CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● FEBRUARY 12, 2024

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Scott Eudy, Laura Puckett, Chris Black, J.W. Bramlett, Lisa Thompson, Robby Robertson, Keith Beason, Kenny Icenhower, Vashil Fernandez, and Chiquita Burks.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BETTY WILLIAMS

III. TEXARKANA REGIONAL AIRPORT QUARTERLY UPDATE - BY PAUL MEHRLICH

Mr. Mehrlich shared the airport's 4th quarter budget totals and finishing out totals for 2023. He said the ribbon cutting for the new terminal is **tentatively** scheduled for June 28th, pending the availability of both the Texas and the Arkansas governor to attend.

It is anticipated that when Texarkana College's Airframe and Powerplant training program begins, it will have a flight school portion that will be operated out of the old airport terminal building, thereby, being the first tenant to occupy its space.

Mayor Bruggeman said he's received several comments from citizens complimenting the look and design of the new terminal. He thanked Mr. Mehrlich and his team for all of the great work and progress being made at the airport.

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, February 26, 2024 at 6:00 p.m.
Monday, March 11, 2024 at 6:00 p.m.
Monday, March 25, 2024 at 6:00 p.m.

Perot Theatre Show
Wheel of Fortune - February 17, 2024

Poverty Simulation Learning Model
The Texarkana Homeless Coalition will host a Poverty Simulator on Thursday, February 29th from 9:00 a.m. to 12:00 p.m. at First Baptist Church, 3015 Moores Lane.

The experimental learning model is designed to simulate common, everyday experiences among people living in poverty.

If you would like to be a volunteer, participant, or would like more information, contact Vashil Fernandez at vashil.fernandez@texarkanatexas.gov or call (903) 798.3904.

Parks & Recreation Activities

February 17th	NCS Softball Tournament	Wallace Park
February 18th	Run the Line - hosted by Partnership for the Pathway	
February 22nd - 23rd	Parks and Recreation Fishing Derby	Spring Lake Park
February 24th	TYSA Softball Tournament	Karrh Park

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

Mayor Bruggeman thanked Mayor Pro Tem/Council Member Matlock for attending the past weekend's events in representing the city for him while he was under the weather.

The Mayor welcomed the new LifeNet administrative team, as Dave Snavely is retiring effective March 1st. Alyssa Haley, former VP/CFO, has accepted her new position as President/CEO. The new Chief Operations Officer/COO is Brett Peine. Longtime employee and Texas Area Director, Darren Higgs, was also in attendance.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

William Jones expressed comments related to meters not being used in a cab to appropriately charge the fare when a rider receives transportation.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:20 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on January 22, 2024 at 6:00 PM.

2. Resolution No. 2024-018 renewing and approving a Municipal Maintenance Agreement and Amendment #1 with the State of Texas for the maintenance, control, supervision, and regulation of certain state highways and/or portions of state highways in the City.

   Public Hearing:
   Council Vote: February 12, 2024

3. Ordinance No. 2024-019 amending budgeted expenditures for the Fiscal Year ending September 30, 2024, by authorizing a roll over to the General Fund (Fund 101) of an unexpended fund balance allocation for one-time use of fund balance of expenditures in the amount of $7,993,029.10 previously approved by the City Council for the Fiscal Year ending September 30, 2023, and authorizing for the current fiscal year additional allocations of one-time use of fund balance from the General Fund (Fund 101) in the aggregate amount of $2,744,215.03 for improvements to the Bi-State Justice Building, Wallace Park, and Bringle Lake Trail and Bike System.

   Public Hearing:
   Council Vote: February 12, 2024

4. Resolution No. 2024-020 authorizing the City Manager to execute a contract to repair the Wright Patman Water Treatment Plant Low Service Pump in the amount of $85,705. This amount is budgeted and will be paid from the Lake Texarkana Water Supply Corporation (LTWSC) Fund.

   Public Hearing:
   Council Vote: February 12, 2024

Action Items

[No Action Items were considered at this meeting.]

VIII. FIRST BRIEFINGS

1. Ordinance No. 2024-016 amending Ordinance No. 2015-029 for a TIRZ agreement for Caldera I East in the TIRZ #1 District and providing a map of agreed upon properties on which to base reimbursement.

   Public Hearing: February 26, 2024
   Council Vote: February 26, 2024

   Lisa Thompson briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/26/2024 6:00 PM**

2. Resolution No. 2024-022 authorizing the City Manager to terminate the current Natural Resource Damage Assessment (NRDA) Interlocal Agreement and directing staff to work with the NRDA Trustees on restoration alternatives.

   Public Hearing: February 26, 2024
   Council Vote: February 26, 2024

   Keith Beason briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/26/2024 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2024-007 amending PD-05-7 for site plan approval on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A18, located at 1 Roundabout Way. Cheney Pruett, owner and Kayla Wood, MTG Engineers and Surveyors, agent.

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

   Laura Puckett said the proposed ordinance had significant changes to the site plan, and therefore, has gone through Planning & Zoning again before being presented to the council at this meeting. There were no public comments made at this hearing.
   (6:26 p.m.)

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

2. Resolution No. 2024-010 approving Amendment No. 4 to the City's Agreement with Waste Management of Texas, Inc. (including changes to residential waste and bulky waste collection).

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

   Sheila Howard addressed council seeking a solution for where to place her garbage can on her dead end street on pick-up day. She does not want to place it in her neighbor's yard, across the street from her house, to accommodate the automated sideload collection truck.

   Jarrod Miller, of Waste Management, said the sideload trucks will not be permitted to collect trash on her street because cans are not to be moved away from their own property. He will ensure the old style truck will be used to collect garbage from both sides of the street in front of each residence.
   (6:33 p.m.)

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

3. Ordinance No. 2024-011 amending PD-01-10 for site plan approval on Lot 1, Texarkana Shopping Center Subdivision located at 4110 St. Michael Drive. Suzanne Russo for Home Depot, owner and Cassie Permenter, agent.

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

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

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

4. Ordinance No. 2024-012 amending PD-20-6 for site plan approval on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road. GVH Moores, LLC, owner and Kayla Wood, MTG Engineers and Surveyors, agent.

Public Hearing: February 12, 2024
Council Vote: February 12, 2024

There were no public comments made at this hearing.
(6:35 p.m.)

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

X. CITY MANAGER'S REPORT

Sales Tax Update
Sales tax receipts for the month of January (November sales) totaled $1,837,393, an increase of 4.27% compared to the same month in the prior year. Fiscal year-to-date collections totaled $3,499,460, an increase of $30,761 (0.89%) compared to last year. As a reminder, staff budgeted to end fiscal year 2024 with an increase of 2% over the prior fiscal year.

Annual Texas Youth Advisory Commission (YAC) Summit
As a part of the recently formed Texarkana Youth Advisory Council, the city sent nine students, councilmembers and staff to the Annual Texas Youth Advisory Commission (YAC) Summit sponsored by the Texas Municipal League and hosted by the City of Lewisville this past weekend February 2-4, 2024. The conference was very informative with representation from youth councils across the state. The Texarkana youth council will be at the next meeting on Feb. 26th to give a full report and presentation on the summit.

SAVE THE DATE: Quarterly Police Awards Ceremony, Feb. 13th at 2:00 p.m. at the Special Operations Training Facility (SOTC).

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:38 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JANUARY 22, 2024

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Mary Hart	Ward 2	Present	
Betty Williams	Ward 3	Present	
Christie Page	Ward 4	Present	
Cole Meador	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Keith Beason, Brooke Stone, Chris Black, Lisa Thompson, Robby Robertson, J.W. Bramlett, Dusty Henslee, Mashell Daniel, Vashil Fernandez, and Chiquita Burks.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION BY MAYOR BRUGGEMAN AND PLEDGE LED BY CADDO AREA TROOP 19

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, February 12, 2024 at 6:00 p.m.
Monday, February 26, 2024 at 6:00 p.m.

Homeless Count and Annual Bridge City Chili Cook-off
The Texarkana Homeless Coalition (TXKHC) will conduct its annual Point-In-Time (PIT) homeless population count on Thursday, January 25th.

The TXKHC's Bridge City Project Chili Cook-off will be held on January 26th from 5:00 p.m. to 7:30 p.m. at 324 East Broad Street in Texarkana, Arkansas, Crossties grass area. The annual Bridge City Chili Cook-off challenges members of the community or organizations to enter their best chili recipe in a chili cook-off competition.

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

To register for the annual Bridge City Chili Cook-off 2024 visit www.txkhc.org <http://www.txkhc.org/> or contact Vashil Fernandez at <Vashil.fernandez@texarkanatexas.gov>

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

Mayor Bruggeman said Texarkana recently spent time with a "hometown hero", Dr. Otis Williams, a founding and current member of **The Temptations.** Dr. Williams grew up in Texarkana until he was 11 and he is now 82 years old.

On Thursday, January 18th, he was supported by many in the community when he was honored with two beautiful mural reveals, capturing his likeness and early days with The Temptations.

He delightfully performed with the group at the Perot Theatre on Friday, January 19th. He was so happy to be here and grateful to receive such recognition in Texarkana, USA!



Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)





IV. EAGLE SCOUT PROJECT - BY GRAYSON DAVIS, TROOP 19

Grayson said his grandmother helped him with the idea to have an appropriate place for anyone to return and retire an old flag. The Texarkana Gazette donated the boxes, and with the help of his family and the Troop, the boxes were rebuilt and refurbished.

There are eight locations around Texarkana. Each Troop assigned a flag box, checks it and does the flag retiring in a respectful way. Grayson was commended for his efforts with this project and sharing it with the community.

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:19 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on January 8, 2024 at 6:00 PM.

2. Resolution No. 2024-013 acknowledging receipt of the Police Department's 2023 Racial Profiling Report as statutorily required.

   Public Hearing:
   Council Vote: January 22, 2024

3. Joint Resolution No. 2024-014, with the Board of Directors of the City of Texarkana, Arkansas, supporting the fiscal year 2024 RAISE grant application for State Line corridor improvements.

   Public Hearing:
   Council Vote: January 22, 2024

4. Resolution No. 2024-015 authorizing the City Manager to approve a purchase from Richardson Fence and Patio Inc. (TIPS Buy Board account #23010402) for the removal of an existing fence and the installation of a new fence for the George Dobson Baseball Field with funds budgeted in the 2023 Bond Fund (Fund 426).

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

Public Hearing:
Council Vote: January 22, 2024

Action Items

5. Resolution No. 2024-017 authorizing the City Manager to negotiate a lease agreement with Mid America League for the George Dobson Baseball Field.

   Public Hearing:
   Council Vote: January 22, 2024

   Keith Beason introduced Matt Perry with the Mid America League. Mr. Perry shared his background in baseball and the hopes of the league to have a long term relationship with the city to provide fun family entertainment.
   (6:31 p.m.)

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

VIII. FIRST BRIEFINGS

1. Resolution No. 2024-010 approving Amendment No. 4 to the City's Agreement with Waste Management of Texas, Inc. (including changes to residential waste and bulky waste collection).

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

   Dusty Henslee said staff has been in discussion with Waste Management about changes to the agreement. Ryan Frazier, of Waste Management, shared specifics related to the proposed changes.

RESULT:	**MOVED FORWARD**	**Next: 2/12/2024 6:00 PM**

2. Ordinance No. 2024-011 amending PD-01-10 for site plan approval on Lot 1, Texarkana Shopping Center Subdivision located at 4110 St. Michael Drive. Suzanne Russo for Home Depot, owner and Cassie Permenter, agent.

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/12/2024 6:00 PM**

3. Ordinance No. 2024-012 amending PD-20-6 for site plan approval on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road. GVH Moores, LLC, owner and Kayla Wood, MTG Engineers and Surveyors, agent.

Public Hearing: February 12, 2024
Council Vote: February 12, 2024

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 2/12/2024 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2024-002 amending and relocating regulations governing historic preservation and historic districts from the Zoning Ordinance and creating Chapter 145, "Historic Landmark Preservation and Historic Districts" in the Code of Ordinances.

Public Hearing: January 22, 2024
Council Vote: January 22, 2024

There were no public comments made at this hearing.
(6:53 p.m.)

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

2. Ordinance No. 2024-004 rezoning Lot 1, Block 1, Buchanan Avenue Addition, located at 100 Jones Street from Commercial to Single Family-3. Jermell Fulton, owner.

Public Hearing: January 22, 2024
Council Vote: January 22, 2024

There were no public comments made at this hearing.
(6:54 p.m.)

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

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

3. Ordinance No. 2024-005 granting a Specific Use Permit to allow a single wide HUD code manufactured home on Lot 1, Block 1, Buchanan Avenue Addition, located at 100 Jones Street. Jermell Fulton, owner.

   Public Hearing: January 22, 2024
   Council Vote: January 22, 2024

   There were no public comments made at this hearing.
   (6:55 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Williams, Page, Meador, Davis

4. Ordinance No. 2024-006 rezoning an approximate 5-acre tract of land (being Tract 13B), L.T. King HRS, A-327, located at 3001 Bender Road from Single Family-1 to Two Family-2. Dennis Pascarella, owner.

   Public Hearing: January 22, 2024
   Council Vote: January 22, 2024

   There were no public comments made at this hearing.
   (6:57 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Williams, Page, Meador, Davis

5. Ordinance No. 2024-007 amending PD-05-7 for site plan approval on an approximate 4-acre tract (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18, located at 1 Roundabout Way. Cheney Pruett, owner and Kayla Wood, MTG Engineers and Surveyors, agent.

   Public Hearing: February 12, 2024
   Council Vote: February 12, 2024

   (6:58 p.m.)

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

RESULT:	**POSTPONED (VOTE) [UNANIMOUS]**	**Next: 2/12/2024 6:00 PM**
MOVER:	Jay Davis, Ward 6	
SECONDER:	Christie Page, Ward 4	
AYES:	Matlock, Hart, Williams, Page, Meador, Davis	

X. CITY MANAGER'S REPORT

City awarded $500,000 from EPA Brownfields Job Training Grant
The City, in partnership with Texarkana College, announced last week the award of $500,000 from an EPA Brownfields Job Training Grant from the United States Environmental Protection Agency (EPA) Brownfields Program.

The EPA Brownfields Job Training Grant is specifically tailored to address the environmental challenges posed by brownfield sites while creating job opportunities for area residents who are unemployed or underemployed, equipping them with crucial job skills necessary for an enduring career.

To learn more, the public is encouraged to visit the city's homepage at www.texarkanatexas.gov <http://www.texarkanatexas.gov>.

Texas A&M-Texarkana & City's New Academic Partnership
As a result of Resolution No. 2023-162, passed by the City Council on January 8, 2024, a signing ceremony was held on January 18th at City Hall to finalize the new Memorandum of Understanding between Texas A&M-Texarkana & the City. The partnership benefit includes a tuition discount for full-time employees and is applicable to both degree and non-degree seeking programs. The agreement also strengthens existing internships, fellowships, and collaborative programs.

SAVE THE DATES:
The Texarkana Homeless Coalition (TXKHC) will conduct its annual **Point-In-Time (PIT) homeless population count** on Thursday, January 25th. The TXKHC's **Bridge City Project Chili Cookoff** will be held on Friday, January 26th from 5:00 p.m. to 7:30 p.m. at 324 East Broad Street in Texarkana, Arkansas, Crossties grass area.

Chamber of Commerce Annual Celebration on Friday, January 26th 6:00 p.m.-9:00 p.m. at the Perot Theatre.

A huge thanks was given to staff who came in the early morning hours and worked during the adverse winter weather last week to continue services to the residents. Crews came in multiple times to make sure the roads were taken care of and the water was still flowing.

He thanked Chiquita Burks for co-leading the Rosehill mural project. She gave the city a signed copy, by Dr. Otis Williams, of the mural dedication photo that will be kept at City Hall.

XI. ADMINISTRATIVE COMMENTS

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

1. City Council

   Council Member Matlock said the Black History Parade will be held on February 3rd at 2:00 p.m. It will start at Broad & Hazel Streets in downtown.

   Mayor Bruggeman said the annual MLK Gala was postponed to January 28th due to inclement weather. It will be held at Texarkana College's Truman Arnold Center.

2. City Staff

   Staff had no administrative comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:03 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Jan 22, 2024 6:00 PM (Consent Items)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 2/6/2024 3:45 PM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,

Subject: Resolution No. 2024-018 renewing and approving a Municipal Maintenance Agreement and Amendment #1 with the State of Texas for the maintenance, control, supervision, and regulation of certain state highways and/or portions of state highways in the City.

Briefing: 2/12/2024 **Public Hearing:** **Council Vote:** 2/12/2024

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City and the Texas Department of Transportation (TxDOT) last updated the Municipal Maintenance Agreement on February 24, 2014, approved by Resolution No. 2014-032. The current agreement (ATTH 01 to the agenda packet) lays out the responsibilities as between the City and TxDOT for maintenance, control, supervision, and regulation of State Highways within and through the city limits.

TxDOT desires to renew the maintenance agreement. In discussions with TxDOT personnel, it has been stated that renewal of agreements with municipalities is desired approximately every ten years. City staff has reviewed the updated version and found it to be very similar to the current agreement with no significant changes. The main change is that the State now will have responsibility for structural maintenance and repair of sidewalks within its rights-of-way; and the City will have responsibility for keeping sidewalks clear of debris and vegetation.

City and State have also agreed to Amendment No. 1, which relates to maintenance and operations of traffic signals along Non-Controlled Access Roads and maintenance and operations of the Hi-Masts along I30, IH369/Loop 151.

A. The current and proposed MMA states that the state is responsible for installation, maintenance, and operations of traffic signals on the Non-Controlled Access Roads. However, years ago City agreed to maintain traffic signals on these roads. This amendment clarifies these responsibilities. The State will be responsible for installation and repair and replacement of the traffic signals while the City will be responsible to maintain and operate (City responsibilities are limited to routine maintenance activities).
B. Amendment No. 1 also addresses Hi-Masts maintenance. Also years ago, City agreed to maintain these Hi-Masts, but replacement has been an issue. Per the amendment, City will maintain and operate these lights within the City (maintenance is defined as routine activities such as changing lights and keeping the system operational). The State will be responsible for repair and replacement of the Hi-Mast lights.

Per Texas Transportation Code, if an agreement is not signed, the City could be responsible for all maintenance and operations for the Non-Controlled Access Roads within City limits.

Potential Options:

- Approve (or decline approval) of the agreement and amendment.
-

Fiscal Implications:

No additional implications

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2024-018 RES TxDOT MMA and Amendment No. 1 (DOC)
b. 2024-018 EXH A - TxDOT MMA (TR) (PDF)
c. 2024-018 EXH B - Texarkana MMA Amendment #1 (PDF)
d. 2024-018 ATTH 01 - Current TxDOT MMA (PDF)
e. 2024-018 ATTH 02 - TxDOT Letters (PDF)
f. 2024-018 Goals & Perspectives (DOCX)
g. 2024-018 RES Renewing TxDOT MMA signed (PDF)

Staff Coordination

Public Works Department	Completed	Dusty Henslee	Department Head Review	01/23/2024 10:12 AM
City Attorney	Jeffery C. Lewis	Review	Completed	01/24/2024 3:04 PM
City Manager	David Orr	City Manager Review	Completed	02/01/2024 8:28 AM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

RESOLUTION NO. 2024-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RENEWING AND APPROVING THE "MUNICIPAL MAINTENANCE AGREEMENT" AND "AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT" BETWEEN THE STATE OF TEXAS AND THE CITY OF TEXARKANA, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT AND AMENDMENT; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the public convenience, safety, and necessity of the City and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project, which consists of those State Highways and/or portions thereof which are described and included in the MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) as amended by AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**), each exhibit incorporated herein by reference for all purposes; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the attached MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**); and

WHEREAS, City Council approval of the attached agreement and amendment will renew and replace the current maintenance agreement authorized by Resolution No. 2014-032 [Feb. 24, 2014].

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

SECTION 1: The MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**) are hereby approved. The City Manager is authorized to execute said agreement and amendment on behalf of the City of Texarkana, Texas, and to transmit the same to the State of Texas for appropriate action.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-018 RES TxDOT MMA and Amendment No. 1 [Revision 1] (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this _____ day of _____ 20____, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of _____Texarkana_____ (population _____35778_____, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C**.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

   A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

   B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

   C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

   D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

   A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

   B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Non-Controlled Access)

A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. City's Responsibilities (Non-Controlled Access)

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. State's Responsibilities (Controlled Access)

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. City's Responsibilities (Controlled Access)

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

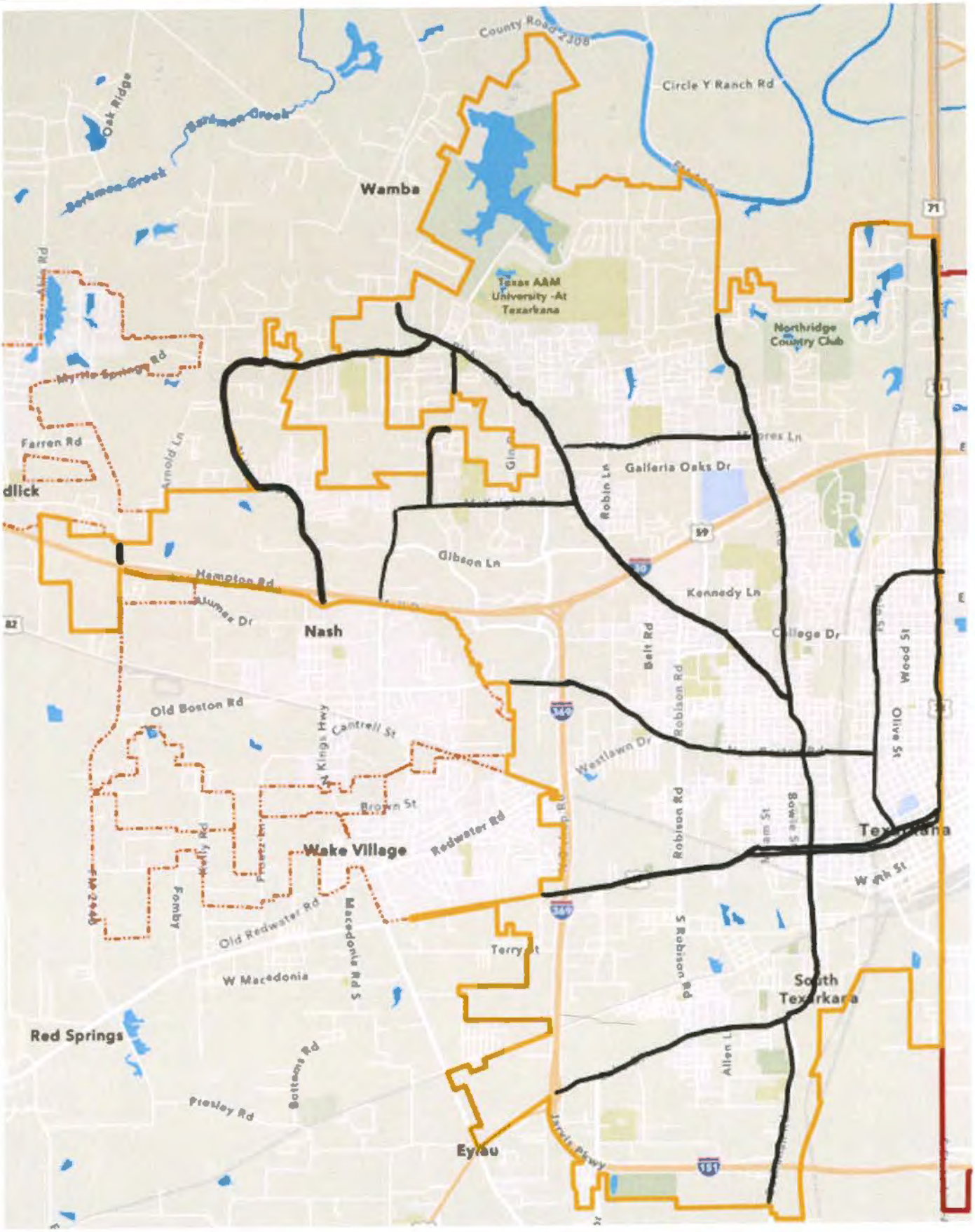
City of Texarkana	State of Texas
Signature	TxDOT District Engineer
Name	Rebecca L. Wells, P. E. Name
Title	
Date	Date

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

CITY OF TEXARKANA (EXHIBIT A)

2024-018 EXH A

2023

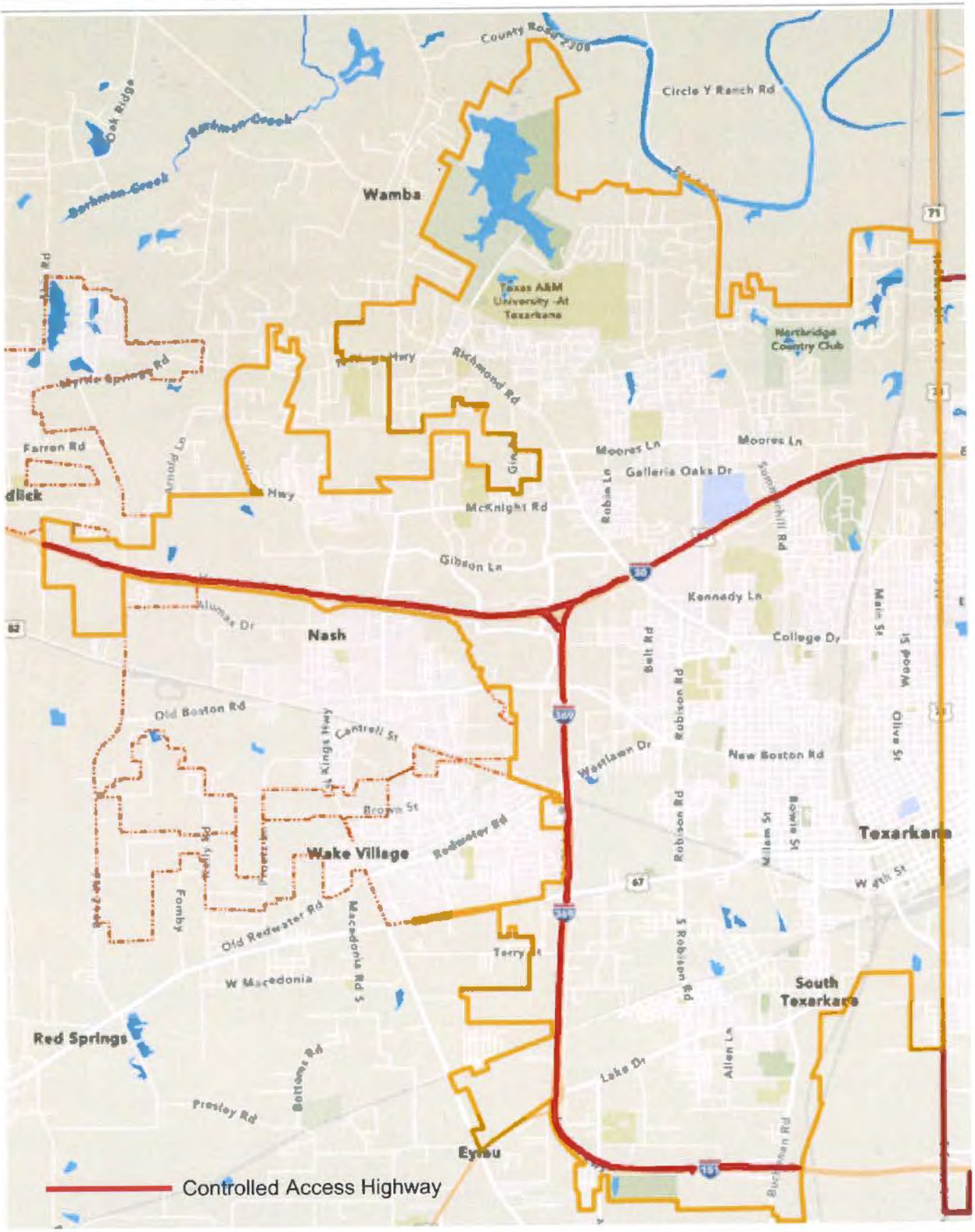


© 2023 TxDOT | ATLANTA DISTRICT | November 20, 2023

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

CITY OF TEXARKANA (EXHIBIT B)

2023



© 2023 TxDOT | ATLANTA DISTRICT | November 20, 2023

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

EXHIBIT "D"

LIGHTING INSTALLATIONS

NO APPLICABLE LIGHTING INSTALLATIONS SUBJECT TO THIS AGREEMENT WITHIN CITY LIMITS.

Attachment: 2024-018 EXH A - TxDOT MMA (TR) (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the _____, the Texas Department of Transportation, the "State", and the City of Texarkana, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, is responsible for certain specifically listed items within the city; and

WHEREAS, the City desires to perform some of the items listed as the State's responsibilities within the city; and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

ARTICLE II. GENERAL CONDITIONS

7. C. The City will maintain and operate all existing high mast lights within the city. Maintenance will consist of routine activities such as changing lights and keeping the system operational. The State will repair or replace high mast lights damaged by third-party incidents.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

1. State's Responsibilities (Non-Controlled Access)

G. Install traffic signals in cities with less than 50,000 population. Repair damage to signals caused by third-party incidents.

2. City's Responsibilities (Non-Controlled Access)

F. Maintain and operate all traffic signals in the city. Maintenance responsibilities are limited to routine maintenance activities. Any damage by third-party incident will be repaired by the State.

Attachment: 2024-018 EXH B - Texarkana MMA Amendment #1 (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

TERMINATION

TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any service under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY OF TEXARKANA

By:_____

Name:_____

Title: _____

Date: _____

APPROVED AS TO FORM:

By:_____

Name:_____

Title:_____

Date: _____

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

By:

_____

Rebecca L Wells, P.E.
Atlanta District Engineer
Texas Department of Transportation

Date:

_____

Attachment: 2024-018 EXH B - Texarkana MMA Amendment #1 (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

MUNICIPAL MAINTENANCE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made this 24 day of FEBRUARY 20 14, by and between the State of Texas, hereinafter referred to as the "State," party of the first part, and the City of Texarkana (population 36411, 2010, latest Federal Census) acting by and through its duly authorized officers, hereinafter called the "City," party of the second part.

WITNESSETH

WHEREAS, Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

WHEREAS, Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

WHEREAS, the Executive Director, acting for and in behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within such City, conditioned that the City will enter into agreements with the State for the purpose of determining the responsibilities of the parties thereto; and

WHEREAS, the City has requested the State to assist in the maintenance and operation of State highways within such City:

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, it is agreed as follows:

For this agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

COVERAGE

1. This agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described and/or graphically shown as "State Maintained and Operated" highways in Exhibit "A," which is attached hereto and made a part hereof.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission or maintained and operated as Controlled Access Highways and which are described and/or graphically shown in Exhibit "B," which is attached hereto and made a part hereof.

2. In the event that the present system of State highways within the City is changed by cancellation, modified routing, or new routes, the State will terminate maintenance and operation and this agreement will become null and void on those portions of the highways which are no longer on the State Highway System; and the full effect and all conditions of this agreement will apply to the changed highways or new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 1 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

3. Exhibits that are a part of this agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence.

GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

4. Traffic regulations, including speed limits, will be established only after traffic and engineering studies have been completed by the State and/or City and approved by the State.

5. The State will erect and maintain all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way except as mentioned in this paragraph and elsewhere in this agreement. At the intersections of off-system approaches to State highways, the City shall install and maintain all stop signs, yield signs, and one-way signs and any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. The City shall install and maintain all street name signs except for those mounted on State maintained traffic signal poles or arms or special advance street name signs on State right-of-way. All new signs installed by the City on State right-of-way shall meet or exceed the latest State breakaway standards and be in accordance with the *Texas Manual on Uniform Traffic Control Devices*, latest edition and revision. All existing signs shall be upgraded on a maintenance replacement basis to meet these requirements

6. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation except in those installations specifically covered by separate agreements between the City and State.

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

7. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

8. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State.

9. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation and necessity, will be determined by traffic and engineering studies. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, will be indicated by the proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement will be covered under a separate agreement.

10. New construction of sidewalks, ramps or other accessibility related items shall comply with current ADA standards. The city is responsible for the maintenance of these items.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City will issue permits for access driveways on State highway routes and will assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State will issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's "Regulations for Access Driveways to State Highways" and the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures will be determined by a separate agreement

NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to non-controlled access State highways in addition to the "General Conditions" contained herein above. Non-controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "A."

State's Responsibilities (Non-Controlled Access)

1. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of same under vehicular loads encountered and maintain the shoulders.

2. Assist in mowing and litter pickup to supplement City resources when requested by the City and if State resources are available.

3. Assist in sweeping and otherwise cleaning the pavement to supplement City resources when requested by the City and if State resources are available.

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

4. Assist in snow and ice control to supplement City resources when requested by the City and if State resources are available.

5. Maintain drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits.

6. Install, maintain, and operate, when required, normal regulatory, warning and guide signs and normal markings (except as provided under "General Conditions" in paragraph 5). In cities with less than 50,000 population, this also includes school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks. Any other traffic striping desired by the City may be placed and maintained by the City subject to written State approval.

7. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

8. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds if the City agrees to enter into an agreement setting forth the responsibilities of each party.

City's Responsibilities (Non-Controlled Access)

1. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

2. Install and maintain all parking restriction signs, pedestrian crosswalks [except as provided in paragraph 6 under "State's Responsibilities (Non-Controlled Access)"], parking stripes and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population will also install, operate, and maintain all school safety devices and school crosswalks.

3. Signing and marking of intersecting city streets with State highways will be the full responsibility of the City (except as provided under "General Conditions" in paragraph 5).

4. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

5. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. The assistance by the State in maintenance of drainage facilities does not relieve the City of its responsibility for drainage of the State highway facility within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

6. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations will be handled by a separate agreement.

7. Perform mowing and litter pickup.

8. Sweep and otherwise clean the pavement.

9. Perform snow and ice control.

CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall be applicable to controlled access highways in addition to the "General Conditions" contained herein above. Controlled access State highways or portions thereof covered by this section are those listed and/or graphically shown in Exhibit "B."

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

State's Responsibilities (Controlled Access)

1. Maintain the traveled surface of the through lanes, ramps, and frontage roads and foundations beneath such traveled surface necessary for the proper support of same under vehicular loads encountered.

2. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist and assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads in undeveloped areas.

3. Sweep and otherwise clean the through lanes, ramps, separation structures or roadways and frontage roads.

4. Remove snow and control ice on the through lanes and ramps and assist in these operations as the availability of equipment and labor will allow on the frontage roads and grade separation structures or roadways.

5. Except as provided under "General Conditions" in paragraph 5, the State will install and maintain all normal markings and signs, including sign operation if applicable, on the main lanes and frontage roads. This includes school safety devices, school crosswalks and crosswalks installed on frontage roads in conjunction with pedestrian signal heads. It does not include other pedestrian crosswalks.

6. Install, operate and maintain traffic signals at ramps and frontage road intersections unless covered by a separate agreement.

7. Maintain all drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the highway facility within its corporate limits.

City's Responsibilities (Controlled Access)

1. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances/resolutions and taking other appropriate action in addition to full compliance with current laws on parking.

2. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance/resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

3. Secure or cause to be secured the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

4. Pass necessary ordinances/resolutions and retain its responsibility for enforcing the control of access to the expressway/freeway facility.

5. Install and maintain all parking restriction signs, pedestrian crosswalks (except as mentioned above in paragraph 5 under "State's Responsibilities") and parking stripes when agreed to by the State in writing. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as discussed under "General Conditions" in paragraph 5).

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

TERMINATION

All obligations of the State created herein to maintain and operate the State highways covered by this agreement shall terminate if and when such highways cease to be officially on the State highway system; and further, should either party fail to properly fulfill its obligations as herein outlined, the other party may terminate this agreement upon 30 days written notice. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, in accordance with Chapter 311 of the Texas Transportation Code. The State shall retain all maintenance responsibilities on controlled access State highways in accordance with the provisions of Chapter 203 of the Texas Transportation Code and 23 United States Code Section 116.

Said State assumption of maintenance and operations shall be effective the date of execution of this agreement by the Texas Department of Transportation.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures, the City of TEXARKANA on the 24 day of FEBRUARY, 2014, and the Texas Department of Transportation, on the 4 day of MARCH, 2014.

ATTEST: John A Whitton

CITY OF TEXARKANA

BY CITY MANAGER
(Title of Signing Official)

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission

BY Robert Ratcliff
(District Engineer)

Atlanta District - ATL - 19 District

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under Sections 552.021 and 552.023 of the Government Code, you also are entitled to receive and review this information. Under Section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect. For more information, call 512/416-3048.

NOTE: To be executed in duplicate and supported by Municipal Maintenance Ordinance/Resolution and City Secretary Certificate.

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

EXHIBIT "A"

NON-CONTROLLED ACCESS HIGHWAYS

- UNITED STATES HIGHWAY 59 FROM THE NORTH CITY LIMITS TO THE SOUTH CITY LIMITS
- UNITED STATES HIGHWAY 71 FROM THE NORTH CITY LIMITS TO UNITED STATES HIGHWAY 67
- UNITED STATES HIGHWAY 67 FROM THE ARKANSAS STATE LINE TO THE SOUTH CITY LIMITS
- UNITED STATES HIGHWAY 82 FROM THE WEST CITY LIMITS TO THE ARKANSAS STATE LINE
- STATE HIGHWAY 93 FROM FARM-TO-MARKET 1397 TO THE SOUTH CITY LIMITS
- LOOP 14 FROM UNITED STATES HIGHWAY 71 TO UNITED STATES HIGHWAY 82
- FARM-TO-MARKET 558 FROM STATE HIGHWAY 93 TO THE SOUTH CITY LIMITS
- FARM-TO-MARKET 559 FROM THE NORTH CITY LIMITS TO STATE HIGHWAY 93
- FARM-TO-MARKET 989 FROM THE NORTH CITY LIMITS TO THE SOUTH CITY LIMITS
- FARM-TO-MARKET 1297 FROM FARM-TO-MARKET 2878 TO FARM-TO-MARKET 559
- FARM-TO-MARKET 1397 FROM THE NORTH CITY LIMITS TO STATE HIGHWAY 93
- FARM-TO-MARKET 2240 FROM FARM-TO-MARKET 559 TO FARM-TO-MARKET 1397
- FARM-TO-MARKET 2878 FROM THE NORTH CITY LIMITS TO THE SOUTH CITY LIMITS
- FARM-TO-MARKET 3527 FROM STATE HIGHWAY 93 TO SOUTH CITY LIMITS

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

EXHIBIT "B"

CONTROLLED ACCESS HIGHWAYS

- INTERSTATE HIGHWAY 30 FROM WEST CITY LIMITS TO THE ARKANSAS STATE LINE
- UNITED STATES HIGHWAY 59 FROM INTERSTATE HIGHWAY 30 TO STATE HIGHWAY 93
- LOOP 151 FROM UNITED STATES HIGHWAY 59 TO FARM-TO-MARKET 558

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

2024-018 ATTH 01

Form 1037-

STATE OF TEXAS §

COUNTY OF ~~TRAVIS~~ BOWIE §

I, JENNIFER EVANS, the duly appointed, qualified and acting city secretary of the City of TEXARKANA, Texas, hereby certify that the foregoing pages constitute a true and correct copy of an ordinance duly passed by the City Council at a meeting held on FEBRUARY 24, A.D., 2014, at 6:30 o'clock ☐ a.m. ☑ p.m. .

To certify which, witness my hand and seal of the City of TEXARKANA, Texas, this due 25th day of FEBRUARY, 2014, at TEXARKANA, Texas.

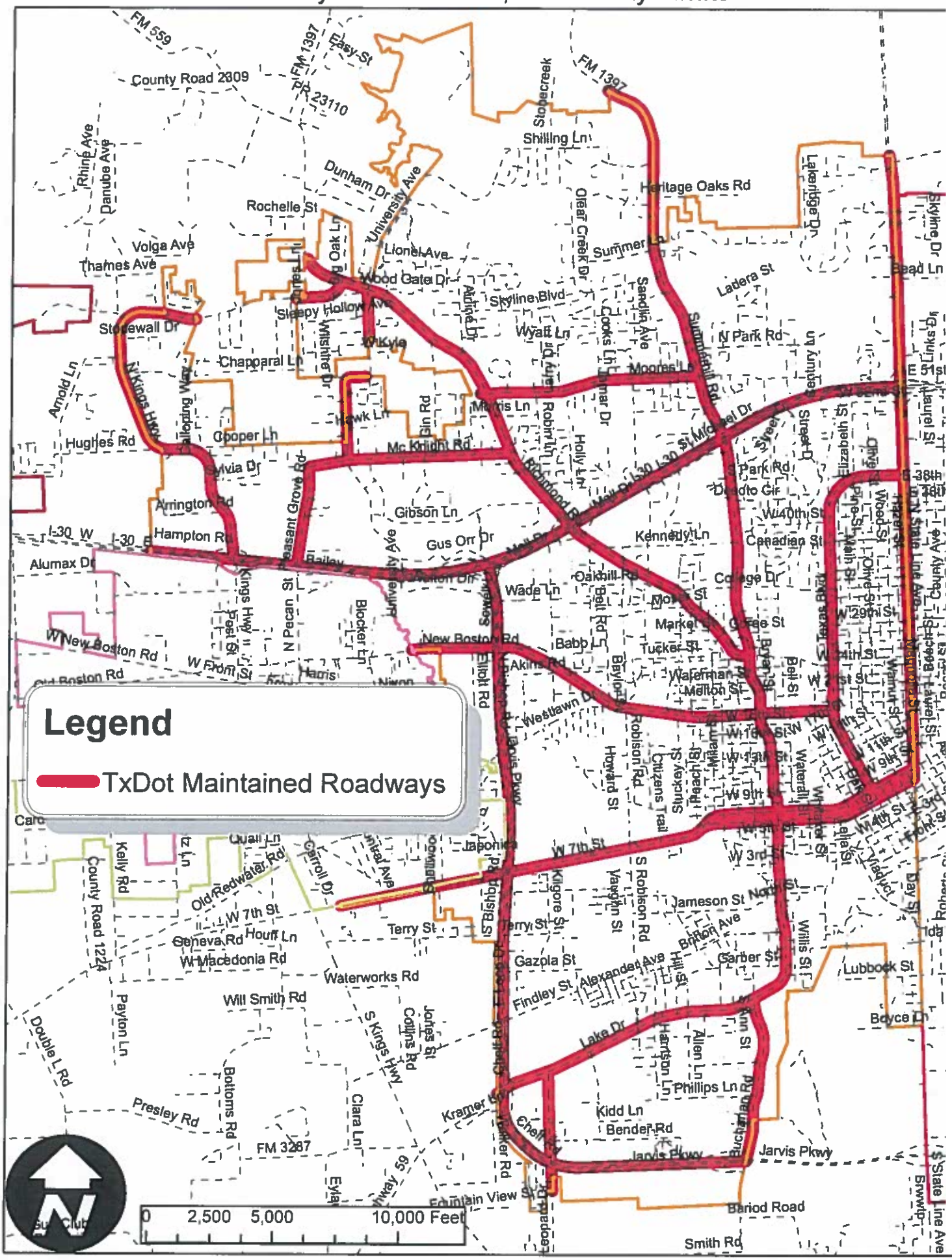
City Secretary of the City of

TEXARKANA, Texas

Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

TxDOT Maintained Roadways Inside the City of Texarkana, Texas City Limits

2024-018 ATTH 01



Attachment: 2024-018 ATTH 01 - Current TxDOT MMA (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

DocuSign Envelope ID: 0E7715FC-C670-47F5-A281-5F4D8856DA40

Texas Department of Transportation

701 EAST MAIN ST., ATLANTA, TEXAS 75551 | 903-796-2851 | WWW.TXDOT.GOV

August 23, 2023

Municipal Maintenance Agreement
City of Texarkana

The Honorable Bob Bruggeman
Mayor of Texarkana
200 Texas Blvd.
Texarkana, Texas 75501

Dear Mayor Bruggeman:

As you are probably aware, the City of Texarkana and the Texas Department of Transportation entered into a Municipal Maintenance Agreement on 02/24/2014. Under Chapter 311 of the Texas Transportation Code, cities are required to maintain highways within city limits. Section 221.002 of the Texas Transportation Code authorizes the State to enter into agreements with the City to maintain portions of highways. This agreement allows the State to assist the City and addresses the responsibilities for maintenance, control, supervision, and regulation of State highways within and through the City's corporate limits. It is our desire to update this agreement at this time.

Attached is a copy of the above referenced agreement for your information. We have also attached the latest version of the Municipal Maintenance Agreement in duplicate originals. Please execute both duplicate originals on behalf of the City and return for our further handling. Failure to update this agreement in a timely manner will affect the State's ability to assist the City with maintenance of the highways within your corporate limits. Please note the agreement must be supported by either a Municipal Maintenance Ordinance or Resolution. When returning the duplicate originals, please return a copy of the ordinance/resolution.

If you have any questions, please call Jason Dupree, P. E., District Director of Maintenance, at 903-799-1248.

Sincerely,

DocuSigned by:
Rebecca Wells, P.E.
23686C08B28F4A0...

Rebecca L. Wells, P. E.
District Engineer – Atlanta

Cc: Area Engineers
Maintenance Supervisors

Attachment: 2024-018 ATTH 02 - TxDOT Letters (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

Texas Department of Transportation

701 EAST MAIN ST., ATLANTA, TEXAS 75551 | 903-796-2851 | WWW.TXDOT.GOV

January 4, 2024

RECEIVED
JAN - 8 2024
BY:

Municipal Maintenance Agreement
City of Texarkana, Texas

Mr. David Orr
City Manager
220 Texas Blvd.
Texarkana, Texas 75501

Dear Mr. Orr:

On August 23, 2023, we mailed the latest version of a Municipal Maintenance Agreement between the Texas Department of Transportation and your City, requesting your signature. We have attached a copy of the transmittal letter. As of December 31, 2023, we have not received the signed agreement.

We are attaching another copy of the Municipal Maintenance Agreement, along with Exhibits A, B and D specific to your city's agreement. We are also enclosing examples to assist in composing Exhibit C, a resolution or ordinance authorizing signature for the City.

Please sign this agreement, attach all exhibits, and return by regular mail to the address above or email to Teresa.Willis@txdot.gov. A fully executed agreement will be returned to you after all signatures are obtained.

If you have any questions, please call Jason Dupree, P. E., District Director of Maintenance, at 903-799-1248.

Sincerely,

DocuSigned by:
Rebecca L Wells, P.E.
23686C08B28F4A0...

Rebecca L. Wells, P. E.
District Engineer - Atlanta

Attachment: 2024-018 ATTH 02 - TxDOT Letters (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-018 Goals & Perspectives (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

RESOLUTION NO. 2024-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RENEWING AND APPROVING THE "MUNICIPAL MAINTENANCE AGREEMENT" AND "AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT" BETWEEN THE STATE OF TEXAS AND THE CITY OF TEXARKANA, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT AND AMENDMENT; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the public convenience, safety, and necessity of the City and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project, which consists of those State Highways and/or portions thereof which are described and included in the MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) as amended by AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**), each exhibit incorporated herein by reference for all purposes; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the attached MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**); and

WHEREAS, City Council approval of the attached agreement and amendment will renew and replace the current maintenance agreement authorized by Resolution No. 2014-032 [Feb. 24, 2014].

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

SECTION 1: The MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**) are hereby approved. The City Manager is authorized to execute said agreement and amendment on behalf of the City of Texarkana, Texas, and to transmit the same to the State of Texas for appropriate action.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20 p.m.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

Texas Department of Transportation

MUNICIPAL MAINTENANCE AGREEMENT

This Municipal Maintenance Agreement ("Agreement") is made this 13th day of February 2024, by and between the State of Texas through the Texas Department of Transportation ("State"), and the City of Texarkana (population 35778, 2020, latest Federal Census) acting by and through its duly authorized officers ("City").

RECITALS

A. Chapter 311 of the Transportation Code gives the City exclusive dominion, control, and jurisdiction over and under the public streets within its corporate limits and authorizes the City to enter agreements with the State to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through its corporate limits; and

B. Section 221.002 of the Transportation Code authorizes the State, at its discretion, to enter agreements with cities to fix responsibilities for maintenance, control, supervision, and regulation of State highways within and through the corporate limits of such cities; and

C. The Executive Director, acting for and on behalf of the Texas Transportation Commission, has made it known to the City that the State will assist the City in the maintenance and operation of State highways within the City, conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the parties; and

D. The City has requested the State to assist in the maintenance and operation of State highways within the City as described herein. The Municipal Ordinance or Resolution authorizing the undersigned City Official to execute this Agreement on behalf of the City is attached as **Exhibit C.**

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, it is agreed as follows:

ARTICLE I. COVERAGE

1. State assumption of maintenance and operations described in this Agreement shall be effective on the date of execution of this agreement by the Texas Department of Transportation.

2. In this Agreement, the use of the words "State Highway" shall be construed to mean all numbered highways that are part of the State's Highway System.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

3. This Agreement is intended to cover and provide for State participation in the maintenance and operation of the following classifications of State Highways within the City:

   A. Non-Controlled Access highways or portions thereof which are described as "State Maintained and Operated" highways in the document attached and incorporated as **Exhibit A**.

   B. All State highways or portions thereof which have been designated by the Texas Transportation Commission, or are maintained and operated, as Controlled Access Highways and which are described in the document attached and incorporated as **Exhibit B**.

4. In the event that the present system of State highways within the City is changed by cancellation, modified routing, new routes, or a change to City boundaries, the State shall terminate maintenance and operation and this Agreement shall become null and void on those portions of the highways which are no longer on the State Highway System; and this Agreement shall apply to the new highways on the State Highway System within the City; and they shall be classified as "State Maintained and Operated" under paragraph 3 above, unless the execution of a new agreement on the changed or new portions of the highways is requested by either the City or the State.

5. Exhibits that are a part of this Agreement may be changed with both parties' written concurrence. Additional exhibits may also be added with both parties' written concurrence. The Parties shall periodically update any exhibits to reflect changes to the State Highway System under paragraph 3. Paragraph 4 shall apply to changes to the State Highway System regardless of whether an exhibit has been updated under this Paragraph.

6. The terms of the Agreement apply to a State Highway described by paragraphs 2-4 of this Article, unless provided otherwise in a specific project agreement.

ARTICLE II. GENERAL CONDITIONS

1. The City authorizes the State to maintain and operate the State highways covered by this agreement in the manner set out herein.

2. This agreement is between the State and the City only. No person or entity may claim third party beneficiary status under this contract or any of its provisions, nor may any non-party sue for personal injuries or property damage under this contract.

3. This agreement is for the purpose of defining the authority and responsibility of both parties for maintenance and operation of State highways through the City. This agreement shall supplement any special agreements between the State and the City for the maintenance, operation, and/or construction of the State highways covered herein, and this agreement shall supersede any existing Municipal Maintenance Agreements.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

4. Traffic regulations, including speed limits, shall be established only after traffic and engineering studies have been completed by the State or City, as applicable and in accordance with 43 Tex. Admin. Code Ch. 25, Subch. B, and approved by the State.

5. The State shall install, maintain, and operate, when required, all traffic signs and associated pavement markings necessary to regulate, warn, and guide traffic on State highways within the State right-of-way, including main lanes and frontage roads, except as otherwise provided in this paragraph and elsewhere in this Agreement.

   A. At the intersections of off-system approaches to State highways, the City shall install and maintain (1) all stop signs, yield signs, and one-way signs to regulate, warn, and guide traffic on the off-system street, even if such signs are to be installed on State right-of-way, and (2) any necessary stop or yield bars and pedestrian crosswalks outside the main lanes or outside the frontage roads, if such exist. These signs and markings must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices

   B. The City shall install and maintain all street name signs except for those mounted on State-maintained traffic signal poles or arms or special advance street name signs on State right-of-way.

   C. Any other signs or pavement markings desired by the City on State right-of-way shall require prior written authorization by the State, and shall be installed and maintained by the City.

   D. All signs and markings installed by the City under this Paragraph must meet or exceed the latest State breakaway standards, if applicable, and be in accordance with the latest edition/revision of the Texas Manual on Uniform Traffic Control Devices. All existing signs or markings shall be upgraded on a maintenance replacement basis to meet these requirements.

6. Traffic control devices such as signs, traffic signals, and pavement markings, with respect to type of device, points of installation, and necessity, shall be determined by traffic and engineering studies as provided by regulation in the Texas Administrative Code.

   A. The City shall not install, maintain, or permit the installation of any type of traffic control device which will affect or influence the use of State highways unless approved in writing by the State. Traffic control devices installed prior to the date of this agreement are hereby made subject to the terms of this agreement and the City agrees to the removal of such devices which affect or influence the use of State highways unless their continued use is approved in writing by the State.

   B. It is understood that basic approval for future installations of traffic control signals by the State or as a joint project with the City, shall be indicated by the

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

proper City official's signature on the title sheet of the plans. Both parties should retain a copy of the signed title sheet or a letter signed by both parties acknowledging which signalized intersections are covered by this agreement. Any special requirements not covered within this agreement shall be covered under a separate agreement.

C. This Agreement satisfies the agreement requirements of 43 Tex. Admin. Code § 25.5 concerning traffic signal installation, unless the parties determine a separate agreement is necessary to address project-specific issues that are not otherwise addressed by this Agreement.

7. Subject to approval by the State, any State highway lighting system may be installed by the City provided the City shall pay or otherwise provide for all cost of installation, maintenance, and operation, except in those installations specifically covered by separate agreements between the City and State.

   A. For all highway lighting system projects, including those covered by separate agreements unless provided otherwise therein, (1) costs shall include the electricity required to construct and operate the lighting system, (2) the State shall not begin the trial phase of a newly installed lighting system until the applicable utility account is established by the City.

   B. Attached as **Exhibit D** is a list of lighting installations subject to this Agreement, but which do not have a separate agreement. Exhibit D shall be updated as necessary pursuant to Article 1, Section 6.

8. The City shall enforce the State laws governing the movement of loads which exceed the legal limits for weight, length, height, or width as prescribed by Chapters 621, 622, and 623 of the Transportation Code for public highways outside corporate limits of cities. The City shall also, by ordinance/resolution and enforcement, prescribe and enforce lower weight limits when mutually agreed by the City and the State that such restrictions are needed to avoid damage to the highway and/or for traffic safety.

9. The City shall prevent future encroachments within the right-of-way of the State highways and assist in removal of any present encroachments when requested by the State except where specifically authorized by separate agreement; and prohibit the planting of trees or shrubbery or the creation or construction of any other obstruction within the right-of-way without prior approval in writing from the State. Permitted landscaping and public art installations shall be handled through separate agreements.

10. New construction of sidewalks, shared use pathways, curb ramps, or other accessibility-related items by either Party shall comply with current ADA standards. Except as otherwise provided in this paragraph, the City is responsible for the maintenance of these items, regardless of whether the City or the State constructed the item. Maintenance includes keeping sidewalks clear of debris and vegetation, but does not

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

include pavement work except as provided in the next sentence. If a Party's highway project is considered an "alteration" under the ADA that triggers the requirement to construct or upgrade accessibility-related items, that Party is responsible for the construction or upgrade, unless provided otherwise in a separate agreement.

11. If the City has a driveway permit process that has been submitted to and approved by the State, the City shall issue permits for access driveways on State highway routes and shall assure the grantee's conformance, for proper installation and maintenance of access driveway facilities, with either a Local Access Management Plan that the City has adopted by ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted to the State a Local Access Management Plan, the State's Access Management Manual. If the City does not have an approved city-wide driveway permit process, the State shall issue access driveway permits on State highway routes in accordance with the City's Local Access Management Plan, adopted by city ordinance and submitted to the State or, if the City has not adopted by ordinance and submitted a Local Access Management Plan, the State's Access Management Manual.

12. The use of unused right-of-way and areas beneath structures for public functions, such as parking, recreation, and law enforcement use, shall be determined by a separate agreement.

13. The State shall be responsible for installation, repair, and maintenance of any mailbox supports installed on the State highway system, including any markings needed on the mailbox supports.

14. The State shall be responsible for installation, repair, and maintenance of any roadside barriers including guardrail, guardrail end treatments, cable barriers, and concrete barriers needed for traffic safety on the state highway system.

15. The State shall be responsible for any structural repairs needed at bridges, culverts, drainage pipes, embankments, and retaining walls on the state highway system.

16. For purposes of this Agreement, "grade separation structure" is defined as any bridge, overpass, or similar structure that raises the roadway above ground level, regardless of what is underneath the structure.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the non-controlled access State highways described in Exhibit A, in addition to the General Conditions in Article II above.

1. **State's Responsibilities (Non-Controlled Access)**

   A. Maintain the traveled surface and foundation beneath such traveled surface necessary for the proper support of vehicular loads encountered, and maintain the shoulders.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

B. Assist in mowing and litter pickup within the right of way to supplement City resources, when requested by the City and if State resources are available.

C. Assist in sweeping and otherwise cleaning the traveled surface and shoulders to supplement City resources, when requested by the City and if State resources are available.

D. Assist in snow and ice control to supplement City resources, when requested by the City and if State resources are available.

E. Structural maintenance and repairs of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right of way or State easements but within its corporate limits.

F. In cities with less than 50,000 population, the State shall install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads. This does not include other pedestrian crosswalks.

G. Install, operate, and maintain traffic signals in cities with less than 50,000 population.

H. In cities equal to or greater than 50,000 population, the State may provide for installation of traffic signals when the installation is financed in whole or in part with federal-aid funds, if the City agrees to enter into an agreement setting forth the responsibilities of each party.

2. **City's Responsibilities (Non-Controlled Access)**

A. Prohibit angle parking, except upon written approval by the State after traffic and engineering studies have been conducted to determine if the State highway is of sufficient width to permit angle parking without interfering with the free and safe movement of traffic.

B. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided in Art. II.5), parking stripes, and special guide signs when agreed to in writing by the State. Cities greater than or equal to 50,000 population shall also install, operate, and maintain all school safety devices and school crosswalks.

C. Signing and marking of intersecting city streets with State highways shall be the full responsibility of the City (except as provided under Art. II.5).

D. Require installations, repairs, removals or adjustments of publicly or privately owned utilities or services to be performed in accordance with Texas Department of Transportation specifications and subject to approval of the State in writing.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

E. Regular cleanups and litter control to ensure drainage facilities are clear. Further, State structural maintenance and repair of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easements but within its corporate limits, except where participation by the State is specifically covered in a separate agreement between the City and the State.

F. Install, maintain, and operate all traffic signals in cities equal to or greater than 50,000 population. Any variations shall be handled by a separate agreement.

G. Perform mowing and litter pickup.

H. Sweep and otherwise clean the pavement, including grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item from all areas within the right of way, including underneath a grade separation structure.

I. Perform snow and ice control.

J. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State.

ARTICLE IV. CONTROLLED ACCESS HIGHWAYS

The following specific conditions and responsibilities shall apply to the controlled access State highways described in Exhibit B, in addition to the General Conditions in Article II above.

1. **State's Responsibilities (Controlled Access)**

A. Maintain the traveled surface and foundations of the main lanes, ramps, and frontage necessary for the proper support of vehicular loads encountered.

B. Mow and clean up litter within the outermost curbs of the frontage roads or the entire right-of-way width where no frontage roads exist. Assist in performing these operations between the right-of-way line and the outermost curb or crown line of the frontage roads on the City's request and if State resources are available.

C. Sweep and otherwise clean the traveled surface and shoulders of the main lanes, ramps, grade separation structures, and frontage roads.

D. Remove snow and control ice on the main lanes and ramps. Assist in these operations on the frontage roads and grade separation structures on the City's request and if State resources are available.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

E. Install and maintain school safety devices, school crosswalks, and crosswalks installed in conjunction with pedestrian signal heads on frontage roads. This does not include other pedestrian crosswalks.

F. Install, operate and maintain traffic signals at ramps and frontage road intersections, unless covered by a separate agreement.

G. Structural maintenance and repair of drainage facilities within the limits of the right-of-way and State drainage easements. This does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way or State easement but within its corporate limits.

2. **City's Responsibilities (Controlled Access)**

A. Prohibit, by ordinance or resolution and through enforcement, all parking on frontage roads except when parallel parking on one side is approved by the State in writing. Prohibit all parking on main lanes and ramps and at such other places where such restriction is necessary for satisfactory operation of traffic, by passing and enforcing ordinances or resolution and taking other appropriate action in addition to full compliance with current laws on parking.

B. When considered necessary and desirable by both the City and the State, the City shall pass and enforce an ordinance or resolution providing for one-way traffic on the frontage roads except as may be otherwise agreed to by separate agreements with the State.

C. Secure the approval of the State before any utility installation, repair, removal or adjustment is undertaken, crossing over or under the highway facility or entering the right-of-way. In the event of an emergency, it being evident that immediate action is necessary for protection of the public and to minimize property damage and loss of investment, the City, without the necessity of approval by the State, may at its own responsibility and risk make necessary emergency utility repairs, notifying the State of this action as soon as practical.

D. Pass necessary ordinances or resolutions and retain responsibility for enforcing the control of access to an expressway/freeway facility.

E. Sweep and otherwise clean the pavement other than the traveled surface and shoulders, including underneath grade separation structures. This includes cleaning and removing litter, trash, discarded personal property, unauthorized temporary shelters, or any other unauthorized item.

F. Mow and clean up litter between the right-of-way line and the outermost curb or crown line of the frontage roads, including drainage facilities in this area.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

G. Install and maintain all parking restriction signs, pedestrian crosswalks (except as provided by Art. II.5), and parking stripes when agreed to by the State in writing.

H. Signing and marking of intersecting city streets to State highways shall be the full responsibility of the City (except as provided by Art. II.5).

I. Retain all functions and responsibilities for maintenance and operations which are not specifically described as the responsibility of the State. State maintenance of drainage facilities within the right-of-way does not relieve the City of its responsibility for drainage of the State highway facility outside of the right-of-way but within its corporate limits except where participation by the State is specifically covered in a separate agreement between the City and the State.

ARTICLE V. TERMINATION

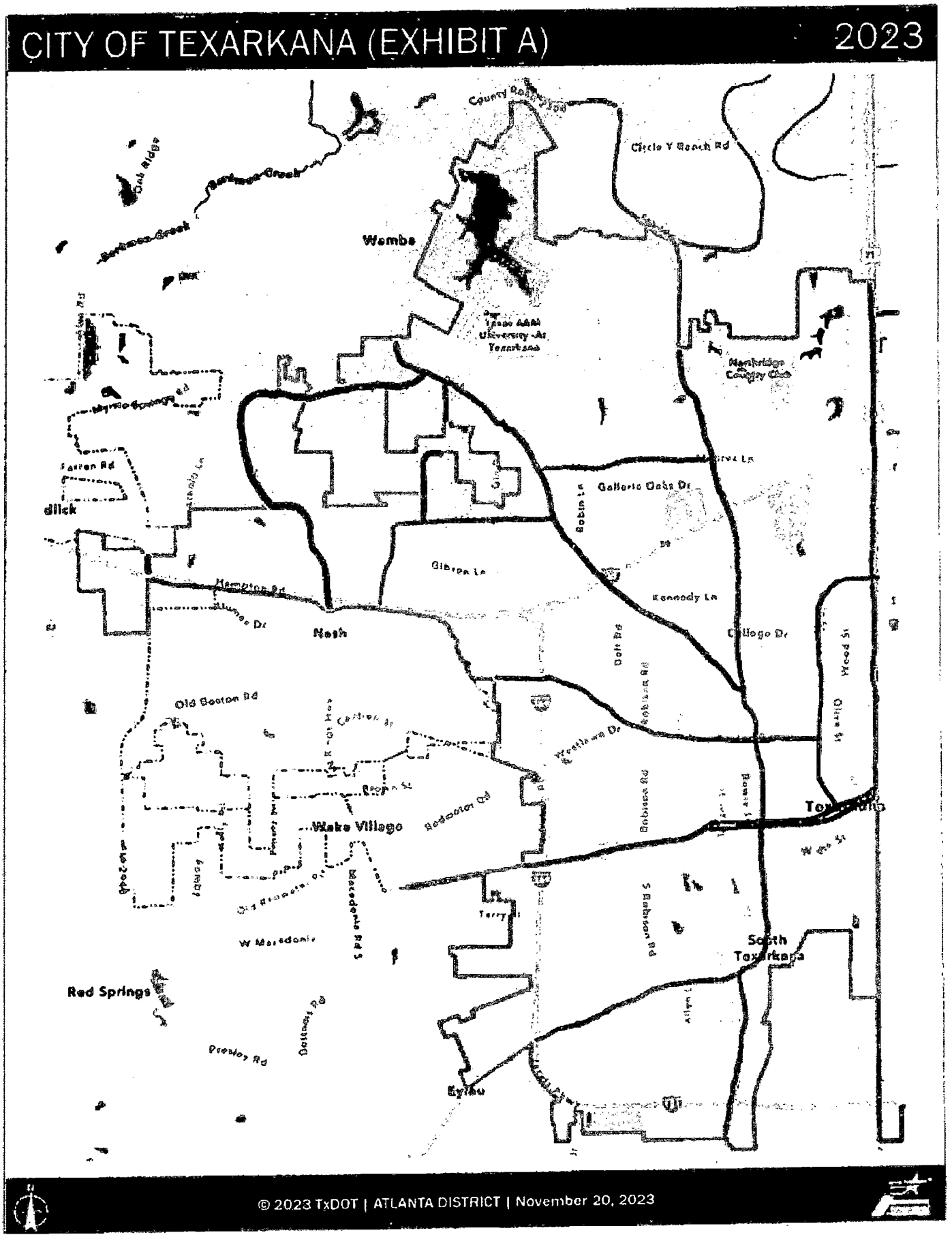
1. All obligations of the State to maintain and operate a State highway covered by this agreement shall terminate if and when such highway ceases to be designated as part of the State highway system.

2. Should either party fail to properly fulfill its obligations under this Agreement, the other party may terminate this agreement upon 30 days written notice.

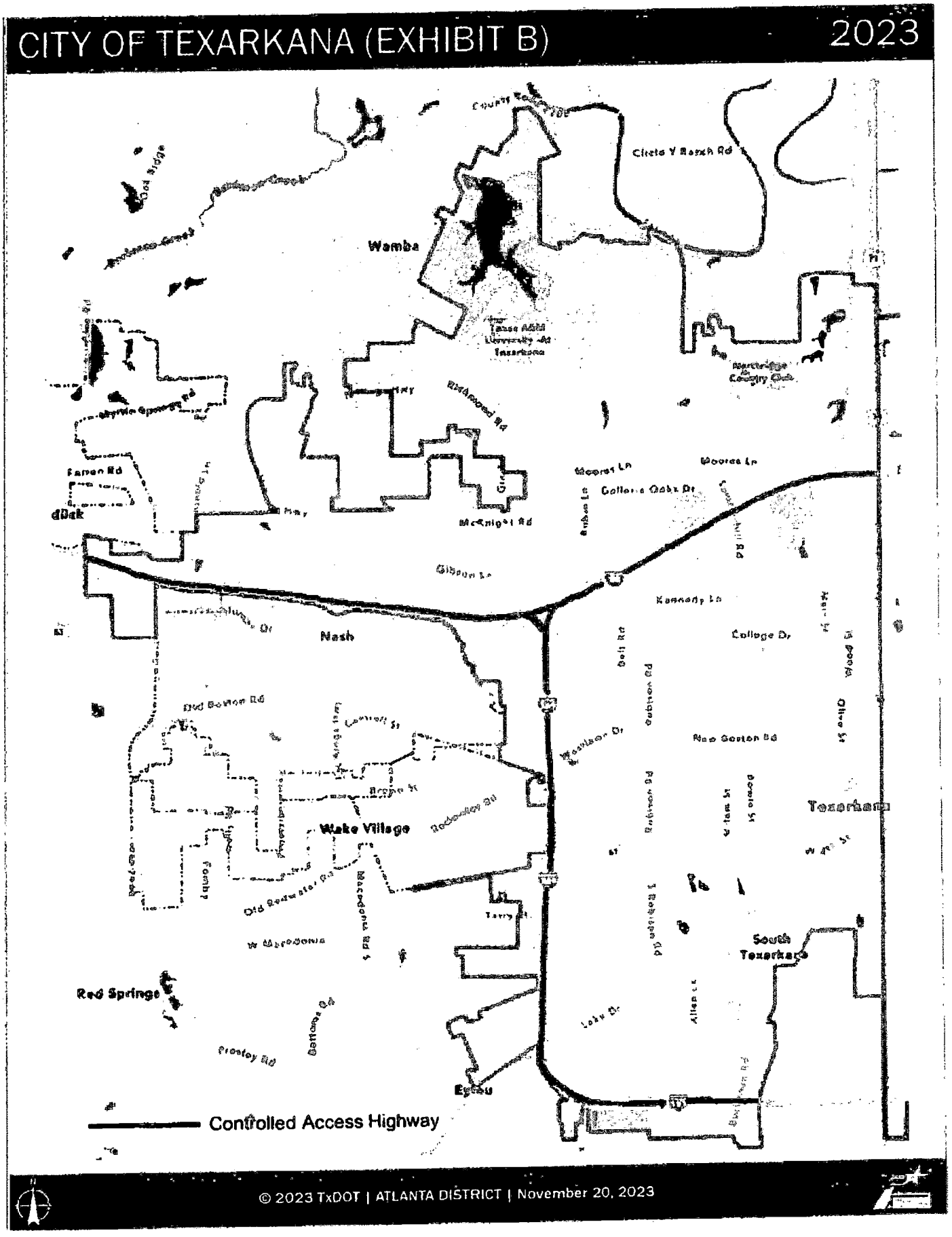
3. Upon termination, all maintenance and operation duties on non-controlled access State highways shall revert to City responsibilities, except that the State shall retain all maintenance and operation responsibilities on controlled access State highways.

City of Texarkana	State of Texas
Signature	DocuSigned by: Rebecca Wells, P.E. 23088C08B28F4A0... TxDOT District Engineer
DAVID ORR Name	Rebecca L. Wells, P. E. Name
CITY MANAGER Title	
2/13/24 Date	2/22/2024 Date

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)



Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)



Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

RESOLUTION NO. 2024-018

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RENEWING AND APPROVING THE "MUNICIPAL MAINTENANCE AGREEMENT" AND "AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT" BETWEEN THE STATE OF TEXAS AND THE CITY OF TEXARKANA, TEXAS, FOR THE MAINTENANCE, CONTROL, SUPERVISION, AND REGULATION OF CERTAIN STATE HIGHWAYS AND/OR PORTIONS OF STATE HIGHWAYS IN THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR THE EXECUTION OF SAID AGREEMENT AND AMENDMENT; AND ESTABLISHING AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the public convenience, safety, and necessity of the City and the people of the City require that State Highway routes within the City be adequately maintained; and

WHEREAS, the City has requested that the State of Texas enter upon and contribute financially to the maintenance of said project, which consists of those State Highways and/or portions thereof which are described and included in the MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) as amended by AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**), each exhibit incorporated herein by reference for all purposes; and

WHEREAS, the State of Texas has made it known to the City that it will, with its own forces and equipment and at its sole cost and expense, enter upon and maintain said project, conditioned upon the provisions concerning liabilities and responsibilities for maintenance, control, supervision, and regulation which are set out in the attached MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**); and

WHEREAS, City Council approval of the attached agreement and amendment will renew and replace the current maintenance agreement authorized by Resolution No. 2014-032 [Feb. 24, 2014].

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

SECTION 1: The MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit A**) and AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT (**Exhibit B**) are hereby approved. The City Manager is authorized to execute said agreement and amendment on behalf of the City of Texarkana, Texas, and to transmit the same to the State of Texas for appropriate action.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

DocuSign Envelope ID: 89D5C93B-EF09-43BA-B05D-FBCFEAA98CEB

EXHIBIT "D"

LIGHTING INSTALLATIONS

NO APPLICABLE LIGHTING INSTALLATIONS SUBJECT TO THIS AGREEMENT WITHIN CITY LIMITS.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

THE STATE OF TEXAS §

THE COUNTY OF TRAVIS §

AMENDMENT #1 TO MUNICIPAL MAINTENANCE AGREEMENT

WHEREAS, on the 13th of February, 2024, the Texas Department of Transportation, the "State", and the City of Texarkana, the "City" entered into a Municipal Maintenance Agreement intended to cover and provide for State participation in the maintenance of state routes within the City; and

WHEREAS, the State, under the aforementioned Agreement, is responsible for certain specifically listed items within the city; and

WHEREAS, the City desires to perform some of the items listed as the State's responsibilities within the city; and

WHEREAS, the City and the State agree to amend the existing Municipal Maintenance Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

ARTICLE II. GENERAL CONDITIONS

7. C. The City will maintain and operate all existing high mast lights within the city. Maintenance will consist of routine activities such as changing lights and keeping the system operational. The State will repair or replace high mast lights damaged by third-party incidents.

ARTICLE III. NON-CONTROLLED ACCESS HIGHWAYS

1. State's Responsibilities (Non-Controlled Access)

G. Install traffic signals in cities with less than 50,000 population. Repair damage to signals caused by third-party incidents.

2. City's Responsibilities (Non-Controlled Access)

F. Maintain and operate all traffic signals in the city. Maintenance responsibilities are limited to routine maintenance activities. Any damage by third-party incident will be repaired by the State.

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

TERMINATION

TxDOT or the City may terminate this Amendment upon notice at any time for a violation of the terms of this Amendment. The termination of this Amendment does not affect any other provisions of the existing Municipal Maintenance Agreement between the parties. If the City has entered into a contract with a third party to perform any service under this Amendment, this Amendment will continue in effect until the current term of the contract has expired.

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties have hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY OF TEXARKANA

By: D

Name: DAVID ORR

Title: CITY MANAGER

Date: 2/13/24

APPROVED AS TO FORM:

By:

Name: Jeffery C. Lewis

Title: City Attorney

Date: 2/13/24

THE STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

APPROVED:

By: DocuSigned by: Rebecca L Wells, P.E.
23686CA8B2BF4A0...

Rebecca L Wells, P.E.
Atlanta District Engineer
Texas Department of Transportation

Date: 2/22/2024

Attachment: 2024-018 RES Renewing TxDOT MMA signed (4170 : 2024-018 RES TxDOT Muncipal Maintenance Agreement Renewal)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 2/7/2024 4:51 PM

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

Subject: Ordinance No. 2024-019 amending budgeted expenditures for the Fiscal Year ending September 30, 2024, by authorizing a roll over to the General Fund (Fund 101) of an unexpended fund balance allocation for one-time use of fund balance of expenditures in the amount of $7,993,029.10 previously approved by the City Council for the Fiscal Year ending September 30, 2023, and authorizing for the current fiscal year additional allocations of one-time use of fund balance from the General Fund (Fund 101) in the aggregate amount of $2,744,215.03 for improvements to the Bi-State Justice Building, Wallace Park, and Bringle Lake Trail and Bike System.

Briefing: 2/12/2024 **Public Hearing:** **Council Vote:** 2/12/2024

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In the FY 2023 budget, the Council authorized expenditures of $11,538,898 to come from a one-time use of General Fund fund balance for a list of various projects. Actual expenditures for FY 2023 totaled $3,545,868.90 leaving a remaining balance of $7,993,029.10 from the original allocation that needs to be rolled into the FY 2024 budget. In addition to this amount, staff is requesting the addition of an amendment for $1,040,314.00 for the Bi-State roofing project, which will ultimately be reimbursed through the Bi-State accounting which includes shared expenditures of Bowie County, Texarkana, AR, and Texarkana, TX. Staff is also requesting the addition of an amendment for $1,500,000.00 for improvements at Wallace Park and $203,901.03 for improvements to the Bringle Lake Wilderness Trail & Mountain Bike System. The improvements at Wallace Park will be included with the proposed improvements in the 2023 Bond. The total budget amendment requested to come from a one-time use of General Fund fund balance is $10,737,244.13.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Amending the budget to reflect these expenditures will reduce days in General Fund unassigned fund balance by approximately 102 days. After this amendment, the City still anticipates it will have approximately 172 days in General Fund unassigned fund balance. Our policy requires us to maintain 60 days in General Fund unassigned fund balance.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

Attachments

a. 2024-019 ORD Amending Budget for General Fund (Fund 101) (DOC)
b. 2024-019 ATTH 01 One-Time Use of General Fund FB (PDF)
c. 2024-019 Goals & Perspectives (DOCX)
d. 2024-019 ORD Amd. Budget for Gen. Fund 101 signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	01/24/2024 11:31 AM
Finance Department	Kristin Peeples	Finance Review	Completed	01/24/2024 11:31 AM
City Attorney	Jennifer Evans	Action	Skipped	02/08/2024 8:08 AM
City Manager	David Orr	City Manager Review	Completed	02/08/2024 8:44 AM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

ORDINANCE NO. 2024-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, BY AUTHORIZING A ROLL OVER TO THE GENERAL FUND (FUND 101) OF AN UNEXPENDED FUND BALANCE ALLOCATION FOR ONE-TIME USE OF FUND BALANCE FOR EXPENDITURES IN THE AMOUNT OF $7,993,029.10 PREVIOUSLY APPROVED BY THE CITY COUNCIL FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; AUTHORIZING FOR THE CURRENT FISCAL YEAR ADDITIONAL ALLOCATIONS OF ONE-TIME USE OF FUND BALANCE FROM THE GENERAL FUND (FUND 101) IN THE AGGREGATE AMOUNT OF $2,744,215.03 FOR IMPROVEMENTS TO THE BI-STATE JUSTICE BUILDING, WALLACE PARK, AND BRINGLE LAKE TRAIL AND BIKE SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, authorized expenditures of $11,538,898.00 from a one-time use of fund balance in the General Fund (Fund 101) for the fiscal year ending September 30, 2023; and

WHEREAS, $3,545,868.90 of that allocation was expended in fiscal year 2023; and

WHEREAS, $7,993,029.10 of the original allocation should be rolled over and included in the budget for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $1,040,314.00 for the Bi-State roofing project for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $1,500,000.00 for improvements at Wallace Park for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $203,901.03 for improvements to the Bringle Lake Wilderness Trail and Mountain Bike System for the fiscal year ending September 30, 2024; and

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

WHEREAS, staff requests that the budget for the fiscal year ending September 30, 2024 be amended to include a total allocation of a one-time use of fund balance for expenditures from the General Fund (Fund 101) in the aggregate amount of $10,737,244.13.

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

Attachment: 2024-019 ORD Amending Budget for General Fund (Fund 101) (4171 : 2024-019 ORD Amending the General Fund (Fund 101)

SECTION 1: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **SEVEN MILLION NINE HUNDRED NINETY-THREE THOUSAND TWENTY-NINE DOLLARS AND TEN CENTS ($7,993,029.10)** in expenditures in the General Fund (Fund 101); said amount equals the difference of allocations for expenditures authorized by the City Council for a one-time use of fund balance in the General Fund (Fund 101) of $11,538,898.00 for the fiscal year ending September 30, 2023, less expenditures made from that allocation in fiscal year 2023 in the amount of $3,545,868.90.

SECTION 2: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **TWO MILLION SEVEN HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND THREE CENTS ($2,744,215.03)** in expenditures in the General Fund (Fund 101); said amount equals the following authorizations of expenditures approved by the City Council in this Ordinance for a one-time use of fund balance in the General Fund (Fund 101) for the fiscal year ending September 30, 2024, for (i) one-time use of fund balance of $1,040,314.00 for the Bi-State Justice Building roofing project, (ii) one-time use of fund balance of $1,500,000.00 for various improvements at Wallace Park, and (iii) one-time use of fund balance of $203,901.03 for various improvements to the Bringle Lake Wilderness Trail and Mountain Bike System.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-019 ORD Amending Budget for General Fund (Fund 101) (4171 : 2024-019 ORD Amending the General Fund (Fund 101)

One-Time Use of Fund Balance 2024-019 ATTH 01

Fund-Dept	Account	Description	FY 2023 Budget	FY 2023 Actual	Available for Allocation	FY 2024 Original Budget	FY 2024 Rolled PO's	FY 2024 Current Budget	FY 2024 Budget Amendment Needed	FY 2024 Adjusted Budget After Amendment
101-2700	50007-Trf to Health Fund	Stabilize fund	800,067.00	800,067.00	-	-		-	-	-
101-2700	50067-Trf To Capital Replacement Fund	Fire Pumper Truck	731,000.00	731,000.00	-	-		-	-	-
101-2700	50101-Trf to National Fitness Campaign Fund	National Fitness Campaign Match	87,000.00	84,957.65	2,042.35	-		-	2,042.35	2,042.35
101-2700	50105-Trf to Union Station Fund	CRISI Grant Match	200,000.00	200,000.00	-	-		-	-	-
101-2700	50120-Transfer to TWU	Dead End Looping and Other Capital Projects	2,512,576.00	1,240,187.62	1,272,388.38	513,200.00		513,200.00	759,188.38	1,272,388.38
101-2700	53402-Tools And Equipment	Police hats, load bearing vests, mapping software, handheld radar units	45,000.00	26,657.35	18,342.65	-		-	18,342.65	18,342.65
101-2700	55801-Building & Facilities	Building Repairs for City Hall	200,000.00	-	200,000.00	-		-	200,000.00	200,000.00
101-2700	55801-Building & Facilities	Building Repairs for Fire Stations	1,000,000.00	167,284.25	832,715.75	-	829,380.12	829,380.12	3,335.63	832,715.75
101-2700	55801-Building & Facilities	Building Repairs for former Alaska Printing building	25,000.00	6,975.00	18,025.00	-		-	18,025.00	18,025.00
101-2700	55801-Building & Facilities	Fire station washers & dryers	72,000.00	-	72,000.00	-		-	72,000.00	72,000.00
101-2700	55801-Building & Facilities	Animal Services Building	450,000.00	-	450,000.00	-		-	450,000.00	450,000.00
101-2700	55814-Parks&Recreational Area	Various Parks Projects	237,227.99	237,227.99	-	-		-	-	-
101-2700	55814-Parks&Recreational Area	Bringle Lake Wilderness Trail & Mountain Bike System	46,098.97	46,098.97	-				-	-
101-2700	55817-Other Improvements	Master Planning for Parks	20,000.00		20,000.00	-		-	20,000.00	20,000.00
101-2700	55817-Other Improvements	Master Planning for Hazard Mitigation	20,000.00		20,000.00	-		-	20,000.00	20,000.00
101-2700	55817-Other Improvements	Storm Sirens	52,000.00	5,413.07	46,586.93	-		-	46,586.93	46,586.93
101-2700	57096 - Airport Terminal	Airport Runway	1,832,308.00	-	1,832,308.00	-		-	1,832,308.00	1,832,308.00
101-2700	57063-Infrastructure Improvements	College Drive & Potomac drainage	1,966,673.04	-	1,966,673.04	-		-	1,966,673.04	1,966,673.04
101-2700	57067-College Drive Bike Ped Project	College Dr. Sidewalk Matching Funds	627,971.00	-	627,971.00	-	627,971.00	627,971.00	-	627,971.00
101-2700	57069-N. Robison Bike Ped Project	N. Robison Road Sidewalk Matching Funds	613,976.00	-	613,976.00	-	613,976.00	613,976.00	-	613,976.00
			11,538,898.00	3,545,868.90	7,993,029.10	513,200.00	2,071,327.12	2,584,527.12	5,408,501.98	7,993,029.10
101-2700	54512-Bi State Rental	Bi-State Rental (Roof Project)			1,040,314.00				1,040,314.00	1,040,314.00
101-2700	57106-Wallace Park	Wallace Park			1,500,000.00				1,500,000.00	1,500,000.00
101-2700	55814-Parks&Recreational Area	Bringle Lake Wilderness Trail & Mountain Bike System			203,901.03				203,901.03	203,901.03
			-	-	2,744,215.03	-	-	-	2,744,215.03	2,744,215.03
			11,538,898.00	**3,545,868.90**	**10,737,244.13**	**513,200.00**	**2,071,327.12**	**2,584,527.12**	**8,152,717.01**	**10,737,244.13**

Attachment: 2024-019 ATTH 01 One-Time Use of General Fund FB (4171 : 2024-019 ORD Amending the

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2024-019 Goals & Perspectives (4171 : 2024-019 ORD Amending the General Fund (Fund 101) Budget)

ORDINANCE NO. 2024-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGETED EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2024, BY AUTHORIZING A ROLL OVER TO THE GENERAL FUND (FUND 101) OF AN UNEXPENDED FUND BALANCE ALLOCATION FOR ONE-TIME USE OF FUND BALANCE FOR EXPENDITURES IN THE AMOUNT OF $7,993,029.10 PREVIOUSLY APPROVED BY THE CITY COUNCIL FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023; AUTHORIZING FOR THE CURRENT FISCAL YEAR ADDITIONAL ALLOCATIONS OF ONE-TIME USE OF FUND BALANCE FROM THE GENERAL FUND (FUND 101) IN THE AGGREGATE AMOUNT OF $2,744,215.03 FOR IMPROVEMENTS TO THE BI-STATE JUSTICE BUILDING, WALLACE PARK, AND BRINGLE LAKE TRAIL AND BIKE SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas, authorized expenditures of $11,538,898.00 from a one-time use of fund balance in the General Fund (Fund 101) for the fiscal year ending September 30, 2023; and

WHEREAS, $3,545,868.90 of that allocation was expended in fiscal year 2023; and

WHEREAS, $7,993,029.10 of the original allocation should be rolled over and included in the budget for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $1,040,314.00 for the Bi-State roofing project for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $1,500,000.00 for improvements at Wallace Park for the fiscal year ending September 30, 2024; and

WHEREAS, staff is also requesting an additional allocation of a one-time use of fund balance of $203,901.03 for improvements to the Bringle Lake Wilderness Trail and Mountain Bike System for the fiscal year ending September 30, 2024; and

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

WHEREAS, staff requests that the budget for the fiscal year ending September 30, 2024 be amended to include a total allocation of a one-time use of fund balance for expenditures from the General Fund (Fund 101) in the aggregate amount of $10,737,244.13.

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

Attachment: 2024-019 ORD Amd. Budget for Gen. Fund 101 signed (4171 : 2024-019 ORD Amending the General Fund (Fund 101) Budget)

SECTION 1: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **SEVEN MILLION NINE HUNDRED NINETY-THREE THOUSAND TWENTY-NINE DOLLARS AND TEN CENTS ($7,993,029.10)** in expenditures in the General Fund (Fund 101); said amount equals the difference of allocations for expenditures authorized by the City Council for a one-time use of fund balance in the General Fund (Fund 101) of $11,538,898.00 for the fiscal year ending September 30, 2023, less expenditures made from that allocation in fiscal year 2023 in the amount of $3,545,868.90.

SECTION 2: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2023, and ending September 30, 2024, be amended to include **TWO MILLION SEVEN HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND THREE CENTS ($2,744,215.03)** in expenditures in the General Fund (Fund 101); said amount equals the following authorizations of expenditures approved by the City Council in this Ordinance for a one-time use of fund balance in the General Fund (Fund 101) for the fiscal year ending September 30, 2024, for (i) one-time use of fund balance of $1,040,314.00 for the Bi-State Justice Building roofing project, (ii) one-time use of fund balance of $1,500,000.00 for various improvements at Wallace Park, and (iii) one-time use of fund balance of $203,901.03 for various improvements to the Bringle Lake Wilderness Trail and Mountain Bike System.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20 p.m.

Attachment: 2024-019 ORD Amd. Budget for Gen. Fund 101 signed (4171 : 2024-019 ORD Amending the General Fund (Fund 101) Budget)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 2/8/2024 10:27 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director

Subject: Resolution No. 2024-020 authorizing the City Manager to execute a contract to repair the Wright Patman Water Treatment Plant Low Service Pump in the amount of $85,705. This amount is budgeted and will be paid from the Lake Texarkana Water Supply Corporation (LTWSC) Fund.

Briefing: 2/12/2024 **Public Hearing:** **Council Vote:** 2/12/2024

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The #3 low service pump for the Wright Patman Water Treatment Plant is down, in need of emergency repair. A. W. Chesterton Company quoted to complete the repair ATTH 01. This company was able to take the pump apart to evaluate the necessary repairs and is ready to make the repairs and have delivered and installed in 6 weeks. Due to the time constraints of the emergency A.W. Chesterton Company is the quickest option for this repair.

Potential Options:

- None

Fiscal Implications:

Funds are available in the Utility's 2023-2024 Budget in the Lake Texarkana Fund at $85,705.00.

Staff Recommendation:

Utility staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2024-020 RES Wright Patman #3 Low Service (DOCX)
b. 2024-020 ATTH 01 Quote (PDF)

c. 2024-020 Goals & Perspectives (DOCX)
d. 2024-020 RES WR Low Svc Pump signed (PDF)

Staff Coordination

Information Technology	Brandon Uselton	Department Head Review	Completed	01/29/2024 10:51 AM
TWU Finance	Tricia Briggs	TWU Finance Review	Completed	01/29/2024 11:16 AM
Water Utilities	Gary Smith	Action	Completed	01/29/2024 11:33 AM
City Manager	David Orr	City Manager Review	Completed	02/01/2024 8:29 AM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH A.W. CHESTERTON COMPANY OF BOSSIER CITY, LOUISIANA, TO REPAIR THE WRIGHT PATMAN WATER TREATMENT PLANT #3 LOW SERVICE PUMP IN A TOTAL AMOUNT NOT TO EXCEED $85,705; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Wright Patman Water Treatment Plant #3 low service pump is down; and

WHEREAS, it was determined the most cost-effective option would be to repair the #3 low service pump (**ATTH 01**) with a repair price of $85,705; and

WHEREAS, due to the emergency time constraints of this situation, A.W. Chesterton Company is the quickest option to have this pump repaired; it will take six weeks for repair and installation and needs to be completed prior to the peak demand season; and

WHEREAS, budgeted funds are available in the Utility's 2023-2024 budget in the Lake Texarkana Fund.

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

SECTION 1: The most cost-effective option would be to do the repair in a total amount not to exceed $85,705.

SECTION 2: The City Manager be and is hereby authorized to execute a contract with A.W. Chesterton Company of Bossier City, Louisiana, to carry out the repair to the Wright Patman Water Treatment Plant #3 low service pump.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-020 RES Wright Patman #3 Low Service (4172 : 2024-020 RES WR Low Svc Pump)

CHESTERTON
Global Solutions, Local Service.

A.W. CHESTERTON COMPANY
WORLDWIDE HEADQUARTERS
860 SALEM ST.
GROVELAND, MA. 01834 U.S.A
PHONE (781) 438-7000 FAX (781) 481-2500
**********.chesterton.com

Local Service Center :
A.W.Chesterton Company
North Louisiana Service Center
4500 MARLENA STREET
BOSSIER CITY, LA. 71111

Fax (318) 869-8930
Tel (318) 869-6232

Quotation

Q002102073-3

Page	1 of 1
Quotation Date	1/9/2024
Expiration Date	2/23/2024
Sales Person	Dustin Smith - Specialist - Shreveport
Our Reference	Bowen Spencer
Customer Reference	Corey Atkinson
Customer Requsition	

Customer No 016417

City of Texarkana Water Treatment Plant

2700 New Boston Road
Texarkana, TX 75504
United States

Line	Item number	Description	Quantity	Unit	Sales price	Extended
1.0	984410	4 Stage VTP Repair Chesterton Job# 7397	1.00	ea	85,705.00	85,705.00

Mr. Atkinson,
We are very pleased to quote the following recommendation of repairs that will restore your 4-Stage Vertical Turbine Pump to a high quality condition:
(A) Pick up pump from your facility.
(B) Disassemble, clean, inspect and document "As-Found" conditions.
(C) Inspect threaded bolt holes and repair as required.
(D) Manufacture a new line shafts (5 ea) fabricated from 17-4PH PSQ/TGP material.
(E) Manufacture new pump shaft fabricated from 17-4PH PSQ/TGP material.
(F) Manufacture new Top shaft fabricated from 17-4PH PSQ/TGP material.
(G) Manufacture new Motor shaft fabricated from 17-4PH PSQ/TGP material.
(H) Machine bore, manufacture new and install new bowl bushings (5 ea) fabricated from SAE 660 Bronze material.
(I) Set-up each bowl (5 ea) and machine skim each Eye Ring to nominal size to accept new impeller Eye Rings.
(J) Remove existing, manufacture new and install new impeller Eye rings (3 ea) fabricated from 660 Bronze material.
(K) Remove existing, manufacture new and install new impeller Wear rings (2 ea) fabricated from 660 Bronze material.
(L) Set-up Top Bowl and four spot weld register and machine to ensure proper fit-up to column.
(M) Set-up Top Column and four spot weld register and machine to ensure proper fit-up to Discharge Head.
(N) Modify existing Stuffing Box to accept new Chesterton 442HP mechanical seal.
(O) Apply Chesterton ARC SD4I coating to each of the 12" Impellers (4 ea). The scope of work includes the following:
a. Abrasive blast the Impellers to a cleanliness standard of SSPC-SP10 and a minimum of a 3-5 mil anchor profile.
b. Rebuild any damaged and pitted areas using ARC 10 or 858.
c. Apply 2 coats of ARC SD4i.
(P) Sand blast, clean and prep all parts for assembly.
(Q) Balance rotating assembly to 4W/N balancing criteria.
(R) Clean and reuse existing hardware for assembly.
(S) Assemble pump complete with Chesterton 442HP-3.00 SARSC/RSC FKM mechanical seal, new Rubber Cutlass bushings, Chesterton Non-IS Connect and other required hardware.
(T) Prep and paint.
(U) Deliver pump to your facility.
(V) Installation and start-up support.
Note: The proposed estimate is based on the current work scope and any additional discovery items to restore the equipment could result with additional costs. The cost estimate is based on standard turnaround timeframe and expedited requests may result with an additional cost adjustment. This estimate is valid for 30 days.
DELIVERY IN 4-6 WEEKS UPON RECEIPT OF CUSTOMER P.O.

Mode of delivery	HOTSHOT
Delivery terms	Not Applicable
Payment terms	Net 30 Days
Delivery address	City of Texarkana Water Treatment Plant 2700 New Boston Road Texarkana, TX 75504 United States

Currency	Amount	Charges	Sales tax amount	Total
USD	85,705.00	0.00	0,00	85,705.00

The pricing and lead time in this quote shall remain effective for thirty (30) days from the date of issuance.

THIS QUOTATION CONSTITUTES AN OFFER OF SALE. CHESTERTON'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY LIMITED TO CUSTOMER'S ACCEPTANCE OF CHESTERTON'S GENERAL TERMS AND CONDITIONS OF SALE, AVAILBALE THROUGH THE BELOW HYPERLINK OR YOUR CHESTERTON REPRESENTATIVE, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT CHESTERTON'S EXPRESS WRITTEN CONSENT. CHESTERTON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. ANY ACT BY CHESTERTON IN MANUFACTURING OR DELIVERING ANY PRODUCTS/ITEMS OR INITIATING OR PERFORMING ANY SERVICES FOR OR TO CUSTOMER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

Chesterton General Terms and Conditions of Sale

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

NO PRODUCT MAY BE RETURNED TO US FOR CREDIT EXCEPT UPON WRITTEN AUTHORITY
ALL MERCHANDISE PRODUCED BY UN IN ACCORDANCE WITH U.S. FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED

Attachment: 2024-020 ATTH 01 Quote (4172 : 2024-020 RES WR Low Svc Pump)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Public Information Plan:

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

Other:

Attachment: 2024-020 Goals & Perspectives (4172 : 2024-020 RES WR Low Svc Pump)

RESOLUTION NO. 2024-020

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH A.W. CHESTERTON COMPANY OF BOSSIER CITY, LOUISIANA, TO REPAIR THE WRIGHT PATMAN WATER TREATMENT PLANT #3 LOW SERVICE PUMP IN A TOTAL AMOUNT NOT TO EXCEED $85,705; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Lake Wright Patman Water Treatment Plant #3 low service pump is down; and

WHEREAS, it was determined the most cost-effective option would be to repair the #3 low service pump (**ATTH 01**) with a repair price of $85,705; and

WHEREAS, due to the emergency time constraints of this situation, A.W. Chesterton Company is the quickest option to have this pump repaired; it will take six weeks for repair and installation and needs to be completed prior to the peak demand season; and

WHEREAS, budgeted funds are available in the Utility's 2023-2024 budget in the Lake Texarkana Fund.

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

SECTION 1: The most cost-effective option would be to do the repair in a total amount not to exceed $85,705.

SECTION 2: The City Manager be and is hereby authorized to execute a contract with A.W. Chesterton Company of Bossier City, Louisiana, to carry out the repair to the Wright Patman Water Treatment Plant #3 low service pump.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:20p.m.

Attachment: 2024-020 RES WR Low Svc Pump signed (4172 : 2024-020 RES WR Low Svc Pump)

CHESTERTON
Global Solutions, Local Service.

A.W. CHESTERTON COMPANY
WORLDWIDE HEADQUARTERS
860 SALEM ST.
GROVELAND, MA. 01834 U.S.A
PHONE (781) 438-7000 FAX (781) 481-2500
**********.chesterton.com

2024-020 ATTH 01

Local Service Center :
A.W.Chesterton Company
North Louisiana Service Center
4500 MARLENA STREET
BOSSIER CITY, LA. 71111

Fax (318) 869-8930
Tel (318) 869-6232

Quotation

Q002102073-3

Page	1 of 1
Quotation Date	1/9/2024
Expiration Date	2/23/2024
Sales Person	Dustin Smith - Specialist - Shreveport
Our Reference	Bowen Spencer
Customer Reference	Corey Atkinson
Customer Requsition	

Customer No 016417

City of Texarkana Water Treatment Plant

2700 New Boston Road
Texarkana, TX 75504
United States

Line	Item number	Description	Quantity	Unit	Sales price	Extended
1.0	984410	4 Stage VTP Repair Chesterton Job# 7397	1.00	ea	85,705.00	85,705.00

Mr. Atkinson,
We are very pleased to quote the following recommendation of repairs that will restore your 4-Stage Vertical Turbine Pump to a high quality condition:
(A) Pick up pump from your facility.
(B) Disassemble, clean, inspect and document "As-Found" conditions.
(C) Inspect threaded bolt holes and repair as required.
(D) Manufacture a new line shafts (5 ea) fabricated from 17-4PH PSQ/TGP material.
(E) Manufacture new pump shaft fabricated from 17-4PH PSQ/TGP material.
(F) Manufacture new Top shaft fabricated from 17-4PH PSQ/TGP material.
(G) Manufacture new Motor shaft fabricated from 17-4PH PSQ/TGP material.
(H) Machine bore, manufacture new and install new bowl bushings (5 ea) fabricated from SAE 660 Bronze material.
(I) Set-up each bowl (5 ea) and machine skim each Eye Ring to nominal size to accept new impeller Eye Rings.
(J) Remove existing, manufacture new and install new impeller Eye rings (3 ea) fabricated from 660 Bronze material.
(K) Remove existing, manufacture new and install new impeller Wear rings (2 ea) fabricated from 660 Bronze material.
(L) Set-up Top Bowl and four spot weld register and machine to ensure proper fit-up to column.
(M) Set-up Top Column and four spot weld register and machine to ensure proper fit-up to Discharge Head.
(N) Modify existing Stuffing Box to accept new Chesterton 442HP mechanical seal.
(O) Apply Chesterton ARC SD4I coating to each of the 12" Impellers (4 ea). The scope of work includes the following:
a. Abrasive blast the Impellers to a cleanliness standard of SSPC-SP10 and a minimum of a 3-5 mil anchor profile.
b. Rebuild any damaged and pitted areas using ARC 10 or 858.
c. Apply 2 coats of ARC SD4i.
(P) Sand blast, clean and prep all parts for assembly.
(Q) Balance rotating assembly to 4W/N balancing criteria.
(R) Clean and reuse existing hardware for assembly.
(S) Assemble pump complete with Chesterton 442HP-3.00 SARSC/RSC FKM mechanical seal, new Rubber Cutlass bushings, Chesterton Non-IS Connect and other required hardware.
(T) Prep and paint.
(U) Deliver pump to your facility.
(V) Installation and start-up support.
Note: The proposed estimate is based on the current work scope and any additional discovery items to restore the equipment could result with additional costs. The cost estimate is based on standard turnaround timeframe and expedited requests may result with an additional cost adjustment. This estimate is valid for 30 days.
DELIVERY IN 4-6 WEEKS UPON RECEIPT OF CUSTOMER P.O.

Mode of delivery	HOTSHOT
Delivery terms	Not Applicable
Payment terms	Net 30 Days
Delivery address	City of Texarkana Water Treatment Plant 2700 New Boston Road Texarkana, TX 75504 United States

Currency	Amount	Charges	Sales tax amount	Total
USD	85,705.00	0.00	0,00	85,705.00

The pricing and lead time in this quote shall remain effective for thirty (30) days from the date of issuance.

THIS QUOTATION CONSTITUTES AN OFFER OF SALE. CHESTERTON'S ACCEPTANCE OF ANY ORDER IS EXPRESSLY LIMITED TO CUSTOMER'S ACCEPTANCE OF CHESTERTON'S GENERAL TERMS AND CONDITIONS OF SALE, AVAILBALE THROUGH THE BELOW HYPERLINK OR YOUR CHESTERTON REPRESENTATIVE, WHICH CANNOT BE ALTERED OR AMENDED WITHOUT CHESTERTON'S EXPRESS WRITTEN CONSENT. CHESTERTON OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS. ANY ACT BY CHESTERTON IN MANUFACTURING OR DELIVERING ANY PRODUCTS/ITEMS OR INITIATING OR PERFORMING ANY SERVICES FOR OR TO CUSTOMER SHALL NOT CONSTITUTE AN ACCEPTANCE OF ADDITIONAL OR DIFFERENT TERMS IN CUSTOMER'S PURCHASE ORDER OR ANY OTHER DOCUMENT.

Chesterton General Terms and Conditions of Sale

THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END-USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAW AND REGULATIONS.

NO PRODUCT MAY BE RETURNED TO US FOR CREDIT EXCEPT UPON WRITTEN AUTHORITY
ALL MERCHANDISE PRODUCED BY UN IN ACCORDANCE WITH U.S. FAIR LABOR STANDARDS ACT OF 1938 AS AMENDED

Attachment: 2024-020 RES WR Low Svc Pump signed (4172 : 2024-020 RES WR Low Svc Pump)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/8/2024 10:28 AM

Lead Department: Economic Development **Action Officer:** Lisa Thompson, Economic Development/PIO

Subject: Ordinance No. 2024-016 amending Ordinance No. 2015-029 for a TIRZ agreement for Caldera I East in the TIRZ #1 District and providing a map of agreed upon properties on which to base reimbursement.

Briefing: 2/26/2024 **Public Hearing:** 2/26/2024 **Council Vote:** 2/26/2024

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City Council established Tax Reinvestment Zone # 1, as authorized under the Texas Tax Code Chapter 311 in 2009 and approved Ordinance 2015-029 on April 27, 2015 for the extension of Gibson Lane to Texas FM 989 (Kings Hwy). This project was approved as a Public Infrastructure Project for Tax Increment Reinvestment Zone #1 by the TIRZ #1 Board, and approved for the development agreement by City Council in April of 2015.

The City Manager was authorized to enter into a contract with Caldera East I LLC or other parties in a grand total amount not to exceed TWO MILLION AND N0/ 100 DOLLARS ($ 2, 000,000.00) for funding street construction and improvements to Gibson Lane between Pleasant Grove Road and Texas FM 989. The contract and Development Agreement was executed and entered into on June 8, 2015; and

At this time, the Parties of the agreement desire to better describe the TIRZ Zone for which this project applies and from which reimbursement funds are derived. To that end, staff is proposing that the TIRZ Agreement for Caldera I East in the TIRZ #1 District in the City of Texarkana, Texas be amended to provide a map of agreed upon properties upon which to base reimbursement. All other provisions of the Development and Reimbursement Agreement shall remain in full force and effect.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Funding will be derived from TIRZ District #1 for reimbursement.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and Updating Map (DOC)
b. 2024-016 ATTH 01 First Amendment (DOCX)
c. 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (PDF)
d. 2024-016 ATTH 03 ORD 2015-029 signed (PDF)
e. 2024-016 ATTH 04 Map of Reimbursement Parameters (PDF)
f. 2024-016 Goals & Perspectives (DOCX)
g. 2024-016 ORD amd. TIRZ #1 Caldera I East signed (PDF)

Staff Coordination

Economic Development	Completed	Lisa Thompson 02/08/2024 8:25 AM	Department Head Review	
City Manager	David Orr	City Manager Review	Completed	02/08/2024 8:44 AM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 2015-029 FOR A TIRZ AGREEMENT FOR CALDERA I EAST IN THE TIRZ #1 DISTRICT IN THE CITY OF TEXARKANA, TEXAS, AND PROVIDING A MAP OF AGREED UPON PROPERTIES UPON WHICH TO BASE REIMBURSEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved Ordinance No. 2015-029 on April 27, 2015; and

WHEREAS, the City Council established Tax Reinvestment Zone # 1, as authorized under the Texas Tax Code Chapter 311 in 2009; and

WHEREAS, the Public Infrastructure Project list for Tax Increment Reinvestment Zone # 1 includes an amount not to exceed **NINE MILLION DOLLARS ($9,000,000)** for the extension of Gibson Lane to Texas FM 989 (Kings Hwy); and

WHEREAS, the TIRZ Board has recommended this proposed street extension project, and it is listed in its annual report; and

WHEREAS, the City Council recognizes the need for funding for this proposed street extension project through reimbursement of approved construction costs using funds generated from future development revenue dedicated to the TIRZ #1 fund; and

WHEREAS, the City Council believes this to be in the best interest of the citizens and the safety of the community; and

WHEREAS, The City Manager was authorized to enter into a contract with Caldera East I LLC or other parties in a grand total amount not to exceed **TWO MILLION DOLLARS ($2,000,000)** for funding street construction and improvements to Gibson Lane between Pleasant Grove Road and Texas FM 989; and

WHEREAS, said contract and development agreement was executed and entered on June 8, 2015; and

WHEREAS, future revenue from new development in Tax Increment Reinvestment Zone # 1 will be the sole source of funding for the reimbursement of construction costs; and

WHEREAS, the parties desire to better describe the TIRZ Zone for which this project applies and from which reimbursement funds are derived.

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

Attachment: 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and Updating Map [Revision 1] (4168 : 2024-016 ORD Amending TIRZ

SECTION 1: The TIRZ Agreement for Caldera I East in the TIRZ #1 District in the City be amended to provide a map of agreed upon properties upon which to base reimbursement. All other provisions of the Development and Reimbursement Agreement shall remain in full force and effect.

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

PASSED AND APPROVED in Regular Council Session on this the **26th day of February, 2024**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and Updating Map [Revision 1] (4168 : 2024-016 ORD Amending TIRZ

FIRST AMENDMENT TO
DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This First Amendment (the "Amendment") to that certain Development and Reimbursement Agreement executed on June 8, 2015 (the "Development Agreement") is made and entered into on this the ____ day of _____, 2024 (both the Amendment and the Development Agreement are collectively referred to herein as the "Agreement"), by and between the City of Texarkana, Texas, a home-ruled municipality with an address of 220 Texas Blvd, Texarkana, Texas of Bowie County, Texas (the "City"), and Caldera I East, LLC with an address of 5502 Cowhorn Creek Road, Suite B, Texarkana, TX 75503 (the "Developer")(collectively referred to herein as the "Parties").

WHEREAS, the Parties entered into the Development Agreement for certain public infrastructure projects in the City's Tax Reinvestment Zone (the "TIRZ Zone"); and

WHEREAS, under the Agreement the Developer was entitled to reimbursement under certain conditions and with funds derived solely from the TIRZ fund; and

WHEREAS, the Parties desire to better describe the TIRZ Zone for which this project applies and from which reimbursement funds are derived;

NOW THEREFORE, the Parties agree as follows:

Paragraph 15(b) of the Development Agreement shall be amended to read as follows:

> "(b) thereafter, any and all payments to Developer shall be funded solely from revenue received by TIRZ #1 (which area is more specifically defined in the map attached hereto as Exhibit "C") from new revenue generating development completed after the execution of this Agreement or that is directly attributable to completion of the Extension ("Future Revenue"). Such amounts shall be determined on an annual basis by the Bowie County Appraisal District (BCAD) and submitted to the City. City shall submit a report to Developer within thirty (30) days after receipt of the revenue information from BCAD annually setting forth the Future Revenue during that fiscal year (the "Annual Report") and submit payment for same within ten (10) days of providing Developer with the Annual Report. Notwithstanding the above, all payments to Developer are conditioned upon Developer having fulfilled all obligations under this Agreement, and the availability and receipt of Future Revenue."

All other provisions of the Development and Reimbursement Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, acting under authority, have caused this Amendment to be duly executed in several counterparts, each of which shall constitute an original, as of the day and the year written above.

Attachment: 2024-016 ATTH 01 First Amendment (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and updating map)

CITY OF TEXARKANA, TEXAS

By: _____ _____
Dr. David Orr, City Manager Date

Attested to by:

_____
Jennifer Evans, City Secretary

DEVELOPER: CALDERA I EAST, LLC

By: _____ _____
Rayfield Walsh, Jr., Member/Manager Date

Attachment: 2024-016 ATTH 01 First Amendment (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and updating map)

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement is made by and between the City of Texarkana, Texas, a municipal corporation of the State of Texas, with offices located at 220 Texas Blvd, Texarkana TX 75502 ("City") and Caldera I East, LLC (Developer), a Texas limited liability company, with an address of 5502 Cowhorn Creek Rd. Suite B (the "Developer).

WHEREAS, in 2009 the City Council established Tax Reinvestment Zone ("TIRZ") #1, as authorized under the Texas Tax Code Chapter 311; and

WHEREAS, the TIRZ # 1 Board has recommended various Public Infrastructure Projects for TIRZ #1, including a street extension project ("the TIRZ Project") for the extension of Gibson Lane from University Avenue to Texas FM 989 (Kings Highway), budgeted in an amount not to exceed $9,000,000; and

WHEREAS, the City Council finds and determines the public need for funding for the proposed TIRZ Project through reimbursement of approved construction costs using revenue generated solely from future development within TIRZ #1; and

WHEREAS, the Developer owns certain property located within TIRZ # 1 between Pleasant Grove Road and Texas FM 989 in Bowie County, Texarkana, Texas, more specifically set forth in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, Developer desires to construct a portion of the TIRZ Project for the extension of Gibson Lane between Pleasant Grove Road and Texas FM 989 (the "Extension"), and intends to offer the completed street for dedication upon acceptance by City; and

WHEREAS, the City Council finds and determines that the Extension, upon completion, will be a public benefit to City in furthering the City's goal of facilitating the creation of additional economic development in the area, and therefore the best interests of the City and Developer will be advanced by establishing conditions, guidelines and procedures governing the construction and installation of the Extension and the manner in which the Developer may be eligible for reimbursement.

NOW THEREFORE, in accordance with the consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is mutually acknowledged, the parties do hereby agree as follow:

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

I. AGREEMENT

1. Subject to the terms and conditions contained in this Agreement, and pursuant to plans and specifications consistent with City ordinances approved by City prior to the start of construction (the "Approved Plans and Specifications"), Developer agrees to construct a minimum 50-foot wide street with appropriate turn lanes extending Gibson Lane from Pleasant Grove Road to connect to Texas FM 989 in Texarkana, Bowie County, Texas as set forth in Exhibit "B", which depicts the parameters of the Extension. A more detailed survey will be provided to City by Developer setting forth the specific parameters of the right of way being conveyed prior to acceptance and any payments being made to Developer.

2. The construction of the Extension shall include any infrastructure and improvements necessary to support street construction in conformity with the Approved Plans and Specifications: the infrastructure and improvements include but are not necessarily limited to road paving, curbing, soil erosion control measures, street lights, street signs, signal lights or signalization, grading, electric lines, telephone lines, cable television lines, natural gas lines, water, wastewater, drainage and sewer (including the relocation of lines if necessary) (the "Improvements").

II. APPROVALS

3. Developer shall be required to obtain any and all local, county, state and other governmental approvals necessary to install the Improvements, as generally described on the Approved Plans and Specifications. This Agreement shall not be construed to grant such governmental approvals. Any approvals needed from City will be submitted and approved under City's ordinances and normal and customary practice.

4. Developer shall be required to obtain and submit to City a survey that identifies the route for the Extension and all properties that will be affected by the Extension. Any deficiency identified by City in the submitted survey shall be corrected by Developer at Developer's expense.

5. Developer shall submit to City a horizontal layout of the Extension, and the rights-of-way that will be required from each owner whose property will be crossed by the Extension. Any deficiency identified by City in the submitted layout shall be corrected by Developer at Developer's expense. After City approves the layout, Developer shall then submit the layout to the Texas Department of Transportation for approval. Copies of any documents received by Developer from the Texas Department of Transportation shall be promptly submitted to City.

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

III. EXTENSION AND IMPROVEMENTS

6. In connection with obtaining the necessary governmental approvals to construct the Improvements, Developer has and will continue to prepare engineering plans and drawings. Those engineering plans and drawings, after they have been approved by the applicable governmental agency, will be submitted to the City's municipal engineer and/or other City designee, as applicable, for City approval (collectively, the "Municipal Engineer") and shall thereafter be incorporated into and made a part of this Agreement as the Approved Plans and Specifications. After City approval, the Developer shall construct the Improvements in accordance with the Approved Plans and Specifications. City reserves the right to inspect any aspect of Developer's work at any time and at any stage of the construction.

7. Upon request by Developer, and prior to the issuance of a Certificate of Completion, the Municipal Engineer shall inspect all aspects of the Extension and Improvements, including the final grading and road bed, to determine compliance with the Approved Plans and Specifications. City agrees to accept dedication of the Extension within 45 days after the Municipal Engineer certifies compliance with the Approved Plans and Specifications.

8. Except as otherwise set forth herein, Developer will maintain the Extension and Improvements unless and until accepted for dedication by City.

9. The Extension and Improvements shall, at all times, be installed and constructed in a good and workmanlike manner and in accordance with all local, county, state and federal laws, statutes, regulations and ordinances. Developer, its successors and assigns, agree to indemnify and hold City, its elected officials, employees, professionals, agents, servants, insurers, successors and assigns, harmless from and against any and all claims, actions, liability, and expenses in connection with injury or loss of life to person or damage to property arising from the Developer's performance of its obligations under this Agreement, and agrees to subrogate any claim it may have or allege against City.

10. Developer shall provide City with a copy of the following:

(a) copies of the recorded and signed plat and/or dedicated rights-of-way;

(b) copy of "as built" drawings from Developer's engineer; and

(c) a signed, sealed and dated statement from Developer's design engineer that the work was performed under the engineer's supervision, that the

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

engineer has inspected the same, and the construction conforms in all respects to the requirements and provisions of the Approved Plans and Specifications.

IV. BONDING

11. Developer will post performance guaranties for the Extension and Improvements in accordance with City ordinances or other requirements. The performance guaranties shall be posted prior to the commencement of construction and installation of the Extension and Improvements. Promptly after the completion of the Extension and Improvements, the Municipal Engineer will perform a final inspection, and if the Extension and Improvements meet with the approval of the Municipal Engineer, and subject to any limitations and requirements of City, the performance guaranty shall be released. Prior to final acceptance and release of any performance guaranty, Developer shall provide to the Municipal Engineer as built documents for any installed infrastructure, if applicable. The as built documents shall be provided in both reproducible hard copy and an electronic format compatible with Municipal Engineer's system.

V. REIMBURSEMENT

12. The Developer shall be entitled to reimbursement for the cost and expense associated with the construction and installation of the Extension and Improvements, which costs and expenses include but are not necessarily limited to hard construction costs, application fees, permit fees, professional fees, performance bond fees, interest on construction loan, and maintenance costs (the "Reimbursable Expenses") up to a maximum reimbursement of Three Million and No Dollars ($3,000,000.00) (the "Reimbursable Cap").

13. City shall reimburse Developer for the costs incurred in constructing and completing the Extension and Improvements only after the following conditions have been met:

(a) Developer shall provide a full and complete accounting to City that substantiates and verifies all costs incurred are in accordance with the Approved Plans and Specifications;

(b) The City and Municipal Engineer shall review the documented costs provided by Developer to confirm that the cost estimate set forth in the Approved Plans and Specifications is in accordance with the actual costs incurred by the Developer;

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

(c) The Extension and Improvements have been constructed, completed, and are in compliance with Approved Plans and Specifications, and a detailed survey acceptable to City of the right of way being conveyed has been provided to City ;

(d) The Extension and Improvements have been inspected and approved by the Municipal Engineer;

(e) Developer has provided a release executed by each supplier, contractor, and subcontractor stating they have been paid in full by Developer and no liens have been filed within 30 days after certification of completion by the Municipal Engineer; and

(f) Developer has provided proof that Developer has no outstanding City liens on any properties, no outstanding property taxes, and no Code violations relating to this or any other of Developer's properties within the City's jurisdiction.

14. This Agreement is intended to cover only the Extension depicted in Exhibit "B". In the event that Developer installs any additional improvements not covered in this Agreement, Developer shall not be entitled to any reimbursement for those additional improvements.

15. Upon fulfillment of the above conditions by Developer and subject to the availability of funds derived solely from revenue from TIRZ #1, City shall reimburse Developer as follows:

(a) One Million Dollars and No Cents ($1,000,000.00) upon the occurrence of all conditions set forth in paragraph 13 of this Agreement;

(b) thereafter, any and all payments to Developer shall be funded solely from revenue received by TIRZ # 1 from new revenue-generating development completed after the execution of this Agreement that either abuts Gibson Lane or is directly attributable to completion of the Extension ("Future Revenue"). Such amounts shall be determined on an annual basis by the Bowie County Appraisal District (BCAD) and submitted to the City. City shall submit a report to Developer within thirty (30) days after receipt of the revenue information from BCAD annually setting forth the Future Revenue during that fiscal year (the "Annual Report") and submit payment for same within ten (10) days of providing Developer with the Annual Report. Notwithstanding the above, all payments to Developer are

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

conditioned upon Developer having fulfilled all obligations under this Agreement, and the availability and receipt of Future Revenue.

VI. WARRANTIES/GUARANTEES

16. Developer makes the following warranties and representation to City as a material inducement to the execution of this Agreement:

a. Developer either owns the Property or has an agreement with all owners located within TIRZ #1 in Texarkana, Texas, which includes the proposed route to extend Gibson Lane from Pleasant Grove Road to Texas FM 989 in Texarkana, Bowie County, Texas, as set forth in ExhibitB.

b. Developer is authorized to enter into this Agreement to carry out its obligations hereunder and has authorized its signatory on the last page of this Agreement to sign and execute the document on behalf of Developer.

17. Developer warrants and guarantees Developer will correct or replace any or all aspects of the Extension and Improvements determined by City to be faulty, defective, or inadequate in any respect during the twelve month period following acceptance by City (if accepted by City). Replacement or correction of such faulty, defective, or inadequate work shall not be a reimbursable expense. Following City's acceptance and the dedication of the Extension to City, City shall be responsible for street maintenance.

VII. INSURANCE

18. During the term of this Agreement, and before commencing work, the Developer shall be required, at its own expense, to furnish City ~~within ten (10) days of execution of this Agreement~~ certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of this Agreement. City shall have no duty to pay or perform under this Agreement until such certificate has been delivered to and approved by City.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

occurrence form. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

(1) Premises/Operations
(2) Products Completed Operations
(3) Independent Contractors
(4) Personal Injury
(5) Contractual Liability

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $500,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. Developer may maintain reasonable and customary deductibles, subject to approval by City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of $500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, Developer shall specifically endorse applicable insurance policies as follows:

(1) The City shall be named as an additional insured with respect to general liability.

(2) A waiver of subrogation in favor of City shall be contained in the workers compensation coverage.

(3) All insurance policies shall be endorsed to require the insurer to immediately notify City of any material change in the insurance coverage.

(4) All insurance policies shall be endorsed to the effect that City will receive at least 10 days' notice prior to cancellation, non-renewal or termination of the insurance.

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

All insurance shall be purchased from an insurance company that meets the following requirements: (i) a financial rating of A: VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's; and (ii) written by companies approved by the State of Texas and acceptable to City.

VIII. DEFAULT

19. In the event that either party fails to perform its duties and obligations under this Agreement after ten (10) days written notice, then there shall be an event of default and the aggrieved party shall have the rights as set forth in article IX of this Agreement; provided that if the failure to perform is of such nature that it cannot reasonably be cured in ten (10) days, then there shall be no default so long as the party is making a diligent and good faith effort to correct the deficiency.

IX. DISPUTE RESOLUTION

20. If a dispute arises between the parties relating to rights, duties, or obligations arising out of the Contract, the parties agree to the following dispute resolution procedures:

(a) A meeting shall be held promptly between the parties or their designated representatives to attempt in good faith to informally negotiate a resolution of the dispute. Such negotiations may include one or both parties securing legal counsel or consultants who may participate in the negotiation.

(b) If resolution is not readily achieved by informal negotiations, the parties may agree to select a neutral third party ("NTP") to assist in resolution of the dispute. The NTP shall promptly convene a private meeting with all representatives of the parties to hear the parties' positions and render oral recommendations for resolution of the dispute. The recommendations of the NTP shall not be binding on any party. By separate written agreement, the parties may further define the role of the NTP and may expand the NTP to consist of a team of persons possessing the necessary expertise. Use of the NTP is voluntary. No party will be deemed to be in breach of this Contract solely because of a refusal to utilize a NTP.

(c) If resolution is not achieved by informal negotiations, the dispute shall be settled by mandatory arbitration in accordance with and governed by Texas state law. Each party shall select a disinterested representative; then the parties' respective shall choose a third person; and the three persons shall then comprise the "arbitration panel" with authority as provided under Chapter 171 of the Texas Civil

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

(a) Developer completes the construction of the Extension and Improvements and receives reimbursement for all Reimbursable Expenses for said construction and Improvements as shown on the Approved Plans and Specifications, with such Reimbursable Expenses being less than the Reimbursable Cap;

(b) City has paid Developer the Reimbursable Cap;

(c) the Tax Increment Reinvestment Zone #1 expires (which the parties anticipate shall occur in 2035), and in such event City shall have no further obligation for any payment under this Agreement, including payment of Reimbursable Expenses; or

(d) Developer does not qualify for reimbursement under the terms of this Agreement for any reason, and in such event this Agreement shall terminate thirty (30) days after Developer has terminated work on the Extension or Improvements or completed same.

XIII. THIRD PARTY IMPROVEMENTS

25. By executing this Agreement, City is taking no position concerning the potential right of third parties to construct improvements in the road beds or on adjacent property, and this Agreement is not intended to prohibit such third parties from asserting their rights under applicable law. Developer, by executing this Agreement, does not acknowledge that third parties have a right to construct improvements in the road beds or adjacent property. The parties acknowledge that City has the right, but not the obligation, to make public improvements in the road beds and in any rights-of-way including, but not limited to water, wastewater, and sewer.

XIV. MISCELLANEOUS PROVISIONS

26. Governing Law. The terms and conditions of this Agreement shall be governed and construed in accordance with the laws of the State of Texas. Venue for this Agreement shall be in Bowie County, Texas, the place of performance.

27. Headings. The article headings contained in this Agreement are for reference only and for the convenience of the parties. They shall not be deemed to constitute a part of this Agreement nor shall they alter, modify, or supersede the contents of any of the provisions themselves.

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

28. Severability. If any of the provisions of this Agreement are deemed invalid, void, or illegal, then the provisions so affected shall be deleted from this Agreement. All remaining provisions shall remain in full force and effect.

29. Availability of Funds. Developer (s) understands and acknowledges that all funds used for payment according to this Agreement shall be received solely from Future Revenue from new development in Tax Increment Reinvestment Zone #1.

30. Further Assurances. Developer and City agree that each will take any action including but not limited to the execution of any documentation, which may be reasonably necessary to effectuate the intent of the parties as set forth in this Agreement.

31. Authorization. Developer and City further agree and represent that the parties executing this Agreement each have been duly authorized to execute this Agreement and have the requisite authority to execute this Agreement, and be bound thereby.

IN WITNESS WHEREOF, the parties have executed this Development and Reimbursement Agreement on the dates indicated below.

CITY OF TEXARKANA, TEXAS

_____ Date: June 4th, 2015
By: John Whitson, City Manager

DEVELOPER: CALDERA I EAST, LLC

_____ Date: June 8, 2015
By: Rayfield Walsh, Jr., Member/Manager

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

Tract 1
Property Description
12.947 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as 27.5 acres in the deed from Marie K. Arrington to Brenda Raney, dated July 9th, 2008, recorded in Volume 5424, Page 333 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South line of Hatridge 3RD Addition, a replat of lots 8, 9, 10 and 11, Block 3, of Hatridge Addition, according to the plat recorded in Volume 5299, Page 222 of the Real Property Records of Bowie County, Texas, the Northeast corner of the said 27.5 acre tract and an outside ell corner of that certain tract of land described as 24 1/4 acres in the deed from Muriel Kunkel to Bancorpsouth Bank Asset Management & Trust as Trustee of the Muriel Kunkel Irrevocable Trust, dated May 30, 2012, recorded in Volume 6238, Page 249 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 24 1/4 acres in the deed from S. D. Crumpton, et ux, Annie Crumpton to Cleo Norton, dated August 26, 1942, recorded in Volume 320, Page 408 of the Deed Records of Bowie County, Texas, said corner bears North 87 degrees 16 minutes 26 seconds East a distance of 40.17 feet to a 1 inch pipe found for a corner, an inside ell corner of the said 24 1/4 acre tract, the Southeast corner of the said addition;

THENCE South 02 degrees 49 minutes 24 seconds East (basis of bearings) at a distance of 281.80 feet passing a 1 1/2 inch steel pipe found for a corner (control monument), the Southwest corner of the said 24 1/4 acre tract, the Northwest corner of that certain tract of land described as Lot 2, Block 1 of Waggoner Creek West, a subdivision of a part of the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, according to the plat recorded in Volume 6051, Page 271 of the Real Property Records of Bowie County, Texas, and continuing in all a total distance of 917.69 feet to a 1 inch steel pipe found for a corner, the Southwest corner of the said 27.5 acre tract and the Northeast corner of that certain tract of land described as 7.00 acres in the deed from D. H. Curran and Margie L. Curran to Joe Paul Crane, Jr. and Charlene M. Crane, dated April 12, 1979, recorded in Volume 648, Page 113 of the Deed Records of Bowie County, Texas;

Thence South 87 degrees 56 minutes 41 seconds West a distance of 620.36 feet along the South line of the said 27.5 acre tract and the North line of the said 7.00 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, an outside ell corner of the said 27.5 acre tract, the Southeast corner of that certain tract of land described as 7.71 acres in the deed from Lawrence L. Arrington, et ux, to E. F. Raney, et ux, dated September 20, 1965, recorded in Volume 459, Page 645 of the Deed Records of Bowie County, Texas;

THENCE North 02 degrees 45 minutes 12 seconds West a distance of 377.85 feet along the East line of the said 7.71 acre tract, the West line of the said 27.5 acre tract, generally and partially along a fence to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, the Northeast corner of the said 7.71 acre tract, an angle point of the said 27.5 acre tract;

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

THENCE North 01 degrees 43 minutes 41 seconds West a distance of 532.66 feet generally along a fence to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South line of the said Addition and the North line of the said 27.5 acre tract;

THENCE North 87 degrees 16 minutes 26 seconds East a distance of 609.67 feet along the North line of the said 27.5 acre tract and the South line of the said Addition to the point of beginning and containing 12.947 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on May 28, 2015.

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

Tract 2
Property Description
Bowie County, TX

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being all of that certain tract of land described as Lot 2, Block 1 of Waggoner Creek West, a subdivision of a part of the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, according to the plat recorded in Volume 6051, Page 271 of the Real Property Records of Bowie County, Texas.

Save & Except the following tract of land:

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as Lot 2, Block 1 of Waggoner Creek West, a subdivision of a part of the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, according to the plat recorded in Volume 6051, Page 271 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the West line of the said Lot 2, the East line of that certain tract of land described as 7.00 acres in the deed from D. H. Curran & Margie L. Curran to Joe Paul Crane Jr. and Charlene M. Crane, dated April 12, 1979, recorded in Volume 648, Page 113 of the Deed Records of Bowie County, Texas, the beginning of a circular curve to the left, said corner bears North 02 degrees 10 minutes 47 seconds West a distance of 14.65 feet and North 02 degrees 49 minutes 24 seconds West a distance of 635.88 feet to a 1 1/2 inch steel pipe found for a corner, the Northwest corner of the said Lot 2, the Northwest corner of the said subdivision;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 21.53 feet, with a delta angle of 01 degrees 30 minutes 56 seconds, a radius of 813.94 feet, a chord bearing of North 87 degrees 53 minutes 26 seconds East, and a chord distance of 21.53 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, at the end of the said circular curve;

THENCE North 87 degrees 07 minutes 58 seconds East a distance of 417.74 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, at the beginning of a circular curve to the left;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 130.05 feet, with a delta angle of 13 degrees 32 minutes 52 seconds, a radius of 550.00 feet, a chord bearing of North 80 degrees 21 minutes 32 seconds East, and a chord distance of 129.75 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, at the end of the said circular curve;

THENCE North 73 degrees 35 minutes 06 seconds East a distance of 144.39 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE South 02 degrees 09 minutes 27 seconds East a distance of 893.43 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the South line of the said Lot 2 and the North line of that certain tract of

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

land described as 18.188 acres in the deed from Marjorie Prater to Roy W. Nutt, et ux, dated August 11, 1978, recorded in Volume 638, Page 234 of the Deed Records of Bowie County, Texas, said corner bears North 75 degrees 42 minutes 02 seconds East at a distance of 961.69 feet to a Type I TxDOT right-of-way marker found for a corner lying in the West right-of-way line of Farm-to-Market Road 2878 (Pleasant Grove Road), the Southeast corner of the said Lot 2, the Southeast corner of the said subdivision and the Northeast corner of the said 18.188 acre tract, North 08 degrees 17 minutes 11 seconds East at a distance of 208.13 feet to a Type I TxDOT right-of-way marker (control monument no. 1), and North 10 degrees 28 minutes 41 seconds East (basis of bearings) a distance of 1130.49 feet to a 2 inch steel pipe found for a corner (control monument no. 2), the Northeast corner of the said Lot 2;

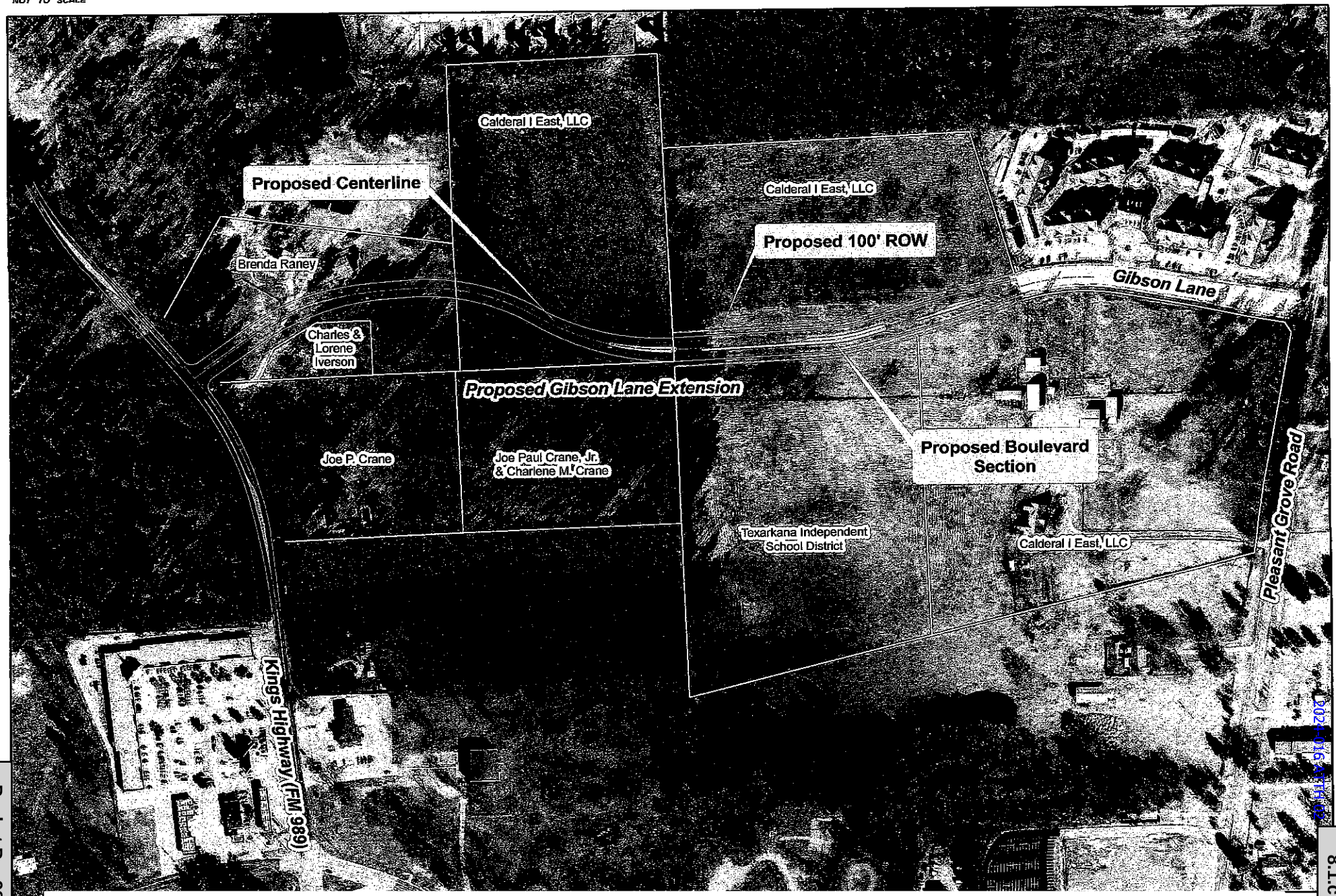
THENCE South 75 degrees 42 minutes 02 seconds West a distance of 723.63 feet along the South line of the said Lot 2 and the North line of the said 18.188 acre tract, to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the East line of Lot No. 2 of the Amended Cross Pointe Subdivision, according to the plat recorded in Volume 5624, Page 312 of the Real Property Records of Bowie County, Texas, the Southwest corner of the said Lot 2 of Waggoner Creek Crossing West, the Northwest corner of the said 18.188 acre tract;

THENCE North 02 degrees 10 minutes 47 seconds West, a distance of 980.02 feet along the East line of the said Lot No. 2 of the Amended Cross Point Subdivision, the East line of that certain tract of land described as 12.5 acres in the deed from Ann Tye to John Wilson Cross, Jr., dated June 3, 1992, recorded in Volume 1778, Page 155 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 12.5 acres in the deed from John Wilson Cross, Jr. to Anne Tye, dated August 1, 1979, recorded in Volume 659, Page 14 of the Deed Records of Bowie County, Texas, and the East line of the said 7.00 acre tract to the point of beginning, and containing 14.999 acres of land, at the time of this survey.

Attachment: 2024-016 ATTH 02 EXECUTED Dev and Reimb Agmt (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

Proposed Gibson Lane Extension
Caldera I East, LLC

NOT TO SCALE



ORDINANCE NO. 2015-029

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH CALDERA EAST I LLC OR OTHER PARTIES FOR THE FUNDING OF STREET CONSTRUCTION AND IMPROVEMENTS TO COMPLETE THE EXTENSION OF GIBSON LANE FROM PLEASANT GROVE ROAD TO TEXAS FM 989 (KINGS HWY); APPROVING THE REIMBURSEMENT OF THE APPROVED CONSTRUCTION COSTS USING FUNDS GENERATED FROM FUTURE DEVELOPMENT REVENUE FROM THE TAX INCREMENT REINVESTMENT FUND #1 IN AN AMOUNT NOT TO EXCEED TWO MILLION DOLLARS ($2,000,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council established Tax Reinvestment Zone #1, as authorized under the Texas Tax Code Chapter 311 in 2009; and

WHEREAS, the Public Infrastructure Project list for Tax Increment Reinvestment Zone #1 includes an amount not to exceed $9,000,000 for the extension of Gibson Lane to Texas FM 989 (Kings Hwy); and

WHEREAS, the TIRZ Board has recommended this proposed street extension project and it is listed in their annual report; and

WHEREAS, the City Council recognizes the need for funding for this proposed street extension project through reimbursement of approved construction costs using funds generated from future development revenue dedicated to the TIRZ #1 fund; and

WHEREAS, the City Council believes this to be in the best interest of the citizens and the safety of the community.

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

SECTION 1: That the City Manager be and is hereby authorized to enter into a contract with Caldera East I LLC or other parties in a grand total amount not to exceed TWO MILLION AND N0/100 DOLLARS ($2,000,000.00) for funding street construction and improvements to Gibson Lane between Pleasant Grove Road and Texas FM 989.

SECTION 2: That the future revenue from new development in Tax Increment Reinvestment Zone #1 will be the sole source of the funding for the reimbursement of construction costs.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **27th day of April, 2015**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

7:27 p.m.

Attachment: 2024-016 ATTH 03 ORD 2015-029 signed (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and updating map)

Hawk Ln
Stone Ledge Blvd
Cascades Blvd
Arista Blvd
Pearson Ln
Windermere Pl
Gin Rd
Ave West Fork Dr
Westridge
Mcknight Rd
Cooper Ridge Dr
Cooper Ridge Ln
Cooper Ridge Way
Cooper Ridge Blvd
France Ln
Cooper Ln
Hillside Dr
David Dr
Crumpton Dr
Skylark Dr
Pleasant Grove Rd
Connie Ln
Sylvia Dr
Melody Ln
Twin Oak Dr
University Park
Sarah Cir
Jonathan St
Elizabeth Ann St
Lesley Ln
Pavilion Pkwy
N Kings Hwy
Arrington Rd
Oak Creek Rd
Gibson Ln
University Ave
Hampton Rd
Dogwood Ln
Guss Orr Dr
West Park Blvd
I-30 E
I-30
St Michael Dr
Lone Star Crossing
Ochsenbien Rd
Mall Dr
N Bishop Rd
Pavilion Pkwy
Systems Dr
Atwoods Dr
Dustin Ter
Ashlee Blvd
Robin Dr
N Pecan St
Walton Dr
Alumax Rd
Watts St
Post St

EXHIBIT C
Reimburseable Zone Area
(as outlined in pink)

N

Attachment: 2024-016 ATTH 04 Map of Reimbursement Parameters (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and updating map)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-016 Goals & Perspectives (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and updating map)

ORDINANCE NO. 2024-016

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING ORDINANCE NO. 2015-029 FOR A TIRZ AGREEMENT FOR CALDERA I EAST IN THE TIRZ #1 DISTRICT IN THE CITY OF TEXARKANA, TEXAS, AND PROVIDING A MAP OF AGREED UPON PROPERTIES UPON WHICH TO BASE REIMBURSEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved Ordinance No. 2015-029 on April 27, 2015; and

WHEREAS, the City Council established Tax Reinvestment Zone # 1, as authorized under the Texas Tax Code Chapter 311 in 2009; and

WHEREAS, the Public Infrastructure Project list for Tax Increment Reinvestment Zone # 1 includes an amount not to exceed **NINE MILLION DOLLARS ($9,000,000)** for the extension of Gibson Lane to Texas FM 989 (Kings Hwy); and

WHEREAS, the TIRZ Board has recommended this proposed street extension project, and it is listed in its annual report; and

WHEREAS, the City Council recognizes the need for funding for this proposed street extension project through reimbursement of approved construction costs using funds generated from future development revenue dedicated to the TIRZ #1 fund; and

WHEREAS, the City Council believes this to be in the best interest of the citizens and the safety of the community; and

WHEREAS, The City Manager was authorized to enter into a contract with Caldera East I LLC or other parties in a grand total amount not to exceed **TWO MILLION DOLLARS ($2,000,000)** for funding street construction and improvements to Gibson Lane between Pleasant Grove Road and Texas FM 989; and

WHEREAS, said contract and development agreement was executed and entered on June 8, 2015; and

WHEREAS, future revenue from new development in Tax Increment Reinvestment Zone # 1 will be the sole source of funding for the reimbursement of construction costs; and

WHEREAS, the parties desire to better describe the TIRZ Zone for which this project applies and from which reimbursement funds are derived.

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

Attachment: 2024-016 ORD amd. TIRZ #1 Caldera I East signed (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

SECTION 1: The TIRZ Agreement for Caldera I East in the TIRZ #1 District in the City be amended to provide a map of agreed upon properties upon which to base reimbursement. All other provisions of the Development and Reimbursement Agreement shall remain in full force and effect.

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

PASSED AND APPROVED in Regular Council Session on this the **26th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:35 p.m.

Attachment: 2024-016 ORD amd. TIRZ #1 Caldera I East signed (4168 : 2024-016 ORD Amending TIRZ #1 Caldera East I Agreement and

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/8/2024 3:56 PM

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

Subject: Resolution No. 2024-022 authorizing the City Manager to terminate the current Natural Resource Damage Assessment (NRDA) Interlocal Agreement and directing staff to work with the NRDA Trustees on restoration alternatives.

Briefing: 2/26/2024 **Public Hearing:** 2/26/2024 **Council Vote:** 2/26/2024

Item Schedule

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

Updates/History of Briefing:

February 12, 2024:
NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas was awarded a $9,800,000.00 grant in 2020 through the Natural Resource Damage Assessment, to restore and naturalize streamlines of creeks in Texarkana, TX that flow into Days Creek. This was awarded due to ecological damage from run off from the previous Kerr-McGee/Tronox site. Since the award we have worked with an engineering firm, AquaStrategies, to develop plans for stream restoration for this project. The NRDA Trustees have decided to move to another engineering firm after the planning process with AquaStrategies did not meet the Trustees' goals for progress on the project. With this change the Trustees have requested us to terminate the existing interlocal agreement, and work toward establishing a new agreement as we evaluate the feasibility of the projects that were identified by the City as our priorities.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The Trustees are engaged in restoration planning utilizing the remaining award amount to identify potential restoration alternatives in or near the City.

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2024-022 RES NRDA terminating agreement (DOCX)
b. 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (PDF)
c. 2024-022 Goals & Perspectives (DOCX)
d. 2024-022 ORD NRDA terminating agreement signed (PDF)

Staff Coordination

Parks, Recreation & Health	Completed	Robby Robertson 02/08/2024 2:34 PM	Department Head Review	
City Manager	David Orr	City Manager Review	Completed	02/08/2024 3:41 PM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

RESOLUTION NO. 2024-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO TEMINATE AN INTERLOCAL AGREEMENT WITH THE NATURAL RESOURCE DAMAGE ASSESSMENT (NRDA) TRUSTEES, AND TO DIRECT STAFF TO WORK WITH THE NRDA TRUSTEES TO ESTABLISH A NEW AGREEMENT FOR CREEK RESTORATION ALTERNATIVES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City was awarded a **NINE MILLION EIGHT HUNDRED THOUSAND DOLLAR ($9,800,000)** grant through the Natural Resource Damage Assessment in 2020; and

WHEREAS, the City hired the engineering firm AquaStrategies as consultants through the planning phases of the project; and

WHEREAS, after working with AquaStrategies on engineering plans for a 30% design and a 60% design, the NRDA Trustees felt that the project was not meeting the desired outcomes, and decided to hire a new engineering company to finish the project; and

WHEREAS, once AquaStrategies was removed from the project, the NRDA Trustees requested to terminate the existing Interlocal Agreement to engage in restoration planning utilizing the remaining award amount to identify potential restoration alternatives in or near the City; and

WHEREAS, the letter requesting this agreement termination is attached as **ATTH 01.**

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

SECTION 1: The City Manager be and is hereby authorized to terminate the existing Interlocal Agreement with the NRDA Trustees and enter negotiations to establish a new agreement for restoration alternatives.

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

PASSED AND APPROVED in Regular Council Session on this the **26th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2024-022 RES NRDA terminating agreement (4182 : 2024-022 RES NRDA termination of agreement)

Agreed Termination of the Agreement for the Enhancement and Restoration of Days Creek Watershed Project in Texarkana, Bowie, Texas

1. Premises and Authority

1.1 Effective June 8, 2020, the Texas Commission on Environmental Quality, the Texas General Land Office, and the Texas Parks and Wildlife Department (collectively, the Trustees), in their capacities as natural resource trustees, and the City of Texarkana (the Performing Party), a local government of the State of Texas, entered into an Agreement for the Enhancement and Restoration of Days Creek Watershed Project in Texarkana, Bowie, Texas (the Agreement).

1.2 The Parties to the Agreement and this Agreed Termination are the Trustees and the Performing Party.

1.3 The Trustees are member agencies of the Natural Resource Trustee Council for the former Kerr-McGee Chemical Corporation wood-treating facility (Tronox LLC) and are authorized to act on behalf of the public to assess damages and seek recovery for natural resources injured or lost as a result of releases of hazardous substances at or from the former Kerr-McGee Chemical Corporation wood-treating facility in Texarkana, Bowie County, Texas (the Tronox Facility).

1.4 Funds provided under the Agreement result from natural resource damage settlements concerning the release of hazardous substance at or from the Tronox Facility.

1.5 The Agreement sets forth terms and conditions upon which the Parties will cooperatively conduct authorized governmental functions and activities consistent with the Restoration Plan/Environmental Assessment for the Tronox Facility, March 2019. Specifically, the Trustees agreed to provide funds to the Performing Party to (i) conserve approximately 200 acres of forested riparian habitat and (ii) implement projects to restore and stabilize approximately six miles of urban creek channels of the Days Creek Watershed in Texarkana, Texas.

1.6 The Parties entered into the Agreement pursuant to Chapter 791 of the Texas Government Code.

1.7 Additionally, the Trustees entered into the Agreement pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.*; the Clean Water Act, 33 U.S.C. 1251 *et seq.*; and other applicable laws and/or authority.

1.8 The Parties have agreed to terminate the Agreement.

1.9 The Parties agree that the representations, indemnifications, warranties, and continuing obligations described in Paragraph 22 of the Agreement will survive as provided under the Agreement.

2. Waivers and Releases

2.1 The Performing Party has executed a Final Waiver and Release of Claims, attached hereto as Exhibit A and incorporated herein by reference.

2.2 The Parties agree that the executed Exhibit A satisfies any and all requirements of Paragraph 10.8 (*i.e.*, a conditional waiver and release of all claims) of the Agreement.

2.3 The Trustees agree to waive and release the obligations of the Performing Party to perform conforming Agreement activities.

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

2.4 The Parties agree to waive all conditions precedent prescribed in the Agreement for termination of the Agreement, including notice and opportunity to cure and material noncompliance provided under the Agreement.

3. Termination

3.1 The Agreement, excluding the surviving obligations described in Paragraph 22 of the Agreement, is hereby terminated upon the agreement of the Parties.

3.2 This Agreed Termination may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

3.3 The undersigned each acknowledges that he/she have the authority to sign this Agreement on behalf of the Party that he/she represents.

3.4 Termination of the Agreement shall be effective on the date of the last signature.

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

For Performing Party, City of Texarkana

_____ _____
(Signature) Date

_____
(Name)

_____
(Title)

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas Commission on Environmental Quality:

_____ _____

Kelly Keel
Executive Director

Date

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas Parks and Wildlife Department:

_____ _____

David Yoskowitz, Ph.D.
Executive Director

Date

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas General Land Office:

_____ _____

Mark Havens
Chief Clerk

Date

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

Exhibit A

Final Waiver and Release of Claims

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

Final Waiver and Release of Claims – City of Texarkana

The City of Texarkana and its successors and assigns release, discharge and relinquish the Texas Commission on Environmental Quality, the Texas General Land Office, the Texas Parks and Wildlife Department, and the United States Fish and Wildlife Service, acting on behalf of the United States Department of the Interior (collectively, the Trustees), their officers, agents, and employees from all claims, known or unknown, arising out of or relating to the Agreement for the Enhancement and Restoration of Days Creek Watershed Project, effective June 8, 2020.

It is expressly agreed and understood that this FINAL waiver and release of all claims is effective, without any further action of any party, upon the Agreed Termination of the Agreement for the Enhancement and Restoration of Days Creek Watershed Project in Texarkana, Bowie, Texas, between the City of Texarkana and the Trustees, becoming effective.

Executed on this _____ day of _____, 2024.

Authorized Representative, City of Texarkana

_____
(Signature)

_____
(Name)

_____
(Title)

Attachment: 2024-022 ATTH 01 - Agrm. to Terminate Interlocal Agreement (4182 : 2024-022 RES NRDA termination of agreement)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2024-022 Goals & Perspectives (4182 : 2024-022 RES NRDA termination of agreement)

RESOLUTION NO. 2024-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO TEMINATE AN INTERLOCAL AGREEMENT WITH THE NATURAL RESOURCE DAMAGE ASSESSMENT (NRDA) TRUSTEES, AND TO DIRECT STAFF TO WORK WITH THE NRDA TRUSTEES TO ESTABLISH A NEW AGREEMENT FOR CREEK RESTORATION ALTERNATIVES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City was awarded a **NINE MILLION EIGHT HUNDRED THOUSAND DOLLAR ($9,800,000)** grant through the Natural Resource Damage Assessment in 2020; and

WHEREAS, the City hired the engineering firm AquaStrategies as consultants through the planning phases of the project; and

WHEREAS, after working with AquaStrategies on engineering plans for a 30% design and a 60% design, the NRDA Trustees felt that the project was not meeting the desired outcomes, and decided to hire a new engineering company to finish the project; and

WHEREAS, once AquaStrategies was removed from the project, the NRDA Trustees requested to terminate the existing Interlocal Agreement to engage in restoration planning utilizing the remaining award amount to identify potential restoration alternatives in or near the City; and

WHEREAS, the letter requesting this agreement termination is attached as **ATTH 01.**

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

SECTION 1: The City Manager be and is hereby authorized to terminate the existing Interlocal Agreement with the NRDA Trustees and enter negotiations to establish a new agreement for restoration alternatives.

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

PASSED AND APPROVED in Regular Council Session on this the **26th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:36p.m.

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

Agreed Termination of the Agreement
for the
Enhancement and Restoration of Days Creek Watershed
Project in Texarkana, Bowie, Texas

1. Premises and Authority

1.1 Effective June 8, 2020, the Texas Commission on Environmental Quality, the Texas General Land Office, and the Texas Parks and Wildlife Department (collectively, the Trustees), in their capacities as natural resource trustees, and the City of Texarkana (the Performing Party), a local government of the State of Texas, entered into an Agreement for the Enhancement and Restoration of Days Creek Watershed Project in Texarkana, Bowie, Texas (the Agreement).

1.2 The Parties to the Agreement and this Agreed Termination are the Trustees and the Performing Party.

1.3 The Trustees are member agencies of the Natural Resource Trustee Council for the former Kerr-McGee Chemical Corporation wood-treating facility (Tronox LLC) and are authorized to act on behalf of the public to assess damages and seek recovery for natural resources injured or lost as a result of releases of hazardous substances at or from the former Kerr-McGee Chemical Corporation wood-treating facility in Texarkana, Bowie County, Texas (the Tronox Facility).

1.4 Funds provided under the Agreement result from natural resource damage settlements concerning the release of hazardous substance at or from the Tronox Facility.

1.5 The Agreement sets forth terms and conditions upon which the Parties will cooperatively conduct authorized governmental functions and activities consistent with the Restoration Plan/Environmental Assessment for the Tronox Facility, March 2019. Specifically, the Trustees agreed to provide funds to the Performing Party to (i) conserve approximately 200 acres of forested riparian habitat and (ii) implement projects to restore and stabilize approximately six miles of urban creek channels of the Days Creek Watershed in Texarkana, Texas.

1.6 The Parties entered into the Agreement pursuant to Chapter 791 of the Texas Government Code.

1.7 Additionally, the Trustees entered into the Agreement pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 9601 *et seq.*; the Clean Water Act, 33 U.S.C. 1251 *et seq.*; and other applicable laws and/or authority.

1.8 The Parties have agreed to terminate the Agreement.

1.9 The Parties agree that the representations, indemnifications, warranties, and continuing obligations described in Paragraph 22 of the Agreement will survive as provided under the Agreement.

2. Waivers and Releases

2.1 The Performing Party has executed a Final Waiver and Release of Claims, attached hereto as Exhibit A and incorporated herein by reference.

2.2 The Parties agree that the executed Exhibit A satisfies any and all requirements of Paragraph 10.8 (*i.e.*, a conditional waiver and release of all claims) of the Agreement.

2.3 The Trustees agree to waive and release the obligations of the Performing Party to perform conforming Agreement activities.

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

2.4 The Parties agree to waive all conditions precedent prescribed in the Agreement for termination of the Agreement, including notice and opportunity to cure and material noncompliance provided under the Agreement.

3. Termination

3.1 The Agreement, excluding the surviving obligations described in Paragraph 22 of the Agreement, is hereby terminated upon the agreement of the Parties.

3.2 This Agreed Termination may be signed in any number of copies. Each copy when signed is deemed an original and each copy constitutes one and the same Agreement.

3.3 The undersigned each acknowledges that he/she have the authority to sign this Agreement on behalf of the Party that he/she represents.

3.4 Termination of the Agreement shall be effective on the date of the last signature.

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

For Performing Party, City of Texarkana

(Signature) Date 2/27/24

DAVID ORR
(Name)

CITY MANAGER
(Title)

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas Commission on Environmental Quality:

_____ _____

Kelly Keel
Executive Director

Date

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas Parks and Wildlife Department:

_____ _____

David Yoskowitz, Ph.D. Date
Executive Director

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

For Trustee, Texas General Land Office:

_____ _____

Mark Havens
Chief Clerk

Date

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

Exhibit A

Final Waiver and Release of Claims

Final Waiver and Release of Claims – City of Texarkana

The City of Texarkana and its successors and assigns release, discharge and relinquish the Texas Commission on Environmental Quality, the Texas General Land Office, the Texas Parks and Wildlife Department, and the United States Fish and Wildlife Service, acting on behalf of the United States Department of the Interior (collectively, the Trustees), their officers, agents, and employees from all claims, known or unknown, arising out of or relating to the Agreement for the Enhancement and Restoration of Days Creek Watershed Project, effective June 8, 2020.

It is expressly agreed and understood that this FINAL waiver and release of all claims is effective, without any further action of any party, upon the Agreed Termination of the Agreement for the Enhancement and Restoration of Days Creek Watershed Project in Texarkana, Bowie, Texas, between the City of Texarkana and the Trustees, becoming effective.

Executed on this 27th day of February, 2024.

Authorized Representative, City of Texarkana

(Signature)

DAVID ORR

(Name)

CITY MANAGER

(Title)

Attachment: 2024-022 ORD NRDA terminating agreement signed (4182 : 2024-022 RES NRDA termination of agreement)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 2/8/2024 8:43 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2024-007 amending PD-05-7 for site plan approval on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A18, located at 1 Roundabout Way. Cheney Pruett, owner and Kayla Wood, MTG Engineers and Surveyors, agent.		

Briefing: 2/12/2024 **Public Hearing:** 2/12/2024 **Council Vote:** 2/12/2024

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

A site plan approval for this same property went through the Planning and Zoning Commission approval process on December 4, 2023 and was approved. This was briefed to the City Council on January 8, 2024 and was scheduled for Public Hearing and City Council vote on January 22, 2024. The owner and engineer made significant changes to the site plan prior to the Public Hearing on January 22, 2024 so City Council postponed the vote on this item so the site plan could go back for a reapproval from the Planning and Zoning Commission.

Executive Summary and Background Information:

Amendment to PD-05-7 (GR): This is a request by Cheney Pruett, owner, and Kayla Wood, MTG Engineers and Surveyors, agent for site plan approval on an approximate 4-acre tract (being parts of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18, located at 1 Roundabout way. The current zoning is Planned Development-General Retail. The property is currently vacant property. The proposed use is assisted living.

The Future Land Use Map designates this property as “Neighborhood Retail”.

The adjacent zoning is Planned Development General Retail to the north, east and west, and Agriculture to the south. The adjacent land use is vacant land to the north, south, east, and west.

The site plan consists of the following:

1. The construction of fourteen buildings (28 units) 1375 sq ft each unit.
2. The access driveway will be off Roundabout Way (this will be in the process of building).

3. There will be 2 parking spaces per unit. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
5. The new street (Roundabout Way) being constructed must be finished and accepted prior to any CO's for this development.
6. Property will have to be platted prior to any CO's.
7. Per new street ordinance passed last year, sidewalk will be required along Roundabout Way.
8. Recommend getting cross access easement with the Oaks.

Staff recommends for approval of the site plan with stipulations.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

February 5, 2024

Attachments

a. 2024-007 ORD site plan approval 1 Roundabout Way (DOCX)
b. 2024-007 EXH 'A' (Revised Site Plan) (PDF)
c. 2024-007 EXH 'B' (Legal Description) (PDF)
d. 2024-007 ATTH 01 (Maps) (PDF)
e. 2024-007 ATTH 02 (Floorplan) (PDF)
f. 2024-007 ATTH 03 (Elevations) (PDF)
g. 2024-007 Goals & Perspectives (DOCX)
h. 2024-007 ORD SPA 1 Roundabout Wy signed (PDF)

Staff Coordination

Building Code Administration	Completed	Mashell Daniel	Department Head Review	02/08/2024 8:29 AM
Building Code Administration	02/08/2024 8:29 AM	Mashell Daniel	Reviewer	Completed
Public Works Department	02/08/2024 8:43 AM	Dusty Henslee	Reviewer	Completed
City Manager	David Orr	Reviewer	Completed	02/08/2024 8:44 AM
City Council	Jennifer Evans	Meeting	Completed	02/12/2024 6:00 PM

Meeting History

ORDINANCE NO. 2024-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-05-7 (GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 4-ACRE TRACT OF LAND (BEING PART OF TRACTS 71, 71B, 71A, AND 71C), GEORGE BRINLEE HRS, A-18 LOCATED AT 1 ROUNDABOUT WAY, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18 (Exhibit 'B'), located at 1 Roundabout Way** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-05-7 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-05-7 (GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18 (Exhibit 'B'), located at 1 Roundabout Way** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-05-7 (GR).

Attachment: 2024-007 ORD site plan approval 1 Roundabout Way (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1

SECTION 2: PD-05-7 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of fourteen buildings (28 units), 1375 sq ft each unit.
2. The access driveway will be off Roundabout Way (this will be in the process of building).
3. There will be two (2) parking spaces per unit. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
5. The new street (Roundabout Way) being constructed must be finished and accepted prior to any CO's for this development.
6. Property will have to be platted prior to any CO's.
7. Per new street ordinance passed last year, sidewalk will be required along Roundabout Way.
8. Recommend getting cross access easement with the Oaks.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-007 ORD site plan approval 1 Roundabout Way (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1

2024-007 EXH 'A'



GRAPHIC SCALE 1" =30'
0 30

LEGEND

PROPERTY LINE	W	WATER MAIN		POWER POLE	LIGHT POLE
CURB AND GUTTER	S	SANITARY SEWER MAIN		WATER METER	GAS REGULATOR
BUILDING EDGE	T	TELEPHONE LINE		WATER VALVE	IRRIGATION CONTROL VALVE
EDGE OF PAVEMENT	345	PROPOSED CONTOUR INT.		CLEAN OUT	SPRINKLER HEAD
EASEMENT	342	EXISTING CONTOUR INT.		SANITARY SEWER MANHOLE	ROOF DRAIN
BUILDING LINE OFFSET	SF	SILT FENCE		STORM DRAIN MANHOLE	TELEPHONE JUNCTION BOX
TOE OF DITCH/SLOPE	SD	STORMDRAIN		SIGN (TYPICAL)	ELECTRIC JUNCTION BOX
TOP OF BANK	FL	FIRELANE		HANDICAP PARKING SYMBOL (PAINTED)	GUY WIRE
OVERHEAD POWER LINE	356.0	SPOT ELEVATION		FIRE HYDRANT	TREE

TYPICAL BUILDING DIMENSIONS

GENERAL SITE NOTES

1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
3. BUILDING DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES. CONTRACTOR SHALL COORDINATE AND VERIFY DIMENSIONS WITH ARCHITECTURAL PLANS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SITE PLANS AND ARCHITECTURAL PLANS, THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB AS APPLICABLE, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

No.	Revision/Description	Date

5930 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 125
© MTG 2023

MTG ENGINEERS & SURVEYORS

PRELIMINARY ~ FOR REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSED
1/19/2024
KAYLA R. WOOD
P.E. #104859

Scale: AS SHOWN
Drawn By: D.M.C.
Checked By: K.R.W.
File No.:

SITE PLAN

DUPLEXES
TEXARKANA, TEXAS
PROJECT CLIENT

Drawing Date: 1/19/2024
Project Number: 236099
Sheet Number: C2

P:\2023 Projects\236099 Duplexes on Roundabout Way - Blake Rich\05 Engineering Design\Design\Design_03rvw.pro
Fri Jan 19, 2024 2:20PM

Attachment: 2024-007 EXH A (Revised Site Plan) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

Property Description
4.047 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as 43.229 acres in the deed from Kirk Patton, et al, to Gibson Park Development, LLP, dated October 27, 2005, recorded in Volume 4765, Page 302 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument) found for a corner, the Northeast corner of the said 43.229 acre tract, the Northwest corner of that certain tract of land described as 8.925 acres in the deed from American Heritage Apartments, Inc., to 2815 Richmond, LLC, dated October 22, 2019, recorded in Document No. 2019-00011317 of the Real Property Records of Bowie County, Texas, lying in the South line of Lot No. 5 of the Amended Plat of Richmond McKnight Addition, according to the plat recorded in Volume 2778, Page 292 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 29 minutes 26 seconds East a distance of 263.63 feet along the East line of the said 43.229 acre tract and the West line of the said 8.925 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, said corner bears South 02 degrees 29 minutes 26 seconds East a distance of 234.09 feet to a 3/8 inch steel rod found for a corner, the Southwest corner of the said 8.925 acre tract;

THENCE South 85 degrees 08 minutes 40 seconds West a distance of 536.24 feet across the said 43.229 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at the beginning of a circular curve to the left;

THENCE in a Northwesterly direction along the arc of the said circular curve, a distance of 430.81 feet, with a delta angle of 58 degrees 16 minutes 42 seconds, a radius of 423.55 fee, a chord bearings of North 59 degrees 24 minutes 31 seconds West, and a chord distance of 412.48 feet to a 1/2 inch steel rod set for a corner, capped MTG ENG, at the end of the said circular curve;

THENCE North 02 degrees 21 minutes 09 seconds West a distance of 24.65 feet across and through the said 43.229 acre tract to a 5/8 inch steel rod found for a corner, an angle point in the North line of the said 43.229 acre tract, the Southeast corner of that certain tract of land described as 9.24 acres in the deed from Meloney Diane Oliver Graham, et al, to East McKnight, LLC, dated September 30, 2015, recorded in Document No. 2015-11269 of the Real Property Records of Bowie County, Texas, and the Southwest corner of that certain tract of land described as Tract One, with 4.068 acres in the deed from The Oaks Assisted Living, LLC, to Heritage ALA LLC, dated December 12, 2019, recorded in Document No. 2019-00013404 of the Real Property Records of Bowie County, Texas;

THENCE North 85 degrees 09 minutes 22 seconds East a distance of 527.84 feet along the North line of the said 43.229 acre tract and the South

Attachment: 2024-007 EXH 'B' (Legal Description) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

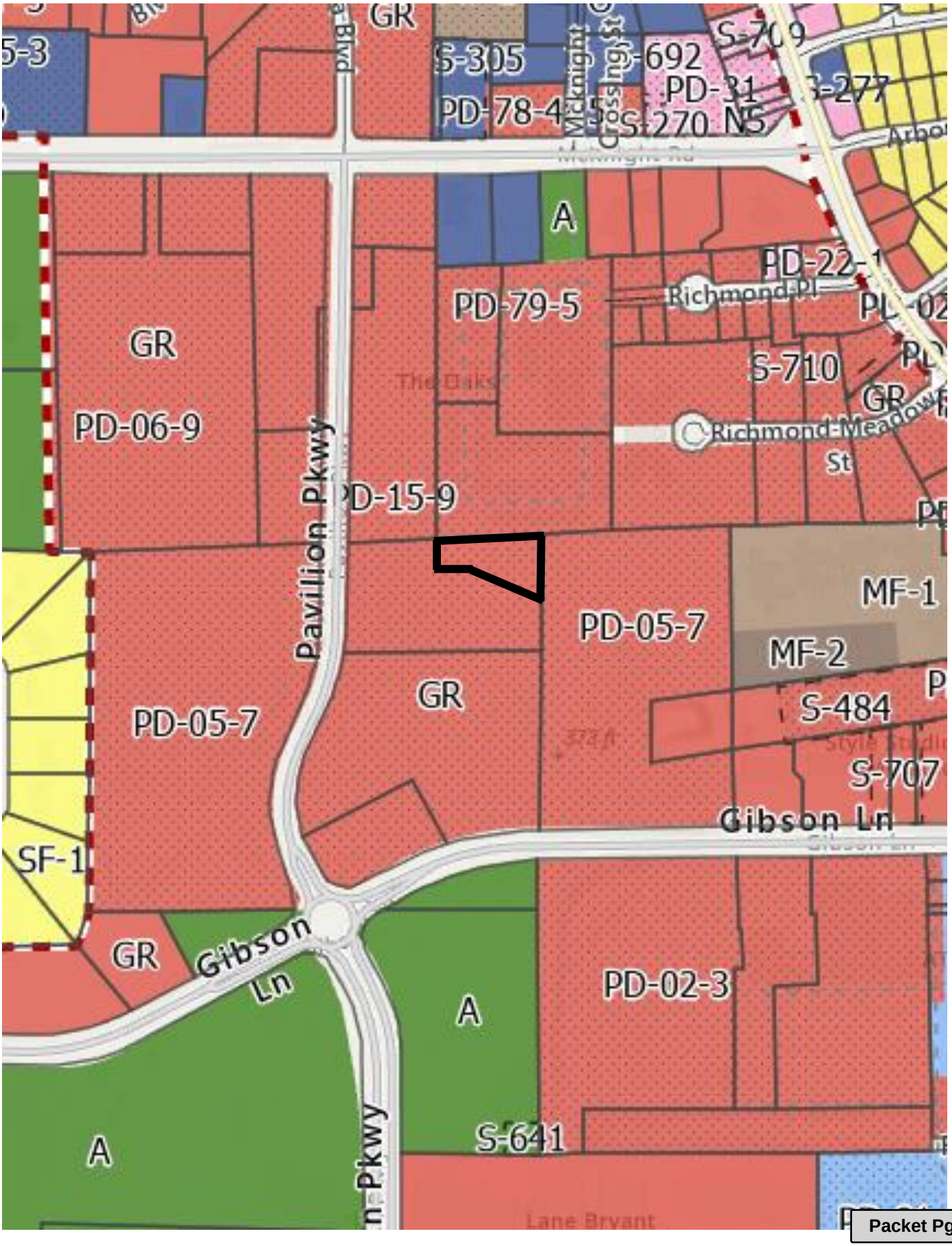
line of the said 4.068 acre tract to a 1/2 inch steel rod (control monument) found for a corner, an angle point in the North line of the said 43.229 acre tract, the Southeast corner of the said 4.068 acre tract, and the Southwest corner of Lot No. 6 of the said Amended Plat of Richmond-McKnight Addition;

THENCE North 85 degrees 11 minutes 52 seconds East (Basis Of Bearings) a distance of 354.23 feet along the North line of the said 43.229 acre tract, the South line of the said Lot No. 6, and the South line of the said Lot No. 5 to the point of beginning and containing 4.047 acres of land (176,308.96 Sq. Ft.)

Attachment: 2024-007 EXH 'B' (Legal Description) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

2024-007 ATTH 01
Amendment to PD-05-7

1 Roundabout Way



Attachment: 2024-007 ATTH 01 (Maps) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

2024-007 ATTH 01
Amendment to PD-05-7

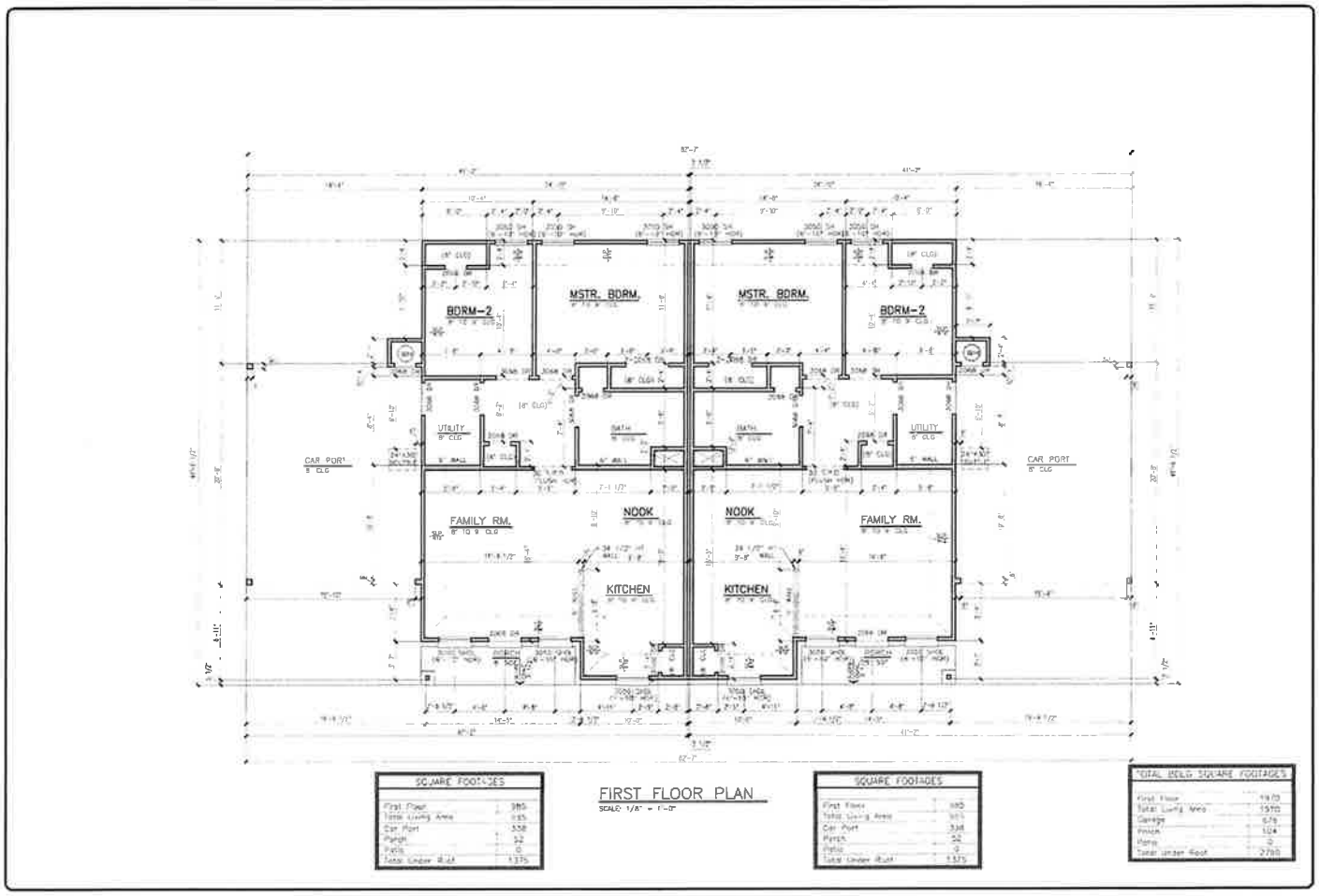
1 Roundabout Way



Attachment: 2024-007 ATTH 01 (Maps) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

2024-007 ATTH 02

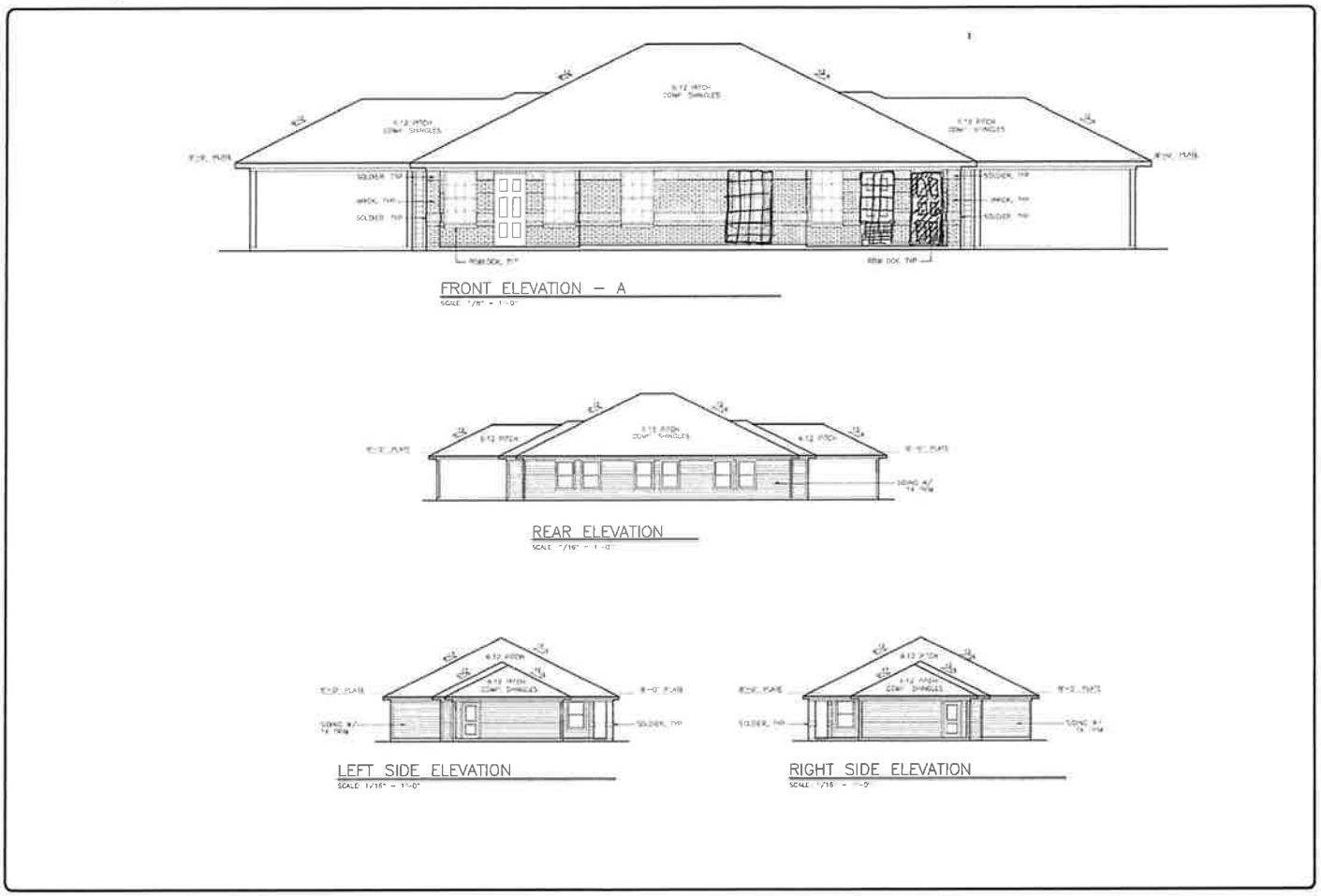
Amendment to PD-05-7



Attachment: 2024-007 ATTH 02 (Floorplan) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

2024-007 ATTH 03

Amendment to PD-05-7



Attachment: 2024-007 ATTH 03 (Elevations) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)



FRONT ELEVATION – B



REAR ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TAYLOR & TAYLOR DEVELOPMENT
ASSISTED LIVING

FRAMIN
CONCRE
2.1

Attachment: 2024-007 ATTH 03 (Elevations) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)



FRONT ELEVATION – C



REAR ELEVATION



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

TAYLOR & TAYLOR DEVELOPMENT
ASSISTED LIVING

TRIM/
FINISH-O
2,2

Attachment: 2024-007 ATTH 03 (Elevations) (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-007 Goals & Perspectives (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout Way)

ORDINANCE NO. 2024-007

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-05-7 (GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 4-ACRE TRACT OF LAND (BEING PART OF TRACTS 71, 71B, 71A, AND 71C), GEORGE BRINLEE HRS, A-18 LOCATED AT 1 ROUNDABOUT WAY, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18 (Exhibit 'B'), located at 1 Roundabout Way** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-05-7 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-05-7 (GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on an approximate 4-acre tract of land (being part of Tracts 71, 71B, 71A, and 71C), George Brinlee HRS, A-18 (Exhibit 'B'), located at 1 Roundabout Way** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-05-7 (GR).

Attachment: 2024-007 ORD SPA 1 Roundabout Wy signed (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout

SECTION 2: PD-05-7 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of fourteen buildings (28 units), 1375 sq ft each unit.
2. The access driveway will be off Roundabout Way (this will be in the process of building).
3. There will be two (2) parking spaces per unit. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
5. The new street (Roundabout Way) being constructed must be finished and accepted prior to any CO's for this development.
6. Property will have to be platted prior to any CO's.
7. Per new street ordinance passed last year, sidewalk will be required along Roundabout Way.
8. Recommend getting cross access easement with the Oaks.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

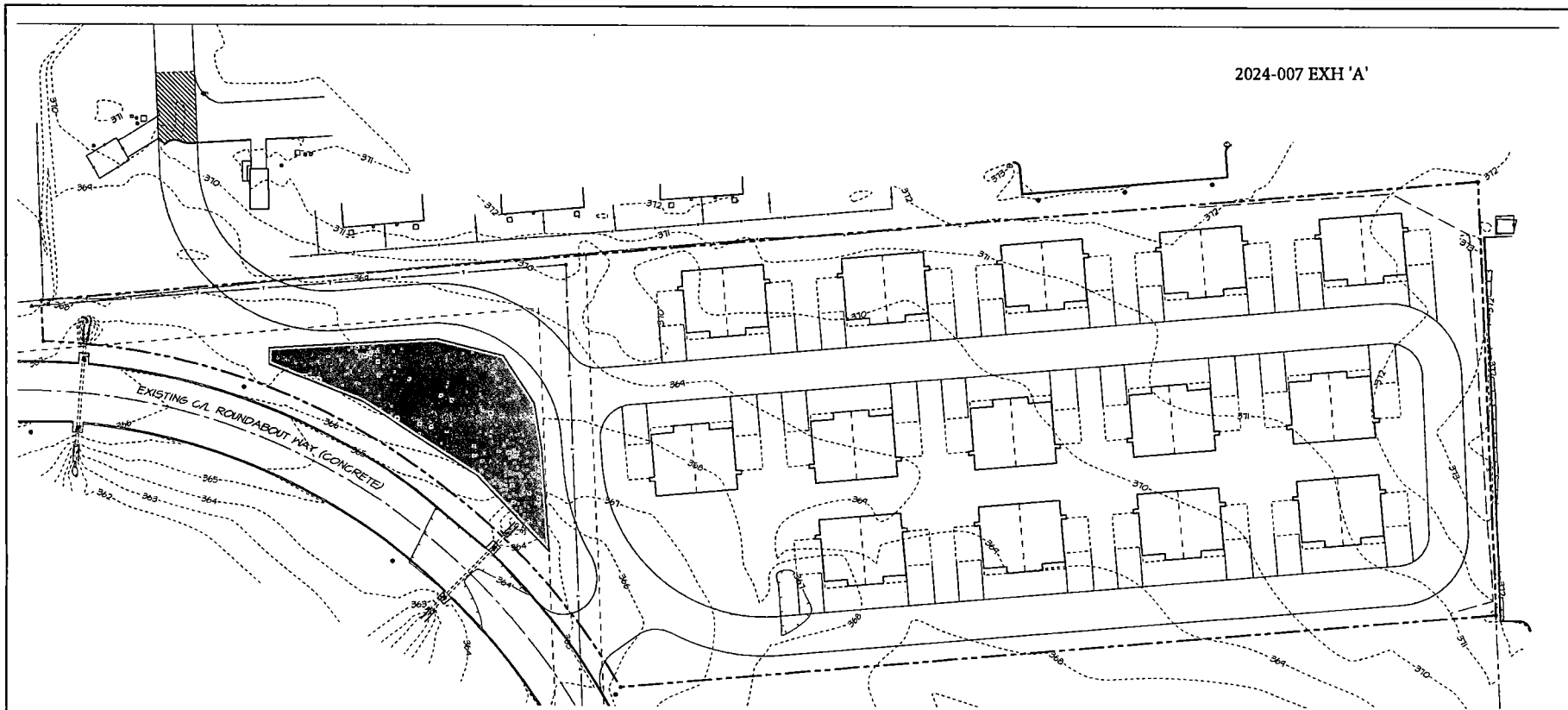
ATTEST:

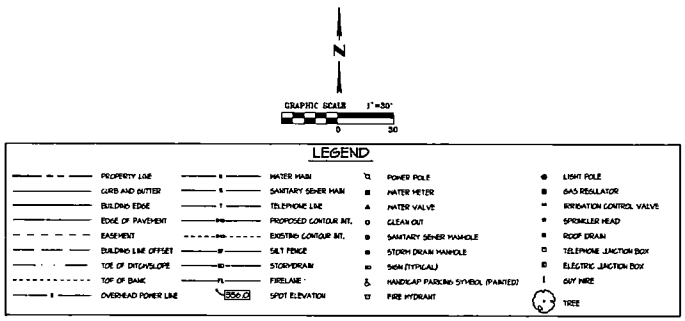
JENNIFER EVANS, CITY SECRETARY

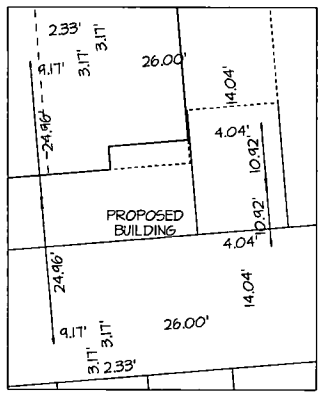
BOB BRUGGEMAN, MAYOR

6:26 p.m.

Attachment: 2024-007 ORD SPA 1 Roundabout Wy signed (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout







TYPICAL BUILDING DIMENSIONS

GENERAL SITE NOTES

1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
3. BUILDING DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES. CONTRACTOR SHALL COORDINATE AND VERIFY DIMENSIONS WITH ARCHITECTURAL PLANS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SITE PLANS AND ARCHITECTURAL PLANS, THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB AS APPLICABLE, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, GUYS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

MTG ENGINEERS & SURVEYORS
6200 SUMMERHILL ROAD
TEXARKANA, TEXAS
P (903) 832-2003
www.mtgengineers.com
TBPE FIRM NO. F-264
AR COA NO. 125
© MTG 2023

PRELIMINARY - FOR REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSES
1/19/2024
KAYLA R. WOOD
P.E. #104859

Date	AS SHOWN
Drawn By	DMG
Checked By	KRW
File No.	

SITE PLAN

DUPLEXES
TEXARKANA, TEXAS
PROJECT CLIENT

Drawing Date	1/19/2024
Project Number	236099
Sheet Number	C2

Attachment: 2024-007 ORD SPA 1 Roundabout Wy signed (4180 : 2024-007 ORD Amendment to Pd-05-7

2024-007 EXH 'B'

Property Description
4.047 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as 43.229 acres in the deed from Kirk Patton, et al, to Gibson Park Development, LLP, dated October 27, 2005, recorded in Volume 4765, Page 302 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument) found for a corner, the Northeast corner of the said 43.229 acre tract, the Northwest corner of that certain tract of land described as 8.925 acres in the deed from American Heritage Apartments, Inc., to 2815 Richmond, LLC, dated October 22, 2019, recorded in Document No. 2019-00011317 of the Real Property Records of Bowie County, Texas, lying in the South line of Lot No. 5 of the Amended Plat of Richmond McKnight Addition, according to the plat recorded in Volume 2778, Page 292 of the Real Property Records of Bowie County, Texas;

THENCE South 02 degrees 29 minutes 26 seconds East a distance of 263.63 feet along the East line of the said 43.229 acre tract and the West line of the said 8.925 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, said corner bears South 02 degrees 29 minutes 26 seconds East a distance of 234.09 feet to a 3/8 inch steel rod found for a corner, the Southwest corner of the said 8.925 acre tract;

THENCE South 85 degrees 08 minutes 40 seconds West a distance of 536.24 feet across the said 43.229 acre tract to a 1/2 inch steel rod set for a corner, capped MTG ENG, at the beginning of a circular curve to the left;

THENCE in a Northwesterly direction along the arc of the said circular curve, a distance of 430.81 feet, with a delta angle of 58 degrees 16 minutes 42 seconds, a radius of 423.55 fee, a chord bearings of North 59 degrees 24 minutes 31 seconds West, and a chord distance of 412.48 feet to a 1/2 inch steel rod set for a corner, capped MTG ENG, at the end of the said circular curve;

THENCE North 02 degrees 21 minutes 09 seconds West a distance of 24.65 feet across and through the said 43.229 acre tract to a 5/8 inch steel rod found for a corner, an angle point in the North line of the said 43.229 acre tract, the Southeast corner of that certain tract of land described as 9.24 acres in the deed from Meloney Diane Oliver Graham, et al, to East McKnight, LLC, dated September 30, 2015, recorded in Document No. 2015-11269 of the Real Property Records of Bowie County, Texas, and the Southwest corner of that certain tract of land described as Tract One, with 4.068 acres in the deed from The Oaks Assisted Living, LLC, to Heritage ALA LLC, dated December 12, 2019, recorded in Document No. 2019-00013404 of the Real Property Records of Bowie County, Texas;

THENCE North 85 degrees 09 minutes 22 seconds East a distance of 527.84 feet along the North line of the said 43.229 acre tract and the South

Attachment: 2024-007 ORD SPA 1 Roundabout Wy signed (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout

line of the said 4.068 acre tract to a 1/2 inch steel rod (control monument) found for a corner, an angle point in the North line of the said 43.229 acre tract, the Southeast corner of the said 4.068 acre tract, and the Southwest corner of Lot No. 6 of the said Amended Plat of Richmond-McKnight Addition;

THENCE North 85 degrees 11 minutes 52 seconds East (Basis Of Bearings) a distance of 354.23 feet along the North line of the said 43.229 acre tract, the South line of the said Lot No. 6, and the South line of the said Lot No. 5 to the point of beginning and containing 4.047 acres of land (176,308.96 Sq. Ft.)

Attachment: 2024-007 ORD SPA 1 Roundabout Wy signed (4180 : 2024-007 ORD Amendment to Pd-05-7 site plan approval at 1 Roundabout

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 1/19/2024 11:17 AM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,

Subject: Resolution No. 2024-010 approving Amendment No. 4 to the City's Agreement with Waste Management of Texas, Inc. (including changes to residential waste and bulky waste collection).

Briefing: 2/12/2024 **Public Hearing:** 2/12/2024 **Council Vote:** 2/12/2024

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Waste Management contacted the City in Summer 2023 about the possibility of moving to automated side load vehicles (ASLs) for residential collection as the City's contract, per WM, is the last of the company's contracts that has not moved to these types of vehicle. ASLs differ from rear-load vehicles as they are designed to not require an extra person riding on the back of the vehicle to load trash manually. Although the contract documents do not expressly prohibit WM from utilizing these vehicles, WM wanted the City's support for this change implemented a pilot program in Fall 2023. In connection with discussions regarding ASLs, City staff addressed with WM other contract changes with the main goal of keeping costs as low as possible for Texarkana residents. The proposed changes are as follows:

- Residential Polycart – restricting customer placement / WM collection obligation of "residential waste" anywhere other than within a WM-issued Polycart;
- Residential Bulky Waste - changing to monthly pickup of up to four cubic yards per month per customer (currently weekly pickup of one cubic yard per week per customer), clarifying placement of such waste, and clarifying WM has no obligation to collect construction debris generated and located at the customer's residence that was produced by a commercial service provider hired by the customer;
- Greenwaste – clarifying that WM shall deliver Greenwaste for composting to the Texas-side wastewater treatment facility on S. State Line Ave.;
- CPI adjustment – WM will forego its right to seek a CPI Adjustment and Fuel Adjustment on October 1, 2024;
- 30-yard Roll-Off Bin hauls for City projects - reducing roll-off bins from 100 to 75, and allowing for City substitution for hauls by City trucks; and

- $10,000 annual donation - WM agrees to a $10,000 donation to the City for Keep Texarkana Beautiful or a similar City program on October 1, 2024 and a like payment due on October 1 of each year thereafter.

If approved, these contract changes would take effect on May 1, 2024, and WM commits to work with the City on a transition period to ensure residents would be made aware of these changes.

Ryan Frazier with WM will attend the Council meeting to discuss these proposed changes.

Potential Options:

Approve or decline approval of the proposed amendments

Fiscal Implications:

No fiscal implications

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2024-010 RES Amending WM Contract (DOCX)
b. 2024-010 EXH 'A' Amendment No 4 (DOC)
c. 2024-010 ATTH 01 - WM Presentation (PDF)
d. 2024-010 Goals & Perspectives (DOCX)
e. 2024-010 RES Amd. Waste Mgmt Contract (#4) signed (PDF)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	Completed	01/11/2024 1:07 PM
Finance Department	Kristin Peeples	Review	Completed	01/11/2024 3:52 PM
City Attorney	Jeffery C. Lewis	Review	Completed	01/12/2024 9:22 AM
City Manager	David Orr	City Manager Review	Completed	01/19/2024 10:40 AM
City Council	Jennifer Evans	Meeting	Completed	01/22/2024 6:00 PM

Meeting History

01/22/24	City Council	MOVED FORWARD	Next: 02/12/24

RESOLUTION NO. 2024-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AMENDMENT NO. 4 TO THE CITY'S AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS FOR SUCH AMENDMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City and Waste Management of Texas, Inc. ("WM") have executed a Municipal Solid Waste Collection and Transportation Agreement and three amendments thereto, authorized by City Council resolutions (respectively, Res. No. 2016-132 [December 12, 2016], Res. No. 2017-040 [April 24, 2017], Res. No. 2017-109 [October 9, 2017], and Res. No. 2021-006 [February 8, 2021]); and

WHEREAS, in connection with a recently implemented pilot program by WM deploying automated side load vehicles for residential collection, the City and WM discussed contract changes to keep costs as low as possible for Texarkana residents; and

WHEREAS, City staff and WM have negotiated, for the City Council's consideration, contract amendments as set forth in the proposed Amendment No. 4 attached to this Resolution as **Exhibit "A"** and incorporated herein by reference for all purposes, which, if approved, would take effect on May 1, 2024, with WM committing to work with the City on a transition period to ensure residents would be made aware of these changes:

- Residential Polycart – restricting customer placement / WM collection obligation of "residential waste" anywhere other than within a WM-issued Polycart;
- Residential Bulky Waste – changing to monthly pickup of up to four cubic yards per month per customer (currently weekly pickup of one cubic yard per week per customer), clarifying placement of such waste, and clarifying WM has no obligation to collect construction debris generated and located at a customer's residence that was produced by a commercial service provider hired by that customer;
- Greenwaste – clarifying that WM shall deliver Greenwaste for composting to the Texas-side wastewater treatment facility located at S. State Line Ave.;
- CPI adjustment – WM will forego its right to seek a CPI Adjustment and Fuel Adjustment on October 1, 2024;
- 30-yard Roll-Off Bin hauls for City projects – reducing roll-off bins from 100 to 75, and allowing for City substitution for hauls by City trucks; and
- $10,000 annual donation – WM shall donate annually $10,000 to the City for Keep Texarkana Beautiful or a similar City program, beginning on October 1, 2024, and a like payment due on October 1 of each year thereafter.

Attachment: 2024-010 RES Amending WM Contract (4162 : 2024-010 RES Amending contract with Waste Management)

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

SECTION 1: Amendment No. 4 to the Agreement with Waste Management of Texas, Inc., is hereby approved, and the City Manager is authorized to execute the necessary documents to enter into such Amendment under the terms and conditions set forth therein.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2024-010 RES Amending WM Contract (4162 : 2024-010 RES Amending contract with Waste Management)

Amendment No. 4 to

Municipal Solid Waste Collection And Transportation Agreement

The City of Texarkana, Texas ("**City**") and Waste Management of Texas, Inc. ("**Contractor**"), both acting by and through their duly authorized representatives, desire to amend, as more particularly set forth below, the Municipal Solid Waste Collection and Transportation Agreement between the City and Contractor, which took effect on March 1, 2017, as modified by Amendment #1 effective May 3, 2017, Amendment #2, signed on October 10, 2017, and Amendment #3 effective on February 10, 2021 (collectively, the "Agreement").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and pursuant to Section 23 of the Agreement, the parties agree to amend the Agreement as follows:

1. This Amendment shall take effect on May 1, 2024.

2. Section 5.01(a)(i) of the Agreement entitled "Residential/Commercial Hand Collect Collection" is hereby modified as follows:

   Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement. Customers shall not place any Residential Waste for collection outside or on top of the Polycart and Contractor has no obligation to collect any Residential Waste placed outside the Polycart or on top of the Polycart during this once per week regular collection. Contractor agrees to partner with the City on a mutually agreeable transition period.

3. Section 5.01(b) of the Agreement entitled "Bulky Waste Collection" is hereby modified as follows:

   Contractor shall provide a once per month collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, four (4) cubic yards of Bulky Waste once per month from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor agrees to partner with the City on a mutually agreeable transition period.

4. The second to last sentence of Section 5.01(c) of the Agreement entitled "Greenwaste Collection" is hereby modified as follows:

Attachment: 2024-010 EXH 'A' Amendment No 4 (4162 : 2024-010 RES Amending contract with Waste Management)

Greenwaste Collection: Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational and delivery of such Greenwaste remains at no charge to Contractor.

5. Contractor agrees that it shall forego its right to seek a CPI Adjustment and Fuel Adjustment on October 1, 2024 as provided in sections 9.01 and 9.02 of the Agreement

6. Section 5.08(iii)(a) of the Agreement as amended by Amendment #3 is hereby modified as follows:

(a) Contractor shall provide the City up to 75, 30-yard Roll-Off Bin hauls annually for house demolition, neighborhood clean-ups, or other City projects. In lieu of 30-yard Roll Off Bins hauled by Contractor, City may substitute hauls by City trucks and count those hauls as part of the 75total.
(b) In addition, Contractor agrees to donate $10,000 to the City for Keep Texarkana Beautiful or a similar program each calendar year on October 1, 2024 and a like payment due on October 1st of each year thereafter.

7. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment No. 4, the terms of this Amendment No. 4 shall control.

Signed and agreed to on the date indicated below.

CITY:	**CONTRACTOR:**
Texarkana, Texas	**Waste Management of Texas, Inc.**
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Attachment: 2024-010 EXH 'A' Amendment No 4 (4162 : 2024-010 RES Amending contract with Waste Management)

City of Texarkana

WM Contract Enhancements

Effective: May 1, 2024



Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Agenda

WM Contract Enhancements

Effective: May 1, 2024

Proposed Changes

- Investment: New WM Equipment (ASL Trucks)
- Enhancement: Bulk Collection
- Education: Marketing Campaign
- Partnership: Annual $10k Donation to KTB
- Financial: FY '25 CPI Deferral

Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

Investment

- WM is **upgrading** its fleet with brand new (ASL) Automated Sideload collection trucks
- A **modernized** approach to Trash and Recycle collection



Key benefits:

- **Safer For Residents *and* Drivers**
- **More Efficient *and* Reliable**
- **Investing today for a better tomorrow**

CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Enhancement

Enhanced bulk collection services for Residents

Current:

- Limited to (1) bulk item per week

New:

- Up to (4-cubic yards) of bulk material per month

Key benefits:

- **Defined monthly collection**
- **Greater Curb Appeal**
- **Less Litter for Cleaner Streets**









CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

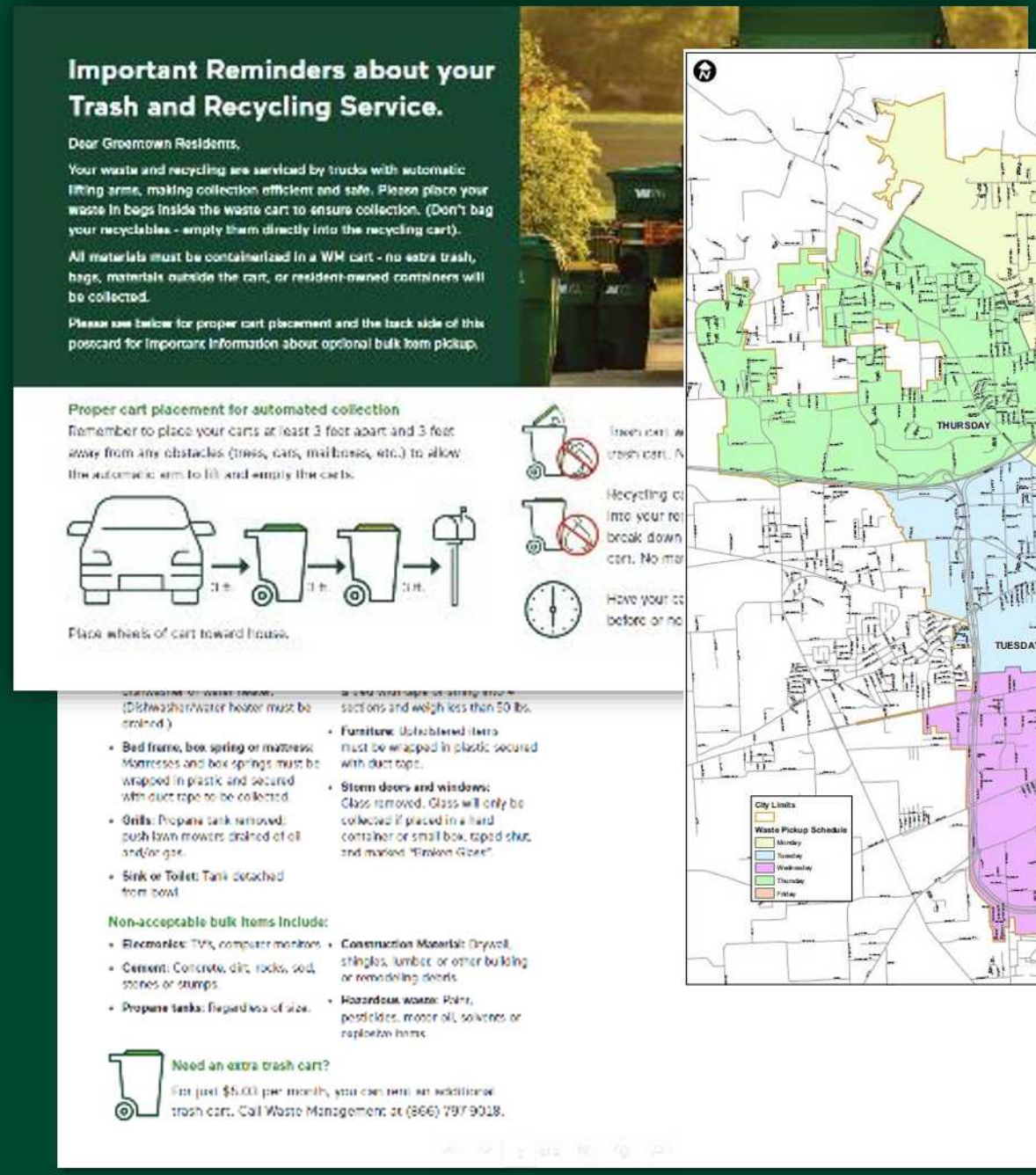
Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Education

- Communication is key!
- WM will partner with the City of Texarkana to create a suite of Educational Material to drive a successful rollout
- Agreeable transition period

Key benefits:

- **Customized material**
- **Multiple touch points**
- **Transition period**



Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Partnership

- WM is a proud of its partnership with the City of Texarkana
- 75 (free) Rolloff Hauls annually
- To continue its support and build upon our partnership, WM will **Donate $10,000** (annually) to Keep Texarkana Beautiful (KTB) or a similar organization

NEW

Contract Enhancement







CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Financial

- WM proposes to withhold its scheduled October 1, 2024, Annual Rate Adjustment (CPI) for Fiscal Year 2025

Key benefits:

- **No rate adjustment to Residents for FY '25**



CONFIDENTIAL AND PROPRIETARY
INFORMATION OF WM

Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

Questions?

Thank you.



Attachment: 2024-010 ATTH 01 - WM Presentation (4162 : 2024-010 RES Amending

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-010 Goals & Perspectives (4162 : 2024-010 RES Amending contract with Waste Management)

RESOLUTION NO. 2024-010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AMENDMENT NO. 4 TO THE CITY'S AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS FOR SUCH AMENDMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City and Waste Management of Texas, Inc. ("WM") have executed a Municipal Solid Waste Collection and Transportation Agreement and three amendments thereto, authorized by City Council resolutions (respectively, Res. No. 2016-132 [December 12, 2016], Res. No. 2017-040 [April 24, 2017], Res. No. 2017-109 [October 9, 2017], and Res. No. 2021-006 [February 8, 2021]); and

WHEREAS, in connection with a recently implemented pilot program by WM deploying automated side load vehicles for residential collection, the City and WM discussed contract changes to keep costs as low as possible for Texarkana residents; and

WHEREAS, City staff and WM have negotiated, for the City Council's consideration, contract amendments as set forth in the proposed Amendment No. 4 attached to this Resolution as **Exhibit "A"** and incorporated herein by reference for all purposes, which, if approved, would take effect on May 1, 2024, with WM committing to work with the City on a transition period to ensure residents would be made aware of these changes:

- Residential Polycart – restricting customer placement / WM collection obligation of "residential waste" anywhere other than within a WM-issued Polycart;
- Residential Bulky Waste – changing to monthly pickup of up to four cubic yards per month per customer (currently weekly pickup of one cubic yard per week per customer), clarifying placement of such waste, and clarifying WM has no obligation to collect construction debris generated and located at a customer's residence that was produced by a commercial service provider hired by that customer;
- Greenwaste – clarifying that WM shall deliver Greenwaste for composting to the Texas-side wastewater treatment facility located at S. State Line Ave.;
- CPI adjustment – WM will forego its right to seek a CPI Adjustment and Fuel Adjustment on October 1, 2024;
- 30-yard Roll-Off Bin hauls for City projects – reducing roll-off bins from 100 to 75, and allowing for City substitution for hauls by City trucks; and
- $10,000 annual donation – WM shall donate annually $10,000 to the City for Keep Texarkana Beautiful or a similar City program, beginning on October 1, 2024, and a like payment due on October 1 of each year thereafter.

Attachment: 2024-010 RES Amd. Waste Mgmt Contract (#4) signed (4162 : 2024-010 RES Amending contract with Waste Management)

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

SECTION 1: Amendment No. 4 to the Agreement with Waste Management of Texas, Inc., is hereby approved, and the City Manager is authorized to execute the necessary documents to enter into such Amendment under the terms and conditions set forth therein.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:33 p.m.

Attachment: 2024-010 RES Amd. Waste Mgmt Contract (#4) signed (4162 : 2024-010 RES Amending contract with Waste Management)

Amendment No. 4 to

Municipal Solid Waste Collection And Transportation Agreement

The City of Texarkana, Texas ("**City**") and Waste Management of Texas, Inc. ("**Contractor**"), both acting by and through their duly authorized representatives, desire to amend, as more particularly set forth below, the Municipal Solid Waste Collection and Transportation Agreement between the City and Contractor, which took effect on March 1, 2017, as modified by Amendment #1 effective May 3, 2017, Amendment #2, signed on October 10, 2017, and Amendment #3 effective on February 10, 2021 (collectively, the "Agreement").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and pursuant to Section 23 of the Agreement, the parties agree to amend the Agreement as follows:

1. This Amendment shall take effect on May 1, 2024.

2. Section 5.01(a)(i) of the Agreement entitled "Residential/Commercial Hand Collect Collection" is hereby modified as follows:

   Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement. Customers shall not place any Residential Waste for collection outside or on top of the Polycart and Contractor has no obligation to collect any Residential Waste placed outside the Polycart or on top of the Polycart during this once per week regular collection. Contractor agrees to partner with the City on a mutually agreeable transition period.

3. Section 5.01(b) of the Agreement entitled "Bulky Waste Collection" is hereby modified as follows:

   Contractor shall provide a once per month collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, four (4) cubic yards of Bulky Waste once per month from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle. Contractor agrees to partner with the City on a mutually agreeable transition period.

4. The second to last sentence of Section 5.01(c) of the Agreement entitled "Greenwaste Collection" is hereby modified as follows:

Attachment: 2024-010 RES Amd. Waste Mgmt Contract (#4) signed (4162 : 2024-010 RES Amending contract with Waste Management)

Greenwaste Collection: Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational and delivery of such Greenwaste remains at no charge to Contractor.

5. Contractor agrees that it shall forego its right to seek a CPI Adjustment and Fuel Adjustment on October 1, 2024 as provided in sections 9.01 and 9.02 of the Agreement

6. Section 5.08(iii)(a) of the Agreement as amended by Amendment #3 is hereby modified as follows:

(a) Contractor shall provide the City up to 75, 30-yard Roll-Off Bin hauls annually for house demolition, neighborhood clean-ups, or other City projects. In lieu of 30-yard Roll Off Bins hauled by Contractor, City may substitute hauls by City trucks and count those hauls as part of the 75total.

(b) In addition, Contractor agrees to donate $10,000 to the City for Keep Texarkana Beautiful or a similar program each calendar year on October 1, 2024 and a like payment due on October 1st of each year thereafter.

7. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment No. 4, the terms of this Amendment No. 4 shall control.

Signed and agreed to on the date indicated below.

CITY:

Texarkana, Texas

By: _____

Title: City Manager

Date: 2/13/24

CONTRACTOR:

Waste Management of Texas, Inc.

By: _____

Title: RICK LOSA, DIRECTOR PUBL SEC

Date: 2/15/24

Attachment: 2024-010 RES Amd. Waste Mgmt Contract (#4) signed (4162 : 2024-010 RES Amending contract with Waste Management)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/13/2024 9:48 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2024-011 amending PD-01-10 for site plan approval on Lot 1, Texarkana Shopping Center Subdivision located at 4110 St. Michael Drive. Suzanne Russo for Home Depot, owner and Cassie Permenter, agent.		

Briefing: 2/12/2024 **Public Hearing:** 2/12/2024 **Council Vote:** 2/12/2024

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Suzanne Russo for Home Depot, owner, and Cassie Permenter, agent for site plan approval on Lot 1, Texarkana Shopping Center Subdivision, located at 4110 St. Michael Drive. The current zoning is Planned Development-Commercial. This site is currently Home Depot and will add square footage to the existing building.

The Future Land Use Map designates this property as “Regional Commercial”.

The adjacent zoning is Planned Development-Commercial and General Retail to the east, I-30 to the south, General Retail to the west, and Planned Development-General Retail to the north. The adjacent land use is vacant property and restaurant to the east, I-30 to the south, retail to the west and retail to the north.

The site plan consists of the following:

1. The construction of 119,188 sq ft addition to the current building.
2. The access driveway will be off St. Michael Drive.
3. There will be 524 parking spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A rental placard sign will be on site
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Screened dumpster site.

Staff recommends for approval of the site plan with stipulations.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval with stipulations

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

December 4, 2023

Attachments

a. 2024-011 ORD site plan approval 4110 St. Michael Drive (DOCX)
b. 2024-011 EXH 'A' (Site Plan)(PDF)
c. 2024-011 ATTH 01 (Maps) (PDF)
d. 2024-011 ATTH 02 (Rental Equipment) (PDF)
e. 2024-011 Goals & Perspectives (DOCX)
f. 2024-011 ORD SPA 4110 St. Michael Dr signed (PDF)

Staff Coordination

Building Code Administration	Vicky Coopwood	Reviewer	Skipped	01/19/2024 9:32 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	01/19/2024 9:33 AM
City Manager	David Orr	Reviewer	Completed	01/19/2024 10:40 AM
City Council	Jennifer Evans	Meeting	Completed	01/22/2024 6:00 PM

Meeting History

City of Texarkana, Texas

01/22/24	City Council	MOVED FORWARD	Next: 02/12/24

ORDINANCE NO. 2024-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-01-10 (C) FOR SITE PLAN APPROVAL ON LOT 1, TEXARKANA SHOPPING CENTER SUBDIVISION, LOCATED AT 4110 ST. MICHAEL DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, Texarkana Shopping Center Subdivision, located at 4110 St. Michael Drive** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-01-10 (C)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-01-10 (C); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Commercial; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above-described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on Lot 1, Texarkana Shopping Center Subdivision, located at 4110 St. Michael Drive** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-01-10 (C).

Attachment: 2024-011 ORD site plan approval 4110 St. Michael Drive (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110

SECTION 2: PD-01-10 (C) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of a 119,188 sq ft addition to the current building.
2. The access driveway will be off St. Michael Drive.
3. There will be 524 parking spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A rental placard sign will be on site.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Screened dumpster site.

SECTION 3: It is further provided that in case a section, clause, sentence, or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

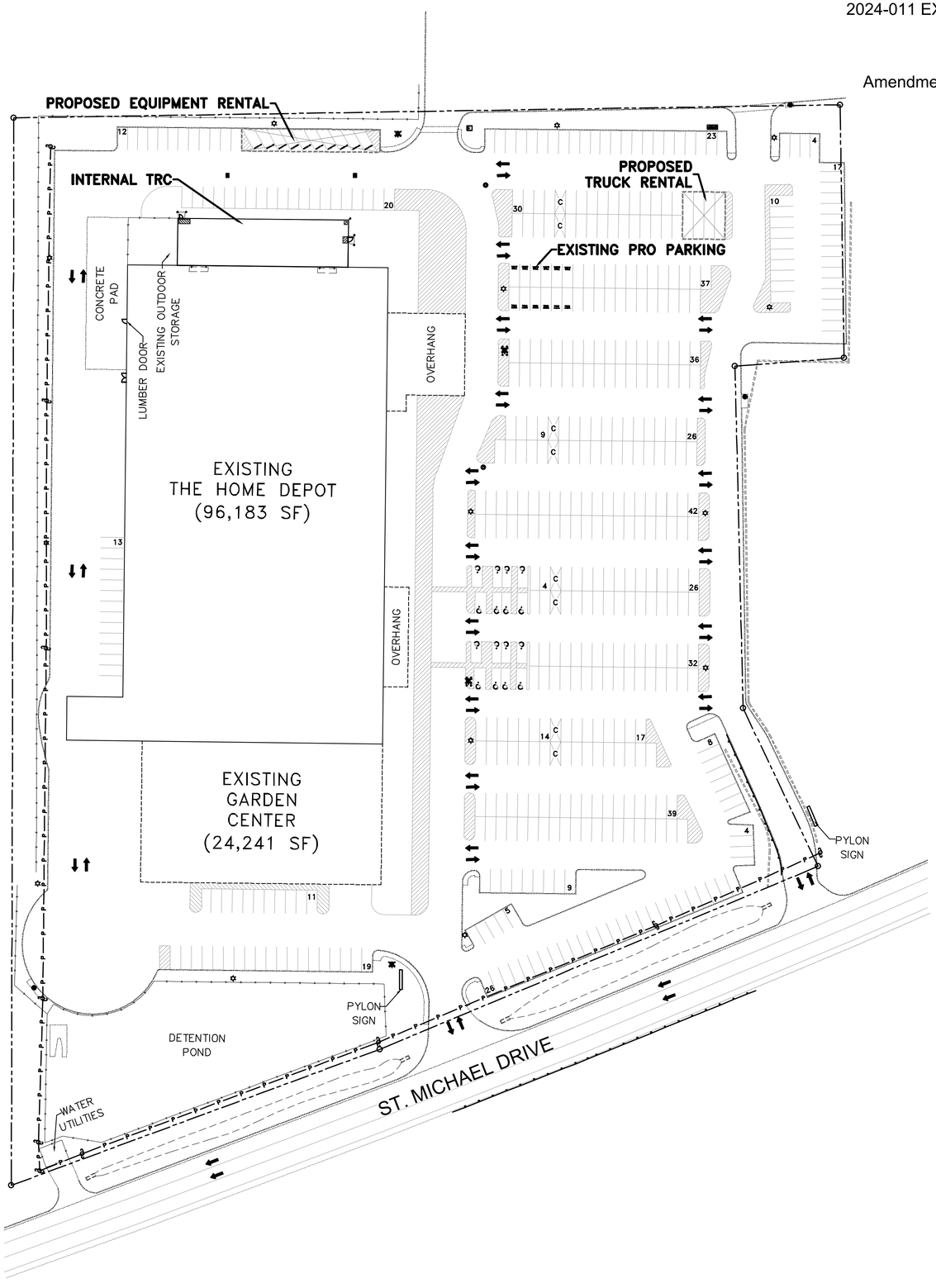
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

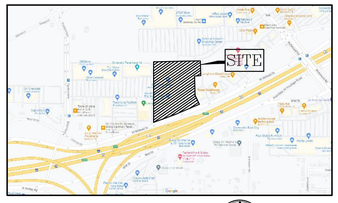
Attachment: 2024-011 ORD site plan approval 4110 St. Michael Drive (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110

2024-011 EXH 'A'

Amendment to PD-01-10



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM
Texas Registered Engineering Firm F-18450



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

HOME DEPOT SITE DATA	
HOME DEPOT PARCEL AREA	509,915 SF (11.706 AC)
APN:	49345
ZONE:	C (COMMERCIAL)
JURISDICTION:	COUNTY OF BOWIE
LAND USE:	COMMERCIAL
HOME DEPOT BUILDING AREAS	
EXISTING HOME DEPOT AREA	96,183 SF
EXISTING GARDEN CENTER AREA	+ 24,241 SF
TOTAL HD AREA	120,424 SF
PARKING REQUIRED PER CITY CODE	
HOME DEPOT (@1/200 SF) GFA	481 STALLS
GARDEN CENTER (@1/200 SF) GFA	+ 121 STALLS
TOTAL HD PARKING REQUIRED	602 STALLS
HOME DEPOT PARKING PROVIDED	
FRONT FIELD PARKING	418 STALLS
SIDE FIELD PARKING	62 STALLS
REAR FIELD PARKING	+ 13 STALLS
TOTAL HD PARKING PROVIDED	493 STALLS
INCLUDED WITHIN PARKING PROVIDED	
ACCESSIBLE PARKING (8 REQ AT 301-400)	16 STALLS
PRO PARKING	12 STALLS
NOT INCLUDED WITHIN PARKING PROVIDED	
EQUIPMENT RENTAL	10 STALLS
THD TRUCK RENTAL	8 STALLS

TRC SITE PLAN

DATE:	07/25/2023
REVISION DATES:	09/01/2023
SITE PLANNER	ZACHARY MANN
SITE DEV. COORDINATOR	CASSIE PERMENTER

TX - TEXARKANA
STORE # 6580

ADDRESS:	4110 SAINT MICHAEL DRIVE, TEXARKANA, TX 75503
LA PROJECT NUMBER	22074.00

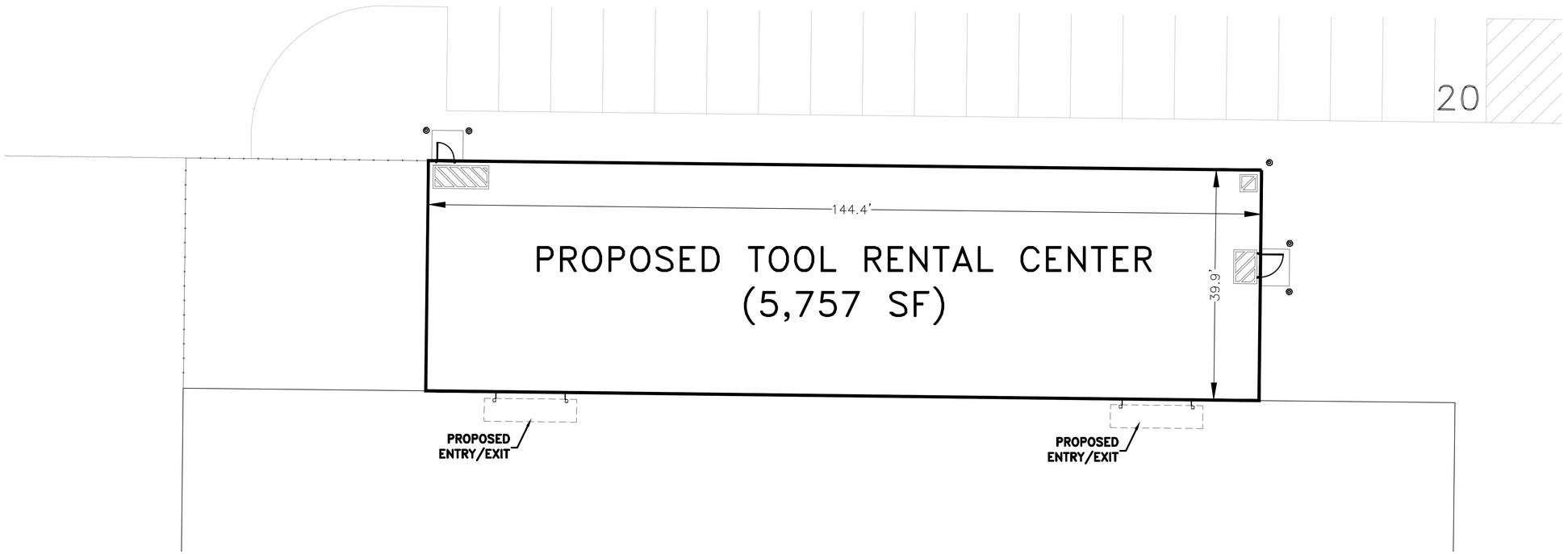
0' 50' 100'
SCALE 1" = 50'

SHEET 1 OF 3

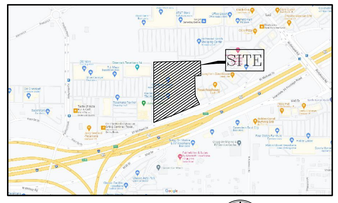
Attachment: 2024-011 EXH 'A' (Site Plan) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

Amendment to PD-01-10

2024-011 EXH 'A'



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM
Texas Registered Engineering Firm F-18450



VICINITY MAP
NOT TO SCALE

TRC SITE PLAN

DATE:	07/25/2023
REVISION DATES:	09/01/2023
SITE PLANNER	ZACHARY MANN
SITE DEV. COORDINATOR	CASSIE PERMENTER

TX - TEXARKANA
STORE # 6580

ADDRESS:	4110 SAINT MICHAEL DRIVE, TEXARKANA, TX 75503
LA PROJECT NUMBER	22074.00

0' 10' 20'
SCALE 1" = 10'

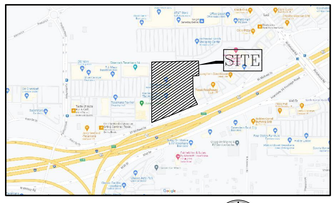
SHEET 2 OF 3

Attachment: 2024-011 EXH 'A' (Site Plan) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

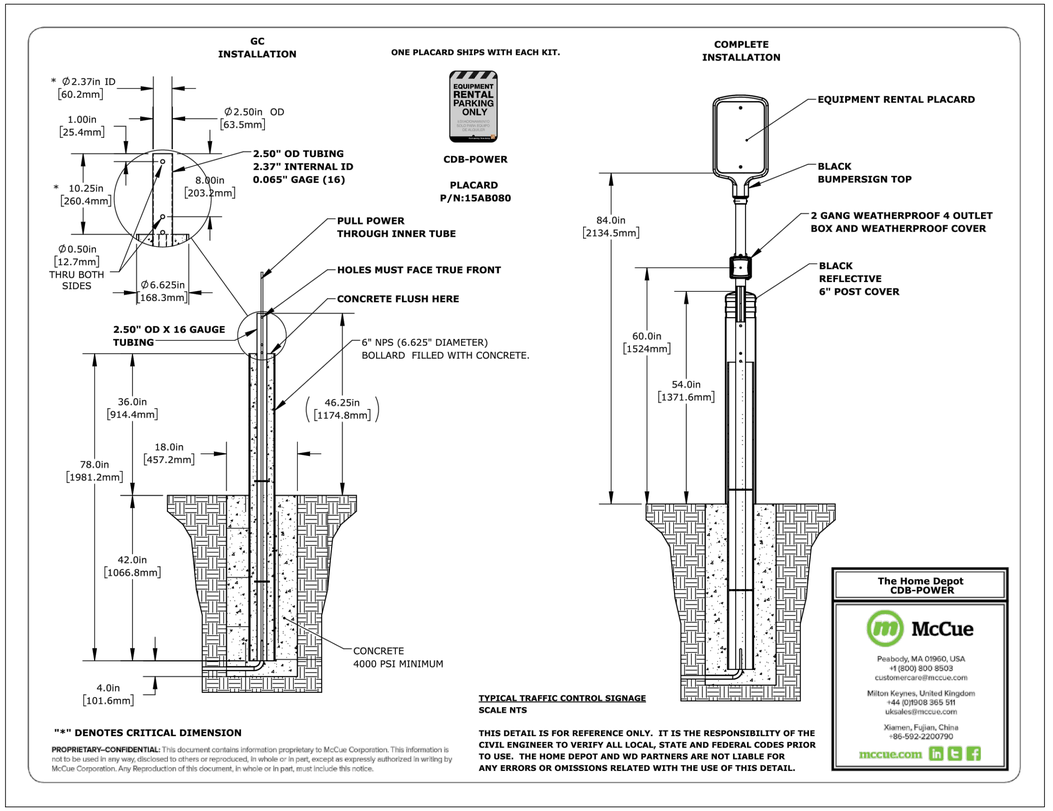
LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM
Texas Registered Engineering Firm F-18450

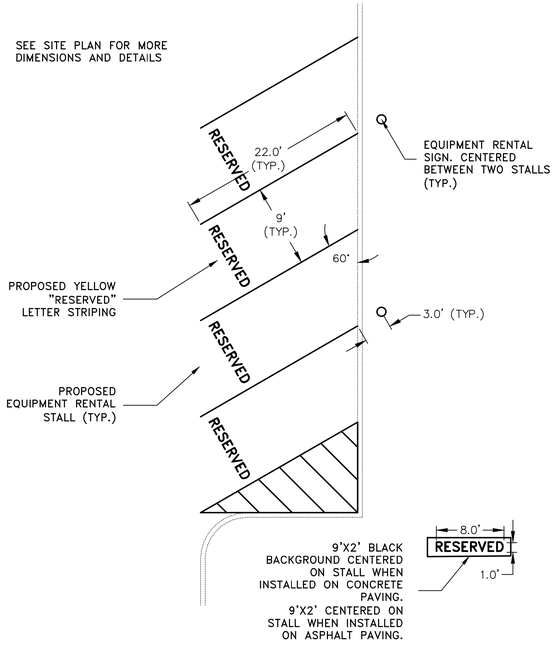
2024-011 EXH 'A'

Amendment to PD-01-10



VICINITY MAP
NOT TO SCALE



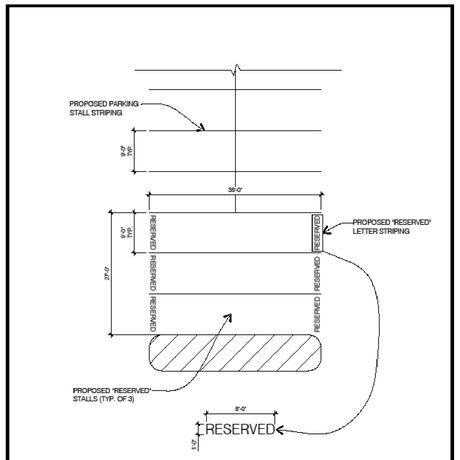


EQUIPMENT RENTAL STALL DETAIL

NTS

Section 7: CIVIL DRAWING REQUIREMENTS

Figure 26-E4



26-E4 RESERVED PARKING DETAIL
SCALE: NTS

THIS DETAIL IS FOR REFERENCE ONLY. IT IS THE RESPONSIBILITY OF THE CIVIL ENGINEER TO VERIFY ALL LOCAL, STATE AND FEDERAL CODES PRIOR TO USE. THE HOME DEPOT AND WD PARTNERS ARE NOT LIABLE FOR ANY ERRORS OR OMISSIONS RELATED WITH THE USE OF THIS DETAIL.

© 2001-2016 HOMER TLC, INC. ALL RIGHTS RESERVED

DETAILS

DATE: 07/25/2023
REVISION DATES: 09/01/2023

SITE PLANNER ZACHARY MANN
SITE DEV. COORDINATOR CASSIE PERMENTER

TX - TEXARKANA
STORE # 6580

ADDRESS: 4110 SAINT MICHAEL DRIVE, TEXARKANA, TX 75503

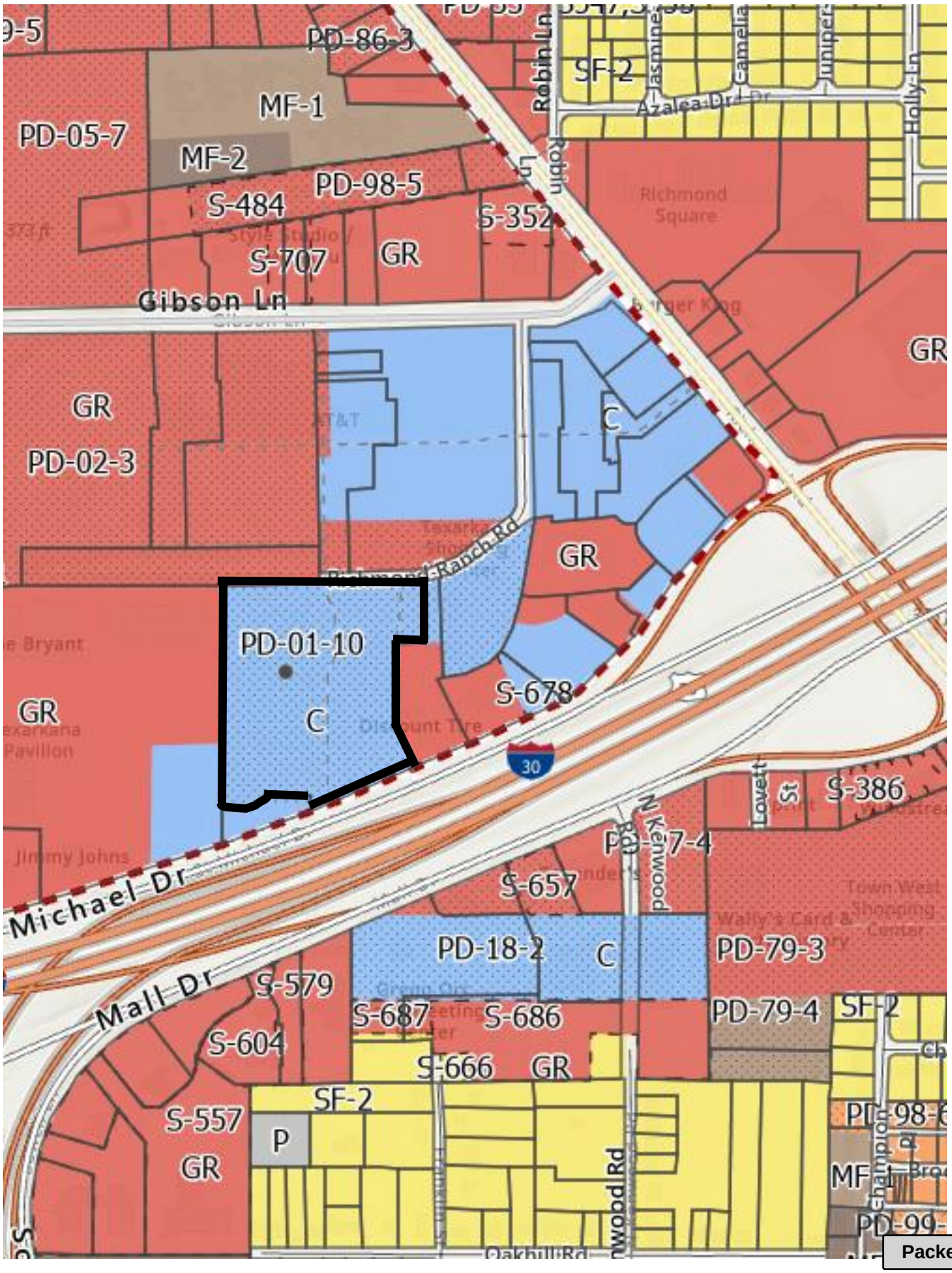
LA PROJECT NUMBER 22074.00

SHEET 3 OF 3

Attachment: 2024-011 EXH 'A' (Site Plan) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

2024-011 ATTH 01
Amendment to PD-01-10

4110 St. Michael Drive



Attachment: 2024-011 ATTH 01 (Maps) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

2024-011 ATTH 01
Amendment to PD-01-10

4110 St. Michael Drive



Attachment: 2024-011 ATTH 01 (Maps) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

Amendment to PD-01-10

Compact Power Rental Equipment

Tractor Loader Backhoe

- Used for loading, carrying, and transporting materials
- Electrical, plumbing, and irrigation installation or repairs
- Grading and leveling



Skid Steer

- Grading and leveling
- Load, carry and spread materials
- Landscaping, construction and property improvement
- Light demolition work



Mini Excavator

- Property improvement and landscape projects
- Irrigation installation and drainage projects
- Plumbing and electrical installation or repairs



Aerial Equipment

- Tree care and maintenance
- Facility maintenance, painting, HVAC, electrical
- Sign and lighting repair



Light Tower

- Job site illumination
- Sports activities
- Event setups



Material Handling

- Transport concrete, stone, materials and aggregate
- Construction and demo site clean up



Attachment: 2024-011 ATTH 02 (Rental Equipment) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

Dump Trailer

- Demolition removal and yard maintenance
- Carrying landscape materials
- Hauling aggregate



Tree Care (Chipper Rental/Stump Grinder)

- Tree care and maintenance
- Landscaping and property improvements



Mini Skid Steer

- Load, carry and spread materials
- Landscape and property improvement
- Grading and leveling



Trencher

- Installing irrigation and drainage projects
- Landscape and property improvement



Tractor Loader Backhoe

- Load, carry and transport materials
- Electrical, plumbing, and irrigation installation or repairs
- Grading and leveling



Skid Steer

- Grading and leveling
- Load, carry and spread materials
- Landscaping, construction and property improvement
- Light demolition work



Attachment: 2024-011 ATTH 02 (Rental Equipment) (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-011 Goals & Perspectives (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St. Michael Dr.)

ORDINANCE NO. 2024-011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-01-10 (C) FOR SITE PLAN APPROVAL ON LOT 1, TEXARKANA SHOPPING CENTER SUBDIVISION, LOCATED AT 4110 ST. MICHAEL DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, Texarkana Shopping Center Subdivision, located at 4110 St. Michael Drive** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-01-10 (C)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-01-10 (C); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Commercial; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above-described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on Lot 1, Texarkana Shopping Center Subdivision, located at 4110 St. Michael Drive** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-01-10 (C).

Attachment: 2024-011 ORD SPA 4110 St. Michael Dr signed (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St.

SECTION 2: PD-01-10 (C) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of a 119,188 sq ft addition to the current building.
2. The access driveway will be off St. Michael Drive.
3. There will be 524 parking spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A rental placard sign will be on site.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Screened dumpster site.

SECTION 3: It is further provided that in case a section, clause, sentence, or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

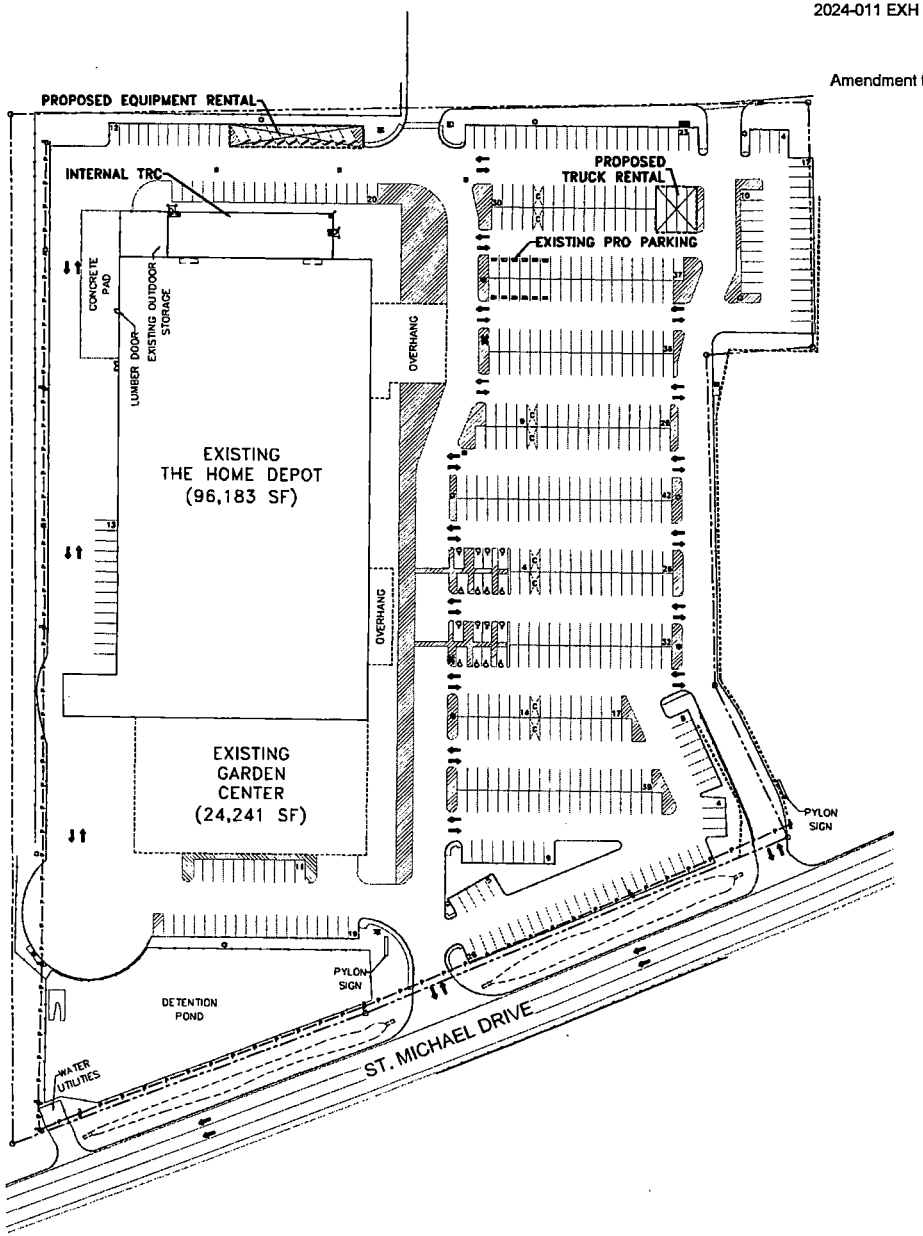
BOB BRUGGEMAN, MAYOR

6:34 p.m.

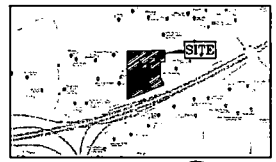
Attachment: 2024-011 ORD SPA 4110 St. Michael Dr signed (4163 : 2024-011 ORD Amendment to PD-01-10 site plan approval at 4110 St.

2024-011 EXH 'A'

Amendment to PD-01-10



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE – FRESNO CALIFORNIA 937
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.CO
Texas Registered Engineering Firm F-18450



VICINITY MAP
NOT TO SCALE

PROJECT INFORMATION

HOME DEPOT SITE DATA	
HOME DEPOT PARCEL AREA	509,915 SF (11.706 AC)
APN:	40345
ZONE:	C (COMMERCIAL)
JURISDICTION	COUNTY OF BOWIE
LAND USE	COMMERCIAL
HOME DEPOT BUILDING AREAS	
EXISTING HOME DEPOT AREA	96,183 SF
EXISTING GARDEN CENTER AREA	+ 24,241 SF
TOTAL HD AREA	120,424 SF
PARKING REQUIRED PER CITY CODE	
HOME DEPOT (@1/200 SF) GFA	481 STALLS
GARDEN CENTER (@1/200 SF) GFA	+ 121 STALLS
TOTAL HD PARKING REQUIRED	602 STALLS
HOME DEPOT PARKING PROVIDED	
FRONT FIELD PARKING	418 STALLS
SIDE FIELD PARKING	62 STALLS
REAR FIELD PARKING	+ 13 STALLS
TOTAL HD PARKING PROVIDED	493 STALLS
INCLUDED WITHIN PARKING PROVIDED	
ACCESSIBLE PARKING (8 REQ AT 301-400)	16 STALLS
PRO PARKING	12 STALLS
NOT INCLUDED WITHIN PARKING PROVIDED	
EQUIPMENT RENTAL	10 STALLS
THD TRUCK RENTAL	8 STALLS

TRC SITE PLAN

DATE	07/25/202
REVISION DATES	09/01/202
SITE PLANNER	ZACHARY MANI
SITE DEV. COORDINATOR	CASSIE PERMENTE

TX - TEXARKANA
STORE # 6580

ADDRESS:	4110 SAINT MICHAEL DRIVE TEXARKANA, TX 7550
LA PROJECT NUMBER	22074.00

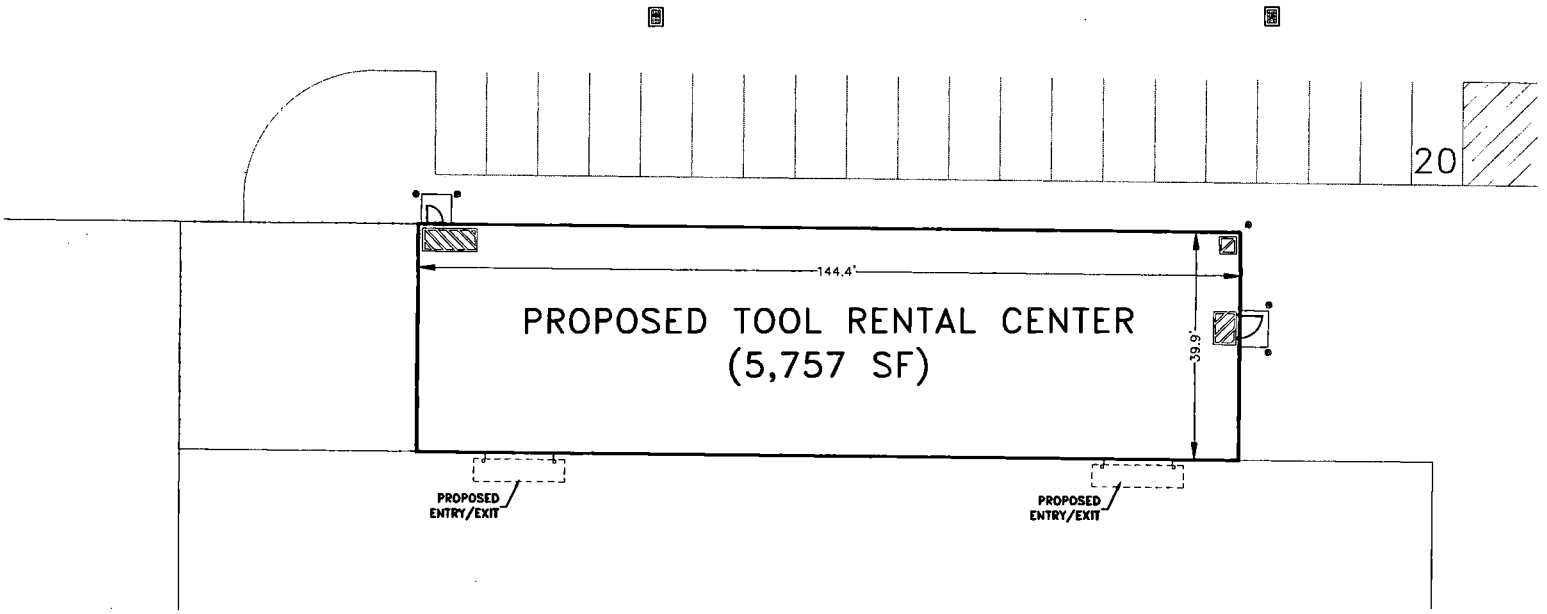
0' 50' 100'
SCALE 1" = 50'

SHEET 1 OF 3

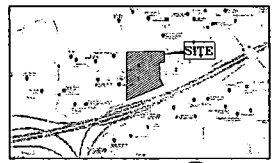
Attachment: 2024-011 ORD SPA 4110 St. Michael Dr signed (4163 : 2024-011 ORD Amendment to PD-01-

Amendment to PD-01-10

2024-011 EXH 'A'



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4594 WEST JACQUELYN AVENUE - FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM
Texas Registered Engineering Firm F-18450



VICINITY MAP
NOT TO SCALE

TRC SITE PLAN

DATE	07/25/2023
REVISION DATES	09/01/2023
SITE PLANNER	ZACHARY MANN
SITE DEV. COORDINATOR	CASSIE PERMENTER

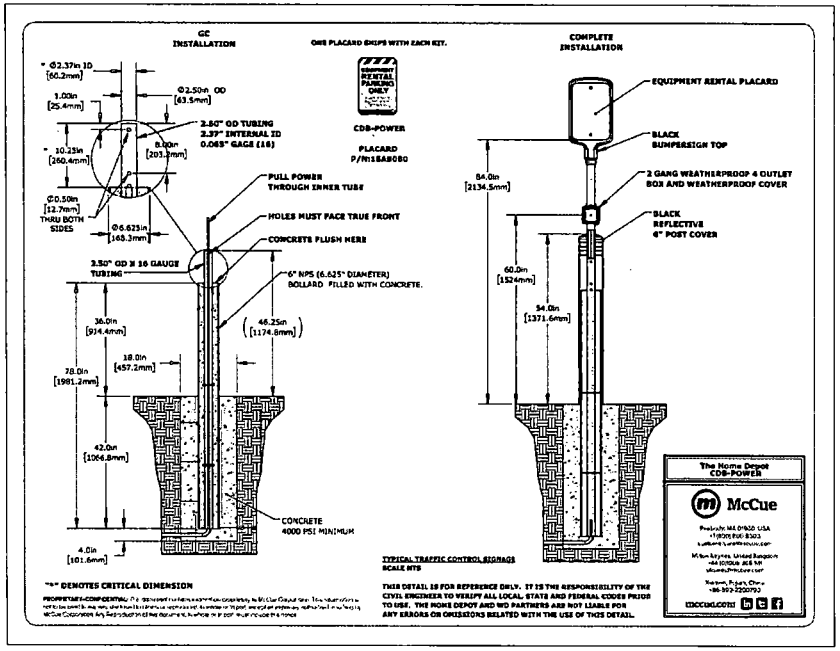
TX - TEXARKANA
STORE # 6580

ADDRESS:	4110 SAINT MICHAEL DRIVE TEXARKANA, TX 7550
LA PROJECT NUMBER	22074.00

0 10' 20'
SCALE 1" = 10'

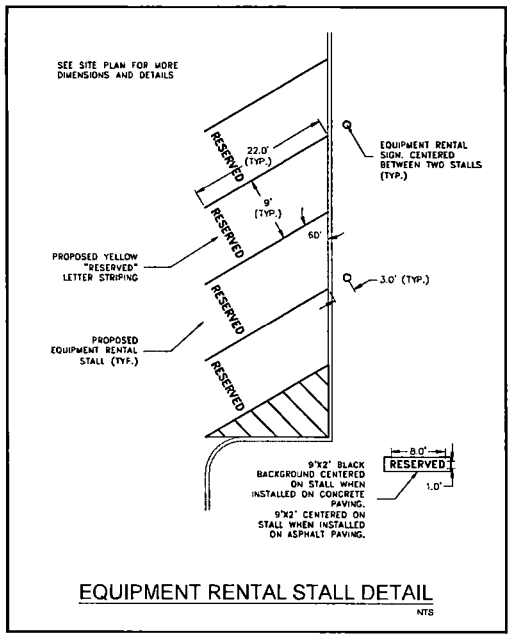
SHEET 2 OF 3

Attachment: 2024-011 ORD SPA 4110 St. Michael Dr signed (4163 : 2024-011 ORD Amendment to PD-01-



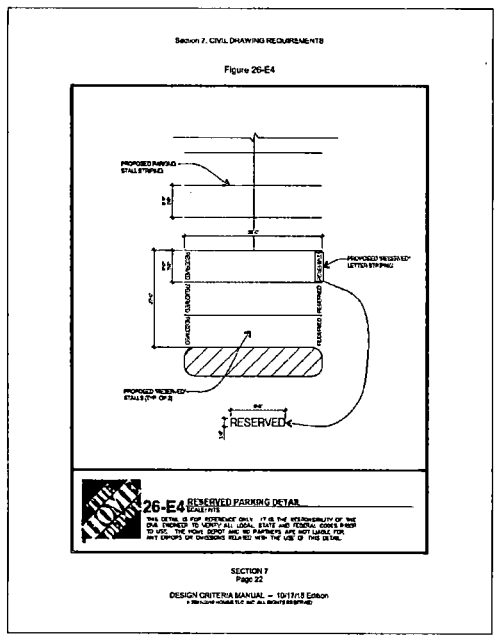
2024-011 EXH'A'

Amendment to PD-01-10

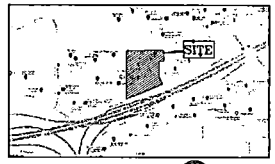


EQUIPMENT RENTAL STALL DETAIL

NTS



LARS ANDERSEN & ASSOCIATES, INC
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE - FRESNO CALIFORNIA 9372
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.CO
Texas Registered Engineering Firm F-18450



VICINITY MAP
NOT TO SCALE

DETAILS

DATE:	07/25/202
REVISION DATES	09/01/202
SITE PLANNER	ZACHARY MANI
SITE DEV. COORDINATOR	CASSIE PERMENTER

TX - TEXARKANA
STORE # 6580

ADDRESS:	4110 SAINT MICHAEL DRIVE TEXARKANA, TX 7550
LA PROJECT NUMBER	22074.00

SHEET 3 OF 3

Attachment: 2024-011 ORD SPA 4110 St. Michael Dr signed (4163 : 2024-011 ORD Amendment to PD-01-

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 1/13/2024 9:49 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2024-012 amending PD-20-6 for site plan approval on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road. GVH Moores, LLC, owner and Kayla Wood, MTG Engineers and Surveyors, agent.		

Briefing: 2/12/2024 **Public Hearing:** 2/12/2024 **Council Vote:** 2/12/2024

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by GVH Moores, LLC, owner, and Kayla Wood, MTG Engineers and Surveyors, agent for site plan approval on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road. The current zoning is Planned Development-General Retail. The property is currently vacant property. The proposed use is a convenient store and gas station.

The Future Land Use Map designates this property as “Neighborhood Retail”.

The adjacent zoning is Planned Development General Retail to the north and south, General Retail to the east, and office to the west. The adjacent land use is a car wash to the north, retail to the south and east, and vacant land to the west.

The site plan consists of the following:

1. The construction of 5,978 sq ft building.
2. The access driveway will be off Richmond Road and Moores Lane.
3. There will be 21 parking spaces and includes 2 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6’X8’ monument style sign. No Electronic messaging will be allowed.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Meet Ordinance regarding sidewalk along Richmond Road.
7. A Fire Lane may be required due to the most remote part of the building being more than 150 feet away from the public street.
8. Screened dumpster site.

Staff recommends for approval of the site plan with stipulations.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approved

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

December 4, 2023

Attachments

a. 2024-012 ORD site plan approval 5605 Richmond Road (DOCX)
b. 2024-012 EXH 'A' (Site Plan)(PDF)
c. 2024-012 ATTH 01 (Maps) (PDF)
d. 2024-012 ATTH 02 (Elevations) (PDF)
e. 2024-012 ATTH 03 (Site Drawing) (PDF)
f. 2024-012 Goals & Perspectives (DOCX)
g. 2024-012 ORD SPA 5605 Richmond Rd signed (PDF)

Staff Coordination

Building Code Administration	Vicky Coopwood	Reviewer	Skipped	01/19/2024 9:31 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	01/19/2024 9:33 AM
City Manager	David Orr	Reviewer	Completed	01/19/2024 10:41 AM
City Council	Jennifer Evans	Meeting	Completed	01/22/2024 6:00 PM

Meeting History

City of Texarkana, Texas

01/22/24	City Council	MOVED FORWARD	Next: 02/12/24

ORDINANCE NO. 2024-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-20-6 (GR) FOR SITE PLAN APPROVAL ON LOT 1, RICHMOND-MOORES SUBDIVISION, LOCATED AT 5605 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-20-6 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-20-6 (GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-6 (GR).

Attachment: 2024-012 ORD site plan approval 5605 Richmond Road (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605

SECTION 2: PD-20-6 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of a 5,978 sq ft building.
2. The access driveway will be off Richmond Road and Moores Lane.
3. There will be 21 parking spaces and includes 2 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6'X8' monument style sign. No Electronic messaging will be allowed.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Meet Ordinance regarding sidewalk along Richmond Road.
7. A Fire Lane may be required due to the most remote part of the building being more than 150 feet away from the public street.
8. Screened dumpster site.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

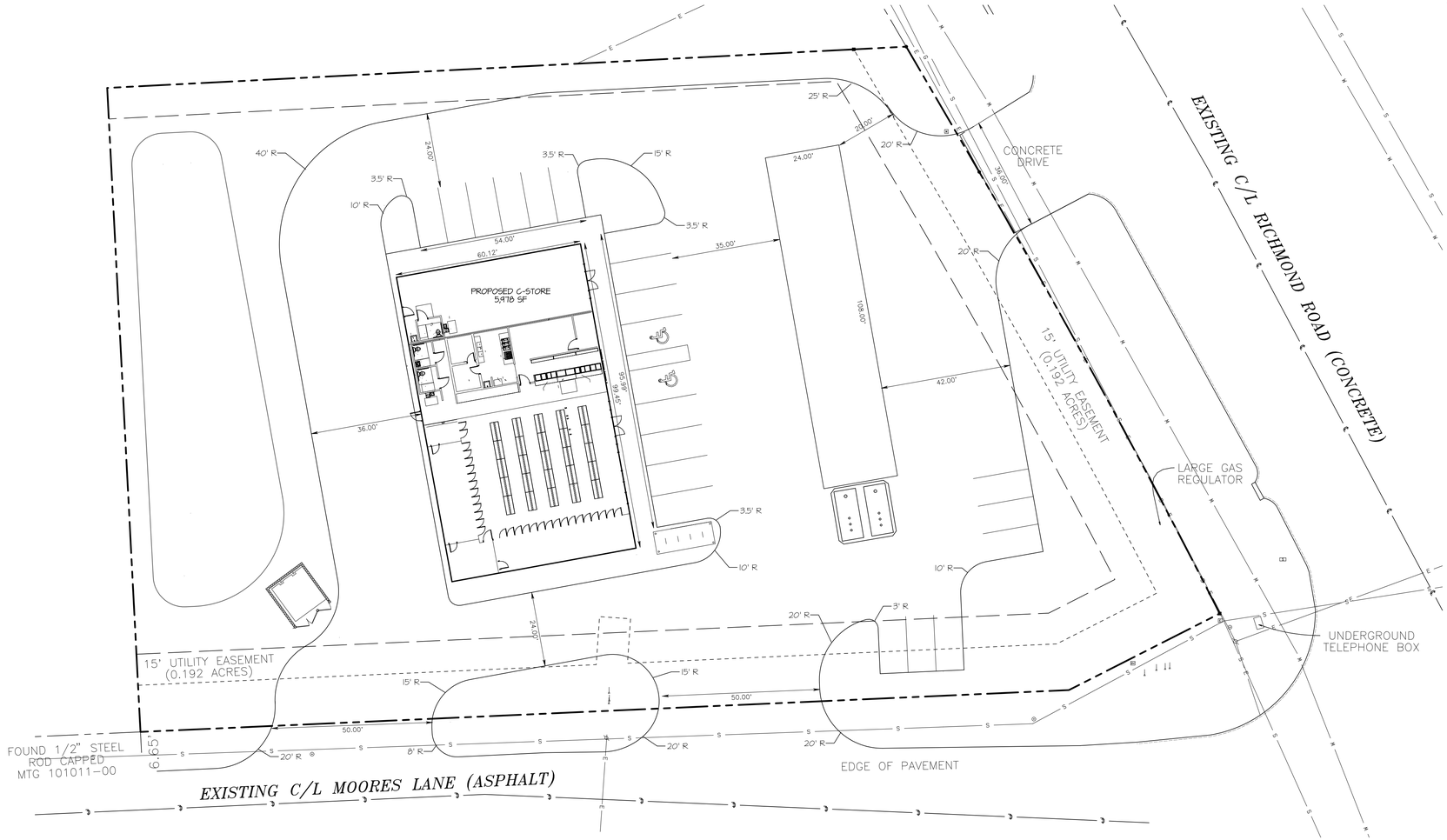
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2024-012 ORD site plan approval 5605 Richmond Road (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605

2024-012 EXH 'A'

Amendment to PD-20-6



LEGEND

- PROPERTY LINE
- CURB AND GUTTER
- BUILDING EDGE
- EDGE OF PAVEMENT
- EASEMENT
- BUILDING LINE OFFSET
- TOE OF DITCH/SLOPE
- TOP OF BANK
- E — OVERHEAD POWER LINE
- W — WATER MAIN
- S — SANITARY SEWER MAIN
- T — TELEPHONE LINE
- 345 — PROPOSED CONTOUR INT.
- 342 — EXISTING CONTOUR INT.
- SF — SILT FENCE
- SD — STORM DRAIN
- FL — FIRE LANE
- 356.0 — SPOT ELEVATION
- POWER POLE
- WATER METER
- WATER VALVE
- CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN (TYPICAL)
- HANDICAP PARKING SYMBOL (PAINTED)
- FIRE HYDRANT
- LIGHT POLE
- GAS REGULATOR
- IRRIGATION CONTROL VALVE
- SPRINKLER HEAD
- ROOF DRAIN
- TELEPHONE JUNCTION BOX
- ELECTRIC JUNCTION BOX
- GUY WIRE
- TREE

Required Parking: Gasoline Service Station - Minimum of 6 spaces
Required Parking: Retail - 1 Space/ 200 SF
Total SF Retail: 1,325 SF
Required Parking = 13 Spaces
Provided Parking= 21 Spaces
Provided HC= 2 Spaces

No.	Revision/Description	Date

5930 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 125
© MTG 2023

MTG ENGINEERS & SURVEYORS

PRELIMINARY ~ FOR REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSED
11/27/2023
KAYLA R. WOOD
P.E. #104859

Scale	Drawn By	Checked By	File No.
AS SHOWN	S.G.F.	K.R.W.	

SITE PLAN

GVH DEVELOPMENT
RICHMOND & MOORES LN
TEXARKANA, TEXAS

Drawing Date
11/27/2023

Project Number
236053

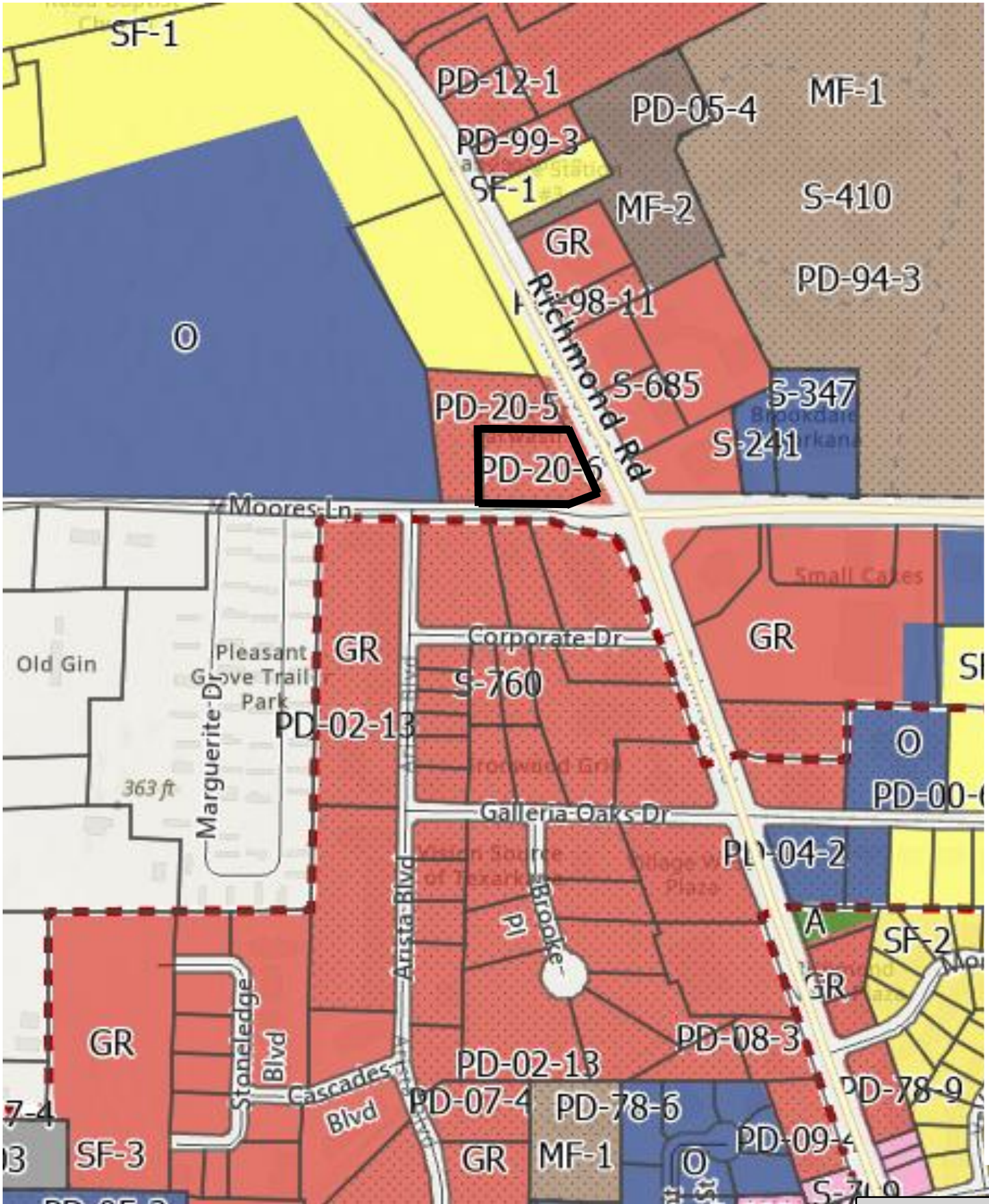
Sheet Number
XXXXXXXXXX

Attachment: 2024-012 EXH 'A' (Site Plan) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

X:\2023 Projects\236053 Circle K - Texarkana TX\05 Engineering Design\Conceptual Design\Richmond & Moore's.pro
Mon Nov 27, 2023 1:17PM

2024-012 ATTH 01
Amendment to PD-20-6

5605 Richmond Road



Attachment: 2024-012 ATTH 01 (Maps) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

2024-012 ATTH 01
Amendment to PD-20-6

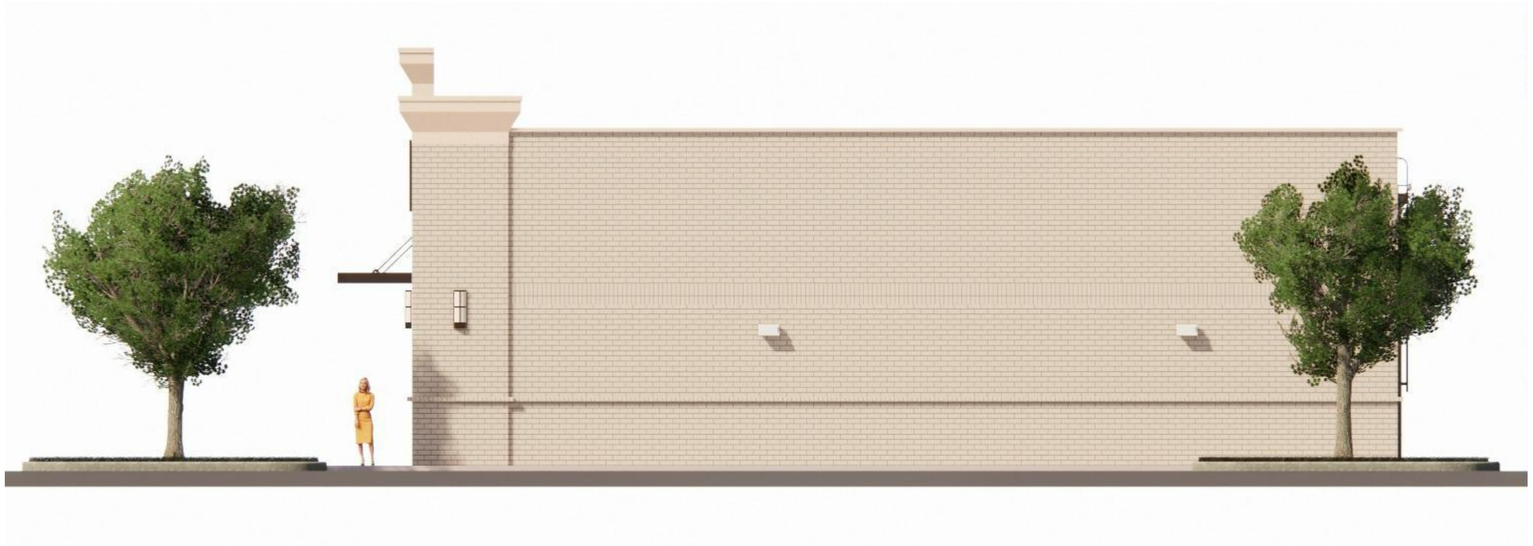
5605 Richmond Road



Attachment: 2024-012 ATTH 01 (Maps) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

2024-012 ATTH 02





Architecture
Interiors
Planning

265 North Lamar Blvd.
Oxford, MS 38655
p 662.234.2149

eleybarkley.com

C-STORES
RICHMOND AND MOORES TEXARKANA, AR

Project Status

Project No	23-00
Date	Issue Date
Drawn	Autho
Checked	Checke

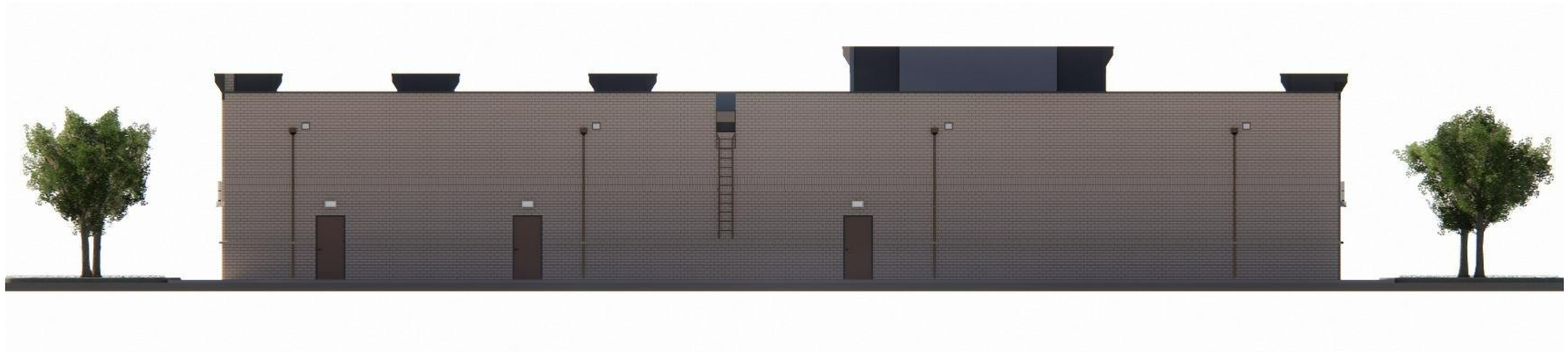
Revisions	Rev Date

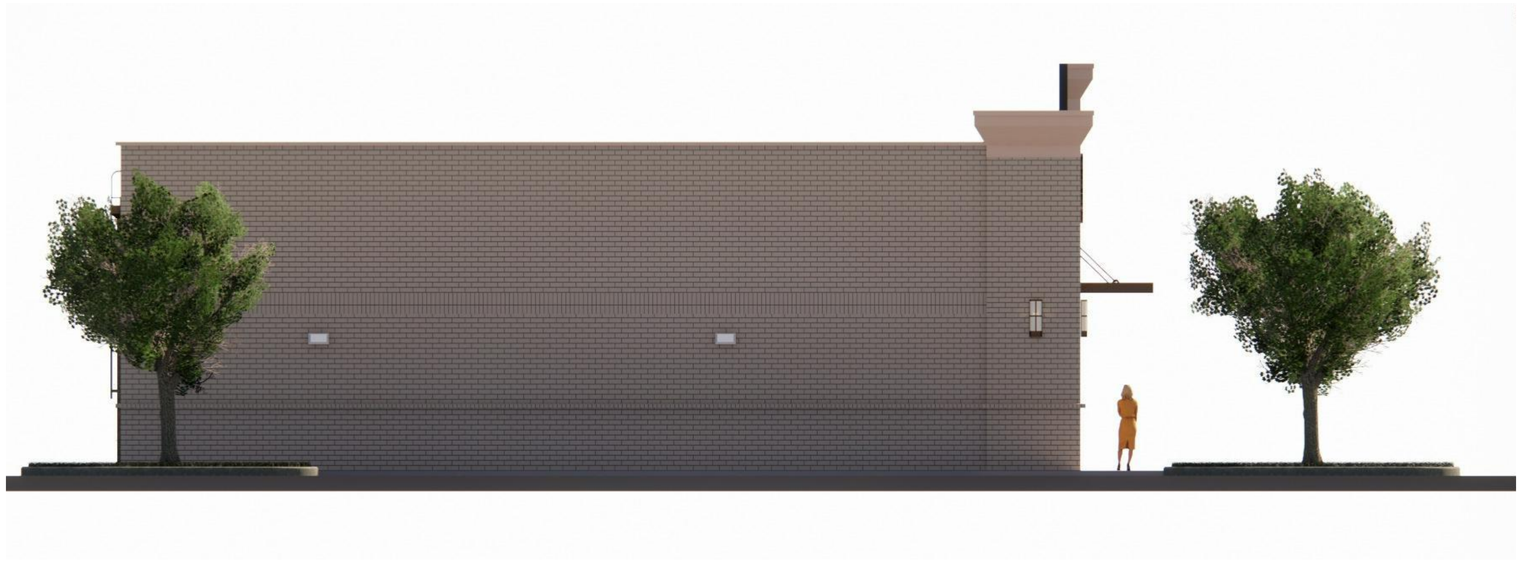
A2.03
RENDERED BUILDING ELEVATIONS

12/15/2023 12:17:18 AM
C:\Users\Clair.DESKTOP-90RQ92B\OneDrive\Documents\Richmond and Moores for Rendering_clair37KJV.rvt

Attachment: 2024-012 ATTH 02 (Elevations) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

2024-012 ATTH 02





Architecture
Interiors
Planning

265 North Lamar Blvd.
Oxford, MS 38655
p 662.234.2149

eleybarkley.com

C-STORES
RICHMOND AND MOORES TEXARKANA, AR

Project Status

Project No	23-00
Date	Issue Date
Drawn	Author
Checked	Checker

Revisions	Rev Date

A2.04
RENDERED BUILDING ELEVATIONS

12/15/2023 12:17:19 AM
C:\Users\Clair.DESKTOP-90RQ92B\OneDrive\Documents\Richmond and Moores for Rendering_clair37KJV.rvt

Attachment: 2024-012 ATTH 02 (Elevations) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)



Architecture
Interiors
Planning

265 North Lamar Blvd.
Oxford, MS 38655
p 662.234.2149

eleybarkley.com

C-STORES

RICHMOND AND MOORES TEXARKANA, AR

Project Status

Project No	23-00
Date	Issue Date
Drawn	Autho
Checked	Checke

Revisions	Rev Date

A9.02

RENDERED PERSPECTIVES

Attachment: 2024-012 ATTH 02 (Elevations) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

12/15/2023 12:17:19 AM
C:\Users\Clair.DESKTOP-90RQ92B\OneDrive\Documents\Richmond and Moores for Rendering_clair37KJV.rvt

2024-012 ATTH 02



Architecture
Interiors
Planning

265 North Lamar Blvd.
Oxford, MS 38655
p 662.234.2149

eleybarkley.com

C-STORES
RICHMOND AND MOORES TEXARKANA, AR

Project Status

Project No	23-006
Date	Issue Date
Drawn	Author
Checked	Checker

Revisions	Rev Date

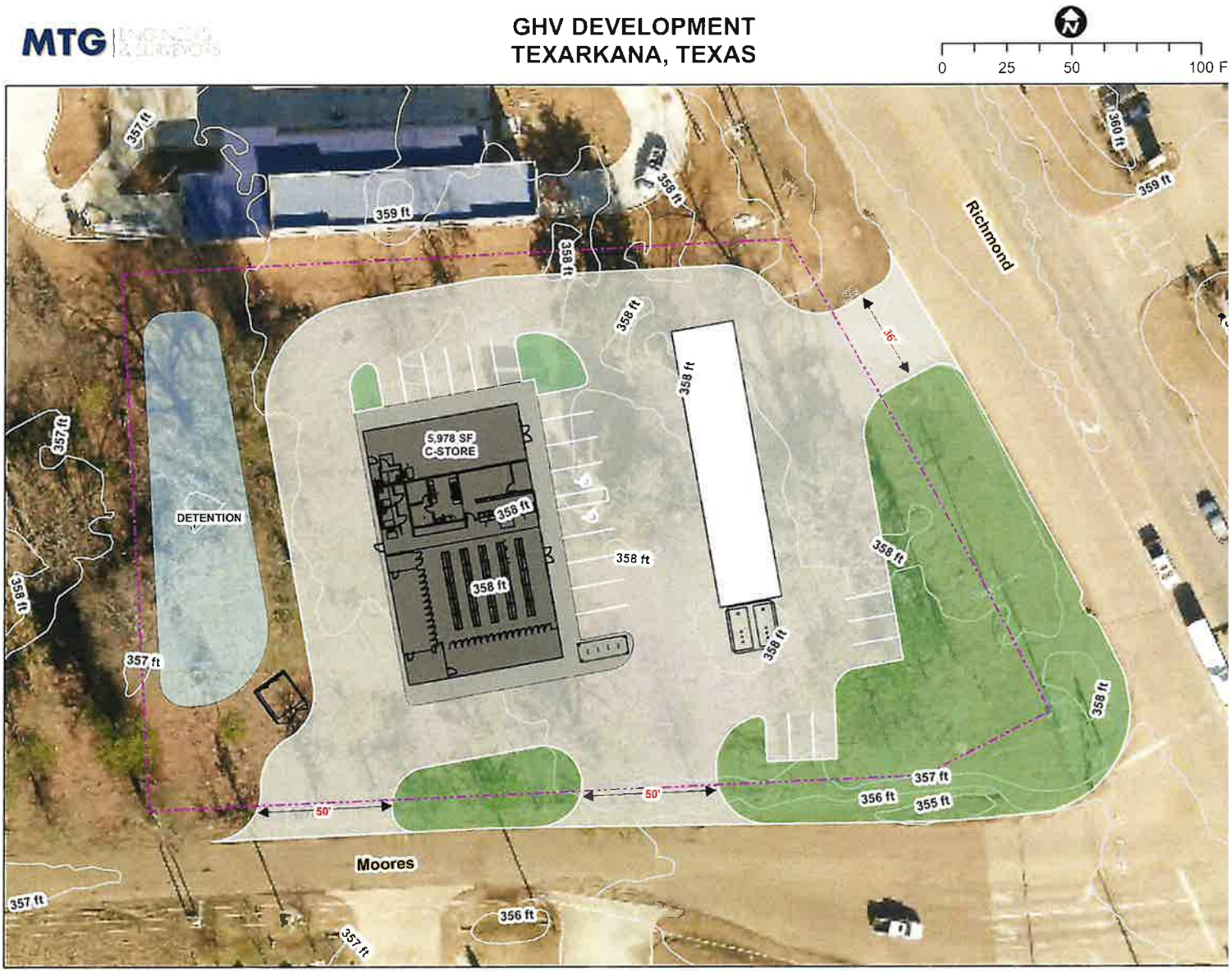
A9.03
RENDERED PERSPECTIVES

Attachment: 2024-012 ATTH 02 (Elevations) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

12/15/2023 12:17:19 AM
C:\Users\Clair.DESKTOP-90RQ92B\OneDrive\Documents\Richmond and Moores for Rendering_clair37KJV.rvt

2024-012 ATTH 03

Amendment to PD-20-6



Attachment: 2024-012 ATTH 03 (Site Drawing) (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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

Attachment: 2024-012 Goals & Perspectives (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605 Richmond Rd)

ORDINANCE NO. 2024-012

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-20-6 (GR) FOR SITE PLAN APPROVAL ON LOT 1, RICHMOND-MOORES SUBDIVISION, LOCATED AT 5605 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-20-6 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-20-6 (GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan **(Exhibit 'A') on Lot 1, Richmond-Moores Subdivision, located at 5605 Richmond Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-6 (GR).

Attachment: 2024-012 ORD SPA 5605 Richmond Rd signed (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605

SECTION 2: PD-20-6 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of a 5,978 sq ft building.
2. The access driveway will be off Richmond Road and Moores Lane.
3. There will be 21 parking spaces and includes 2 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6'X8' monument style sign. No Electronic messaging will be allowed.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Meet Ordinance regarding sidewalk along Richmond Road.
7. A Fire Lane may be required due to the most remote part of the building being more than 150 feet away from the public street.
8. Screened dumpster site.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of February, 2024.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

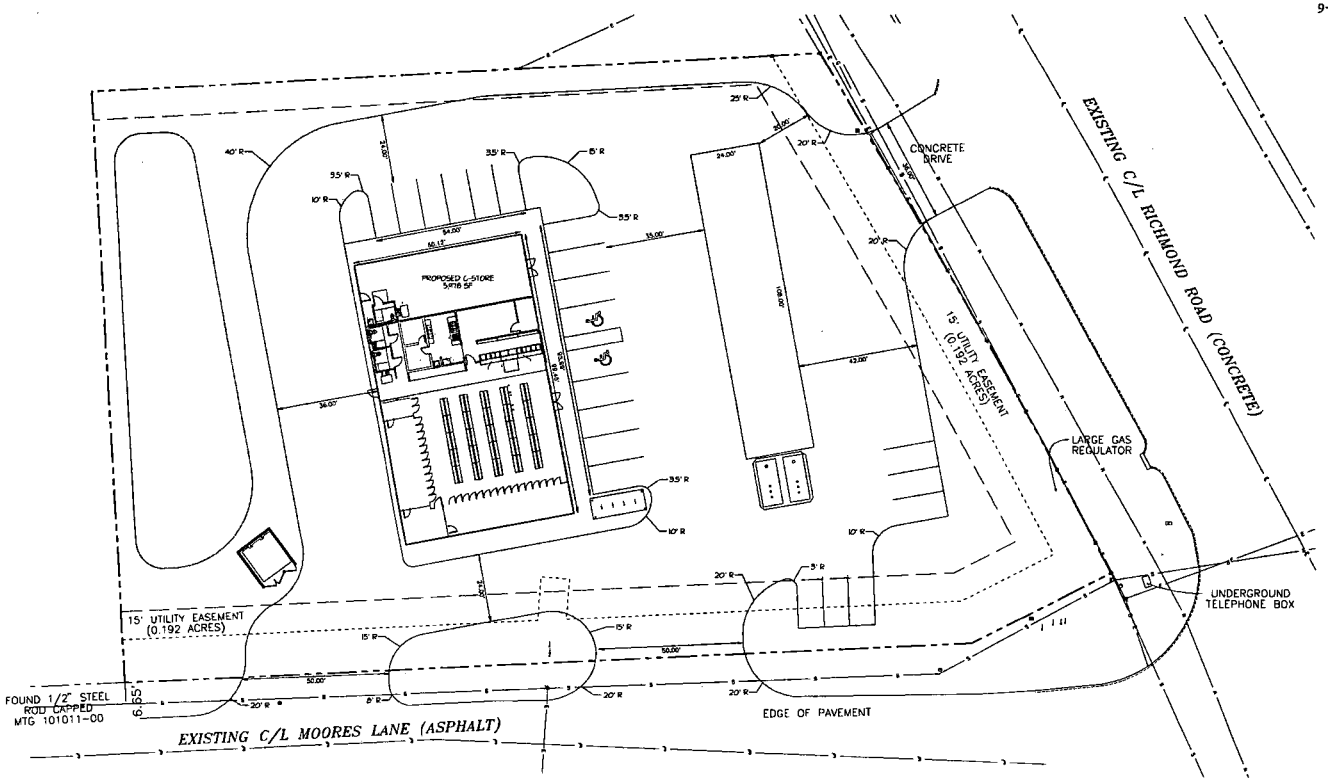
BOB BRUGGEMAN, MAYOR

6:35p.m.

Attachment: 2024-012 ORD SPA 5605 Richmond Rd signed (4164 : 2024-012 ORD Amendment to PD-20-6 for site plan approval at 5605

2024-012 EXH 'A'

Amendment to PD-20-6



LEGEND

- PROPERTY LINE
- CURB AND GUTTER
- BUILDING EDGE
- EDGE OF PAVEMENT
- EASEMENT
- BUILDING LINE OFFSET
- TOE OF DITCH/SLOPE
- TOP OF BANK
- OVERHEAD POWER LINE
- WATER MAIN
- SANITARY SEWER MAIN
- TELEPHONE LINE
- PROPOSED CONTOUR INT.
- EXISTING CONTOUR INT.
- SILT FENCE
- STORM DRAIN
- FIRE LANE
- SPOT ELEVATION
- POWER POLE
- WATER METER
- WATER VALVE
- CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN (TYPICAL)
- HANDICAP PARKING SYMBOL (PAINTED)
- FIRE HYDRANT
- LIGHT POLE
- GAS REGULATOR
- IRRIGATION CONTROL VALVE
- SPRINKLER HEAD
- ROOF DRAIN
- TELEPHONE JUNCTION BOX
- ELECTRIC JUNCTION BOX
- GUY WIRE
- TREE

Required Parking Gasoline Service Station - Minimum of 6 spaces
Required Parking Retail - 1 Space/ 200 SF
Total SF Retails 1,325 SF
Required Parking 1.65 Spaces
Provided Parking: 21 Spaces
Provided Min. 2 Spaces

MTG ENGINEERS & SURVEYORS
6800 SUMMERHILL ROUND
TEXARKANA, TEXAS 75503
P 903.838.8533
www.mtgengineers.com
TBPE FIRM NO. F-384
AR CSA NO. 125
© MTG 2023

PRELIMINARY - REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSES
11/27/2023
KAYLA H. WOOD
P.E. #104859

Scale: AS SHOWN
Drawn By: S.G.F.
Checked By: K.H.W.

SITE PLAN

GVH DEVELOPMENT
RICHMOND & MOORES LN
TEXARKANA, TEXAS

Drawing Date: 11/27/2023
Project Number: 236053
Sheet Number: XXXXXXXXXX

Attachment: 2024-012 ORD SPA 5605 Richmond Rd signed (4164 : 2024-012 ORD Amendment to PD-20-6