



CITY OF TEXARKANA

CITY COUNCIL

AGENDA • MARCH 9, 2020

Council Chambers

Regular Meeting

6:00 PM

**220 TEXAS BLVD.
TEXARKANA, TX 75501**

Mayor

Bob Bruggeman

Ward 1

Jean H. Matlock

Ward 3

Betty Williams

Ward 5

Bill Harp

Ward 2

Mary Hart

Ward 4

Christie Alcorn

Ward 6

Jay Davis



The City Council reserves the right to convene into closed session on any agenda item or issue should the need arise and if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code).

If the City Council convenes into closed session, they will reconvene in one hour or less to take any final action, decision, or vote on a matter deliberated in closed session.

- I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM**
- II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER MARY HART**
- III. CITY FAREWELL TO JOSH DAVIS**
- IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST**

Upcoming City Council Meetings:

Monday, March 23, 2020 at 6:00 p.m.

Monday, April 13, 2020 at 6:00 p.m.

Monday, April 27, 2020 at 6:00 p.m.

Parks & Recreation Events:

March 12 th - 14 th	Huggins Baseball Tournament	Spring Lake Park
March 14 th	Softball Tournament	Karrh Park
March 21 st - 22 nd	USSSA Baseball Tournament	Spring Lake Park

Additional Parks & Recreation events can be found on the city's website at <http://www.ci.texarkana.tx.us> or call (903) 798-3978 for more information.

- V. OPEN FORUM: COMMENTS FROM THE PUBLIC**

Per Council rules, comment time is limited to five minutes, or ten minutes if using a translator. Before comments are made, a speaker must complete an information sheet and give to the City Secretary. If your comment pertains to an agenda item with a scheduled public hearing or public comment, the Council requires that you make your comment at that time; you do not need to complete an information sheet.
- VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES**
- VII. ITEMS FOR CONSIDERATION**

Consent Items

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 24, 2020 at 6:00 PM.
2. Resolution No. 2020-015 acknowledging receipt of the 2019 Police Department Racial Profiling Report as statutorily required.

Public Hearing:

Council Vote: March 9, 2020

3. Resolution No. 2020-025 authorizing the City Manager to execute Addendum #1 to the Qualified Environmental Professional Revolving Loan Fund Consulting Contract with Stanley Consultants increasing the total contract amount to \$125,000 funded by an EPA Brownfields Revolving Loan Fund Grant.

Public Hearing:

Council Vote: March 9, 2020

Action Items

4. Resolution No. 2020-022 planning for demolition of substandard structures based on priority of council members or city staff.

Public Hearing:

Council Vote: March 9, 2020

5. Resolution No. 2020-027 authorizing the City Manager to enter into a contract with East Texas Bridge, Inc. of Longview, Texas, for an amount not to exceed \$6,496,693.91, for the Gibson Lane Extension Construction Project, and to reimburse CenterPoint Energy for an amount not to exceed \$137,000, for utility relocation work with funds budgeted in the TIRZ #1 Operating Funds and the 2019 TIRZ Bond Fund.

Public Hearing:

Council Vote: March 9, 2020

VIII. FIRST BRIEFINGS

IX. PUBLIC HEARINGS

1. Ordinance No. 2020-011 approving certain technical amendments to Chapter 6 "Alarms" of the Code of Ordinances.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

2. Ordinance No. 2020-018 amending PD-18-2(C) for revision to the site plan to allow new signage for a collision center on Lot 1, Block 2, Classic Auto Park East Subdivision, located at 924 Kenwood Road. Gregg Orr, applicant. MTG Engineers & Surveyors, agent.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

3. Ordinance No. 2020-019 granting a Specific Use Permit to allow a tattoo studio in a tenant space located at 3216 Texas Boulevard (Lots 7 & 8, Block 29, Ghio-Fish Boulevard Addition). Bryan Callaway, applicant. Joaquin Hernandez, agent.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

4. Ordinance No. 2020-020 rezoning the south 1/2 of Lot 1, Flower Acres Second Addition, located at 2720 Phillips Lane. Single Family-2 to Single Family-3. Terry Davis, applicant.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

5. Ordinance No. 2020-021 granting a Specific Use Permit to allow a double wide HUD code manufactured home on the south 1/2 of Lot 1, Flower Acres Second Addition, located at 2720 Phillips Lane. Terry Davis, applicant.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

6. Ordinance No. 2020-023 amending the Code of Ordinances/Electrical Code sections 105-163 [electrical inspector appointment and vacancy], 105-231 [administrative review of electrical inspector decision], and 105-235 [compliance inspections], adding section 105-194 [penalty for violation of article], and repealing sections 105-229, 105-230, 105-232, 105-233, and 105-234.

Public Hearing: March 9, 2020
Council Vote: March 9, 2020

X. ITEMS FOR DISCUSSION

Staff Updates

XI. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

XII. CLOSED SESSION

The City Council will convene into closed session pursuant to Texas Government Code Section 551.071 - Consultation with the City Attorney.

XIII. RECONVENE INTO OPEN SESSION

XIV. ADJOURNMENT



Jennifer Evans
City Secretary

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

Pursuant to Section 46.035(c), Penal Code (unlawful carrying of handgun by license holder), a license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open

meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter.

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

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

This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for these services, please call 903.798.3917, Personnel or (TDD) 1.800.RELAY.TX (1.800.735.2989).



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • FEBRUARY 24, 2020

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Member Name	Title	Status	Arrived
Aggeman	Mayor	Present	
Matlock	Ward 1	Present	
art	Ward 2	Present	
Williams	Ward 3	Present	
Alcorn	Ward 4	Present	
p	Ward 5	Present	
is	Ward 6	Present	

Staff Present: City Manager Shirley Jaster, Jennifer Evans, Pete Mann, Jennifer Strayhorn, Mashell Daniel, Kristin Peebles, David Orr, Robby Robertson, Sherry Jackson Hawkins, and Eric Schlotter.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JAY DAVIS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, March 9, 2020 at 6:00 p.m.
Monday, March 23, 2020 at 6:00 p.m.

Parks & Recreation Events:

March 7 th - 8 th	FASA Softball Tournament	Karrh Park
March 7 th - 8 th	USSSA Baseball Tournament	Spring Lake Park

Additional Parks & Recreation events can be found on the city's website at <http://www.ci.texarkana.tx.us> or call (903) 798-3978 for more information.

The Mayor reminded everyone that early voting, for the March 3rd Primary, ends on Friday, February 28th.

Minutes Acceptance: Minutes of Feb 24, 2020 6:00 PM (Consent Items)

*Meeting Presentations***Public Service Recognition - Texarkana Public Library**

Mayor Bruggeman presented a certificate of recognition and city lapel pin to longtime library employee, Patty Robinson, for her 50 years of public service.

Ms. Robinson said she served the community long enough to see kids grow up and "come back to the library with their kids"! She was also commended by former library director, Alice Coleman and current library director, Jennifer Strayhorn for being such a loyal and excellent employee.

Refinancing of Existing City Debt - by Jason Hughes of Hilltop Securities

Mr. Hughes gave a brief overview and summary of potential refundings of certain outstanding city bonds for debt service savings.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

There were no appointments or reappointments made by the council.

VI. ITEMS FOR CONSIDERATION*Consent Items*

(6:17 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Christie Alcorn, Ward 4
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Special Meeting of the City Council held on February 7, 2020 at 12:30 PM.
2. Consider approval of the minutes of the Regular Meeting of the City Council held on February 10, 2020 at 6:00 PM.

3. Consider approval of the minutes of the Joint City Community Committee Special Meeting of the City Council held on February 11, 2020 at 4:00 PM.

Action Items

4. Resolution No. 2020-026 authorizing the purchase of three (3) outdoor warning sirens and equipment, with budgeted funds in an amount not to exceed \$71,916.13, through the TIPS cooperative purchasing program.

Public Hearing:

Council Vote: February 24, 2020

Eric Schlotter briefed this agenda item.
(6:21 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

VII. FIRST BRIEFINGS

1. Ordinance No. 2020-011 approving certain technical amendments to Chapter 6 "Alarms" of the Code of Ordinances.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

Eric Schlotter briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 3/9/2020 6:00 PM
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2. Ordinance No. 2020-018 amending PD-18-2(C) for revision to the site plan to allow new signage for a collision center on Lot 1, Block 2, Classic Auto Park East Subdivision, located at 924 Kenwood Road. Gregg Orr, applicant. MTG Engineers & Surveyors, agent.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD
----------------	----------------------

Next: 3/9/2020 6:00 PM

3. Ordinance No. 2020-019 granting a Specific Use Permit to allow a tattoo studio in a tenant space located at 3216 Texas Boulevard (Lots 7 & 8, Block 29, Ghio-Fish Boulevard Addition). Bryan Callaway, applicant. Joaquin Hernandez, agent.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD
----------------	----------------------

Next: 3/9/2020 6:00 PM

4. Ordinance No. 2020-020 rezoning the south 1/2 of Lot 1, Flower Acres Second Addition, located at 2720 Phillips Lane. Single Family-2 to Single Family-3. Terry Davis, applicant.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD
----------------	----------------------

Next: 3/9/2020 6:00 PM

5. Ordinance No. 2020-021 granting a Specific Use Permit to allow a double wide HUD code manufactured home on the south 1/2 of Lot 1, Flower Acres Second Addition, located at 2720 Phillips Lane. Terry Davis, applicant.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD
----------------	----------------------

Next: 3/9/2020 6:00 PM

6. Ordinance No. 2020-023 amending the Code of Ordinances/Electrical Code sections 105-163 [electrical inspector appointment and vacancy], 105-231 [administrative review of electrical inspector decision], and 105-235 [compliance inspections], adding section 105-194 [penalty for violation of article], and repealing sections 105-229, 105-230, 105-232, 105-233, and 105-234.

Public Hearing: March 9, 2020

Council Vote: March 9, 2020

Mashell Daniel briefed this agenda item.

RESULT: MOVED FORWARD

Next: 3/9/2020 6:00 PM

VIII. PUBLIC HEARINGS - NONE

IX. ITEMS FOR DISCUSSION

Staff Updates - None

X. ADMINISTRATIVE COMMENTS

1. City Council

Council had no administrative comments for staff.

2. City Staff

Staff had no administrative comments for council.

XI. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:34 p.m.)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mary Hart, Ward 2
SECONDER: Christie Alcorn, Ward 4
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

City of Texarkana, Texas

Version: B

Update Date: 3/4/2020 10:34 AM

Briefing Sheet

Lead Department: Police **Action Officer:** Shawn Fitzgerald,
Subject: Resolution No. 2020-015 acknowledging receipt of the 2019 Police Department
Racial Profiling Report as statutorily required.

Briefing: 3/9/2020 **Public Hearing:** **Council Vote:** 3/9/2020

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:**Potential Options:**

- NONE
-

Fiscal Implications:

NONE

Staff Recommendation:

Staff recommends acknowledging the receipt of the report.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2020-015 RES Racial Profiling 2019 (DOC)
- 2020-015 ATTH 01 Final Racial Profiling Rpt 2019 (PDF)
- 2020-015 Goals and Perspectives (DOCX)

City of Texarkana, Texas**Staff Coordination**

Police	Shawn Fitzgerald	Department Head Review	Completed	
	01/22/2020 2:33 PM			
Police	Kevin Schutte	Supervisor Review	Completed	01/22/2020
4:20 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	02/13/2020
4:36 PM				
City Council	Vicky Coopwood	Meeting	Pending	03/09/2020
6:00 PM				

Meeting History

RESOLUTION NO. 2020 - 015

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, ACKNOWLEDGING RECEIPT OF THE
2019 POLICE DEPARTMENT RACIAL PROFILING REPORT;
AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the State of Texas requires the Police Department to collect certain statistical data on drivers stopped for traffic violations in the city limits of Texarkana, Texas, through statute found in the Texas Code of Criminal Procedure; and

WHEREAS, the State of Texas requires the collected data to be analyzed and compiled into a report, locally titled as the Texarkana, Texas Police Department Racial Profiling report, to be submitted annually to the Texas Commission on Law Enforcement; and

WHEREAS, the State of Texas requires the final racial profiling report to be submitted to the local governing body in the month of March each year.

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

SECTION 1: That the City Council of the City of Texarkana, Texas, acknowledges receipt of the 2019 Police Department Racial Profiling Report.

SECTION 2: That 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 **9th day of March, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2020-015 RES Racial Profiling 2019 (2214 : 2020-015 RES Racial Profiling Report 2019)



TEXARKANA, TEXAS POLICE DEPARTMENT

2019

RACIAL PROFILING ANALYSIS

PREPARED BY:

Eric J. Fritsch, Ph.D.
Chad R. Trulson, Ph.D.



Executive Summary

Article 2.132-2.134 of the Texas Code of Criminal Procedure (CCP) requires the annual reporting to the local governing body of data collected on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to data collection and reporting requirements. Article 2.134 of the CCP directs that “a comparative analysis of the information compiled under 2.133” be conducted, with specific attention to the below areas:

1. evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
2. examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction;
3. evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and
4. information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

The analysis of material and data from the Texarkana, Texas Police Department revealed the following:

- **A COMPREHENSIVE REVIEW OF THE TEXARKANA, TEXAS POLICE DEPARTMENT’S RACIAL PROFILING POLICY SHOWS THAT THE TEXARKANA, TEXAS POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.**
- **A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE TEXARKANA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.**
- **A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT IN BOTH PRINT AND ELECTRONIC FORM REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.**
- **ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.**
- **THE TEXARKANA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW CONCERNING THE REPORTING OF INFORMATION TO TCOLE.**

- **THE TEXARKANA POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW REGARDING CCP ARTICLES 2.132-2.134.**

Introduction

This report details an analysis of the Texarkana Police Department's policies, training, and statistical information on racial profiling for the year 2019. This report has been prepared to specifically comply with Article 2.132, 2.133, and 2.134 of the Texas Code of Criminal Procedure (CCP) regarding the compilation and analysis of traffic stop data. Specifically, the analysis will address Articles 2.131 – 2.134 of the CCP and make a determination of the level of compliance with those articles by the Texarkana Police Department in 2019. The full copies of the applicable laws pertaining to this report are contained in Appendix A.

This report is divided into six sections: (1) Texarkana Police Department's policy on racial profiling; (2) Texarkana Police Department's training and education on racial profiling; (3) Texarkana Police Department's complaint process and public education on racial profiling; (4) analysis of Texarkana Police Department's traffic stop data; (5) additional traffic stop data to be reported to TCOLE; and (6) Texarkana Police Department's compliance with applicable laws on racial profiling.

For the purposes of this report and analysis, the following definition of racial profiling is used: racial profiling means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity (Texas CCP Article 3.05).

Texarkana, Texas Police Department Policy on Racial Profiling

A review of Texarkana, Texas Police Department's "Biased Based Policing and Racial Profiling Policy" contained in Directive 2.01.1 (see Appendix B) revealed that the department has adopted policies in compliance with Article 2.132 of the Texas CCP. There are seven specific requirements mandated by Article 2.132 that a law enforcement agency must address. All seven are clearly covered in the Texarkana, Texas Police Department racial profiling policy. Texarkana, Texas Police Department policies provide clear direction that any form of racial profiling is prohibited and that officers found engaging in inappropriate profiling shall be subject to corrective action including diversity, sensitivity, or other appropriate training, informal counseling, formal counseling, written reprimand, suspension from duty with or without pay, indefinite suspension, or other appropriate action as determined by the Chief of Police. The policies also provide a very clear statement of the agency's philosophy regarding equal treatment of all persons regardless of race, ethnicity, or national origin. Appendix C lists the applicable statute and corresponding Texarkana, Texas Police Department regulation.

A COMPREHENSIVE REVIEW OF TEXARKANA, TEXAS POLICE DEPARTMENT'S RACIAL PROFILING POLICY SHOWS THAT THE TEXARKANA, TEXAS POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH ARTICLE 2.132 OF THE TEXAS CODE OF CRIMINAL PROCEDURE.

Texarkana, Texas Police Department Training and Education on Racial Profiling

Texas Occupation Code § 1701.253 and § 1701.402 require that curriculum be established and training certificates issued on racial profiling for all Texas peace officers. Information provided

by Texarkana, Texas Police Department reveals that racial profiling training and certification is current for all officers in 2019. Racial profiling training is specifically covered in Texarkana, Texas' Biased Based Policing and Racial Profiling Policy Section 4 (B). In addition, all personnel are trained on the department's racial profiling policy on a bi-annual basis.

A REVIEW OF THE INFORMATION PRESENTED AND SUPPORTING DOCUMENTATION REVEALS THAT THE TEXARKANA, TEXAS POLICE DEPARTMENT IS FULLY IN COMPLIANCE WITH TEXAS LAW ON TRAINING AND EDUCATION REGARDING RACIAL PROFILING.

Texarkana, Texas Police Department Complaint Process and Public Education on Racial Profiling

Article 2.132 §(b)3-4 of the Texas Code of Criminal Procedure requires that law enforcement agencies implement a complaint process on racial profiling and that the agency provide public education on the complaint process. Texarkana, Texas Police Department's Biased Based Policing and Racial Profiling Policy Section 4 (A) covers this requirement. Information regarding how a citizen may file a complaint is available to the public at a variety of locations. In addition, the department has a website with numbers available for contacting the agency with concerns (<http://ci.texarkana.tx.us/393/Police-Department/>). Additionally, each printed citation includes instructions on how to file a complaint and/or complement an officer following an interaction.

A REVIEW OF THE DOCUMENTATION PRODUCED BY THE DEPARTMENT REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE RACIAL PROFILING COMPLAINT PROCESS AND PUBLIC EDUCATION ABOUT THE COMPLAINT PROCESS.

Texarkana, Texas Police Department Statistical Data on Racial Profiling

Article 2.132(b) 6 and Article 2.133 requires that law enforcement agencies collect statistical information on motor vehicle stops in which a ticket, citation, or warning was issued and to arrests made as a result of those stops, in addition to other information noted previously. Texarkana Police Department submitted statistical information on all motor vehicle stops in 2019 and accompanying information on the race/ethnicity of the person stopped. Accompanying this data was the relevant information required to be collected and reported by law.

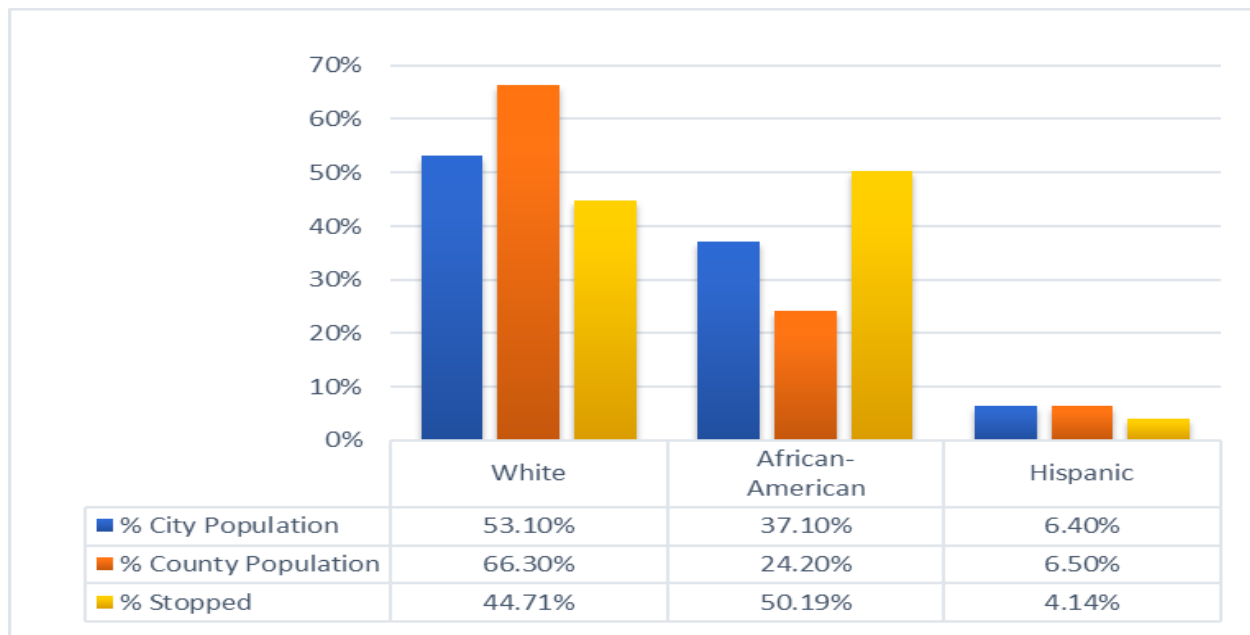
ANALYSIS OF THE DATA REVEALS THAT THE DEPARTMENT IS FULLY IN COMPLIANCE WITH APPLICABLE TEXAS LAW ON THE COLLECTION OF RACIAL PROFILING DATA.

Analysis of the Data

Comparative Analysis #1:

Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities. Texas Code of Criminal Procedure Article 2.134(c)(1)(A)

The first chart depicts the percentages of people stopped by race/ethnicity among the total 12,211 motor vehicle stops in which a ticket, citation, or warning was issued, including arrests made, in 2019.¹



White drivers constituted 44.71 percent of all drivers stopped, whereas Whites constitute 53.10 percent of the city population and 66.30 percent of the county population.²

African-American drivers constituted 50.19 percent of all drivers stopped, whereas African-Americans constitute 37.10 percent of the city population and 24.20 percent of the county population.

Hispanic drivers constituted 4.14 percent of all drivers stopped, whereas Hispanics constitute 6.40 percent of the city population and 6.50 percent of the county population.

The chart shows that White drivers are stopped at rates lower than the percentage of Whites found in the city and county populations. African-American drivers are stopped at rates higher than the percentage of African-Americans found in the city and county populations. Hispanics are stopped at rates lower than the percentage of Hispanics found in the city and county populations.

Methodological Issues

Upon examination of the data, it is important to note that differences in overall stop rates of a particular racial or ethnic group, compared to that racial or ethnic group's proportion of the population, cannot be used to make determinations that officers have or have not racially

¹ Due to a small number of stops relative to the population of Texarkana, information contained in the first chart excludes information pertaining to 76 stops of citizens of Asian/Pacific Islander descent and 42 stops of citizens of Alaska Native/American Indian descent.

² City and County population figures are derived from the 2010 Census of the U.S. Census Bureau.

profiled any given individual motorist. Claims asserting racial profiling of an individual motorist from the aggregate data utilized in this report are erroneous.

For example, concluding that a particular driver of a specific race/ethnicity was racially profiled simply because members of that particular racial/ethnic group as a whole were stopped at a higher rate than their proportion of the population—are as erroneous as claims that a particular driver of a specific race/ethnicity could NOT have been racially profiled simply because the percentage of stops among members of a particular racial/ethnic group as a whole were stopped at a lower frequency than that group's proportion of the particular population base (e.g., city or county population). In short, aggregate data as required by law and presented in this report cannot be used to prove or disprove that a member of a particular racial/ethnic group was racially profiled. Next, we discuss the reasons why using aggregate data—as currently required by the state racial profiling law—are inappropriate to use in making claims that any individual motorist was racially profiled.

Issue #1: Using Group-Level Data to Explain Individual Officer Decisions

The law dictates that police agencies compile aggregate-level data regarding the *rates* at which agencies *collectively* stop motorists in terms of their race/ethnicity. These aggregated data are to be subsequently analyzed in order to determine whether or not *individual* officers are “racially profiling” motorists. This methodological error, commonly referred to as the “ecological fallacy,” defines the dangers involved in making assertions about individual officer decisions based on the examination of aggregate stop data. **In short, one cannot prove that an individual officer has racially profiled any individual motorist based on the rate at which a department stops any given group of motorists.** In sum, aggregate level data cannot be used to assess individual officer decisions, but the state racial profiling law requires this assessment.

Issue #2: Problems Associated with Population Base-Rates

There has been considerable debate as to what the most appropriate population “base-rate” is in determining whether or not racial/ethnic disparities exist. The base-rate serves as the benchmark for comparison purposes. The outcome of analyses designed to determine whether or not disparities exist is dependent on which base-rate is used. While this report utilized the most recent 2010 Census as a population base-rate, this population measure can become quickly outdated and may not keep pace with changes experienced in city and county population measures.

In addition, the validity of the benchmark base-rate becomes even more problematic if analyses fail to distinguish between residents and non-residents who are stopped. This is because the existence of significant proportions of non-resident stops will lead to invalid conclusions if racial/ethnic comparisons are made exclusively to resident population figures. **In sum, a valid measure of the driving population does not exist. As a proxy, census data is used which is problematic as an indicator of the driving population.** In addition, stopped motorists who are not residents of the city or county where the motor vehicle stop occurred are not included in the benchmark base-rate.

In short, the methodological problems outlined above point to the limited utility of using aggregate level comparisons of the rates at which different racial/ethnic groups are stopped in order to determine whether or not racial profiling exists within a given jurisdiction.

Table 1 reports the summaries for the total number of motor vehicle stops in which a ticket, citation, or warning was issued, and to arrests made as a result of those stops, by the Texarkana Police Department in 2019. Table 1 and associated analyses are utilized to satisfy the comparative analyses as required by Texas law, and in specific, Article 2.134 of the CCP.

Comparative Analysis #2:

Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction. Texas Code of Criminal Procedure Article 2.134(c)(1)(B)

Table 1: Traffic Stops and Outcomes by Race/Ethnicity

Stop Outcomes by Race/Ethnicity	White	African-American	Hispanic /Latino	Asian /Pacific Islander	Alaska Native /American Indian	Total
Number of Stops	5459	6129	505	76	42	12211
Result of Stop						
Verbal Warning	670	876	64	9	6	1625
Written Warning	2391	2184	163	32	27	4797
Citation	2257	2755	260	35	9	5316
Written Warning and Arrest	30	55	5	0	0	90
Citation and Arrest	51	132	4	0	0	187
Arrest	60	127	9	0	0	196
Search Conducted						
Yes	301	675	31	0	2	1009
No	5158	5454	474	76	40	11202

As shown in Table 1, there were a total of 12,211 motor vehicle stops in 2019 in which a ticket, citation, or warning was issued. The table also shows arrests made as a result of those stops. Roughly 13 percent of stops resulted in a verbal warning (1625/12211), roughly 39 percent of stops resulted in a written warning, and roughly 44 percent resulted in a citation. Less than 1 percent of stops resulted in a written warning and arrest, roughly 2 percent of stops resulted in a citation and arrest, and roughly 2 percent of stops resulted in a sole arrest.

Relative to the result of the stop within each racial/ethnic group, White motorists received a **verbal warning** in roughly 12 percent of stops involving White motorists (670/5459). African-American motorists received a verbal warning in roughly 14 percent of stops involving African-

American motorists. Hispanic motorists received a verbal warning in roughly 13 percent of stops involving Hispanic motorists.

Specific to **written warnings**, White motorists received a written warning in roughly 44 percent of stops involving White motorists (2391/5459), African-American motorists received a written warning in roughly 36 percent of stops of African-American motorists, and Hispanic motorists received a written warning in roughly 32 percent of stops of Hispanic motorists.

White motorists received a **citation** in roughly 41 percent of stops involving White motorists (2257/5459), African-American motorists received a citation in roughly 45 percent of stops of African-American motorists, and Hispanic motorists received a citation in roughly 51 percent of stops of Hispanic motorists.

Written Warnings and Arrest were rare among all racial/ethnic groups, comprising 1 percent or less of all result of stops actions. Relative to **citation and arrest**, White motorists were cited and arrested in roughly 1 percent of stops involving White motorists (51/5459), African-American motorists were cited and arrested in roughly 2 percent of stops involving African-American motorists, and Hispanic motorists were cited and arrested in roughly 1 percent of stops involving Hispanic motorists.

Finally, specific to sole **arrests**, White motorists were arrested in roughly 1 percent of all stops involving White motorists (60/5459), African-American motorists were arrested in roughly 2 percent of all stops involving African-American motorists, and Hispanic motorists were arrested in roughly 2 percent of all stops of Hispanic motorists. Overall, arrests accounted for a very small percentage of all stops in 2019.

Comparative Analysis #3:

Evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches. Texas Code of Criminal Procedure Article 2.134(c)(1)(C)

In 2019, a total of 1,009 **searches** of motorists were conducted, or roughly 8 percent of all stops resulted in a search. Among searches within each racial/ethnic group, White motorists were searched in roughly 6 percent of all stops of White motorists (301/5459), African-American motorists were searched in roughly 11 percent of all stops of African-American motorists, and Hispanic motorists were searched in roughly 6 percent of all stops of Hispanic motorists.

Regarding searches, it should be further noted that 444 out of 1,009 searches (see Table 3), or 44 percent of all searches, were based on consent, which are regarded as discretionary as opposed to non-discretionary searches. Relative to the total number of stops (12,211), discretionary consent searches occurred in roughly 4 percent of stops.

Of the searches that occurred in 2019, and as shown in Table 3, **contraband** was discovered in 355 or roughly 35 percent of all searches (355/1009 total searches). Among the searches in

which contraband was discovered (355), roughly 86 percent of the time the contraband discovered was drugs.³

Comparative Analysis #4:

Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling. Texas Code of Criminal Procedure Article 2.134(c)(2)

In 2019, internal records indicate that the Texarkana Police Department received no complaints alleging that a peace officer employed by the agency engaged in racial profiling.

Additional Information Required to be Reported to TCOLE

Tables 2-4 provide additional information relative to motor vehicle stops in 2019 by the Texarkana Police Department. These data are required to be collected by the Texarkana Police Department under the Texas Code of Criminal Procedure Article 2.133.

³ Note on Table 3 that the number of “Description of Contraband” individual categories equals 384, which is more than the number of searches in which contraband was found (355). This discrepancy results because more than one type of contraband can be found in a single search.

Table 2: Data on Traffic Stops and Arrests

Stop Table	Frequency
Number of Stops	12211
Reason for Stop	
Violation of Law	1438
Preexisting Knowledge	125
Moving Traffic Violation	8210
Vehicle Traffic Violation	2438
Result of Stop	
Verbal Warning	1625
Written Warning	4797
Citation	5316
Written Warning and Arrest	90
Citation and Arrest	187
Arrest	196
Arrest Based On	
Violation of Penal Code	204
Violation of Traffic Law	17
Violation of City Ordinance	3
Outstanding Warrant	249

Table 3: Data on Searches Pursuant to Traffic Stops

Search Table	Frequency
Search Conducted	
Yes	1009
No	11202
Reason for Search	
Consent	444
Contraband in Plain View	14
Probable Cause	369
Inventory	75
Incident to Arrest	107
Was Contraband Discovered	
Yes	355
No	654
Description of Contraband	
Drugs	306
Currency	1
Weapons	24
Alcohol	26
Stolen Property	10
Other	17

Table 4: Additional Data on Traffic Stops

Additional Information	Frequency
Gender	
Male	6842
Female	5369
Race/Ethnicity Known Prior to Stop	
Yes	1721
No	10490
Was Physical Force Resulting in Bodily Injury Used During Stop	
Yes	76
No	12135
Approximate Location of Stop	
City Street	10165
US Highway	1282
County Road	92
State Highway	340
Private Property/Other	332

Analysis of Racial Profiling Compliance by Texarkana, Texas Police Department

The foregoing analysis shows that the Texarkana, Texas Police Department is fully in compliance with all relevant Texas laws concerning racial profiling, including the existence of a formal policy prohibiting racial profiling by its officers, officer training and educational programs, a formalized complaint process, and the collection of data in compliance with the law.

In addition to providing summary reports and analysis of the data collected by the Texarkana, Texas Police Department in 2019, this report also included an extensive presentation of some of the limitations involved in the level of data collection currently required by law and the methodological problems associated with analyzing such data for the Texarkana, Texas Police Department as well as police agencies across Texas.

Texarkana Police Department TCOLE Reporting Forms

Attachment: 2020-015 ATTH 01 Final Racial Profiling Rpt 2019 (2214 : 2020-015 RES Racial Profiling Report 2019)

Racial Profiling Report

Agency Name: Texarkana Texas Police Department

Reporting Date: January 2020

TCOLE Agency Number: 037207

Chief Administrator: Chief Kevin Schutte

Agency Contact Information: Jennifer Jones

Phone: 903-798-3118

Email: jonesjen@txkusa.org

Mailing Address: 100 N. Stateline Avenue Box #16 Texarkana, Texas 75501

By submitting, the chief administrator affirms that the agency has a policy in place in accordance with Texas Code of Criminal Procedure §2.132, and that the policy:

- (1) clearly defines acts constituting racial profiling;
- (2) strictly prohibits peace officers employed by the agency from engaging in racial profiling;
- (3) implements a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;
- (4) provides public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and email address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;
- (5) requires appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;
- (6) requires collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:
 - (A) the race or ethnicity of the individual detained;
 - (B) whether a search was conducted and, if so, whether the individual detained consented to the search;
 - (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
 - (D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;
 - (E) the location of the stop; and
 - (F) the reason for the stop; and

(7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

Executed by:

Date:

H. S. Peña 1/15/2020

Agency Racial Profiling Information

Total stops: 12211

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female: 5369

1.2 Male: 6842

2. Race or ethnicity

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 6129

2.2 Asian/Pacific Islander: 76

2.3 White: 5459

2.4 Hispanic/Latino: 505

2.5 Alaska Native/American Indian: 42

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes: 1721

3.2 No: 10490

4. Reason for stop?

CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law: 1438

4.2 Preexisting knowledge: 125

4.3 Moving traffic violation: 8210

4.4 Vehicle traffic violation: 2438

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

5.1 City street: 10165

5.2 US highway: 1282

5.3 County road: 92

5.4 State highway: 340

5.5 Private property or other: 332

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

6.1 Yes: 1009

6.2 No: 11202

7. Reason for Search?

7.1 Consent: 444

7.2 Contraband in plain view: 14

7.3 Probable cause: 369

7.4 Inventory: 75

7.5 Incident to arrest: 107

CCP 2.132(b)(6)(B), 2.133(b)(3)

CCP 2.133(b)(5)(A)

CCP 2.133(b)(5)(B)

CCP 2.133(b)(5)(C)

CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

CCP 2.133(b)(4)

8.1 Yes: 355

8.2 No: 654

9. Description of contraband

CCP 2.133(b)(4)

9.1 Drugs: 306

9.2 Currency: 1

9.3 Weapons: 24

9.4 Alcohol: 26

9.5 Stolen property: 10

9.6 Other: 17

10. Result of the stop

10.1 Verbal warning: 1625

CCP 2.133(b)(8)

10.2 Written warning: 4797

CCP 2.133(b)(8)

10.3 Citation: 5316

CCP 2.133(b)(8)

10.4 Written warning and arrest: 90

10.5 Citation and arrest: 187

10.6 Arrest: 196

CCP 2.133(b)(6)

Arrest Total (10.4, 10.5, and 10.6) = 473

11. Arrest based on

CCP 2.133(b)(6)

11.1 Violation of Penal Code: 204

11.2 Violation of Traffic Law: 17

11.3 Violation of City Ordinance: 3

11.4 Outstanding Warrant: 249

12. Was physical force resulting in bodily injury used during stop?

CCP 2.132(b)(6)(D), 2.133(b)(9)

12.1 Yes: 76

12.2 No: 12135

Appendix A

Racial Profiling Statutes and Laws

Texas Racial Profiling Statutes

Art. 3.05. RACIAL PROFILING.

In this code, "racial profiling" means a law enforcement-initiated action based on an individual's race, ethnicity, or national origin rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 2, eff. Sept. 1, 2001.

Art. 2.131. RACIAL PROFILING PROHIBITED.

A peace officer may not engage in racial profiling.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.132. LAW ENFORCEMENT POLICY ON RACIAL PROFILING.

(a) In this article:

(1) "Law enforcement agency" means an agency of the state, or of a county, municipality, or other political subdivision of the state, that employs peace officers who make motor vehicle stops in the routine performance of the officers' official duties.

(2) "Motor vehicle stop" means an occasion in which a peace officer stops a motor vehicle for an alleged violation of a law or ordinance.

(3) "Race or ethnicity" means the following categories:

- (A) Alaska native or American Indian;
- (B) Asian or Pacific Islander;
- (C) black;
- (D) white; and
- (E) Hispanic or Latino.

(b) Each law enforcement agency in this state shall adopt a detailed written policy on racial profiling. The policy must:

- (1) clearly define acts constituting racial profiling;
- (2) strictly prohibit peace officers employed by the agency from engaging in racial profiling;

(3) implement a process by which an individual may file a complaint with the agency if the individual believes that a peace officer employed by the agency has engaged in racial profiling with respect to the individual;

(4) provide public education relating to the agency's compliment and complaint process, including providing the telephone number, mailing address, and e-mail address to make a compliment or complaint with respect to each ticket, citation, or warning issued by a peace officer;

(5) require appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this article;

(6) require collection of information relating to motor vehicle stops in which a ticket, citation, or warning is issued and to arrests made as a result of those stops, including information relating to:

(A) the race or ethnicity of the individual detained;

(B) whether a search was conducted and, if so, whether the individual detained consented to the search;

(C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

(D) whether the peace officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop;

(E) the location of the stop; and

(F) the reason for the stop; and

(7) require the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

(A) the Texas Commission on Law Enforcement; and

(B) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

(c) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(d) On adoption of a policy under Subsection (b), a law enforcement agency shall examine the feasibility of installing video camera and transmitter-activated equipment in each agency law enforcement motor vehicle regularly used to make motor vehicle stops and transmitter-activated equipment in each agency law enforcement motorcycle regularly used to make motor vehicle stops. The agency also shall examine the feasibility of equipping each peace officer who regularly detains or stops motor vehicles with a body worn camera, as that term is defined by Section 1701.651, Occupations Code. If a law enforcement agency installs video or audio equipment or equips peace officers with body worn cameras as provided by this subsection, the policy adopted by the agency under Subsection (b) must include standards for reviewing video and audio documentation.

(e) A report required under Subsection (b)(7) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the collection of information as required by a policy under Subsection (b)(6).

(f) On the commencement of an investigation by a law enforcement agency of a complaint described by Subsection (b)(3) in which a video or audio recording of the occurrence on which the complaint is based was made, the agency shall promptly provide a copy of the recording to the peace officer who is the subject of the complaint on written request by the officer.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b)(7), the commission shall begin disciplinary procedures against the chief administrator.

(h) A law enforcement agency shall review the data collected under Subsection (b)(6) to identify any improvements the agency could make in its practices and policies regarding motor vehicle stops.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 25, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.05, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 173 (H.B. 3051), Sec. 1, eff. September 1, 2017.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.01, eff. September 1, 2017.

Art. 2.133. REPORTS REQUIRED FOR MOTOR VEHICLE STOPS.

(a) In this article, "race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A peace officer who stops a motor vehicle for an alleged violation of a law or ordinance shall report to the law enforcement agency that employs the officer information relating to the stop, including:

(1) a physical description of any person operating the motor vehicle who is detained as a result of the stop, including:

(A) the person's gender; and

(B) the person's race or ethnicity, as stated by the person or, if the person does not state the person's race or ethnicity, as determined by the officer to the best of the officer's ability;

(2) the initial reason for the stop;

(3) whether the officer conducted a search as a result of the stop and, if so, whether the person detained consented to the search;

(4) whether any contraband or other evidence was discovered in the course of the search and a description of the contraband or evidence;

(5) the reason for the search, including whether:

(A) any contraband or other evidence was in plain view;

(B) any probable cause or reasonable suspicion existed to perform the search; or

(C) the search was performed as a result of the towing of the motor vehicle or the arrest of any person in the motor vehicle;

(6) whether the officer made an arrest as a result of the stop or the search, including a statement of whether the arrest was based on a violation of the Penal Code, a violation of a traffic law or ordinance, or an outstanding warrant and a statement of the offense charged;

(7) the street address or approximate location of the stop;

(8) whether the officer issued a verbal or written warning or a ticket or citation as a result of the stop; and

(9) whether the officer used physical force that resulted in bodily injury, as that term is defined by Section 1.07, Penal Code, during the stop.

(c) The chief administrator of a law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, is responsible for auditing reports under Subsection (b) to ensure that the race or ethnicity of the person operating the motor vehicle is being reported.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 26, eff. September 1, 2009.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.02, eff. September 1, 2017.

Art. 2.134. COMPILATION AND ANALYSIS OF INFORMATION COLLECTED.

(a) In this article:

(1) "Motor vehicle stop" has the meaning assigned by Article 2.132(a).

(2) "Race or ethnicity" has the meaning assigned by Article 2.132(a).

(b) A law enforcement agency shall compile and analyze the information contained in each report received by the agency under Article 2.133. Not later than March 1 of each year, each law enforcement agency shall submit a report containing the incident-based data compiled during the previous calendar year to the Texas Commission on Law Enforcement and, if the law enforcement agency is a local law enforcement agency, to the governing body of each county or municipality served by the agency.

(c) A report required under Subsection (b) must be submitted by the chief administrator of the law enforcement agency, regardless of whether the administrator is elected, employed, or appointed, and must include:

(1) a comparative analysis of the information compiled under Article 2.133 to:

- (A) evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities;
- (B) examine the disposition of motor vehicle stops made by officers employed by the agency,

categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and

(C) evaluate and compare the number of searches resulting from motor vehicle stops within the applicable jurisdiction and whether contraband or other evidence was discovered in the course of those searches; and

(2) information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

(d) A report required under Subsection (b) may not include identifying information about a peace officer who makes a motor vehicle stop or about an individual who is stopped or arrested by a peace officer. This subsection does not affect the reporting of information required under Article 2.133(b)(1).

(e) The Texas Commission on Law Enforcement, in accordance with Section 1701.162, Occupations Code, shall develop guidelines for compiling and reporting information as required by this article.

(f) The data collected as a result of the reporting requirements of this article shall not constitute prima facie evidence of racial profiling.

(g) On a finding by the Texas Commission on Law Enforcement that the chief administrator of a law enforcement agency intentionally failed to submit a report required under Subsection (b), the commission shall begin disciplinary procedures against the chief administrator.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 27, eff. September 1, 2009.

Acts 2013, 83rd Leg., R.S., Ch. 93 (S.B. 686), Sec. 2.06, eff. May 18, 2013.

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.03, eff. September 1, 2017.

Art. 2.136. LIABILITY.

A peace officer is not liable for damages arising from an act relating to the collection or reporting of information as required by Article 2.133 or under a policy adopted under Article 2.132.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.137. PROVISION OF FUNDING OR EQUIPMENT.

(a) The Department of Public Safety shall adopt rules for providing funds or video and audio equipment to law enforcement agencies for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, including specifying criteria to prioritize funding or equipment provided to law enforcement agencies. The criteria may include consideration of tax effort, financial hardship, available revenue, and budget surpluses. The criteria must give priority to:

- (1) law enforcement agencies that employ peace officers whose primary duty is traffic enforcement;
- (2) smaller jurisdictions; and
- (3) municipal and county law enforcement agencies.

(b) The Department of Public Safety shall collaborate with an institution of higher education to identify law enforcement agencies that need funds or video and audio equipment for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras. The collaboration may include the use of a survey to assist in developing criteria to prioritize funding or equipment provided to law enforcement agencies.

(c) To receive funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency needs funds or video and audio equipment for that purpose.

(d) On receipt of funds or video and audio equipment from the state for the purpose of installing video and audio equipment in law enforcement motor vehicles and motorcycles or equipping peace officers with body worn cameras, the governing body of a county or municipality, in conjunction with the law enforcement agency serving the county or municipality, shall certify to the Department of Public Safety that the law enforcement agency has taken the necessary actions to use and is using video and audio equipment and body worn cameras for those purposes.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.04, eff. September 1, 2017.

Art. 2.138. RULES.

The Department of Public Safety may adopt rules to implement Articles 2.131-2.137.

Added by Acts 2001, 77th Leg., ch. 947, Sec. 1, eff. Sept. 1, 2001.

Art. 2.1385. CIVIL PENALTY.

(a) If the chief administrator of a local law enforcement agency intentionally fails to submit the incident-based data as required by Article 2.134, the agency is liable to the state for a civil penalty in an amount not to exceed \$5,000 for each violation. The attorney general may sue to collect a civil penalty under this subsection.

(b) From money appropriated to the agency for the administration of the agency, the executive director of a state law enforcement agency that intentionally fails to submit the incident-based data as required by Article 2.134 shall remit to the comptroller the amount of \$1,000 for each violation.

(c) Money collected under this article shall be deposited in the state treasury to the credit of the general revenue fund.

Added by Acts 2009, 81st Leg., R.S., Ch. 1172 (H.B. 3389), Sec. 29, eff. September 1, 2009.

Amended by:

Acts 2017, 85th Leg., R.S., Ch. 950 (S.B. 1849), Sec. 5.05, eff. September 1, 2017.

Appendix B

Texarkana, Texas Police Department Biased Based Policing and Racial Profiling Policy

Attachment: 2020-015 ATTH 01 Final Racial Profiling Rpt 2019 (2214 : 2020-015 RES Racial Profiling Report 2019)

TEXARKANA, TEXAS POLICE DEPARTMENT
GENERAL ORDERS MANUAL

<i>Effective Date</i> February 1, 2008		<i>Amended Date</i> September 1, 2017	<i>Directive</i> 2.01.1
<i>Subject</i> Biased Based Policing and Racial Profiling			
<i>Reference</i> Code of Criminal Procedure 2.131 – 2.135			
<i>Distribution</i> All Personnel City Manager City Attorney	<i>TPCA Best Practices Recognition Program Reference</i> 2.01.1 Biased Based Profiling	<i>Review Date</i> January 1, 2017	<i>Pages</i> 6

This Operations Directive is for internal use only and does not enhance an officer's civil or criminal liability in any way. It should not be construed as a creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Operations Directive, if proven, may only form the basis for a complaint by this Department, and only in a non-judicial administrative setting.

SECTION 1 PURPOSE

The purpose of this policy is to reaffirm the Department's commitment to unbiased policing in all of its encounters between officers and any person; to reinforce procedures that serve to ensure public confidence and mutual trust through the provision of services in a fair and equitable fashion; and to protect our officers from unwarranted accusations of misconduct when they act within the dictate of departmental policy and the law.

SECTION 2 POLICY

- A. It is the policy of the Department to protect the constitutional rights of all persons. Allegations of racial profiling or discriminatory practices, real or perceived, are detrimental to the relationship between police and the communities they protect and serve because they strike at the basic foundation of public trust. This trust is essential to effective community-based policing. Racial profiling is considered misuse of valuable police resources; such improper methods violate the civil rights of members of the public and may lead to increased exposure to liability for the officer and the department. This Department does not endorse, train, teach, support, or condone any type of bias, stereotyping, or racial profiling by its officers. While recognizing that most officers perform their duties in a professional, ethical, and impartial manner, this Department is committed to identifying and eliminating any instances of racial profiling.
- B. It is the policy of the Department to:
 1. Provide all people within this community fair and impartial police services consistent with constitutional and statutory mandates;
 2. Assure the highest standard of integrity and ethics among all our members;
 3. Respect the diversity and the lawful cultural practices of all people;
 4. Take positive steps to identify, prevent, and eliminate any instances of racial profiling by our members; and
 5. Continue our commitment to community based policing and problem solving, including vigorous, lawful and nondiscriminatory traffic enforcement that promotes public safety and strengthens public trust, confidence, and awareness.

TEXARKANA, TEXAS POLICE DEPARTMENT
GENERAL ORDERS MANUAL

<i>Directive</i> 2.01.1	<i>Subject</i> Biased Based Policing and Racial Profiling
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- C. It is the policy of the Department to police in a proactive manner and to aggressively investigate suspected violations of law. Officers shall actively enforce local, state and federal laws in a responsible and professional manner without regard to an individual's race, gender, age, ethnicity, ethnic background, sexual orientation, religion, economic status, cultural group, national origin or any other identifiable group. Officers are strictly prohibited from engaging in racial profiling as defined in this policy. This policy shall be applicable to all persons, whether drivers, passengers, or pedestrians.
- D. Officers shall conduct themselves in a dignified and respectful manner at all times when dealing with the public. The Department will honor the right of all persons to be treated equally and to be free from unreasonable searches and seizures.

SECTION 3 DEFINITIONS

Racial Profiling is defined as a law enforcement-initiated action based on an individual's race, gender, age, ethnicity, ethnic background, sexual orientation, religion, economic status, cultural group, national origin or any other identifiable group rather than on the individual's behavior or on information identifying the individual as having engaged in criminal activity. The term is not relevant as it pertains to witnesses, complainants, persons needing assistance, or other citizen contacts.

Examples of racial profiling include, but are not limited to, the following:

- a. Citing a driver because of the cited driver's race, ethnicity, or national origin, or
- b. Detaining the driver of a vehicle based on the determination that a person of that race, ethnicity, or national origin is unlikely to own or possess that specific make or model of vehicle.
- c. Detaining an individual based upon the determination that a person of that race, ethnicity, or national origin does not belong in a specific part of town or a specific place.

Gender Profiling is defined as a law enforcement-initiated action based on an individual's gender rather than on the individual's behavior or involvement in criminal activity.

Race or Ethnicity is defined as a particular descent and includes the following categories:

- a. Alaska native or American Indian;
- b. Asian or Pacific Islander
- c. Black
- d. White
- e. Hispanic or Latino.

Pedestrian Stop is defined as an interaction between a peace officer and an individual traveling on foot who is being detained for the purpose of a criminal investigation in which the individual is not under arrest.

Traffic Stop is defined as a vehicle stop where a peace officer stops a motor vehicle for an alleged violation of law or ordinance regulating traffic.

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<i>Directive</i> 2.01.1	<i>Subject</i> Biased Based Policing and Racial Profiling
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Probable Cause is defined as more than bare suspicion; it exists when the facts and circumstances within the officer's knowledge and of which they have reasonably trustworthy information are sufficient in themselves to warrant a person of reasonable caution to believe that an offense has been or is being committed.

Reasonable Suspicion is defined as specific, articulable facts leading a reasonable police officer to believe a crime might be occurring. Reasonable suspicion is less than probable cause, but more than a mere hunch. Reasonable grounds for suspicion depend on the circumstances in each case. There must be an objective basis for that suspicion based on facts, information, and/or intelligence.

Search is an examination or exploration of an individual's house, premises, vehicle or person to discover stolen property, contraband or other items that may be evidence of a crime.

Search incident to arrest is a full search of an arrested person and of the vicinity around him or her. The search is conducted for officer safety and to prevent the destruction of evidence.

Consent search is a search permitted by a person with apparent authority to allow the search. To be valid, consent must be voluntary and intelligent, based on a totality of circumstances. Voluntary means that the consent was not forced or coerced. Intelligent means the person giving consent must know what he or she is doing.

Frisk is defined as a limited search or patting down of a suspect's outer clothing for the purpose of officer safety. A frisk must be based on reasonable suspicion that the suspect is armed with a deadly weapon, and that if he is not searched and disarmed, harm will come to the officer or another person. A limited search or frisk of an automobile after a valid stop is permissible if the officer has reasonable suspicion the suspect is dangerous and might gain immediate control of a weapon. The search is limited to the areas in which a weapon may be placed or hidden.

Inventory is an administrative process by which items of property in an impounded vehicle are listed and secured. An inventory is not a search and should not be used as a substitute for a search. The specific objectives of an inventory are to protect the property of the defendant, to protect the police against any claim of lost property, and to protect police personnel and others from any dangerous instruments.

SECTION 4 PROCEDURES

A. COMPLAINTS

1. Any person may file a complaint with the Department if they believe they have been stopped or searched on the basis of their race, ethnicity, national origin, or gender. No person shall be discouraged, intimidated, or coerced from filing such a complaint, or discriminated against because they have filed such a complaint.
2. A complaint from a citizen regarding racial profiling may be made to any Department supervisor or, if available, to the Office of Professional Responsibility. All complaints received shall be forwarded in writing through the chain of command to the Office of the Chief of Police.
3. In addition to the written complaint, the supervisor receiving the complaint shall obtain the video recording from the officer's vehicle and cause a copy to be made onto a recordable CD or DVD disc. The supervisor shall label the video disc, indicating the unit number and date and time the disc was made. The copy of the video recording will be forwarded through the chain of command to the Office of the Chief of Police. A copy of video of all incidents in which racial or gender profiling is alleged shall be retained with the investigative file. A copy of the video shall be

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supplied to the officer within five days of the date of the complaint. The Office of Professional Responsibility shall supply the video to the officer prior to taking any statements from the officer.

4. The Department shall provide education to the public concerning the complaint process. Written information regarding how a citizen may file a complaint or issue a commendation for an officer shall be made available to the public at a variety of locations, including public meetings, Central Records and Communications, City Hall, and the Police Department's office at the Bi-State Justice Building. This information shall also be available on the Department's Internet site.

B. RACIAL PROFILING TRAINING

1. Officers are responsible to adhere to all Texas Commission on Law Enforcement (TCOLE) training and the Law Enforcement Management Institute of Texas (LEMIT) requirements as mandated by law.
2. All officers shall complete a TCOLE training and education program on racial profiling not later than the second anniversary of the date the officer is licensed under Chapter 1701 of the Texas Occupations Code, or the date the officer applies for an intermediate proficiency certificate, whichever date is earlier. At the discretion of the Chief of Police, additional diversity and sensitivity training may be required for officers with sustained racial profiling or other discrimination complaints filed against them.
3. The Chief of Police, as part of the initial training and continued education for such appointment, will be required to attend the LEMIT program on racial profiling.
4. Supervisors shall conduct periodic roll call training regarding racial profiling issues, including implementation and enforcement of this policy.

C. INTERNAL MONITORING

1. Random Reviews:

As mandated in Directive 7.36.1 Digital Mobile Video/Audio Recording Equipment, Field Supervisors shall conduct reviews of the video files recorded by officers under their supervision to:

- a. Assess performance and safety practices;
- b. Ensure compliance with departmental policy;
- c. Ensure proper use of DMVR equipment; and,
- d. Identify appropriate training video.

Supervisors shall conduct a review of video files randomly each month, ensuring that each officer is reviewed at least twice during each month. Supervisors will review one traffic stop and one other video of their choosing of each officer. As part of the review, supervisors will document the number of videos created by each officer. Each shift commander shall be responsible for ensuring the video reviews are conducted and documented. A report containing the dates each officer was reviewed and the supervisor that conducted each review shall be prepared and

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submitted to the Operations Division Secretary, who shall maintain a log of the reviews. Supervisors will have the random review done by the 15th of the following month.

2. Reviews shall occur whenever:
 - a. An officer is involved in a pursuit;
 - b. An officer is involved in a use of force recorded by the system;
 - c. A complaint is lodged against an officer; or
 - d. A supervisor articulates a reason to suspect an officer is involved in activity contrary to the mandates of the General Orders.
3. Video events which may be evidentiary in nature should be reviewed and properly documented.

D. CORRECTIVE ACTION

1. Failure to report any observed or known violations of this policy by any Department employee shall result in corrective action being taken against the employee.
2. Officers found in violation of this policy or who have a sustained racial profiling complaint shall be subject to corrective action which may include: diversity, sensitivity, or other appropriate training, informal counseling, formal counselling, written reprimand, suspension from duty with or without pay, indefinite suspension, or other appropriate action as determined by the Chief of Police.

E. MANDATED DIGITAL MOBILE VIDEO RECORDER OPERATION

Unless the delivery of emergency police services would be prevented, an officer's personal safety would be jeopardized, or police strategy is being discussed, officers will ensure the operation of the digital mobile video recorder is conducted in accordance with directive 7.36.1.

F. CITATION DATA COLLECTION AND REPORTING

1. Each officer shall be required to collect certain information relating to all traffic stops, and shall record such information on either a citation, warning citation, field interview contact, or a Data Collection Form. In cases where no enforcement action was taken or where a custody arrest was made, it shall be necessary to complete a Data Collection Form to record the information required by the racial profiling statute. In the event that a citation is issued to an individual that is ultimately arrested, the citation will record the necessary data and eliminate the need to complete a Data Collection Form.
2. The officer will document the following on the citation, written warning or Data Collection Form:
 - a. The violator's race or ethnicity;
 - b. Whether a search was conducted;
 - c. Whether the search was consensual;
 - d. Whether the race or ethnicity of driver known prior to stop;

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- e. Whether physical force was used that resulted in bodily injury;
 - f. Location of the stop;
 - g. Reason for the stop; and
 - h. Reason for arrest, if any, resulting from the stop.
3. Any paper citation issued will be forwarded to the Operations Division Secretary for review prior to sending to the court. Administration for E-Citations will be the responsibility of the Traffic Section Supervisor with assistance from the Operations Secretary.
 4. By March of each year, the Department shall submit a written report to the City Council that includes the information gathered from the traffic stops in the preceding calendar year. The report will include: (1) A breakdown of traffic stops by race and ethnicity, (2) The number of traffic stops that resulted in a search and the basis for the searches, (3) The number of searches that resulted in contraband being discovered and, if so, the type of contraband; (4) The number of stops where physical force was used that resulted in bodily injury, and (5) The number of traffic stops that resulted in custodial arrests.
 5. The Crime Analyst shall be responsible for providing a report to the Chief of Police that contains this information. The Office of Professional Responsibility shall be responsible for reviewing this report to identify any improvements that can be made in the practices and policies regarding traffic stops.

G. RESPONSIBILITY

1. All members of the Department shall know and comply with all aspects of this directive.
2. All Division Commanders and supervisory personnel are responsible for ensuring compliance with the provisions and intent of this directive.

Appendix C

Racial Profiling Laws and Corresponding Department Policies

Texas CCP Article	TEXARKANA, TEXAS POLICE DEPARTMENT Racial Profiling Policy
2.132(b)1	Section 3
2.132(b)2	Section 2 (C)
2.132(b)3	Section 4 (A)
2.132(b)4	Section 4 (A) (4)
2.132(b)5	Section 4 (D)
2.132(b)6	Section 4 (F)
2.132(b)7	Section 4 (F) (4)

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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 3/4/2020 2:33 PM

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,
Resolution No. 2020-025 authorizing the City Manager to execute Addendum
#1 to the Qualified Environmental Professional Revolving Loan Fund
Consulting Contract with Stanley Consultants increasing the total contract
amount to \$125,000 funded by an EPA Brownfields Revolving Loan Fund
Subject: Grant.

Briefing: 3/9/2020 **Public Hearing:** **Council Vote:** 3/9/2020

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas received a \$1,080,000 EPA Brownfields Revolving Loan Fund Grant in 2012 for the purpose of creating a revolving loan fund to finance low interest loans for environmental cleanup of vacant property. These low interest loans provide gap funding that is an important economic driver for downtown redevelopment.

Additionally, in 2019, the City was awarded supplemental grant funding in the amount of \$450,000 to fund additional projects and complete current projects with an overall goal to ensure the revolving loan fund remains continuously active. The grant requires contracting a Qualified Environmental Professional (QEP) to provide professional consulting services, assist with building the program, and ensure all activities meet local, state, and federal requirements.

Through a competitive bid process, the City contracted with Stanley Consultants in 2016 with a portion of the available contractual funds from the original grant with the intent of increasing the original contract contingent upon satisfactory performance. Stanley Consultants has provided quality, professional, and efficient services for our EPA Brownfields RLF Program and has been a key component to our program's success. Currently, we are in process of abatement of asbestos and lead-based paint in the Hotel Grim; and have three potential projects in the workflow.

With the quality of services provided by Stanley Consultants to date, and the importance of effectively continuing work in progress, we recommend approving this first Addendum to Contract 16-2001-11 to continue Quality Environmental Professional services with Stanley Consultants.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Not to exceed maximum allowable grant budget of \$125,000, EPA fully grant funded.

City of Texarkana, Texas

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. 2020-025 RES Addendum 1 Stanley Consultants Contract (DOC)
- b. 2020-025 ATTH 01 First Addendum (DOCX)
- c. 2020-025 Goals & Perspectives (DOCX)
- d. EXH 'A' RLF QEP 16-2001-11 (PDF)
- e. EXH 'B' Amended EPA RLF Cooperative AGr (PDF)
- f. EXH 'C' EPA Orig Grant Amount Agrmt (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	03/02/2020 3:35 PM	
Purchasing and Contracting	Kim Russ	Purchasing Review
Completed	03/03/2020 7:50 AM	
Finance Department Kristin Peeples	Finance Review	Completed 03/03/2020
8:17 AM		
City Manager Shirley Jaster	City Manager Review	Completed 03/05/2020
9:54 AM		
City Council Vicky Coopwood	Meeting	Pending 03/09/2020
6:00 PM		

Meeting History

RESOLUTION NO. 2020-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FIRST ADDENDUM TO THE QUALIFIED ENVIRONMENTAL PROFESSIONAL REVOLVING LOAN FUND CONSULTING CONTRACT UTILIZING U.S. ENVIRONMENTAL PROTECTION AGENCY GRANT BUDGET FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Manager entered into Contract Number 16-2001-11 with Stanley Consultants to serve as the Qualified Environmental Professional for the City's EPA Brownfields Revolving Loan Fund Grant; and

WHEREAS, the City received supplemental funding for the US EPA Brownfields Revolving Loan Fund Grant to complete current projects and begin new projects; and

WHEREAS, Stanley Consultants has provided a high quality of professional services and is in the process of completing a major downtown project; and

WHEREAS, City staff recommends an addendum to the original contract to continue the Qualified Environmental Professional services of Stanley Consultants.

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

SECTION 1: That the First Addendum to the Qualified Environmental Professional Contract, **ATTH 01**, is hereby approved and adopted in its entirety.

SECTION 2: That the City Manager is authorized to execute the First Addendum.

SECTION 3: That 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 **9th day of March, 2019.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

**FIRST ADDENDUM TO QUALIFIED ENVIRONMENTAL
PROFESSIONAL REVOLVING LOAN FUND CONSULTING CONTRACT**

THIS DOCUMENT IS A **1st ADDENDUM** (“1st Addendum”) made on the ____ day of _____, 2020, by and between the City of Texarkana, Texas (“City”) and Stanley Consultants, (“Contractor”), to that certain QUALIFIED ENVIRONMENTAL PROFESSIONAL REVOLVING LOAN FUND CONSULTING CONTRACT (the “Contract”) executed on September 27, 2016 for consulting services under Contract Number 16-2001-11 for the City’s United States Environmental Protection Agency (US EPA) Revolving Loan Fund (RLF) which said Contract is incorporated herein and made a part hereof by reference as if reproduced herein *in toto*.

Whereas, City and Contractor wish to add or modify certain terms of the Contract, the provisions of this 1st Addendum are hereby added to, modify and incorporated in the terms and conditions of the aforementioned Contract, as follows:

1. The first paragraph of **Section III. Compensation** shall be amended to read as follows:

“City agrees to pay invoices upon completion and acceptance of work for each assigned task, subject to the Amended Fee Schedule attached hereto (see Exhibit “D”) and the maximum allowable budget of \$125,000 (“Budget Cap” as shown on Exhibit D).”

2. Exhibit D shall be amended to the Amended Exhibit D attached hereto to reflect the change in Budget Cap and fee schedule.

All else of said Contract is to remain in full force and effect except as expressly modified herein, whether or not any term, provision, paragraph, or addendum so modified is expressly noted or otherwise recited herein for reference.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed on the date hereinabove first shown. In further witness, each party warrants and represents that each person executing this instrument shall have executed this instrument after first having been duly authorized so to do.

CITY OF TEXARKANA, TEXAS**APPROVED AS TO CONTENT**

By: _____
Shirley Jaster, City Manager

By: _____
David Orr, Director
Planning and Community Development

CONTRACTOR:**STANLEY CONSULTANTS, INC.**

By: _____

Printed Name: _____

Title: _____

2020-025 ATTH 01

AMENDED
“EXHIBIT D”
FEE SCHEDULE

Services under this contract have a Budget Cap of \$125,000.00. Fees shall be paid at the rates set forth in the Fee Schedule; however, nothing herein shall require City to expend the full Budget Cap.

Staff	Labor	Hourly Fee
Project Principal/ Senior Project Manager II	BC-21	\$271
Project Principal/ Principal Geologist/ Engineer/ Scientist	BC-20	\$254
Project Principal/ Principal Geologist/ Engineer/ Scientist	BC-19	\$243
Principal Geologist/ Engineer/ Scientist/ Project Manager	BC-18	\$229
Principal Geologist/ Engineer/ Scientist/ Project Manager	BC-17	\$216
Principal Geologist/ Engineer/ Scientist/ Consultant	BC-16	\$206
Principal Environmental Scientist/ Engineer/Consultant	BC-15	\$193
Principal Environmental Scientist/ Engineer/Consultant	BC-14	\$180
Principal Geologist/ Engineer/ Scientist/ Project Mgr. I Senior Env. Planner	BC-13	\$167
Principal Geologist/ Engineer/ Scientist/ Project Mgr. I, Senior Env. Planner	BC-12	\$158
Senior Environmental Planner/ Scientist/ Engineer/ Consultant	BC-11	\$143
Senior Environmental Planner/ Scientist/ Engineer/ Consultant	BC-10	\$130
Environmental Scientist/ Engineer	BC-09	\$119
Environmental Scientist/ EIT/ GIS (Analyst)	BC-08	\$110
Environmental Scientist/ EIT/GIS (Analyst)	BC-07	\$100
Environmental Scientist/ EIT/ GIS (Analyst)	BC-06	\$90
Administrative Assistant	BC-05	\$81
Administrative Assistant/ Intern	BC-04	\$69
Intern	BC-03	\$60

Travel	Unit	Rate
Direct expenses are paid at cost. Other travel cost paid at the following rates.		
Meals	Daily	\$55
Mileage IRS Standard Mileage Rate - Currently	Mile	0.575

Attachment: 2020-025 ATTH 01 First Addendum (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

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:

**QUALIFIED ENVIRONMENTAL PROFESSIONAL
REVOLVING LOAN FUND
CONSULTING CONTRACT**

STATE OF TEXAS
COUNTY OF BOWIE

THIS QUALIFIED ENVIRONMENTAL PROFESSIONAL CONSULTING CONTRACT (the "Agreement"), made and entered into this 27 day of September, 2016 by and between the **City of Texarkana, Texas** in the County of Bowie, State of Texas (hereinafter referred to as "CITY"), and **Stanley Consultants, Inc.** in the County of Dallas, State of Texas (hereinafter termed "Contractor"), (collectively referred to herein as the "Parties").

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the conditions expressed in this document, the Contractor hereby agrees with City to commence and complete services described as follows:

I. Scope

The Contractor agrees to perform all described Services and comply with all requirements specified in the Scope of Services (attached hereto as Exhibit "A") which was established by the Contractor's proposal (attached hereto as Exhibit "B") that was in direct response to the City's RFP document (attached hereto as Exhibit "C"), and which terms and conditions are included in this Agreement, in the total budgeted amount during the life of the current grant funds, and in this Agreement (collectively referred to herein as the "Services"). These parties intend to execute the scope of services that are bound by the terms of this Agreement and any additional services that may be requested by City in a change order, subject to agreed upon adjustment of price for any changes.

II. Term

The term of this Agreement will begin on the date this Agreement is signed by all required parties. The anticipated start date is Sept. 27, 2016 with the date of completion to be coordinated with City.

III. Compensation

City agrees to pay invoices upon completion and acceptance of work for each assigned task, subject to the Fee Schedule attached hereto (see Exhibit "D") and the maximum allowable budget of \$49,500.00 ("Budget Cap" as shown on Exhibit "D").

All invoices shall be itemized in such detail as may be required by City the amounts expended and/or costs incurred for work done, materials supplied, labor and other costs. Direct expenses will be billed at actual cost and subcontracted services and costs will be billed at actual cost plus a service charge of 10 percent. Mileage incurred will be billed at current IRS rates.

Payment shall be made by City within thirty (30) days after the invoice has been approved and accepted by City. Final payment shall be made by City after completion of all work, any requisite documents have been provided, City finds the work acceptable and completed, and the requirements of this Agreement have been fully satisfied. Nothing herein shall require City to utilize the entire budgeted amount or exceed the Budget Cap.

IV. Responsibility

Contractor shall follow the standard practices of the applicable and relevant profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations.

Contractor's review or supervision of work prepared or performed by other individuals or firms employed by the City shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

Unless modified in writing by the parties hereto, the duties of Contractor shall not be construed to exceed those services specifically set forth in the Scope of Services. The Scope of Services, this Agreement, and the exhibits attached thereto when executed by the City, shall constitute a binding agreement on both parties. Contractor shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

V. Independent Contractor

Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of City. Contractor shall obtain and maintain, at the Contractor's expense, all permits, license, or approvals that may be necessary for the performance of the Services. Contractor shall furnish copies of all such permits, licenses or approvals to City.

Contractor shall operate as an independent contractor and does not have the authority to bind City to any third person or otherwise act in any way as the representative of City, unless otherwise expressly agreed to in writing signed by both parties. Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Contractor shall assume full liability for any contracts or agreements Contractor enters into on behalf of City without the express knowledge and prior written consent of City.

VI. Ownership of Documents

Upon Contractor's completion of services and receipt of payment in full, Contractor shall grant to City an exclusive license to use the drawings, instruments and data produced in connection with Contractor's performance of the work under this Agreement. Said drawings, instruments and data may be copied, duplicated, reproduced, used and disclosed by City for any purposes City deems appropriate in connection with the work under this Agreement. Contractor agrees to provide City with an electronic, editable copy of any work performed under this Agreement. City agrees that such documents are not intended or represented to be suitable for reuse by City or others for purposes outside the Scope of Services of this Agreement. Any reuse by City, or by those who obtain said information from City without written verification or adaptation by Contractor will be at City's sole risk and without liability or legal exposure to Contractor, Contractor sub consultants or independent associates. Contractor may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Contractor's other activities.

VII. Indemnification

Contractor agrees to indemnify City from and against liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reimbursement of reasonable attorney's fees) to the extent arising directly out of the negligent act or omission of the Contractor, its agents, subcontractors, or employees in the performance of this Agreement.

VIII. Insurance

Contractor agrees to maintain during the life of the Agreement the following minimum insurance and to meet the insurance requirements set forth in the City's RFP attached hereto:

- A. Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than \$1,000,000.00.
- B. Automobile bodily injury and property damage liability insurance with a limit of not less than \$1,000,000.00
- C. Statutory workers compensation and employers liability insurance as required by state law.
- D. Professional liability insurance in the amount of \$2,000,000.00 per claim and in the aggregate.

IX. Subcontracts

Any subcontractor utilized by the Contractor must be pre-approved by the City. If no objections are made by the City, Contractor shall be entitled to the extent determined appropriate by Contractor, to subcontract any portion of the work described in the Scope of Services; however, Contractor shall still be responsible for the performance and provision of all Services under this Agreement.

X. Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. Neither this Agreement, nor any claims, rights, obligations, or duties associated hereto shall be assigned or assignable by either Contractor or City without the prior written consent of the other party.

XI. No Third Party Beneficiaries

Nothing in the Agreement should be construed to benefit any person or entity not a signatory to the Agreement.

XII. Construction

In construing the Agreement, none of the parties shall have any term or provision, or any uncertainty or ambiguity as to any provisions, construed against such party solely by reason of such party having drafted the same.

XIII. No Liability of City Officials.

No City councilmember, officer, agent, employee, or independent contractor shall be personally responsible for any liability arising under or growing out of the Agreement.

XIV. Execution of Agreement

The Agreement shall be approved by all applicable and requisite corporate or company actions of Contractor, with a representation that the signatory on behalf of Contractor has legal authority to enter into the Agreement.

XV. Integration

The terms and conditions of this Agreement, the RFP, Contractor's proposal, the Budget, and any other exhibits attached to this Agreement ("Services") represent the entire understanding of City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both parties.

XVI. Jurisdiction and Venue

This Agreement shall be administered and interpreted under the laws of the State of Texas. Exclusive jurisdiction and venue of litigation arising from or related to the Agreement shall be in any court of competent jurisdiction in Bowie County Texas.

XVII. Termination of Work

Any other provisions of this Agreement notwithstanding, each party has the right to terminate this Agreement if the other party breaches or is in default of any obligation hereunder which default or breach is incapable of cure or which, being capable of cure, has not been cured within fifteen (15) days after receipt of written notice of such default (or such additional cure period as the non-defaulting party may authorize). In addition, if at any time after commencement of the Services, City shall, in its sole reasonable judgment, determine that such Services are inadequate, unsatisfactory, no longer needed, or substantially not conforming to the applicable standard of care or representations contained herein, City may terminate this Agreement upon thirty (30) days written notice to Contractor.

XVIII. FUNDING:

The City of Texarkana, Texas is a Home-Rule Municipal Corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which the funding is not annually approved by the City Council.

XIX. Taxes

The City of Texarkana, Texas is exempt from federal manufacturer's excise and state sales tax. Tax must not be included. Tax exemption certificates will be executed by the City and furnished upon request.

XX. Dispute resolution provisions

The initial resolution process shall require the party raising a dispute to provide written notice to the other party with sufficient detail describing the provision of the Agreement alleged to be breached, the underlying facts of the dispute, a proposed solution consistent with the terms of the Agreement, and the relief sought.

A meeting consisting of the designated representatives of the parties shall take place within thirty (30) days following receipt of the written notice to discuss the dispute.

In the event the initial resolution process results in an impasse, mandatory mediation shall be held in accordance with and governed by Texas state law. City and Contractor shall each select a disinterested representative, and the two selected representatives shall then choose a third person similarly qualified. The three persons shall comprise the "arbitration panel", with authority as provided under Chapter 171 of the Texas Civil Practice and Remedies Code, to render a binding decision on the matter in dispute. Each party shall compensate its respective panel member and also shall equally share responsibility for compensating the third panel member, with the breaching party, as determined by the arbitration panel, paying the non-breaching party's costs, expenses, attorney's fees, expert fees, and fees and costs for arbitration panel members.

XXI. Severability

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

XXII. Timeliness of Performance

Contractor agrees to perform its services with due and reasonable diligence consistent with sound professional practices

XXIII. Waiver

Any failure by Contractor or City to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Contractor or City may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

IN WITNESS HEREOF, the parties to these presents have executed this agreement in Texarkana, Bowie County, Texas in the year and day first above written.

CITY OF TEXARKANA, TEXAS (CITY)

By: John A. Whitson
John A. Whitson
City Manager, ICMA-CM

APPROVED AS TO CONTENT:

By: David Orr
David Orr, Director
Planning and Community Development

CONTRACTOR:

Stanley Consultants

By: Kyle Hunt

PRINTED NAME KYLE HUNT

TITLE: BUSINESS DEVELOPMENT MANAGER

EXHIBIT "A"**SCOPE OF SERVICE**

Assist the City of Texarkana, Texas with implementation of the EPA Brownfields Revolving Loan Fund by providing environmental program oversight. City may share responsibility in any tasks listed and does not guarantee any listed task shall be assigned solely to the Contractor.

TASK 1 PROGRAMMATIC ASSISTANCE

- 1.1 Assist the Brownfields Program manager in the coordination, direction, and oversight of the Revolving Loan Fund grant guidelines. May include:
 - 1.1.1 Provide consultation in the development, marketing and program management.
 - 1.1.2 EPA Reporting
 - 1.1.3 Provide guidance to ensure the program is managed in conformance with the U.S. EPA cooperative agreement.
 - 1.1.4 Reviewing and offering recommendations based on Phase I and II Environmental Site Assessments as well as cleanup plans.
 - 1.1.5 Ensure compliance with Federal, State, and local laws.
 - 1.1.6 Servicing loan agreements and collection of payments.
- 1.2 Communications of the findings with RLF staff and the loan committee.
- 1.3 Meet with City EPA Brownfields Revolving Loan Team to ensure successful implementation and reporting on project.

TASK 2 LOAN MANAGEMENT

- 2.1 Review each loan application.
- 2.2 Ensure compliance with EPA's cooperative agreement
- 2.3 Provide guidance to the RLF Steering Committee

TASK 3 COMMUNITY OUTREACH

- 3.1 Assist with public health communications
- 3.2 Assist with public meetings and notices
- 3.3 Review public comments related to the project objectives and scope.

TASK 4 CLEANUP OVERSIGHT

- 4.1 Provide general remediation oversight for all cleanup projects
 - Recommendations for cleanup plans
- 4.2 Review of cleanup documents and cleanup activities
- 4.3 Technical feedback
- 4.4 Assist the Brownfields Program Manager with Acres reporting and peer review.
- 4.5 Assist the Brownfields Program manager with closeout documents.

"EXHIBIT "C"**City of Texarkana
Request for Proposal****Consultant Services
Qualified Environmental Professional
To Assist in the Implementation and Management of the EPA Brownfields RLF Grant****SUBMIT BIDS TO:**

City of Texarkana
Purchasing Department
Texas City Hall, 2nd Floor
220 Texas Blvd.
Texarkana, TX 75501

SUBMIT NO LATER THAN:

August 12, 2016
2:00 PM (CST)

MARK ENVELOPE:

RFP 16-2001-11
Revolving Loan Fund
Qualified Environmental
Professional

ALL SUBMITTALS MUST BE RECEIVED IN GENERAL SERVICES BEFORE DATE AND TIME SPECIFIED. SUBMITTALS RECEIVED WILL THEN BE OPENED AND NAMES PUBLICLY READ. SUBMITTALS RECEIVED AFTER THE SPECIFIED TIME WILL BE RETURNED UNOPENED.

Inquiries regarding this proposal can be made via email at sharon.moore@txkusa.org, via telephone at 903-798-3976, via postal mail at P.O. Box 1967, Texarkana, Texas 75504, or in person at Texarkana, Texas City Hall, 220 Texas Blvd., 2nd Floor, Purchasing Dept.

INSTRUCTIONS TO OFFERORS

1. The sealed envelope or package containing the completed qualification(s) should be marked legibly on the outside with the RFP number and the description of the item(s) being proposed as shown on the cover sheet of this Request for Proposal.
2. The Offeror shall sign and date the submittal where provided within the RFP. The person signing the submittal must have the authority to bind the team in a contract. Proposal which are not signed and dated in this manner may be rejected.
3. The Offeror shall submit one (1) original and four (4) copies of qualification documents unless otherwise stated in RFP. All documents shall be received at the Purchasing Department located at City Hall, 220 Texas Blvd., 2nd Floor, Texarkana, Texas 75501, by the deadline shown on the cover sheet of this Request for Proposal. Proposal received after the deadline shall be considered void and unacceptable. The City of Texarkana is not responsible for lateness or non-delivery of mail, carrier, etc. Each submittal will be date/time stamped in the Purchasing Department when received and this will be considered to be the official time of receipt.
4. Facsimile transmittals and electronic transmittals *will not* be acceptable.
5. The City of Texarkana reserves the right to reject any or all Proposal as it shall deem to be in the best interests of the City of Texarkana. The award of this contract shall be made to the responsible Offeror, whose Proposal are determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in the RFP.
6. Submittals cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the submitter, guaranteeing authenticity.
7. A submittal may not be withdrawn or canceled by the Offeror without the permission of the City for a period of ninety (90) days following the date designated for the receipt of Proposal, and Offeror so agrees upon submittal of his Proposal.
8. The City of Texarkana is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.
9. Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Texarkana Director of Purchasing. Vendors who pick up the RFP from the Purchasing Department will be responsible for checking to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their Proposal.

10. Submittals must comply with all applicable federal, state, county and local laws concerning these types of services.
11. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
12. A prospective Offeror must demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:
 - a. have adequate financial resources, or the ability to obtain such resources as required;
 - b. be able to comply with the required or proposed delivery schedule;
 - c. have a satisfactory record of performance;
 - d. have a satisfactory record of integrity and ethics; and
 - e. be otherwise qualified and eligible to receive an award.

The City of Texarkana may request representation and other information sufficient to determine Offeror's ability to meet these minimum standards.

13. NO STATEMENT OF FEES FOR THE SUBJECT SCOPE OF WORK, EITHER HOURLY OR FIXED PROPOSAL COST, SHALL BE INCLUDED WITH THE SUBMITTAL.
14. If you consider any portion of your RFP to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

RFPs will be opened in a manner that avoids disclosure of the contents to competing offerors and keeps the RFPs secret during negotiations. All RFPs are open for public inspection after the contract is awarded, but trade secrets and confidential information in the RFPs are not open for inspection.

The City of Texarkana will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your RFP is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your RFP that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction

that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

Marking your entire RFP CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

Awards should be made approximately 4 to 6 weeks after the opening date of the Proposal. If you have any questions concerning this Request for Proposal and specifications, please contact the City of Texarkana at (903) 798-3976

1.0 INTRODUCTION:

- 1.1 The City of Texarkana, Texas is soliciting proposals from Qualified Environmental Professionals to assist with the oversight and management of the City of Texarkana, Texas EPA Brownfield Revolving Loan Fund (RLF) grant.
- 1.2 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your ability to meet the requirements, and an understanding of the City's needs.

2.0 OBJECTIVES

- 2.1 City is seeking statements of Proposal from an Independent Environmental Consultant to serve in the capacity as the Qualified Environmental Professional (QEP) to assist with the oversight and management of the City's Revolving Loan Fund (RLF) grant, serve as a reviewing authority for RLF applications, review public comments, assist with public health communications, and ensure compliance with all Federal, State, and local laws and regulations.

Prior experience in managing EPA Brownfields cleanup projects related to redevelopment of historic properties is preferred. Experience in working with federally funded projects managed by local governmental entities is also an advantage.

The QEP will serve alongside the Revolving Loan Fund Steering Committee comprised of financial lenders, an engineer, economic development professionals, a legal professional, and an accountant. The QEP will work closely with the Brownfields Program Manager, Brownfields Quality Assurance Manager and the Grant Accountant.

Capable, experienced and creative independent environmental consultants are invited to submit responses regarding their expertise, past success with similar projects, financial capabilities and other pertinent information to enable the parties to select the most qualified team.

- 2.2 Respondents are to identify and articulate their proven track records of projects similar in scope.

3.0 PROJECT SCOPE

- 3.1 Assist the Brownfields Program Manager in the coordination, direction and oversight of the Revolving Loan Fund grant guidelines. This will include but not be limited to review of all RLF Applications, EPA reporting, clients documentation to ensure state notifications and reporting requirements are met, and ensure that the program is managed in conformance with the U.S. EPA cooperative agreement and all applicable laws and regulations including, but not limited to, servicing loan agreements and collection of payments.
- 3.2 Assist in public information campaign related to the project, including but not limited to scheduling, managing, presenting, and recording public meeting, monitoring public health impact and managing public information related to the same, Reviewing and monitoring public comments related to the project objectives and scope.
- 3.3 The QEP will serve in the capacity of the City's environmental professional for purposes of administering the RLF program and cleanup activities, provide consultation in the development, marketing and program management, assist the borrower/grantees with review of environmental assessment documents and development of cleanup plans, provide technical feedback on the marketing of the RLF, assist with recommendations for funding projects, provide general remediation oversight for all cleanup projects, assist the RLF Program Staff and borrowers with all required reporting. Quarterly reports and ACRES reporting will be conducted by both the QEP and RLF Program Staff. The consultant will work with the City, TCEQ and U.S. EPA to administer these activities under the program.
- 3.5 Assist the RLF Staff to develop and maintain project files suitable for audit by the EPA, TCEQ, and outside audit entities.
- 3.7 Meet with City EPA Brownfields Revolving Loan Fund Team on a regular basis to ensure successful implementation and reporting on project.

4.0 CONTENTS OF REQUEST FOR PROPOSAL:

- A Letter of Interest addressed to the City summarizing the team's understanding of the project and a brief description of the team's strengths to perform the work successfully.
 - Cover sheet
 - Table of Contents

- The completed Request for Proposal
Response, in writing and in order, to all questions listed on page 12.

5.0 SELECTION PROCESS

- 5.1 The City reserves the right, at their sole discretion, to accept the proposal which they consider most favorable based on the selection criteria.
- 5.2 The City reserves the right to require oral presentation by senior management of the proposing firm who have the ability to fully answer all questions regarding their proposal.

6.0 SELECTION CRITERIA

The following is a guide to the criteria that will be used in evaluating Teams and Statement of Qualification:

- | | |
|------------------------------------|-------------------|
| • Qualifications of the Consultant | Maximum 30 points |
| • Experience of the Consultant | Maximum 30 points |
| • Cost | Maximum 25 points |
| • References | Maximum 15 points |

7.0 SCHEDULE OF EVENTS (subject to change)

7.1	RFP Release and Advertisement	July 28, 2016
7.2	RFP Due	August 12, 2016
7.3	Anticipated Contract Award	August 15, 2016

Owner reserves the right to modify this schedule as required.

8.0 REQUIREMENT OF CONTRACTOR UPON AWARD

- 8.1 Contractor must meet insurance requirements as outlined in Attachment 1.
- 8.2 Contractor must adhere to all General Terms and Conditions in Attachment 2.

CITY OF TEXARKANA
REQUEST FOR PROPOSAL

Candidates must complete each of the following items in order to be considered.

1. *Name and Name of Company:*

2. *Business Address:*

3. *Telephone with area code:*

Cell Telephone with area code:

Email address:

Internet URL address:

Attachment: EXH 'A' RLF QEP 16-2001-11 (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

4. TYPE OF ORGANIZATION: (CHECK ONE)

- a. SOLE PROPRIETORSHIP ()
 b. PARTNERSHIP ()
 c. CORPORATION ()
 d. JOINT VENTURE ()

5. PRINCIPALS (P) AND ASSOCIATES (A):
(WRITE "P" OR "A" FOR EACH)

	NAME	P/A	DEGREE OR CERTIFICATE	INSTITUTION
a.				
b.				
c.				

6. LIST 5 BROWNFIELDS PROJECTS WITHIN THE PAST FIVE YEARS THAT ILLUSTRATE YOUR EXPERIENCE WITH SIMILAR SCOPES OF SERVICE TO THE CITY'S. INDICATE IF PROJECT INCLUDED CLEANUP OF HISTORIC PROPERTIES.

	PROJECT	OWNER	YEAR	COST
a.				
b.				
c.				
d.				
e.				

7. REFERENCES:

(INCLUDE AT LEAST FIVE REFERENCES FROM FIVE BROWNFIELDS PROJECTS LISTED IN QUESTION 6 SIMILAR TO THE ONE FOR WHICH YOU ARE COMPETING.

	<u>NAME</u>	<u>RELATIONSHIP</u>	<u>PHONE NUMBER</u>
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____
g.	_____	_____	_____

SUBMITTED BY:

Signature: _____ Date: _____

Printed Name: _____ Title: _____

Team Name: _____ Tel #: _____

Address: _____ State: _____ Zip: _____

Respond to each of the following questions in order.

Qualifications – Maximum 30 points • Based on your current understanding of the project, what does your team see as the important issues and challenges that we will face? • How will your team approach this project? • How will you gather information about our needs and goals? • How will you establish priorities and make decisions about this project? • Provide an organizational structure for your team. • How busy is your team? • What are your lessons learned from past or similar projects that you would apply to our project? • What sets your team apart from other teams? • What do you see as the primary steps in the process to provide CITY with a plan update? • Have you ever failed to complete a project? If so, explain
Experience– Maximum 30 points • Provide professional resumes for key personnel and their responsibilities for the duration of the project. • Provide a summary of applicable past experience to show proven and demonstrated ability to successfully complete the requirements of the RFP.
Cost – Maximum 25 points • Provide hourly rate: \$ _____ • For evaluation purposes only, an estimated 100 working hours will be used to calculate a total cost estimate and distribution of points.
References – Maximum 15 points • Provide at least 5 references where you provided a similar scope of service.

ATTACHMENT 1**INSURANCE REQUIREMENTS**

Prior to the award of this contract by the City and before commencing work, the successful proposer shall be required, at his own expense, to furnish the City of Texarkana, Texas, within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. Premises/Operations
2. Products Completed Operations
3. Personal Injury

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 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. The successful proposer may maintain reasonable and customary deductibles, subject to approval by the 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, the successful proposer 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 the City of Texarkana, Texas shall be contained in the workers compensation coverage.
- (3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

- (4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 day notice prior to cancellation, non-renewal or termination of the insurance.
- (5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

- 1) A financial rating of A:VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
- 2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

- 1) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.
- 2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

CONTRACTOR SHALL:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must (see reverse) be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
 - (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

**CITY OF TEXARKANA
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Appropriate Insurance Agent

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Texarkana, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Agent (Signature)

Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone Number: _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions please contact the Director of Purchasing for the City of Texarkana at (903) 798-3976.

Attachment: EXH 'A' RLF QEP 16-2001-11 (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

ATTACHMENT 2

GENERAL TERMS AND CONDITIONS

**** PLEASE READ CAREFULLY ****

THESE GENERAL CONDITIONS APPLY TO ALL PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY PROPOSAL SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The proposal form section of the proposal packet must be completed prior to the date and time set for the proposal opening and included with the proposal packet or the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any proposal packet submitted and subsequent purchase order or contract.
3. **ERROR-QUANTITY:** Proposal price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.
4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all proposals in whole or in part and waive any minor technicality and enter into contract deemed to provide the **best value** to the City.
The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire proposal.
 - 4.1 The contract may be awarded either to the lowest responsible proposer or to the proposer who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:
 - (a) The purchase price;
 - (b) The reputation of the proposer and of the proposer's goods or services;
 - (c) The quality of the proposer's goods or services;
 - (d) The extent to which the goods or services meet the City's needs;
 - (e) The proposer's past relationship with the City;
 - (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;
 - (g) The total long-term cost to the City to acquire goods or services; and
 - (h) Any relevant criteria specifically listed in the Request for Proposal.
 - 4.2 All proposals are evaluated for compliance with specifications before the proposal price is considered. Failure to comply with the listed General Conditions may result in disqualification of proposal.
 - 4.3 In case of tie proposals, preference will be given to local proposers.
 - 4.4 Any contract made, or purchase order issued, as a result of this Request for Proposal, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Proposer agrees to comply with the Fair Labor Standard Act, Equal

Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

Responsible Proposer Criteria: The City shall consider only responsible Proposers. Responsible Proposers are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Proposer.

5. **INVOICES:** Invoices shall be submitted by the successful proposer to the City of Texarkana, Texas, Purchasing, P. O. Box 1967, Texarkana, Texas 75504
6. **PAYMENT TERMS:** Net 30 days.
7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in proposal. Tax exemption certificates will be executed by the City and furnished upon request.
8. **DELIVERY PROMISE:** Proposals must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.
9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
10. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Department.
11. **LATE PROPOSALS:** Proposal packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.
12. **ALTERING PROPOSALS:** Proposal prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.
13. **WITHDRAWAL OF PROPOSALS:** A proposal price may not be withdrawn or canceled by the proposer for a period of ninety (90) days following the date designated for the receipt of proposals without written approval of Purchasing Director, and proposer so agrees upon submittal of proposal.
14. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Texarkana, Texas.
15. **ADDENDA:** Any interpretations, corrections or changes to this proposal packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Purchasing Department. Addenda will be sent to all who are known to have received a copy of this

proposal packet. If the addenda contain changes to the "specification" or "proposal form", proposers shall acknowledge receipt of all addenda or they will be declared non-responsive.

16. **Contractor shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.
In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by City.
17. **TERMINATION:** The City of Texarkana, Texas reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful proposer fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.
18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.
19. **NO PROHIBITED INTEREST:** Proposer acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".
20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any proposal, quotation, or proposal.
21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.
22. **PROPOSAL OPENINGS:** All proposals submitted will be read at the City's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal

opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive. The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Texarkana, Texas purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law; all proposals received will be available for inspection at that time.

23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of god, or public enemy, fire, or flood.
24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the proposer is or may be required to pay.
25. **CONFLICT OF INTEREST:** The proposer shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

By signing and executing this proposal, the proposer certifies and represents to the City the proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this proposal.

26. **PERMITS:** Successful proposer is responsible for obtaining any and all City permits when job requires.
27. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75504 a Conflict of Interest Questionnaire that describes, among other things, affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/conflict_forms.htm.

28. **Disclosing "Interested Parties" to a Contract, HB1295:** A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions.
<https://www.ethics.state.tx.us/tec/1295-info.htm>

"EXHIBIT D"**FEE SCHEDULE**

Services under this contract have a Budget Cap of \$49,500.00. Fees shall be paid at the rates set forth in the Fee Schedule; however, nothing herein shall require City to expend the full Budget Cap.

Staff	Labor	Hourly Fee
	Category	(\$/hr)
Todd Knause (Principal Geologist)	BC-17	\$195
Kyle Hunt (Project Principal)	BC-17	\$195
Julie Oriano (Principal Environmental Scientist)	BC-13	\$150
Melissa Tiedmann (Senior Environmental Planner)	BC-11	\$127
Cam Conrad (GIS)	BC-09	\$108
Jonathan Sarich (Environmental Scientist)	BC-08	\$99
Laura Brandt (Environmental Scientist)	BC-06	\$82
Jimmy Wiesbrock (Environmental Scientist)	BC-06	\$82
Angie Gould (Administrative Assistant)	BC-5	\$72

Travel	Unit	Rate
Direct expenses are paid at cost. Other cost associated with travel paid at the following rates?		/UNIT
Meals	Daily	60.00
Mileage IRS Standard Mileage Rate - Currently	Mile	0.54

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	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00F62501	DATE OF AWARD 10/03/2019
		MODIFICATION NUMBER: 7	MAILING DATE 10/03/2019
		PROGRAM CODE: BF	ACH# 67020
		TYPE OF ACTION No Cost Amendment	
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: City of Texarkana 220 Texas Blvd. Texarkana, TX 75501 EIN: 75-6000689		PAYEE: City of Texarkana 220 Texas Blvd Texarkana, TX 75501	
PROJECT MANAGER Daphnea Ryan 220 Texas Blvd., 4th Floor Texarkana, TX 75501 E-Mail: dryan@txkusa.org Phone: 903-798-3934		EPA PROJECT OFFICER Camisha Scott 1201 Elm Street, Suite 500, LCRRB Dallas, TX 75270-2102 E-Mail: Scott.Camisha@epa.gov Phone: 214-665-6755	EPA GRANT SPECIALIST Lisa Kapsh Acquisition & Assistance Section, MSD-CA E-Mail: Kapsh.Lisa@epamail.epa.gov Phone: 214-665-7335
PROJECT TITLE AND EXPLANATION OF CHANGES City of Texarkana RLF This amendment is for a budget correction from the prior supplemental amendment #6. This no cost amendment is at no additional cost to the government.			
BUDGET PERIOD 10/01/2012 - 09/30/2020	PROJECT PERIOD 10/01/2012 - 09/30/2020	TOTAL BUDGET PERIOD COST \$1,620,000.00	TOTAL PROJECT PERIOD COST \$1,620,000.00
NOTICE OF AWARD			
Based on your Application dated 09/13/2019 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$0. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,350,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Acquisition and Assistance Section 1201 Elm Street, Suite 500 Dallas, TX 75270-2102		ORGANIZATION / ADDRESS U.S. EPA, Region 6 Land, Chemical, and Redevelopment Division 1201 Elm Street, Suite 500 Dallas, TX 75270-2102	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Lisa Kapsh - Grant Management Specialist			DATE 10/03/2019

Attachment: EXH 'B' Amended EPA RLF Cooperative Agr (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

EPA Funding Information

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FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 1,350,000	\$ 0	\$ 1,350,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 270,000	\$	\$ 270,000
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,620,000	\$ 0	\$ 1,620,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose Assessment Revolving Loan Fund and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(3)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation

Attachment: EXH 'B' Amended EPA RLF Cooperative Agr (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$117,525
2. Fringe Benefits	\$45,650
3. Travel	\$22,395
4. Equipment	\$0
5. Supplies	\$3,370
6. Contractual	\$154,060
7. Construction	\$0
8. Other	\$1,277,000
9. Total Direct Charges	\$1,620,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>16.67</u> % Federal <u>83.33</u> %.)	\$1,620,000
12. Total Approved Assistance Amount	\$1,350,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$0
15. Total EPA Amount Awarded To Date	\$1,350,000

Administrative Conditions

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE BASIC ASSISTANCE AGREEMENT, INCLUDING PRIOR AMENDMENTS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Attachment: EXH 'B' Amended EPA RLF Cooperative AGr (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

Administrative Conditions

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE BASIC ASSISTANCE AGREEMENT, INCLUDING PRIOR AMENDMENTS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

General Terms and Conditions

The General Terms and Conditions of this agreement are updated in accordance with the link below. However, these updated conditions apply solely to the funds added with this amendment and any previously awarded funds not yet disbursed by the recipient as of the award date of this amendment. The General Terms and Conditions cited in the original award or prior funded amendments remain in effect for funds disbursed by the recipient prior to the award date of this amendment.

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are binding for disbursements and are in addition to or modify the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): LVFC-grants@epa.gov and [R6 EPA Grants Programs@epa.gov](mailto:R6_EPA_Grants_Programs@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): [R6 EPA Grants Programs@epa.gov](mailto:R6_EPA_Grants_Programs@epa.gov)
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Kapsh.Lisa@epa.gov, [Grant Management Specialist, 214-665-7335](mailto:Grant.Management.Specialist,214-665-7335), Scott.Camisha@epa.gov, [Project Officer, 214-665-6755](mailto:Project.Officer,214-665-6755) and [R6 EPA Grants Programs@epa.gov \(Region 6 Mailbox\)](mailto:R6_EPA_Grants_Programs@epa.gov)
- Payment requests (if applicable): Kapsh.Lisa@epa.gov, [Grant Management Specialist, 214-665-7335](mailto:Grant.Management.Specialist,214-665-7335), Scott.Camisha@epa.gov, [Project Officer, 214-665-6755](mailto:Project.Officer,214-665-6755) and [R6 EPA Grants Programs@epa.gov \(Region 6 Mailbox\)](mailto:R6_EPA_Grants_Programs@epa.gov)
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Scott.Camisha@epa.gov, [Project Officer, 214-665-6755](mailto:Project.Officer,214-665-6755)

B. EXTENSION OF PROJECT/BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with or prior to submitting the no-cost time extension request.

C. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE)

Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box titled "annual" and the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if the recipient believes this award does not meet these conditions, it must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Regional or Headquarters point of contact defined in the correspondence condition, if applicable.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements as described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the [Texas Commission on Environmental Quality](#) as follows:

MBE: CONSTRUCTION 7.34%; SUPPLIES 19.37%; SERVICES 12.98%; EQUIPMENT 19.57%
WBE: CONSTRUCTION 10.60%; SUPPLIES 14.15%; SERVICES 23.70%; EQUIPMENT 19.64%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as [Texas Commission on Environmental Quality](#).

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

Objective/Goals of Loan Recipients

As a recipient of an EPA financial assistance agreement to capitalize revolving loan funds, the recipient agrees to either apply its own fair share objectives negotiated with EPA to identified loans using a substantially similar relevant geographic market, or negotiate separate fair share objectives with its identified loan recipients. These separate objectives/goals must be based on demonstrable evidence of the availability of MBEs and WBEs in accordance with 40 CFR, Part 33, Subpart D.

The recipient agrees that if procurements will occur over more than one year, the recipient may choose to apply the fair share objective in place either for the year in which the identified loan is awarded or for the year in which the procurement action occurs. The recipient must specify this choice in the financial assistance agreement, or incorporate it by reference therein.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving

loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

Programmatic Conditions

FY19 Revolving Loan Fund (RLF) Cooperative Agreement Terms and Conditions

Please note that these Terms and Conditions (T&Cs) apply to Brownfields RLF capitalization cooperative agreements awarded under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) § 104(k), agreements that transitioned to § 104(k), or agreements which have been amended after 12/24/14.

These T&Cs do not apply to pre-FY 2003 agreements subject to CERCLA § 104(d).

I. GENERAL FEDERAL REQUIREMENTS

Note: For the purposes of complying with certain provisions of the Uniform Grant Guidance (UGG), 2 CFR Part 200, loans made by RLF recipients are subawards as that term is defined at 2 CFR § 200.92. The term subaward also encompasses “grants” made by the RLF recipient under CERCLA § 104(k)(3)(B)(ii). The UGG requirements for subawards in the form of loans and subawards in the form of grants are different. For clarity, these T&Cs refer to “loans” to describe subawards that generate program income from repayments of principal, interest charges and loan processing fees paid by “borrowers”. The T&Cs refer to “subgrants” to describe subawards the RLF recipient provides to an eligible entity or nonprofit organization (“subgrantees”) under terms that do not require repayment.

A. Federal Policy and Guidance

1. Cooperative Agreement Recipients: By awarding this cooperative agreement, the Environmental Protection Agency (EPA) has approved the proposal for the Cooperative Agreement Recipient (CAR).
2. In implementing this agreement, the CAR shall comply with and require that work done by borrowers and subgrantees with cooperative agreement funds comply with the requirements of CERCLA § 104(k). The CAR shall also ensure that cleanup activities supported with cooperative agreement funding comply with all applicable federal and state laws and regulations. The CAR must ensure cleanups are protective of human health and the environment.
3. The CAR must consider whether it is required to have borrowers or subgrantees conduct cleanups through a State or Tribal response program. If the CAR chooses not to require borrowers and subgrantees to participate in a State or Tribal response program, then the CAR is required to consult with the EPA Project Officer on each loan or subgrant to ensure the proposed cleanup is protective of human health and the environment.
4. A term and condition or other legally binding provision shall be included in all agreements entered into with the funds awarded under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that the CAR complies with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Part 200.
5. The CAR must comply with federal cross-cutting requirements. These requirements include, but are not limited to, DBE requirements found at 40 CFR Part 33; OSHA Worker Health & Safety Standard 29 CFR § 1910.120; Uniform Relocation Act (40 USC § 61); National Historic Preservation Act (16 USC § 470); Endangered Species Act (P.L. 93-205); Permits required by Section 404 of the Clean Water Act; Executive Order 11246, Equal Employment Opportunity, and implementing regulations at 41 CFR § 60-4; Contract Work Hours and Safety Standards Act, as amended (40 USC §§ 327-333);

the Anti-Kickback Act (40 USC § 276c); and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250.

6. The CAR must comply with Davis-Bacon Act prevailing wage requirements and associated U.S. Department of Labor (DOL) regulations for all construction, alteration, and repair contracts and subcontracts awarded with funds provided under this agreement by operation of CERCLA § 104(g). For more detailed information on complying with Davis-Bacon please see the Davis-Bacon Addendum to these terms and conditions.

II. SITE/BORROWER/SUBGRANTEE ELIGIBILITY REQUIREMENTS

A. Brownfield Site Eligibility

1. The CAR must provide information to the EPA Project Officer about site-specific work prior to incurring any costs under this cooperative agreement for sites that have not already been approved pre-approved in the CAR's workplan by EPA. The information that must be provided includes whether the site meets the definition of a brownfield site as defined in § 101(39) of CERCLA and whether the CAR is the potentially responsible party under CERCLA § 107 is exempt from CERCLA liability or has defenses to CERCLA liability.
2. If the site is excluded from the general definition of a brownfield site but is eligible for a property-specific funding determination, then the CAR may request a property-specific funding determination from the EPA Project Officer. In its request, the CAR must provide information sufficient for EPA to make a property-specific funding determination on how financial assistance will protect human health and the environment, and either promote economic development or enable the creation of, preservation of, or addition to parks, greenways, undeveloped property, other recreational property, or other property used for nonprofit purposes. The CAR must not incur costs for cleaning up sites requiring a property-specific funding determination by EPA until the EPA Project Officer has advised the CAR that EPA has determined that the property is eligible.
3. Brownfield Sites Contaminated with Petroleum
 - a. For any petroleum-contaminated brownfield site that is not included in the CAR's EPA-approved workplan, the CAR shall provide sufficient documentation to EPA prior to incurring costs under this cooperative agreement which documents that:
 - i. the State determines there is "no viable responsible party" for the site;
 - ii. the State determines that the person assessing, investigating, or cleaning up the site is a person who is not potentially liable for cleaning up the site; and
 - iii. the site is not subject to any order issued under Section 9003(h) of the Solid Waste Disposal Act.

This documentation must be prepared by the CAR or the State, following contact and discussion with the appropriate state petroleum program official. Please contact the EPA Project Officer for additional information.

- b. Documentation must include:
 - i. the identity of the State program official contacted;
 - ii. the State official's telephone number;
 - iii. the date of the contact; and
 - iv. a summary of the discussion relating to the State's determination that there is no viable responsible party and that the person assessing, investigating, or cleaning up the

site is not potentially liable for cleaning up the site.

Other documentation provided by a State to the recipient relevant to any of the determinations by the State must also be provided to the EPA Project Officer.

- c. If the State chooses not to make the determinations described in Section II.A.3. above, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the requisite determinations.
- d. EPA will make all determinations on the eligibility of petroleum-contaminated brownfield sites located on tribal lands (i.e., reservation lands or lands otherwise in Indian country, as defined at 18 U.S.C. § 1151). Before incurring costs for these sites, the CAR must contact the EPA Project Officer and provide the information necessary for EPA to make the determinations described in Section II.A.3.b. above.

B. Borrower and Subgrantee Eligibility

1. The CAR may only provide cleanup subgrants to an eligible entity or nonprofit organization to clean up sites owned by the eligible entity or nonprofit organization at the time of the award of the subgrant. Eligible subgrantee include eligible entities as defined under CERCLA § 104(k)(1), which includes nonprofit organizations exempt from taxation under Section 501(c)(3) of the Internal Revenue Code, and other nonprofit organizations as defined at 2 CFR § 200.70. Nonprofit institutions of higher education as defined at 2 CFR § 200.55 are also eligible for cleanup subgrants. Nonprofit organizations described in Section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act of 1995 are not eligible for subgrants.
2. The CAR may provide loans to an eligible entity, a site owner, a site developer, or another person without regard to whether the borrower is a for-profit organization. Borrowers do not have to own the property throughout the term of the loan unless ownership is required for the purpose of securing collateral or the CAR otherwise determines that borrower site ownership is necessary.
3. The subgrantee must retain ownership of the site throughout the period of performance of the subgrant and must consult with the EPA Project Officer prior to transferring title or otherwise conveying the real property comprising the site. For the purposes of this agreement, the term "owns" means fee simple title unless EPA Project Officer approves a different ownership arrangement.
4. The CAR may not provide a subgrant to itself or another component of its own unit of government or organization.
5. The CAR may discount loans, also referred to as the practice of forgiving a portion of loan principal. For an individual loan, the amount of principal discounted may be any percentage of the total loan amount up to 30%, provided that the total amount of the principal forgiven for that loan shall not exceed \$200,000. Eligible entities and nonprofit organizations described in Section II.B.1. are eligible for discounted loans. **Private, for-profit entities are not eligible for discounted loans.**
6. The CAR shall not loan or subgrant funds that will be used to pay for cleanup activities at a site for which a borrower or subgrantee is potentially liable under CERCLA § 107. The CAR may rely on its own investigation which can include an opinion from the borrower's or subgrantee's counsel. However, the CAR must advise the borrower or subgrantee that the investigation and/or opinion of its subgrantee counsel is not binding on the Federal Government.
7. For approved eligible petroleum-contaminated brownfield sites, the borrower or subgrantee cleaning up the site must not be potentially liable for cleaning up the site. For brownfield grant purposes, an entity generally will not be considered potentially liable for petroleum contamination if it has not dispensed or disposed of petroleum or petroleum-product at the site, has not exacerbated the contamination at the site, and taken reasonable steps with regard to the contamination at the site.

8. The CAR shall maintain sufficient documentation supporting and demonstrating the eligibility of the sites, borrowers, and subgrantees.
9. A borrower or subgrantee must submit information regarding its overall environmental compliance history including any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant. The CAR, in consultation with EPA, must consider this history in its analysis of the borrower or subgrantee as a cleanup and business risk.
10. An entity that is currently suspended, debarred, or otherwise declared ineligible cannot be a borrower or subgrantee.

C. Obligations for CARs, Borrowers, or Subgrantees

1. CARs, borrowers, or subgrantees who are eligible, or seek to become eligible, to receive a loan or subaward must provide information indicating that cooperative agreement funds will not be used to pay for a response cost at a site for which the CAR, borrower, or subgrantee is potentially liable under CERCLA § 107. The CAR, borrower, or subgrantee must demonstrate that it meets the requirements for one of the Landowner Liability Protections as either a Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner (CPO), or Innocent Landowner (ILO). These requirements include certain threshold criteria and continuing obligations that must be met in order for the CAR, borrower, or subgrantee to maintain its eligible status. If the CAR, borrower, or subgrantee fails to meet these obligations, EPA may disallow the costs incurred under this cooperative agreement for cleaning up the site under CERCLA § 104(k)(8)(C). The Landowner Liability Protection requirements include:

- a. Performing “all appropriate inquiries” into the previous ownership and uses of the property before acquiring the property.
- b. Not being potentially liable or affiliated with any other person who is potentially liable for response costs at the site through: any direct or indirect familial relationship, any contractual, corporate, or financial relationships, or through the result of a A reorganized business entity that was potentially liable.

While not necessary to obtain ILO protection, the CAR, borrower, or subgrantee must still establish by a preponderance of the evidence that the act or omission that caused the release or threat of release of hazardous substances and any resulting damages were caused by a third party with whom the person does not have an employment, agency, or contractual relationship.

- c. Demonstrate that no disposal of hazardous substances occurred at the facility after acquisition by the landowner (does not specifically apply for the CPO protection).
- d. Taking “reasonable steps” with respect to hazardous substance releases by stopping any continuing releases, preventing any threatened future releases, and preventing or limiting human, environmental, or natural resource exposure to any previously released hazardous substance.
- e. Complying with any land use restrictions established or relied on in connection with the response action at the site and not impeding the effectiveness or integrity of institutional controls employed in connection with the response action.
- f. Providing full cooperation, assistance, and access to persons that are authorized to conduct response actions or natural resource restoration at the site from which there has been a release or threatened release.

- g. Complying with information requests and administrative subpoenas (does not specifically apply for the ILO protection).
- h. Providing all legally required notices with respect to the discovery or release of any hazardous substances at the site (does not specifically apply for the ILO protection).

Notwithstanding the CAR's, borrower's, and subgrantee's continuing obligations under this agreement, the CAR, borrower, and subgrantee are subject to the applicable liability provisions of CERCLA governing its status as a BFPP, CPO, or ILO. CERCLA requires additional obligations to maintain liability protection. These obligations are found at §§ 101(35), 101(40), 107(b), 107(q) and 107(r).

CARs, borrowers, and subgrantees that are exempt from CERCLA liability or do not have to meet the requirements for asserting an affirmative defense to CERCLA liability must also comply with continuing obligation items c.-h.

III. GENERAL COOPERATIVE AGREEMENT ADMINISTRATIVE REQUIREMENTS

A. Sufficient Progress

1. This condition supplements the requirements of the Sufficient Progress Condition in the General Terms and Conditions. If after 2 years from the date of award, EPA determines that the CAR has not made sufficient progress in implementing its cooperative agreement, the CAR must implement a corrective action plan concurred on by the EPA Project Officer and approved by the Award Official or Grants Management Officer. Alternatively, EPA may terminate this agreement under 2 CFR § 200.339. for material non-compliance with its terms, or with the consent of the CAR as provided at 2 CFR § 200.339, depending on the circumstances. Sufficient progress is indicated by the CAR having made a loan(s) and/or grant (s), but may also be demonstrated by a combination of all the following: hiring of all key personnel, the establishment and advertisement of the RLF, the development of one or more potential loans/subgrants, or other documented activities that demonstrate to EPA's satisfaction that the CAR will successfully perform the cooperative agreement.

B. Substantial Involvement

1. EPA may be substantially involved in overseeing and monitoring this cooperative agreement.
 - a. Substantial involvement by EPA generally includes administrative activities by the EPA Project Officer such as monitoring, reviewing, and approving of procedures for borrower and subgrantee selection, reviewing of project phases, and approving substantive terms included in professional services contracts. EPA will not direct or recommend that the CAR enter into a loan, subgrant, or contract with a particular entity.
 - b. Substantial EPA involvement includes brownfield property-specific funding determinations. described in [Section II.A.](#) The CAR may request technical assistance from EPA to determine if sites qualify as brownfield sites and to determine whether the statutory prohibition found in CERCLA § 104(k)(5)(B)(i)(IV) applies. This prohibition does not allow a CAR, borrower, or subgrantee to use cooperative agreement funds to clean up a site if the CAR, borrower, or subgrantee is potentially liable under §107 of CERCLA.
 - c. Substantial EPA involvement may include reviewing financial and environmental status reports and monitoring all reporting, record-keeping, and other program requirements.
 - d. Substantial EPA involvement may include the review of the substantive terms of RLF loans and cleanup subgrants.
 - e. EPA may waive any of the provisions in [Section III.B.1.](#), with the exception of

property-specific funding determinations, at its own initiative or upon request by the CAR. The EPA Project Officer will provide waivers in writing.

2. Effects of EPA's substantial involvement include:
 - a. EPA's review of any project phase, document, or cost incurred under this cooperative agreement will not have any effect upon CERCLA § 128 *Eligible Response Site* determinations or rights, authorities, and actions under CERCLA or any federal statute.
 - b. The CAR remains responsible for ensuring that all cleanups are protective of human health and the environment and comply with all applicable federal and state laws. If changes to the expected cleanup become necessary based on public comment or other reasons, the CAR must consult with the EPA Project Officer and the State.
 - c. The CAR remains responsible for ensuring costs are allowable under 2 CFR Part 200, Subpart E.

C. Cooperative Agreement Recipient Roles and Responsibilities

1. The CAR is responsible for establishing an RLF team that will implement the program and assign a Program Manager for coordinating the team's activities as outlined below.
2. The CAR must acquire the services of a Qualified Environmental Professional(s) as defined in 40 CFR § 312.10 to coordinate, direct, and oversee the brownfield site cleanup activities at a given site, if it does not have such a professional on staff.
3. The CAR shall act as or appoint a qualified "fund manager" to carry out responsibilities that relate to financial management of the loan and/or subgrant program. However, the CAR remains accountable to EPA for the proper expenditure of cooperative agreement funds. Any funding arrangements between the CAR and the fund manager must be consistent with 2 CFR Parts 200 and 1500 and [EPA's Subaward Policy](#). Additional information is available in EPA's [Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements](#).
4. The CAR shall appoint appropriate legal counsel if counsel is not already available. Counsel must review all loan/subgrant agreements prior to execution unless the EPA Project Officer waives this requirement.
5. The CAR is responsible for ensuring that borrowers and subgrantees comply with the terms of their agreements with the CAR, and that agreements between the CAR and borrowers and subgrantees are consistent with the terms and conditions of this agreement.
6. When the CAR makes loans and subgrants under this agreement, they become a pass-through entity for the purposes of the subrecipient oversight and management requirements of [2 CFR §§ 200.330 through 200.332](#). Requirements for oversight and management of subgrantees are supplemented in EPA's National Term and Condition for Subawards which is included in the General Terms and Conditions of this Cooperative Agreement.
7. The following requirements apply when a pass-through entity makes loans. These requirements apply to loans and borrowers in lieu of those specified in EPA's National Term and Condition for Subawards.
 - a. Pass-through entities must establish and follow a system that ensures all loan agreements are in writing and contain all of the elements required by [2 CFR § 200.331\(a\)](#) with the exception of the indirect cost provision of 2 CFR § 200.331(a)(4). EPA has developed a template for subaward agreements that is available in [Appendix D of EPA's Subaward Policy](#) which may also be used for loan agreements.
 - b. Borrowers must comply with the internal control requirements specified at [2 CFR § 200.303](#) and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*.

The pass-through entity must include a condition in all loans that requires borrowers to comply with this requirement. No other provisions of the Uniform Grant Guidance, including the Procurement Standards, apply directly to borrowers.

- c. Prior to making loans, the pass-through entity must ensure that each borrower has a "unique entity identifier." This identifier is required for registering in the [System for Award Management](#) (SAM) and by [2 CFR Part 25](#) and [2 CFR § 200.331\(a\)\(1\)](#). The unique entity identifier currently is the subgrantee's Data Universal Numbering System (DUNS) number. Information on obtaining a DUNS number and registering in SAM is available in the General Condition of the pass-through entity's agreement with EPA entitled "*Central Contractor Registration/System for Award Management and Universal Identifier Requirements*" T&C of the pass-through entity's agreement with EPA.
- d. The pass-through entity must ensure that the terms of all loan agreements and subgrants require that borrowers and subgrantees comply with [2 CFR Part 170, Reporting Subaward and Executive Compensation](#) under Federal Funding Accountability and Transparency Act (FFATA) set forth in the General Condition of the pass-through entity's agreement with EPA entitled "*Reporting Subawards and Executive Compensation*."
- e. In addition to other prudent lending practices described, in [Section VI](#), pass-through entities must establish and follow a system for evaluating borrowers risks of noncompliance with federal statutes, regulations, and the terms and conditions of the loan agreement as required by [2 CFR § 200.331\(b\)](#) and document the evaluation. Risk factors may include:
 - i. Prior experience with same or similar loans;
 - ii. Results of previous audits;
 - iii. Whether the borrower has new or substantially changed personnel or systems; and
 - iv. Extent and results, if any, of federal awarding agency or the pass-through entity's monitoring of the borrower.
- f. Pass-through entities must establish and follow a process for deciding whether to impose additional requirements on borrowers based on risk factors as required by [2 CFR § 200.331\(c\)](#). Examples of additional requirements authorized by [2 CFR § 200.207](#) include:
 - a. Only disbursing funds to the borrower under the "actual expense" method after obtaining detailed cost accounting records;
 - b. Withholding authority to proceed to the next phase of the loan funded project until receipt of evidence of acceptable performance within a given period of performance;
 - c. Requiring additional, more detailed financial reports;
 - d. Requiring additional project monitoring;
 - e. Requiring the borrower to obtain technical or management assistance; and
 - f. Establishing additional prior approvals.
- g. Pass-through entities must establish and follow a system for monitoring borrower performance that includes the elements required by [2 CFR § 200.331\(d\)](#) and report the results of the monitoring in performance reports as provided in the reporting terms and conditions of this agreement.
- h. Pass-through entities must establish and follow written procedures under [2 CFR § 200.302\(b\)\(7\)](#) for determining that loan costs are allowable in accordance with [2 CFR Part 200, Subpart E](#) and the terms and conditions of this award. These procedures may provide for allowability determinations on a pre-award basis, through ongoing monitoring of costs that

borrowers incur, or a combination of both approaches provided the pass-through entity documents its determinations.

- i. Pass-through entities must establish and maintain a system under [2 CFR § 200.331\(d\)\(3\)](#) and [2 CFR § 200.521\(c\)](#) for issuing management decisions for Federal or Single Audits of loans that make findings relating to this award. However, the CAR remains accountable to EPA for ensuring that unallowable loan costs initially paid by EPA are reimbursed or mitigated through offset with allowable costs whether the recipient recovers those costs from the borrower or not.

By accepting this award, the CAR is certifying that it either has systems in place to comply with the requirements described in items in [Section III.C.](#) or will refrain from making loans until the systems are designed and implemented.

8. As the pass-through entity, the CAR must report to EPA on its borrower and subgrantee monitoring activities under [2 CFR § 200.331\(d\)](#), including the following information as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports;
 - b. Summaries of findings from site visits and/or desk reviews to ensure effective borrower or subgrantee performance;
 - c. Environmental results the borrower or subgrantee achieved;
 - d. Summaries of audit findings and related pass-through entity management decisions, if any; and
 - e. Actions the pass-through entity has taken to correct any deficiencies such as those specified at [2 CFR § 200.331\(e\)](#), [2 CFR § 200.207](#) and the [2 CFR § 200.338, Remedies for Noncompliance](#).
9. Cybersecurity – The recipient agrees that when collecting and managing environmental data under this cooperative agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - a. EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement are secure. For purposes of this section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days and work with the designated Regional/ Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.
 - b. The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in Cybersecurity Section a. above if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under [2 CFR § 200.331\(d\)](#), by inquiring

whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

10. All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

D. Quarterly Progress Reports

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328, *Monitoring and Reporting Program Performance*), the CAR agrees to submit quarterly progress reports to the EPA Project Officer within 30 days after each reporting period. The reporting periods are October 1 – December 31 (1st quarter); January 1 – March 31 (2nd quarter); April 1 – June 30 (3rd quarter); and July 1 – September 30 (4th quarter).

These reports shall cover work status, work progress, difficulties encountered, preliminary data results and a statement of activity anticipated during the subsequent reporting period, including a description of equipment, techniques, and materials to be used or evaluated. A discussion of expenditures and financial status for each workplan task, along with a comparison of the percentage of the project completed to the project schedule and an explanation of significant discrepancies shall be included in the report. The report shall also include any changes of key personnel concerned with the project.

2. The CAR must submit progress reports on a quarterly basis to the EPA Project Officer. Quarterly progress reports must include:
 - a. A summary that clearly differentiates between activities completed with EPA funds provided under the Brownfield RLF cooperative agreement, including the required cost share, and related activities completed with other sources of leveraged funding.
 - b. A summary and status of approved activities performed during the reporting quarter; a summary of the performance outputs/outcomes achieved during the reporting quarter; and a description of problems encountered during the reporting quarter that may affect the project schedule.
 - c. An update on project schedules and milestones, including an explanation of any discrepancies from the EPA-approved workplan.
 - d. A list of the loans and/or subgrants during the reporting quarter.
 - e. A budget recap summary table with the following information: current approved project budget; EPA funds drawn down during the reporting quarter; costs drawn down to date (cumulative expenditures); cost share contributions; program income generated and used; and total remaining funds. The CAR should include an explanation of any discrepancies in the budget from the EPA-approved workplan, of cost overruns or high unit costs, and other pertinent information.

Note: Each property where cleanup activities were performed and/or completed must have its corresponding information updated in ACRES (or via the Property Profile Form with prior approval from the EPA Project Officer) prior to submitting the quarterly progress report (see [Section III.E](#), below).

3. For the loans executed by the CAR under this agreement, the CAR must also report on the following items as part of the CAR's quarterly performance reporting:
 - a. Summaries of results of reviews of financial and programmatic reports.
 - b. Environmental results achieved by the borrower.

4. The CAR must maintain records that will enable it to report to EPA on the amount of funds (direct EPA funding and program income) disbursed by the CAR to clean up specific properties under this cooperative agreement.
5. In accordance with 2 CFR § 200.328(d)(1) the CAR agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

E. Property Profile Submission

1. The CAR must report on interim progress (i.e., loan signed, clean up started) and any final accomplishments (i.e., clean up completed, contaminants removed, institutional controls, engineering controls) by completing and submitting relevant portions of the Property Profile Form using the Assessment, Cleanup and Redevelopment Exchange System (ACRES). The CAR must enter the data in ACRES as soon as the interim action or final accomplishment has occurred, or within 30 days after the end of each reporting quarter. The CAR must enter any new data into ACRES prior to submitting the quarterly progress report to the EPA Project Officer. The CAR must utilize the ACRES system unless approval is obtained from the EPA Project Officer to utilize the Property Profile Form.

F. Final Technical Cooperative Agreement Report with Environmental Results

1. In accordance with EPA regulations 2 CFR Parts 200 and 1500 (specifically, § 200.328 *Monitoring and Reporting Program Performance*), the CAR agrees to submit to the EPA Project Officer within 90 days after the expiration or termination of the approved project period a final technical report on the cooperative agreement and at least one reproducible copy suitable for printing. The final technical report shall document project activities over the entire project period and shall include brief information on each of the following areas:
 - a. a comparison of actual accomplishments with the anticipated outputs/outcomes specified in the EPA-approved workplan;
 - b. reasons why anticipated outputs/outcomes were not met; and
 - c. other pertinent information, including when appropriate, analysis and explanation of cost overruns or high unit costs.

The CAR agrees that it will notify EPA of problems, delays, or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the EPA-approved workplan.

IV. FINANCIAL ADMINISTRATION REQUIREMENTS

A. Cost Share Requirement

1. CERCLA § 104(k)(10)(B)(iii) requires the recipient of this cooperative agreement to pay a cost share (which may be in the form of a contribution of money, labor, material, or services from a non-federal source unless a Federal statute provides otherwise) of at least 20% (i.e., 20% of the total federal funds awarded, which equates to 16.67% of total project costs as shown in the budget table of this agreement). The cost share contribution must be for costs that are eligible and allowable under the cooperative agreement, be supported by adequate documentation, and otherwise comply with 2 CFR § 200.306. The recipient may use allowable administrative costs borne by the recipient or a third party to meet its cost share obligation, including indirect costs, subject to the 5% limit on administrative costs described in the Administrative Cost clause in Section IV. Administrative costs, whether paid for by EPA or used as cost share (or a combination of both), may not exceed the 5% limit.

B. Eligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees

1. To the extent allowable under the EPA-approved workplan, the CAR may use cooperative agreement

funds to capitalize a revolving loan fund to be used for loans or subgrants for cleanup and for eligible programmatic expenses. Eligible programmatic expenses may include activities described in [Section V](#) of these Terms and Conditions. In addition, eligible programmatic expenses may include:

- a. Determining whether RLF cleanup activities at a particular site are authorized by CERCLA § 104(k).
 - b. Ensuring that an RLF cleanup complies with applicable requirements under federal and state laws, as required by CERCLA § 104(k).
 - c. Limited site characterization to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed.
 - d. Preparing and updating an Analysis of Brownfield Cleanup Alternatives (ABCA) which will include information about the site and contamination issues, cleanup standards, applicable laws, alternatives considered, and the proposed cleanup.
 - e. Ensuring that public participation requirements are met. This includes preparing a Community Relations Plan which will include reasonable notice, opportunity for public involvement and comment on the proposed cleanup, and response to comments.
 - f. Establishing an Administrative Record for each site.
 - g. Developing a Quality Assurance Project Plan (QAPP) as required by 2 CFR § 1500.11. The specific requirement for a QAPP is outlined in [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#). h. Ensuring the adequacy of each RLF cleanup as it is implemented, including overseeing the borrowers and/or subgrantees activities to ensure compliance with applicable federal and state environmental requirements.
 - i. Ensuring that the site is secure if a borrower or subgrantee is unable or unwilling to complete a brownfield site cleanup.
 - j. Using a portion of a loan or subgrant to purchase environmental insurance for the site. The loan or subgrant may not be used to purchase insurance intended to provide coverage for any of the ineligible uses under [Section IV](#), *Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees*.
 - k. Any other eligible programmatic costs, including costs incurred by the recipient in making and managing a loan or subgrant; obtaining RLF fund manager services; quarterly reporting to EPA including preparation of Property Profiles; awarding, managing and monitoring loans and subgrants as required by the terms of this agreement implementing 2 CFR § 200.331; and carrying out outreach pertaining to the loan and subgrant program to potential borrowers and subgrantees.
 - l. Borrower and subgrantee progress reporting to the CAR is an eligible programmatic cost.
2. The CAR must maintain records that will enable it to report to EPA on the amount of costs incurred by the CAR, borrowers, or subgrantees at brownfield sites.
 3. At least 50% of the funds EPA awards directly to the CAR and the associated cost share must be used by the CAR to provide loans for the cleanup of eligible brownfield sites and associated eligible programmatic costs. The remaining EPA funding and associated cost share may be used for eligible programmatic costs, including issuing and managing subgrants to clean up eligible brownfield sites. (Note: cleanup subgrants are limited to \$350,000 per site. The CAR may request a waiver of the \$350,000 subgrant limit by consulting with the EPA Project Officer for the waiver process.)
 4. To determine whether a cleanup subgrant is appropriate, the CAR must consider the following as

required by CERCLA § 104(k)(3)(B)(c):

- a. The extent to which the subgrant will facilitate the creation of, preservation of, or addition to a park, greenway, undeveloped property, recreational property, or other property used for nonprofit purposes;
- b. The extent to which the subgrant will meet the needs of a community that has the inability to draw on other sources of funding for environmental remediation and subsequent redevelopment of the area in which a brownfield site is located because of the small population or low income of the community;
- c. The extent to which the subgrant will facilitate the use or reuse of existing infrastructure; and
- d. The benefit of promoting the long-term availability of funds from a revolving loan fund for brownfield remediation.

The CAR must maintain sufficient records to support and document these determinations.

5. **Local Governments Only.** No more than 10% of the funds awarded by this agreement may be used by the CAR itself as a programmatic cost for Brownfield Program development and implementation of monitoring health conditions and institutional controls. The health monitoring activities must be associated with brownfield sites at which at least a Phase II environmental site assessment is conducted and the assessment indicates that the sites are contaminated with hazardous substances. The CAR must maintain records on funds that will be used to carry out this task to ensure compliance with this requirement.
6. If the CAR makes a subgrant to a local government that includes an amount (not to exceed 10% of the subgrant) for Brownfields Program development and implementation, the terms and conditions of that agreement must include a provision that ensures that the local government subgrantee maintains records adequate to ensure compliance with the limits on the amount of subgrant funds that may be expended for this purpose.
7. Under CERCLA § 104(k)(5)(B), CARs and subgrantees may use up to 5% of the amount of federal funding for this cooperative agreement for administrative costs, including indirect costs under 2 CFR § 200.414. The limit on administrative costs for this agreement is \$22,500.00. The total amount of indirect costs and any direct costs for cooperative agreement administration by the CAR or subgrant administration by subrecipients paid for by EPA under the cooperative agreement, or used to meet the recipient's cost share, may not exceed this amount. As required by 2 CFR § 200.403(d), the CAR and subgrantees must classify administrative costs as direct or indirect consistently and may not classify the same types of cost in both categories.

Eligible cooperative agreement and subgrant administrative costs subject to the 5% limitation include direct costs for:

- a. Costs incurred to comply with the following provisions of the *Uniform Administrative Requirements for Cost Principles and Audit Requirements for Federal Awards* at 2 CFR Parts 200 and 1500 other than those identified as programmatic.
 - i. Record-keeping associated with equipment purchases required under 2 CFR § 200.313;
 - ii. Preparing revisions and changes in the budgets, scopes of work, program plans and other activities required under 2 CFR § 200.308;
 - iii. Maintaining and operating financial management systems required under 2 CFR § 200.302;
 - iv. Preparing payment requests and handling payments under 2 CFR § 200.305;
 - v. Financial reporting under 2 CFR § 200.327.
 - vi. Non-federal audits required under 2 CFR Part 200, Subpart F; and

- vii. Closeout under 2 CFR § 200.343 with the exception of preparing the recipient's final performance report. Costs for preparing this report are programmatic and are not subject to the 5% limitation on direct administrative costs.
- b. Pre-award costs for preparation of the proposal and application for this cooperative agreement (including the final workplan) or applications for subgrants are not allowable as direct costs but may be included in the CAR's or subrecipient's indirect cost pool to the extent authorized by 2 CFR § 200.460.
- c. Borrowers may use up to 5% of the amount of the loan for loan administration costs. Eligible administrative costs for borrowers include direct costs for:
 - i. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel) but only to the extent to which these persons activities support the cleanup and subsequent re-use of the site;
 - ii. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices; and
 - iii. Supplies and equipment not used directly for cleanup at the site.
- d. Eligible direct costs for loan administration include expenses for:
 - i. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
 - ii. Maintaining and operating financial management and personnel systems;
 - iii. Preparing payment requests and handling payments; and
 - iv. Audits including non-federal audits required under 2 CFR Part 200, Subpart F.
- e. Borrowers may not use loan funds for indirect costs even if the borrower has an indirect cost rate approved by a cognizant Federal agency.

C. Ineligible Uses of the Funds for the Cooperative Agreement Recipient, Borrower, and/or Subgrantees

1. Cooperative agreement funds shall not be used by the CAR, borrower and/or subgrantee for any of the following activities:
 - a. Environmental assessment activities, including Phase I and Phase II Environmental Site Assessments;
 - b. Monitoring and data collection necessary to apply for, or comply with, environmental permits under other federal and state laws, unless such a permit is required as a component of the cleanup action;
 - c. Construction, demolition, and site development activities that are not cleanup actions (e.g., marketing of property, construction of a new facility, or addressing public or private drinking water supplies that have deteriorated through ordinary use);
 - d. Job training unrelated to performing a specific cleanup at a site covered by a loan or subgrant;
 - e. To pay for a penalty or fine;
 - f. To pay a federal cost share requirement (e.g., a cost share required by another federal grant) unless there is specific statutory authority;
 - g. To pay for a response cost at a brownfield site for which the CAR or recipient of the subgrant or loan is potentially liable under CERCLA § 107;
 - h. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws

applicable to the cleanup; and

- i. Unallowable costs (e.g., lobbying and purchases of alcoholic beverages) under 2 CFR 200, Subpart E.
2. Cooperative agreement funds may not be used for any of the following properties:
 - a. Facilities listed, or proposed for listing, on the National Priorities List (NPL);
 - b. Facilities subject to unilateral administrative orders, court orders, and administrative orders on consent or judicial consent decree issued to or entered by parties under CERCLA;
 - c. Facilities that are subject to the jurisdiction, custody, or control of the United States government except for land held in trust by the United States government for an Indian tribe; or
 - d. A site excluded from the definition of a brownfield site for which EPA has not made a property-specific funding determination.

D. Use of Program Income – During the Performance Period

1. Program income for the RLF shall be defined as the gross income received by the recipient, directly generated by the cooperative agreement award or earned during the period of the award. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.
2. In accordance with 2 CFR § 200.307 and 2 CFR § 1500.7, during the performance period of the cooperative agreement the CAR is authorized to add program income to the funds awarded by EPA and use the program income under the same terms and conditions of this agreement unless otherwise specified (e.g. [Section IV](#), regarding use of 50% of the funds for loans). CARs that intend to use program income for cost share under 2 CFR § 200.307(e)(3) must obtain prior approval from EPA's Grant Management Officer or Award Official unless the cost share method for using program income was approved at time of award. Note that repayments of principal for loans made all or in part with cooperative agreement funds may not be used for cost share. These repayments of principal must be returned to the CAR's Brownfields Revolving Loan Fund.
3. In accordance with 2 CFR § 1500.7(c), to continue the mission of the Brownfields Revolving Loan Fund, recipients may use cooperative agreement funding prior to using program income funds generated by the revolving loan fund.

E. Interest-Bearing Accounts

1. The CAR must deposit advances of cooperative agreement funds (as described in [Section VII.A., Methods of Disbursement](#)) and program income (as defined earlier) in an interest-bearing account.
2. For interest earned on advances, CARs and subgrantees are subject to the provisions of 2 CFR § 200.305(b)(7)(ii) relating to remitting interest on advances to EPA on a quarterly basis.
3. Interest earned on program income is considered additional program income.

F. Closeout Agreement and Use of Post Cooperative Agreement Program Income

1. As provided at 2 CFR § 200.307(f) and 2 CFR § 1500.7(c) after the end of the award period, the CAR may keep and use program income at the end of the cooperative agreement (retained program income) and use program income earned after the award period (post-closeout program income) in

accordance with the following Closeout Agreement unless the CAR and EPA's Award Official or Grants Management Officer agree to modify the terms.

2. Program income shall include principal repayments, interest earned on outstanding loan principal, interest earned on accounts holding RLF program income not needed for immediate lending, all loan fees and loan-related charges received from borrowers and other income generated from RLF operations including proceeds from the sale, collection, or liquidations of assets acquired through defaults of loans.
3. CAR must deposit program income into an interest-bearing account. Interest earned on program income is considered additional program income.
4. CARs shall use program income to continue to operate the revolving loan fund or for some other brownfield purpose as outlined in the terms of this Closeout Agreement.
5. In accordance with 2 CFR § 200.333(e), the CAR shall maintain appropriate records to document compliance with the requirements of the Closeout Agreement (i.e., records relating to the use of accrued and post-award program income). EPA may request access to these records to verify that retained and post-closeout program income has been used in accordance with the terms and conditions of this Closeout Agreement.
6. EPA prefers the primary use of retained and post-closeout program income be for providing loans for Brownfields cleanups. In addition to Brownfield cleanup loans, program income may be used to fund the following brownfield activities:
 - a. Cleanup subgrants to eligible entities and nonprofit organizations for allowable activities as described in the terms of the cooperative agreement;
 - b. Phase I Environmental Site Assessments at brownfield sites performed in accordance with EPA All Appropriate Inquiries Final Rule or ASTM E1527-13 (or the most current version);
 - c. Phase II Environmental Site Assessments and cleanup planning activities at brownfield sites;
 - d. Planning for the assessment, cleanup and re-use of brownfield sites; and
 - e. Programmatic costs to manage and oversee the work being performed.
7. The CAR must ensure that program income is used on a property that is a brownfield site as defined at CERCLA § 101(39) and in accordance with [Section IV.C.](#), *Ineligible Uses of the funds for the CAR, Borrower, and/or Subgrantees* in the CAR's cooperative agreement with EPA, unless otherwise noted as an eligible use of post-closeout program income in the terms and conditions of this Closeout Agreement.
8. All assessment and cleanup work funded with program income must continue to be performed in accordance with state or tribal environmental rules and regulations and be protective of human health and the environment. If the CAR chooses not to have borrowers or subgrantees conduct assessments or cleanups through State or Tribal response program, then the CAR is required to consult with EPA to ensure the proposed assessment/cleanup is protective of human health and the environment.
9. All brownfield sites that will be using the program income must be located within jurisdiction of the CAR as described in the scope of work for this cooperative agreement.
10. Retained and post-closeout program income shall not be used for site inventory work.
11. When possible, the CAR must continue to perform community involvement activities to solicit input from local communities, these outreach activities may take place with potential environmental justice communities, communities with a health risk related to exposure to hazardous waste or other public health concerns, economically disadvantaged or remote areas, regarding the need for site-specific

assessments, loans and subgrants.

12. Program income may not be used to assess or clean up a site at which the CAR, the borrower, or the subrecipient is potentially liable under CERCLA § 107 unless they qualify for a limitation or defense to liability under CERCLA. The CAR and borrower or subrecipient must make and retain a certification to that effect as part of the records for this Closeout Agreement. If asserting a limitation or defense to liability, the borrower or subrecipient must state the basis for that assertion. When using program income for petroleum-contaminated brownfield sites, the CAR, borrower or subrecipient shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site and retain a certification to that effect as part of the records for this Closeout Agreement. The CAR may consult with EPA for assistance with this matter.
13. The CAR shall submit Annual Reports for the first five (5) years following the effective date of this Closeout Agreement, and thereafter, the CAR shall submit a report once every five years until there is no program income. The effective date of the Closeout Agreement is defined as the day after the cooperative agreement is closed. The annual reports/five-year report(s) shall include the following information:
 - a. A cover page indicating the CAR's organization, cooperative agreement number, annual report number (i.e., 1, 2 or 3), dates for the reporting period, persons/organizations preparing and submitting the report, and the date of the report submission.
 - b. A summary of the activities conducted during the reporting period, a list of reports and documents generated during the reporting period, and a budget summary table reflecting the expenses incurred and program income received.
 - c. Site data consistent with information requested in current Property Profile Forms as required by the [Section III.E, Property Profile Submission](#), of the cooperative agreement or a list of sites created and/or updated in the ACRES database.
14. The CAR must maintain adequate accounting records for how retained and post-closeout program income is managed and spent as well as all other appropriate records and documents related to the activities conducted using retained and post-closeout program income.
15. Termination of this Closeout Agreement occurs when no program income remains to be disbursed and all loans have been repaid, the recipient decides to discontinue carrying out the activities and requests termination of the Closeout Agreement; or EPA determines that the CAR is not effectively deploying the program income.
 - a. No remaining program income or future loan repayments. The CAR shall notify EPA's Grants Management Officer in writing when this occurs and certify that all funds have been expended in accordance with the terms and conditions of this Closeout Agreement. The notification must provide a final report regarding the relevant cooperative agreement information in the format specified in item 13. above. EPA has 90 days from receipt of this notification to submit any objections to the termination of this Closeout Agreement. If EPA does not object within that time period, then this Closeout Agreement will terminate with no further action.
 - b. Discontinuance of the Closeout Agreement. The CAR shall notify EPA's Grants Management Officer and Project Officer in writing that it has decided to discontinue performing the Closeout Agreement. The notification must provide a final report with the relevant cooperative agreement information in the format specified in item 13. above. The CAR must account for and return all program income to EPA in accordance with instructions provided by the EPA's Grants Management Officer. CARs must also describe the status and amounts of principal and interest payments that will take place after the Closeout Agreement is terminated. Unless waived by the Grants Management Officer, the CAR must remit to EPA on a quarterly basis program income earned after the Closeout Agreement has been terminated.

- c. EPA revocation of the Closeout Agreement. If the recipient holds more than \$500,000 in program income three (3) years after the effective date of this Closeout Agreement EPA may assess whether the CAR has effectively carried out the Closeout Agreement. This assessment will take into account the amount of program income the CAR has disbursed within the three-year period, whether the program income being held is retained program income or post-close out program income, and other factors relevant to ensuring that the recipient deploys program income in a timely manner. EPA may revoke the Closeout Agreement and direct the recipient to return the unused program income to EPA based on this assessment.
16. All records and documents relating to performing the Closeout Agreement must be retained for a period of three (3) years following termination or discontinuation of this Closeout Agreement. Records and documents relating solely to performing the cooperative agreement prior to close out may be disposed of in accordance with 2 CFR § 200.333.
 17. EPA's Award Official or Grants Management Officer and the CAR must agree to any modifications to this Closeout Agreement. Agreed-upon modifications must be in writing. Oral or unilateral modifications shall not be effective or binding.
 18. If the CAR expends retained program income in a manner inconsistent with this Closeout Agreement, EPA may take actions authorized under 2 CFR Part 200, *Remedies for Noncompliance*.
 19. If any provisions of this Closeout Agreement are invalidated by a court of law, the parties shall remain bound to comply with the provisions of this Closeout Agreement that have not been invalidated.
 20. No other federal requirements apply to the use of program income under the terms of this Closeout Agreement.

V. RLF REQUIREMENTS

A. Authorized RLF Cleanup Activities

1. The CAR shall prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), or equivalent state Brownfields program document, which will include information about the site and contamination issues (i.e., exposure pathways, identification of contaminant sources, etc.); cleanup standards; applicable laws; alternatives considered; and the proposed cleanup. The evaluation of alternatives must include effectiveness, ability to implement, and the cost of the response proposed. The evaluation of alternatives must also consider the resilience of the remedial options to address potential adverse impacts caused by extreme weather events (e.g., sea level rise, increased frequency and intensity of flooding, etc.). The alternatives may additionally consider the degree to which they reduce greenhouse gas discharges, reduce energy use or employ alternative energy sources, reduce volume of wastewater generated/disposed, reduce volume of materials taken to landfills, and recycle and re-use materials generated during the cleanup process to the maximum extent practicable. The evaluation will include an analysis of reasonable alternatives including no action. The cleanup method chosen must be based on this analysis.
2. Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup), the CAR shall consult with the EPA Project Officer regarding potential applicability of the National Historic Preservation Act (NHPA) (16 USC § 470) and, if applicable, shall assist EPA in complying with any requirements of the NHPA and implementing regulations.

B. Quality Assurance (QA) Requirements

1. If environmental data are to be collected as part of the brownfield cleanup (e.g., cleanup verification sampling, post-cleanup confirmation sampling), the CAR shall comply with 2 CFR § 1500.11 requirements to develop and implement quality assurance practices sufficient to produce data

adequate to meet project objectives and to minimize data loss. State law may impose additional QA requirements. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least [Insert 30/45/60] days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. Additional information on these requirements can be found at the EPA Office of Grants and Debarment website at

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-e-pa-financial>.

2. Competency of Organizations Generating Environmental Measurement Data: In accordance with Agency Policy Directive Number FEM-2012-02, *Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements*, the CAR agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the CAR agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The CAR shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA Project Officer for this award.

C. Community Relations and Public Involvement in RLF Cleanup Activities

1. All RLF loan and subgrant cleanup activities require a site-specific Community Relations Plan that includes providing reasonable notice, and the opportunity for public involvement and comment on the proposed cleanup options under consideration for the site.
2. The CAR agrees to clearly reference EPA investments in the project during all phases of community outreach outlined in the EPA-approved workplan which may include the development of any post-project summary or success materials that highlight achievements to which this project contributed.
 - a. If any documents, fact sheets, and/or web materials are developed as part of this cooperative agreement, then they shall include the following statement: **"Though this project has been funded, wholly or in part, by EPA, the contents of this document do not necessarily reflect the views and policies of EPA."**
 - b. If a sign is developed as part of a project funded by this cooperative agreement, then the sign shall include either a statement (e.g., this project has been funded, wholly or in part, by EPA) and/or EPA's logo acknowledging that EPA is a source of funding for the project. The EPA logo may be used on project signage when the sign can be placed in a visible location with direct linkage to site activities. Use of the EPA logo must follow the sign specifications available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>.

3. The CAR agrees to notify the EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction and/or site reuse projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.
4. To increase public awareness of projects serving communities where English is not the predominant language, CARs are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

D. Administrative Record

1. The CAR shall establish an Administrative Record that contains the documents that form the basis for the selection of a cleanup plan. Documents in the Administrative Record shall include the ABCA; site investigation reports; the cleanup plan; cleanup standards used; responses to public comments; and verification that shows that cleanups are complete. The CAR shall keep the Administrative Record available at a location convenient to the public and make it available for inspection. The Administrative Record must be retained for three (3) years after the termination of the cooperative agreement subject to any requirements for maintaining records of site cleanups ongoing at the time of termination contained in the recipient's Closeout Agreement.

E. Implementation of RLF Cleanup Activities

1. The CAR shall ensure the adequacy of each RLF cleanup in protecting human health and the environment as it is implemented. Each loan and subgrant agreement shall contain terms and conditions, subject to any required approvals by the state or tribal regulatory oversight authority, that allow the CAR to change cleanup activities as necessary based on comments from the public or any new information acquired.
2. If the borrower or subgrantee is unable or unwilling to complete the RLF cleanup, the CAR shall ensure that the site is secure. The CAR shall notify the appropriate state agency and EPA to ensure an orderly transition should additional activities become necessary.

F. Completion of RLF Cleanup Activities

1. The CAR shall ensure that the successful completion of an RLF cleanup is properly documented. This must be done through a final report or letter from a Qualified Environmental Professional, or other documentation provided by a State or Tribe that shows cleanups are complete. This documentation needs to be included as part of the Administrative Record.

VI. REVOLVING LOAN FUND REQUIREMENTS

A. Prudent Lending and Subgranting Practices

1. The CAR is expected to establish economically sound structures and day-to-day management and processing procedures to maintain the RLF and meet long-term brownfield cleanup lending/subgranting objectives. These include establishing: underwriting principles that can include the establishment of interest rates, repayment terms, fee structure, and collateral requirements; and, lending/subgranting practices that can include loan/subgrant processing, documentation, approval, servicing, administrative procedures, collection, and recovery actions.

The CAR shall not incur costs under this cooperative agreement for loans subgrants or other eligible costs until an RLF cooperative agreement workplan and RLF implementation plan has been submitted to and approved the EPA Project Officer or program manager. Though the workplan must identify tasks and milestones for establishing and operating the RLF, more detailed information may be submitted in supplemental documents, e.g., an "implementation plan.") The CAR shall ensure that the objectives of the workplan are met through its or the fund manager's selection and structuring of

individual loans/subgrants and lending/subgranting practices. These activities shall include, but not be limited to the following:

- a. Considering awarding subgrants on a competitive basis. If the CAR decides not to award any such subgrants competitively, it must document the basis for that decision and inform the EPA Project Officer in the first quarterly performance report. The CAR must inform the EPA Project Officer if the CAR subsequently decides to award subgrants competitively in the quarterly performance report immediately following the decision.
- b. Establishing appropriate project selection criteria consistent with federal and state requirements, the intent of the RLF program, and the cooperative agreement entered into with EPA.
- c. Establishing threshold eligibility requirements whereby only eligible borrowers or subgrantees receive RLF financing.
- d. Developing a formal protocol for potential borrowers or subgrantees to demonstrate eligibility, based on the procedures described in the initial RLF application proposal and cooperative agreement application. Such a protocol shall include descriptions of projects that will be funded, how loan monies will be used, and qualifications of the borrower or subgrantee to make legitimate use of the funds. Additionally, CARs shall ask borrowers or subgrantees for an explanation of how a project, if selected, would be consistent with RLF program objectives, statutory requirements and limitations, and protect human health and the environment.
- e. Requiring that borrowers or subgrantees submit information describing the borrower's or subgrantee's environmental compliance history. The CAR shall consider this history in an analysis of the borrower or subgrant recipient as a cleanup and business risk.
- f. Establishing procedures for handling the day-to-day management and processing of loans and repayments.
- g. Establishing standardized procedures for the disbursement of funds to the borrower or subgrantee.

B. Inclusion of Additional Terms and Conditions in RLF Loan and Subgrant Documents

1. All loans and subgrants must include the information required by 2 CFR § 200.331(a). EPA has developed an optional template to use in creating this agreement that is available on EPA's [Subaward Policy](#) internet page. EPA does not require CARs to use the template.
2. The CAR shall ensure that the borrower or subgrantee meets the cleanup and other program requirements of the RLF cooperative agreement by including the following special terms and conditions in RLF loan agreements and subgrants:
 - a. Borrowers or subgrantees shall use funds only for eligible activities and in compliance with the requirements of CERCLA § 104(k) and applicable federal and state laws and regulations. (See [Section I.A.2.](#) and [Section II.](#))
 - b. Borrowers or subgrantees shall ensure that the cleanup protects human health and the environment.
 - c. Borrowers or subgrantees shall document how funds are used. If a loan or subgrant includes cleanup of a petroleum-contaminated brownfield site(s), the CAR shall include a term and condition requiring that the borrower or subgrantee maintain separate records for costs incurred at that site(s).
 - d. Borrowers or subgrantees shall maintain records for a minimum of three (3) years following completion of the cleanup financed all or in part with RLF funds unless one of the conditions described at [2 CFR § 200.333](#) is present. Borrowers or subgrantees shall obtain written approval from the CAR prior to disposing of records. CARs shall also require that the borrower or subgrantee provide access to records relating to loans and subgrants supported

with RLF funds to authorized representatives of the federal government. As stated in [Section IV.F](#), records related to the closeout agreement must be retained by the CAR for the duration of the closeout agreement and retained for a period of three (3) years following termination or discontinuation of this Closeout Agreement.

- e. Borrowers or subgrantees shall certify that they are not currently, nor have they been, subject to any penalties resulting from environmental non-compliance at the site subject to the loan or subgrant.
- f. Borrowers or subgrantees shall certify that they are not potentially liable under CERCLA § 107 for the site or that, if they are, they qualify for a limitation or defense to liability under CERCLA. If asserting a limitation or defense to liability, the borrower or subgrantee must state the basis for that assertion. When using cooperative agreement funds for petroleum-contaminated brownfield sites, borrowers or subgrantees shall certify that they are not a viable responsible party or potentially liable for the petroleum contamination at the site. The CAR may consult with EPA for assistance with this matter.
- g. Borrowers or subgrantees shall conduct cleanup activities as required by the CAR.
- h. Subgrantees, other than borrowers, shall comply with all applicable EPA assistance regulations (2 CFR Parts 200 and 1500). All procurements conducted with subgrant funds, but not loans, must comply with Procurement Standards of 2 CFR §§ 200.317 through 200.326, as applicable.
- i. Borrowers must comply with the internal control requirements specified at 2 CFR § 200.303 and are subject to the 2 CFR Part 200, Subpart F, *Audit Requirements*. The CAR must oversee and manage loans as required by 2 CFR §§ 200.330 through 200.332. No other provisions of the Uniform Grant Guidance apply directly to borrowers.
- j. A term and condition or other legally binding provision shall be included in all loans and subgrants entered into with the funds under this agreement, or when funds awarded under this agreement are used in combination with non-federal sources of funds, to ensure that borrowers and subgrantees comply with all applicable federal and state laws and requirements. In addition to CERCLA § 104(k), federal applicable laws and requirements include 2 CFR Parts 200 and 1500.
- k. EPA provides general information on statutes, regulations and Executive Orders that apply to EPA grants on the [Grants internet site](#) at www.epa.gov/grants. Many federal requirements are agreement or program specific and EPA encourages CARs to review the terms of their cooperative agreement carefully and consult with their EPA Project Officer for advice if necessary.

C. Default

1. In the event of a loan default, the CAR shall make reasonable efforts to enforce the terms of the loan agreement including proceeding against the assets pledged as collateral to cover losses to the loan. If the cleanup is not complete at the time of default, the CAR is responsible for:
 - a. documenting the nexus between the amount paid to the borrower (bank or other financial institution) and the cleanup that took place prior to the default; and
 - b. securing the site (e.g., ensuring public safety) and informing the EPA Project Officer and the State.

VII. DISBURSEMENT, PAYMENT, AND CLOSEOUT

For the purposes of these Terms and Conditions, the following definitions apply: “payment” is EPA’s transfer of funds to the CAR; the CAR incurs an “obligation” when it enters into an agreement with the borrower or a subgrantee; “disbursement” is the transfer of funds from the CAR to the borrower or subgrantee. The CAR may also disburse funds to a contractor or to pay an allowable

cost (e.g. personnel compensation) as provided in [2 CFR § 200.305\(b\)\(1\)](#). "Closeout" refers to the process EPA follows to both ensure that all administrative actions and work required under the cooperative agreement have been completed and to establish a Closeout Agreement to govern the use of program income.

A. Methods of Disbursement

1. The CAR may choose to disburse funds to the borrower by means of 'actual expense' or 'schedule.' If the schedule method is used, the recipient must ensure that the schedule is designed to reasonably approximate the borrower's incurred costs.
 - a. An 'actual expense' disbursement approach requires the borrower to submit documentation of the borrower's expenditures (e.g., invoices) to the CAR prior to requesting payment from EPA.
 - b. A 'schedule' disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the borrower or subgrantee on the basis of an agreed upon schedule (e.g., progress payments) provided the schedule minimizes the time elapsing between disbursement by the CAR and the borrower or subgrantee's payment of costs incurred in carrying out the loan/subgrant. In unusual circumstances, disbursement may occur upon execution of the loan or subgrant. The CAR shall submit documentation of disbursement schedules to EPA.
 - c. If the disbursement schedule of the loan/subgrant agreement calls for disbursement of the entire amount of the loan/subgrant upon execution, the CAR shall demonstrate to the EPA Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan/subgrant. Further, the CAR shall include an appropriate provision in the loan/subgrant agreement which ensures that the borrower/ subgrantee uses funds promptly for costs incurred in connection with the cleanup and that interest accumulated on schedule disbursements is applied to the cleanup.
 - d. Subgrant funds must be disbursed to subgrantees in accordance with 2 CFR § 200.305, as applicable.

B. Schedule for Closeout

1. There are two fundamental criteria for closeout:
 - a. Final payment of funds from EPA to the CAR following the end date for the cooperative agreement or prior to the end date when the CAR has disbursed all of the EPA funding of the funds awarded; and
 - b. Completion of all cleanup activities funded completely, or in part, by direct EPA funding from the amount of the award.
2. The first criterion of cooperative agreement closeout is met when the CAR receives all payments from EPA. The second closeout criterion is met when all cleanup activities funded by the cooperative agreement are complete.
3. The CAR must follow [Section IV., Closeout Agreement and Use of Post Cooperative Agreement Program Income](#) for any retained and future program income generated after closeout. Eligible uses include continuing to operate an RLF for brownfield site cleanup and/or other brownfield site activities as identified in item 6 of the *Closeout Agreement and Use of Post Cooperative Agreement Program Income*.

C. Compliance with Closeout Schedule

1. If the CAR fails to comply with the closeout schedule, any funds attributable to the cooperative agreement, including retained program income not obligated under loan agreement to a borrower or subgrantee, may be subject to federal recovery.

D. Final Requirements

1. The CAR must submit the following documentation:
 - a. The Final Technical Cooperative Agreement Report as described in [Section III.F.](#) of these Terms and Conditions.
 - b. Administrative and Financial Reports as described in the Grant-Specific Administrative Terms and Conditions of this agreement.
2. The CAR must ensure that all appropriate data have been entered into ACRES or all Property Profile Forms are submitted to the EPA Project Officer.

E. Recovery of RLF Assets

1. In case of termination, the CAR shall return to EPA its fair share of the value of the RLF assets consisting of cash, receivables, personal and real property, and notes or other financial instruments developed through use of the funds. EPA's fair share is the amount computed by applying the percentage of EPA participation in the total capitalization of the RLF to the current fair market value of the assets thereof. EPA also has remedies under *Remedies for Noncompliance* at 2 CFR §§ 200.338 through 200.342 and CERCLA § 104(k) when EPA determines that the value of such assets has been reduced by improper/illegal use of cooperative agreement funding. In such instances, the CAR may be required to compensate EPA over and above the EPA's share of the current fair market value of the assets. Nothing in this agreement limits EPA's authorities under CERCLA to recover response costs from a potentially responsible party.

IF YOU DO LOAN GUARANTEES

F. Loan Guarantees

1. If the CAR chooses to use the RLF funds to support a loan guarantee approach, the following terms and conditions apply:
 - a. The CAR shall:
 - i. Document the relationship between the expenditure of CERCLA § 104(k) funds and cleanup activities;
 - ii. Maintain an escrow account expressly for the purpose of guaranteeing loans, by following the payment requirement described under the Escrow Requirements term and condition below; and
 - iii. Ensure that cleanup activities guaranteed by RLF funds are carried out in accordance with CERCLA § 104(k), CERCLA § 104(g) relating to compliance with the Davis-Bacon Act, and applicable federal and state laws and will protect human health and the environment.
 - b. Payment of funds to a CAR shall not be made until a guaranteed loan has been issued by a participating financial institution. Loans guaranteed with RLF funds shall be made available as needed for specified cleanup activities on an "actual expense" or "schedule" basis to the borrower. (See [Section VII.A., Methods of Disbursement](#)). The CAR's escrow arrangement shall be structured to ensure that the CERCLA § 104(k) funds are properly "disbursed" by the recipient for the purposes of the cooperative agreement as required by 2 CFR § 200.305. If the funds are not properly disbursed, the CERCLA § 104(k) funds that the recipient places in an escrow account will be subject to the interest recovery provisions of 2 CFR § 200.305.
 - c. To ensure that funds transferred to the CAR are disbursements of assisted funds, the escrow account shall be structured to ensure that:
 - i. The recipient may not retain the funds;

- ii. The recipient does not have access to the escrow funds on demand;
 - iii. The funds remain in escrow unless there is a default of a guaranteed loan;
 - iv. The organization holding the escrow (i.e., the escrow agency), shall be a bank or similar financial institution that is independent of the recipient; and
 - v. There must be an agreement with the financial institution participating in the guaranteed loan program which documents that the financial institution has made a guaranteed loan to clean up a brownfield site in exchange for access to funds held in escrow in the event of a default by the borrower or subgrantee.
- d. Federal Obligation to the Loan Guarantee Program - Any obligations that the CAR incurs for loan guarantees in excess of the amount awarded under the cooperative agreement are the CAR's responsibility. This limitation on the extent of the Federal Government's financial commitment to the CAR's loan guarantee program shall be communicated to all participating banks and borrower or subgrantee.
- e. Repayment of Guaranteed Loans - Upon repayment of a guaranteed loan and release of the escrow amount by the participating financial institution, the CAR shall return the cooperative agreement funds placed in escrow to EPA based on disposition instructions provided by the EPA Project Officer. Alternatively, the CAR may, with EPA approval:
- i. Guarantee additional loans under the terms and conditions of the agreement; or
 - ii. Amend the terms and conditions of the agreement to provide for another disposition of funds that will redirect the funds for other brownfield sites' related activities authorized by the terms of the cooperative agreement or, if applicable, a Closeout Agreement.

G. GEOSPATIAL DATA STANDARDS

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00F62501	DATE OF AWARD 04/04/2019
		MODIFICATION NUMBER: 4 PROGRAM CODE: BF	
		TYPE OF ACTION Decrease	MAILING DATE 04/04/2019
		PAYMENT METHOD:	ACH# 67020
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center	
RECIPIENT: City of Texarkana 220 Texas Blvd. Texarkana, TX 75501 EIN: 75-6000689		PAYEE: City of Texarkana 220 Texas Blvd Texarkana, TX 75501	
PROJECT MANAGER Daphnea Ryan 220 Texas Blvd., 4th Floor Texarkana, TX 75501 E-Mail: dryan@txkusa.org Phone: 903-798-3934		EPA PROJECT OFFICER Camisha Scott Superfund Division, 6SF-VB E-Mail: Scott.Camisha@epamail.epa.gov Phone: 214-665-6755	EPA GRANT SPECIALIST Lisa Kapsh Grant Programs Section, 6MD-CG E-Mail: Kapsh.Lisa@epamail.epa.gov Phone: 214-665-7335
PROJECT TITLE AND EXPLANATION OF CHANGES City of Texarkana RLF This amendment is for a decrease of \$184,000 from Petroleum Funding.			
BUDGET PERIOD 10/01/2012 - 09/30/2019	PROJECT PERIOD 10/01/2012 - 09/30/2019	TOTAL BUDGET PERIOD COST \$1,080,000.00	TOTAL PROJECT PERIOD COST \$1,080,000.00
NOTICE OF AWARD			
Based on your Application dated 08/10/2012 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$-184,000. EPA agrees to cost-share <u>83.33%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$716,000. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS Grant Programs Section, 6MD-CG 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733		ORGANIZATION / ADDRESS U.S. EPA, Region 6 Superfund Division (6SF) 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Amy Camacho - Chief, Grants Program Section			DATE 04/04/2019

EPA Funding Information

BF - 00F62501 - 4 Page 2

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 900,000	\$ -184,000	\$ 716,000
EPA In-Kind Amount	\$ 0	\$	\$ 0
Unexpended Prior Year Balance	\$ 0	\$	\$ 0
Other Federal Funds	\$ 0	\$	\$ 0
Recipient Contribution	\$ 180,000	\$	\$ 180,000
State Contribution	\$ 0	\$	\$ 0
Local Contribution	\$ 0	\$	\$ 0
Other Contribution	\$ 0	\$	\$ 0
Allowable Project Cost	\$ 1,080,000	\$ -184,000	\$ 896,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Assessment and Cleanup Cooperative Agreements	CERCLA: Sec. 104(k)(2)	2 CFR 200 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
TEXARK PET	1206BFG040	12	E4	06S	301D79XBP	4114	600OS00	001	-184,000
									-184,000

Attachment: EXH 'C' EPA Orig Grant Amount Agrmt (2223 : 2020-025 RES Amendment Stanley Consultants Contract)

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$144,000
2. Fringe Benefits	\$60,451
3. Travel	\$15,800
4. Equipment	\$0
5. Supplies	\$9,349
6. Contractual	\$70,400
7. Construction	\$0
8. Other	\$780,000
9. Total Direct Charges	\$1,080,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient 16.67 % Federal 83.33 %.)	\$1,080,000
12. Total Approved Assistance Amount	\$900,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$-184,000
15. Total EPA Amount Awarded To Date	\$716,000

Administrative Conditions

EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE BASIC ASSISTANCE AGREEMENT, INCLUDING PRIOR AMENDMENTS, REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 3/3/2020 8:44 AM

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel
Subject: Resolution No. 2020-022 planning for demolition of substandard structures based on priority of council members or city staff.
Briefing: 3/9/2020 **Public Hearing:** **Council Vote:** 3/9/2020

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Not Applicable.

Executive Summary and Background Information:

This resolution is superseding Resolution No 2016-037 in which the city council recommended the demolition of structures in certain areas. Due to the substantial removal of substandard structures in areas identified and requiring owners to demolish or repair their own substandard properties, the need exists to broaden the current action plan to substandard structures throughout all city wards as determined by City Council or Staff.

Staff has held meetings with council members in Wards 1, 2, and 3 to determine and prioritize a list of substandard structures.

Potential Options:

- Approve the resolution.
- Disapprove the resolution.

Fiscal Implications:

NONE – Budgeted funds will be used for demolition of substandard structures.

Staff Recommendation:

Staff Recommends Approval.

Advisory Board/Committee Review:

Some of the structures on the priority list have been ordered to be demolished by the Building & Standards Committee in the past.

Board/Committee Recommendation:

Not Applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable.

City of Texarkana, Texas

Attachments

- a. 2020-022 RES Demo by wards (jcl rev) (DOCX)
- b. 2020-022 ATTH 01 - List of Houses (DOCX)
- c. 2020-022 ATTH 02 - Res. 2016-037 (PDF)
- d. 2020-022 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review
Completed	02/28/2020 9:49 AM	
City Attorney	Jeffery C. Lewis	Review
9:58 AM		Completed 02/28/2020
City Council	Vicky Coopwood	Meeting
6:00 PM		Pending 03/09/2020
City Manager	Shirley Jaster	City Manager Review
9:55 AM		Completed 03/05/2020

Meeting History

RESOLUTION NO. 2020-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUPERSEDING RESOLUTION NO. 2016-037 WITH A REVISED ACTION PLAN FOR DEMOLITION OF SUBSTANDARD STRUCTURES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council, in Resolution No. 2016-037, approved a neighborhood-driven action plan which resulted in substantial removal of substandard structures in areas identified by the resolution and successfully required owners to demolish or repair their own substandard structures in such areas; and

WHEREAS, City staff submits that while progress has been made in demolishing substandard structures in areas identified in Resolution No. 2016-037, the need exists to supersede and broaden the current action plan to substandard structures in all city wards as determined by the City Council or City staff.

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

SECTION 1: Resolution 2016-037 is superseded. The action plan for demolition of substandard structures shall apply to such structures in all city wards as determined by the City Council or City staff and consistent with the Code of Ordinances and applicable law.

SECTION 2: The attached list of houses in **ATTH 01** “List of Houses” as prioritized by council members of Ward 1, Ward 2, and Ward 3 shall take priority for demolition.

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 **9th** day of **March, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

[Type here]

[Type here]

2020-022 ATTH 01

Priority of Demolition Houses by Ward**Ward 1:**

1. 1424 Lee
2. 1824 Charlestine
3. 1505 Nolthenius
4. 2209 W 12th Street
5. 2022 W 13th Street
6. 1820 W 17th Street
7. 1716 Goree
8. 1405 W 10th Street
9. 1107 Sulphur
10. 2201 W 9th Street
11. 1223 W 6th Street
12. 1716 Plant
13. 1618 W 15th Street
14. 2012 W 15th Street
15. 2003 W 17th Street
16. 920 Capp
17. 405 Blanton

Ward 2:

1. 3211 Davis
2. 203 Robison
3. 513 Martine
4. 420 Crestview
5. 406 Crestview
6. 2505 W 15th Street
7. 2201 W 9th Street
8. 1525 Plum
9. 3000 Clover

Ward 3:

1. 1406 Olive
2. 2103 Olive
3. 1903 Wood (Both Structures)
4. 2019 Hazel
5. 2015 Hazel
6. 2319 Magnolia
7. 1205 Hazel
8. 512 W 23rd St
9. 3712 Elizabeth
10. 1906 State Line

Attachment: 2020-022 ATTH 01 - List of Houses (2231 : 2020-022 RES plan for demolition of substandard structures)

RESOLUTION NO. 2016-037

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING STAFF TO PROCEED WITH NECESSARY WORK TO DEMOLISH SUBSTANDARD STRUCTURES IN THE FOLLOWING ORDER, AS SHOWN ON THE MAPS IN EXHIBIT "A" AND EXHIBIT "B": AREA 16, AREA 17, AREA 15, AREA 14, AND AREA 13; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, city staff has demolished the "Top 40" structures as directed by City Council and completed on schedule and within the appropriated budget; and

WHEREAS, city staff has forty-four (44) more structures that have been ordered to be demolished by the Building and Standards Commission or have owner-signed consent; and

WHEREAS, demolishing at the rate of two structures per month, the current "ready to demolish" inventory would be exhausted in November of 2017; and

WHEREAS, as of December 2017, there will still be over two hundred and fifty (250) residential structures in need of possible demolition; and

WHEREAS, city staff has recognized that, while progress is being made in demolishing substandard structures, neighborhood impact, revitalization, nor maximum service and resource efficiency have been realized because the demolished structures have been spread all across the city and not neighborhood specific; and

WHEREAS, City Council approval of a more neighborhood driven demolition schedule would lend itself to making a positive neighborhood impact and could be adaptable to pursue Operation Crackdown through the Texas National Guard, where the Texas National Guard comes in and demolishes approximately thirty (30) structures within a two-week period; and

WHEREAS, City Council approval of this proposed neighborhood driven demolition schedule would promote opportunities for other city departments to work with neighborhood groups in a concentrated effort in these designated areas supporting other revitalization efforts.

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

SECTION 1: City staff is authorized to proceed with the necessary work to demolish substandard structures in the following order, as shown on the maps in **Exhibit "A"** and **Exhibit "B"** : Area 16, Area 17, Area 15, Area 14, and Area 13.

SECTION 2: The City Council recognizes the need for a more neighborhood driven demolition schedule to help provide more efficient and cost effective services.

SECTION 3: The City Council agrees that this schedule would promote opportunities for other city departments to work with neighborhood groups in a concentrated effort in these designated

Attachment: 2020-022 ATTH 02 - Res. 2016-037 (2231 : 2020-022 RES plan for demolition of substandard structures)

areas to support other revitalization efforts.

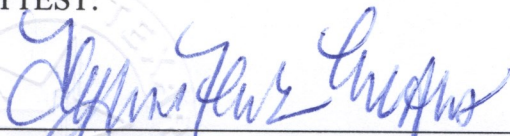
SECTION 4: A map showing the overall substandard structure locations is attached hereto and incorporated herein as **Exhibit "A"**.

SECTION 5: A map showing the zoomed substandard structure locations is attached hereto and incorporated herein as **Exhibit "B"**.

SECTION 6: 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 **11th** day of April, 2016.

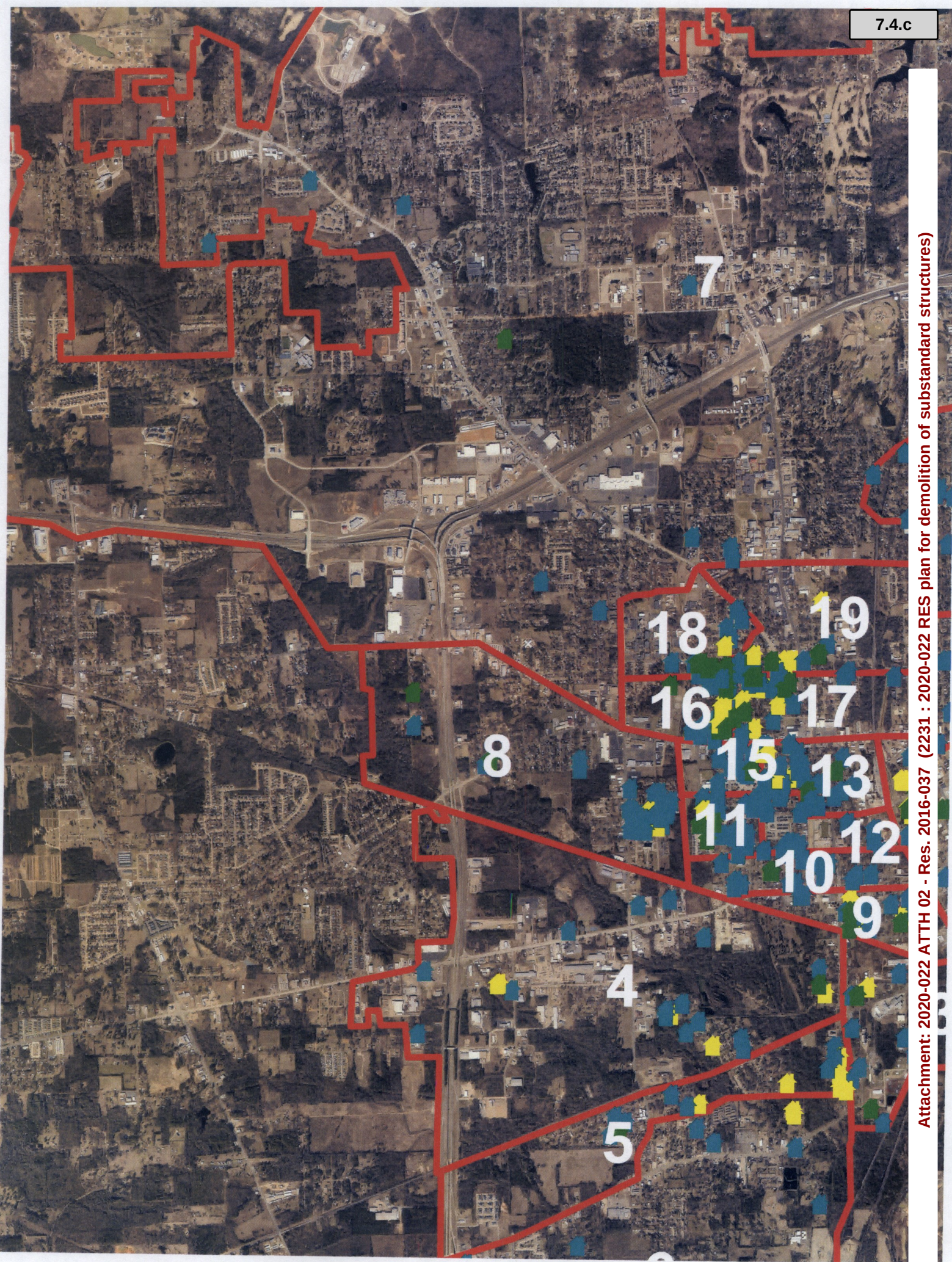
ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:47 p.m.

Attachment: 2020-022 ATTH 02 - Res. 2016-037 (2231 : 2020-022 RES plan for demolition of substandard structures)



Attachment: 2020-022 ATTH 02 - Res. 2016-037 (2231 : 2020-022 RES plan for demolition of substandard structures)



Attachment: 2020-022 ATTH 02 - Res. 2016-037 (2231 : 2020-022 RES plan for demolition of substandard structures)

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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/28/2020 1:01 PM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,
Resolution No. 2020-027 authorizing the City Manager to enter into a contract
with East Texas Bridge, Inc. of Longview, Texas, for an amount not to exceed
\$6,496,693.91, for the Gibson Lane Extension Construction Project, and to
reimburse CenterPoint Energy for an amount not to exceed \$137,000, for utility
relocation work with funds budgeted in the TIRZ #1 Operating Funds and the
Subject: 2019 TIRZ Bond Fund.

Briefing: 3/9/2020**Public Hearing:****Council Vote:** 3/9/2020

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Date of Invitation for Bid (IFB 20-1901-02) posted on website: January 17, 2020

Dates published in Texarkana Gazette: January 19, 2020 and January 26, 2020

Opened bids: February 18, 2020

Bids received: East Texas Bridge; Stateline Construction; Tatum Excavating Company; and Longview Bridge and Road.

Lowest Responsive Bidder: East Texas Bridge. See EXH "A"

Budget: TIRZ #1 Operating Fund and 2019 TIRZ Bond

Policy Exceptions: None

Scope of Work: This project will extend Gibson Lane from University Avenue to Pleasant Grove Road. This project will consist of constructing a 50' street with all amenities (drainage, lighting, sidewalk), a bridge over Waggoner Creek, and a new round-about at intersection of Gibson Lane and University Ave.

CenterPoint Energy

There is some conflict with the existing gas lines at the intersection of University Ave. and Gibson Lane, and the existing gas lines must be relocated. They are outside our current ROW, so the City is responsible for this cost. CenterPoint will be contracting this work and they have asked us to reimburse the costs. The estimated cost for this work is \$137,000.

Potential Options:

- Approve City Manager to enter into a contract with East Texas Bridge and to reimburse CenterPoint Energy for cost associated with realigning their existing utility lines
- Not approve City Manager to enter into a contract with East Texas Bridge and to reimburse

City of Texarkana, Texas

CenterPoint Energy for cost associated with realigning their existing utility lines

Fiscal Implications:

There are funds available in the TIRZ #1 Operating Fund and 2019 TIRZ Bond

Staff Recommendation:

Staff Recommends Approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

TIRZ Board has approved this project

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2020-027 RES Auth CM to enter into contract for Gibson Lane Extension (DOC)
- b. 2020-027 EXH 'A' - Gibson Lane Bid Tab (PDF)
- c. 2020-027 ATTH 01 Gibson Lane Alignment(PDF)
- d. 2020-027 Goals & Perspectives (DOCX)

Staff Coordination

Public Works Department	Completed	Dusty Henslee	Department Head Review	
		02/28/2020 9:33 AM		
Finance Department	Kristin Peeples	Finance Review	Completed	02/28/2020
				10:24 AM
Purchasing and Contracting	Completed	Kim Russ	Purchasing Review	
		02/28/2020 12:19 PM		
City Manager	Shirley Jaster	City Manager Review	Completed	03/05/2020
				9:57 AM
City Council	Vicky Coopwood	Meeting	Pending	03/09/2020
				6:00 PM

Meeting History

RESOLUTION NO. 2020-027

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH EAST TEXAS BRIDGE, INC. OF LONGVIEW, TEXAS, IN AN AMOUNT NOT TO EXCEED \$6,496,693.61 AND TO REIMBURSE CENTERPOINT ENERGY IN AN AMOUNT NOT TO EXCEED \$137,000.00 FOR THE GIBSON LANE EXTENSION CONSTRUCTION PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, issued an Invitation for Bid for the Gibson Lane Extension Construction Project; and

WHEREAS, four bids were received and are summarized in the Bid Tab Sheet on the attached Exhibit "A"; and

WHEREAS, the overall lowest and most responsible bid of \$6,496,693.61 was submitted by East Texas Bridge, Inc. of Longview, Texas; and

WHEREAS, in addition, utilities must be relocated by CenterPoint Energy for this project; and

WHEREAS, the City of Texarkana, Texas, will reimburse CenterPoint Energy for the cost of the utility relocation in an amount not to exceed \$137,000.00; and

WHEREAS, funds are available in the 2019 Bond Fund (Fund 424) and the TIRZ Operating Fund (Fund 116).

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

SECTION 1: That the responsible bidder to complete the Gibson Lane Extension Construction Project is East Texas Bridge, Inc. of Longview, Texas, and therefore its bid of \$6,496,693.61 is accepted.

SECTION 2: That the City of Texarkana, Texas, will reimburse CenterPoint Energy for the cost of utility relocation in an amount not to exceed \$137,000.00.

SECTION 3: That 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 **9th day of March, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, TX
Gibson Lane Extension Construction Project - IFB 20-1901-02
Base Bid Summary

MTG Project No. 186100

ITEM NO.	QTY	UNIT	DESCRIPTION	East Texas Bridge		Stateline Construction		Tatum Excavating		Longview Bridge & Road	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	37.00	STA	PREPARING ROW	\$3,500.00	\$129,500.00	\$3,400.00	\$125,800.00	\$1,310.00	\$48,470.00	\$1,800.00	\$66,600.00
2	0.77	AC	PREPARING ROW (TREE AND BRUSH MULCHING)	\$14,000.00	\$10,780.00	\$3,500.00	\$2,695.00	\$2,857.50	\$2,200.28	\$12,000.00	\$9,240.00
3	7,500	SY	REMOVING CONC (PAV)	\$10.00	\$75,000.00	\$1.70	\$12,750.00	\$8.15	\$61,125.00	\$8.00	\$60,000.00
4	12	SY	REMOVING STAB BASE & ASPH PAV (2"-6")	\$10.00	\$120.00	\$70.00	\$840.00	\$285.00	\$3,420.00	\$50.00	\$600.00
5	10,500	CY	EXCAVATION (ROADWAY)	\$8.50	\$89,250.00	\$15.65	\$164,325.00	\$12.25	\$128,625.00	\$10.75	\$112,875.00
6	4,300	CY	EXCAVATION (UNDERCUT) (ROADWAY)	\$8.50	\$36,550.00	\$15.65	\$67,295.00	\$8.50	\$36,550.00	\$10.75	\$46,225.00
7	1,800	CY	EXCAVATION (UNDERCUT) (WALL)	\$9.00	\$16,200.00	\$17.65	\$31,770.00	\$9.20	\$16,560.00	\$12.00	\$21,600.00
8	7,000	CY	EMBANKMENT (FINAL) (DENS CONT)	\$12.00	\$84,000.00	\$12.00	\$84,000.00	\$13.75	\$96,250.00	\$13.50	\$94,500.00
9	7,500	CY	EMBANKMENT (FINAL) (DENS CONT) (SELECT) (ROADWAY)	\$14.00	\$105,000.00	\$18.25	\$136,875.00	\$17.15	\$128,625.00	\$12.75	\$95,625.00
10	5,300	CY	EMBANKMENT (FINAL) (DENS CONT) (SELECT) (WALL)	\$14.00	\$74,200.00	\$22.00	\$116,600.00	\$22.40	\$118,720.00	\$13.00	\$68,900.00
11	2,430	SY	BLOCK SODDING	\$5.10	\$12,393.00	\$5.25	\$12,757.50	\$4.50	\$10,935.00	\$5.20	\$12,636.00
12	10,660	SY	BROADCAST SEED (TEMP)	\$0.18	\$1,918.80	\$0.30	\$3,198.00	\$0.15	\$1,599.00	\$0.18	\$1,918.80
13	10,660	SY	CELL FBR MLCH SEED (PERM) (URBAN)	\$0.52	\$5,543.20	\$0.45	\$4,797.00	\$0.55	\$5,863.00	\$0.52	\$5,543.20
14	1,706	LBS	FERTILIZER (13-13-13)	\$0.45	\$767.70	\$0.70	\$1,194.20	\$0.55	\$938.30	\$0.48	\$818.88
15	171	MG	VEGETATIVE WATERING	\$10.00	\$1,710.00	\$27.00	\$4,617.00	\$23.75	\$4,061.25	\$1.00	\$171.00
16	19,093	SY	CONC PVMT (JOINT REINF) (9")	\$50.00	\$954,650.00	\$62.50	\$1,193,312.50	\$63.70	\$1,216,224.10	\$90.00	\$1,718,370.00
17	377	SY	CONC PVMT (JOINT REINF) (9") (SPECIAL)	\$80.00	\$30,160.00	\$87.00	\$32,799.00	\$78.00	\$29,406.00	\$112.00	\$42,224.00
18	19	EA	DRILL SHAFT (RDWY ILL POLE) (24 IN)	\$2,000.00	\$38,000.00	\$5,000.00	\$95,000.00	\$1,045.25	\$19,859.75	\$1,800.00	\$34,200.00
19	22	CY	CL A CONC (SEAL)	\$400.00	\$8,800.00	\$525.00	\$11,550.00	\$400.00	\$8,800.00	\$400.00	\$8,800.00
20	4	EA	REINF CONC SLAB (RDWY ILL POLE) (BRIDGE MOUNT)	\$3,000.00	\$12,000.00	\$2,500.00	\$10,000.00	\$1,651.00	\$6,604.00	\$6,000.00	\$24,000.00
21	6,576	SF	RETAINING WALL (MSE)	\$65.00	\$427,440.00	\$60.00	\$394,560.00	\$45.80	\$301,180.80	\$66.00	\$434,016.00
22	944	SF	RETAINING WALL (CAST - IN - PLACE)	\$70.00	\$66,080.00	\$88.00	\$83,072.00	\$60.50	\$57,112.00	\$70.00	\$66,080.00
23	60	CY	RIPRAP (STONE COMMON) (DRY) (12 IN)	\$110.00	\$6,600.00	\$85.00	\$5,100.00	\$148.00	\$8,880.00	\$180.00	\$10,800.00
24	127	CY	RIPRAP (STONE COMMON) (DRY) (24 IN)	\$110.00	\$13,970.00	\$85.00	\$10,795.00	\$133.00	\$16,891.00	\$170.00	\$21,590.00
25	5	CY	RIPRAP (CONC) (4 IN)	\$550.00	\$2,750.00	\$800.00	\$4,000.00	\$400.00	\$2,000.00	\$700.00	\$3,500.00
26	80	LF	RAIL (TY C411)	\$185.00	\$14,800.00	\$165.00	\$13,200.00	\$110.01	\$8,800.80	\$100.00	\$8,000.00
27	310	LF	RAIL (TY C411) (ROADWAY)	\$185.00	\$57,350.00	\$165.00	\$51,150.00	\$110.01	\$34,103.10	\$100.00	\$31,000.00
28	273	LF	RAIL (PEDESTRIAN) (SPECIAL)	\$110.00	\$30,030.00	\$143.00	\$39,039.00	\$128.60	\$35,107.80	\$125.00	\$34,125.00
29	222	LF	CONC BOX CULV (6 FT X 4 FT)	\$510.00	\$113,220.00	\$418.00	\$92,796.00	\$417.00	\$92,574.00	\$420.00	\$93,240.00
30	877	LF	RC PIPE (CL III) (18 IN)	\$42.00	\$36,834.00	\$38.50	\$33,764.50	\$49.50	\$43,411.50	\$51.00	\$44,727.00
31	187	LF	RC PIPE (CL III) (24 IN)	\$60.00	\$11,220.00	\$65.00	\$12,155.00	\$69.20	\$12,940.40	\$66.00	\$12,342.00
32	102	LF	RC PIPE (CL III) (30 IN)	\$75.00	\$7,650.00	\$76.50	\$7,803.00	\$82.00	\$8,364.00	\$85.00	\$8,670.00
33	1,101	LF	RC PIPE (CL III) (36 IN)	\$105.00	\$115,605.00	\$102.00	\$112,302.00	\$103.00	\$113,403.00	\$105.00	\$115,605.00
34	302	LF	RC PIPE (CL III) (42 IN)	\$140.00	\$42,280.00	\$118.00	\$35,636.00	\$131.00	\$39,562.00	\$125.00	\$37,750.00
35	288	LF	RC PIPE (CL III) (48 IN)	\$180.00	\$51,840.00	\$150.50	\$43,344.00	\$160.00	\$46,080.00	\$160.00	\$46,080.00
36	13	EA	INLET (COMPL) (10')	\$5,000.00	\$65,000.00	\$3,775.00	\$49,075.00	\$4,940.00	\$64,220.00	\$6,800.00	\$88,400.00
37	7	EA	INLET (COMPL) (15')	\$6,200.00	\$43,400.00	\$4,590.00	\$32,130.00	\$6,065.00	\$42,455.00	\$8,000.00	\$56,000.00
38	1	EA	INLET (COMPL) (15') (OFFSET)	\$8,000.00	\$8,000.00	\$5,700.00	\$5,700.00	\$7,280.00	\$7,280.00	\$8,400.00	\$8,400.00
39	1	EA	JCT BOX (COMPL) (5 FT X 5 FT)	\$4,000.00	\$4,000.00	\$3,425.00	\$3,425.00	\$3,645.00	\$3,645.00	\$5,000.00	\$5,000.00
40	1	EA	JCT BOX (COMPL) (6 FT X 4 FT)	\$5,000.00	\$5,000.00	\$3,570.00	\$3,570.00	\$3,805.00	\$3,805.00	\$5,000.00	\$5,000.00
41	1	EA	ADJUST (SAN SWR) (MANHOLE)	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$600.00	\$600.00	\$1,600.00	\$1,600.00
42	870	SF	WINGWALL (SPECIAL)	\$70.00	\$60,900.00	\$88.00	\$76,560.00	\$41.50	\$36,105.00	\$48.00	\$41,760.00
43	2	EA	SET (TY II) (18 IN) (RCP) (6:1) (RELOCATED)	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$640.00	\$1,280.00	\$675.00	\$1,350.00
44	1	EA	SET (TY II) (24 IN) (RCP) (6:1)	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,390.00	\$1,390.00	\$1,000.00	\$1,000.00
45	1	EA	SET (TY II) (48 IN) (RCP) (4:1)	\$7,500.00	\$7,500.00	\$3,625.00	\$3,625.00	\$4,140.00	\$4,140.00	\$4,000.00	\$4,000.00
46	2	EA	CL A CONC (COLLAR)	\$1,000.00	\$2,000.00	\$550.00	\$1,100.00	\$740.00	\$1,480.00	\$1,200.00	\$2,400.00
47	6	EA	REMOV STR (RDWY ILL FOUNDATION)	\$600.00	\$3,600.00	\$500.00	\$3,000.00	\$710.00	\$4,260.00	\$2,000.00	\$12,000.00
48	1	LS	MOBILIZATION	\$400,000.00	\$400,000.00	\$500,000.00	\$500,000.00	\$668,200.74	\$668,200.74	\$500,000.00	\$500,000.00
49	5	MO	BARRICADES, SIGNS, AND TRAFFIC HANDLING	\$5,000.00	\$25,000.00	\$2,500.00	\$12,500.00	\$3,975.00	\$19,875.00	\$8,000.00	\$40,000.00
50	2	EA	CONSTRUCTION EXITS (INSTALL & REMOVE) (TY 1)	\$4,000.00	\$8,000.00	\$2,000.00	\$4,000.00	\$2,660.00	\$5,320.00	\$5,000.00	\$10,000.00
51	2,865	LF	TEMP SEDMT CONT FENCE (INSTALL & REMOVE)	\$3.50	\$10,027.50	\$3.25	\$9,311.25	\$4.50	\$12,892.50	\$4.50	\$12,892.50
52	2	EA	TEMP SEDMT CONT FENCE (INLET PROTECTION)	\$350.00	\$700.00	\$150.00	\$300.00	\$325.00	\$650.00	\$550.00	\$1,100.00
53	75	LF	ROCK FILTER DAMS (TY 3)	\$80.00	\$6,000.00	\$45.00	\$3,375.00	\$72.00	\$5,400.00	\$84.00	\$6,300.00
54	250	SY	CONSTRUCTING DETOURS	\$80.00	\$20,000.00	\$65.00	\$16,250.00	\$80.00	\$20,000.00	\$100.00	\$25,000.00
55	238	SY	CONC ISLAND (COLORED)	\$72.00	\$17,136.00	\$54.00	\$12,852.00	\$105.00	\$24,990.00	\$105.00	\$24,990.00
56	6,966	LF	CONC CURB (MONO) (TY I)	\$6.00	\$41,796.00	\$6.75	\$47,020.50	\$8.00	\$55,728.00	\$13.50	\$94,041.00
57	377	LF	CONC CURB (MOUNTABLE) (TY II)	\$25.00	\$9,425.00	\$16.25	\$6,126.25	\$9.00	\$3,393.00	\$25.00	\$9,425.00



				East Texas Bridge		Stateline Construction		Tatum Excavating		Longview Bridge & Road	
ITEM	QTY	UNIT	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
NO.				PRICE		PRICE		PRICE		PRICE	
58	835	LF	CONC CURB (TY I) (6")	\$25.00	\$20,875.00	\$12.00	\$10,020.00	\$26.00	\$21,710.00	\$18.00	\$15,030.00
59	295	SY	DRIVEWAYS (CONC) (6")	\$60.00	\$17,700.00	\$52.00	\$15,340.00	\$71.00	\$20,945.00	\$100.00	\$29,500.00
60	3,643	SY	CONC SIDEWALKS (4")	\$40.00	\$145,720.00	\$43.00	\$156,649.00	\$66.00	\$240,438.00	\$60.00	\$218,580.00
61	10	EA	CURB RAMPS (TY 2)	\$1,800.00	\$18,000.00	\$2,600.00	\$26,000.00	\$1,545.00	\$15,450.00	\$2,500.00	\$25,000.00
62	2	EA	CURB RAMPS (TY 7)	\$1,800.00	\$3,600.00	\$4,100.00	\$8,200.00	\$1,545.00	\$3,090.00	\$2,600.00	\$5,200.00
63	4	EA	CURB RAMPS (TY 10)	\$1,800.00	\$7,200.00	\$4,100.00	\$16,400.00	\$1,545.00	\$6,180.00	\$3,000.00	\$12,000.00
64	4	EA	CURB RAMPS (TY 21)	\$2,000.00	\$8,000.00	\$4,100.00	\$16,400.00	\$870.00	\$3,480.00	\$3,000.00	\$12,000.00
65	17	EA	IN RD IL AND POLE (SPECIAL)	\$4,300.00	\$73,100.00	\$4,225.00	\$71,825.00	\$3,690.00	\$62,730.00	\$10,000.00	\$170,000.00
66	6	EA	RELOCATE RD IL ASM (TRANS BASE)	\$2,400.00	\$14,400.00	\$2,465.00	\$14,790.00	\$660.00	\$3,960.00	\$7,000.00	\$42,000.00
67a	5,100	LF	CONDT (PVC) (2") (WIRE)	\$10.00	\$51,000.00		\$0.00	\$3.50	\$17,850.00	\$22.00	\$112,200.00
67b	1,055	LF	CONDT (PVC) (2") (WIRE) (BRIDGE)	\$16.00	\$16,880.00		\$0.00	\$3.50	\$3,692.50	\$22.00	\$23,210.00
68	1,060	LF	CONDT (PVC) (4")	\$7.00	\$7,420.00	\$15.25	\$16,165.00	\$4.95	\$5,247.00	\$33.00	\$34,980.00
69a	1	EA	CONNECT TO EXIST ELEC SERV	\$3,800.00	\$3,800.00		\$0.00	\$1,100.00	\$1,100.00	\$1,100.00	\$1,100.00
69b	1	EA	INSTALL NEW ELEC SERV	\$3,200.00	\$3,200.00		\$0.00	\$1,925.00	\$1,925.00	\$11,000.00	\$11,000.00
70	29	EA	IN SM RD SN SUP & AM	\$520.00	\$15,080.00	\$300.00	\$8,700.00	\$380.00	\$11,020.00	\$525.00	\$15,225.00
71	1	LS	WK ZN PAV MRK	\$2,000.00	\$2,000.00	\$880.00	\$880.00	\$881.00	\$881.00	\$15,000.00	\$15,000.00
72	1	LS	REFL PAV MRK TY I (Y) (4") (SLD)	\$9,200.00	\$9,200.00	\$8,800.00	\$8,800.00	\$9,366.60	\$9,366.60	\$11,000.00	\$11,000.00
73	1	LS	REFL PAV MRK TY I (W) (24") (SLD)	\$7,300.00	\$7,300.00	\$7,500.00	\$7,500.00	\$7,250.15	\$7,250.15	\$7,000.00	\$7,000.00
74	1	LS	REFL PAV MRK TY I (W) (4") (SLD)	\$2,000.00	\$2,000.00	\$950.00	\$950.00	\$902.25	\$902.25	\$3,300.00	\$3,300.00
75	1	LS	REFL PAV MRK TY I (W) (4") (BRK)	\$8,500.00	\$8,500.00	\$8,200.00	\$8,200.00	\$8,537.15	\$8,537.15	\$5,000.00	\$5,000.00
76	1	LS	REFL PAV MRK TY I (Y) (12") (SLD)	\$5,600.00	\$5,600.00	\$6,100.00	\$6,100.00	\$5,605.65	\$5,605.65	\$5,000.00	\$5,000.00
77	1	LS	REFL PAV MRK TY I (W) (8") (SLD)	\$5,000.00	\$5,000.00	\$5,100.00	\$5,100.00	\$4,885.00	\$4,885.00	\$4,000.00	\$4,000.00
78	1	LS	REFL PAV MRK TY I (SYMBOL)(THERMOPLASTIC)	\$9,000.00	\$9,000.00	\$8,500.00	\$8,500.00	\$8,691.00	\$8,691.00	\$33,000.00	\$33,000.00
79	1	LS	REFL PAV MRK TY I (WORD)(THERMOPLASTIC)	\$200.00	\$200.00	\$200.00	\$200.00	\$155.00	\$155.00	\$4,000.00	\$4,000.00
80	1	LS	PAV SURF PREP FOR MRK	\$1,100.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,100.00	\$1,100.00	\$8,000.00	\$8,000.00
81	794	LF	WATER MAIN (PVC C900) (8")	\$40.50	\$32,157.00	\$18.85	\$14,966.90	\$22.50	\$17,865.00	\$41.00	\$32,554.00
82	113	LF	WATER MAIN (DIP) (8")	\$55.00	\$6,215.00	\$38.00	\$4,294.00	\$45.15	\$5,101.95	\$56.00	\$6,328.00
83	291	LF	WATER MAIN (DIP) (8") (BORED)	\$75.00	\$21,825.00	\$63.00	\$18,333.00	\$76.00	\$22,116.00	\$80.00	\$23,280.00
84	1	EA	FIRE HYDRANT ASSEMBLY	\$5,000.00	\$5,000.00	\$3,565.00	\$3,565.00	\$4,325.00	\$4,325.00	\$5,000.00	\$5,000.00
85	1,500	LBS	DUCTILE IRON FITTINGS	\$2.15	\$3,225.00	\$4.10	\$6,150.00	\$5.00	\$7,500.00	\$3.00	\$4,500.00
85a	4	EA	INSTALL 8" WET CONNECTION	\$3,300.00	\$13,200.00	\$825.00	\$3,300.00	\$1,000.00	\$4,000.00	\$3,300.00	\$13,200.00
85b	4	EA	8" GATE VALVE	\$2,200.00	\$8,800.00	\$1,460.00	\$5,840.00	\$1,770.00	\$7,080.00	\$2,200.00	\$8,800.00
85c	1	EA	2" BLOW OFF ASSEMBLY	\$1,600.00	\$1,600.00	\$1,100.00	\$1,100.00	\$1,331.50	\$1,331.50	\$2,000.00	\$2,000.00
86	1	EA	12" X 8" TAPPING SADDLE AND VALVE	\$3,600.00	\$3,600.00	\$2,945.00	\$2,945.00	\$3,575.00	\$3,575.00	\$3,600.00	\$3,600.00
87	1	EA	8"X 8" TAPPING SLEEVE AND VALVE	\$3,400.00	\$3,400.00	\$2,395.00	\$2,395.00	\$2,900.00	\$2,900.00	\$3,400.00	\$3,400.00
Bridge Construction Items											
ITEM	QTY	UNIT	DESCRIPTION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
NO.				PRICE		PRICE		PRICE		PRICE	
88	2226	LF	DRILL SHAFT (36")	\$180.00	\$400,680.00	\$183.00	\$407,358.00	\$242.01	\$538,714.26	\$220.00	\$489,720.00
89	57.2	CY	CLASS "C" CONC. (Abut) (HPC)	\$850.00	\$48,620.00	\$975.00	\$55,770.00	\$989.00	\$56,570.80	\$900.00	\$51,480.00
90	184.2	CY	CLASS "C" CONC. (Cap) (HPC)	\$900.00	\$165,780.00	\$1,050.00	\$193,410.00	\$989.00	\$182,173.80	\$900.00	\$165,780.00
91	106.8	CY	CLASS "C" CONC. (Column) (HPC)	\$900.00	\$96,120.00	\$1,225.00	\$130,830.00	\$989.00	\$105,625.20	\$900.00	\$96,120.00
92	35158	SF	REINF CONC SLAB (HPC)	\$20.00	\$703,160.00	\$22.90	\$805,118.20	\$22.18	\$779,804.44	\$20.00	\$703,160.00
93	10542	SF	BRIDGE SIDEWALK (HPC)	\$6.50	\$68,523.00	\$12.75	\$134,410.50	\$11.55	\$121,760.10	\$10.50	\$110,691.00
94	130.2	CY	APPROACH SLAB (HPC)	\$535.00	\$69,657.00	\$6.95	\$904.89	\$572.00	\$74,474.40	\$520.00	\$67,704.00
95	4985.37	LF	PRESTR CONC GIRDER (TX28)	\$143.00	\$712,907.91	\$146.00	\$727,864.02	\$165.00	\$822,586.05	\$150.00	\$747,805.50
96	4077	SY	PENETRATING CONC SURFACE TREATMENT	\$4.50	\$18,346.50	\$15.25	\$62,174.25	\$4.50	\$18,346.50	\$4.00	\$16,308.00
97	742	LB	STR STEEL (MISC) (NON-BRIDGE) (BS-EJCP)	\$13.00	\$9,646.00	\$23.50	\$17,437.00	\$18.38	\$13,637.96	\$18.00	\$13,356.00
98	1004	LF	RAIL (C411) (HPC)	\$170.00	\$170,680.00	\$163.00	\$163,652.00	\$112.30	\$112,749.20	\$100.00	\$100,400.00
99	208	LF	SEALED EXPANSION JOINT (4")(SEJ-M)	\$110.00	\$22,880.00	\$95.00	\$19,760.00	\$71.50	\$14,872.00	\$65.00	\$13,520.00
100	1	LS	PERFORMANCE AND PAYMENT BOND	\$30,000.00	\$30,000.00	\$50,000.00	\$50,000.00	\$66,567.32	\$66,567.32	\$90,000.00	\$90,000.00
Total Amount of Base Bid-Items 1 through 100, inclusive				\$6,496,693.61		\$7,084,408.46		\$7,202,223.10		\$7,934,061.88	
67	6150	LF	CONDT (PVC) (2") (WIRE)			\$10.00	\$61,500.00				
69	2	EA	CONNECT TO EXIST ELEC SERV			\$3,800.00	\$7,600.00				
						TOTAL	\$7,153,508.46				





GIBSON LANE ALIGNMENT

Legend

- ROW
- - - Centerline
- OwnerParcel
- Sidewalk
- Bridge
- Pavement



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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/19/2020 4:58 PM

Lead Department: Fire Department **Action Officer:** Eric Schlotter, Fire Chief
Subject: Ordinance No. 2020-011 approving certain technical amendments to Chapter 6 "Alarms" of the Code of Ordinances.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The item before you, if approved, would make technical amendments to Ch. 6 Article II of the Code of Ordinances for the City of Texarkana, Texas.

As you are aware, the council recently approved a contract with PMAM for the administration of our alarm program. In preparing for PMAM to begin administering our alarm program, we realized there were technical changes needed in the ordinance. The changes are minor and are a result of the automation of the alarm program. The changes include:

- Removing language that states that notices shall be sent through the mail
- Removing language that states that an application shall be made in writing
- Removing excessive language in section 6-25(d)
- Removing the term multi-family as a permit option
- Removing the requirement to list the dates of birth and addresses of a permit holders additional responsible parties, reducing the number of responsible parties from 3 to 2, and adding language that makes this section only applicable to commercial permits
- Changing the renewal date from 30 days to 60 days
- Removing the requirement to complete a false alarm prevention checklist
- Removing the requirement to keep the permit at the alarm site

The changes, if approved, do not fundamentally change the alarm program and they do not have a financial impact.

Potential Options:

- Approve ordinance as presented
- Reject ordinance

Fiscal Implications:

There are no fiscal implications with this ordinance.

City of Texarkana, Texas

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. 2020-011 ORD amending Chapter 6 Alarms in code of ordinances (DOCX)
- b. 2020-011 ATTH 01 Ch. 6 Article II revisions in redline (DOC)
- c. 2020-011 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Eric Schlotter 02/19/2020 3:33 PM	Department Head Review	Completed
Municipal Prosecutor	Deborah Jones 02/20/2020 8:37 AM	Asst. City Attorney Review	Completed
City Attorney	Jeffery C. Lewis	City Attorney Review Completed	02/20/2020
City Manager	Shirley Jaster	City Manager Review Completed	02/20/2020
City Council	Jennifer Evans	Meeting	Completed 02/24/2020

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
Eric Schlotter briefed this agenda item.

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ORDINANCE NO. 2020 - 011

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING TECHNICAL AMENDMENTS TO CHAPTER 6, "ALARMS", SECTIONS 6-25(d), 6-27, 6-29(b), AND 6-30(j), OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, TO ADDRESS UTILIZATION OF ELECTRONIC PROCESSES IN THE ADMINISTRATION OF ALARM PERMITS, REVISIONS OF PERMIT CLASSIFICATIONS AND RENEWALS, AND REVISIONS TO REQUIREMENTS FOR COMMERCIAL PERMIT APPLICATIONS; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution 2019-113, the City Council authorized contracting with a Texas-based company for the administration of alarm permits and collection of alarm fees; and

WHEREAS, City Staff submits and recommends technical amendments to Chapter 6 of the Code of Ordinances to address utilization of electronic processes in the administration of alarm permits, revision of permit classifications and renewals, and revision of requirements for commercial permit applications.

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

SECTION 1: Section 6-25(d) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

- (d) The law enforcement authority may respond to an alarm even when the alarm system has no alarm permit on file with the alarm administrator according to the provisions contained herein. After the response, the owner of the alarm system will be given notice of the requirement for an alarm permit and the false alarm service fee provisions of section 6-33.

SECTION 2: Section 6-27, "Alarm permit application", of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

- (a) Application for an alarm permit authorizing the operation of an alarm system shall be made by a person having control over the property on which the alarm system is to be installed and operated. Such application shall be made to the alarm administrator on a form designated for that purpose. Each application must include the following information:
 - (1) The name, mailing address and telephone numbers of the person who will be the permit holder;
 - (2) Copies of the assumed name registration if the alarm site will be operated under an assumed name; the partnership registration, if any, and the names and addresses of all general partners if the permit holder is to be a partnership; or the corporate charter with the names and addresses of the officers and registered agents or the certificate of authorization from the secretary of state if the permit holder is to be a corporation;

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- (3) The street address of the property on which the alarm system is to be installed and operated;
 - (4) The classification of the alarm site as either residential or commercial;
 - (5) The number of alarm systems located at the alarm site and the classification of each of the alarm system as burglary, holdup, duress, panic or other and whether each is audible or silent;
 - (6) Any business name used for the alarm site;
 - (7) The type of business conducted at the alarm site;
 - (8) Any dangerous or special conditions present at the alarm site;
 - (9) The date of installation, conversion or takeover of the alarm system;
 - (10) The name, address and phone number of the alarm company performing the alarm system installation, conversion or takeover and responsible for providing repair service to the alarm system;
 - (11) The name, address and phone number of the alarm company monitoring the alarm system; and
 - (12) (For Commercial Permits Only) The names and telephone numbers of at least two (2) individuals who have agreed to the following: to receive notification of an alarm activation at any time; to arrive at the alarm site within 30 minutes after receiving a request from the law enforcement authority to do so; to grant access to the alarm site; and, if necessary, to deactivate the alarm system.
- (b) The application shall be signed by the applicant for the alarm permit acknowledging that the application has been read, and affirming the correctness and accuracy of the information given on the application.
- (c) The applicant shall sign a statement that the alarm site is in compliance with section 105-5 of the Land Development Code.

SECTION 3: Section 6-29(b) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

- (b) An alarm permit shall expire one year from the date of issuance, and must be renewed annually by submitting an updated application and an alarm permit renewal fee to the alarm administrator. The alarm administrator shall notify each alarm user of the need to renew at least sixty (60) days prior to the expiration of the alarm permit. It is the responsibility of the alarm user to submit an application prior to the alarm permit expiration date. Failure to renew will be classified as use of a nonregistered alarm system. A late fee shall be assessed if the renewal is more than thirty (30) days late.

SECTION 4: Section 6-30(j) of the Code of Ordinances of the City of Texarkana, Texas, is hereby deleted in its entirety, with the following notation substituted:

- (j) **Reserved.**

SECTION 5: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3, of the Charter of the City of Texarkana, Texas.

PUBLISH

SECTION 6: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **9th day of March, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2020-011 ATTH 01

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ARTICLE II. - PERMITS

Sec. 6-25. - Alarm permit; law enforcement response.

- (a) No alarm user shall operate, or cause to be operated, an alarm system at its alarm site without a valid alarm permit issued by the alarm administrator. A separate alarm permit is required for each alarm site.
- (b) A response, if any, made by the law enforcement authority to an alarm dispatch request shall be subject to the policies and procedures of the law enforcement authority.
- (c) The issuance of an alarm permit authorizing the use of an alarm system is not intended nor shall it create a contract, either express or implied, creating a duty or guarantee of response. Any and all liability and consequential damages resulting from the failure to respond to an alarm dispatch request is hereby disclaimed and governmental immunity, as provided by law, is retained.
- (d) The law enforcement authority may respond to an alarm even when the alarm system has no alarm permit on file with the alarm administrator according to the provisions contained herein. After the response, the owner of the alarm system will be given notice of the requirement for an alarm permit ~~and the false alarm service fee provisions of section 6-33. Such notice shall be sent by first-class mail through the United States Postal Service to the physical address of the alarm site. The notice shall contain a statement that outlines the requirement for an alarm permit and the procedures for obtaining an alarm permit. The notice shall advise the alarm system owner that the law enforcement authority may respond to any future alarms, and the owner of the alarm system is subject to a fine for violations of this section.~~
- (e) The law enforcement authority may respond to an alarm site where the alarm permit has been revoked. The owner of the alarm system is subject to a fine for violations of this section.
- (f) If an alarm site emits multiple false alarms within a 24-hour period, the law enforcement authority is not required to respond when it is apparent that the alarm system is malfunctioning resulting in multiple false alarms.

(Code 1961, § 3A-26; Ord. No. 151-02, § 1, 6-24-2002; Ord. No. 002-08, § 1, 1-28-2008)

Sec. 6-26. - Alarm systems in multifamily complexes.

- (a) A tenant in a multifamily complex with an alarm system shall obtain an alarm permit from the alarm administrator before operating or causing the operation of an alarm system in the tenant's residential unit.
- (b) The owner or property manager of a multifamily complex shall obtain a separate alarm permit for any alarm system operated in offices or common areas of the complex.
- (c) If an alarm system installed by an individual tenant in a multifamily complex unit is monitored, the tenant must provide the name, address and phone number of a representative of the owner or property manager who can grant access to the residential unit.
- (d) For the purpose of enforcing this chapter against an individual residential unit, the tenant is responsible for false alarms emitted from the alarm system in the tenant's residential unit.
- (e) Each residential unit shall be considered an alarm site.

(Code 1961, § 3A-27; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-27. - Alarm permit application.

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- (a) Application for an alarm permit authorizing the operation of an alarm system shall be made by a person having control over the property on which the alarm system is to be installed and operated. Such application shall be made ~~in writing~~ to the alarm administrator on a form designated for that purpose. Each application must include the following information:
- (1) The name, mailing address and telephone numbers of the person who will be the permit holder;
 - (2) Copies of the assumed name registration if the alarm site will be operated under an assumed name; the partnership registration, if any, and the names and addresses of all general partners if the permit holder is to be a partnership; or the corporate charter with the names and addresses of the officers and registered agents or the certificate of authorization from the secretary of state if the permit holder is to be a corporation;
 - (3) The street address of the property on which the alarm system is to be installed and operated;
 - (4) The classification of the alarm site as either residential, ~~multifamily~~ or commercial;
 - (5) The number of alarm systems located at the alarm site and the classification of each of the alarm system as burglary, holdup, duress, panic or other and whether each is audible or silent;
 - (6) Any business name used for the alarm site;
 - (7) The type of business conducted at the alarm site;
 - (8) Any dangerous or special conditions present at the alarm site;
 - (9) The date of installation, conversion or takeover of the alarm system;
 - (10) The name, address and phone number of the alarm company performing the alarm system installation, conversion or takeover and responsible for providing repair service to the alarm system;
 - (11) The name, address and phone number of the alarm company monitoring the alarm system; and
 - (12) (For Commercial Permits Only) The names, ~~dates of birth,~~ and ~~local~~ telephone numbers of at least ~~three-two (2)~~ individuals who have agreed to the following: to receive notification of an alarm activation at any time; and come to the alarm site within 30 minutes after receiving a request from the law enforcement authority to do so, grant access to the alarm site, and, if necessary, deactivate the alarm system.
- (b) The application shall be signed by the applicant for the alarm permit acknowledging that the application has been read, and affirming the correctness and accuracy of the information given on the application.
- (d) The applicant shall sign a statement that the alarm site is in compliance with section 105-5.

(Code 1961, § 3A-28; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-28. - Denial or revocation of alarm permit.

- (a) The alarm administrator may deny or revoke an alarm permit, as applicable, if it is determined that:
- (1) There is a false statement of a material matter in the application for an alarm permit;
 - (2) The applicant has failed to pay the fee for the alarm permit or alarm permit renewal as required by section 6-29;
 - (3) The permit holder has violated a provision of this chapter;
 - (4) The permit holder has failed to pay a service fee assessed under section 6-33 within 30 days of receiving notice to do so; or

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- (5) More than ten false alarms have been activated at an alarm site during a 12-month alarm permit period.
- (b) Within ten days of receipt of an application for an alarm permit, the alarm administrator shall issue an alarm permit or deny the application.
- (c) A person commits an offense if the person operates an alarm system during the period in which the alarm permit is revoked.
- (d) The alarm administrator shall provide at least 30 days written notice to the permit holder prior to revocation of the alarm permit.
- (e) Upon revocation of an alarm permit, the permit holder must wait for a period of six months from the date of revocation before applying for a new alarm permit.

(Code 1961, § 3A-29; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-29. - Alarm permit fee and term.

- (a) There shall be an annual fee for an alarm permit or alarm permit renewal for an alarm site. No refund of an alarm permit fee or alarm permit renewal fee will be made. The initial alarm permit fee must be submitted to the alarm administrator with the completed application for the alarm permit.
- (b) An alarm permit shall expire one year from the date of issuance, and must be renewed annually by submitting an updated application and an alarm permit renewal fee to the alarm administrator. The alarm administrator shall notify each alarm user of the need to renew at least ~~sixty (60)~~39 days prior to the expiration of the alarm permit. It is the responsibility of the alarm user to submit an application prior to the alarm permit expiration date. Failure to renew will be classified as use of a nonregistered alarm system. A late fee ~~shall be~~ assessed if the renewal is more than 30 days late.
- (c) An alarm permit cannot be transferred to another person or alarm site.
- (d) No annual fee for an alarm permit or alarm permit renewal will be assessed for an alarm site that houses a federal, state or local government agency.
- (e) The permit fees appearing in this section shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website.

(Code 1961, § 3A-30; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-30. - Duties of the permit holder.

- (a) The permit holder shall come or cause a representative to come to the alarm site within 30 minutes after receiving a request from the law enforcement authority to do so, grant access to the alarm site, and, if necessary, deactivate the alarm system.
- (b) The permit holder shall maintain the premises and the alarm system in a manner that will minimize or eliminate false alarms. Functional batteries for battery backup systems must be in place at all times to prevent false alarms due to power failure or power surge.
- (c) The permit holder shall not manually activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report.
- (d) The permit holder shall not manually activate a duress alarm or a panic alarm when a life threatening or emergency situation requiring law enforcement response does not exist.
- (e) The permit holder shall not manually activate a holdup alarm unless a robbery is in progress.
- (f) The permit holder shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than 15 minutes.

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Additionally, the audible alarm must not make a sound similar to that of a siren or any emergency vehicle or similar to that of a civil defense warning system.

- (g) The permit holder shall train all persons who may activate the alarm system in the proper operation of the alarm system.
- (h) The permit holder will be responsible for all fees and fines associated with the alarm permit or the operation of the alarm system.
- (i) The permit holder shall not use automatic voice dialers.
- ~~(j) Reserved.(j) — The permit holder shall keep the alarm permit at the alarm site and shall produce such alarm permit for inspection upon request of the law enforcement authority.~~
- (k) The permit holder shall maintain a set of written operating instructions for each alarm system at the alarm site.
- (l) The permit holder shall ensure that the alarm system is repaired within 72 hours of the time of notification by the alarm administrator that an alarm system is malfunctioning or causing potential excessive false alarms. The permit holder may cause the alarm system to be deactivated rather than having it repaired. If deactivated, the alarm system should not be reactivated until it has been repaired.
- (m) The permit holder shall file an amendment to the application whenever an individual listed under section 6-27(a)(12) of the application is unable or unwilling to perform the duties as set out therein. The permit holder shall amend the application so that at all times the application on file with the alarm administrator includes at least three individuals who are willing and able to perform the required duties.
- (n) The permit holder shall inform the alarm administrator of any change that alters any information listed on the alarm permit application within five business days of the change.

(Code 1961, § 3A-31; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-31. - Duties of alarm company.

- (a) Upon enactment of this chapter, alarm companies shall use control panels tested for conformance to the Security Industry Association (SIA) control panel standard features for false alarm reduction.
- (b) Upon enactment of this chapter, alarm companies shall not program alarm systems so that they are capable of sending one plus duress alarms. Alarm companies may continue to report one plus duress alarms received from alarm systems programmed with one plus duress prior to enactment of this chapter. However, upon enactment of this chapter when a takeover or conversion occurs, an alarm company must remove the one plus duress alarm capability from the alarm system.
- (c) Upon enactment of this chapter, alarm companies shall not install a device activating a holdup alarm which is a single nonrecessed button. An alarm company must remove all single action nonrecessed buttons when a takeover or conversion occurs.
- (d) An alarm company performing monitoring services shall:
 - (1) Attempt to verify every alarm signal, except a duress, panic or holdup alarm activation, before requesting law enforcement response to an alarm system signal;
 - (2) Communicate cancellations to the law enforcement authority immediately upon determination that a false dispatch has occurred;
 - (3) Communicate any available information (north, south, front, back, floor, etc.) about the location of the alarm; and
 - (4) Communicate type of alarm activation (silent or audible, interior or perimeter).

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- (e) An alarm company shall notify the law enforcement authority before performing mechanical or technical testing on a alarm system that may cause a false alarm dispatch.

(Code 1961, § 3A-32; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-32. - Alarm company license.

The alarm administrator may file a complaint with the state commission on private security when an alarm company fails to comply with the duties listed in section 6-31.

(Code 1961, § 3A-33; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-33. - False alarm service fee.

- (a) An alarm user shall pay a false alarm service fee for each false alarm emitted from an alarm site that is in excess of six false alarms within a 12-month alarm permit period. The false alarm fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.
- (b) No false alarm service fee will be assessed during the first 30 days on newly installed alarm systems. False alarms during that period will not be counted in determining when a false alarm service fee will be assessed.
- (c) If a false alarm is caused by a highly unusual weather condition, the false alarm will not be counted in determining when a false alarm service fee will be assessed. Highly unusual weather conditions include lightning storms, hurricane type winds in excess of 60 miles per hour, and other meteoric conditions which are not common to the city.
- (d) If an alarm site emits multiple false alarms within a 24-hour period and the permit holder can prove, in writing, that the false alarms were caused by a mechanical malfunction of the alarm system, then all multiple false alarms will be counted as one false alarm for the purpose of this section.
- (e) No false alarm service fee will be assessed for an alarm site that houses a federal, state or local government agency.

(Code 1961, § 3A-34; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-34. - Alarm system requirements.

No person shall install, cause to be installed, or permit to be installed any alarm system unless the requirements of this section are met:

- (1) Any local alarm system shall have a 15-minute shutoff and must not make a sound similar to that of a siren or any emergency vehicle or similar to that of a civil defense warning system.
- (2) No holdup alarm shall include a money-clip, pressure pad, or similar device which can cause activation inadvertently; and any holdup alarm shall be designated so that it may be activated only by intentional and deliberate human action.
- (3) No local alarm shall be activated by a holdup alarm.
- (4) No person shall use or permit the use of any telephone device or telephone attachment which automatically selects any telephone line leading into the communication center of the law enforcement authority or any number leading into the offices of the city and then transmits a prerecorded message or signal.

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- (5) No person shall use or permit the use of any alarm system which gives notification of the activation of an alarm system directly to the law enforcement authority by any means other than live human voice.
- (6) All alarm systems shall be equipped with a battery backup system.

(Code 1961, § 3A-35; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-35. - Violations.

- (a) A person commits an offense if the person violates by commission or omission any provision of this chapter that imposes upon the person a duty or responsibility.
- (b) It shall be unlawful and a violation of this chapter for any person to operate a nonregistered alarm system whether said alarm system is revoked or never acquired.
- (c) It shall be unlawful and a violation of this chapter for a permit holder to fail to comply with the duties listed in section 6-30.
- (d) It shall be unlawful and a violation of this chapter for any alarm company to fail to comply with the duties listed in section 6-31.
- (e) The penalty for a violation of the chapter shall be a fine of not less than \$100.00 nor more than \$500.00.
- (f) Each day a violation shall be permitted to exist shall constitute a separate offense.
- (g) Proof of a culpable mental state is not required for conviction of an offense or violation under this chapter. It is the intent of the city to dispense with the requirement of any culpable mental state in prosecutions filed hereunder.

(Code 1961, § 3A-36; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-36. - Appeal of service fee, denial or revocation of alarm permit.

- (a) Any permit holder assessed a service fee under section 6-33 may appeal the decision of the alarm administrator to the chief of police within ten days of receipt of notice of assessment of such fee and in the same manner for other appeals provided for herein.
- (b) If the alarm administrator refuses to issue or renew an alarm permit, or revokes an alarm permit, written notice shall be sent to the applicant or permit holder by certified mail, return receipt requested. The notice shall include:
 - (1) The specific dates on which there have been false alarm dispatches from the alarm system, if revocation is based upon section 6-28(a)(5);
 - (2) The amount of any service fees assessed under section 6-33 that are due and owing and the date such fees were incurred, if revocation is based upon section 6-28(a)(4);
 - (3) That the applicant or permit holder may appeal the decision of the alarm administrator to the chief of police by filing with the chief of police a written request for a hearing, setting forth the reasons for the appeal, within ten days after receipt of the notice from the alarm administrator;
 - (4) That if a request for an appeal hearing is not made within the ten-day period, the action of the alarm administrator is final; and
 - (5) That the filing of a request for an appeal hearing with the chief of police stays an action of the alarm administrator in revoking an alarm permit until the chief of police makes a final decision.
- (c) The chief of police shall set a time and place for the appeal hearing within 20 days of a request. Notice of the appeal hearing shall be served upon the applicant or permit holder by certified mail,

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return receipt requested. The chief of police shall hear the appeal and consider evidence by any interested person. The formal rules of evidence do not apply at such an appeal hearing. All parties to the hearing shall have the right to present evidence and shall have the right of cross-examination. The chief of police shall make the chief of police decision based upon a preponderance of the evidence within ten days after the appeal hearing. The chief of police shall affirm, reverse or modify the action of the alarm administrator. The decision of the chief of police is final as to administrative remedies with the city.

(Code 1961, § 3A-37; Ord. No. 151-02, § 1, 6-24-2002)

Sec. 6-37. - Confidentiality.

To the extent allowed by law, the city shall treat all information on the application for an alarm permit as confidential; provided, however, that nothing in this chapter shall prohibit the use of such information for legitimate purposes relating to the health, safety and well-being of the community and for enforcement of the terms and provisions of this chapter.

(Code 1961, § 3A-38; Ord. No. 151-02, § 1, 6-24-2002)

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:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/20/2020 11:31 AM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2020-018 amending PD-18-2(C) for revision to the site plan to
allow new signage for a collision center on Lot 1, Block 2, Classic Auto Park
East Subdivision, located at 924 Kenwood Road. Gregg Orr, applicant. MTG
Subject: Engineers & Surveyors, agent.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Amendment to PD-18-2(C): This is a request for a revision to the site plan by Gregg Orr, owner, and Kayla Wood, MTG Engineers & Surveyors, agent, on Lot 1, Block 2, Classic Auto Park East, located at 924 Kenwood Road. The proposed use is a sign for a collision center for Mr. Orr that is currently under construction. See attached site plan for exact location.

The adjacent zoning is Planned Development-General Retail to the north and east, Planned Development-Commercial to the west and General Retail to the south. The adjacent land use is a restaurant (Golden Corral) to the north, vacant land to the south and Gregg Orr's development and property to the west.

This new development which includes the collision center, an RV sales building and marine service center are being constructed in phases. The site plan for these uses was previously approved by the Planning and Zoning Commission and City Council. However, the signage for the collision center was not included in that approval process.

The collision center is being constructed along the new extension of Kenwood Road which is presently under construction. Since the collision center does not front on Mall Drive and is located behind the Golden Corral restaurant, Mr. Orr is wanting as much visibility as possible from Mall Drive. This request for signage for this new business is to allow a 35' internally lit pole sign to be located at the northwest corner of the site. The applicant has submitted a rendering of the proposed signage (see attached Exhibit 'A').

Staff recommends for approval of the proposed 35' pole signage.

All notification and application requirements have been met to consider this request.

Potential Options:

City of Texarkana, Texas

“None”

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of the proposed 35' pole signage.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of the request.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2020

Attachments

- a. 2020-018 ORD amending site plan to allow signage (DOCX)
- b. 2020-018 EXH 'A' (sign rendering) (PDF)
- c. 2020-018 ATTH 01 (Maps) (PDF)
- d. 2020-018 ATTH 02 (site plan showing sign location) (PDF)
- e. 2020-018 ATTH 03 (photo of site) (PDF)
- f. 2020-018 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	02/13/2020 3:29 PM	
City Manager	Shirley Jaster	City Manager Review Completed
4:40 PM		02/13/2020
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		02/24/2020

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
David Orr briefed this agenda item.

Amendment to
PD-18-2(C)

ORDINANCE NO. 2020-018

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-18-2(C) FOR REVISION TO THE SITE PLAN TO ALLOW SIGNAGE FOR A COLLISION CENTER LOCATED ON A PORTION OF AN 8.04 ACRE TRACT OF LAND IN THE GEORGE BRINLEE HRS, A-18 (LOT 1, BLOCK 2, CLASSIC AUTO PARK EAST), LOCATED AT 924 KENWOOD 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 a **revision to the site plan to allow signage for a collision center (Exhibit ‘A’)** on a portion of an 8.04 acre tract of land in the George Brinlee HRS, A-18 (Lot 1, Block 2, Classic Auto Park East), located at 924 Kenwood Road in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-18-2(C)] and approval of the sign **(Exhibit ‘A’)** would constitute an amendment to PD-18-2(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 six (6) to zero (0) to recommend approval of the petition for revision to the site plan to allow signage (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 revision to the site plan to allow signage **(Exhibit ‘A’)** for a collision center on a portion of an 8.04 acre tract of land in the George Brinlee HRS, A-18 (Lot 1, Block 2, Classic Auto Park East), located at 924 Kenwood Road in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-18-2(C).

Attachment: 2020-018 ORD amending site plan to allow signage (2224 : 2020-018 ORD amending PD-18-2(C) for revision to site plan at 924

SECTION 2: PD-18-2(C) is hereby amended for a revision to the site plan to allow the following type of signage for a collision center (**Exhibit ‘A’**), incorporated herein by reference for all purposes:

- A 35’ internally lit pole sign to be located at the northwest corner of the collision center 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: 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 **9th day of March, 2020.**

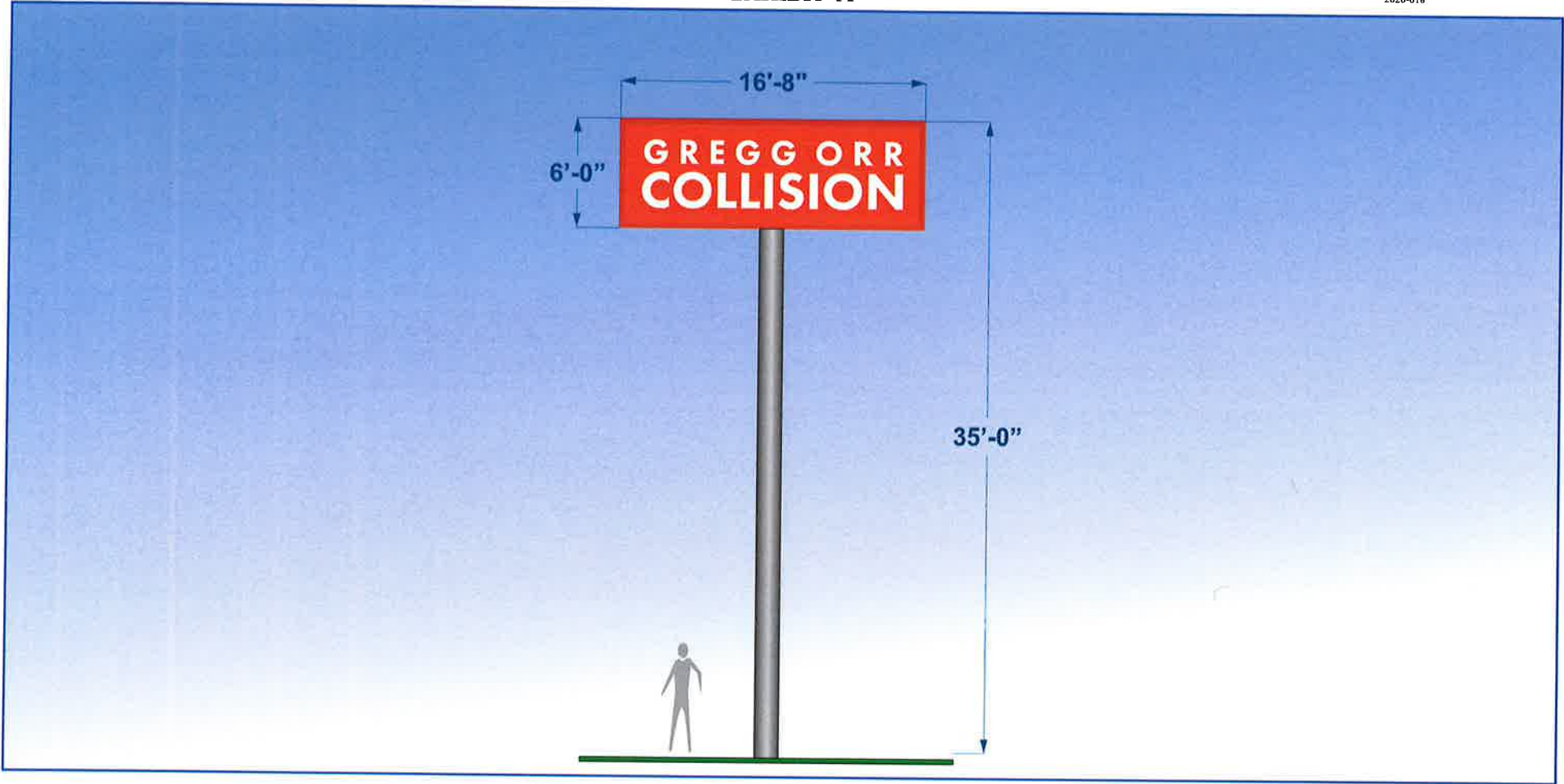
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT 'A'

2020-018



Gregg Orr Collision

Gregg Orr Collision	Customer Approval	Notes:
File: Gregg Orr Collision		
Date: 12-17-19		
Customer: Gregg Orr	Change As Noted	
Location: Texarkana TX		
		This is an original, unpublished drawing. It is not to be reproduced, copied, or edited in any fashion without written permission from White Sign Company. This drawing may contain copyrighted designs furnished to White Sign Company by the customer, all other designs herein are the property of White Sign Company.
		© Copyright 2019



All electrical components will be UL approved, all wiring will comply with UL & NEC requirements.

Signs will bear the UL mark.

All signs will be engineered to meet or exceed local wind load requirements.



Main Office
3501 Stoneledge Dr.
Texarkana, TX 75503
903 280 7849

WHITESIGN.com

Attachment: 2020-018 EXH 'A' (sign rendering) (2224 : 2020-018 ORD amending PD-18-2(C) for revision to

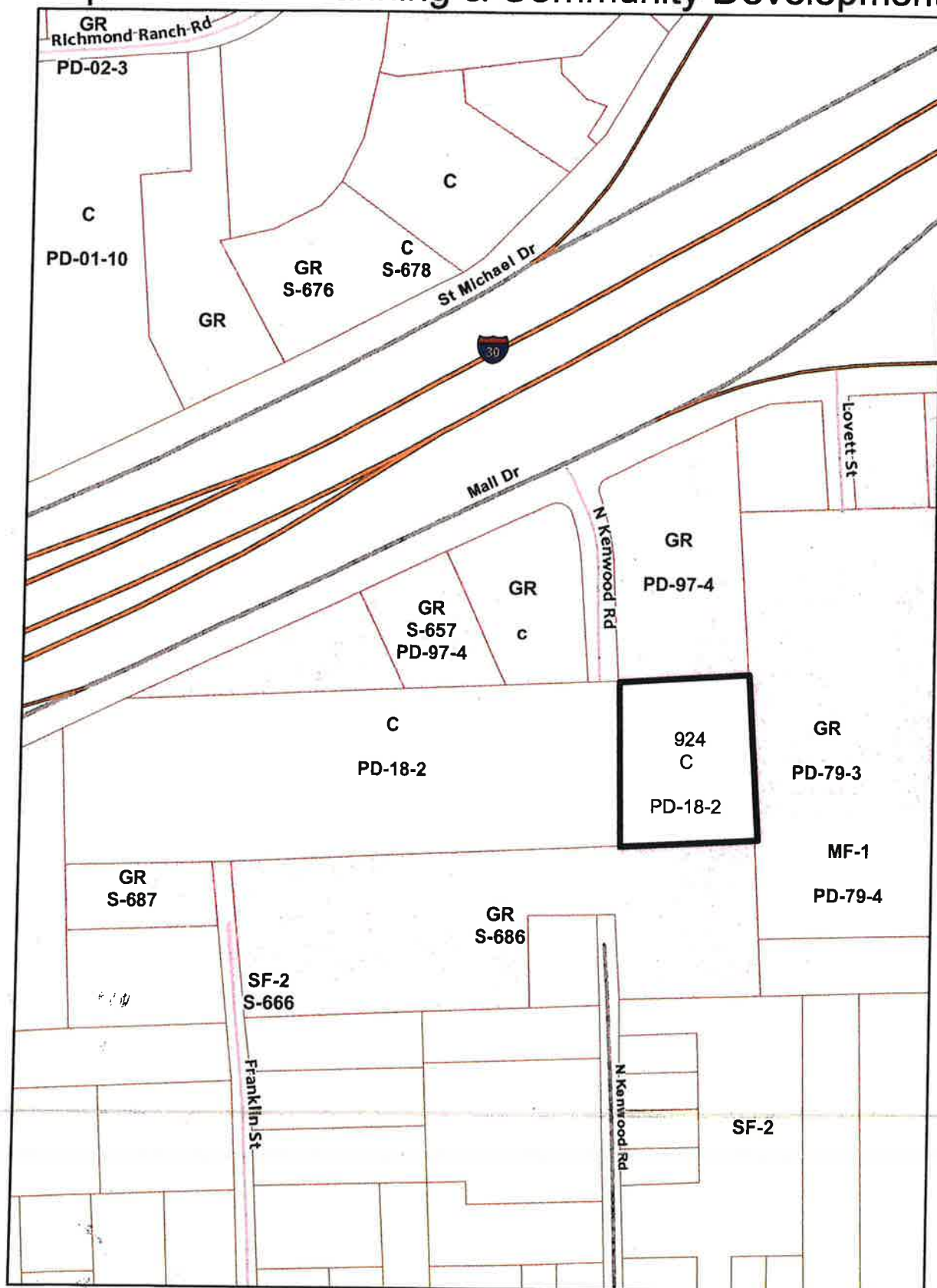
924 Kenwood Drive

2020-018

9.2.c

ATTH 01

Department of Planning & Community Development

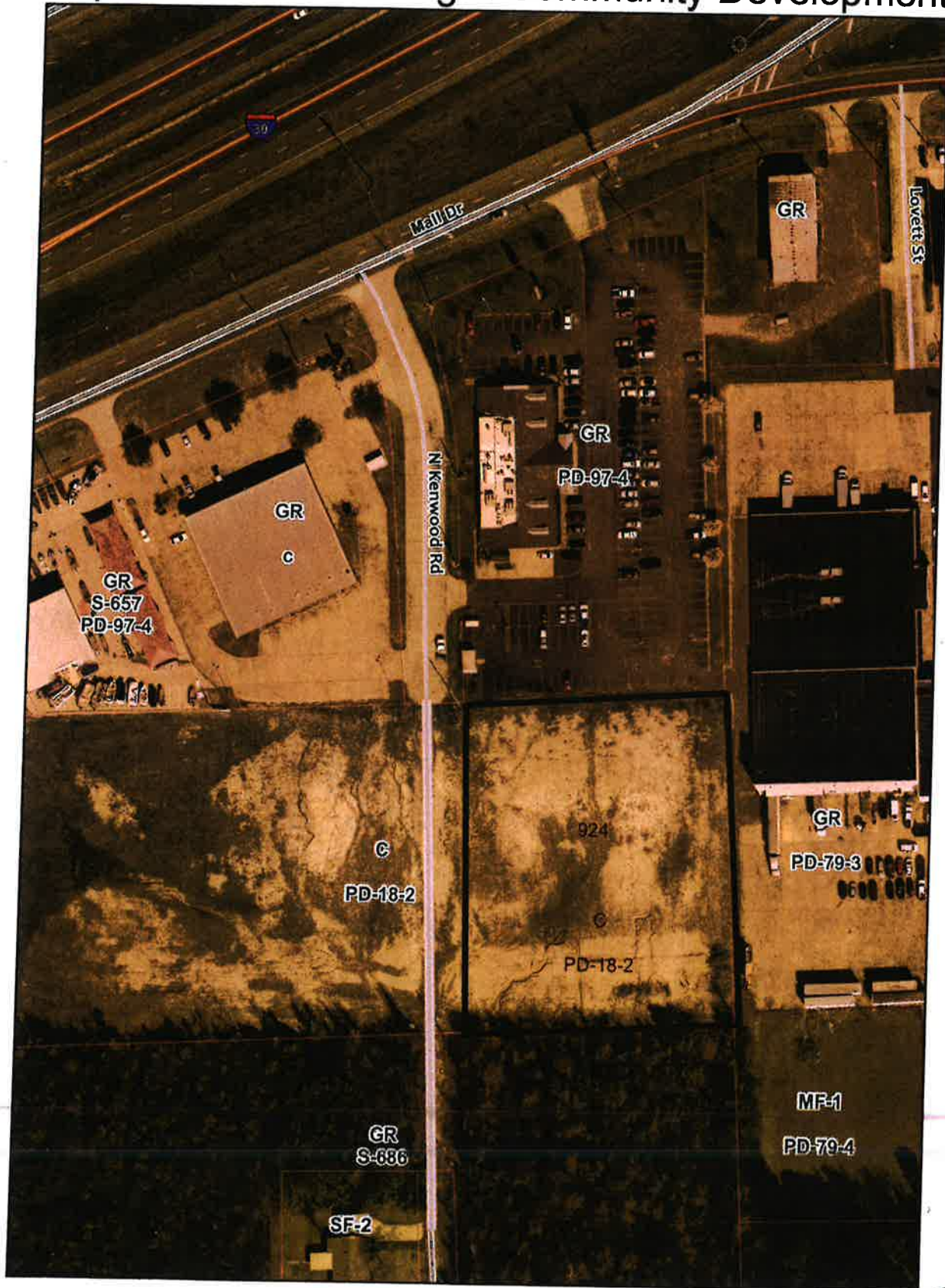


1:3,000



Attachment: 2020-018 ATTH 01 (Maps) (2224 : 2020-018 ORD amending PD-18-2(C) for revision to site plan at 924 Kenwood Rd.)

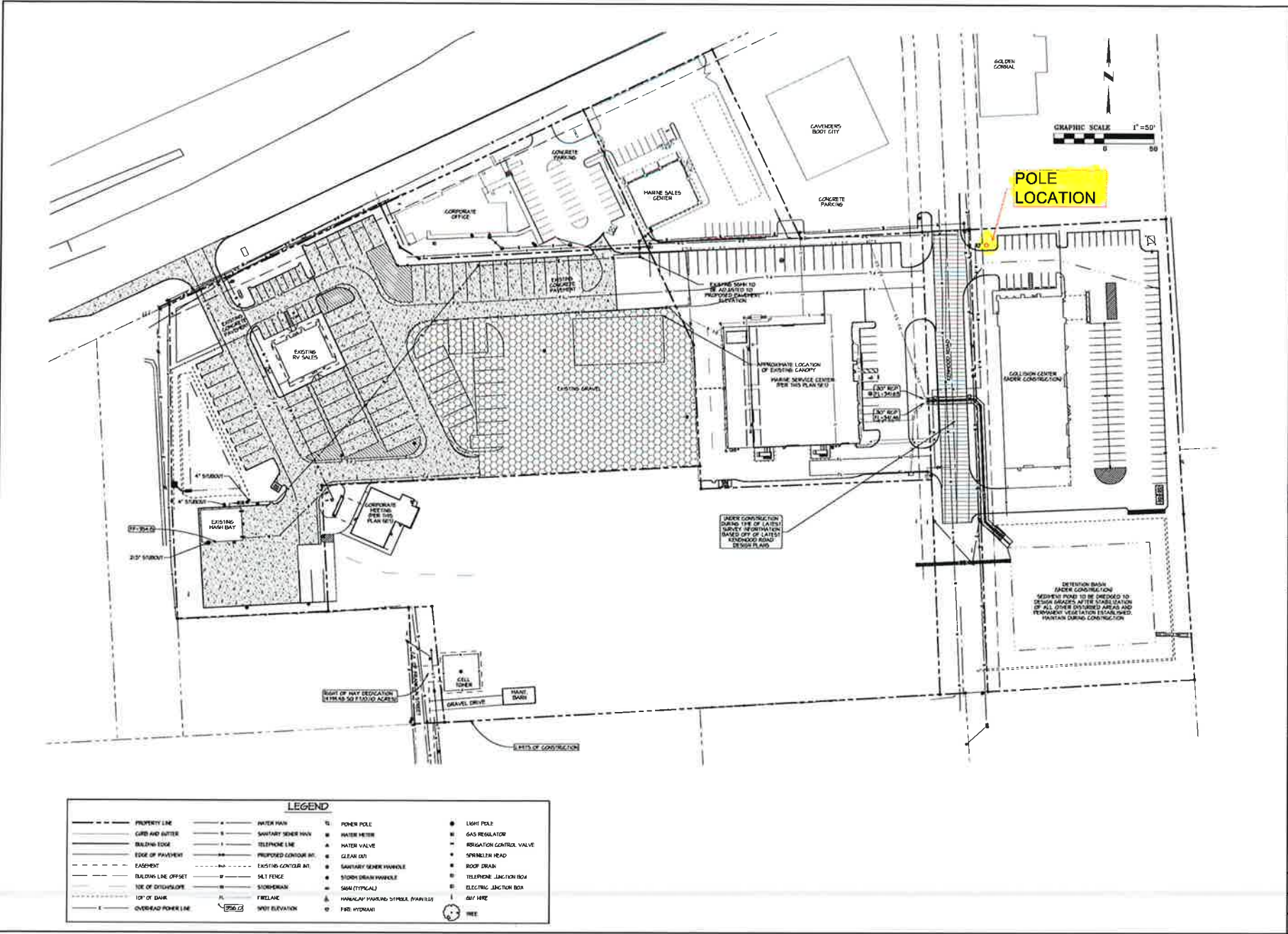
924 Kenwood Drive Department of Planning & Community Development



1:1,500



Attachment: 2020-018 ATTH 01 (Maps) (2224 : 2020-018 ORD amending PD-18-2(C) for revision to site plan at 924 Kenwood Rd.)



MTG
engineers & architects

12/14/2019

OVERALL MASTER PLAN

MARINE SERVICE AND CORP MEETING
TEXARKANA, TX
GREGG ORR

12/14/2019

166034

C2

Attachment: 2020-018 ATTH 02 (site plan showing sign location) (2224 : 2020-018 ORD amending PD-18-

924 N. Kenwood Rd.
City of Texarkana, Texas

2020-018 (ATTH 03)



Attachment: 2020-018 ATTH 03 (photo of site) (2224 : 2020-018 ORD amending PD-18-2(C) for revision to

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:

NA

No Additional

Other Potential Impacts:

NA

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	☒	Sign Posted

Other:

Attachment: 2020-018 Goals & Perspectives (2224 : 2020-018 ORD amending PD-18-2(C) for revision to site plan at 924 Kenwood Rd.)

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 2/14/2020 10:39 AM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2020-019 granting a Specific Use Permit to allow a tattoo studio
in a tenant space located at 3216 Texas Boulevard (Lots 7 & 8, Block 29, Ghio-
Fish Boulevard Addition). Bryan Callaway, applicant. Joaquin Hernandez,
Subject: agent.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

S-713: This is a request by Bryan Callaway, owner, and Joaquin Hernandez, agent, for a Specific Use Permit, SUP, to allow a tattoo studio and art studio/gallery on Lots 7 & 8, Block 29, Ghio-Fish Boulevard Addition, located at 3216 Texas Boulevard. This is a vacant tenant space in a strip center that is owned by Mr. Callaway. This request is to add the one additional use of a tattoo studio. The proposed tenant, Mr. Hernandez, has indicated that he also plans to utilize this space as an art studio and gallery which will be the primary use of the property. Mr. Hernandez also has stated that clients will be seen by appointment only.

The adjacent zoning is General Retail to the north, west and south and Town House zoning to the east. The adjacent land use is an automobile repair shop to the north, a city building to the south (former fire station), residences to the west and a townhouse development under construction to the east.

This property is zoned General Retail. A Specific Use Permit is required to allow the one additional use of a tattoo studio in this zoning district. The tattooing and art studio/gallery will be by appointment only. Mr. Hernandez indicated that he would only do one appointment per day. The application of permanent cosmetics is also considered a tattoo as well as any inked body art. The State of Texas will regulate this business as to licensing and other health related issues. This request meets all city requirements to allow the one additional use of a tattoo studio on this property. It appears that there is adequate parking for this business.

Staff recommends for approval of this request with the following stipulations:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and

City of Texarkana, Texas

City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).

2. That any tattooing will be by "appointment only".
3. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
4. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
5. That the sale of tobacco products or drug paraphernalia is prohibited.
6. That any remodeling of the current building meets all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art is allowed.
8. No loitering allowed.

Potential Options:

"None"

Fiscal Implications:

None

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 of the Specific Use Permit with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2020

Attachments

- a. 2020-019 ORD granting SUP for tattoo studio at 3216 Texas (DOCX)
- b. 2020-019 ATTH 01 (Maps) (PDF)
- c. 2020-019 ATTH 02 (photo of site) (PDF)
- d. 2020-019 ATTH 03 (photos of exterior, logo, paintings, tattoos) (PDF)
- e. 2020-019 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	02/13/2020 3:30 PM	
City Manager Shirley Jaster	City Manager Review Completed	02/20/2020
10:43 AM		

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

02/24/2020

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
David Orr briefed this agenda item.

ORDINANCE NO. 2020-019

S-713

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-713 TO ALLOW THE ONE ADDITIONAL USE OF A TATTOO STUDIO ON LOTS 7 & 8, BLOCK 29, GHIO-FISH BOULEVARD ADDITION, LOCATED IN A TENANT SPACE AT 3216 TEXAS BOULEVARD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the **one additional use of a tattoo studio** on Lots 7 & 8, Block 29, Ghio-Fish Boulevard Addition, , located in a tenant space at 3216 Texas Boulevard, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously six (6) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of tattoo studio** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-713 to allow the one additional use of a tattoo studio on Lots 7 & 8, Block 29, Ghio-Fish Boulevard Addition, located in a tenant space at 3216 Texas Boulevard** in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That any tattooing will be by “appointment only”.
3. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
4. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
5. That the sale of tobacco products or drug paraphernalia is prohibited.
6. That any remodeling of the current building meets all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art is allowed.
8. No loitering allowed.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **9th day of March, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

3216 Texas Blvd. Department of Planning & Community Development



Attachment: 2020-019 ATTH 01 (Maps) (2225 : 2020-019 ORD granting SUP for tato studio at 3216 Texas Blvd.)



3216 TEXAS BLVD
CITY OF TEXARKANA, TEXAS



Attachment: 2020-019 ATTH 01 (Maps) (2225 : 2020-019 ORD granting SUP for tatoo studio at 3216 Texas Blvd.)

Scale: 1:819



2020-019 ATTH02

3216 Texas Blvd.



Attachment: 2020-019 ATTH 02 (photo of site) (2225 : 2020-019 ORD granting SUP for tattoo studio at 3216 Texas Blvd.)



Exterior façade of Merchant House will be extended to studio so look will be uniform. Front of tenant space will be glass

9.3.d

2020-019 (ATTH 03)



Attachment: 2020-019 ATTH 03 (photos of exterior, logo, paintings, tattoos) (2225 : 2020-019 ORD

LOGO

B L A C K P I N E S





Sample of building interior



Sample of building interior



Sample of art work

2020-019 (ATTH 03)



Sample of tattoo

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:

NA

No Additional

Other Potential Impacts:

NA

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	☒	Sign Posted

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/13/2020 3:53 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2020-020 rezoning the south 1/2 of Lot 1, Flower Acres Second
Subject: Addition, located at 2720 Phillips Lane. Single Family-2 to Single Family-3.
Terry Davis, applicant.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Z-20-1: This is a request by Terry Davis, owner, to rezone the south ½ of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane from Single Family-2 to Single Family-3. The property is currently vacant land.

The adjacent zoning is Single Family-2 to the north, east and west and Single Family-1 to the south. The adjacent land use is vacant land to the north and south, and residences to the east and west.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

There is a large parcel of land located a block away to the west that is zoned Single Family 3 and a block to the east are more parcels zoned Single Family 3. HUD code double wide manufactured housing looks like some of the existing frame pier and beam houses in the area. This type housing could also be a revitalization housing alternative to traditional site-built homes. Therefore, staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

All notification and application requirements have been met to consider this request.

Potential Options:

City of Texarkana, Texas

“None”

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2020

Attachments

- a. 2020-020 ORD rezoning 2720 Phillips Lane (DOCX)
- b. 2020-020 ATTH 01 (Maps) (PDF)
- c. 2020-020 ATTH 02 (photo of site) (PDF)
- d. 2020-020 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	02/13/2020 3:36 PM	
City Manager	Shirley Jaster	City Manager Review Completed
4:49 PM		02/13/2020
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		02/24/2020

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
David Orr briefed this agenda item.

ORDINANCE NO. 2020-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING THE SOUTH 1/2 OF LOT 21, FLOWER ACRES SECOND ADDITION, LOCATED AT 2720 PHILLIPS LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone the south 1/2 of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously six (6) to zero (0) to recommend the application for rezoning from Single Family-2 to Single Family-3 on the south 1/2 of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane** to the City Council 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 rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone the south 1/2 of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**.

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: 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 **9th day of March, 2020.**

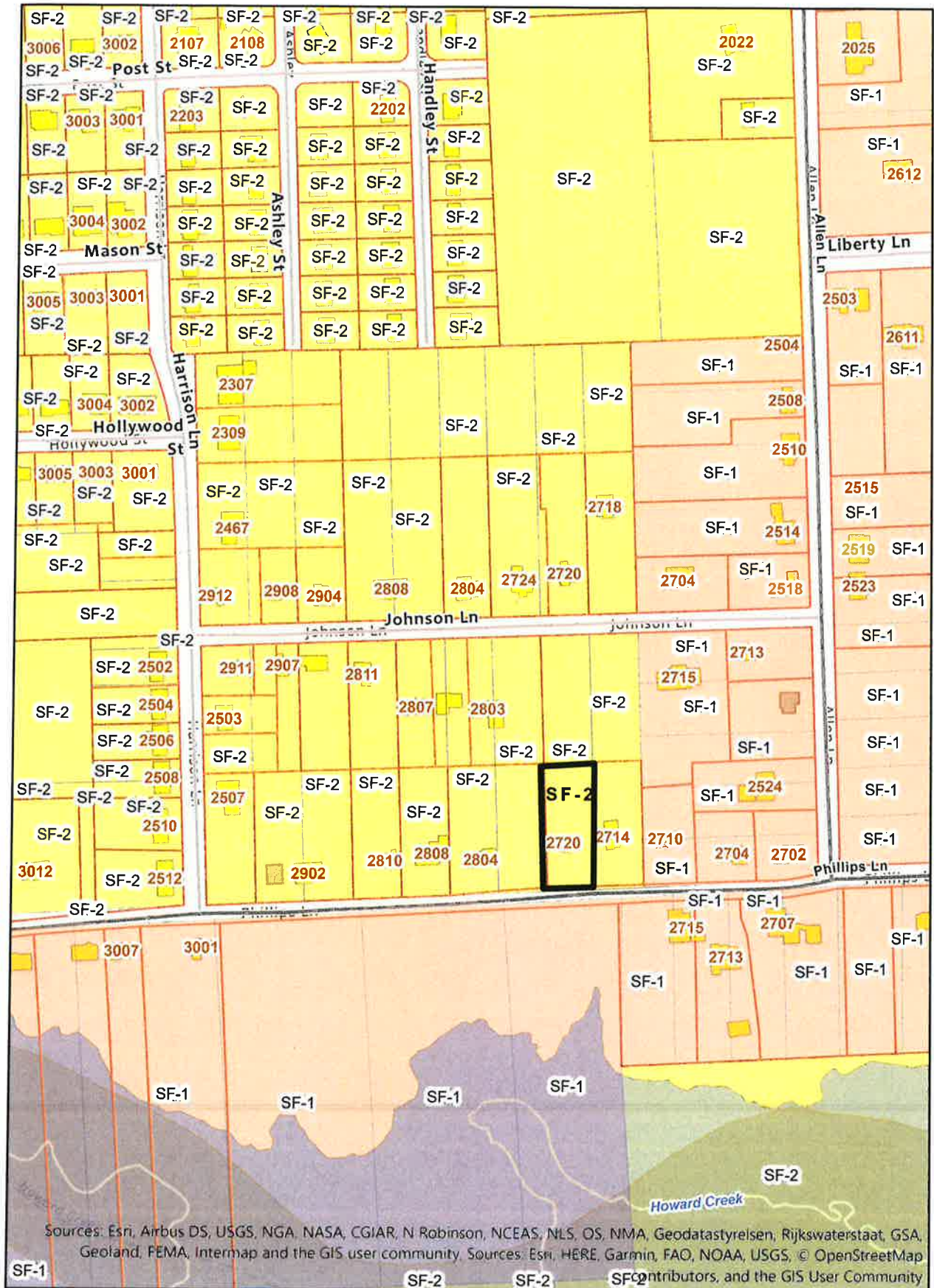
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2720 PHILLIPS LANE CITY OF TEXARKANA, TEXAS

2020-020 (ATTH 01)



Scale: 1:3,500

Attachment: 2020-020 ATTH 01 (Maps) (2226 : 2020-020 ORD rezoning 2720 Phillips Lane)



2720 PHILLIPS LANE
CITY OF TEXARKANA, TEXAS

2020-020 (ATTH 01)



Attachment: 2020-020 ATTH 01 (Maps) (2226 : 2020-020 ORD rezoning 2720 Phillips Lane)

Scale: 1:2,000



2720 Phillips Lane
City of Texarkana, Texas



Attachment: 2020-020 ATTH 02 (photo of site) (2226 : 2020-020 ORD rezoning 2720 Phillips Lane)

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:

NA

No Additional

Other Potential Impacts:

NA

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	☒	Sign Posted

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 2/13/2020 3:52 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2020-021 granting a Specific Use Permit to allow a double wide HUD code manufactured home on the south 1/2 of Lot 1, Flower Acres Second Addition, located at 2720 Phillips Lane. Terry Davis, applicant.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

S-714: This is a request by Terry Davis, owner, for a Specific Use Permit to allow the use of a double wide HUD code manufactured home as a residence on the south ½ of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane.

The adjacent zoning is Single Family-2 to the north, east and west and Single Family-1 to the south. The adjacent land use is vacant land to the north and south, and residences to the east and west.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommends for approval of this request with the following stipulations:

1. That a 2019 or newer 4-bedroom, 2 bath HUD code manufactured home be allowed on this property. See attached floor plan (Exhibit 'A').
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.

City of Texarkana, Texas

6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

All notification and application requirements have been met to consider this request.

Potential Options:

“None”

Fiscal Implications:

None

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 approved this request with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

February 3, 2020

Attachments

- a. 2020-021 ORD granting SUP at 2720 Phillips Ln. (DOCX)
- b. 2020-021 EXH 'A' (floor plan of manf. home) (PDF)
- c. 2020-021 ATTH 01 (Maps) (PDF)
- d. 2020-021 ATTH 02 (photo of site) (PDF)
- e. 2020-021 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	02/13/2020 3:54 PM	
City Manager	Shirley Jaster	City Manager Review Completed
4:51 PM		02/13/2020
City Council	Jennifer Evans	Meeting Completed
6:00 PM		02/24/2020

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
David Orr briefed this agenda item.

ORDINANCE NO. 2020-021

S-714

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-714 TO ALLOW THE LOCATION OF A DOUBLE WIDE HUD CODE MANUFACTURED HOME ON THE SOUTH 1/2 OF LOT 21, FLOWER ACRES SECOND ADDITION, LOCATED AT 2720 PHILLIPS LANE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the **location of a double wide HUD code manufactured home** on the south 1/2 of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously six (6) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a double wide HUD code manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-714 to allow the location of a double wide HUD code manufactured home on the south 1/2 of Lot 21, Flower Acres Second Addition, located at 2720 Phillips Lane** in the City of Texarkana, Bowie County, Texas.

Attachment: 2020-021 ORD granting SUP at 2720 Phillips Ln. (2227 : 2020-021 ORD granting a SUP 2720 Phillips Ln)

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2019 or newer 4-bedroom, 2 bath HUD code manufactured home be allowed on this property. See attached floor plan (**Exhibit 'A'**).
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas, codes.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

SECTION 5: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **9th day of March, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXH 'A'

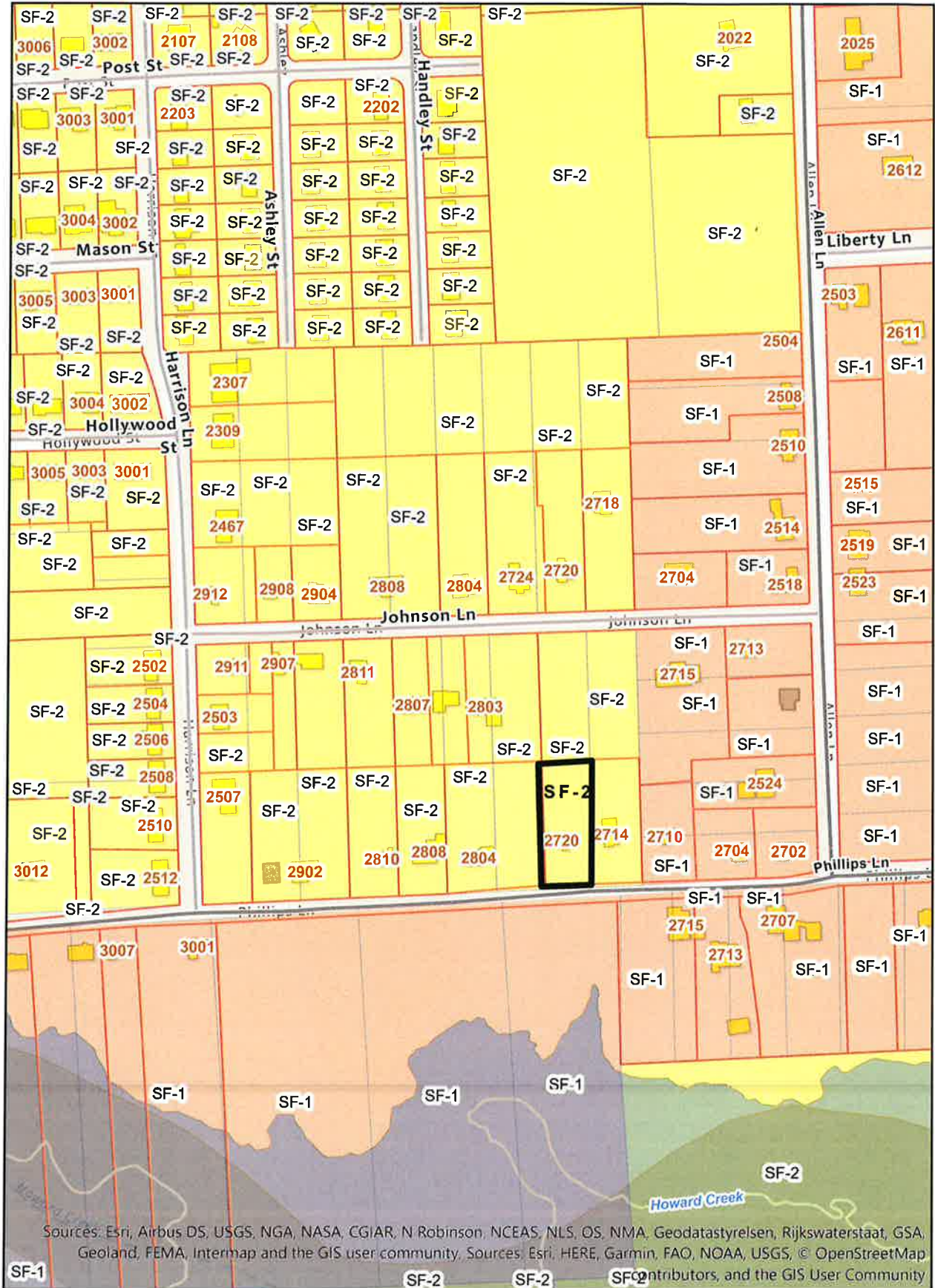
2020-021



**Greg Tilley's
"The Choice"**
28X76 4 Bed / 2 Bath / Family Room
2,016 SQ. Ft.

**2720 PHILLIPS LANE
CITY OF TEXARKANA, TEXAS**

2020-021 (ATTH 01)



Attachment: 2020-021 ATTH 01 (Maps) (2227 : 2020-021 ORD granting a SUP 2720 Phillips Ln)



Scale: 1:3,500



2510

2515

2514

2519

2523

2518

2704

2720

2724

2804

2718

Johnson Ln

2713

2715

2807

2805

2803

2720

SF-2

2714

2710

2524

2704

2702

2808

2804

Allen Ln

Phillips Ln

2715

2707

2713

Howard Creek

Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, ON, NIMA, Geonast, Telser, Eriswatersat, ESA, Geoland, FEMA, Intermap and the GIS user community. Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, & OpenStreetMap contributors and the GIS User Community

Attachment: 2020-021 ATTH 01 (Maps) (2227 : 2020-021 ORD granting a SUP 2720 Phillips Ln)



Scale: 1:2,000



2720 Phillips Lane
City of Texarkana, Texas



Attachment: 2020-021 ATTH 02 (photo of site) (2227 : 2020-021 ORD granting a SUP 2720 Phillips Ln)

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:

NA

No Additional

Other Potential Impacts:

NA

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	☒	Sign Posted

Other:

Attachment: 2020-021 Goals & Perspectives (2227 : 2020-021 ORD granting a SUP 2720 Phillips Ln)

City of Texarkana, Texas

Version: A

Update Date: 2/20/2020 11:32 AM

Briefing Sheet

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel
Ordinance No. 2020-023 amending the Code of Ordinances/Electrical Code sections 105-163 [electrical inspector appointment and vacancy], 105-231 [administrative review of electrical inspector decision], and 105-235 [compliance inspections], adding section 105-194 [penalty for violation of article], and repealing sections 105-229, 105-230, 105-232, 105-233, and 105-234.

Subject: 234.

Briefing: 3/9/2020 **Public Hearing:** 3/9/2020 **Council Vote:** 3/9/2020

Item ScheduleSchedule 2: Brief once - vote once (two weeks)**Updates/History of Briefing:**Not Applicable.**Executive Summary and Background Information:**

The Electrical Code contained in Chapter 105 of the Land Development Code contains provisions that have not been used in several years and need to be revised.

In the past, the electrician licenses were handled by an electrical board that was nominated by the mayor and confirmed by a majority vote of the city council. The electrical board would issue the license exams, grade the exams, and be in control of all electrical licenses at the city level. The City no longer needs a standing examining board relating to the electrical code and licensures since all licenses, exams, and certifications go through the state level.

Also in the past, if there was a discrepancy between a decision of the electrical inspector and an electrician, the discrepancy would be brought before the electrical board. For the past several years, if there is a disagreement between the electrical inspector and an electrician, both have access through the internet and phone to experts on the National Electric Code and the International Building Code, of which both are adopted by the City. Therefore Section 105-231 of the ordinance is being amended to where any discrepancies can be solved within the inspection's office.

Section 105-194 "Penalty for violation of article" is amended to state, "Such violations of any provision of this article that govern public health and sanitation, upon conviction, shall be fined in an amount not to exceed \$2,000." Staff recommends a steeper penalty for violations of articles that are a danger to public health.

Potential Options:

- Approve amendments to the Code of Ordinances.
- Disapprove the amendments to the Code of Ordinances.

City of Texarkana, Texas

Fiscal Implications:

None.

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. 2020-023 Ord Electrical Code Changes (jcl rev 3) (DOCX)
- b. 2020-023 ATTH 01 Red Line Version (DOCX)
- c. 2020-023 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	
Completed	02/19/2020 11:41 AM		
Municipal Prosecutor Jennifer Evans	Asst. City Attorney Review	Skipped	
02/19/2020 4:58 PM			
City Attorney Mashell Daniel	City Attorney Review	Skipped	02/19/2020
11:40 AM			
City Manager Shirley Jaster	City Manager Review	Completed	02/20/2020
3:59 PM			
City Council Jennifer Evans	Meeting	Completed	02/24/2020
6:00 PM			

Meeting History

02/24/20 City Council MOVED FORWARD Next: 03/09/20
Mashell Daniel briefed this agenda item.

PUBLISH

ORDINANCE NO. 2020 - 023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 105 “BUILDINGS AND CONSTRUCTION”, ARTICLE III “ELECTRICAL CODE”, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY AMENDING SECTIONS 105-163 [ELECTRICAL INSPECTOR APPOINTMENT AND VACANCY], 105-231 [ADMINISTRATIVE REVIEW OF ELECTRICAL INSPECTOR DECISION], AND 105-235 [COMPLIANCE INSPECTIONS]; ADDING SECTION 105-194 [PENALTY FOR VIOLATION OF ARTICLE]; REPEALING SECTIONS 105-229, 105-230, 105-232, 105-233, AND 105-234; PROVIDING FOR PUBLICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the “Electrical Code” contained in Chapter 105 of the Land Development Code contains provisions that have been not been utilized in decades or otherwise require updating; and

WHEREAS, the City no longer needs a standing examining board relating to the Electrical Code since licensure is addressed at the state level; and

WHEREAS, the City Council’s enactment of a process for forming advisory committees [Section 2-55 of the City Code] allows for eliminating a standing examining board and related regulations; and

WHEREAS, City Staff submits that updating and eliminating regulations as set out below is in the best interest of citizens and the City’s future growth.

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

SECTION 1: Section 105-163 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety as follows:

Section 105-163. - Same—Appointment and Vacancy.

The electrical inspector shall be appointed by the chief building official of the city. If for any reason this office of electrical inspector shall become vacant, the responsibility of such office shall be assumed by the chief building official.

SECTION 2: Chapter 105 “Buildings and Construction”, Article III “Electric Code”, Division 1, “Generally” of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended by adding the following section 105-194 as follows:

Section 105-194. – Penalty for violation of article.

Any person, firm or corporation violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$500, except for such violations of any provisions of this article that govern public health and sanitation, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such thereunder.

Attachment: 2020-023 Ord Electrical Code Changes (jcl rev 3) (2222 : 2020-023 ORD Electrical Code changes)

PUBLISH

SECTION 3: Section 105-251 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety as follows:

Section 105-231. - Administrative review of electrical inspector decision.

Whenever the electrical inspector shall reject or refuse to approve the mode or manner of electrical installation proposed to be followed or materials to be used in the electrical installations of a building or structure, or when it is claimed that the provisions of the Code do not apply, or that an equally good or more desirable form of electrical installation can be employed in any specific case, or when it is claimed that the true intent and meaning of this code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or the owner's duly authorized agent, shall request a review of the decision of the electrical inspector by the Director of Inspections (or the director's designee). The request for review shall be in writing and must be filed with the Director of Inspections within thirty (30) calendar days after the decision is rendered by the electrical inspector; provided, however, that if, in the opinion of the electrical inspector, a building or structure is unsafe or dangerous, the electrical inspector may, in the inspections order, limit the time for such request for review to a shorter period.

SECTION 3: Section 105-235 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety as follows:

Section 105-235. – Compliance inspections.

The chief building official shall arrange for an electrical code compliance inspection when requested by the owner or builder of any single-family duplex, townhouse, condominium or house under construction in the city's extraterritorial jurisdiction and outside a legal subdivision. A fee will be assessed for the inspection service of each unit designed to house a single family. The fee shall be due and payable to the city prior to the request by the owner or builder for a final inspection. The final inspection report shall not be provided to the owner or builder until the required payment has been received. This section shall not be applicable to apartments or nonresidential structures. The inspection fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

SECTION 4: Sections 105-229, 105-230, 105-232, 105-233, and 105-234 of the Code of Ordinances of the City of Texarkana, Texas, are hereby repealed in their entirety, with the "Reserved" notation substituted, as follows:

Section 105-229. – Reserved.

Section 105-230. – Reserved.

Section 105-232. – Reserved.

Section 105-233. – Reserved.

Section 105-234. – Reserved.

SECTION 5: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 6: 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 7: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PUBLISH

PASSED AND APPROVED in Regular Council Session on this the **9th day of March, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2020-023 Ord Electrical Code Changes (jcl rev 3) (2222 : 2020-023 ORD Electrical Code changes)

2020-023 ATTH 01

ARTICLE III. - ELECTRICAL CODE^[2]

Footnotes:

--- (2) ---

State Law reference— National Electrical Code adopted as municipal electrical construction code throughout the state, Texas Local Government Code § 214.214; Texas Electrical Safety and Licensing Act, Texas Occupations Code § 1305.001 et seq.; municipality may regulate electricians by requiring inspections, collecting permit fees for electrical work performed in the municipality and adopting procedures for the administration and enforcement of the National Electrical Code and any local amendments thereto adopted by the municipality, Texas Occupations Code § 1305.201.

DIVISION 1. - GENERALLY

Sec. 105-159. - National Electrical Code, 2014 edition adopted.

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain code known as the National Electrical Code, 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this chapter, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the city.

(Code 1961, § 8-1; Ord. of 3-11-1947, § 1; Ord. No. 5-67, § 1, 1-23-1967; Ord. No. 31-81, § 1, 2-23-1981; Ord. No. 71-84, § 2, 3-12-1984; Ord. No. 290-87, § 1, 12-21-1987; Ord. No. 96-90, §§ 1, 2, 4-23-1990; Ord. No. 003-06, § 1, 1-9-2006; Ord. No. 077-2011, § 1, 5-23-2011; Ord. No. [2015-111](#), § 1, 12-14-2015)

Sec. 105-160. - Amendments, modifications, and deletions.

The following amendments, modifications and deletions to and from the National Electrical Code adopted by section 105-159, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the National Electrical Code:

Section 110.26(E) Headroom, of the said Electrical Code adopted by section 105-159 herein, is hereby amended by the deletion of the exception.

Section 250-66(B) Connections to Concrete-Encased Electrodes, of the said Electrical Code adopted by section 105-159 herein, is hereby amended in its entirety to read as follows: "The size of the grounding electrode conductor of a grounded or underground system shall not be less than given in Table 250-66 and in no case smaller than #6 copper. This provision supersedes the allowance of #8 copper for grounding electrode conductors in Table 250-66."

Section 300.5(D), of said Electrical Code is hereby amended by adding the following: "All underground wiring over 24 volts, nominal, shall be installed in Rigid Metal Conduit, Intermediate Metal conduit, or Rigid Nonmetallic conduit raceways."

Section 300.22(C) Other Space Used for Environmental Air, of the said Electrical Code adopted by section 105-159 herein, is hereby amended by the deletion of the exception.

Section 330.12, of said Electrical Code is hereby amended by adding the following: "Metal-clad cable will only be allowed for connections to movable installations (such as lighting in in-lay ceilings) or where vibration is a consideration and then in lengths not to exceed 6 feet." It will further be allowed in lengths exceeding 6 feet only for the purpose of fishing circuits in existing structures, under cabinets and counters or in new structures where conduit would not be practical (such as locations where wire connections and junction boxes would not be accessible). Home runs will not be allowed in metal-clad cable.

Section 362, of the said Electrical Code is amended by adding the following: "Electrical non-metallic flexible tubing shall not be used for any wiring construction over 24 volts nominal."

Section 680.8(B) Communication Systems, of the said Electrical Code adopted by section 105-159 herein, is hereby amended in its entirety to read as follows: "Communication, radio, and television coaxial cables within the scope of articles 800 through 820 shall be permitted at a height of not less than 14 feet above swimming and wading pools, diving structures, and observation stands, towers, or platforms."

(Code 1961, § 8-1.1; Ord. No. 29-70, § 1, 2-23-1970; Ord. No. 171-72, § 1, 8-28-1972; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 102-83, § 1, 4-25-1983; Ord. No. 43-84, § 1, 2-13-1984; Ord. No. 003-06, § 2, 1-9-2006; Ord. No. 077-2011, § 2, 5-23-2011)

Sec. 105-161. - Object and scope of article.

- (a) The purpose of this article is the preservation of life and the protection of the public safety by reducing personal hazard and fire hazard resulting from electrical causes. Therefore, the following provisions are enacted relating to the installation, alteration or repair of all electrical installations on all property and in all buildings and structures now erected or to be erected, changed, constructed, reconstructed, repaired or altered within the city. The intent and purpose of this article is to provide a minimum standard for electrical installations within the city and to regulate the installation, alteration or repair of all electrical installations in or about all premises located within the city.
- (b) The provisions of this article shall not apply to the installation or repair of traffic signals by or in conjunction with the state or the city, electrical installations in railway cars, automotive equipment, electrical railway companies, nor to installations used by electrical public utility companies, telephone and telegraph companies, radio transmission stations and television transmission stations in the generation, transmission or distribution of electricity, or for the operation of signals or the transmission of intelligence in the exercise of their function as such agencies and located outdoors or in buildings used exclusively for that purpose, and no provision of this article shall require a permit or inspection of the above mentioned installations. Provided, however, that nothing in this article shall be construed as exempting from the permit and inspection requirements hereof other electrical installations which are used in conjunction with the specialized uses enumerated above.

(Code 1961, § 8-2; Ord. of 3-11-1947, § 2; Ord. No. 5-67, § 2, 1-23-1967; Ord. No. 23-71, § 1, 2-8-1971; Ord. No. 163-96, § 1, 6-14-1996)

Sec. 105-162. - Electrical inspector—Office created and qualifications.

There is hereby created the office of electrical inspector. The person chosen to fill the office of electrical inspector shall be of good moral character, shall be possessed of such executive ability as is requisite for the performance of the inspector duties and shall have a thorough knowledge of the standard materials and methods used in the installation of electrical equipment. The inspector shall be well versed in approved methods of construction for safety of persons and property, the statutes of this state relating to electrical work and any orders, rules and regulations issued by the authority thereof, and the provisions of the National Electrical Code. In addition, the inspector shall have had at least five years' experience as an electrical inspector or in the installation of electrical equipment.

(Code 1961, § 8-3; Ord. of 3-11-1947, § 3; Ord. No. 5-67, § 3, 1-23-1967; Ord. No. 171-72, § 2, 8-28-1972)

Sec. 105-163. - Same—Appointment and vacancy.

The electrical inspector shall be appointed by the **chief building official** ~~appointing authority~~ of the city. If for any reason the office of electrical inspector shall become vacant, the responsibility of such office shall be assumed by the **chief building official** ~~city engineer~~, until such vacancy is filled.

(Code 1961, § 8-4; Ord. of 3-11-1947, § 3; Ord. No. 5-67, § 4, 1-23-1967)

Sec. 105-164. - Same—Duties generally.

It shall be the duty of the electrical inspector to enforce the provisions of this article. The inspector shall, upon application, grant permits for the installation, alteration or repair of electrical equipment, and shall make inspections of electrical installations as provided in this article. The inspector shall keep complete records of all permits issued, inspections and reinspections made and other official work performed in accordance with the provisions of this article.

(Code 1961, § 8-5; Ord. of 3-11-1947, § 4; Ord. No. 5-67, § 5, 1-23-1967)

Sec. 105-165. - Same—Not to engage in electrical business.

It shall be unlawful for the electrical inspector, or for any of the inspector's assistants, to engage in the business of the sale, installation or maintenance of electrical equipment, either directly or indirectly, and they shall have no financial interest in any concern engaged in such business in the city.

(Code 1961, § 8-6; Ord. of 3-11-1947, § 4)

Sec. 105-166. - Same—Right of entry; filing of complaint; delegation of duties.

The electrical inspector shall have the right, during reasonable hours, to enter any building or premises in the discharge of the inspector's official duties or for the purpose of making any inspections, reinspections or tests of electrical equipment contained therein, or its installation. The inspector shall have the right to enter any building or premises at any time when it shall appear that the preservation of life or property requires such emergency action. It shall be the inspector's duty to file a written complaint for prosecution in the city court for the violation of any of the provisions of this article. The electrical inspector may delegate any of the inspector's duties to any of the inspector's assistants.

(Code 1961, § 8-7; Ord. of 3-11-1947, § 5; Ord. No. 5-67, § 6, 1-23-1967)

Sec. 105-167. - Who may do electrical work.

All electrical work within the scope of this article must be done under the direction of a master electrician or sign electrician; provided, however, that electrical work may be done by a property owner in a building owned and occupied by the owner as the owner's home. All work so performed by any property owner shall be subject to inspection and approval in accordance with the terms of the provisions of this article.

(Code 1961, § 8-8; Ord. of 3-11-1947, § 7; Ord. of 1-30-1950, § 1; Ord. No. 5-67, § 7, 1-23-1967; Ord. No. 176-74, § 1, 7-22-1974)

Sec. 105-168. - Work permit required; exceptions.

No installation, or alteration of, or addition to any electrical wiring or equipment within or on any building, structure or premises, publicly or privately owned, shall be commenced, unless the master electrician or sign electrician in charge of the proposed work, or the property owner doing the owners own work in accord with this article, first secures a permit therefor from the electrical inspector; provided, however, that no permit shall be required for the following classes of work:

- (1) Replacement of lamps, fuses or the connection of portable electrical equipment to suitable permanently installed receptacles.
- (2) The installation, alteration or repair of electrical equipment for the operation of signals or for the transmission of intelligence by wire by a communication agency.
- (3) The installation, alteration or repair of electrical equipment installed by or for an electrical utility for the use of such utility in the generation, transmission and distribution of electricity.
- (4) Master electricians and sign electricians shall have the privilege of making minor repairs or alterations, where material and labor does not exceed \$25.00, without a permit.

2020-023 ATTH 01

(Code 1961, § 8-9; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1; Ord. No. 5-67, § 8, 1-23-1967; Ord. No. 176-74, § 1, 7-22-1974)

Sec. 105-169. - Application for initial inspection and permit.

- (a) Before proceeding with any work for which a permit is required by section 105-168, the master electrician or sign electrician in charge of such proposed work, or a person that is designated in writing filed with the city by the master electrician, or sign electrician to call for said permit or inspection, or the property owner who may be doing the owners own work, shall first file with the electrical inspector an application requesting inspection and a permit therefor. Such application shall be in writing and shall describe the work to be done and shall give the exact street number of the premises on which the work is to be done. In the absence of a street address, the application shall state the legal description of the property upon which the work is to be done.
- (b) Where plans and specifications for the proposed work require installation above the minimum standards as set forth in this article, the plans and specifications for such work shall accompany the application for inspection. All applications for inspections shall be accompanied by the inspection fees prescribed by this article.
- (c) A permit issued shall be construed to be a license to proceed with the work and shall not be construed as the authority to violate, cancel, alter or set aside any of the provisions of this Code. Nor shall such issuance of a permit prevent the electrical inspector from thereafter requiring a correction of errors in plans or of violations of this Code. Every permit issued shall become invalid, unless the work authorized by such permit is commenced within six months after its issuance or if the work authorized by such permit is suspended or abandoned for any six-consecutive-month period after the time the work is commenced, provided that, for cause, one or more extensions of time for periods not exceeding 90 days each may be allowed and such extensions shall be in writing by the electrical inspector.

(Code 1961, § 8-10; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1; Ord. No. 5-67, § 9, 1-23-1967; Ord. No. 171-72, § 3, 8-28-1972; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 196-78, § 1, 8-14-1978)

Sec. 105-170. - Progress reports to inspector; inspections generally.

- (a) Persons responsible for the installation of or addition to any electrical wiring or equipment under terms of this article shall at all times keep the electrical inspector notified of the progress of the work and shall request inspection as the work progresses. Upon receipt of an application requesting inspection, the electrical inspector shall inspect or cause to be inspected such work within 48 hours after receiving the application, Saturdays, Sundays and legal holidays not to be included in this time. After inspecting the electrical wiring covered by any application, the electrical inspector shall leave a tag, which tag shall state that the work has been inspected and approved or that it is not approved and must be held open for correction. If the wiring is to be held open for inspection, no person shall lath, ceil or in any other manner conceal any wiring, until the inspector is informed that such wiring has been approved by the electrical inspector.
- (b) All electrical work shall be inspected before it is covered or concealed. All cabinet and panel board covers or trims shall be left off for final inspection and any fitting or cover that conceals any wiring which may hinder the proper inspection of electrical work shall be removed at the request of the electrical inspector at no expense to the city.

(Code 1961, § 8-11; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1; Ord. No. 5-67, § 10, 1-23-1967)

Sec. 105-171. - Removal of obstructions hindering inspection.

The electrical inspector shall have the right to remove or compel the removal of any obstruction, such as lath, plastering, ceiling or flooring, which may hinder a full and complete inspection of wires or apparatus. The inspector may also remove or compel the removal of any conductors which are enclosed in conduit or

otherwise inaccessible for complete inspection. When such conductors or appliances are not in accordance with the requirements of this article, or are found to be unsafe to life or property, the inspector shall have the right to condemn such conductors or appliances.

(Code 1961, § 8-12; Ord. of 3-11-1947, § 5)

Sec. 105-172. - Final inspection and certificate.

Upon completion and receipt of final inspection papers covering electrical work, the electrical inspector shall make a final inspection and, if such work is found to comply with this article, a certificate of inspection shall be issued stating that the work has been done according to the provisions of this article and the rules governing the respective class to which it belongs. This certificate shall not relieve the person responsible for the work of the person's responsibility for any defective work that may have been concealed or escaped the notice of the inspector.

(Code 1961, § 8-13; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1)

Sec. 105-173. - Inspection fees.

- (a) Fees to be paid for inspections made by the electrical inspector under the provisions of this article shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.
- (b) Any person, firm or corporation, including licensed electricians who do not take out a permit before beginning any work under this article, shall be charged double the permit rate for that work.
- (c) In case the electrical inspector is required to make more than one trip from the inspector's office for the purpose of inspecting any work because of a building being locked or because of a wrong address given by the person doing the work, a charge shall be made for each additional trip required of the inspector. The additional trip charge shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.
- (d) On installations where several persons are concerned with the installation of electric conductors or appliances, each party shall be required to pay the fees as established under the provisions of this article for that portion of such work for which each party is concerned.

(Code 1961, § 8-14; Ord. of 3-11-1947, § 9; Ord. No. 55-61, 9-18-1961; Ord. No. 5-67, § 11, 1-23-1967; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 196-78, § 2, 8-14-1978; Ord. No. 374-80, § 1, 12-8-1980; Ord. No. 295-83, § 1, 10-24-1983; Ord. No. 322-85, § 1, 10-14-1985)

Sec. 105-174. - Installation and construction standards generally.

All electrical equipment installed or used, and including all electrical installations of any individual, corporation or utility company, shall be in strict conformity with the provisions of this article, the statutes of the state and any orders, rules or regulations issued by authority thereof, and with approved electrical standards of construction for safety to life and property. Unless by the provisions of this article, by any statute of the state or by any order, rule or regulation issued by authority thereof, a specific type or class of electrical equipment is disapproved for installation or use, conformity with the regulations laid down in the National Electrical Code as published by the National Fire Protection Association and adopted by the city council of the city and incorporated by referencing to this article, shall be prima facie evidence of conformity with approved standards of installation and construction for safety to life and property. Provided, however, that this section shall not apply to equipment owned and used by any electrical utility company or any communication agency in the generation, transmission or distribution of electricity or for the operation of signals or for the transmission of intelligence.

(Code 1961, § 8-15; Ord. of 3-11-1947, § 6; Ord. No. 5-67, § 12, 1-23-1967; Ord. No. 207-71, § 1, 10-25-1971; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 283-74, § 1, 12-23-1974; Ord. No. 196-78, § 3, 8-14-1978; Ord. No. 31-81, § 2, 2-23-1981)

Sec. 105-175. - Work to be done in neat and workmanlike manner.

All electrical work shall be executed in a neat and workmanlike manner. Slipshod work or work not in keeping with good electrical practice is prohibited.

(Code 1961, § 8-16; Ord. of 3-11-1947, § 7)

Sec. 105-176. - Approval of apparatus, fittings and material.

No electrical apparatus, fitting or material shall be used within the city, or within the two-mile extraterritorial jurisdiction limits of the city, unless it is approved by the electrical inspector as complying with the safety requirements of this article; provided, however, that all such apparatus, fittings or material which bear the label of Underwriters' Laboratories, Incorporated, shall be deemed prima facie evidence to satisfy the requirements of this article, and the electrical inspector is authorized to approve such apparatus, fittings and material without requiring further tests thereof to be made.

(Code 1961, § 8-17; Ord. of 3-11-1947, § 6; Ord. No. 5-67, § 13, 1-23-1967)

Sec. 105-177. - Disapproved wiring methods.

The following shall constitute disapproved wiring methods for electrical work:

- (1) Armored cable (Type BX);
- (2) Service entrance cable for meter loops (braided outside neutral);
- (3) No aluminum or copper-clad aluminum No. 6 or smaller shall be used.

(Code 1961, § 8-18; Ord. of 3-11-1947, § 6; Ord. No. 5-67, § 14, 1-23-1967; Ord. No. 31-81, § 3, 2-23-1981)

Sec. 105-178. - Minimum service.

A minimum service of 100 amperes is to be provided all new electrical installations, except temporary poles, electrical signs and other installations when in the opinion of the electrical inspector such installation shall not be hazardous.

(Code 1961, § 8-19; Ord. No. 171-72, § 4, 8-28-1972)

Sec. 105-179. - Concealed knob and tube work.

Concealed knob and tube work shall be used only in the following places and for the following purposes:

- (1) Private dwelling outside the fire limits.
- (2) Electrical signs.
- (3) For wiring temporary installations by written permission from the electrical inspector.

(Code 1961, § 8-20; Ord. of 3-11-1947, § 6; Ord. No. 5-67, § 16, 1-23-1967)

Sec. 105-180. - Nonmetallic sheathed cable.

Nonmetallic sheathed cable shall be used only in private dwellings outside the fire limits.

(Code 1961, § 8-21; Ord. of 3-11-1947, § 6)

Sec. 105-181. - Reserved.

Editor's note— Ord. No. [2016-046](#), § 1, adopted April 25, 2016, repealed § 105-181, which pertained to health care facilities and derived from the Code of 1961, § 8-22 and Ord. No. 331-88, § 1, adopted Nov. 14, 1988.

Sec. 105-182. - Signs—Location and height.

Electrical signs may extend from private property to within 18 inches of the curblineline, provided that the sign remains a safe distance from utility wires. No sign shall, at its lowest point, be less than nine feet above the sidewalk. All signs must be supported from poles, structures or buildings located entirely on private property. High-rise signs shall conform with the provisions of section 130-10. It shall be unlawful for any person to attach any sign, device or representation used in the nature of advertisements, announcements or direction on any electrical sign which would reduce the clearance to less than the minimum set forth above. Lighting reflectors for the illumination of a building or sign board shall not project more than eight feet beyond the building line.

(Code 1961, § 8-25; Ord. of 3-11-1947, § 7; Ord. No. 5-67, § 20, 1-23-1967)

Sec. 105-183. - Same—Circuits.

Sign circuits must be separate and must not be used for other purposes.

(Code 1961, § 8-26; Ord. of 3-11-1947, § 7; Ord. No. 5-67, § 21, 1-23-1967)

Sec. 105-184. - Same—Dangerous signs.

When, upon inspection or reinspection, any electrical sign is found to be in a dangerous or unsafe condition and the owner, or user thereof, fails to place such sign in safe condition after being notified so to do by the electrical inspector within the time limit specified by the inspector, the inspector shall remove such sign at the expense of the owner or user.

(Code 1961, § 8-27; Ord. of 3-11-1947, § 7)

Sec. 105-185. - Extensions or additions to existing systems.

Persons making extensions or additions to existing electrical systems shall, before proceeding with such work, ascertain from the electrical inspector if old work must be changed or must be brought up to the requirements of this article.

(Code 1961, § 8-28; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1)

Sec. 105-186. - Clearance for current to be furnished new or disconnected work.

It shall be unlawful for any public service company operating in the city to furnish current to any new building, tent, structure or outdoor wiring of any kind, nature or description without first obtaining a clearance from the electrical inspector, stating that such wiring is approved and a permit has been issued for the use of current. Whenever any service is discontinued to any building or structure for any cause whatever, except nonpayment of bill, a clearance will be necessary before each building or structure can be reconnected.

(Code 1961, § 8-29; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1)

Sec. 105-187. - Defective equipment.

When any electrical equipment is found by the electrical inspector to be dangerous to persons or to property because it is defective or defectively installed, the person responsible for the electrical equipment shall be notified in writing and shall make any changes or repairs required, in the judgment of the electrical inspector, to place such equipment in safe condition, and, if such work is not completed within 15 days or any longer period that may be specified by the electrical inspector in the notice, the inspector shall have authority to disconnect or order the discontinuance of electric service to such equipment. In cases of emergency, where necessary for safety of persons or of property, or where electrical equipment may interfere with the work of the fire department, the electrical inspector shall have the authority to immediately disconnect or cause the disconnection of any electrical equipment.

(Code 1961, § 8-30; Ord. of 3-11-1947, § 5)

Sec. 105-188. - Defective conductors or material.

Whenever any electrical conductor or electrical material in or on any building or any electrical conductor on any pole line or any conductor underground becomes or is in a condition that is dangerous to life and property, the electrical inspector is hereby empowered to condemn, disconnect and cause the owner of such conductor or material to immediately correct the same or have it removed.

(Code 1961, § 8-31; Ord. of 3-11-1947, § 8; Ord. of 1-30-1950, § 1)

Sec. 105-189. - Article does not affect liability for damages.

This article shall not be construed to affect the responsibility or liability of any party owning, operating, controlling or installing any electrical equipment for damages to persons or to property caused by any defect therein, nor shall the city or any officer or employee of the city be held as assuming such liability by reason of the inspection or reinspection authorized herein or the certificate of approval issued as herein provided or by reason of the approval or disapproval of any equipment authorized herein.

(Code 1961, § 8-32; Ord. of 3-11-1947, § 13)

Sec. 105-190. - Rules of construction for technical codes.

- (a) Wherever the term "municipality" is used in within the technical codes which are adopted by reference in this article, it shall be held to mean the city.
- (b) Wherever the term "chief appointing authority" is used within the technical codes which are adopted by reference in this article, it shall be held to mean the city.
- (c) Wherever the term "corporation counsel" or "legal counsel" is used within the technical codes which are adopted by reference in this article, it shall be held to mean the city attorney for the city.
- (d) Where reference is made to the duties of certain officials named within the technical codes which are adopted by reference in this article, then that designated official of the city who has duties corresponding to those of the named official in said technical code, shall be deemed to be the responsible official insofar as enforcing the provisions of that technical code are concerned.

Sec. 105-191. - Interpretations.

The electrical inspector is hereby authorized to render interpretations of this Code and the adopted technical codes and to adopt policies and procedures in order to clarify the application of their provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this article. Such policies and procedures shall not have the force and effect of law and shall not have the effect of waiving requirements specifically provided for in this Code or in the adopted technical codes.

Sec. 105-192. - Administrative liability.

No officer, agent or employee of the city charged with the administration and enforcement of this article and acting in good faith without malice in the discharge of those duties, shall render themselves personally liable for any damage that may occur to any person or property as a result of any act required or permitted, or by reason of any act or omission, in the discharge of their duties under this article, and they have hereby

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relieved from all personal liability for any damage that may accrue to persons or property as a result of any act required or by reason of any act or omission in the discharge of their duties.

Sec. 105-193. - Referenced codes and standards.

The technical codes and standards referenced in this Code shall be considered part of the requirements of this Code to the prescribed extent of each such reference. Where differences occur between provisions of this Code and the referenced technical codes and standards, the provisions of this Code shall apply.

Sec. 105-194

Any person, firm or corporation violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be fined in an amount not to exceed \$500, except for such violations of any provisions of this article that govern public health and sanitation, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such thereunder.

Sec. 105-195—105-209. - Reserved.

DIVISION 2. - MASTER ELECTRICIANS AND SIGN ELECTRICIANS

Subdivision I. - In General

Sec. 105-210. - Duty to supervise work.

Every master electrician and sign electrician, or their qualified journeyman, shall direct, superintend and always be present during all electrical installations and repairs under their control within the city and may supervise a maximum of three apprentices at any one time. Nothing in this section, however, is to be construed as relieving the master electrician or sign electrician of any responsibility established under this division for work directed or superintended by a journeyman electrician.

(Code 1961, § 8-40; Ord. of 3-11-1947, § 11; Ord. No. 171-72, § 5, 8-28-1972; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 175-2011, § 1, 11-14-2011)

Sec. 105-211. - Responsibility for defective installations.

Every person holding a certificate under this division shall be responsible for any defect in any construction, insofar as correction thereof is concerned, installed by the person until such time as a certificate of approval has been issued, and also for any defects that may have been concealed by such person and discovered by the electrical inspector, or the inspectors duly authorized agent, after a certificate of approval has been issued by the electrical inspector approving such construction. After the issuance of the certificate of approval, the person in whose name the meter is contracted shall be responsible for all defects caused by the person.

(Code 1961, § 8-41; Ord. of 3-11-1947, § 11)

Secs. 105-212—105-227. - Reserved.

Subdivision II. - Certificate

Sec. 105-228. - Required.

No person shall engage in the business of installing, repairing or removing electrical wiring without first securing from the state, a master electrician license and electrical contractor license or master sign electrician license and a sign contractor's license.

(Code 1961, § 8-47; Ord. of 3-11-1947, § 10; Ord. No. 176-74, § 1, 7-22-1974; Ord. No. 003-06, § 3, 1-9-2006)

~~Sec. 105-229. – Reserved. Electrical advisory Examining board—Composition; appointment, term of members; general duties.~~

~~(a) The examination required of applicants for a certificate under this subdivision shall be given by the electrical examining board. Such electrical advisory board shall be composed of five members as follows: one electrical engineer, two master electricians, one general business owner, man or and one building contractor, and one councilmember. The members of the board and their successors shall be appointed pursuant to the provisions of section 100 ____ of this Code shall be nominated by the mayor and confirmed by a majority vote of the city council, and shall hold office for two years and serve without salary. A chairperson shall be elected from and by the board membership, and meetings shall be called for the purpose of considering any proper matters to come before the board. The chief building official city engineer and city electrical inspector shall be ex officio members of the board. The board shall recommend changes to this article to the city council.~~

~~(b) Specific duties of the board shall include, but are not limited to:~~

- ~~(1) Preparation of examination questions for applicants;~~
- ~~(2) Supervising the written examination and grading the same;~~
- ~~(3) Providing standard answers to prepared questions from recognized authorities;~~
- ~~(4) Authorizing the issuance of master electrician and electrical sign manufacturer's certificates; and~~
- ~~(5) The board shall Recommending changes to this subdivision, in writing, to the city council.~~

(Code 1961, § 8-50; Ord. of 3-11-1947, § 11; Ord. of 9-11-1956, § 1; Ord. No. 5-67, § 22, 1-23-1967)

~~Sec. 105-230. – Reserved Same—Appellate authority.~~

~~In addition to the duties referred to in section 105-229, the electrical examining board shall have authority to hear appeals from decisions of the electrical inspector related to this subdivision.~~

(Code 1961, § 8-51; Ord. No. 58-73, § 2, 3-12-1973)

Sec. 105-231. - Time limit.

- (a) Whenever the electrical inspector shall reject or refuse to approve the mode or manner of electrical installation proposed to be followed or materials to be used in the electrical installations of a building or structure, or when it is claimed that the provisions of this Code do not apply, or that an equally good or more desirable form of electrical installation can be employed in any specific case, or when it is claimed that the true intent and meaning of this Code or any of the regulations thereunder have been misconstrued or wrongly interpreted, the owner of such building or structure, or the owner's duly authorized agent, may appeal from the decision of the electrical inspector to the **Director of Inspections (or the director's designee)** ~~electrical examining board~~. Notice of appeal shall be in writing and filed ~~with the Director of Inspections~~ within 30 ~~calendar~~ days after the decision is rendered by the electrical inspector; **provided however, that if, in the opinion of the electrical inspector, a building or structure is unsafe or dangerous, the electrical inspector may, in the inspections order, limit the time for such request for review to a shorter period.** ~~A fee shall accompany such notice of appeal. The appeal fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.~~
- (b) ~~In case of a building or structure which, in the opinion of the electrical inspector is unsafe or dangerous, the electrical inspector may, in the inspectors order, limit the time for such appeal to a shorter period. Appeals hereunder shall be on forms provided by the electrical inspector.~~

(Code 1961, § 8-51.1; Ord. No. 58-73, § 2, 3-12-1973)

Sec. 105-232. – Reserved Variations and modifications.

- (a) ~~The electrical examining board when so appealed to shall conduct a hearing wherein their primary consideration is the health, safety and general welfare of the citizens of the city. After determining that the health, safety and general welfare of the city or any of its citizens shall not be harmed or endangered in any way, the electrical examining board may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this Code or when, in its opinion, the interpretation of the electrical inspector should be modified or reversed.~~
- (b) ~~A decision of the electrical examining board to vary the application of any provision of this Code or to modify an order of the electrical inspector shall specify in what manner such variation or modification is made, the conditions upon which it is made and the reasons therefor.~~

(Code 1961, § 8-51.2; Ord. No. 58-73, § 2, 3-12-1973)

Sec. 105-233. – Reserved Decisions.

- (a) ~~Every decision of the electrical examining board shall be final, subject, however, to such remedy as any aggrieved party might have at law or in equity. It shall be in writing and shall indicate the vote upon the decision. Every decision shall be promptly filed in the office of the electrical inspector and shall be open to public inspection; a certified copy shall be sent by mail or otherwise to the appellant and a copy shall be kept publicly posted in the office of the electrical inspector for two weeks after filing.~~
- (b) ~~The electrical examining board shall, in every case, reach a decision without unreasonable or unnecessary delay.~~
- (c) ~~If a decision of the electrical examining board reverses or modifies a refusal, order or disallowance of the electrical inspector, or varies the application of any provision of this Code, the electrical inspector shall immediately take action in accordance with such decision.~~

(Code 1961, § 8-51.3; Ord. No. 58-73, § 2, 3-12-1973)

Sec. 105-234. – Reserved. - Penalty for violation of article subdivision.

~~Any person, firm or corporation violating any of the provisions of this subdivision shall be deemed guilty of a misdemeanor and the person, firm or corporation, or an employee, agent, manager or officer thereof, who is guilty of violating any of the provisions, shall, upon conviction thereof, be fined in any amount not to exceed \$500.00 for each offense and every violation of and each and every day's failure or refusal to comply with the said provision will constitute a separate offense and in case of willful or continued violations by any person, firm or corporation as aforesaid, or their agents, employees, servants or officers, the city, acting by and through the board of examiners, shall have power to revoke and repeal any license under which said person, firm or corporation may be acting and revoke all permits, privileges and franchises granted to said person, firm or corporation aforesaid.~~

(Code 1961, § 8-57; Ord. No. 5-67, § 23, 1-23-1967; Ord. No. 53-88, § 1, 2-22-1988)

Sec. 105-235. - Compliance inspections.

The **chief** building official shall arrange for an electrical code compliance inspection when requested by the owner or builder of any single-family duplex, townhouse, condominium or house under construction in the city's extraterritorial jurisdiction and outside a legal subdivision. A fee will be assessed for the inspection service of each unit designed to house a single family. The fee shall be due and payable to the city prior to the request by the owner or builder for a final inspection. The final inspection report shall not be provided to the owner or builder until the required payment has been received. This section shall not be applicable to apartments or nonresidential structures. The inspection fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

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(Code 1961, § 8-59; Ord. No. 163-96, § 2, 6-14-1996)

Secs. 105-236—105-251. - Reserved.

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: 2020-023 Goals & Perspectives (2222 : 2020-023 ORD Electrical Code changes)