CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MARCH 13, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Laura Puckett, Dusty Henslee, Karey Parker, J.W. Bramlett, Vashil Fernandez, Daphnea Ryan, Lisa Thompson, Chiquita Burks, and Chris Black.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK

III. SPECIAL PRESENTATION - ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR)

David Coleman, CPA with FORVIS, said the city is one step closer to getting back to timely financial audits, after the 2020 cyber event. Using a PowerPoint presentation, he gave an overview of the ACFR for the city's fiscal year ending September 30, 2021.

He discussed financial highlights, audit scope and results, and future accounting standards. He will finalize the city's 2021 audit report and begin work on the 2022 audit later in the week.

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, March 27, 2023 at 6:00 p.m.

Monday, April 10, 2023 at 6:00 p.m.
Monday, April 24, 2023 at 6:00 p.m.

Parks & Recreation Activities:

March 17th - 20th	Cowart Sports Softball Tournament	Wallace Park
March 18th - 19th	NCS Baseball Tournament	Spring Lake Park
March 23rd - 25th	Huggins Memorial Baseball Tournament	Spring Lake Park

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

The Mayor recognized Scout Leader Mike Unger, accompanied by his daughter, Rebecca Unger and her friend Naomi Howell of Troop 23.

Citizens were reminded the Vital Statistics office is in its busiest time of year with tax season, kindergarten enrollment, student sports, and passport requests. As the city is still recovering from the loss of online records due to a cyber-attack, processing orders takes longer.

In person requests can take up to 30 minutes for one single certificate. Some requests cannot be filled because of missing or altered information. Please allow ample time in case there are unforeseen problems with obtaining a certificate.

If a birth or death occurred in Texarkana, Wake Village or Nash, Texarkana is the holder of that record and the long form certificate is available. If a birth occurred elsewhere in Texas, this office can issue the abstract certificate. It works for most everything except leaving the United States. All Texas birth and death certificates can be obtained from Austin.

Check the Vital Statistics web page for a list of acceptable IDs and qualified applicants, applications for mail-in or drop-off service, and general questions to ensure everything required is ready to purchase a certificate.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Hart recommended the reappointment of Ellen Moore to the Board of Adjustment.

Council Member Davis recommended the reappointments of Rusty Felps, Thomas Tucker, James Bramlett, and Mike Ingram to the Board of Adjustment.

Motion to confirm recommendations of reappointments to the Board of Adjustment.

(6:16 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Libby White, Ward 5
AYES:	Bruggeman, Matlock, Hart, Williams, White, Davis
ABSENT:	Page

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:18 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 27, 2023 at 6:00 PM.

2. Ordinance No. 2023-031 amending Chapter 105, "Buildings and Construction" of the Land Development Code, by moving and amending Section 130-10 ("High-rise signs") to Section 105-11.

   Public Hearing:
   Council Vote: March 13, 2023

3. Ordinance No. 2023-033 closing and abandoning a sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of North Park Addition.

   Public Hearing:
   Council Vote: March 13, 2023

Action Items

4. Resolution No. 2023-034 authorizing and directing the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests.

   Public Hearing:
   Council Vote: March 13, 2023

   City Manager Orr briefed this agenda item.
   (6:19 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Libby White, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Hart, Williams, White, Davis
ABSENT:	Page

5. Ordinance No. 2023-035 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street. Sandra Carroll, owner.

   Public Hearing:
   Council Vote: March 13, 2023

   Laura Puckett briefed this agenda item.
   (6:21 p.m.)

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

VIII. FIRST BRIEFINGS

1. Resolution No. 2023-032 authorizing the City Manager to execute a contract with Stanley Consultants for Qualified Environmental Professional Services for the 2022 EPA Brownfields Revolving Loan Fund Grant.

   Public Hearing: March 27, 2023
   Council Vote: March 27, 2023

   Daphnea Ryan briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/27/2023 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2023-009 rezoning Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street from Commercial to Single Family-3. Angela Forte, owner.

   Public Hearing: March 13, 2023
   Council Vote: March 13, 2023

   Laura Puckett said this item was previously tabled at a council meeting in order to determine the lots in question. Ms. Forte provided the city with a warranty deed identifying the correct lots related to this agenda item.

   Ms. Forte said everything worked out with the assistance of Dustin Henslee. The appropriate lots were identified and the correct documents were filed in New Boston.
   (6:26 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Libby White, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Bruggeman, Matlock, Hart, Williams, White, Davis
ABSENT:	Page

2. Ordinance No. 2023-010 granting a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street. Angela Forte, owner.

   Public Hearing: March 13, 2023
   Council Vote: March 13, 2023

   There were no public comments made at this hearing.
   (6:27 p.m.)

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

3. Ordinance No. 2023-026 amending Chapter 130, "Streets and Sidewalks" of the Land Development Code and amending the Master Fee List for Chapter 130 License and Permit Fees.

   Public Hearing: March 13, 2023
   Council Vote: March 13, 2023

There were no public comments made at this hearing.
(6:28 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Mary Hart, Ward 2
AYES:	Bruggeman, Matlock, Hart, Williams, White, Davis
ABSENT:	Page

X. CITY MANAGER'S REPORT

LifeNet Meeting & Annual Report
Staff met with the new LifeNet CEO, Dave Snavely, last week and received an update on LifeNet operations. LifeNet's annual report will be presented at the next City Council meeting on March 27th.

Opioid Settlements with Allergan/CVS/Walgreens/Walmart
By adoption of Resolution No. 2021-091, the City Council authorized the current and future opioid settlements by the Texas Attorney General's Office. The City received notice of additional settlements that have been reached and estimates for what Texarkana will receive in direct payment from these settlements. The total of these new settlements is estimated to be $181,018.21.

Allergan	CVS	Walgreens	Walmart
$25,786.24	**$57,957.91**	**$64,851.98**	**$32,422.08**

Airport Master Plan Workshop
The Airport Master Plan Workshop will take place on Wednesday, March 22nd from 5:30 to 6:30 pm at the Texarkana Arkansas Convention Center. This event will be open to the public.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:30 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● FEBRUARY 27, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Jonathan Wade, Kristin Peeples, Sherry Jackson Hawkins, J.W. Bramlett, Brooke Stone, Karey Parker, Vashil Fernandez, Gary Smith, Chris Black, Chiquita Burks, Lisa Thompson, and Daphnea Ryan.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BETTY WILLIAMS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, March 13, 2023 at 6:00 p.m.
Monday, March 27, 2023 at 6:00 p.m.

Keep Texarkana Beautiful:

The 9th annual Arbor Day tree giveaway will begin at 9:00 a.m., Saturday, March 4th at Spring Lake Park across from the splash pad. While supplies last, volunteers will bring the seedlings to each vehicle as this event will be a drive-thru only.

Parks & Recreation Activities - Save the Date:

March 7th NFC Outdoor Fitness Court Ribbon Cutting Spring Lake Park

The ribbon cutting will be held at 2:00 p.m., near the pond, at the south end of the park.

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

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

Partnership for the Pathways hosted this year's **Run the Line** event on Sunday, February 19th. It was well supported with over 630 people in attendance representing 20 states.

Mayor Bruggeman thanked Parks, Recreation and Public Works staff for ensuring the safety of participants at various intersections.

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.

Mary Bruce asked for an update on the paving of Capp Street around to Findley Street. She said this was discussed several years ago and the area is growing and congested.

Council Member Matlock said she remembers this street project was put in the budget. City Manager Orr confirmed it is on the project list and he will check to see where it falls in line with other projects.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:15 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 13, 2023 at 6:00 PM.

2. Resolution No. 2023-024 authorizing the City Manager to execute a contract with Stan Excavating of Texarkana, Texas, with funds not to exceed budgeted funds in the fiscal year 2023 Major Street Maintenance Fund (Fund 120) and 2022 Bond Fund (Fund 425), for concrete replacement services used for city streets for the purpose of making roadway repairs and improvements.

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

Public Hearing:
Council Vote: February 27, 2023

3. Resolution No. 2023-025 authorizing the City Manager to execute a contract with Stan Excavating of Texarkana, Texas, for the City's street reconstruction services for asphalt streets, with funds not to exceed budgeted funds in the fiscal year 2023 Major Street Maintenance Fund (Fund 120) and 2022 Bond Fund (Fund 425), to reconstruct city streets.

   Public Hearing:
   Council Vote: February 27, 2023

4. Resolution No. 2023-027 authorizing the City Manager to execute a contract with Plummer Associates, Inc. of Fort Worth, Texas, for the development of a hydraulic analysis of the water distribution system and a water distribution system master plan, in an amount not to exceed $301,458.00, with the Texas portion not to exceed $188,592.12. Funds are available in the Utility's 2022-2023 budget in the Texas Capital Improvement Fund.

   Public Hearing:
   Council Vote: February 27, 2023

5. Resolution No. 2023-028 authorizing the City Manager to execute a contract with Springbrook Software of Portland, Oregon, for the purchase of financial software in the amount of $150,357.50, with the Texas portion not to exceed $94,063.65. Funds are available in the Utility's 2022-2023 budget in the Texas Technology Fund.

   Public Hearing:
   Council Vote: February 27, 2023

6. Resolution No. 2023-029 authorizing the City Manager to execute a contract with the HGAC Buy Board to purchase one M2-106 Conventional Cab in a total amount not to exceed $145,995.05, with the Texas portion not to exceed $91,334.50. Funds are available in the Utility's 2022-2023 budget in the Equipment Acquisition Fund.

   Public Hearing:
   Council Vote: February 27, 2023

Action Items

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

7. Ordinance No. 2023-016 amending the budget for a One Million Dollar EPA Revolving Loan Fund Grant and establishing Fund 245.

Public Hearing:
Council Vote: February 27, 2023

Camisha Scott, EPA Region 6 Project Officer, commended the city for receiving a One Million Dollar EPA Revolving Loan Fund grant. Receiving this highly competitive grant allowed the city to reach a milestone. Meeting EPA's spending and threshold requirements, now permit the city to apply for future funding without any competition during a fifteen-year period.

She said it's been a pleasure working with city staff for the last decade. She especially thanked City Manager Orr and Daphnea Ryan, who made her job much easier.

Council and staff took a photo with Ms. Scott presenting the "check" to the city.
(6:23 p.m.)

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

VII. FIRST BRIEFINGS

1. Ordinance No. 2023-026 amending Chapter 130, "Streets and Sidewalks" of the Land Development Code and amending the Master Fee List for Chapter 130 License and Permit Fees.

Public Hearing: March 13, 2023
Council Vote: March 13, 2023

Jonathan Wade briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/13/2023 6:00 PM**

VIII. PUBLIC HEARINGS

1. Resolution No. 2023-020 adopting legislative priorities for the City of Texarkana.

Public Hearing: February 27, 2023
Council Vote: February 27, 2023

There were no public comments made at this hearing.

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

(6:30 p.m.)

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

2. Resolution No. 2023-021 authorizing a written services agreement for provision of city services to RaceTrac, Inc., site [US 59 & S. Kings Hwy] in the event the City Council adopts an ordinance for full-purpose annexation of the tract.

Public Hearing: February 27, 2023
Council Vote: February 27, 2023

There were no public comments made at this hearing. Mayor Bruggeman thanked Scott Griffin, engineer for Race Trac Inc., for joining the council meeting.
(6:31 p.m.)

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

IX. CITY MANAGER'S REPORT

FY 2021 & FY 2022 Audit Updates
The FY 2021 audit is now in final review with Forvis, LLC. Staff anticipates it will be presented at the March 13th council meeting. This audit is the last step to complete the post cyber-attack recovery efforts of the city's financial system.

Staff is currently working to finalize all FY 2022 audit workpapers now and has tentatively scheduled Forvis, LLC to be on site the week of March 13th to begin the FY 2022 audit fieldwork. The goal is to have the FY 2022 audit complete in May 2023.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XI. CLOSED SESSION

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with the City Attorney) and Section 551.074 (Personnel Matters).

XII. RECONVENED INTO OPEN SESSION

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:33 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Feb 27, 2023 6:00 PM (Consent Items)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 3/9/2023 3:25 PM

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

Subject: Ordinance No. 2023-031 amending Chapter 105, "Buildings and Construction" of the Land Development Code, by moving and amending Section 130-10 ("High-rise signs") to Section 105-11.

Briefing: 3/13/2023 **Public Hearing:** **Council Vote:** 3/13/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

During the February 27, 2023, Council meeting, when briefing proposed Ord. No. 2023-026 (revising Chapter 130 of the Land Development Code), the relocation of Section 130-10 (High Rise Signs) was proposed to be relocated to another chapter of the Code, and with Council consent this proposed relocation is placed on the Consent Agenda.

Executive Summary and Background Information:

When updating Chapter 130 Streets and Sidewalks, the Public Works department determined that the regulatory authority assigned to the City Engineer for High-rise signs, Section 130-10, would be better placed with the Chief Building Official; and with one change, it was determined that this section of the Code would be better placed in the general provisions of Article I of Chapter 105.

Potential Options:

- Approve
- Not Approve

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. 2023-031 Goals & Perspectives (DOCX)
b. 2023-031 ORD Amend Ch 105 High Rise sign (DOCX)
c. 2023-031 RES amd ch. 105 Buildings signed (PDF)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	Completed	02/28/2023 2:58 PM
Building Code Administration	Mashell Daniel	Review	Completed	03/02/2023 11:06 AM
City Attorney	Jeffery C. Lewis	Review	Completed	03/03/2023 9:26 AM
Finance Department	Kristin Peeples	Finance Review	Completed	03/03/2023 9:39 AM
City Manager	David Orr	City Manager Review	Completed	03/08/2023 9:57 AM
City Council	Jennifer Evans	Meeting	Completed	03/13/2023 6:00 PM

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-031 Goals & Perspectives (3938 : 2023-031 ORD Amending Chapter 105 "Buildings and Construction")

ORDINANCE NO. 2023-031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 105 ("BUILDINGS AND CONSTRUCTION"), ARTICLE I, OF THE LAND DEVELOPMENT CODE, BY MOVING AND AMENDING SECTION 130-10 ("HIGH-RISE SIGNS") TO SECTION 105-11; CONTAINING REPEALER AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, the Public Works department recommends, in conjunction with revisions to Chapter 130 ("Streets and Sidewalks") of the Land Development Code, to relocate and revise Section 130-10, regulating "High-rise signs", to the general provisions of Chapter 105 ("Buildings and Construction"), Article I, placing regulatory authority under the Chief Building Official in place of the City Engineer, and renumbering the remaining reserved sections of that article; and

WHEREAS, the City Council finds and determines that these revisions to the Land Development Code as proposed by the Public Works department and as set forth in this ordinance are reasonable and in the best interests of the City.

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

SECTION 1: Chapter 105, Article I, of the Land Development Code of the City of Texarkana, Texas, shall be amended by moving and amending Section 130-10 ("High-rise signs") to Chapter 105, Section 105-11, and renumbering remaining reserved sections under said article, as set out below:

Sec. 105-11. High-rise signs.

(a) High-rise signs, as defined herein, are signs of any kind which exceed 30 feet in height as measured from the ground level to the topmost part of the structure, and shall include, signs attached to or placed on buildings or structures not specifically built for supporting such signs. High-rise signs are also defined as any sign of sufficient height and proximity to existing electrical power lines that they could fall or be blown down upon any electrical line of more than 300 volts to ground.

(b) Before any permit is issued for such sign, a construction plan shall be submitted to the Chief Building Official by the applicant for the permit. The specifications and design of such sign must bear the seal and signature of a registered professional engineer in the state certifying that the design and specifications meet or exceed the minimum requirements as set forth in the building code which has been adopted by reference by the city in this Code. Failure to furnish such certification upon request shall constitute grounds for refusal of the permit.

Attachment: 2023-031 ORD Amend Ch 105 High Rise sign (3938 : 2023-031 ORD Amending Chapter 105 "Buildings and Construction")

(c) No guys on any type structure that extend over any electrical power line 300 volts to ground shall be permitted.

Secs. 105-12—105-35. - Reserved.

SECTION 2: All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 4: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 5: 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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-031 ORD Amend Ch 105 High Rise sign (3938 : 2023-031 ORD Amending Chapter 105 "Buildings and Construction")

ORDINANCE NO. 2023-031

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 105 ("BUILDINGS AND CONSTRUCTION"), ARTICLE I, OF THE LAND DEVELOPMENT CODE, BY MOVING AND AMENDING SECTION 130-10 ("HIGH-RISE SIGNS") TO SECTION 105-11; CONTAINING REPEALER AND SEVERABILITY CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, the Public Works department recommends, in conjunction with revisions to Chapter 130 ("Streets and Sidewalks") of the Land Development Code, to relocate and revise Section 130-10, regulating "High-rise signs", to the general provisions of Chapter 105 ("Buildings and Construction"), Article I, placing regulatory authority under the Chief Building Official in place of the City Engineer, and renumbering the remaining reserved sections of that article; and

WHEREAS, the City Council finds and determines that these revisions to the Land Development Code as proposed by the Public Works department and as set forth in this ordinance are reasonable and in the best interests of the City.

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

SECTION 1: Chapter 105, Article I, of the Land Development Code of the City of Texarkana, Texas, shall be amended by moving and amending Section 130-10 ("High-rise signs") to Chapter 105, Section 105-11, and renumbering remaining reserved sections under said article, as set out below:

Sec. 105-11. High-rise signs.

(a) High-rise signs, as defined herein, are signs of any kind which exceed 30 feet in height as measured from the ground level to the topmost part of the structure, and shall include, signs attached to or placed on buildings or structures not specifically built for supporting such signs. High-rise signs are also defined as any sign of sufficient height and proximity to existing electrical power lines that they could fall or be blown down upon any electrical line of more than 300 volts to ground.

(b) Before any permit is issued for such sign, a construction plan shall be submitted to the Chief Building Official by the applicant for the permit. The specifications and design of such sign must bear the seal and signature of a registered professional engineer in the state certifying that the design and specifications meet or exceed the minimum requirements as set forth in the building code which has been adopted by reference by the city in this Code. Failure to furnish such certification upon request shall constitute grounds for refusal of the permit.

Attachment: 2023-031 RES amd ch. 105 Buildings signed (3938 : 2023-031 ORD Amending Chapter 105 "Buildings and Construction")

(c) No guys on any type structure that extend over any electrical power line 300 volts to ground shall be permitted.

Secs. 105-12—105-35. - Reserved.

SECTION 2: All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 4: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 5: 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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:18 p.m.

Attachment: 2023-031 RES amd ch. 105 Buildings signed (3938 : 2023-031 ORD Amending Chapter 105 "Buildings and Construction")

City of Texarkana, Texas

Briefing Sheet

Version: A
Update Date: 3/7/2023 4:24 PM

Lead Department: Public Works Department **Action Officer:** Jonathan Wade,
Subject: Ordinance No. 2023-033 closing and abandoning a sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition.

Briefing: 3/13/2023 **Public Hearing:** **Council Vote:** 3/13/2023

Item Schedule
Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City received a request from Mr. Todd Butler for the abandonment of a 16' Utility Easement located inside 4205 and 4203 North State Line Avenue. This section is in the North Park Addition and encompasses Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2.

This easement was originally produced as the result of an alleyway abandonment, attached in the packet. The purpose of this utility easement abandonment is to relocate the easement area for future development.

The City sent out a memorandum to City Departments and Utility Representatives. The City has no plans to ever use this easement for future purposes. Comments have been given by Utility Representatives in relation to the easement relocation but no comments with the original easement abandonment. Attached in the packet is the memorandum and responses.

Potential Options:

- Approve closure and abandonment
- Not approve closure and abandonment

Fiscal Implications:

No fiscal implications

Staff Recommendation:

Staff recommends approval of the utility easement abandonment

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-033 ATTH 01 Memo To City Staff and Utility Companies (PDF)
b. 2023-033 ATTH 02 Staff and Utility Comments and Approvals (PDF)
c. 2023-033 ATTH 03 Original Alleyway Abandonment (PDF)
d. 2023-033 ATTH 04 4203-4305 State Line Ave Comments (PDF)
e. 2023-033 EXH 'A' - Property Description (PDF)
f. 2023-033 ORD Easement Abandonment for 4203-4305 State Line Ave (DOCX)
g. 2023-033 Goals and Perspectives (DOCX)
h. 2023-033 ORD Closing Easement No. Park Addn signed (PDF)

Staff Coordination

Public Works Department		Jonathan Wade	Review	Completed 03/03/2023 1:43 PM
Public Works Department	Completed	Dusty Henslee	Department Head Review	03/03/2023 2:55 PM
City Attorney	Jeffery C. Lewis	Review	Completed	03/03/2023 3:00 PM
Fire Department	Vicky Coopwood	Review	Skipped	03/09/2023 11:58 AM
Police	Jennifer Evans	Review	Skipped	03/10/2023 12:12 PM
City Manager	Jennifer Evans	City Manager Review	Completed	03/10/2023 12:12 PM
City Council	Jennifer Evans	Meeting	Completed	03/13/2023 6:00 PM

Meeting History

CITY OF
TEXARKANA
TEXAS
Public Works Department

220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

February 1st, 2023

City Departments and Utility Representatives

Re: Proposed Easement Abandonment

The City of Texarkana, Texas has received a letter from Todd Butler requesting the abandonment and relocation of an approximately 16' utility easement located in Block 1 of North Park.

Please refer to the attachments and provide any comments to me by February 15th, 2023 if you are in favor of abandonment and relocation.

Your prompt response is appreciated. If you have any questions, please contact me at my office or through email.

Sincerely,

Jonathan Wade, PE, CFM
City Engineer
Office: (903) 798-3251
Cell: (903) 908-2725
Jonathan.wade@txkusa.org

Attachment: 2023-033 ATTH 01 Memo To City Staff and Utility Companies (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

Ozark Civil Engineering Inc.
3214 N.W. Avignon Way, Suite 4 ♦ Bentonville, AR 72712
479-464-8850 telephone ♦ 479-464-9040 fax

January 24, 2023
Sent Via Email

Att: City Council Members
City of Texarkana, TX
220 Texas Blvd
Texarkana, TX 75501

Re: Tidal Wave Auto Spa
4203 & 4305 State Line Ave-Texarkana, TX
Utility Easement Abandonment

Council Members,

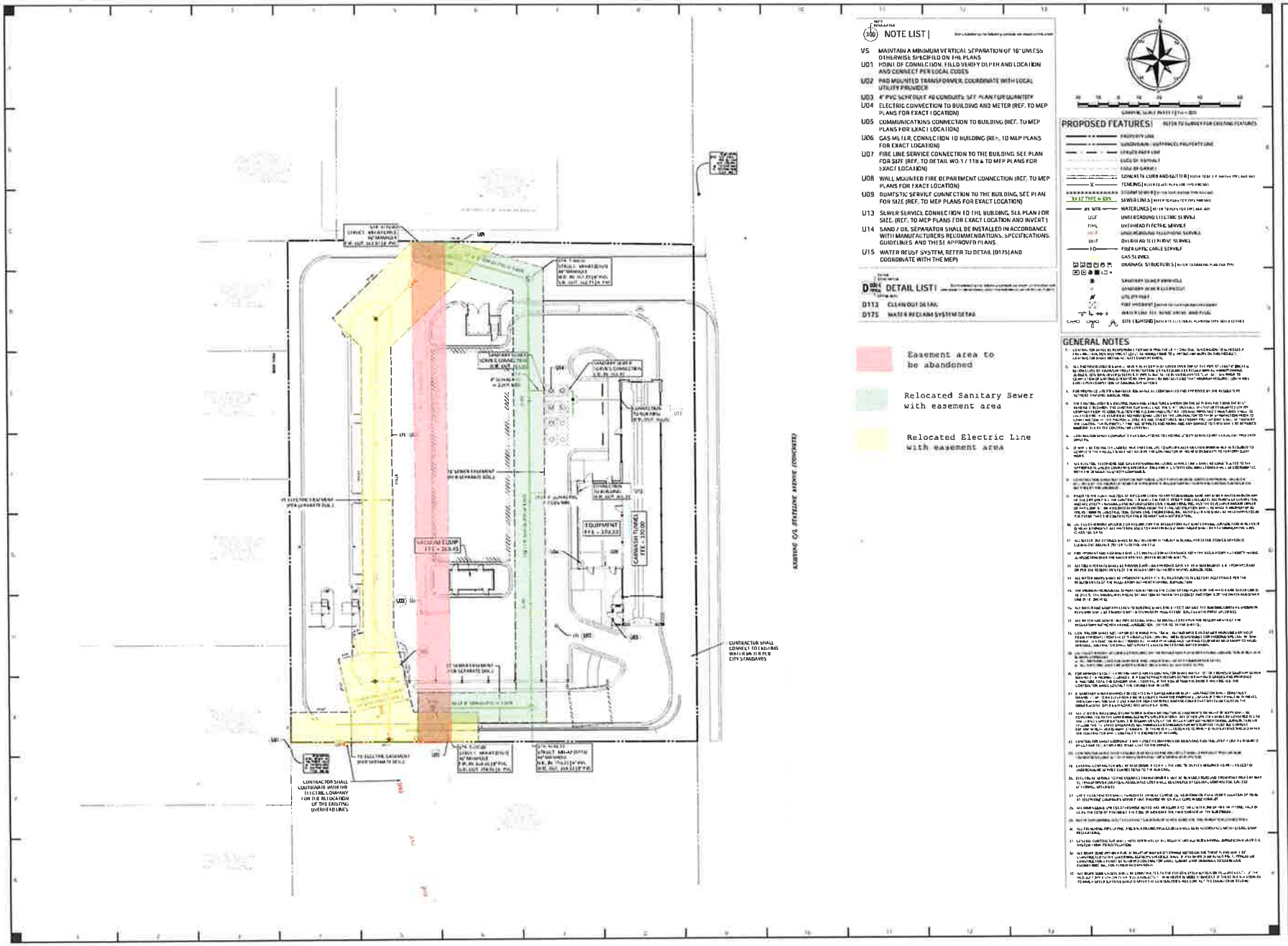
We are proposing a new carwash (Tidal Wave Auto Spa) to be located at 4203 & 4305 State Line Ave-Texarkana, TX. To develop the site, we will need to abandon an existing utility easement and relocate the easement as shown on the attached document. This will require the relocation of the sanitary sewer main, electrical line and telecommunication lines to the new easement areas.

Thank you for your consideration,

Ozark Civil Engineering, Inc.

Todd A. Butler, PE
President

Attachment: 2023-033 ATTH 01 Memo To City Staff and Utility Companies (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement



811 Know what's below. Call before you dig.

Civil Engineering Inc.
3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712
479 464 8850 | OFFICE 479 464 9040 | FAX

UTILITY PLAN

SITE IMPROVEMENT PLANS
TIDAL WAVE AUTO SPA
4305 N STATE LINE AVE
TEXARKANA, TX 75503

DRAWN BY
JOB #: 22-1
ORIGINAL ISSUE DATE: 01/20/23
DESCRIPTION: DESIGN
SHEET #: C6.0

2023-033 ATTH 01

Packet Pg. 25

7.3.a

Attachment: 2023-033 ATTH 01 Memo To City Staff and Utility Companies (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

CITY OF TEXARKANA TEXAS

P.O. Box 1967
Texarkana, TX 75504
Phone (903) 798-3900

Application for Easement Abandonment

Type:

x *Utility* ___*Drainage* ___ *Other*

Purpose of Abandonment: Relocation for Tidal Wave Auto Spa development

Applicant/Agent Information:

Name: John Lapointe

Address: 124 E. Thompson Street

Phone: (813) 690-3759 Fax: ( ) _____ Work E-mail: jlapointe@brightworkre.com

Required Documents needed to proceed with review:

- Letter requesting abandonment
- Electronic Copy of plat/deed/plot plan showing requested abandonment
- Letter/Petition from all adjacent property owners agreeing to abandonment

Required Documents needed prior to City Council Approval:

- Abandonment release form signed by owner/applicant
- Abandonment release form signed by adjacent land owners
- Legal Exhibit and Property Description of property being abandoned
- Application Fee

Note: Partial abandonment requests will not be accepted.

John Lapointe
Applicant's Printed Name

DocuSigned by:
John Lapointe
A3079AE3776141C...
Applicant's Signature

1/23/2023
Date

Application Fee: **$750**

Application Fee Paid: _____

Received by: _____

Receipt No.: _____

Attachment: 2023-033 ATTH 01 Memo To City Staff and Utility Companies (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

TEX-Wade, Jonathan

From: Zac Pianalto <zspianalto@aep.com>
Sent: Wednesday, February 1, 2023 3:04 PM
To: TEX-Wade, Jonathan; Dusty Wiley
Subject: RE: Proposed North Park Utility Easement Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jonathan,

The proposed new SWEPCO easement was shown correctly on the document provide by Mr. Butler, the new easement has not been recorded. The purpose of the abandonment is to build a Tidal Wave Auto Spa between Slim Chickens and Zips.

Let me know if you need anything else.
Zac

SOUTHWESTERN ELECTRIC POWER COMPANY
ZAC PIANALTO | ENGINEER
ZSPIANALTO@AEP.COM | C:903.826.5027
3708 W 7TH ST, TEXARKANA, TX 75501-6324

From: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Sent: Wednesday, February 1, 2023 2:56 PM
To: michael.a.latham@windstream.com; chris.jackson@windstream.com; joe.langley@sparklight.biz; Dusty Wiley <dwwiley@aep.com>; Zac Pianalto <zspianalto@aep.com>; 'diane.engelkes@centerpointenergy.com' <diane.engelkes@centerpointenergy.com>; 'Brooks, Brandon D' <Brandon.Brooks@centerpointenergy.com>; 'Ronnie.Watkins@centerpointenergy.com' <Ronnie.Watkins@centerpointenergy.com>; 'rick.syphers@cableone.biz' <rick.syphers@cableone.biz>; 'mpollard@swrea.com' <mpollard@swrea.com>; 'gregr@bcec.com' <gregr@bcec.com>; 'todc@bcec.com' <todc@bcec.com>; 'rexa@bcec.com' <rexa@bcec.com>; TWU-Smith, Gary <gsmith@txkusa.org>; TWU-Smith, Gary <gsmith@txkusa.org>; TTPD-Schutte, Kevin <Schutte@txkusa.org>; TTFD-Black, Chris <cblack@txkusa.org>; 'Jeff Tollett (jtollett@swrea.com)' <jtollett@swrea.com>; 'David Plunk' <dplunk@swrea.com>; 'Miller, William Jarrod' <WJMiller@wm.com>
Subject: [EXTERNAL] Proposed North Park Utility Easement Abandonment

This is an **EXTERNAL** email. **STOP**. **THINK** before you CLICK links or OPEN attachments. If suspicious, please click the '**Report to Incidents**' button. No button, forward to incidents@aep.com.

All,

The City has received a request to abandon and relocate a portion of utility easement in block 1 of the North Park subdivision, located across 4203 and 4305 State Line Avenue. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
City Engineer

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

TEX-Wade, Jonathan

From: Tod Corbin <todc@bcec.com>
Sent: Wednesday, February 1, 2023 3:43 PM
To: TEX-Wade, Jonathan
Subject: RE: Proposed North Park Utility Easement Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Mr. Wade,
Bowie-Cass Electric Cooperative has no comment on the proposed utility easement abandonment.
Tod Corbin
Bowie-Cass Electric Cooperative, Inc.

From: TEX-Wade, Jonathan [mailto:Jonathan.Wade@txkusa.org]
Sent: Wednesday, February 01, 2023 2:56 PM
To: michael.a.latham@windstream.com; chris.jackson@windstream.com; joe.langley@sparklight.biz; 'Dusty Wiley'; 'Zac Pianalto'; 'diane.engelkes@centerpointenergy.com'; 'Brooks, Brandon D'; 'Ronnie.Watkins@centerpointenergy.com'; 'rick.syphers@cableone.biz'; 'mpollard@swrea.com'; Greg D. Russell; Tod Corbin; 'rexa@bcec.com'; TWU-Smith, Gary; TWU-Smith, Gary; TTPD-Schutte, Kevin; TTFD-Black, Chris; 'Jeff Tollett (jtollett@swrea.com)'; 'David Plunk'; 'Miller, William Jarrod'
Subject: Proposed North Park Utility Easement Abandonment

All,

The City has received a request to abandon and relocate a portion of utility easement in block 1 of the North Park subdivision, located across 4203 and 4305 State Line Avenue. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
City Engineer
City of Texarkana, Texas
Office: (903) 798-3251
Cell: (903) 908-2725
Email: Jonathan.Wade@txkusa.org

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

TEX-Wade, Jonathan

From: Langley, Joe <Joe.Langley@cableone.biz>
Sent: Thursday, February 16, 2023 9:36 AM
To: TEX-Wade, Jonathan
Subject: RE: Proposed North Park Utility Easement Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

OK, thanks. We will just plan to move our lines as well, over to the new pole line.

From: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Sent: Thursday, February 16, 2023 9:12 AM
To: Langley, Joe <Joe.Langley@cableone.biz>
Subject: RE: Proposed North Park Utility Easement Abandonment

CAUTION: External source. THINK BEFORE YOU CLICK!

Joe,

Per the Utility Plan shown on the request letter, they will be relocating onto poles.

Thank you,

Jonathan Wade, PE, CFM
City Engineer
City of Texarkana, Texas
Office: (903) 798-3251
Cell: (903) 908-2725
Email: Jonathan.Wade@txkusa.org

From: Langley, Joe <Joe.Langley@cableone.biz>
Sent: Thursday, February 2, 2023 10:39 AM
To: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Subject: RE: Proposed North Park Utility Easement Abandonment

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Will they be moving the electric poles in the existing easement? Also, will the electric be moved underground?

From: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Sent: Wednesday, February 1, 2023 2:56 PM
To: michael.a.latham@windstream.com; chris.jackson@windstream.com; Langley, Joe <Joe.Langley@cableone.biz>; 'Dusty Wiley' <dwwiley@aep.com>; 'Zac Pianalto' <zspianalto@aep.com>; 'diane.engelkes@centerpointenergy.com' <diane.engelkes@centerpointenergy.com>; 'Brooks, Brandon D' <Brandon.Brooks@centerpointenergy.com>;

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

'Ronnie.Watkins@centerpointenergy.com' <Ronnie.Watkins@centerpointenergy.com>; 'rick.syphers@cableone.biz' <rick.syphers@cableone.biz>; 'mpollard@swrea.com' <mpollard@swrea.com>; 'gregr@bcec.com' <gregr@bcec.com>; 'todc@bcec.com' <todc@bcec.com>; 'rexa@bcec.com' <rexa@bcec.com>; TWU-Smith, Gary <gsmith@txkusa.org>; TWU-Smith, Gary <gsmith@txkusa.org>; TTPD-Schutte, Kevin <Schutte@txkusa.org>; TTFD-Black, Chris <cblack@txkusa.org>; 'Jeff Tollett (jtollett@swrea.com)' <jtollett@swrea.com>; 'David Plunk' <dplunk@swrea.com>; 'Miller, William Jarrod' <WJMiller@wm.com>
Subject: Proposed North Park Utility Easement Abandonment

CAUTION: External source. THINK BEFORE YOU CLICK!

All,

The City has received a request to abandon and relocate a portion of utility easement in block 1 of the North Park subdivision, located across 4203 and 4305 State Line Avenue. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
City Engineer
City of Texarkana, Texas
Office: (903) 798-3251
Cell: (903) 908-2725
Email: Jonathan.Wade@txkusa.org

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

TEX-Wade, Jonathan

From: TWU-Smith, Gary
Sent: Thursday, February 2, 2023 8:19 AM
To: TEX-Wade, Jonathan
Cc: TWU-Akard, Teresa; TWU-Icenhower, Kenny; TWU-Moss, Bill; TWU-White, Pamela
Subject: FW: Proposed North Park Utility Easement Abandonment
Attachments: Memo-ROWAbandonment4203-4305StateLineAve.pdf; Letter requesting abandonment.pdf; Easement Abandonment North Park Sub.doc

Jonathan,

Attached is our review. Thanks

Gary Smith, P.E.
Executive Director
Texarkana Water Utilities
(903) 798-3821

From: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Sent: Wednesday, February 1, 2023 2:56 PM
To: michael.a.latham@windstream.com; chris.jackson@windstream.com; joe.langley@sparklight.biz; 'Dusty Wiley' <dwwiley@aep.com>; 'Zac Pianalto' <zspianalto@aep.com>; 'diane.engelkes@centerpointenergy.com' <diane.engelkes@centerpointenergy.com>; 'Brooks, Brandon D' <Brandon.Brooks@centerpointenergy.com>; 'Ronnie.Watkins@centerpointenergy.com' <Ronnie.Watkins@centerpointenergy.com>; 'rick.syphers@cableone.biz' <rick.syphers@cableone.biz>; 'mpollard@swrea.com' <mpollard@swrea.com>; 'gregr@bcec.com' <gregr@bcec.com>; 'todc@bcec.com' <todc@bcec.com>; 'rexa@bcec.com' <rexa@bcec.com>; TWU-Smith, Gary <gsmith@txkusa.org>; TWU-Smith, Gary <gsmith@txkusa.org>; TTPD-Schutte, Kevin <Schutte@txkusa.org>; TTFD-Black, Chris <cblack@txkusa.org>; 'Jeff Tollett (jtollett@swrea.com)' <jtollett@swrea.com>; 'David Plunk' <dplunk@swrea.com>; 'Miller, William Jarrod' <WJMiller@wm.com>
Subject: Proposed North Park Utility Easement Abandonment

All,

The City has received a request to abandon and relocate a portion of utility easement in block 1 of the North Park subdivision, located across 4203 and 4305 State Line Avenue. Please review the attached documents and provide me with your comments. If you have any questions, feel free to contact me at any time.

Thank you,

Jonathan Wade, PE, CFM
City Engineer
City of Texarkana, Texas
Office: (903) 798-3251
Cell: (903) 908-2725
Email: Jonathan.Wade@txkusa.org

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

Texarkana Water Utilities
801 Wood Street, P.O. Box 2008, Texarkana, Texas 75504

(903) 798-3800 Phone
711 TTY
(903) 791-0724 Fax

MEMORANDUM

To: Jonathan Wade, P.E., CFM, City Engineer, City of Texarkana, Texas

From: Gary L. Smith, P.E., Executive Director, TWU

Date: February 2, 2023

Re: **Easement Abandonment – A Portion of the Utility Easement in Block 1 of the North Park Subdivision**

The Utility staff has reviewed the above referenced request for an easement abandonment and has the following comments:

1. There is an existing six-inch (6") sanitary sewer main in this easement.
2. The Utility does not object to the abandonment of this section of the utility easement provided the sewer is relocated and an easement is provided as shown on the attached drawing C6.0 dated January 1, 2023.
3. The size and location of the existing sewer main has not been field verified. The developer's representative shall field verify the size and location of the existing utilities before any construction.

If you should have any questions or require further information, please do not hesitate to contact me. Thank you.

cc: Kenny Icenhower, P.E., Assistant Executive Director, TWU
Bill Moss, GIS Technician, TWU
Teresa Akard, M & O Coordinator, TWU
Pam White, Administrative Coordinator, TWU

Texarkana Water Utilities is an equal opportunity provider and employer

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement

TEX-Wade, Jonathan

From: Jackson, Chris L <Chris.Jackson@windstream.com>
Sent: Wednesday, March 1, 2023 10:11 AM
To: TEX-Wade, Jonathan
Cc: TEX-Henslee, Dustin
Subject: RE: 4203 & 4305 N. State Line Ave; Texarkana, TX-Easement Abandonment/relocation for future Tidal Wave Auto Spa

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Windstream has aerial copper and fiber in that easement. We would need to relocate at customer's expense into the easement power will be using.

Thanks,

Chris Jackson
Kinetic by Windstream
Engineer/OPT OSP Design Engineering
507 Olive St.
Texarkana, TX 75503
Cell 903-748-3042
Chris.Jackson@windstream.com

Sensitivity: Internal

From: TEX-Wade, Jonathan <Jonathan.Wade@txkusa.org>
Sent: Wednesday, March 1, 2023 8:37 AM
To: Jackson, Chris L <Chris.Jackson@windstream.com>
Cc: TEX-Henslee, Dustin <dustin.henslee@txkusa.org>
Subject: FW: 4203 & 4305 N. State Line Ave; Texarkana, TX-Easement Abandonment/relocation for future Tidal Wave Auto Spa

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

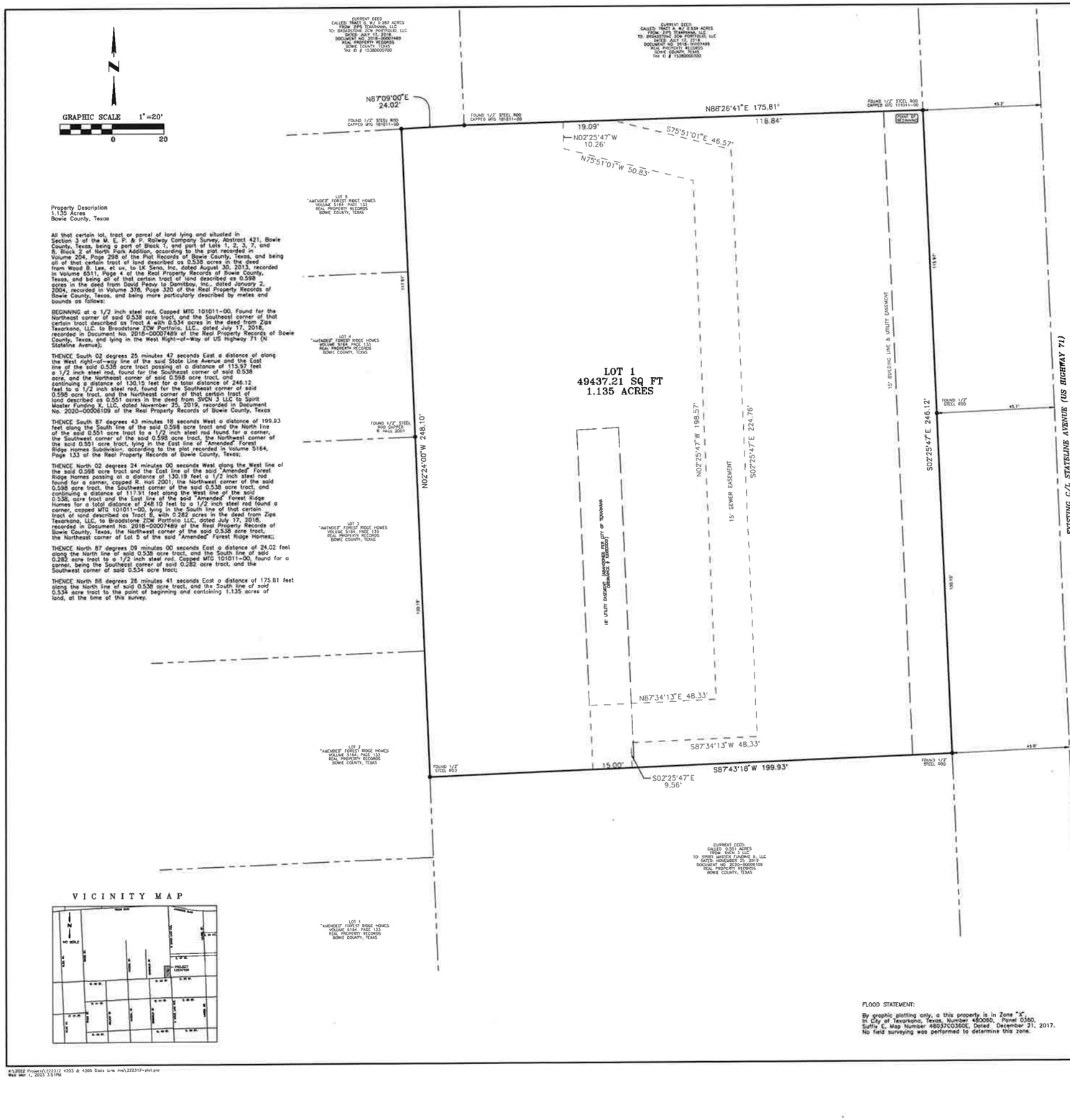
Mr. Jackson,

Just wanted to verify that there were no Windstream comments on the below project. If you need any additional information, please let me know.

Thank you,

Jonathan Wade, PE, CFM
City Engineer

Attachment: 2023-033 ATTH 02 Staff and Utility Comments and Approvals (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement



Property Description
1.135 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of Block 1, and part of Lots 1, 2, 3, 7, and 8, Block 2, of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and being all of that certain tract of land described as 0.538 acres in the deed from Wood B. Lee, et ux, to LK Sena, Inc, dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, and being all of that certain tract of land described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 378, Page 320 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod, Capped MTG 101011-00, Found for the Northeast corner of said 0.538 acre tract, and the Southeast corner of that certain tract described as Tract A with 0.534 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, and lying in the West Right-of-Way of US Highway 71 (N Stateline Avenue);

THENCE South 02 degrees 25 minutes 47 seconds East a distance of along the West right-of-way line of the said State Line Avenue and the East line of the said 0.538 acre tract passing at a distance of 115.97 feet a 1/2 inch steel rod, found for the Southeast corner of said 0.538 acre, and the Northeast corner of said 0.598 acre tract, and continuing a distance of 130.15 feet for a total distance of 246.12 feet to a 1/2 inch steel rod, found for the Southeast corner of said 0.598 acre tract, and the Northeast corner of that certain tract of land described as 0.551 acres in the deed from SVCN 3 LLC to Spirit Master Funding X, LLC, dated November 25, 2019, recorded in Document No. 2020-00006109 of the Real Property Records of Bowie County, Texas

THENCE South 87 degrees 43 minutes 18 seconds West a distance of 199.93 feet along the South line of the said 0.598 acre tract and the North line of the said 0.551 acre tract to a 1/2 inch steel rod found for a corner, the Southwest corner of the said 0.598 acre tract, the Northwest corner of the said 0.551 acre tract, lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 02 degrees 24 minutes 00 seconds West along the West line of the said 0.598 acre tract and the East line of the said "Amended" Forest Ridge Homes passing at a distance of 130.19 feet a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Northwest corner of the said 0.598 acre tract, the Southwest corner of the said 0.538 acre tract, and continuing a distance of 117.91 feet along the West line of the said 0.538, acre tract and the East line of the said "Amended" Forest Ridge Homes for a total distance of 248.10 feet to a 1/2 inch steel rod found a corner, capped MTG 101011-00, lying in the South line of that certain tract of land described as Tract B, with 0.282 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio LLC, dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, the Northwest corner of the said 0.538 acre tract, the Northeast corner of Lot 5 of the said "Amended" Forest Ridge Homes;

THENCE North 87 degrees 09 minutes 00 seconds East a distance of 24.02 feet along the North line of said 0.538 acre tract, and the South line of said 0.282 acre tract to a 1/2 inch steel rod, Capped MTG 101011-00, found for a corner, being the Southeast corner of said 0.282 acre tract, and the Southwest corner of said 0.534 acre tract;

THENCE North 88 degrees 26 minutes 41 seconds East a distance of 175.81 feet along the North line of said 0.538 acre tract, and the South line of said 0.534 acre tract to the point of beginning and containing 1.135 acres of land, at the time of this survey.

VICINITY MAP

CERTIFICATE OF DEDICATION BY OWNER

We, New Potato Creek Holdings, LLC., being the Owner of a tract of land as shown on the attached map or plat have caused the same to be surveyed, platted and subdivided as shown, and which subdivision shall hereafter be known as the New Potato Addition, a Replat of part of Block No. 1, and parts of Lots No 1-3, and Lots 7-8 of Block No. 2 of North Park Addition, a subdivision of a part of the M. E. P. and P. Railway Company Headright Survey, Abstract 421, Bowie County, Texas, and by this instrument, we hereby dedicate the easements as shown on this plat for utility purposes.

_____
John Lapointe, Managing Member
New Potato Creek Holdings, LLC

STATE OF TEXAS
COUNTY OF BOWIE

Before me, the undersigned authority in and for said County and State, on this day personally appeared John Lapointe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed, and in the capacity therein stated. GIVEN UNDER MY HAND AND SEAL

this _____ day of _____, 2023.

Notary Public _____ Commission Expires: _____
State of Texas

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

We, the undersigned, do hereby certify that the New Potato Addition, a Replat of part Block No. 1, and Part of Lots No. 1-3, and Lots 7-8, Block No. 2 of North Portk Addition, a subdivision of a part of the M. E. P. and P. Railway Company Survey, Abstract 421, Bowie County, Texas, together with the Owner's Certificate and Surveyor's Certificate of same were presented to the Planning Commission of the City of Texarkana, Bowie County, Texas, for its approval, and that said plat, Owner's Certificate, and Surveyor's Certificate being found to conform to the requirements in all respects, are in all things approved

on this tha _____ day of _____, 2023.

_____
Chairman

_____
Secretary

Planning Commission Approval
Expires on_____

CERTIFICATE OF ENGINEER OR SURVEYOR

I, Jeffrey A. Wood, do hereby certify that I am a Registered Professional Land Surveyor in the State of Texas and that subdivision plat attached hereto correctly reflects the results of a survey made by me on the ground November 30, 2022, that the corner monuments are in place at points on the boundaries as shown, that there are no visible encroachments (other than shown on the map) or discrepancies, and that the subdivision shall be known as the New Potato Addition, a Replat of of Part of Block No. 1, and Parts Lots No. 1-3, and 7-8 Block No. 2 of North Park Addition, a subdivision of a part of the M. E. P. and P. Railway Company Survey, Abstract 421, Bowie County, Texas.

_____
Jeffrey A. Wood
Registered Professional Land Surveyor
No. 6220, State of Texas
Firm Certificate No. 101011-00
Date: February 15, 2023

STATE OF TEXAS
JEFFREY A. WOOD
6220
REGISTERED
PROFESSIONAL
LAND SURVEYOR

SURVEYOR NOTE:
THE PURPOSE OF THE REPLAT IS TO MAKE THE FOLLOWING CHANGES:

1) TO COMBINE THE TRACTS DESCRIBED IN VOLUME 6511, PAGE 4, AND VOLUME 378, PAGE 320

2) THIS PLAT IS NOT IN VIOLATION OF ANY RESTRICTIVE COVENANTS AFFECTING THE PROPERTY.

FLOOD STATEMENT:

By graphic plotting only, a this property is in Zone "X", in City of Texarkana, Texas, Number 480060, Panel 0360, Suffix E, Map Number 48037C0360E, Dated December 21, 2017. No field surveying was performed to determine this zone.

NOTE:
In providing this boundary survey, no attempt has been made to obtain or show data concerning existence, size, depth, condition, capacity or location of any utility existing on the site, whether private, municipal or public owned. Subsurface and environmental conditions were not surveyed or examined or statement is made concerning the existence of underground or overhead conditions, containers or facilities that may affect the use or development of this property. Easement research was not done for this property by the surveyor, nor was a current title policy provided prior to this survey.

NEW POTATO ADDITION
REPLAT OF PART OF BLOCK NO. 1, AND PARTS OF LOTS NO. 1-3, AND 7-8, BLOCK NO. 2 OF NORTH PARK ADDITION

1.135 ACRES IN THE
M. E. P. AND P.
RAILWAY COMPANY
SURVEY, ABSTRACT 421
BOWIE COUNTY, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No	Dwg Date
DH	JW	236011	02/15/2023

File No. | Sheet No.

MTG engineers & surveyors
5930 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com
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K:\2022 Projects\222312 4203 & 4305 State Line Ave\222312-plat.pro
Wed Mar 1, 2023 3:51PM

Attachment: 2023-033 ATTH 03 Original Alleyway Abandonment (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of North

QUITCLAIM DEED

THE STATE OF TEXAS §

COUNTY OF BOWIE §

KNOW ALL MEN BY THESE PRESENTS:

BOWIE COUNTY, TEXAS
Marylene Megason
County Clerk
On: Apr 14,1998 at 04:46P

That the City of Texarkana, Texas, a Municipal Corporation of the County of Bowie, State of Texas, by and through its City Manager, George T. Shackelford, by authority of Ordinance No. **73-98**, passed and approved by City Council on **March 23, 1998**, for mutual consideration, the receipt of which is hereby acknowledged, have QUITCLAIMED, and by these presents to QUITCLAIM unto **David M. Segal** all of its right, title and interest in and to the following described real property situated in Bowie County, Texas, to-wit:

Field Notes: Describing a certain tract of land being a part of the North Park Addition in the City of Texarkana, Bowie County, Texas, by metes and bounds as follows:

BEGINNING at the southeast corner of Lot 6, Block 2 of North Park Addition in the City of Texarkana, Bowie County, Texas:

THENCE: North 250 feet along the east line of lots 6, 7 and 8 of said Block 2 of North Park Addition also along the west right-of-way of a 16 foot alley to a point for corner being the northeast corner of said Lot 8;

THENCE: S89° 51' E 16 feet to a point for corner being the northwest corner of Lot 1 of said Block 2 also being in the east right-of-way of a 16 foot alley;

THENCE: South 250 feet along the west line of Lots 1, 2, 3, 4 and 5 of said Block 2 also being along the east right-of-way of a 16 foot alley to a point for corner being the southwest corner of said Lot 5;

THENCE: N89° 51' W 16 feet to the POINT OF BEGINNING and containing 0.0918 acres (4000 square feet) of land, more or less.

SAVE AND EXCEPT: The City of Texarkana, Texas, retains a utility easement that encompasses the entire property described above.

#	Volm	Page
4642	2827	102

2 c:\msoffice\winword\deeds\73-98-qc

Unofficial Copy

Attachment: 2023-033 ATTH 03 Original Alleyway Abandonment (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of North

TO HAVE AND TO HOLD all of its right, title and interest in and to the above described property and premises unto the said grantee, its successors and assigns forever, so that neither it nor its successors, legal representatives or assigns shall have, claim or demand any right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this 13th day of April, A.D., 1998.

CITY OF TEXARKANA, TEXAS

BY: _____
GEORGE T. SHACKELFORD
CITY MANAGER

ATTEST:

Geri Haddock
GERI HADDOCK, CITY SECRETARY

STATE OF TEXAS
COUNTY OF BOWIE

Before me, the undersigned authority, on this day personally appeared GEORGE T. SHACKELFORD, City Manager, of the City of Texarkana, Texas, a Municipal Corporation in Bowie County, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 13th day of April, A.D., 1998.

MARILYN MERRIMAN
NOTARY PUBLIC
State of Texas
Comm. Exp. 12-06-2000

Marilyn Merriman
Notary Public, Bowie County, Texas
My Commission Expires: 12-06-2000

4642 Volm 2827 Page 103

c:\msoffice\winword\deeds\73-98-qc

2

Unofficial Copy

Attachment: 2023-033 ATTH 03 Original Alleyway Abandonment (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of North

Dept. Con Rec. Ast

BOWIE COUNTY, TEXAS
Marylene Megason
County Clerk
On: Apr 14,1998 at 04:46p

4642 # Vol 2827 Page 104

C $3.00

MARYLENE MEGASON, COUNTY CLERK, BOWIE COUNTY, TEXAS
BY: Pat Green DEPUTY

Unofficial Copy

Attachment: 2023-033 ATTH 03 Original Alleyway Abandonment (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of North

CITY OF
TEXARKANA
Public Works Department
TEXAS
220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

Date: March 3rd, 2023

To: File

From: Jonathan Wade, PE, CFM, City Engineer

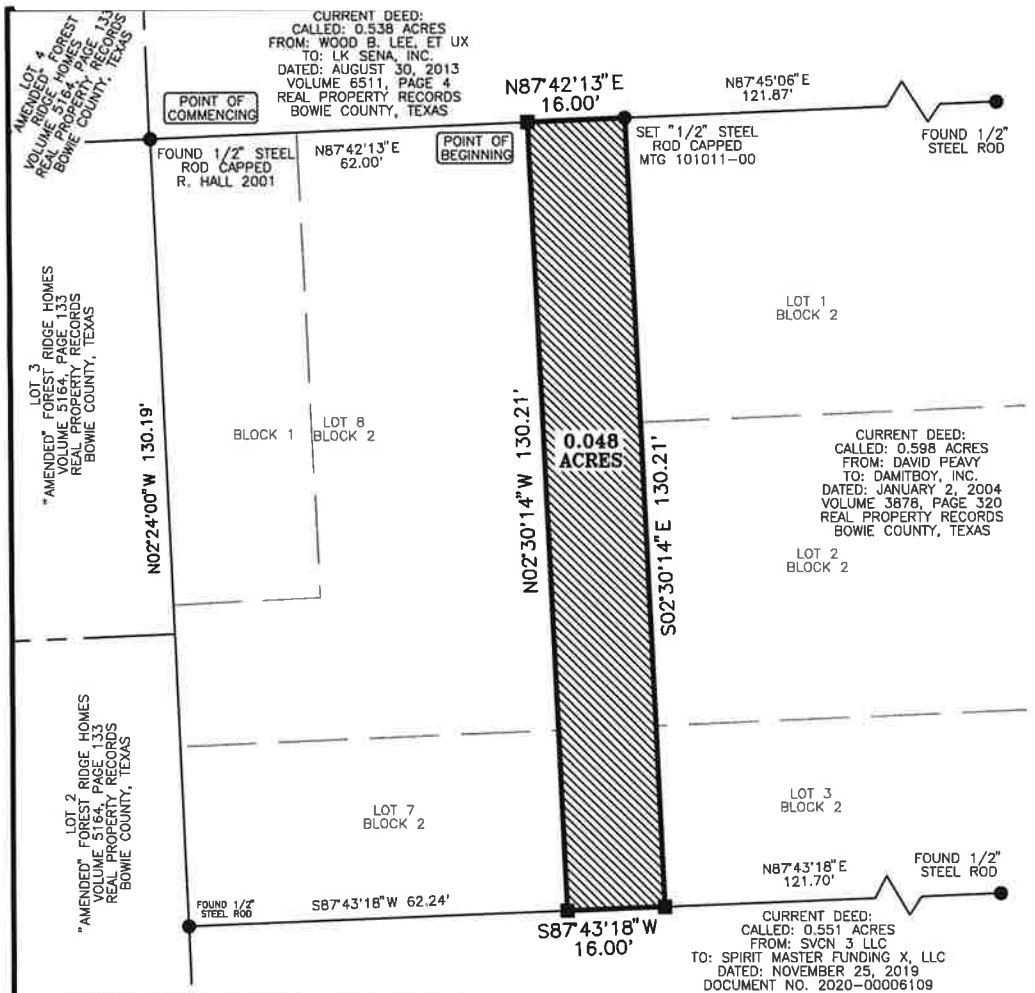
Re: Easement Abandonment and Relocation for 4203-4305 State Line Ave

Comments are as follows:

1. TWU – No objections, developer shall field verify size and location of existing utilities before construction.
2. Fire – No comments
3. Centerpoint – No comments
4. Police – No comments
5. Public Works – No issues
6. Windstream Communications – Relocate at customer's expense
7. Electric:
   AEP/SWEPCO – No issues
   REA – No comments
   Bowie Cass – No Comments
8. Sparklight – Asks if electric poles will be moved from existing to new easement. Asks if electric will be above or below ground. Will move lines to new pole line

Staff recommends for the approval of the abandonment and relocation of the easement.

Attachment: 2023-033 ATTH 04 4203-4305 State Line Ave Comments (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of



Property Description
0.048 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Northwest corner of the said 0.598 acre tract, the Southwest corner of that certain tract of land described as 0.538 acres in the deed from Wood B. Lee, et ux, to LK Sena, Inc, dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 62.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 16.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 02 degrees 30 minutes 14 seconds East a distance of 130.21 feet across and through the said 0.598 acre tract to a point for a corner, lying in the South line of the said 0.598 acre tract and the North line of that certain tract of land described as 0.551 acres in the deed from SVCN 3 LLC to Spirit Master Funding X, LLC, dated November 25, 2019, recorded in Document No. 2020-00006109 of the Real Property Records of Bowie County, Texas, said corner bears North 87 degrees 43 minutes 18 seconds East a distance of 121.70 feet to a 1/2 inch steel rod found for a corner, the Southeast corner of the said 0.598 acre tract and the Northeast corner of the said 0.551 acre tract;

THENCE South 87 degrees 43 minutes 18 seconds West a distance of 16.00 feet along the South line of the said 0.598 acre tract and the North line of the said 0.551 acre tract to a point for a corner, said corner bears South 87 degrees 43 minutes 18 seconds West a distance of 62.24 feet to a 1/2 inch steel rod found for a corner, the Southwest corner of the said 0.598 acre tract and the Northwest corner of the said 0.551 acre tract;

THENCE North 02 degrees 30 minutes 14 seconds West a distance of 130.21 feet across and through the said 0.598 acre tract to the point of beginning and containing 0.048 acres of land, at the time of this survey.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

THIS PLAT IS FOR THE INTENDED USE OF XXXXXXXXXX, AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE-SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXXX, 2023

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

EASEMENT EXHIBIT

4203 N. STATE LINE AVE.

Date	Revision/Description

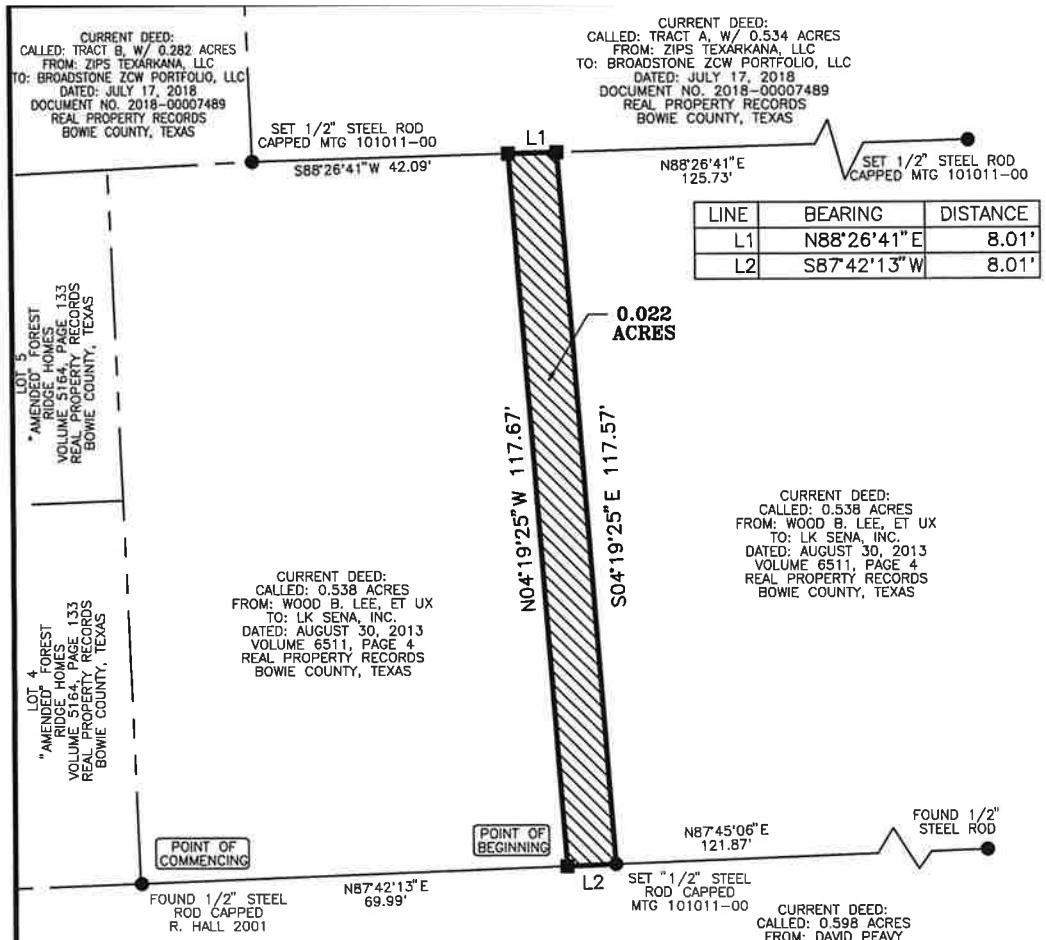
Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

MTG engineers & surveyors
5430 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com

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EXHIBIT A | Sheet No. 1 OF 1

X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4203 easement vac.pro
Thu Feb 2, 2023 1:45PM



Property Description
0.022 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as described as 0.538 acres in the deed from Wood B. Lee, et ux to LK Sena, INC., dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Southwest corner of said 0.538 acre tract, the Northwest corner of that certain tract of land as described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 69.99 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 04 degrees 19 minutes 25 seconds West a distance of 117.67 feet across and through the said 0.538 acre tract to a point for corner, lying in the North line of that certain tract of land as described as Tract A, with 0.534 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, said point bears South 88 degrees 26 minutes 41 seconds West a distance 42.09 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for the Southwest corner of said 0.534 acre tract, and the Southeast of that certain tract of land described as Tract B with 0.282 Acres in the deed from Zips Texarkana, LLC., to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas;

THENCE North 88 degrees 26 minutes 41 seconds East a distance of 8.01 feet along the North line of said 0.538 acre tract, and the South line of said 0.534 acre tract to a point for corner, said corner bears North 88 degrees 26 minutes 41 seconds East a 125.73 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 0.538, and the Southeast corner of the said 0.534 acre tract;

THENCE South 04 degrees 19 minutes 25 seconds East a distance of 117.57 feet across and through the said 0.538 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 87 degrees 42 minutes 14 seconds West a distance of 7.99 feet along the South line of the said 0.538 acre tract, and the North line of the said 0.598 acre tract to the point of beginning and containing 0.022 acres of land, at the time of this survey. Being the same tract of land described in the easement from Maurine H. Walker to the City of Texarkana, Texas, dated August 31, 1972, recorded in Volume 550, Page 475 of the Deed Records of Bowie County, Texas.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

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JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXXX, 2023

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

N

GRAPHIC SCALE 1"=30'
0 30

EASEMENT EXHIBIT

4305 N. STATE LINE AVE.

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

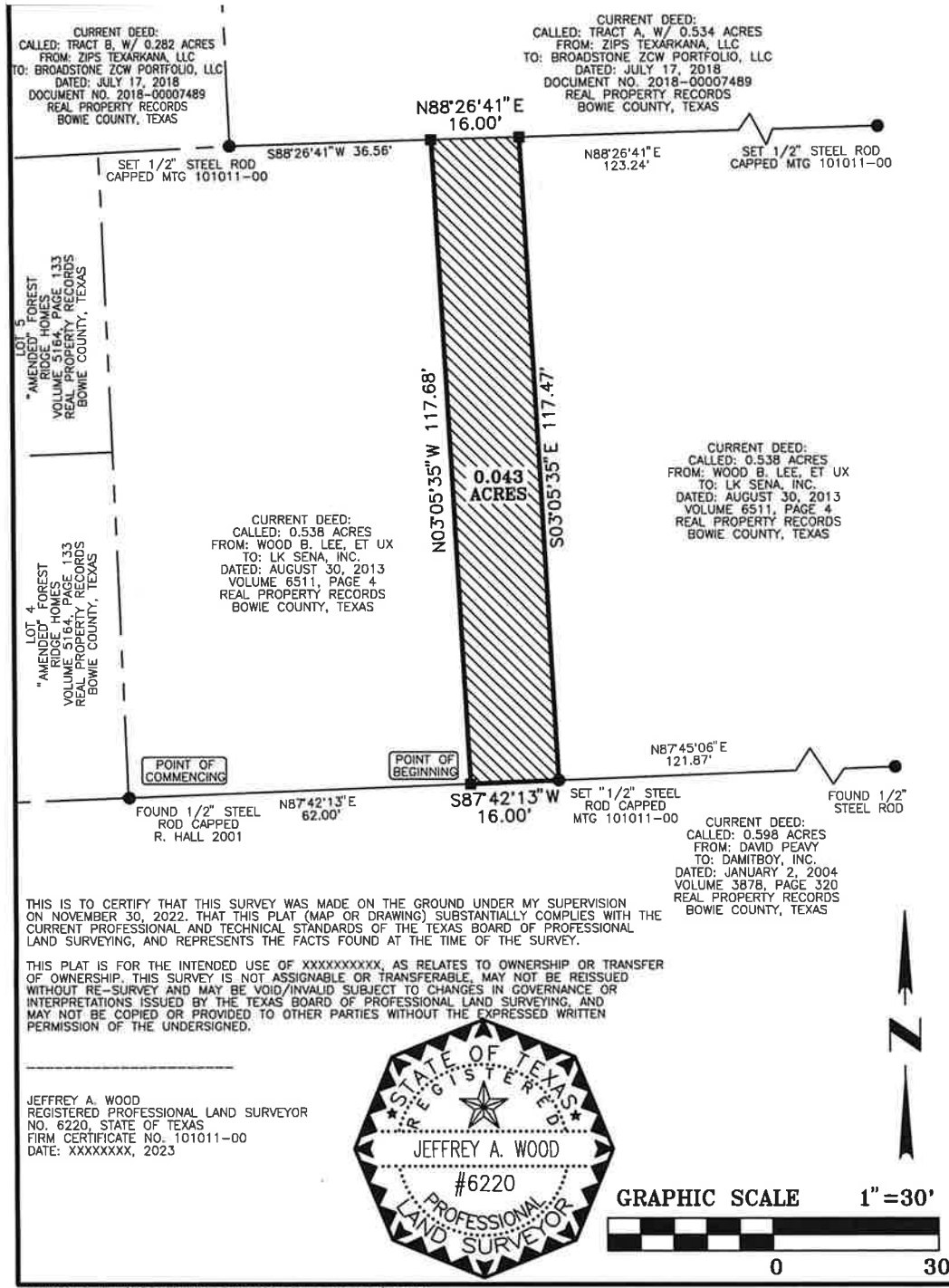
MTG engineers & surveyors

5930 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com

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EXHIBIT A | Sheet No. 1 OF 1

X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4305 8ft easement vac..pro
Thu Feb 2, 2023 4:09PM



Property Description
0.043 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as described as 0.538 acres in the deed from Wood B. Lee, Et Ux to LK Sena, INC., dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Southwest corner of said 0.538 acre tract, the Northwest corner of that certain tract of land as described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 62.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 03 degrees 05 minutes 35 seconds West a distance of 117.68 feet across and through the said 0.538 acre tract to a point for corner, lying in the North line of that certain tract of land as described as Tract A With 0.534 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, said point bears South 88 degrees 26 minutes 43 seconds West a distance 36.56 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for the Southwest corner of said Tract A, and the Southeast of that certain tract of land described as Tract B with 0.282 Acres in the deed from Zips Texarkana, LLC., to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas;

THENCE North 88 degrees 26 minutes 41 seconds East a distance of 16.00 feet long the North line of said 0.538 acre tract, and the South line of said tract A to a point for corner, said corner bears North 88 degrees 26 minutes 40 seconds East a 123.24 feet to a 1/2 inch steel rod, Capped MTG 101011-00, set for the Northeast corner of the said 0.538, and the Southeast corner of the said Tract A;

THENCE South 03 degrees 05 minutes 35 seconds East a distance of 117.47 feet across and through the said 0.538 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 87.42'13" West a distance of 16.00 feet along the South line of the said 0.538 acre tract, and the North line of the said 0.598 acre tract to the point of beginning and containing 0.043 acres of land, at the time of this survey.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

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JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXX, 2023

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

EASEMENT EXHIBIT

4305 N. STATE LINE AVE.

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

MTG engineers & surveyors
5930 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com

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EXHIBIT A | Sheet No. 1 OF 1

X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4305 16ft easement vac.pro
Thu Feb 2, 2023 3:59PM

ORDINANCE NO. 2023-033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CLOSING AND ABANDONING A SIXTEEN-FOOT (16') UTILITY EASEMENT LOCATED ON 4203 AND 4205 NORTH STATE LINE AVENUE, AND LOCATED WITHIN BLOCK 1 AND LOTS 1, 2, 3, 7, AND 8 OF BLOCK 2 OF NORTH PARK ADDITION, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been received requesting that the City close and abandon a sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition, in the City of Texarkana, Bowie County, Texas, as shown on the attached property description **(Exhibit 'A')** and incorporated herein**;** and

WHEREAS, the City has notified all adjacent landowners, interested utilities, and city departments requesting their comments; and

WHEREAS, based on the responses from all notified parties, the City finds it to be in the best interest of the City to close and abandon the sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition as shown on the attached property description **(Exhibit 'A').**

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

SECTION 1: The sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition in the City of Texarkana, Bowie County, Texas, **(Exhibit 'A')** and described in the street abandonment request (**ATTH 01**), be and is hereby abandoned as a utility or easement thoroughfare of any kind or character.

SECTION 2: The above described property is hereby declared surplus and abandoned and the responsibility of the City to maintain said property is hereby terminated.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Attachment: 2023-033 ORD Easement Abandonment for 4203-4305 State Line Ave (3952 : 2023-033 ORD Closing and Abandoning 16' Utility

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of March, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-033 ORD Easement Abandonment for 4203-4305 State Line Ave (3952 : 2023-033 ORD Closing and Abandoning 16' Utility

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-033 Goals and Perspectives (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of North Park Addition)

ORDINANCE NO. 2023-033

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CLOSING AND ABANDONING A SIXTEEN-FOOT (16') UTILITY EASEMENT LOCATED ON 4203 AND 4205 NORTH STATE LINE AVENUE, AND LOCATED WITHIN BLOCK 1 AND LOTS 1, 2, 3, 7, AND 8 OF BLOCK 2 OF NORTH PARK ADDITION, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been received requesting that the City close and abandon a sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition, in the City of Texarkana, Bowie County, Texas, as shown on the attached property description **(Exhibit 'A')** and incorporated herein**;** and

WHEREAS, the City has notified all adjacent landowners, interested utilities, and city departments requesting their comments; and

WHEREAS, based on the responses from all notified parties, the City finds it to be in the best interest of the City to close and abandon the sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition as shown on the attached property description **(Exhibit 'A').**

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

SECTION 1: The sixteen-foot (16') utility easement located on 4203 and 4205 North State Line Avenue, and located within Block 1 and Lots 1, 2, 3, 7, and 8 of Block 2 of North Park Addition in the City of Texarkana, Bowie County, Texas, **(Exhibit 'A')** and described in the street abandonment request (**ATTH 01**), be and is hereby abandoned as a utility or easement thoroughfare of any kind or character.

SECTION 2: The above described property is hereby declared surplus and abandoned and the responsibility of the City to maintain said property is hereby terminated.

SECTION 3: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this ordinance.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of March, 2023.**

ATTEST:

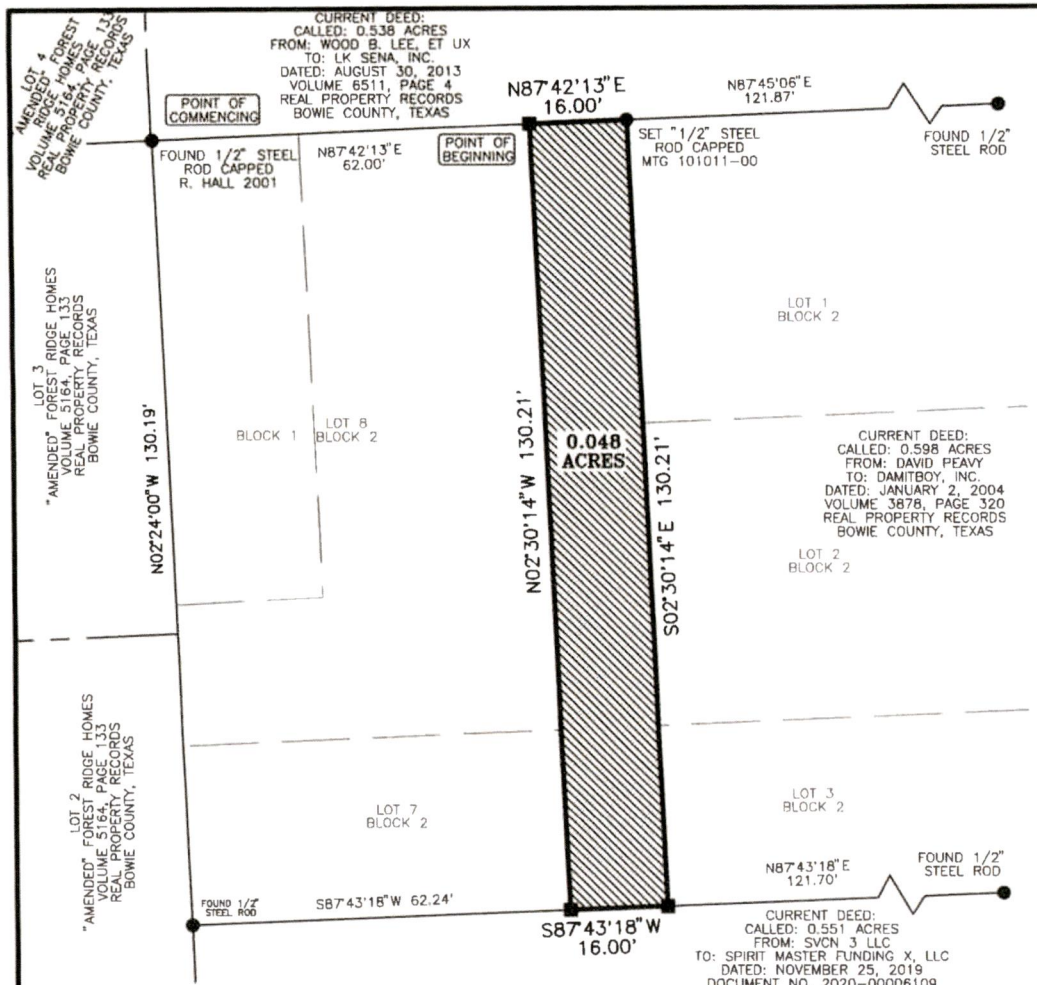
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:18 p.m.

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of

2023-033 EXH 'A'



Property Description
0.048 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Northwest corner of the said 0.598 acre tract, the Southwest corner of that certain tract of land described as 0.538 acres in the deed from Wood B. Lee, et ux, to LK Sena, Inc, dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 62.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 16.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 02 degrees 30 minutes 14 seconds East a distance of 130.21 feet across and through the said 0.598 acre tract to a point for a corner, lying in the South line of the said 0.598 acre tract and the North line of that certain tract of land described as 0.551 acres in the deed from SVCN 3 LLC to Spirit Master Funding X, LLC, dated November 25, 2019, recorded in Document No. 2020-00006109 of the Real Property Records of Bowie County, Texas, said corner bears North 87 degrees 43 minutes 18 seconds East a distance of 121.70 feet to a 1/2 inch steel rod found for a corner, the Southeast corner of the said 0.598 acre tract and the Northeast corner of the said 0.551 acre tract;

THENCE South 87 degrees 43 minutes 18 seconds West a distance of 16.00 feet along the South line of the said 0.598 acre tract and the North line of the said 0.551 acre tract to a point for a corner, said corner bears South 87 degrees 43 minutes 18 seconds West a distance of 62.24 feet to a 1/2 inch steel rod found for a corner, the Southwest corner of the said 0.598 acre tract and the Northwest corner of the said 0.551 acre tract;

THENCE North 02 degrees 30 minutes 14 seconds West a distance of 130.21 feet across and through the said 0.598 acre tract to the point of beginning and containing 0.048 acres of land, at the time of this survey.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

THIS PLAT IS FOR THE INTENDED USE OF XXXXXXXXXX, AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE-SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXXX, 2023

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

N

GRAPHIC SCALE 1"=30'
0 30

EASEMENT EXHIBIT

4203 N. STATE LINE AVE.

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

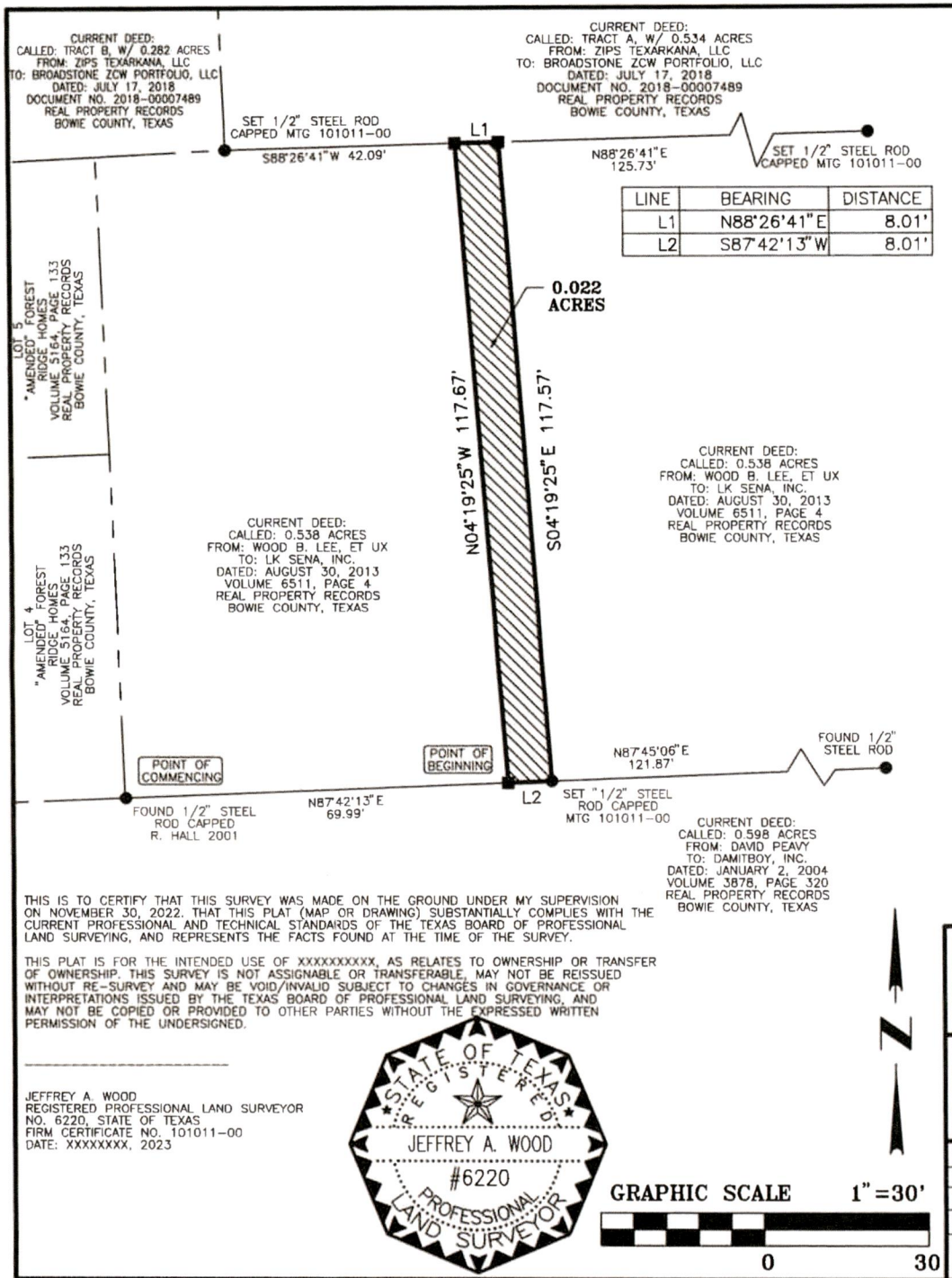
MTG engineers & surveyors
5430 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4100
www.mtgengineers.com
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EXHIBIT A | Sheet No. 1 OF 1

X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4203 easement vac.pro
Thu Feb 2, 2023 1:45PM

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and

2023-033 EXH 'A'



Property Description
0.022 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as described as 0.538 acres in the deed from Wood B. Lee, et ux to LK Sena, INC., dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Southwest corner of said 0.538 acre tract, the Northwest corner of that certain tract of land as described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 69.99 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 04 degrees 19 minutes 25 seconds West a distance of 117.67 feet across and through the said 0.538 acre tract to a point for corner, lying in the North line of that certain tract of land as described as Tract A, with 0.534 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, said point bears South 88 degrees 26 minutes 41 seconds West a distance 42.09 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for the Southwest corner of said 0.534 acre tract, and the Southeast of that certain tract of land described as Tract B with 0.282 Acres in the deed from Zips Texarkana, LLC., to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas;

THENCE North 88 degrees 26 minutes 41 seconds East a distance of 8.01 feet along the North line of said 0.538 acre tract, and the South line of said 0.534 acre tract to a point for corner, said corner bears North 88 degrees 26 minutes 41 seconds East a 125.73 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 0.538, and the Southeast corner of the said 0.534 acre tract;

THENCE South 04 degrees 19 minutes 25 seconds East a distance of 117.57 feet across and through the said 0.538 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 87 degrees 42 minutes 14 seconds West a distance of 7.99 feet along the South line of the said 0.538 acre tract, and the North line of the said 0.598 acre tract to the point of beginning and containing 0.022 acres of land, at the time of this survey. Being the same tract of land described in the easement from Maurine H. Walker to the City of Texarkana, Texas, dated August 31, 1972, recorded in Volume 550, Page 475 of the Deed Records of Bowie County, Texas.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

THIS PLAT IS FOR THE INTENDED USE OF XXXXXXXXXX, AS RELATES TO OWNERSHIP OR TRANSFER OF OWNERSHIP. THIS SURVEY IS NOT ASSIGNABLE OR TRANSFERABLE, MAY NOT BE REISSUED WITHOUT RE-SURVEY AND MAY BE VOID/INVALID SUBJECT TO CHANGES IN GOVERNANCE OR INTERPRETATIONS ISSUED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND MAY NOT BE COPIED OR PROVIDED TO OTHER PARTIES WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE UNDERSIGNED.

JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXXX, 2023

STATE OF TEXAS REGISTERED JEFFREY A. WOOD #6220 PROFESSIONAL LAND SURVEYOR

N

GRAPHIC SCALE 1"=30'

0 30

EASEMENT EXHIBIT

4305 N. STATE LINE AVE.

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

EXHIBIT A | Sheet No. 1 OF 1

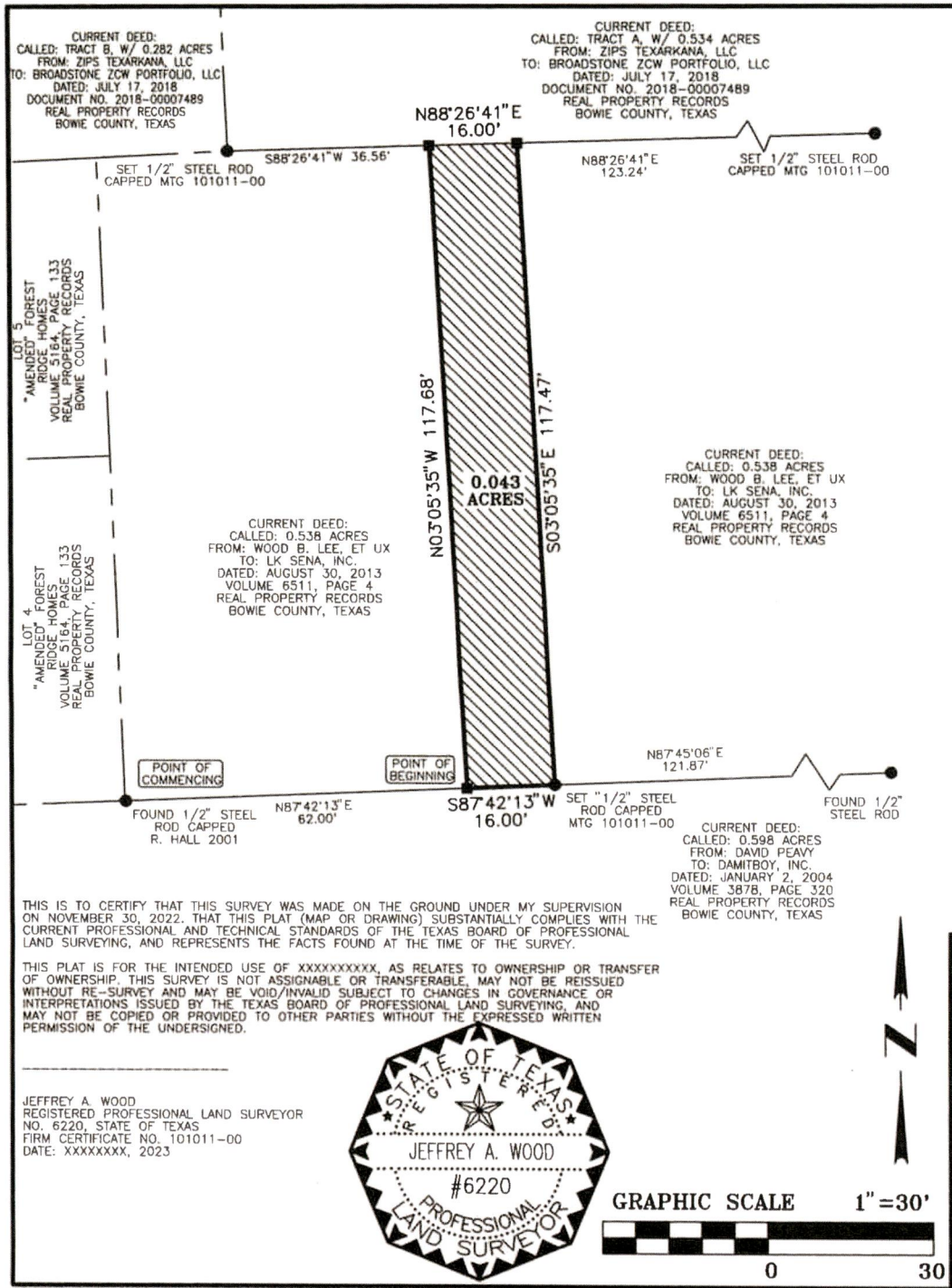
MTG engineers & surveyors
5430 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com

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X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4305 8ft easement vac..pro
Thu Feb 2, 2023 4:09PM

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and

2023-033 EXH 'A'



Property Description
0.043 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in Section 3 of the M. E. P. & P. Railway Company Survey, Abstract 421, Bowie County, Texas, being a part of North Park Addition, according to the plat recorded in Volume 204, Page 298 of the Plat Records of Bowie County, Texas, and a part of that certain tract of land described as described as 0.538 acres in the deed from Wood B. Lee, Et Ux to LK Sena, INC., dated August 30, 2013, recorded in Volume 6511, Page 4 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R. Hall 2001, the Southwest corner of said 0.538 acre tract, the Northwest corner of that certain tract of land as described as 0.598 acres in the deed from David Peavy to Damitboy, Inc., dated January 2, 2004, recorded in Volume 3878, Page 320 of the Real Property Records of Bowie County, Texas, and lying in the East line of "Amended" Forest Ridge Homes Subdivision, according to the plat recorded in Volume 5164, Page 133 of the Real Property Records of Bowie County, Texas;

THENCE North 87 degrees 42 minutes 13 seconds East a distance of 62.00 feet along the North line of the said 0.598 acre tract and the South line of the said 0.538 acre tract to a point for a corner, the POINT OF BEGINNING of the herein described tract of land;

THENCE North 03 degrees 05 minutes 35 seconds West a distance of 117.68 feet across and through the said 0.538 acre tract to a point for corner, lying in the North line of that certain tract of land as described as Tract A With 0.534 acres in the deed from Zips Texarkana, LLC. to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas, said point bears South 88 degrees 26 minutes 43 seconds West a distance 36.56 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for the Southwest corner of said Tract A, and the Southeast of that certain tract of land described as Tract B with 0.282 Acres in the deed from Zips Texarkana, LLC., to Broadstone ZCW Portfolio, LLC., dated July 17, 2018, recorded in Document No. 2018-00007489 of the Real Property Records of Bowie County, Texas;

THENCE North 88 degrees 26 minutes 41 seconds East a distance of 16.00 feet long the North line of said 0.538 acre tract, and the South line of said tract A to a point for corner, said corner bears North 88 degrees 26 minutes 40 seconds East a 123.24 feet to a 1/2 inch steel rod, Capped MTG 101011-00, set for the Northeast corner of the said 0.538, and the Southeast corner of the said Tract A;

THENCE South 03 degrees 05 minutes 35 seconds East a distance of 117.47 feet across and through the said 0.538 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, said corner bears North 87 degrees 45 minutes 06 seconds East a distance of 121.87 feet to a 1/2 inch steel rod found for a corner, the Northeast corner of the said 0.598 acre tract, the Southeast corner of the said 0.538 acre tract;

THENCE South 87.42'13" West a distance of 16.00 feet along the South line of the said 0.538 acre tract, and the North line of the said 0.598 acre tract to the point of beginning and containing 0.043 acres of land, at the time of this survey.

THIS IS TO CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION ON NOVEMBER 30, 2022. THAT THIS PLAT (MAP OR DRAWING) SUBSTANTIALLY COMPLIES WITH THE CURRENT PROFESSIONAL AND TECHNICAL STANDARDS OF THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, AND REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY.

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JEFFREY A. WOOD
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6220, STATE OF TEXAS
FIRM CERTIFICATE NO. 101011-00
DATE: XXXXXXXX, 2023

STATE OF TEXAS
REGISTERED
JEFFREY A. WOOD
#6220
PROFESSIONAL
LAND SURVEYOR

EASEMENT EXHIBIT

4305 N. STATE LINE AVE.

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
BLB	JW	222336	0/00/2022

MTG engineers & surveyors
5930 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com

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EXHIBIT A | Sheet No. 1 OF 1

X:\2022 Projects\222312 4203 & 4305 State Line Ave\222312 4305 16ft easement vac.pro
Thu Feb 2, 2023 3:59PM

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and

CITY OF
TEXARKANA
Public Works Department
TEXAS

220 Texas Blvd
Texarkana, TX 75501
Phone (903) 798-3900

February 1st, 2023

City Departments and Utility Representatives

Re: Proposed Easement Abandonment

The City of Texarkana, Texas has received a letter from Todd Butler requesting the abandonment and relocation of an approximately 16' utility easement located in Block 1 of North Park.

Please refer to the attachments and provide any comments to me by February 15th, 2023 if you are in favor of abandonment and relocation.

Your prompt response is appreciated. If you have any questions, please contact me at my office or through email.

Sincerely,

Jonathan Wade, PE, CFM
City Engineer
Office: (903) 798-3251
Cell: (903) 908-2725
Jonathan.wade@txkusa.org

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of

Civil Engineering Inc.
3214 N.W. Avignon Way, Suite 4 ♦ Bentonville, AR 72712
479-464-8850 telephone ♦ 479-464-9040 fax

January 24, 2023
Sent Via Email

Att: City Council Members
City of Texarkana, TX
220 Texas Blvd
Texarkana, TX 75501

Re: Tidal Wave Auto Spa
4203 & 4305 State Line Ave-Texarkana, TX
Utility Easement Abandonment

Council Members,

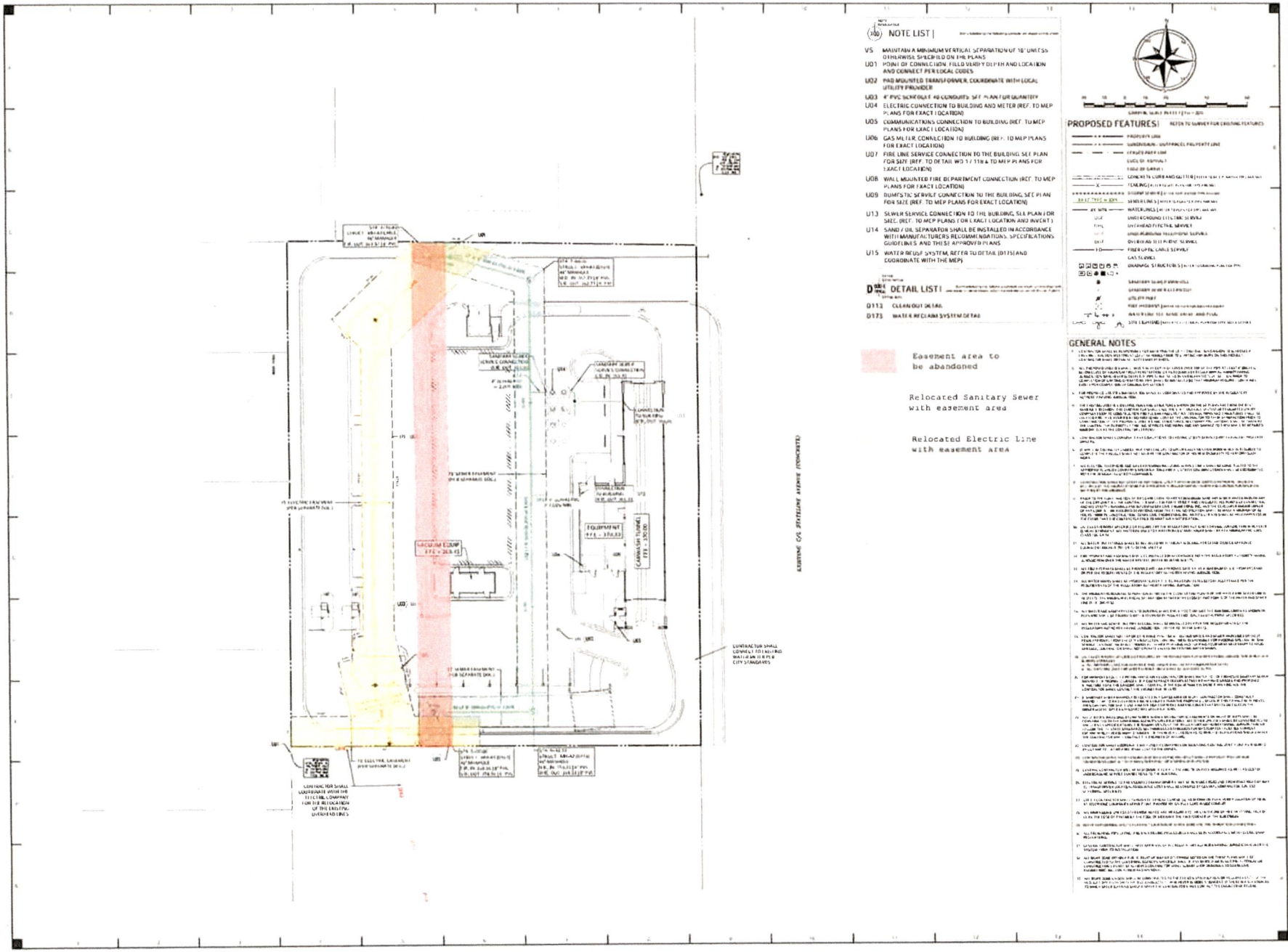
We are proposing a new carwash (Tidal Wave Auto Spa) to be located at 4203 & 4305 State Line Ave-Texarkana, TX. To develop the site, we will need to abandon an existing utility easement and relocate the easement as shown on the attached document. This will require the relocation of the sanitary sewer main, electrical line and telecommunication lines to the new easement areas.

Thank you for your consideration,

Ozark Civil Engineering, Inc.

Todd A. Butler, PE
President

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of



811 Know what's below. Call before you dig.

Zark Civil Engineering Inc.
3214 N.W. AVIGNON WAY, SUITE 4
BENTONVILLE, AR 72712

UTILITY PLAN

SITE IMPROVEMENT PLANS
TIDAL WAVE AUTO SPA
4305 N STATE LINE AVE

C6.0

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and

CITY OF TEXARKANA TEXAS

P.O. Box 1967
Texarkana, TX 75504
Phone (903) 798-3900

Application for Easement Abandonment

Type:

__x__ *Utility* ___ *Drainage* ___ *Other*

Purpose of Abandonment: Relocation for Tidal Wave Auto Spa development

Applicant/Agent Information:

Name: John Lapointe

Address: 124 E. Thompson Street

Phone: (813) 690-3759 Fax: ( ) Work E-mail: jlapointe@brightworkre.com

Required Documents needed to proceed with review:

- Letter requesting abandonment
- Electronic Copy of plat/deed/plot plan showing requested abandonment
- Letter/Petition from all adjacent property owners agreeing to abandonment

Required Documents needed prior to City Council Approval:

- Abandonment release form signed by owner/applicant
- Abandonment release form signed by adjacent land owners
- Legal Exhibit and Property Description of property being abandoned
- Application Fee

Note: Partial abandonment requests will not be accepted.

John Lapointe
Applicant's Printed Name

DocuSigned by:
John Lapointe
A3079AE37761410...
Applicant's Signature

1/23/2023
Date

Application Fee: **$750**

Application Fee Paid: _____

Received by: _____

Receipt No.: _____

Attachment: 2023-033 ORD Closing Easement No. Park Addn signed (3952 : 2023-033 ORD Closing and Abandoning 16' Utility Easement of

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 3/10/2023 12:11 PM

Lead Department: City Attorney **Action Officer:** Jeffery Lewis,

Subject: Resolution No. 2023-034 authorizing and directing the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests.

Briefing: 3/13/2023 **Public Hearing:** **Council Vote:** 3/13/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

City staff has received six requests for voluntary annexation of property adjacent to the city limits that allow for future growth and economic development. The attached letter requests included in the packet represent a total land area of over 247 acres for the voluntary requests.

LOCATION	ACREAGE
3313 Pleasant Grove Road	31.074
Rose Acres	1.74
Cooper Lane	53.43
Resortments	150.94
RaceTrac	8.755
Clark Transportation	1.35
	247.789 TOTAL ACRES

City staff recommends that the City Council authorize and direct the City Manager to evaluate, negotiate, and prepare proposed service or development agreements and other related material necessary for City Council consideration of the various annexation requests.

Potential Options:

Approve, amend, or decline proposed resolution.

Fiscal Implications:

Fiscal implications will be addressed in agreements to be developed per this resolution and presented to Council at a later date for consideration.

Staff Recommendation:

City staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not applicable

Advisory Board/Committee Meeting Date and Minutes:

Not applicable

Attachments

a. 2023-034 RES eval vol annex rq (DOCX)
b. 2023-034 ATTH 01 RQA - Resortments (DOCX)
c. 2023-034 ATTH 02 RQA - FCNazarene (PDF)
d. 2023-034 ATTH 03 RQA - HWY 59 owners (PDF)
e. 2023-034 ATTH 04 RQA - Rose Acres (PDF)
f. 2023-034 ATTH 05 RQA - Clark Transp (PDF)
g. 2023-034 Goals & Perspectives (DOCX)
h. 2023-034 RES annex plan signed (PDF)

Staff Coordination

City Attorney	Jeffery C. Lewis 03/07/2023 10:43 AM	Department Head Review	Completed	
Planning & Zoning Commission	Laura Puckett 03/07/2023 11:03 AM	Review	Completed	
Building Code Administration	Mashell Daniel 03/07/2023 2:48 PM	Review	Completed	
Public Works Department	Dusty Henslee 03/07/2023 2:58 PM	Review	Completed	
City Manager	David Orr	City Manager Review	Completed	03/10/2023 11:53 AM
City Council	Jennifer Evans	Meeting	Completed	03/13/2023 6:00 PM

Meeting History

Attachment: 2023-034 RES eval vol annex rq [Revision 3] (3953 : 2023-034 RES authorizing preparation of proposed agreements for annexation

RESOLUTION NO. 2023 - 034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING AND DIRECTING THE EVALUATION, NEGOTIATION, AND PREPARATION OF PROPOSED SERVICE OR DEVELOPMENT AGREEMENTS FOR VOLUNTARY ANNEXATION REQUESTS OF PROPERTIES INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code provides detailed notice and hearing procedures to consider the annexation of land adjacent to the city limits; and

WHEREAS, City staff has received several requests for voluntary annexation of real property adjacent to the city limits that inwardly fill the city limits, advance current economic development initiatives, or otherwise allow for future growth and economic development; and

WHEREAS, City staff recommends that the City Council authorize and direct the City Manager to evaluate, negotiate, and prepare proposed service or development agreements and other related material necessary for City Council consideration of the various requests for annexation.

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

SECTION 1: The City Manager is hereby authorized and directed to evaluate, negotiate, and prepare proposed service or development agreements and other related material necessary for City Council consideration of requests for voluntary annexation of real property adjacent to the city limits that inwardly fill the city limits or otherwise may allow for future growth and economic development.

SECTION 2: The City Manager or designee shall cause to be issued all publications and notices as required by law for proceedings and hearings as may be required to effectuate this Resolution.

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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Request for Voluntary Annexation

January 20, 2023

Dear City Council Members,

As the owner of the below referenced property, I would like the City of Texarkana to annex the water/sewer service from the Macedonia-Eylau into your jurisdiction at the earliest date possible.

The property is located along Bishop Road and Terry Street. This property is currently undeveloped, but plans are in process for residential, commercial, and industrial development on this 150.94 acres.

I have attached a copy of the survey for the property for further clarification of the requested area. The deed is currently in my name.

If you need any further information, please reach out to myself, Russell Huckaby, at 501-840-7029 or my COO, Tracy Spellmeyer, at 501-251-3387.

Thank you,

Russell Huckaby
CEO
Resortment, LLC

Attachment: 2023-034 ATTH 01 RQA - Resortments (3953 : 2023-034 RES authorizing preparation of proposed agreements for annexation

REQUEST FOR VOLUNTARY ANNEXATION

David Orr, City Manager
City of Texarkana, Texas
220 Texas Boulevard
Texarkana, TX 75501

RE: APPROXIMATELY 31.32 ACRES
3313 PLEASANT GROVE ROAD
TEXARKANA, TEXAS 75501

Mr. Orr,

As the Pastor and representative of First Church of Nazarene Texarkana ("Owner"), I would like the City Council to consider our request for the Voluntary Annexation of the above-referenced property, located just north of the McKnight Road and University Avenue intersection.

The property was previously designated as a development for a new church, but as we have found a permanent worship place elsewhere, I believe the annexation of the property into the City of Texarkana would increase the viability of the property's development as commercial land.

The property is divided into separate taxable lots, with one acre zoned as Single Family and the remaining zoned as Agriculture. There will be a proposed zoning change for a portion of the property, approximately 8 acres in Phase I, to Multifamily. The tract is 31.32 acres total and it is contiguous to the city limits.

Any additional information may be obtained by contacting Skylar Rogers at Reynolds Realty Management Inc., at 903-832-3700 or by email, BlakeSkylarRogers@gmail.com.

Sincerely,

Pastor Paul Davis

Attachment: 2023-034 ATTH 02 RQA - FCNazarene (3953 : 2023-034 RES authorizing preparation of proposed agreements for annexation

OWNER CONSENT FOR FULL-PURPOSE ANNEXATION

To: The City Manager of Texarkana, Texas

Being the owner of the properties described below (which are vacant properties) I am requesting annexation into the City of Texarkana, Texas. I will waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code, and consent to full-purpose annexation to extend the present city limits so as to include as part of the City of Texarkana, Texas'
The following is the described properties for consent to annexation:

Lots 1, 2, 3, 4 Block 2 Lake Drive Plaza Subdivision
Lots 2, 3, 4, 5 Block 1 Lake Drive Plaza Subdivision

I certify that the above described property is contiguous and adjacent to the City of Texarkana, Texas or within the areas described in the Strategic Partnership Agreement between Macedonia-Eylau Municipal Utility Distrct No. 1 of Bowie County and the City of Texarkana, Texas, entered into in October 2022, and that this consent form is signed and acknowledged by each person having and interest in said property listed above.

Ark La Tex Property Investments, LP

Wesley Mahone
Owner

Attachment: 2023-034 ATTH 03 RQA - HWY 59 owners [Revision 1] (3953 : 2023-034 RES authorizing preparation of proposed agreements for

OWNER CONSENT FOR VOLUNTARY ANNEXATION

TO: The City Manager of Texarkana, Texas

Gary Treadway, being the owner of the vacant property described below, I am requesti annexation into the City of Texarkana, Texas. I agree to waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code and consent to full-purpose annexation to extend the present city limits so as to include as part of the City of Texarkana, Texas.
The following is the described property for consent to annexation:

H S Janes A-306 2015-3028 03/23/15 Blk/Tract 135 containing 1.698 acres
Also known as: 4506 South Lake Drive

I certify that the above described property is contiguous and adjacent to the City of Texarkana, Texas or within the areas described in the Strategic Partnership Agreemen between Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and the C of Texarkana, Texas, entered into in October 2022 and that this consent form is signe and acknowledged by each person having an interest in said property listed above.

Gary Treadway

Gary Treadway, Owner

Attachment: 2023-034 ATTH 03 RQA - HWY 59 owners [Revision 1] (3953 : 2023-034 RES

Owner Consent for Full-Purpose Annexation

To the City Manager of the City of Texarkana, Texas:

The undersigned owner(s) of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, or is commercial property, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code, and consent to full-purpose annexation to extend the present city limits so as to include as part of the City of Texarkana, Texas, the following described land:

Red River Credit Union

4400 S Lake Drive

Texarkana, TX 75501

_____

_____

I / we certify that the above described tract of land is contiguous and adjacent to the City of Texarkana, Texas, or otherwise within the areas described in the Strategic Partnership Agreement between Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and the City of Texarkana, Texas, entered into in October 2022, and that this consent form is signed and duly acknowledged by each and every person having an interest in said land.

Signed: Bradley O Barker Date: 1/26/2023

Signed: _____ Date: _____

Signed: _____ Date: _____

Attachment: 2023-034 ATTH 03 RQA - HWY 59 owners [Revision 1] (3953 : 2023-034 RES authorizing preparation of proposed agreements for

DESIGN CENTER
Phone (903) 794-0039
Fax (903) 794-4124

Red River Lumber Company, Inc.
THE DESIGN CENTER

LUMBER SALES
Phone (903) 793-0038
Fax (903) 793-0434

February 9, 2023

David Orr
City Manager
City of Texarkana, Texas

Re: Annexation of property on Rose Acres Road

Dear Mr. Orr:

Please accept this letter as our formal request to have our property on Rose Acres Road annexed into the City of Texarkana, Texas.

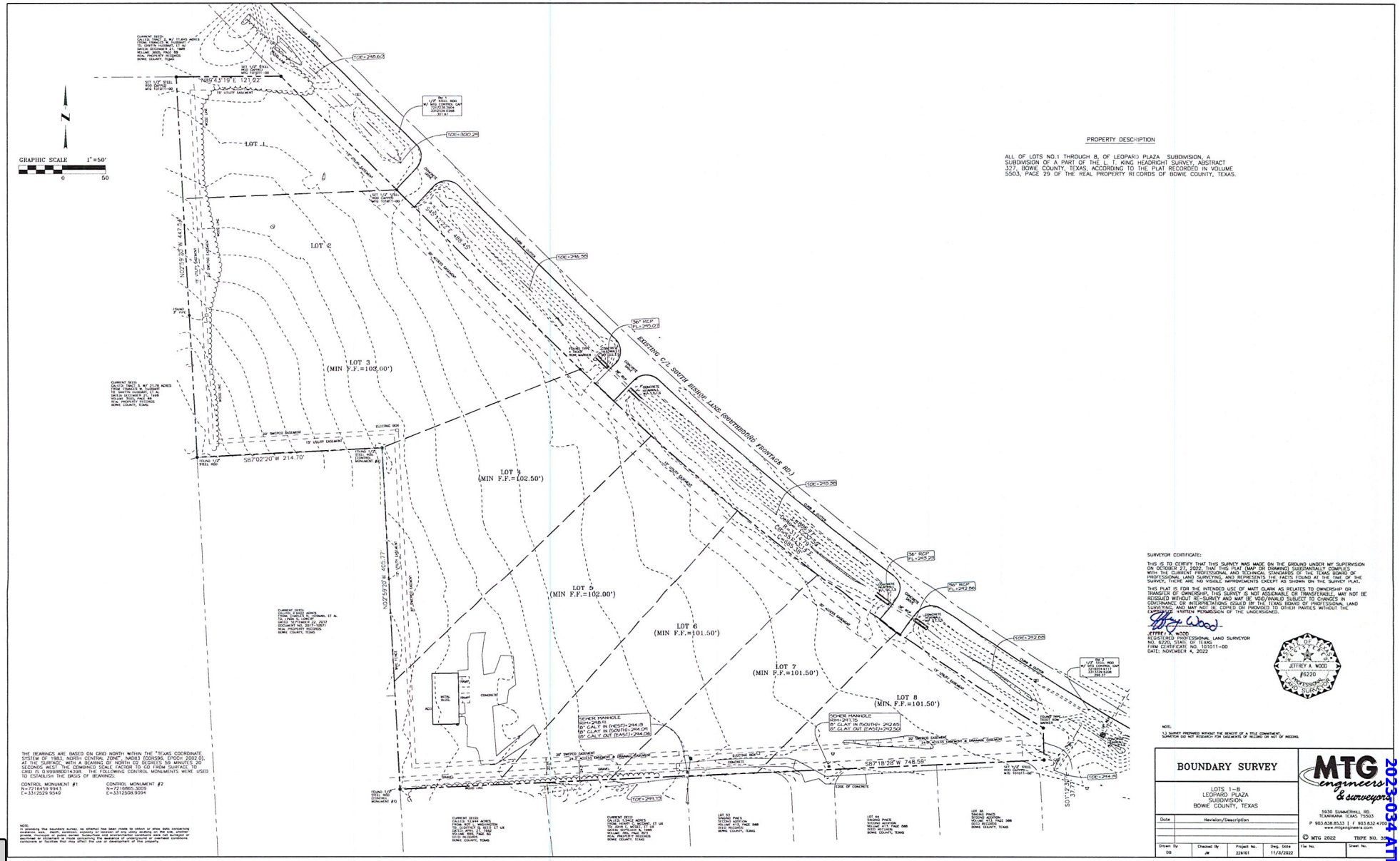
Let me know if you require further information.

Sincerely,

Mike Craven

P.O. Box 3128 • Texarkana, TX 75504-3128
Highway 71 North (101 Forest Lake Drive) • Texarkana, TX 75503
www.redriverlumber.com

Attachment: 2023-034 ATTH 04 RQA - Rose Acres (3953 : 2023-034 RES authorizing preparation of proposed agreements for


GRAPHIC SCALE 1" =50'
0 50
N
LOT 1
LOT 2
LOT 3
(MIN F.F.=103.00')
LOT 4
(MIN F.F.=102.50')
LOT 5
(MIN F.F.=102.00')
LOT 6
(MIN F.F.=101.50')
LOT 7
(MIN F.F.=101.50')
LOT 8
(MIN. F.F.=101.50')
N89°43'19"E 121.62'
N02°59'30"W 441.54'
S87°02'20"W 214.70'
N02°58'30"W 405.77'
S87°18'28"W 748.59'
S45°32'22"E 489.10'
EXISTING C/L SOUTH BISHOP LANE (SOUTHBOUND FRONTAGE RD.)
TOE=298.63
TOE=300.24
TOE=296.56
TOE=295.38
TOE=292.68
TOE=291.78
TOE=294.18
36" RCP FL=295.03
36" RCP FL=293.25
36" RCP FL=292.56
SET 1/2" STEEL ROD W/ MTG CONTROL CAP STAMPED 3312529 COMB 3019
FOUND 1/2" STEEL ROD
FOUND 3" PIPE
FOUND CONCRETE MONUMENT #1
FOUND CONCRETE MONUMENT #2
SET 1/2" STEEL ROD W/ MTG CONTROL CAP STAMPED 3312529 COMB 3019
SET 1/2" STEEL ROD W/ MTG 101011-00
SET 1/2" STEEL ROD W/ MTG 101011-00
SET 1/2" STEEL ROD W/ MTG 101011-00

City of Texarkana, Texas

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

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

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

Attachment: 2023-034 Goals & Perspectives (3953 : 2023-034 RES authorizing preparation of proposed agreements for annexation requests)

RESOLUTION NO. 2023 - 034

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING AND DIRECTING THE EVALUATION, NEGOTIATION, AND PREPARATION OF PROPOSED SERVICE OR DEVELOPMENT AGREEMENTS FOR VOLUNTARY ANNEXATION REQUESTS OF PROPERTIES INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code provides detailed notice and hearing procedures to consider the annexation of land adjacent to the city limits; and

WHEREAS, City staff has received several requests for voluntary annexation of real property adjacent to the city limits that inwardly fill the city limits, advance current economic development initiatives, or otherwise allow for future growth and economic development; and

WHEREAS, City staff recommends that the City Council authorize and direct the City Manager to evaluate, negotiate, and prepare proposed service or development agreements and other related material necessary for City Council consideration of the various requests for annexation.

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

SECTION 1: The City Manager is hereby authorized and directed to evaluate, negotiate, and prepare proposed service or development agreements and other related material necessary for City Council consideration of requests for voluntary annexation of real property adjacent to the city limits that inwardly fill the city limits or otherwise may allow for future growth and economic development.

SECTION 2: The City Manager or designee shall cause to be issued all publications and notices as required by law for proceedings and hearings as may be required to effectuate this Resolution.

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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:19p.m.

Attachment: 2023-034 RES annex plan signed (3953 : 2023-034 RES authorizing preparation of proposed agreements for annexation requests)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 3/8/2023 11:30 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2023-035 granting a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street. Sandra Carroll, owner.		

Briefing: 3/13/2023 **Public Hearing:** **Council Vote:** 3/13/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Sandra Carroll, owner, for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on Lot 5 and 6, Block 2, Grandview Addition, located at 2809 Findley. This is currently vacant land. Ms. Carroll recently got approval for a single wide HUD code manufactured home, but the deal fell through, so she wants a double wide.

The adjacent zoning is Single Family-3 to the south, east, and west and Single Family-2 to the north. The adjacent land use is vacant land to the south, east, west, and north.

The Future Land Use Map designates this property as “Neighborhood Residential”.

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 one 2016 or newer double wide HUD code manufactured home be allowed on this property.
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.
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:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously approved this request with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-035 ORD granting SUP at 2809 Findley (DOCX)
b. 2023-035 ATTH 01 (maps) (PDF)
c. 2023-035 Goals and Perspectives (DOCX)
d. 2023-035 ORD SUP 2809 Findley signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/07/2023 8:41 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/07/2023 2:41 PM
City Manager	David Orr	Reviewer	Completed	03/08/2023 9:56 AM

City of Texarkana, Texas

City Council 6:00 PM	Jennifer Evans	Meeting	Completed	03/13/2023

Meeting History

S-773

ORDINANCE NO. 2023-035

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-773 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON LOTS 5 AND 6, BLOCK 2, GRANDVIEW ADDITION, LOCATED AT 2809 FINDLEY STREET, 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 Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a 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-773 for the location of a double-wide HUD code manufactured home on Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-035 ORD granting SUP at 2809 Findley (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

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

1. That one 2016 or newer double-wide HUD code manufactured home be allowed on this property.
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.
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: 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 **13th day of March, 2023.**

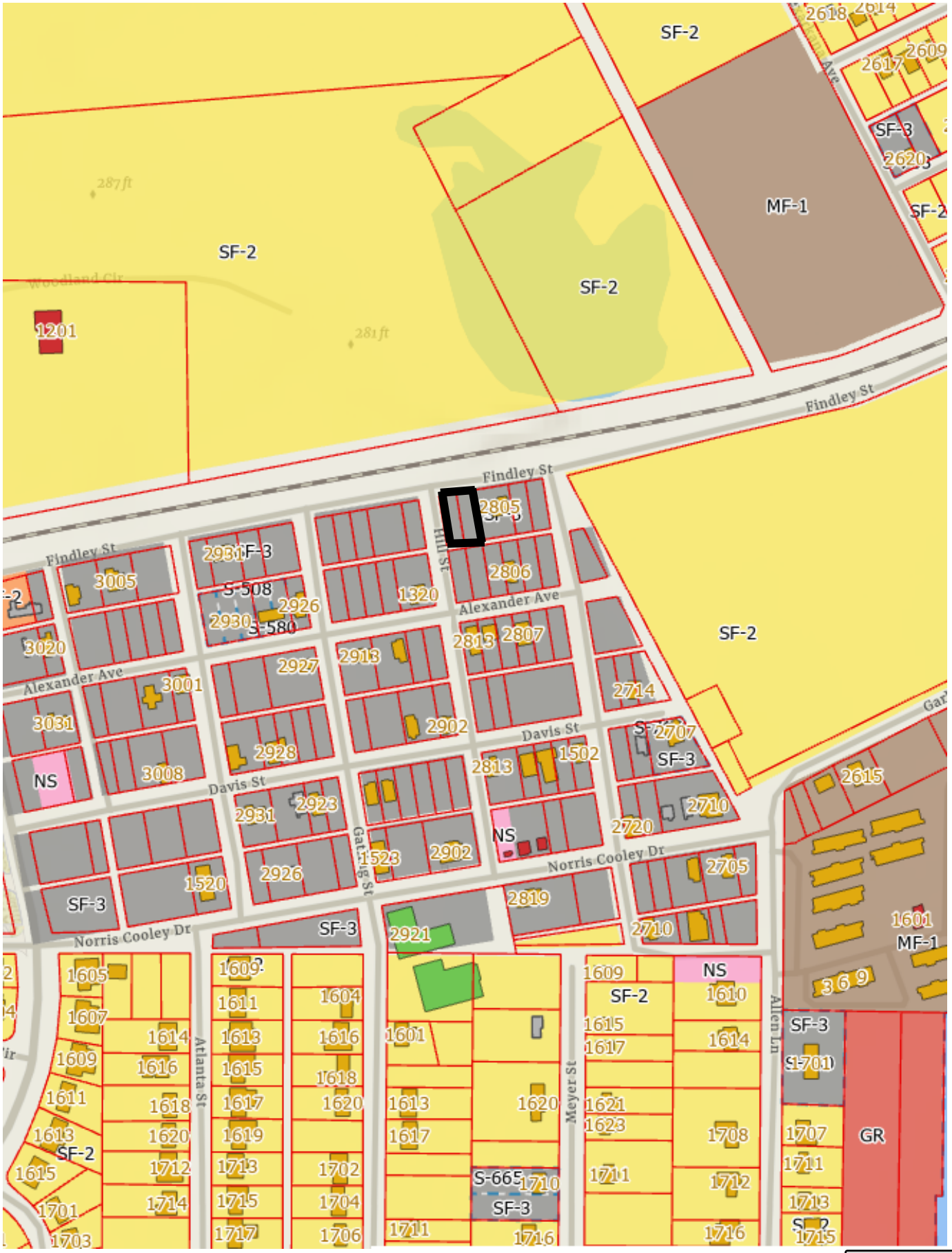
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-035 ORD granting SUP at 2809 Findley (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

2809 Findley Street



Attachment: 2023-035 ATTH 01 (maps) (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

2809 Findley Street



Attachment: 2023-035 ATTH 01 (maps) (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

City of Texarkana, Texas

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

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

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

Attachment: 2023-035 Goals and Perspectives (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

S-773

ORDINANCE NO. 2023-035

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-773 TO ALLOW THE LOCATION OF A DOUBLE-WIDE HUD CODE MANUFACTURED HOME ON LOTS 5 AND 6, BLOCK 2, GRANDVIEW ADDITION, LOCATED AT 2809 FINDLEY STREET, 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 Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a 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-773 for the location of a double-wide HUD code manufactured home on Lots 5 and 6, Block 2, Grandview Addition, located at 2809 Findley Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-035 ORD SUP 2809 Findley signed (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

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

1. That one 2016 or newer double-wide HUD code manufactured home be allowed on this property.
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.
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: 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 **13th day of March, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2023-035 ORD SUP 2809 Findley signed (3954 : 2023-035 ORD SUP to allow HUD cod mnfctrd home at 2809 Findley)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/22/2023 10:08 AM

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,

Subject: Resolution No. 2023-032 authorizing the City Manager to execute a contract with Stanley Consultants for Qualified Environmental Professional Services for the 2022 EPA Brownfields Revolving Loan Fund Grant.

Briefing: 3/27/2023 **Public Hearing:** 3/27/2023 **Council Vote:** 3/27/2023

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In 2022 the City completed an application for EPA Brownfields Revolving Loan Fund Supplemental Funding and was awarded $1,000,000.00. The US EPA funded the 2022 Supplemental Revolving Loan Fund grants through funding received as a result of the Bipartisan Infrastructure Law (BIL Funding). This requires US EPA to award this as a new RLF cooperative agreement and in turn requires the City to competitively bid for a Qualified Environmental Professional (QEP) specific to this award. The City let RFP 23-2001-03 and Stanley Consultants, Inc. was the winning bidder.

The current grant budget includes a line item for Contractual Services in the amount of $80,000.

Stanley Consultants serves as the City's QEP on our original US EPA RLF award and has provided a high level of professional consultation services, both knowledge based, and customer service based.

Potential Options:

- Approve
- Deny

Fiscal Implications:

There are no fiscal implications on the general fund, as the cost of a QEP is covered by the grant funds.

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. 2023-032 RES Contract QEP Services Wtih Stanley Consultants (DOC)
b. 2023-032 Goals & Perspectives (DOCX)
c. 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (PDF)

Staff Coordination

City Attorney	Vicky Coopwood 03/07/2023 3:07 PM	Department Head Review	Skipped	
Planning and Community Development		Vashil Fernandez	Review	Completed
	03/07/2023 4:04 PM			
Public Works Department		Amanda Freeland	Reviewer	Completed
	03/07/2023 4:07 PM			
City Manager	David Orr	City Manager Review	Completed	03/08/2023 9:55 AM
City Council	Jennifer Evans	Meeting	Completed	03/13/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH STANLEY CONSULTANTS, INC. FOR QUALIFIED ENVIRONMENTAL PROFESSIONAL REVOLVING LOAN FUND CONSULTING SERVICES UTILIZING U.S. ENIVIRONMENTAL PROTECTION AGENCY GRANT BUDGET FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City received a $1,000,000 US EPA Brownfields Revolving Loan Fund (RLF) award in the 2022 competition; and

WHEREAS, the EPA Brownfields RLF grant requires the City to contract with a Qualified Environmental Professional; and

WHEREAS, the grant budget includes $80,000 in the contractual services line item; and

WHEREAS, the City selected Stanley Consultants, Inc. after a competitive bid process under RFP 23-2001-03.

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

SECTION 1: The City Manager is hereby authorized to execute a contract with Stanley Consultants, Inc. for Qualified Environmental Professional services for up to $80,000.

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

PASSED AND APPROVED in Regular Council Session on this the **27th day of March, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-032 RES Contract QEP Services With Stanley Consultants (3949 : 2023-032 RES Contract With Stanley Consultants QEP

City of Texarkana, Texas

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

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

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

Attachment: 2023-032 Goals & Perspectives (3949 : 2023-032 RES Contract With Stanley Consultants QEP Services)

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 _____ day of April, 2023 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 **April 3, 2023** 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 up to $80,000. ("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

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

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 on 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

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

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 employer's 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 prov1s1on, 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

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

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. **In the event any terms or conditions set forth in the Contractor's documents contradict the City contract or documents, the terms set forth in the City contract and documents shall prevail**

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

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

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.

XX.I. 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: _____
David Orr, PhD.
City Manager

APPROVED AS TO CONTENT:

By:_____
Vashil Fernandez, Director
Planning and Community Development

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CONTRACTOR:
Stanley Consultants

By:_____

PRINTED NAME: _____

TITLE: _____

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

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 I 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 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 projects.

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

4.2 Review of cleanup documents and cleanup activities

4.3 Technical feedback

4.4 Prepare appropriate documents for cleanup and/or cleanup planning

4.5 Assist the Brownfields Program manager with ACRES reporting and peer review.

4.6 Assist the Brownfields Program Manager with closeout documents

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

Stanley Consultants INC

6836 Austin Center Boulevard
Suite 350
Austin, TX 78731

512.427.3600
stanleyconsultants.com

February 23, 2023

Amanda Freeland, Contracts Admin.
City of Texarkana, Texas
Public Works and Contracts Department
220 Texas Boulevard, 4th Floor
Texarkana, Texas 75501

RE: Proposal for RFP #23-2001-03
Consultant Services for Qualified Environmental Professional EPA Revolving Loan

Dear Amanda:

In response to your request for proposal, Stanley Consultants is pleased to present this fully-responsive submittal. We have the experience and expertise to help you oversee and manage the revolving loan fund. ***Since the 1980s, Stanley Consultants has been a leader in environmental services on both the state and national levels. Our project team has been successful in obtaining and managing multiple millions of dollars in state and federal brownfields grants.*** These environmental professionals have assisted clients with cultivating the vision of the better tomorrow, implementing cleanup strategies based on the future land use, soliciting community involvement, developing redevelopment plans, and formal design and construction.

We greatly value our positive working relationship with our clients. As such, Stanley Consultants provides the following commitments:

Project Expertise: We will utilize the full depth and world-wide breadth of our project experience, ranging from EPA Brownfields qualified environmental professional services, asbestos and lead-based paint inspection services, creative and unique community outreach and engagement, contaminated site cleanup planning and redevelopment alternatives, and programmatic implementation, to meet all your environmental and engineering needs. Our dedicated brownfields team has active, nationwide experience with the EPA Brownfields program dating back to the late 1990s when the EPA program was still a pilot program.

Staff Commitment: We hold our clients paramount. Our members are dedicated to listen to your requests and respond in a timely manner. We are dedicated to meet project deadlines and complete tasks with high quality and efficiency. Our senior management is committed to assign the resources necessary to meet the City's program needs and requirements.

Julie Oriano will serve as your Project Manager. She began her professional career completing field investigations for Phase I and Phase II environmental site assessments, leaking underground storage tank removals, and providing emergency response for hazardous materials spills. Julie has previous experience working in Texarkana as well as multiple brownfields programs across the United States.

Todd Knause is proposed as the Technical Lead for this project. He has experience with the Texarkana projects and brownfields team. His experience with the EPA program dates to the pilot program of the 1990s. Todd has a wide variety of environmental assessment experience across the United States encompassing over 30 years.

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Melissa Tiedemann, in addition to being the Principal-in-Charge, will also serve as the Reporting and Public Involvement Lead for this project. Her professional career started as the brownfields coordinator for a municipality managing their EPA assessment, cleanup and RLF grants. She has over 20 years of experience focused on environmental assessment and local, state, and federal grant writing and management. Melissa has experience assisting with the previous Texarkana grant project.

Bill Carrig is selected to serve as the Hazardous Materials/Asbestos Lead for this project. He is a licensed asbestos inspector and designer with over 20 years of experience working with hazardous materials. Bill has experience working with the Texarkana program staff and the previous RLF projects.

Laura Brandt is a key project member supporting projects requiring the review of historical documentation and environmental databases, compiling site environmental data, such as geologic logs and sample data, and providing quality assurance/quality control when reviewing large data sets. Her attention to detail has been an integral part of large, ongoing projects.

Our proposed project team has significant relevant experience with brownfield oversight and funding management and has successfully completed similar projects for other clients. These environmental professionals have worked together as a team for nearly ten years on multiple projects throughout that tenure.

Stanley Consultants believes responsiveness to your project needs and goals is the foundation of a mutually rewarding professional services relationship. Our core values address communications. We will listen when you speak. ***Our team's previous Texarkana experience exemplifies our motivation for excellence, ability to deliver, and commitment to your community.***

If you have any questions regarding this response, please contact me at 319.259.6603 (direct), 319.610.4483 (mobile), or email at tiedemannmelissa@stanleygroup.com. Thank you for your consideration.

Sincerely,

Melissa Tiedemann

Melissa Tiedemann
Client Service Manager
Stanley Consultants, Inc.

046322

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP



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Evidence of Professional Licensing in Texas 15
Draft of Typical PSA Terms and Conditions 16

Pricing Proposal

Hourly Rate Schedule ..... Enclosed herein

Appendix A: Resumes for Key Team Members ..... **Enclosed herein**

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

My SUBMIT TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT MAILING ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501	**CITY OF TEXARKANA, TEXAS** **REQUEST FOR PROPOSAL**
CONTACT PERSON: **AMANDA FREELAND**	
TEL: 903-798-3948 amanda.freeland@txkusa.org	

TITLE:	RFP #:	SUBMITTAL DEADLINE:
CONSULTANT SERVICES FOR QUALIFIED ENVIRONMENTAL PROFRESSIONAL-EPA REVOLVING LOAN	**23-2001-03**	**Thursday, February 23rd, 2023 @ 10:00 AM CST**
PRE-BID DATE, TIME, AND LOCATION:		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

Enter Respondent Name:

Melissa Tiedemann

Enter Respondent's Business Name:

Stanley Consultants, Inc.

Enter Respondent Address:

6836 Austin Center Boulevard, Suite 350
Austin, TX 78731

Enter the following information:

Telephone Number: (319) 259 - 6603

Fax Number: (512) 427 - 3699

Email Address: tiedemannmelissa@stanleygroup.com

Federal Tax ID Number or Social Security Number

421320758

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature

Melissa Tiedemann

Title

Client Service Manager

Print/Type Name

Melissa Tiedemann

Date

February 21, 2023

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
ELECTRONIC RESPONSES SHALL NOT BE ACCEPTED

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2023-032 ATTH 01

CITY OF TEXARKANA, TEXAS
REQUEST FOR QUALIFICATIONS

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

1. *Name and Name of Company:*

   Melissa Tiedemann, Client Service Manager

   Stanley Consultants, Inc.

2. *Business Address:*

   6836 Austin Center Boulevard, Suite 350

   Austin, TX 78731

3. *Telephone with area code:*

   319-259-6603

   Cell Telephone with area code:

   319-610-4483

   Email address:

   tiedemannmelissa@stanleygroup.com

   Internet URL address:

   www.stanleyconsultants.com

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4. *TYPE OF ORGANIZATION: (CHECK ONE)*

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

5. *PRINCIPALS (P) AND ASSOCIATES (A):*

(WRITE "P" OR "A" FOR EACH)

	NAME	P/A	DEGREE OR CERTIFICATE	INSTITUTION
a.	Melissa Tiedemann	P	MBA BA, Economics	Upper Iowa University University of Northern Iowa
b.	Julie Oriano	P	BS, Geology	University of Iowa
c.	Todd Knause	A	BS, Geology	Allegheny College
d.	Bill Carrig	A	BS, Environmental Engineering	Northwestern University
e.	Laura Brandt	A	MS, Geological Sciences BS, Environmental Chemistry	University of Missouri-Columbia Winona State University

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.	EPA Brownfields Revolving Loan Fund Management**	City of Texarkana, TX	2016-2023	$189,700
b.	Brownfield Grant Implementation Plan	City of Port Arthur, TX	2019-2022	$303,926
c.	Environmental Assessments for Corridor Redevelopment	City of Marion, IA	2015-2023	$230,000
d.	Environmental Assessments, Planning and Grant Funding Acquisition**	City of Cedar Rapids, IA	2015-2023	$280,000
e.	Broadlands Wind Farm Ordinance Compliance Assistance	Douglas County Highway Department	2018-2020	$160,000

***Project included cleanup of historic properties.*

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2023-032 ATTH 01

8.1.c

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

	NAME	RELATIONSHIP	PHONE NUMBER
a.	Daphnea Ryan City of Texarkana, TX	Grants Administration Manager	903-798-3934
b.	Mary Essex City of Port Arthur, TX	Grants Manager	409-983-8251
c.	Dave Hockett City of Marion, IA	Principal Planner	319-743-6320
d.	Robert Davis, PE City of Cedar Rapids, IA	Flood Control Program Manager	319-286-5802
e.	Douglas County Hwy. Dept. James Crane, PE	County Engineer	217-253-2113
f.			
g.			

SUBMITTED BY:

Signature: Melissa Tiedemann *Date:* February 21, 2023

Printed Name: Melissa Tiedemann *Title:* Client Service Manager

Team Name: Stanley Consultants, Inc. *Tel #:* 319-259-6603

Address: 6836 Austin Center Blvd., Suite 350, Austin *State:* TX *Zip:* 78731

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Packet Pg. 93

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)

Jeffrey R. Miller
Agent (Print)

Name of Agency/Broker: Arthur Gallagher Risk Management Services

Address of Agent/Broker: 100 W. 2nd Street Suite b

City/State/Zip: Muscatine, IA 52761

Agent/Broker Telephone Number: 563-316-3417

CONTRACTOR'S NAME: Stanley Consultants, Inc.
(Print or Type)

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Stanley Consultants, Inc.

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NOT APPLICABLE - I have no conflict of interest to disclose.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer, director, or holds an ownership interest of one percent or more.**

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Melissa Tiedemann

Signature of vendor doing business with the governmental entity

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)
I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: Stanley Consultants, Inc.

Signature of Company Official: Melissa Tiedemann

Date Signed: February 21, 2023

Printed name of company official signing above: Melissa Tiedemann, Client Service Manager

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Since the 1980s, Stanley Consultants has been a leader in environmental services on both the state and national levels.

Our project team has been successful in obtaining and managing multiple millions of dollars in state and federal brownfields grants.

Active Project List

WORKLOAD CAPACITY

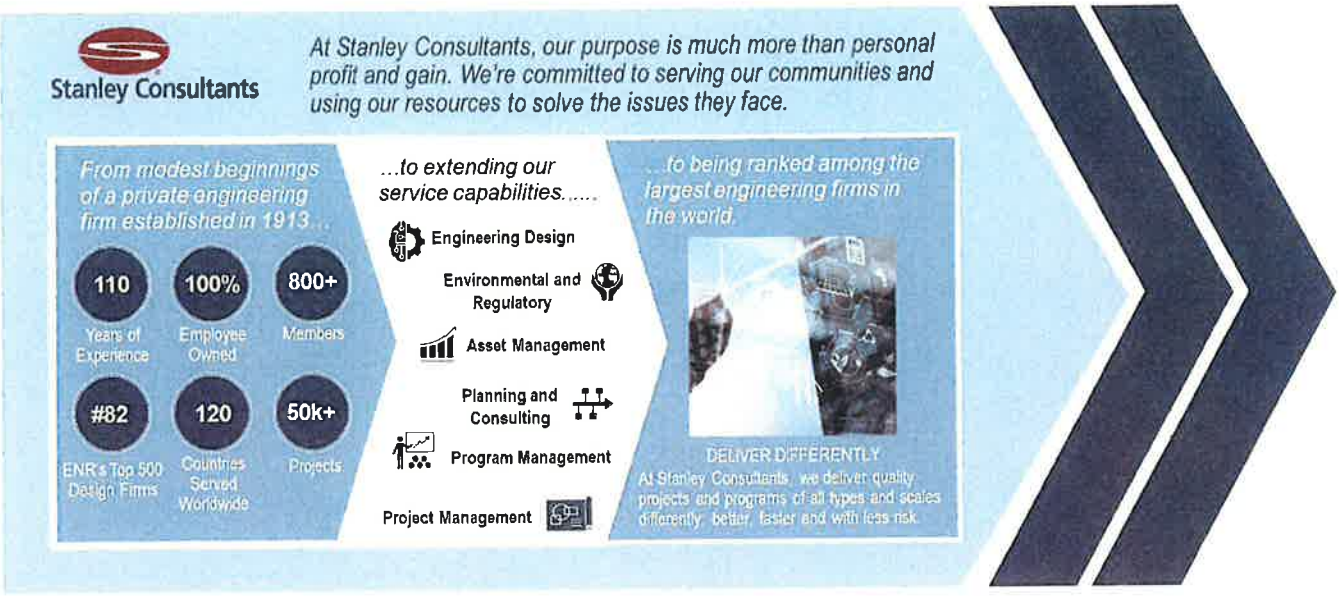
Stanley Consultants has the capacity to perform this project and commit the project team we have submitted for this important project. We complete a loading calendar each month that compares contracted work to available personnel by discipline. In addition, we analyze the loading of key individuals, including the project manager and lead discipline engineers, for projects that they have been proposed on for potential future commitments. Utilizing this process, we identified the project manager and key team members as being available for the duration of this project. Stanley Consultants has the overall available resources to commit to you and accept this project without hesitation.

Being able to deliver the project on schedule requires good foresight and planning. We go the extra mile in our pre-project preparation and in the early planning stages to identify opportunities for shortening the project schedule, saving time and money, as well as potential pitfalls that can derail the process and delay the timeline. Our team will focus on the critical issues and identify early solutions to mitigate those potential risks to the schedule.

PROPOSED TEAM MEMBER ACTIVE PROJECTS

PROJECT NAME / TYPE / LOCATION	FIRM'S ROLE	STATUS
Environmental Assessments, Planning, and Grant Funding Acquisition / Cedar Rapids; IA	Prime	Ongoing
Environmental Assessments for Corridor Redevelopment / Marion, IA	Prime	12/2023 (est. completion)
Per and Polyfluoroalkyl Substances Engineering Evaluation/Cost Analysis / Tinker AFB, OK	Joint Venture	9/2027 (est. completion)
Water Sampling Support / Confidential Location	Subconsultant	12/2023 (est. completion)
Technical Contractor Management / NV	Prime	9/2023 (est. completion)
Site Security Phase 3 Fence Design / NE	Prime	9/2023 (est. completion)
P-919 Bulk Tank Farm Improvements / Spain	Prime	3/2024 (est. completion)
Parkwide Water/Wastewater Systems Rehabilitation Design-Build RFP / Everglades National Park, FL	Joint Venture	6/2023 (est. completion)

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Firm Background

Exceptional service, quality and strong client relationships have helped Stanley Consultants become a leader in the environmental market. Since 1913, we have had a definitive focus on answering the world's engineering challenges in power, water, transportation, energy, and the environment. We work with utilities, industrial entities, institutions, U.S. federal, state and local agencies, foreign allied governments, developers, and builders to plan, design, procure, manage, commission, and help permit capital projects. Our clients trust Stanley Consultants to help them optimize assets, reduce risk, improve efficiency and reliability, and lower operating costs.

We know our clients look for partners who serve as an extension of their staff and understand their profitability goals and performance expectations. At Stanley Consultants, we understand that role perfectly. We adhere to the highest ethical standards and are committed to safety, service, and excellence. Our global resources, size and structure allows us to be flexible for quick response and mobilization of manpower and resources where and when our clients need us. Our employee-owned practice has more than 800 members in 25 offices worldwide.

Stanley Consultants provides a holistic project approach integrating environmental planning and compliance with hands on engineering. As a member-owned firm, we are focused on you, our client—your needs, priorities, and objectives.

We are not focused on quarterly financial reports or market whims. Our mission is simple: accurate deliverables, client satisfaction, the highest of ethical standards, and maintaining long-term client partnerships.

Our team of experts apply their diverse experience to manage the broad suite of environmental needs and challenges our clients face. Meeting the technical and regulatory demands of a project, and your business, requires a united and coordinated application of environmental and engineering consulting services that can inform and influence decision-making as the project is planned and evolves.

We understand and work with our clients to strategize and incorporate environmental services as a foundational element of the overall project, whether it be modifications to an industrial process, the design and construction of linear projects, new equipment installations for a utility, the design of a compliance program or an asset inventory assessment and management program. Throughout the process, we serve as an extension of your team, supporting stand-alone projects or ongoing compliance initiatives.

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Representative Project Experience

The following projects reflect our experience providing similar services. Your review of our relevant projects will confirm our motivation to excellence, ability to deliver, and commitment to your needs.



"Stanley Consultants background and experience made the ideal partner and proved to be the best decision for this project as well as our EPA RLF program. As we moved through the complexities of the Hotel Grim project, it was a relief to have a QEP that we could trust with the complex and mind-boggling process keeping the various elements, requirements, and deadlines organized and moving forward with no hiccups. My overall satisfaction with Stanley is a 10/10 and look forward to continuing our relationship while growing our program."

— Daphnea Ryan, Grants Administration Manager, City of Texarkana

EPA Brownfields Revolving Loan Fund Management

Texarkana, Texas

Under contract as the Qualified Environmental Professional for the City, Stanley Consultants provided programmatic assistance, loan management, community outreach and cleanup oversight for the renovation of the Grim Hotel. This project involved restoration and redevelopment of the historic hotel, which was built in 1925, with the goal of renovating the hotel to accommodate multi-unit housing and commercial space.

Cleanup planned by the developer includes removing asbestos, contaminated debris, and lead-based paint in the interior and designing an engineered control to limit soil and groundwater contamination exposure. Our team prepared a community involvement plan, an analysis of brownfields cleanup alternatives, decision document, quality assurance project plan, loan agreements, public notices, and schedules for the project. Stanley Consultants worked with the City to track milestones and deadline; and participated in conference calls to communicate progress with the developer, EPA, and state agencies.

"Community Involvement Plan is very well written."

—EPA Region 6 Brownfields Project Manager

PROJECT RELEVANCY

- Demonstrates familiarity with the City of Texarkana's requirements and standards.
- Involved public engagement.
- Included cleanup of historic properties.

CLIENT »
City of Texarkana, Texas

DATES OF PROJECT INVOLVEMENT »
09/2016 to present

CONTRACT COST »
$189,700

SERVICES PROVIDED »
- Environmental Consulting Services

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Brownfield Grant Implementation Plan

Port Arthur, Texas

Stanley Consultants wrote the successful EPA brownfields grant application for $300,000 on behalf of the City. Our team was also selected to assist the City with the implementation of the grant. We assisted the City with all mandatory reporting as well as assistance with their community engagement program.

To date, 300 properties within the project area were inventoried and prioritized for eligibility determination and assessment activities. A quality assurance project plan, sampling and analyses plan, health and safety plan, twelve Phase I and one Phase II ESAs have been completed.

"Without hesitation, I would recommend Stanley Consultants to other municipalities or organizations."

—Mary Essex, Grants Manager, City of Port Arthur

PROJECT RELEVANCY

- Grant reporting assistance.
- Environmental assessments.

CLIENT »
City of Port Arthur, Texas

DATES OF PROJECT INVOLVEMENT »
05/2019 to 02/2022

CONTRACT COST »
$303,926

SERVICES PROVIDED »
- Environmental Consulting Services
- EPA Grant Implementation and Management

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Environmental Assessments for Corridor Redevelopment

Marion, Iowa

Marion's Central Corridor is one of the most prominent and identifiable areas within the community. Properties once reserved for warehouses and industrial uses are now better positioned for a mix of commercial and residential development. Infrastructure within the Central Corridor is aging and in need of replacement. Several properties are underutilized and ready for redevelopment. When these two factors co-exist, simply rebuilding an existing street is not always the best long-range decision. While a basic capital improvement is often the easy choice, projects of this type must have a more visionary and long-term approach.

The City of Marion retained the assistance of Stanley Consultants to provide a Phase I environmental site assessment and wetlands services to facilitate land acquisition and redevelopment throughout the Central Corridor, specifically focusing on the 6th and 7th avenues corridor.

Out team began working with the City of Marion during the successful writing and implementation of two assessment and cleanup grants for the former Chicago Central Pacific Railroad Corridor, which is soon to be the new 6th Avenue Corridor. Additionally, the team worked with the City of Marion on assessing the former Marion Iron property for acquisition and future roundabout redevelopment of the parcel to improve traffic flow along the corridor and to facilitate redevelopment of this and adjacent brownfields sites.

"Stanley Consultants have been excellent to work with, bringing projects on time and on budget. Would highly recommend them for any projects."

—Dave Hockett, Principal Planner, City of Marion

CLIENT »
City of Marion, Iowa

DATES OF PROJECT INVOLVEMENT »
2015 to present

CONTRACT COST »
$230,000

SERVICES PROVIDED »
- Environmental Consulting Services





PROJECT RELEVANCY

- Grant writing and implementation.
- Environmental assessments.

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Environmental Assessments, Planning, and Grant Funding Acquisition

Cedar Rapids, Iowa

In reaction to the disastrous 2008 flood, Cedar Rapids, Iowa, began an ambitious 20-year, $870 million plan to stiffen its defenses against the Cedar River to withstand a 500-year flood. Stanley Consultants was chosen by the City of Cedar Rapids to develop a river corridor study that would result in a flood control system that would hold back a 500-year flood event.

As the program of works has evolved through the years, the flood protection program in Cedar Rapids became as much of an environmental master planning program as flood control. Within the approximately 4-mile stretch of river that defines the industrial downtown of Cedar Rapids, there are hundreds of official environmental sites as defined by the state that had to be evaluated for past and future use. Stanley Consultants and its partners defined, Investigated and master planned the flood control levees and improvements with both the environmental cleanup and natural enhancement sides in mind.

Flood protection was forced to be designed to accommodate or, in some cases, remediate contaminated sites. For example, a 22-acre site was contaminated with asbestos when the former operator demolished part of the abandoned meat packing plant and buried the debris. The City of Cedar Rapids removed the buried waste to make redevelopment of the remainder of the parcel possible. Planners turned the site into not only a green space but as a detention basin for storm water drainage that flows from the downtown "dry side" of the levees. A portion of the site is also slated for future mixed use development.

The long-term flood control master plan took a natural environmental planning view. The Cedar Rapids plan addressed not only what to do with an area during dry periods but also during wet ones. Parks, trails, and green space were built in natural flood areas in front of levees. Trails are also incorporated into the plan to enhance the new flood control structures. For example, the NewBo Levee has a trail along its crest with views of the adjacent NewBo Neighborhood and the Cedar River.

Results of the master planning have been encouraging. Cedar Rapids is experiencing a renaissance with new housing and commercial redevelopment in neighborhoods such as New Bohemia and Czech Village. The master plan addresses not only flood control but environmental sustainability for years to come.

In addition to the engineering and environmental services, Stanley Consultants also provided funding acquisition and grant management services to supplement large projects along the flood control system. Team members secured a $1.73M Economic Development Administration grant for a 36' water main relocation as well as a $1M DOT grant for railroad track relocation.

PROJECT RELEVANCY

- Grant writing and funding management.
- Environmental assessments.
- Included cleanup of historic properties.

CLIENT »
City of Cedar Rapids, Iowa

DATES OF PROJECT INVOLVEMENT »
2015 to present

CONTRACT COST »
$280,000

SERVICES PROVIDED »
- Environmental Consulting Services

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Broadlands Wind Farm Ordinance Compliance Assistance

Tuscola, IL

EPD Renewables (EDPR) was planning to build the Harvest Ridge (Broadlands) Wind Farm in northeastern Douglas County, Illinois, north of the town of Newman. The proposed project is to be 200 MW with 50 to 60 turbines. Prior to the start of any construction activities, EDPR was required to submit a permit for approval per the Douglas County Wind Energy Conversion System Ordinance.

Stanley Consultants performed professional engineering services to Douglas County for reviewing the EDPR Harvest Ridge (Broadlands) wind Farm Permit. Services encompassed project management, permit review and coordination, technical submittal review, county and township coordination and support, ordinance review, and inspection and verification services.

Environmental consulting services included coordination with Illinois Historic Preservation Division to verify any impact to any historic structures or archaeological concerns. Additionally, we completed various environmental reviews to provide compliance with current local, state, and federal regulations.

Stanley Consultants also led the public outreach effort by serving as the moderator for the required public hearing and assisting with giving information back to the public.

CLIENT »
Douglas County
Highway Department

DATES OF PROJECT INVOLVEMENT »
10/2018 to 12/2020

CONTRACT COST »
$160,000 (est.)

SERVICES PROVIDED »
- Environmental Consulting Services

PROJECT RELEVANCY

- Involved public engagement.
- Included assessment of historic properties.

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Public Engagement Approach

Stanley Consultants will be available as the City requires to provide technical assistance, project data, and displays for public meetings. Ideas we have successfully used for encouraging attendance at brownfields community outreach events include a bus tour of project sites, an ice cream social, and providing on-site childcare. We recommend holding public meetings within the target area so those most impacted don't have far to travel. Stanley Consultants also has GIS and graphics staff that are experts at telling a story through mapping or graphics.

Melissa Tiedemann has been designated as the Public Involvement Lead for this project. Melissa is a certified public involvement practitioner and is available to prepare and facilitate an interactive community engagement program.

EPA Brownfields Assessment Public Involvement; City of Muscatine; IA

The City of Muscatine retained Stanley Consultants to implement its EPA brownfields hazardous substance and petroleum assessment cooperative agreements. In addition to performing environmental assessments and monitoring sensitive populations during the project along the Mississippi Drive Corridor, our team was responsible for community involvement for this project and has regularly developed maps, informational brochures, and given presentations to various community groups to keep the public informed as to the progress of the assessment program and gain authentic public feedback and input for potential redevelopment opportunities.

""Please accept my sincere appreciation for your direct involvement in the City of Muscatine Area-Wide Assessments for petroleum and hazardous substances. Your attention to detail involving discussions with Unity Health Care in the development of a plan to protect sensitive populations and your ongoing efforts to engage the public throughout the assessment process reflects only the highest degree of professionalism and allows this very important local project to move forward in a positive way."

~ Steven W. Boka, Director of Planning, Zoning & Building Safety (ret.), City of Muscatine, IA

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Storm Water Rate Studies Public Involvement; City of East Moline; IL

The City of East Moline had not had a formal rate study performed in over fifteen years, expenses were exceeding revenues, and major capital improvements were required due to aging infrastructure for each of the three utilities - water, wastewater, and storm water. The storm water utility was faced with costs related to levee maintenance, repairs, or replacement of aging storm water infrastructure, increasing staff needs, and increasing storm water management requirements related to the federally mandated storm water program required by USEPA's Phase II of the NPDES program.



The rate study involved data collection, projection of capital and O&M costs, and evaluation of the current storm water rate structure for applicability to the current needs of the storm water utility. A revised rate structure was developed utilizing a property's impervious surface area for assessing the storm water charge. One of the key elements of the project was the high level of public involvement. Public meetings were held with the proposed highest impacted users and with the general public to explain the purpose for the new utility, answer questions, and address any concerns. Informational brochures, informational utility inserts and website links were created to help disseminate information to the community.

EPA Brownfields Assessment Implementation; City of Greenville; MS

The City of Greenville retained Stanley Consultants to implement its EPA brownfields assessment cooperative agreements. We developed a geographic information system interactive page for the City's website that allowed visitors, such as developers, to click on a property that had been assessed and out the results of the ESA and if the property was clear of contamination. The pages have been used as a tool for the county's economic development efforts. The project completed ahead of schedule in 2016. Prior to the assessments, there was limited new economic growth throughout the community. Following the assessments, the city and county were able to market available sites for redevelopment.

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Team Composition

Our proposed project team has significant relevant experience with brownfield oversight and funding management and has successfully provided similar services to other clients. These environmental professionals have worked together as a team for nearly ten years on multiple projects throughout that tenure. Resumes for these key team members are found in Appendix A.



Melissa Tiedemann, AICP

Project Role: Reporting and Public Involvement Lead
Title: Senior Environmental Planner

In addition to being the Principal-in-Charge, Melissa will also serve as the reporting and public involvement lead for this project. Her professional career started as the brownfields coordinator for a municipality managing their EPA assessment, cleanup and revolving loan fund (RLF) grants. She has 23 years of experience with professional urban planning, economic development and brownfields redevelopment including preparation of comprehensive plans for cities and counties, land use analysis and site analysis, and site selection studies. She has been responsible for researching, obtaining, and implementing funding opportunities for both private sector and municipal clients. Her diverse project experience includes Phase I environmental site assessments, grant application preparation, funding management, and environmental assessments. Her professional public participation and outreach experience includes preparation of redevelopment plans, public outreach plans, environmental assessments, grant writing, land use analysis, and capital improvement plans.

Relevant project experience includes the following:

- EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX – Principal-in-Charge
- Brownfield Grant Implementation Plan; City of Port Arthur; TX – Principal-in-Charge/QA/QC
- Environmental Site Assessments; City of Marion; IA – Principal-in-Charge/Project Manager
- Environmental Assessments, Planning, and Grant Funding Acquisition; City of Cedar Rapids; IA – Principal-in-Charge
- Broadlands Wind Farm Ordinance Compliance Assistance; Douglas County Highway Department; Tuscola, IL – Technical Support

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Julie Oriano, PG, PMP

Project Role: Project Manager
Title: Principal Environmental Scientist

Julie will serve as your Project Manager. She began her professional career completing field investigations for Phase I and Phase II environmental site assessments, leaking underground storage tank removals, and providing emergency response for hazardous materials spills.

Her 30 years of experience encompass soil and groundwater contaminant investigation, risk assessment, and corrective action. Julie has managed a variety of projects, including Phases I/II/III environmental site assessments for property transactions, underground storage tank removals, air sampling, storm water sampling, and landfill monitoring. Project experience includes EPA brownfields investigations, spill prevention control and countermeasure plans, risk-based corrective action, innovative remediation technologies, emergency spill response, NEPA checklists, and directing field investigations.

Relevant project experience includes the following:

- EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX – Project Manager
- Brownfield Grant Implementation Plan; City of Port Arthur; TX – Technical Support
- Phase I Environmental Site Assessment; City of Marion; IA – Field Captain
- Environmental Assessments, Planning, and Grant Funding Acquisition; City of Cedar Rapids; IA – Technical Support



Todd Knause, PG

Project Role: Technical Lead
Title: Principal Environmental Scientist

Todd is proposed as the Technical Lead for this project. His experience with the EPA Program dates to the pilot program of the 1990s. With 40 years of experience, Todd's accomplishments include assessing more than 2,000 properties in 44 states. These assessments have included a wide variety of projects involving environmental site assessments and remediation, engineering geology, hydrogeology, and mineral and petroleum valuations nationwide.

He has provided many types of services, including real estate transaction screenings, Phases I/II/III/IV environmental site assessments, corrective action plans, EPA brownfields redevelopment funding initiatives, CERCLA remedial investigations and feasibility studies, RCRA compliance audits, facility assessments, inspections and corrective measures, leaking underground storage tank investigations and cleanups, environmental liability evaluations, compliance audits, mineral and petroleum reserve estimates and economic analysis, mine planning and permit acquisition, subdivision design, construction inspections, management, and staking. These services have been provided for federal, state, and local governments; industries; financial and legal professions; real estate developers; and contractors.

Relevant project experience includes the following:

- EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX – QA/QC
- Brownfield Grant Implementation Plan; City of Port Arthur; TX – Project Manager
- Phase I Environmental Site Assessment; City of Marion; IA – Technical Support
- Environmental Assessments, Planning, and Grant Funding Acquisition; City of Cedar Rapids; IA – Technical Support

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Bill Carrig, CEM, PMP

Project Role: Hazardous Materials/Asbestos Lead
Title: Principal Environmental Consultant

Bill is selected to serve as the Hazardous Materials/Asbestos Lead for this project. He is a licensed asbestos inspector and designer with 26 years of experience that encompass overseeing cleanup sites; conducting numerous compliance audits and Phase I environmental site assessments in the U.S., Canada, and Mexico on a variety of facilities, including power generation facilities, aluminum can plants, chemical processing facilities, asphalt production facilities, rubber extrusion facilities, industrial lift manufacturers, fuel pump manufacturers, electroplating facilities, metal fabrication operations, fleet truck maintenance, solid and hazardous waste transfer stations, medical packaging, food processing and steel wire manufacturing.

He participated in an auditing team related to potential implement an ISO 14001 environmental management system; groundwater, leachate, and landfill gas sampling at several Superfund sites; soil sampling, wastewater/storm water sampling, preparing and implementing scopes for Phase II subsurface site investigations in response to findings of Phase I environmental site assessments; asbestos surveys; spill prevention control and countermeasures plans, biennial hazardous waste reports, Tier II chemical inventory forms, Form R reports, National Pollutant Discharge Elimination System permit applications, air permit applications, annual air emission calculations, and inventory reporting forms.

Relevant project experience includes the following:

- EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX – Technical Support
- Broadlands Wind Farm Ordinance Compliance Assistance; Douglas County Highway Department; Tuscola, IL – Technical Support



Laura Brandt

Project Role: Senior Environmental Scientist
Title: Senior Environmental Scientist

Laura is an environmental scientist with strong experience with municipalities. During her 9 years of experience, she has written Phase I environmental site assessments involving properties with service stations, airports, ammunition plants, restaurants, and other commercial and industrial businesses. She has conducted Phase II ESAs involving the assessment of contaminants at a salvage yard and an appliance repair shop. During these assessments, she incorporated ASTM standards E1527-13 and E1903-11.

She is a key project member supporting projects requiring the review of historical documentation and environmental databases, compiling site environmental data, such as geologic logs and sample data, and providing quality assurance/quality control when reviewing large data sets. Her attention to detail has been an integral part of large, ongoing projects.

Relevant project experience includes the following:

- EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX – Environmental Scientist
- Brownfield Grant Implementation Plan; City of Port Arthur; TX – Environmental Scientist
- Broadlands Wind Farm Ordinance Compliance Assistance; Douglas County Highway Department; Tuscola, IL – Environmental Scientist
- Sixth Avenue - Area Wide Phase I Environmental Site Assessment; City of Marion; IA – Environmental Scientist

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2023-032 ATTH 01



Professional References

The following client references can attest to Stanley Consultants' quality services.

PROJECT	CLIENT	CONTACT
EPA Brownfields Revolving Loan Fund Management	City of Texarkana, Texas	Daphnea Ryan Grants Administration Manager Phone: 903.798.3934 Email: dryan@txkusa.org
Brownfield Grant Implementation Plan	City of Port Arthur, Texas	Mary Essex Grants Manager Phone: 409.983.8251 Email: mary.essex@portarthurtx.gov
Environmental Assessments for Corridor Redevelopment	City of Marion, Iowa	Dave Hockett Principal Planner Phone: 319.743.6320 Email: dhockett@cityofmarion.org
Environmental Assessments, Planning, and Grant Funding Acquisition	City of Cedar Rapids, Iowa	Robert Davis, PE Flood Control Program Manager Phone: 319.286.5802 Email: r.davis@cedar-rapids.org
Broadlands Wind Farm Ordinance Compliance Assistance	Douglas County Highway Department	James Crane, PE County Engineer Phone: 217.253.2113 Email: james.crane@douglascountyil.com

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Stanley Consultants has been successfully collaborating with the City of Texarkana on environmental services for the past seven years.

Statement of Philosophy and Project Understanding

Stanley Consultants has an existing positive working relationship with the City of Texarkana, and a complete understanding of your procedures and policies through previous assignments. This familiarity will provide consistent and coordinated delivery of services required to support your project.

QUALIFIED ENVIRONMENTAL PROFESSIONAL ASSISTANCE

Stanley Consultants will take the lead role for programmatic responsibilities. We will work as an extension of your City staff to coordinate, direct, and provide oversight for cleanup activities. Additionally, Stanley Consultants will assist with the oversight and management of the City's RLF grant, as well as serving as a reviewing authority for the RLF applications. As the City's discretion, our team will assist with public health communications, review and help address public comments, and verify compliance with applicable federal, state, and local laws and pertinent regulations.

We will begin by reviewing existing information and compile a list of recommendations on how to proceed, along with a timeline and the person or company responsible for completing each task. In our successful history of EPA grant management, we have found keeping an "action item" list summarizing tasks, deadlines, personnel, and important reminders is helpful to keep all parties involved on the same page and keep the project progressing.

SCHEDULE AND MEETINGS

Stanley Consultants will maintain a project schedule that includes submittal and approval dates. At the City's request, we will facilitate regular conference calls with the City, EPA Project Manager, Texas Commission on Environmental Quality, subconsultants, and contractors. We have found regular conference calls are helpful to keep current on project progress and a quick way to reach agreement and move forward. Meeting notes are distributed to maintain a record of decisions and progress.

REPORTING

We will prepare reports required by EPA to fulfill the City's Cooperative Agreement. These reports will include quarterly reports, annual MBE/WBE reports, and the closeout report at the completion of the project. Along with the quarterly report, Stanley Consultants will submit the property profile information on-line using EPA's ACRES website. Each quarter, our team will assist the City with completion of the budget report for its quarterly report. We will work closely with the City to obtain the necessary budget information in a timely manner to complete this task.

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Evidence of Professional Licensing in Texas

Stanley Consultants, Inc. holds the following registrations in Texas:

- Texas Board of Professional Engineers and Land Surveyors Registration #F-174 / expiration date 06/30/2023



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

STANLEY CONSULTANTS INC

has fulfilled the requirements of the Texas Board of Professional Engineers and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-174

Expiration Date
6/30/2023

- Texas Board of Professional Geoscientists Registration #50607 / expiration date 03/31/2023



STANLEY CONSULTANTS INC
Geoscience Firm
Registration #50607
Expires March 31, 2023

In accordance with the provisions of the Texas Geoscience Practice Act, the Texas Board of Professional Geoscientists hereby certifies that the above named entity has been approved as a Registered Geoscience Firm.

Becky L. Johnson, PG, TBPG Chairman

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Draft of Typical PSA Terms and Conditions

Stanley Consultants' typical standard terms and conditions are found on the following pages.

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Standard Terms and Conditions

1. CLIENT'S RESPONSIBILITIES

1.1 Name CLIENT's representative with authority to receive information and transmit instructions for CLIENT.

1.2 Provide CLIENT's requirements for project, including objectives and constraints, design and construction standards, bonding and insurance requirements, and contract forms.

1.3 Provide available information pertinent to project upon which CONSULTANT may rely.

1.4 Arrange for access by CONSULTANT upon public and private property, as required.

1.5 Examine documents presented by CONSULTANT, obtain legal and other advice as CLIENT deems appropriate, and render written decisions within reasonable time.

1.6 Obtain consents, approvals, licenses, and permits necessary for project.

1.7 Advertise for and open bids when scheduled.

1.8 Provide services necessary for project but not within scope of CONSULTANT's services.

1.9 Indemnify CONSULTANT, its employees, agents, and consultants against claims arising out of CONSULTANT's design, if there has been a deviation from the design beyond the CONSULTANT's control or failure to follow CONSULTANT's recommendation and such deviation or failure caused the claims.

1.10 Promptly notify CONSULTANT when CLIENT learns of contractor error or any development that affects scope or timing of CONSULTANT's services.

1.11 Nothing in this agreement shall create a fiduciary duty between the parties.

2. PERIOD OF SERVICE

2.1 CONSULTANT is not responsible for delays due to factors beyond its control.

2.2 If CLIENT requests changes in project, compensation for and time of performance of CONSULTANT's services shall be adjusted appropriately.

3. CONSTRUCTION COST AND COST ESTIMATES

3.1 **Construction Cost.** Construction cost means total cost of entire project to CLIENT, except for CONSULTANT's compensation and expenses, cost of land, rights-of-way, legal and accounting services, insurance, financing charges, and other costs which are CLIENT's responsibility as provided in this Agreement.

3.2 **Cost Estimates.** Since CONSULTANT has no control over cost of labor, materials, equipment or services furnished by others, over contractors' methods of determining prices, or over competitive bidding or market conditions, its estimates of project construction cost will be made on the basis of its employees' experience and qualifications and will represent their best judgment as experienced and qualified professionals, familiar with the construction industry. CONSULTANT does not guarantee that proposals, bids, or actual construction cost will not vary from its estimates of project cost.

4. GENERAL

4.1 **Termination.**

4.1.1 Either party may terminate their obligation to provide further services upon twenty (20) days' written notice, after material default by other party through no fault of terminating party.

4.1.2 CLIENT may terminate CONSULTANT's obligation to provide further services upon twenty (20) days' written notice if project is abandoned. In such event, progress payments due to CONSULTANT for services rendered plus unpaid reimbursable to expenses, shall constitute total compensation due.

4.2 **Reuse of Documents.**

4.2.1 All tangible items prepared by CONSULTANT are instruments of service, and CONSULTANT retains all copyrights. CLIENT may retain copies for reference, but reuse on another project without CONSULTANT's written consent is prohibited. CLIENT will indemnify CONSULTANT, its employees, agents, and consultants against claims resulting from such prohibited reuse. Said items are not intended to be suitable for completion of this project by others.

4.2.2 Submittal or distribution of items in connection with project is not publication in derogation of CONSULTANT's rights.

4.2.3 **Confidentiality.** Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party ("Confidential Information"). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the agreement except as may be required by a court or governmental authority. CLIENT and CONSULTANT shall keep all information and communications related to the project confidential in the same manner each

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party protects its own confidential information, to the extent that it is marked "proprietary" or "confidential or with a similar label or which by the nature of the information generally would be regarded as proprietary or confidential. This clause shall not apply to information that is previously known by either party, lawfully becomes public knowledge, or is required to be disclosed by law or a court order. CONSULTANT shall be allowed to use non-confidential information on the project, including CLIENT name, project location, and project details for marketing purposes.

4.3 **Payment.**

4.3.1 CONSULTANT shall submit a monthly statement for services rendered and reimbursable expenses incurred. CLIENT shall make prompt monthly payments.

4.3.2 If CLIENT fails to make payment within thirty (30) days after receipt of statement, interest at maximum legal rate or at a rate of 18%, whichever is less, shall accrue; and, in addition, CONSULTANT may, after giving seven (7) days' written notice, suspend services until it has been paid in full all amounts due it.

4.3.3 CLIENT has provided or shall provide for payment from one or more lawful sources of all sums to be paid to CONSULTANT.

4.3.4 CONSULTANT's compensation shall not be reduced on account of any amounts withheld from payments to contractors.

4.3.5 If services performed by CONSULTANT are subject to state or local sales taxes, said taxes will be reflected in the invoices and remitted according to state law. If CLIENT claims a status that would make the transaction exempt, then CLIENT shall provide appropriate proof of exempt status to CONSULTANT.

4.4 **Controlling Law.** Agreement shall be governed by the law of the State where the project is located, excluding its choice of law rules. Jurisdiction shall similarly be where the project is located.

4.5 **Successors and Assigns.**

4.5.1 The parties bind themselves, their successors, and legal representatives to the other party and to successors and legal representatives of such other party, in respect to all covenants and obligations of this Agreement.

4.5.2 Neither party shall assign, sublet, or transfer any interest in this Agreement without written consent of the other, provided CONSULTANT may employ such independent consultants, associates, and subcontractors as it may deem appropriate.

4.5.3 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the parties.

4.6 **CONSULTANT's Accounting Records.** Records of CONSULTANT's personnel time, reimbursable expenses, and accounts between parties shall be kept on a generally-recognized accounting basis.

4.7 **Separate Provisions.** If any provisions of this Agreement shall be held to be invalid or unenforceable, remaining provisions shall be valid and binding.

4.8 **Waiver.** No waiver shall constitute a waiver of any subsequent breach.

4.9 **Warranty.**

4.9.1 CONSULTANT shall use reasonable care to reflect requirements of all applicable laws, rules, or regulations of which CONSULTANT has knowledge or about which CLIENT specifically advises in writing, which are in effect on date of Agreement. CONSULTANT INTENDS TO RENDER SERVICES IN ACCORDANCE WITH GENERALLY ACCEPTED PROFESSIONAL STANDARDS AT THE TIME SERVICES ARE PERFORMED, BUT NO OTHER WARRANTY IS EXTENDED, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH SUCH SERVICES. CLIENT's rights and remedies in this Agreement are exclusive.

4.9.2 CONSULTANT shall not be responsible for contractors' construction means, methods, techniques, sequences, or procedures, or for contractors' safety precautions and programs, or for contractors' failure to perform according to contract documents.

4.9.3 The CONSULTANT believes that any computer software provided under this Agreement is suitable for the intended purpose, however, it does not warrant the suitability, merchantability, or fitness for a particular purpose of this software.

4.9.4 Subject to the standard of care set forth in Paragraph 4.9.1, CONSULTANT and its Subconsultants may use or rely upon design elements, work, and information ordinarily or customarily furnished by others, including, but not limited to, CLIENT or his authorized representatives, public record, specialty contractors, manufacturers, suppliers, and publishers of technical standards.

4.10 **Period of Repose.** Any applicable statute of limitations or repose shall commence to run and any alleged cause of action shall be deemed to have accrued not later than completion of services to be performed by CONSULTANT.

4.11 **Indemnification.** To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT, CLIENT's officers, directors,

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partners, and employees from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CONSULTANT or CONSULTANT's officers, directors, partners, employees, agents, and CONSULTANT's consultants in the performance and furnishing of CONSULTANT's services under this Agreement. Any indemnification shall be limited to the terms and amounts of coverage of the CONSULTANT's insurance policies and Section 4.12, Limitation of Liability.

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT, CONSULTANT's officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against any and all third party claims for bodily injury and for damage to tangible property to the extent caused by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents, and CLIENT's consultants with respect to this Agreement on the Project. In addition to the indemnity provided under this section, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONSULTANT and its officers, directors, partners, employees, and agents and CONSULTANT's consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or relating to the presence, discharge, release, or escape of asbestos, PCBs, petroleum, hazardous waste, or radioactive material at, on, under, or from the Project site.

4.12 **Limitation of Liability.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CONSULTANT (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONSULTANTS), TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT FROM ANY CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, OR WARRANTEES EXPRESSED OR IMPLIED, OF CONSULTANT OR CONSULTANT'S CONSULTANTS, SHALL NOT EXCEED $25,000.00 OR THE TOTAL COMPENSATION RECEIVED BY CONSULTANT FOR THE PROJECT, WHICHEVER IS GREATER. THIS LIMITATION INCLUDES LIABILITY UNDER SECTION 4.11. IN NO EVENT SHALL CONSULTANT BE LIABLE TO CLIENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT.

4.13 **Extent of Agreement.** This Agreement represents the entire agreement between the parties and may be amended only by written instrument signed by both parties.

4.14 **INSURANCE**. CONSULTANT shall purchase and maintain insurance for the coverages and for not less than the limits of liability set forth below:
(a) Workers' Compensation: workers' compensation insurance as required by the laws of the states or countries with jurisdiction of the services to be performed, including employer's liability insurance, with a limit of $1,000,000 per accident.
(b) Commercial General Liability: commercial general liability, including coverage for all premises, operations, operations of independent contractors, products and completed operations, and contractual liability. Coverage shall have limits of not less than $1,000,000 for each occurrence and aggregate.
(c) Commercial Automobile Liability: commercial automobile liability covering the use of all owned, non-owned, and hired automobiles with minimum combined single limits of $1,000,000.
(d) Professional Liability: professional liability insurance for claims arising out of performance of professional services caused by any negligent error, omission, or act for which the insured is legally liable, with a minimum limit of $1,000,000, to be kept in force for two (2) years after completion of project.
CONSULTANT shall provide certificates or other evidence from insurance carriers of the required insurance coverages, if requested by CLIENT in writing within 30 days of start of performance. All insurance except workers' compensation and professional liability shall designate CLIENT as additional insured.
(e) Cyber Liability: Data Breach and Privacy/Cyber Liability Insurance in a limit of not less than $1,000,000 per occurrence.

4.15 **Subrogation Waiver.** The parties waive all rights against each other, and against contractors, consultants, agents, and employees of the other for damages covered by any property insurance during construction, and each shall require similar waivers from their contractors, consultants, and agents.

4.16 **Force Majeure.** Parties will not be liable for delays in delivery or for failure to perform obligations, other than payment, due to causes beyond their reasonable control, including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, government priorities, fire, strikes, floods, epidemics, quarantine restrictions, riots, terrorists acts, or war. CONSULTANT's time for delivery or performance will be automatically extended by the period of such delay or CONSULTANT may, at its option, cancel any

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services, in whole or in part, without liability by giving notice to CLIENT.

4.17 PREEXISTING CONDITIONS. CLIENT hereby understands andagrees that CONSULTANT has not created nor contributed to the creation or existence of any Hazardous Substances at or related to the Project site or in connection with or related to this Agreement. The compensation to be paid CONSULTANT for the Services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such Hazardous Substances. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, including but not limited t o attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence or willful misconduct of CONSULTANT. Nothing contained within this Agreement shall be construed or int erpreted as requiring CONSULTANT to assume the st at us of a generator, arranger, transporter or as a st orage, treatment or disposal facility as t hose terms appear within applicable Law.

4.18 **EQUAL EMPLOYMENT OPPORTUNITY CLAUSE. When applicable, the CONSULTANT and SUBCONSULTANT shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a), 60-741.5(a) and Appendix A of Subpart A of 29 CFR 471. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime CONSULTANTS and SUBCONSULTANTS take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**

4.19 FLORIDA PROJECTS ONLY - NO EMPLOYEE OR AGENT OF CONSULTANT IS A PARTY TO THIS CONTRACT. PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURING WITHIN THE COURSE AND SCOPE OF THIS CONTRACT. CONSULTANT MAINTAINS PROFESSIONAL LIABILITY INSURANCE AS REQUIRED UNDER THIS CONTRACT AND ANY DAMAGES ARE SOLEY ECONOMIC IN NAUTRE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THE CONTRACT.

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Pricing Proposal

The following are the hourly rates for our proposed key team members. These rates are subject to revision on April 2, 2024.

TEAM MEMBER	BILLING TITLE	HOURLY RATE
Melissa Tiedemann	Senior Consultant (E2)	$193.50
Julie Oriano	Principal Scientist 3	$233.50
Todd Knause	Principal Scientist 3	$233.50
Bill Carrig	Principal Consultant (E1)	$233.50
Laura Brandt	Senior Consultant (E2)	$193.50

Any necessary assessment activities will be performed by members with a billing rate of $100 and $126.50 depending on the nature of the assessment required.

An hourly rate schedule is found on the following page.

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Hourly Rates

Stanley Consultants INC

Compensation for office-based personnel in the U.S. for time in the performance of the work, including travel time, shall be in accordance with the following Hourly Rates.

Client	City of Texarkana, TX
Description	Environmental Consulting Services
Location	Texarkana, TX

Hourly Rates subject to revision on or after . . . . . 2 Apr 2024

Billing Title	Hourly Rate
Project Administrator 1	$73.50
Project Administrator 2	$87.00
Associate Scientist 1 , CAD Technician 1 , GIS Analyst 1	$100.00
Student Intern - Engineer , Architect Intern 1 , CAD Technician 2 , GIS Analyst 2 , Senior Project Administrator 1	$113.50
Engineer in Training 1 , Associate (E1) , Consultant (E1) , Architect Intern 2 , Scientist 1 , Senior CAD Technician 1 , Senior GIS Analyst 1 , Senior Project Administrator 2 , Project Controls Specialist 1	$126.50
Architect 1 , Scientist 2 , Senior CAD Technician 2	$140.00
Engineer in Training 2 , Architect 2 , Senior Scientist 1 , CAD Designer 1 , CAD Designer 2 , Construction Observer 1	$153.00
Engineer 1 , Consultant (E2) , Senior Architect 1 , Senior Architect 2 , Senior Scientist 2 , Senior Land Acquisition Agent 1 , CAD Designer 3 , Senior GIS Analyst 2	$166.50
Engineer 2 , Senior Consultant (E1) , Senior Architect 3 , Principal Land Acquisition Agent , Senior CAD Designer 1 , Construction Observer 2	$179.50
Senior Engineer 1 , Senior Consultant (E2) , Senior Project Controls Specialist 1	$193.50
Senior Consultant (E3) , Senior CAD Designer 2 , Principal CAD Designer , Project Manager 1	$207.00
Senior Engineer 2 , Principal Scientist 2 , Principal Planner 1 , Project Manager 2	$220.50
Principal Consultant (E1) , Principal Scientist 3	$233.50

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Appendix A:
Resumes for Key Team Members

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MELISSA TIEDEMANN, AICP

Reporting and Public Involvement Lead
Stanley Consultants
23 Years of Experience

Melissa's professional urban planning, economic development and brownfields redevelopment experience includes preparation of comprehensive plans for cities and counties, land use analysis and site analysis, recreation studies, population analysis, and site selection studies. She has been responsible for researching, obtaining, and implementing funding opportunities for both private sector and municipal clients.

Her diverse project experience includes Phase I environmental site assessments, grant application preparation, funding management, and environmental assessments. Her professional public participation and outreach experience includes preparation of redevelopment plans, public outreach plans, environmental assessments, grant writing, land use analysis, and capital improvement plans.

PROJECT EXPERIENCE

EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX
Principal-in-Charge responsible for representing Stanley Consultants to provide overall client satisfaction of the successful completion of the project.

Flood Mitigation System; City of Cedar Rapids; IA
Lead Environmental Specialist responsible for providing environmental investigations, CDBG grant management, and regulatory permitting for the Cedar Rapids flood control system project implementation.

EPA Brownfields Assessment Grant; City of Marion; IA
Project Planner. The City of Marion was selected to receive a $400,000 EPA brownfields assessment grant to conduct Phase I and Phase II environmental site assessments of properties contaminated by hazardous substances and petroleum in the city's Central Corridor, the gateway to the city. The Central Corridor, once a vibrant corridor providing economic opportunities, was characterized by run-down buildings and underused properties. Responsible for GIS development for project progress, public information and analysis, Phase I environmental site assessments, site reconnaissance, funding strategies, and public involvement initiatives.

EPA Assessment Grant Preparation; City of Murphysboro; IL
Project Manager responsible for managing environmental investigation activities; and providing technical and quality assurance/quality control review of Phase I and Phase II ESAs, and sampling and analysis plans.

EPA Brownfields Community-Wide Assessment Grant and Phase I and Phase II ESAs; City of Corinth; MS
Project Manager responsible for community involvement activities, Phase I and Phase II ESAs, cleanup planning, and programmatic reporting. The Stanley Consultants team prepared seven Phase I ESAs on 69 acres and five Phase II ESAs on 56 acres.

EPA Brownfields Assessment; Monroe County; MS
Environmental Planner responsible for performing the Phase I ESA using the ASTM E1527-13 standard for the property impacted by the project.

Education

Master of Business Administration, Upper Iowa University

Bachelor of Arts, Economics, University of Northern Iowa

Professional Registrations

Certified Planner, #020438

Professional Societies

- American Planning Association
- American Institute of Certified Planners

Specialized Training and Certifications

- Certified Public Involvement Practitioner, International Association for Public Participation
- Decision-Making Process, National Highway Institute, FHWA-NEPA
- National Environmental Policy Act: Power Planning, Environmental Planning Strategies
- ASTM Phase I and II Environmental Site Assessment Standard Training, ASTM International

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JULIE ORIANO, PG, PMP

Project Manager
Stanley Consultants
30 Years of Experience

Julie's capabilities include developing work plans for EPA approval and conducting Phase I and II environmental site assessments for EPA brownfields projects. She is proficient in many areas of environmental consulting, with an emphasis on regulatory compliance, soil and groundwater contamination assessment, risk assessment, and site remediation. Her project management experience ranges from large to small projects for a variety of commercial, industrial, and regulatory clients and for a variety of contaminants. Julie's experience entails landfill monitoring, storm water and wastewater sampling, spill prevention control and countermeasure plans, air permitting, and NEPA Reporting.

PROJECT EXPERIENCE

EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX
Project Manager/Qualified Environmental Professional responsible for preparing a community involvement plan, analysis of brownfields cleanup alternatives, decision document, quality assurance project plan (QAPP), loan agreements, clean-up planning, and schedules for the project.

Brownfield Grant Implementation Plan; City of Port Arthur; TX
Environmental Scientist and Project Quality Assurance Manager responsible for implementing a technical quality process for the EPA brownfields grant, reviewing Phase I and II environmental site assessments, data quality objectives and quality assurance project plan, sampling and analyzing plans; health and safety plans; community involvement plans and analyzing of brownfields cleanup alternatives and reuse plans.

EPA Brownfields Community-Wide Assessment Grant and Phase I and Phase II ESAs; City of Corinth; MS
Project Manager responsible for managing and reviewing ten Phase I and five Phase II ESAs, preparing site-specific QAPPs, conducting monthly meetings with the City and the EPA, and quarterly reporting.

Phase I and Phase II ESAs and Clean-Up Plan; City of Greenville; MS
Environmental Scientist responsible for assisting with eleven Phase I ESAs, four Phase II ESAs, and two clean-up plans. A value-added service provided was developing a GIS-based interactive page for the City's website that allowed visitors, such as developers, to click on a property that had been assessed and find the ESA results and if the property was clear of contamination.

Brownfield Assessment Cooperative Agreement Implementation; City of Hernando; MS
Project Manager /Environmental Scientist responsible for managing and reviewing ten Phase I and five Phase II environmental site assessments, preparing site-specific QAPPs, conducting monthly meetings with the City and the EPA, and quarterly reporting.

EPA Petroleum Brownfields; City of Muscatine; IA
Environmental Scientist responsible for preparing Phase I site assessments for several properties within the EPA brownfield grant redevelopment area. Completed sampling plans for Phase II site assessment activities.

Education

Bachelor of Science, Geology, University of Iowa

Professional Registrations

Geologist:
TX, #125607
MO, #2000155901
NE, #G-0318
MN, #46017
IL, #196.001226
MS, #0814

Groundwater Professional:
IA, #1703

Project Management Professional, #2092178

Professional Societies

- Iowa Groundwater Association
- National Groundwater Association
- Project Management Institute

Specialized Training and Certifications

- 40-Hour OSHA HAZWOPER
- HAZWOPER Supervisor Training
- Environmental Professional as defined by the EPA's AAI Standard

Presentations

- The EPA's Brownfield Program: Little-Known Funding Mechanism to Address Asbestos, Lead - Case Study: Grim Hotel, Texarkana; AAEES; 11/16/22

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TODD KNAUSE, PG

Technical Lead
Stanley Consultants
40 Years of Experience

Todd's accomplishments include assessing more than 2,000 properties in 44 states. These assessments have included a wide variety of projects involving environmental site assessments and remediation, engineering geology, hydrogeology, and mineral and petroleum valuations throughout the U.S. He has provided many types of services, including real estate transaction screenings, Phases I/II/III/IV environmental site assessments, corrective action plans, EPA brownfields redevelopment funding initiatives, CERCLA remedial investigations and feasibility studies, RCRA compliance audits, facility assessments, inspections and corrective measures, leaking underground storage tank investigations and cleanups, environmental liability evaluations, compliance audits, mineral and petroleum reserve estimates and economic analysis, mine planning and permit acquisition, subdivision design, construction inspections, management, and staking. These services have been provided for federal, state, and local governments; industries; financial and legal professions; real estate developers; and contractors.

PROJECT EXPERIENCE

EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX
QA/QC Reviewer responsible for reviewing all deliverables and providing expertise on implementing EPA brownfields clean-up revolving loan funds.

Brownfield Grant Implementation Plan; City of Port Arthur; TX
Project Manager responsible for managing grant implementing activities including monthly, quarterly, and annual reports; site inventory, ranking, and selection; site eligibility determinations; Phase I and II environmental site assessments; data quality objectives and quality assurance project plan (QAPP), sampling and analysis plans; health and safety plans; community involvement plan and public meetings; analysis of brownfields cleanup alternatives and reuse plans; and additional funding sources.

Flood Mitigation System; City of Cedar Rapids; IA
Lead Environmental Specialist responsible for environmental investigations of a 30-acre former industrial facility along the Cedar River which included reviewing previous Phase I and II ESAs, state and federal regulations and cleanup standards, corrective action evaluations and contaminated soil and groundwater management plans.

EPA Petroleum Brownfields; City of Muscatine; IA
QA Reviewer responsible for conducting quality assurance reviews on fourteen Phase I ESAs, two Phase II ESAs, two health and safety plans, two sampling and analysis plans/QAPP addenda, one QAPP, and one field audit.

EPA Brownfields Grants Implementation; City of Carlin; NV
Project Manager responsible for managing environmental investigations, conducting the prioritization of sites for ESA activities; and providing technical and quality assurance and quality control review of Phase I and Phase II ESAs, and sampling and analysis plans.

Education

Bachelor of Science, Geology, Allegheny College

Professional Registrations

Geologist:
TX, #15141
KY, #114571
LA, #214
UT, #10430683-2250
WY, #2010

Professional Societies

- American Association of Petroleum Geologists
- American Institute of Professional Geologists
- Association of Engineering and Environmental Geologists
- National Groundwater Association

Specialized Training and Certifications

- 40-Hour OSHA Hazardous Waste Site Operations (HAZWOPER) Training
- 8-Hour OSHA HAZWOPER
- 8-Hour OSHA Management and Supervisor Training
- 4-Hour OSHA Permit Required Confined Spaces Training

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BILL CARRIG, CEM, PMP

Hazardous Materials/Asbestos Lead
Stanley Consultants
26 Years of Experience

Bill's experience encompasses overseeing cleanup sites; conducting numerous compliance audits and Phase I Environmental Site Assessments in the U.S., Canada, and Mexico on a variety of facilities, including power generation facilities, aluminum can plants, chemical processing facilities, asphalt production facilities, rubber extrusion facilities, industrial lift manufacturers, fuel pump manufacturers, electroplating facilities, metal fabrication operations, fleet truck maintenance, solid and hazardous waste transfer stations, medical packaging, food processing and steel wire manufacturing.

He participated in an auditing team related to potential implement an ISO 14001 environmental management system; groundwater, leachate, and landfill gas sampling at several Superfund sites; soil sampling, wastewater/storm water sampling, preparing and implementing scopes for Phase II subsurface site investigations in response to findings of Phase I environmental site assessments (ESA); asbestos surveys; spill prevention control and countermeasures (SPCC) plans, biennial hazardous waste reports, Tier II chemical inventory forms, Form R reports, National Pollutant Discharge Elimination System (NPDES) permit applications, air permit applications, annual air emission calculations, and inventory reporting forms.

PROJECT EXPERIENCE

EPA Brownfields Revolving Loan Fund Management; City of Texarkana, TX
QA/QC Reviewer for programmatic assistance, loan management, community outreach and cleanup oversight for the renovation of the Grim Hotel.

EPA Brownfields Community-Wide Assessment Grant and Phase I and Phase II ESAs; City of Corinth; MS
Project Manager responsible for a grant proposal for a Fiscal Year 2014 EPA Brownfields Community-Wide Hazardous Substance and Petroleum Products Assessment grant. The grant proposal requested $400,000 from EPA to conduct Phase I and II ESAs on brownfields properties in the city so they could be cleared for redevelopment.

McKee Button Phase 1 Environmental Site Assessment; Kent Corporation; Muscatine, IA
Project Manager responsible for conducting a Phase I ESA in accordance with ASTM Standard 1527-13, which resulted in the identification of Recognized Environmental Conditions (REC). A Phase II ESA that involved the collection of soil samples, installation of groundwater wells and collection of groundwater samples for laboratory analysis was then conducted to determine if there was contamination at the identified RECs. Deliverables were also prepared for the client and state environmental agency review.

Environmental Consulting Assistance; Confidential Client; OH
Project Manager responsible for conducting an annual environmental compliance review; NPDES reporting; and updating spill prevention control countermeasure, facility response, and storm water pollution prevention plans based on facility changes.

Education

Bachelor of Science, Environmental Engineering, Northwestern University

Professional Registrations

Asbestos Inspector:
IL, #100-09027
IA, #19-2287
MO, #12940
IN, #19A002265
UT, #ASB-5755

Asbestos Project Designer:
IA, #19-2288
MO, #12940

Project Management Professional, #2005304

Certified Environmental Manager, #EM-2302, NV

Professional Societies

- Air & Waste Management Association

Specialized Training and Certifications

- 40-Hr Hazardous Waste Operations and Emergency Response, OSHA
- Toxic Release Inventory 8-Hr Fundamentals Training
- Environmental Professional as defined by EPA's AAI Standard

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URA BRANDT

Senior Environmental Scientist
Stanley Consultants
9 Years of Experience

Laura is an environmental scientist with strong experience with municipalities. She has written Phase I environmental site assessments (ESA) involving properties with service stations, airports, ammunition plants, restaurants, and other commercial and industrial businesses. She has conducted Phase II ESAs involving the assessment of contaminants at a salvage yard and an appliance repair shop. During these assessments, she incorporated ASTM standards E1527-13 and E1903-11. She is a key project member supporting projects requiring the review of historical documentation and environmental databases, compiling site environmental data, such as geologic logs and sample data, and providing quality assurance/quality control when reviewing large data sets. Her attention to detail has been an integral part of large, ongoing projects.

PROJECT EXPERIENCE

EPA Brownfields Revolving Loan Fund Management; City of Texarkana; TX
Environmental Scientist responsible for assisting the Qualified Environmental Professional in reviewing community involvement plan, an analysis of brownfields clean-up alternatives, decision document, quality assurance project plan, loan agreements, public notices, and schedules for the project.

Brownfield Grant Implementation Plan; City of Port Arthur; TX
Environmental Scientist responsible for conducting Phase I and Phase II site assessments and reviewing associated reports.

Broadlands Wind Farm Ordinance Compliance Assistance; Douglas County Highway Department; Tuscola, IL
Environmental Scientist responsible for reviewing all applicable environmental permitting to the county for compliance with local, state, and federal regulations by wind farm applicant.

EPA Brownfields Community-Wide Assessment Grant and Phase I and Phase II ESAs; City of Corinth; MS
Environmental Scientist responsible for assisting with report writing for several Phase I and Phase II assessments. Aided in due diligence associated with Phase II work. Also wrote several site-specific quality assurance project plans required for EPA brownfields work.

Phase I and Phase II ESAs and Clean-Up Plan; City of Greenville; MS
Environmental Scientist responsible for writing several Phase I ESA reports.

EPA Brownfields Assessment; Monroe County; MS
Environmental Scientist responsible for writing several Phase I ESA reports.

Sixth Avenue - Area Wide Phase I ESA; City of Marion; IA
Project Manager responsible for a Phase I corridor project whose area encompassed over 20 properties on 6th Avenue. Responsibilities included performing the property assessments/site visits and writing the final Phase I report for the client.

Phase I ESA - 1420 Park Avenue; Kent Corporation; Muscatine, IA
Project Manager responsible for conducting a Phase I site assessment and drafting a Phase I ESA in compliance with ASTM standards.

Education

Master of Science, Geological Sciences, University of Missouri-Columbia

Bachelor of Science, Environmental Chemistry, Winona State University

Professional Societies

» Iowa Groundwater Association

Specialized Training and Certifications

» Traffic Noise Model 2.5 Certified, FHWA
» Environmental Professional
» Traffic Noise Policy Training, Illinois Department of Transportation
» 38-Hour Wetland Delineation and Management Training Program, U.S. Army COE, Region 4
» 40-Hour Hazardous Waste Training
» 8-Hour Hazardous Waste Refresher

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"EXHIBIT "C"

My SUBMIT TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT MAILING ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501	CITY OF TEXARKANA, TEXAS **REQUEST FOR PROPOSAL**
CONTACT PERSON: **AMANDA FREELAND**	
TEL: 903-798-3948 amanda.freeland@txkusa.org	

TITLE:	RFP #:	SUBMITTAL DEADLINE:
CONSULTANT SERVICES FOR QUALIFIED ENVIRONMENTAL PROFRESSIONAL-EPA REVOLVING LOAN	**23-2001-03**	**Thursday, February 23rd, 2023 @ 10:00 AM CST**
PRE-BID DATE, TIME, AND LOCATION:		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

Enter Respondent Name:

Enter Respondent's Business Name:

Enter Respondent Address:

Enter the following information:

Telephone Number: ( )_____ - _____

Fax Number: ( )_____ - _____

Email Address: _____

Federal Tax ID Number or Social Security Number

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature _____ **Title** _____

Print/Type Name _____ **Date** _____

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THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
ELECTRONIC RESPONSES SHALL NOT BE ACCEPTED

INSTRUCTIONS ON SUBMITTAL

To facilitate the clarification of requirements, please direct all questions concerning this RFP to Amanda Freeland, Contracts Administrator, by way of email to amanda.freeland@txkusa.org. Responses to questions, if any, will be posted on the City's website.

The deadline for any questions will be Thursday February 16th, 2023, by 4:00 PM.
All questions shall be emailed to amanda.freeland@txkusa.org .

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.

   The City of Texarkana will receive proposals until **10:00 A.M. CST, Thursday, February 23rd, 2023,** at the Public Works and Contracts Department located at 220 Texas Blvd, 4th Floor, Texarkana, Texas 75501. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **RFP #23-2001-03, CONSULTANT SERVICES FOR QUALIFIED ENVIRONMENTAL PROFRESSIONAL-EPA REVOLVING LOAN**. Proposers must also include their name and address on the outside of the envelope or container. Proposals must be addressed to:

   Physical Address/ Mailing Address
   Amanda Freeland, Contracts Admin.
   City of Texarkana, Texas
   Public Works and Contracts Department
   220 Texas Blvd, 4th Floor
   Texarkana, Texas 75501

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 company into a contract. Qualifications which are not signed and dated in this manner may be rejected.

4. The City of Texarkana, Texas reserves the right to reject any or all qualifications as it shall deem to be in the best interests of the City of Texarkana, Texas.

5. The award of this contract shall be made to the responsible Offeror, whose qualifications 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,

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guaranteeing authenticity.

7. A submittal may not be withdrawn or canceled by the Offeror without the permission of the City for a period of (90) ninety-days following the date designated for the receipt of qualifications, and Offeror so agrees upon submittal of his qualifications.

8. The City of Texarkana, Texas 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. Issuing authority of addenda shall be vested with the City of Texarkana, Texas, from the Public Works and Contracts Department. Vendors who pick up the RFP from Public Works and Contracts 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 qualifications.

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 (certifications required).

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

13. 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, Texas will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final

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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.

The table below provides a proposed timetable of the award process:

DATE	ACTION
January 22nd, 2023	RFP Release Date
February 16th, 2023	Deadline for Questions
February 23rd, 2023	Proposals Due Date
March 13th, 2023	City Council Meeting *(tentative)*
March 20th, 2023	*Anticipated* Contract Award

The City of Texarkana, Texas reserves the right to modify this schedule as required.

Bid opening will be at 10:00 a.m. CST, Thursday, February 23rd, 2023, 10:00 AM at the City of Texarkana, Texas, Public Works and Contracts Department, 220 Texas Blvd, 4th Floor, Texarkana, Texas. Solicitation Documents will be available on the City's Website https://www.ci.texarkana.tx.us/346/Purchasing, Current Bidding Opportunities or email amanda.freeland@txkusa.org.

PURPOSE

The City of Texarkana, Texas Community Development Department is requesting proposals from Qualified Environmental Professionals to assist with the oversight and management of the City's, EPA Revolving Loan Fund (RLF) Grant. 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.

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OBJECTIVE

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 projected 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 City's Finance Department.

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.

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

SCOPE OF SERVICES

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, client's 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.

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.

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.

Assist the RLF Staff to develop and maintain project files suitable for audit by the EPA, TCEQ, and outside audit entities.

Meet with City EPA Brownfields Revolving Loan Fund Team on a regular basis to ensure successful implementation and reporting on project.

DISCUSSION AND EVALUATION OF PROPOSALS

Initial evaluation of the proposals will focus on the qualifications of the vendors. The City of Texarkana, Texas may conduct discussions with vendors who are determined to be reasonably qualified for the award of the contract. Vendors will be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submission of proposals and before the award of the contract. The contract will be awarded to the responsible vendor whose proposal is determined to be the most advantageous to the City of Texarkana, Texas considering the relative importance of price and the other evaluation factors included in this request for proposal.

This request for proposal does not commit the City to award an agreement, to pay any costs incurred in preparation of the proposal, to procure, contract services, and supplies. All costs directly or indirectly incurred in response to the request shall be the sole responsibility of and shall be borne by respondents.

The City may require follow-up oral interviews at a later date, require any proposer selected to participate in negotiations and to submit such technical information, rate of compensation information, or other revisions of the proposal as may result from such negotiations. The City reserves the right to waive technicalities and irregularities or to reject any or all proposals in whole or in part, with or without cause and to accept that proposal if any, which in the City's judgment will be in the City's best interest.

MISCELLANEOUS

The City will own and have a right to use, reproduce and modify as it desires any data, reports, analysis, and materials which are collected or developed by the Consultant or officials, employees, and agents as a result of; any agreement entered-into between the City and the Consultant for this project. The materials provided to the Consultant by the City are for use solely with respect to this consulting project and are not to be used by the Consultant or the Consultant's officials, employees, and agents for any other purpose outside the scope of the work requested by the City without specific written consent of the City.

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SELECTION CRITERIA

The City will review and evaluate all proposals based on the criteria listed below in their order of importance and will rely primarily on the proposals submitted in selection of finalists. Therefore, vendors must emphasize specific information considered pertinent to the project and submit all information requested.

SCORING

CRITERIA	Max Points	Score
Firm's Organization & Qualifications	30	_____
Experience on Similar/Past City Projects	30	_____
Cost	20	_____
Capacity and Timeliness to Perform Work	10	_____
Overall Responsiveness to RFP	10	_____
Total Points	**100**	_____

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CITY OF TEXARKANA, TEXAS
REQUEST FOR QUALIFICATIONS

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:

_____

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Internet URL address:

_____

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.	_____	_____	_____	_____

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

	NAME	RELATIONSHIP	PHONE NUMBER
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____
g.	_____	_____	_____

SUBMITTED BY:

*Signature:*_____ *Date:*_____

*Printed Name:*_____ *Title:*_____

*Team Name:*_____ *Tel #:*_____

*Address:*_____ *State:*_____ *Zip:*_____

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II. INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, the PROPOSER shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. The PROPOSER shall not be considered a partner, affiliate, agent, or employee of the City and shall in no way have any authority to bind the City to any obligation.

III. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROPOSER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF TEXARKANA, TEXAS AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, (COLLECTIVELY, THE "INDEMNITEES", FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS'FEES AND ATTORNEY'S FEES) (COLLECTIBELY, "LOSSES"), ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSES BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY PROPOSER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROPOSER EXERCISES CONTROL, UNTER OR IN CONEECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF STATUTE, ORDINANCE, GOVERNMENTAL, REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

IV: LIMITATION OF LIABILITY

1. Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential, or special damages excluding fines and penalties levied by the regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof.

2. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee or agent of the City of Texarkana, Texas.

V. 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,**

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Contract Administrator within ten (10) 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.

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(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.

FIRM 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:

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(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;

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(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.

VI. TERMS AND CONDITIONS FOR PROPOSAL

1 The City reserves the right to reject any or all responses to the RFQ, to advertise for new responses, or to accept any response deemed to be in the best interest of the City. A response to this RFQ should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract.

2 Upon selection a contract shall be prepared, negotiated, and fully executed before work is initiated. The City reserves the right to dismiss any part or all of the contracted

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team when, in the City's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

Qualifications packages should include, but not be limited to, information on the following evaluation criteria:

Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

1. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.
2. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.
3. Table of Contents
4. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.
5. Summary of firm's background and focus.
6. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:
    a. Location;
    b. Client;
    c. Date of project involvement;
    i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;
    d. Probable cost and scope of the project;
    e. Specific services performed by the firm.
7. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.
8. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.

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9. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.

10. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.

11. Evidence of professional licensing in Texas.

12. Draft of typical professional services agreement (PSA) terms and conditions.

6 Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

13. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.

14. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.

15. Table of Contents

16. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.

17. Summary of firm's background and focus.

18. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:

    a. Location;

    b. Client;

    c. Date of project involvement;

    i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;

    d. Probable cost and scope of the project;

    e. Specific services performed by the firm.

19. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.

20. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.

21. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.

22. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.

23. Evidence of professional licensing in Texas.

24. Draft of typical professional services agreement (PSA) terms and conditions.

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GENERAL 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**: City of Texarkana, Texas proposal packets contain various sections requiring completion. Please ensure all portions of the RFP are completed in their entirety or the submission may be considered non-responsive.

2. **INSTRUCTIONS:** These instructions apply to all proposals and become a part of terms and conditions of any proposal packet submitted.

3. **PRICING:** Proposal price (s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

4. **INVOICES:** Invoices shall be submitted by the successful proposer to the City of Texarkana, Texas, Attn: Community Development Department, 220 Texas Blvd, Texarkana, Texas, 75501.

5. **PAYMENT TERMS:** Payment terms are net 30 unless otherwise specified by the City in this proposal packet.

6. **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.

7. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Public Works and Contracts Department Director.

1. **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.

2. **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.

10. **WITHDRAWAL OF PROPOSALS:** A proposal price may not be withdrawn or canceled by the proposer for a period of (90) ninety days following the date designated for the receipt of proposals without written approval of purchasing manager, and proposer so agrees upon submittal of proposal.

11. **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 to the City of Texarkana, Texas. Contractor is responsible for any and all change orders.

12. **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 Public Works and Contracts Department. Addenda will be sent to all who are known to have received a copy of this proposal packet. If the addendum contains changes to the "specification" or "proposal form", proposers shall acknowledge receipt of all addenda, or they will be declared non-responsive.

13. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees, contractors, elected officials, legal representatives, successors and assigns (collectively the "City"), harmless from all liability, suits, causes of action, lawsuits, judgments, claims, damages, penalties, fines, costs, fees, or expenses, including attorney's fees and costs of defense, for any injury to or the death of any person or damage to or destruction of any property arising out of, or resulting from or based upon, in whole or in part, any act or omission of contractor, its officers, employees, contractors, subcontractors, and agents under this contract.

14. **INDEPENDENT CONTRACTORS:** Proposer acknowledges that the successful proposer shall be an independent contractor of the City and that successful proposer shall not be an employee, agent, official or other representative of the City. Successful proposer shall not represent, either expressly or through implication, that they are an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the successful proposer.

15. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

    If this award results in a contract, it shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Texarkana, Texas reserves the right to award a contract to the next lowest and best Contractor(s) as it deems to be in the best interest of the City of Texarkana, Texas.

    Further, the City of Texarkana, Texas may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Texarkana, Texas shall return any delivered but unpaid goods in normal condition to the Contractor(s).

16. **AUDIT**: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

1. **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.

2. **NO PROHIBITED INTEREST:** Proposer acknowledges and represents by completing (**Attachment D)** 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 of employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested,

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directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

3. **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.

4. **MINOR DEFECTS:** 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.

5. **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.

22. **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.

23. **TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

   If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Texarkana, Texas 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 proposal 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 proposal 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 proposal confidential/proprietary is not in conformance with the Texas open records act.

24. **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.

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Pursuant to chapter 176 of the Texas local government code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., the City of Texarkana, Texas) must disclose in the questionnaire form **(Attachment A)**, enclosed in this document, the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, this questionnaire must be filed with the appropriate records administrator of the City of Texarkana, Texas not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, local government code. A person commits an offense if the person violates section 176.006, local government code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, vendor represents that it is in compliance with the requirements of chapter 176 of the Texas local government code.

25. **CERTIFICATE OF INTERESTED PARTIES FORM 1295:** The successful proposer is required to complete online and notarize the certificate of interested parties Form 1295 and the form must be submitted to the purchasing contact listed in the solicitation before the purchase/contact shall be presented to the city council. The form be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

26. **BOYCOTTING ISRAEL, CHAPTER 2270:** Certification that company will not boycott Israel if company has (10) ten or more full-time employees and contract is over $100,000 in value.
(See next Form)

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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)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2

Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

_____

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer, director, or holds an ownership interest of one percent or more.**

6

Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

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7

Signature of vendor doing business with the governmental entity

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 City of Texarkana at (903) 798-3948.

The City revised its Request for Qualifications (RFQ) template to include the following wording related to Historically Underutilized Businesses (HUB's):

The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFQ; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

The City revised its Purchasing Policy to include the following wording related to Historically Underutilized Businesses (HUB's):

Local Government Code Chapter 252.0215 Competitive Bidding in Relation to Historically Underutilized Business, states that a municipality, in making an expenditure of more than $3,000 but less than $50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

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City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)
I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME:_____

Signature of Company Official:_____

Date Signed:_____

Printed name of company official signing above:_____

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"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.

Billing Title	Hourly Rate
Project Administrator 1	$73.50
Project Administrator 2	$87.00
Associate Scientist 1, CAD Technician 1, GIS Analyst 1	$100.00
Student Intern – Engineer, Architect Intern 1, CAD Technician 2, GIS Analyst 2, Senior Project Administrator 1	$113.50
Engineer in Training 1, Associate (E1), Consultant (E1), Architect Intern 2, Scientist 1, Senior CAD Technician 1, Senior GIS Analyst 1, Senior Project Administrator 2, Project Controls Specialist 1	$126.50
Architect 1, Scientist 2, Senior CAD Technician 2	$140.00
Engineer in Training 2, Architect 2, Senior Scientist 1, CAD Designer 1, CAD Designer 2, Construction Observer 1	$153.00
Engineer 1 Consultant (E2), Senior Architect 1, Senior Architect 2, Senior Scientist 2, Senior Land Acquisition Agent 1, CAD Designer 3, Senior GIS Analyst 2	$166.50
Engineer 2, Senior Consultant (E1), Senior Architect 3, Principal Land Acquisition Agent, Senior CAD Designer 1, Construction Observer 2	$179.50
Senior Engineer 1, Senior Consultant (E2), Senior Project Controls Specialist 1	$193.50
Senior Consultant (E#), Senior CAD Designer 2, Principal CAD Designer, Project Manager 1	$207.00
Senior Engineer 2, Principal Scientist 2, Principal Planner 1, Project Manager 2	$220.50
Principal Consultant (E!), Principal Scientist 3	$233.50

Travel	Unit	Rate
Direct expenses are paid at cost. Other cost associated with travel paid at the following rates.		
Meals	Daily	$59.00
Mileage IRS Standard Mileage Rate – Currently	Mile	$0.655

Attachment: 2023-032 ATTH 01 EPA RLF Contract Stanley Consultants Rev (3949 : 2023-032 RES Contract With Stanley Consultants QEP

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/9/2023 12:16 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2023-009 rezoning Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street from Commercial to Single Family-3. Angela Forte, owner.		

Briefing: 3/13/2023 **Public Hearing:** 3/13/2023 **Council Vote:** 3/13/2023

Item Schedule

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

Updates/History of Briefing:

This property was tabled by council until property owner paperwork could be confirmed.

Executive Summary and Background Information:

This is a request by Angela Forte, owner, to rezone Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street from Commercial to Single Family-3. The property is currently vacant land. The proposed use is a single wide HUD code manufactured home.

The adjacent zoning is Commercial to the north, south, east, and west. The adjacent land use is residential to the north, and east, vacant land to the south, and west.

The Future Land Use Map designates this property as “Downtown District and Flood Plain”.

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 (SF-3) zoning district along with the approval of a Specific Use Permit.

HUD code 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:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

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:

December 5, 2022

Attachments

a. 2023-009 ORD rezoning C to SF-3 south of 1008 Cedar (DOCX)
b. 2023-009 ATTH 01 (Maps) (PDF)
c. 2023-009 ATTH 02 (Warranty Deed) (PDF)
d. 2023-009 Goals & Perspectives (DOCX)
e. 2023-009 ORD rez. south of 1008 Cedar signed (PDF)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed 01/04/2023 1:01 PM
City Manager	David Orr	Reviewer	Completed	01/04/2023 2:55 PM
City Council	Jennifer Evans	Meeting	Completed	01/09/2023 6:00 PM

Meeting History

01/09/23	City Council	MOVED FORWARD	Next: 01/23/23
01/23/23	City Council	MOVED FORWARD	Next: 03/13/23

Z-22-24

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 9 AND 10, BLOCK 180, TRIGGS ADDITION, LOCATED SOUTH OF 1008 CEDAR STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** in the City of Texarkana, Bowie County, Texas, **from Commercial 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 five (5) to zero (0) to recommend the application for rezoning from Commercial to Single Family-3 on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** 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 **Commercial 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 **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** in the City of Texarkana, Bowie County, Texas, from **Commercial to Single Family-3.**

Attachment: 2023-009 ORD rezoning C to SF-3 south of 1008 Cedar (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

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 **13th day of March, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-009 ORD rezoning C to SF-3 south of 1008 Cedar (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

Cedar Street



Attachment: 2023-009 ATTH 01 (Maps) (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

Cedar Street



Attachment: 2023-009 ATTH 01 (Maps) (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

2023-00001897 DEED Total Pages: 2

WARRANTY DEED

DATE:	February 15, 2023
GRANTORS:	Harrison Owens and wife, Erma Owens
GRANTORS' MAILING ADDRESS:	3016 Kinglet Way, Antelope, California 95843-2245
GRANTEE:	Angela Forte 24 Private Rd 25162
GRANTEE'S MAILING ADDRESS:	~~24 Private Road~~, Texarkana, Texas 75501
GRANTEE:	Kevin L. Washington
GRANTEE'S MAILING ADDRESS:	1100 Dan Haskins Way, Apt. 1106, Texarkana, Texas 75501

CONSIDERATION: Mutual love and affection of Grantees herein, Ten dollars ($10.00) and other good and valuable consideration.

PROPERTY (including any improvements) lying in Bowie County, Texas:

Lots Nine (9) and Ten (10), Block Numbered One-Hundred-Eighty (180), Trigg's Addition to the City of Texarkana, Texas.

Grantors, for the consideration, grant, sell, and convey to Grantees all of Grantors' interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors.

Harrison Owens, Grantor

Erma Owens, Grantor

Attachment: 2023-009 ATTH 02 (Warranty Deed) (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

STATE OF CALIFORNIA §
COUNTY OF Sacramento §

This instrument was acknowledged before me on the 23 day of Feburary, 2023 by Harrison Owens.

GURLEEN MANGAT
COMM.# 2415724
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Sept. 14, 2026

Gurleen Mangat
Notary Public for the State of California

STATE OF CALIFORNIA §
COUNTY OF Sacramento §

This instrument was acknowledged before me on the 23 day of Feburary, 2023 by Erma Owens.

GURLEEN MANGAT
COMM.# 2415724
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Sept. 14, 2026

Gurleen Mangat
Notary Public for the State of California

Prepared by: Friedman Law Office
200 West Broad Street
Texarkana, Texas 75501

THE STATE OF TEXAS
COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2023-00001897 DEED
03/01/2023 10:26:52 AM Total Fees: $30.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2023-009 ATTH 02 (Warranty Deed) (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

City of Texarkana, Texas

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

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

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

Attachment: 2023-009 Goals & Perspectives (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

Z-22-24

ORDINANCE NO. 2023-009

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 9 AND 10, BLOCK 180, TRIGGS ADDITION, LOCATED SOUTH OF 1008 CEDAR STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM COMMERCIAL 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 **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** in the City of Texarkana, Bowie County, Texas, **from Commercial 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 five (5) to zero (0) to recommend the application for rezoning from Commercial to Single Family-3 on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** 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 **Commercial 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 **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street** in the City of Texarkana, Bowie County, Texas, from **Commercial to Single Family-3.**

Attachment: 2023-009 ORD rez. south of 1008 Cedar signed (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

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 **13th day of March, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:26 p.m.

Attachment: 2023-009 ORD rez. south of 1008 Cedar signed (3911 : 2023-009 ORD rezoning Commercial to SF-3 south of 1008 Cedar)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/9/2023 12:17 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2023-010 granting a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street. Angela Forte, owner.		

Briefing: 3/13/2023 **Public Hearing:** 3/13/2023 **Council Vote:** 3/13/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Angela Forte, owner, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street. This is currently vacant land.

The adjacent zoning is Commercial to the north, south, east, and west. The adjacent land use is residential to the north and east, vacant land to the south, and west.

The Future Land Use Map designates this property as “Downtown District and Flood Plain”.

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 one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single 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.

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:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

December 5, 2022

Attachments

a. 2023-010 ORD SUP HUD code mnfctrd home south of 1008 Cedar (DOCX)
b. 2023-010 ATTH 01 (Maps) (PDF)
c. 2023-010 ATTH 02 (Photos) (PDF)
d. 2023-010 Goals & Perspectives (DOCX)
e. 2023-010 ATTH 03 (Warranty Deed) (PDF)
f. 2023-010 ORD SUP South of 1008 Cedar signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	01/04/2023 1:01 PM
City Manager	David Orr	Reviewer	Completed	01/04/2023 2:55 PM
City Council	Jennifer Evans	Meeting	Completed	01/09/2023 6:00 PM

Meeting History

01/09/23 City Council MOVED FORWARD Next: 01/23/23

City of Texarkana, Texas

01/23/23	City Council	MOVED FORWARD	Next: 03/13/23

S-771

ORDINANCE NO. 2023-010

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-771 TO ALLOW THE LOCATION OF A SINGLE WIDE HUD CODE MANUFACTURED HOME ON LOTS 9 AND 10, BLOCK 180, TRIGGS ADDITION, LOCATED SOUTH OF 1008 CEDAR STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a single 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-771 for the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-010 ORD SUP HUD code mnfctrd home south of 1008 Cedar (3912 : 2023-010 ORD granting SUP to allow HUD code

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

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single 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.
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: 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 **13th day of March, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-010 ORD SUP HUD code mnfctrd home south of 1008 Cedar (3912 : 2023-010 ORD granting SUP to allow HUD code

Cedar Street



Attachment: 2023-010 ATTH 01 (Maps) (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south of 1008 Cedar)

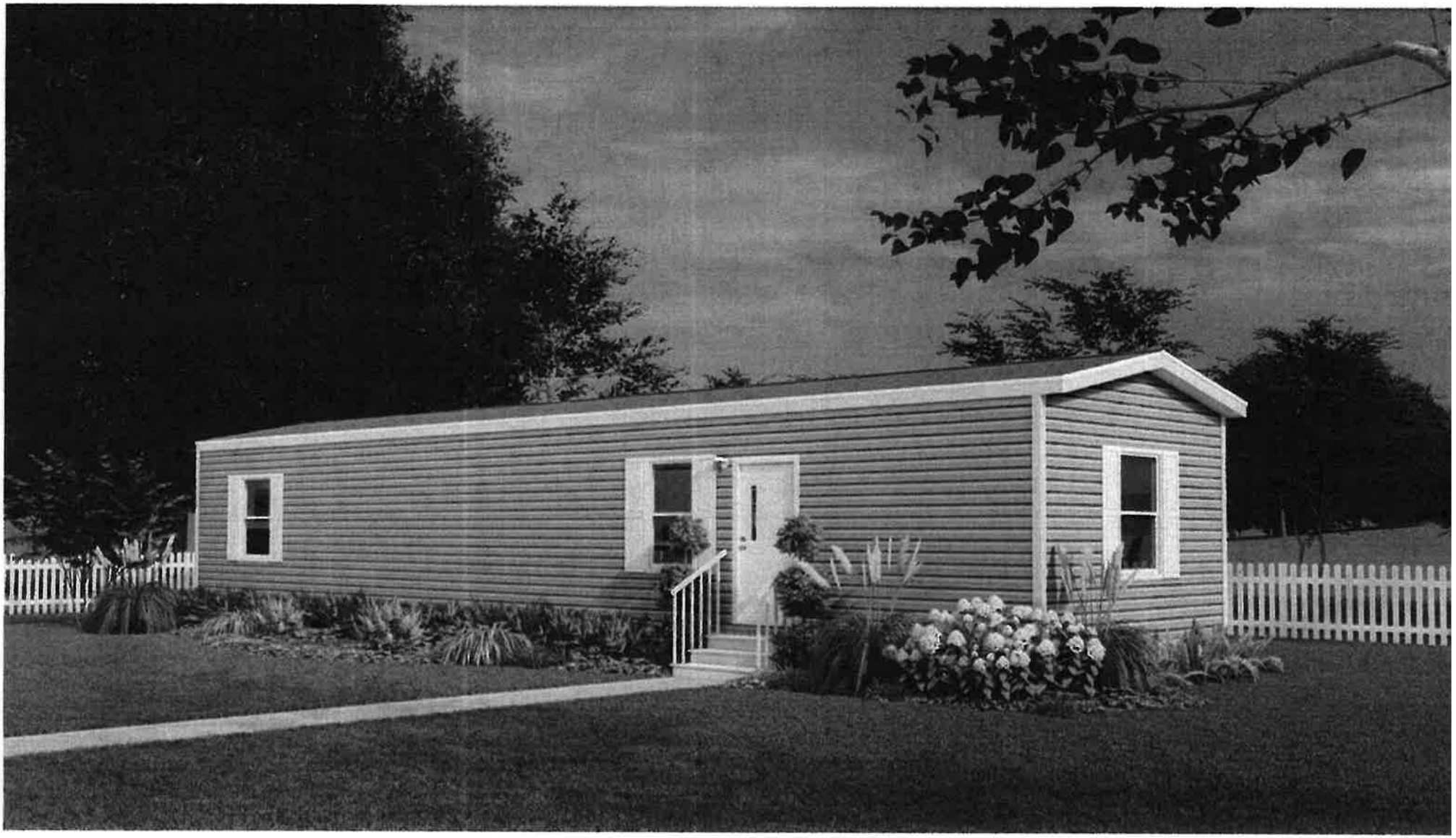
Cedar Street



Attachment: 2023-010 ATTH 01 (Maps) (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south of 1008 Cedar)

2023-010 ATTH 02

S-771



Attachment: 2023-010 ATTH 02 (Photos) (3912 : 2023-010 ORD granting SUP to allow HUD code

2023-010 ATTH 02
S-771



Attachment: 2023-010 ATTH 02 (Photos) (3912 : 2023-010 ORD granting SUP to allow HUD code

City of Texarkana, Texas

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

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

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

Attachment: 2023-010 Goals & Perspectives (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south of 1008 Cedar)

2023-00001897 DEED Total Pages: 2

WARRANTY DEED

DATE:	February 15, 2023
GRANTORS:	Harrison Owens and wife, Erma Owens
GRANTORS' MAILING ADDRESS:	3016 Kinglet Way, Antelope, California 95843-2245
GRANTEE:	Angela Forte 24 Private Rd 25162
GRANTEE'S MAILING ADDRESS:	~~24 Private Road~~, Texarkana, Texas 75501
GRANTEE:	Kevin L. Washington
GRANTEE'S MAILING ADDRESS:	1100 Dan Haskins Way, Apt. 1106, Texarkana, Texas 75501

CONSIDERATION: Mutual love and affection of Grantees herein, Ten dollars ($10.00) and other good and valuable consideration.

PROPERTY (including any improvements) lying in Bowie County, Texas:

Lots Nine (9) and Ten (10), Block Numbered One-Hundred-Eighty (180), Trigg's Addition to the City of Texarkana, Texas.

Grantors, for the consideration, grant, sell, and convey to Grantees all of Grantors' interest in the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors, or assigns forever. Grantors bind Grantors and Grantors' heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantees and Grantees' heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantors.

Harrison Owens, Grantor

Erma Owens, Grantor

Attachment: 2023-010 ATTH 03 (Warranty Deed) (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south of 1008

STATE OF CALIFORNIA §
COUNTY OF Sacramento §

This instrument was acknowledged before me on the 23 day of Feburary, 2023 by Harrison Owens.

GURLEEN MANGAT
COMM.# 2415724
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Sept. 14, 2026

Gurleen Mangat
Notary Public for the State of California

STATE OF CALIFORNIA §
COUNTY OF Sacramento §

This instrument was acknowledged before me on the 23 day of Feburary, 2023 by Erma Owens.

GURLEEN MANGAT
COMM.# 2415724
NOTARY PUBLIC - CALIFORNIA
SACRAMENTO COUNTY
My Comm. Expires Sept. 14, 2026

Gurleen Mangat
Notary Public for the State of California

Prepared by: Friedman Law Office
200 West Broad Street
Texarkana, Texas 75501

THE STATE OF TEXAS
COUNTY OF BOWIE

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2023-00001897 DEED
03/01/2023 10:26:52 AM Total Fees: $30.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2023-010 ATTH 03 (Warranty Deed) (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south of 1008

S-771

ORDINANCE NO. 2023-010

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-771 TO ALLOW THE LOCATION OF A SINGLE WIDE HUD CODE MANUFACTURED HOME ON LOTS 9 AND 10, BLOCK 180, TRIGGS ADDITION, LOCATED SOUTH OF 1008 CEDAR STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a single 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-771 for the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 180, Triggs Addition, located south of 1008 Cedar Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-010 ORD SUP South of 1008 Cedar signed (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south

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

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single 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.
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: 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 **13th day of March, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27 p.m.

Attachment: 2023-010 ORD SUP South of 1008 Cedar signed (3912 : 2023-010 ORD granting SUP to allow HUD code manufactured home south

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 2/23/2023 11:18 AM

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

Subject: Ordinance No. 2023-026 amending Chapter 130, "Streets and Sidewalks" of the Land Development Code and amending the Master Fee List for Chapter 130 License and Permit Fees.

Briefing: 3/13/2023 **Public Hearing:** 3/13/2023 **Council Vote:** 3/13/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Staff has reviewed Ch 130, "Streets and Sidewalks" of the code of ordinances and has determined it is necessary and in the best interest of the City to revise and update Chapter 130. Included for review:

ATTH 01 – clean version of proposed Chapter 130 as revised
ATTH 02 – fees to be added/revised to Master Fee List
ATTH 03 – a summary of the major changes made to the respective sections of Ch. 130
ATTH 04 – Word-generated redline comparing existing Ch. 130 to the proposed revision
ATTH 05 – Letter of Support from Waggoner Creek Crossing
ATTH 06 – Letter of Support from Partnership for the Pathways

A primary goal for the revision is to start requiring pedestrian facilities to be constructed as properties develop, update the City's street design standards to meet current industry standards, update fees provided for in the chapter, and make textual revisions for ease of reference.

Potential Options:

- Approve
- Not Approve

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

City of Texarkana, Texas

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-026 ORD amend Ch 130 Streets Sidewalks (DOCX)
b. 2023-026 ATTH 01 text of amd Ch 130 (DOCX)
c. 2023-026 ATTH 02 fees (DOCX)
d. 2023-026 ATTH 03 change summary (DOCX)
e. 2023-026 ATTH 04 redline of changes (DOCX)
f. 2023-026 ATTH 05-Letter.WCC.WCCII.FLP. to City supporting 2023 changes to sidewalk ordinance (DOCX)
g. 2023-026 ATTH 06 PatnershipforPathway Letter of Support (PDF)
h. 2023-026 Goals & Perspectives (DOCX)
i. 2023-026 ORD amd. ch. 130 Strts Sidewalks signed (PDF)

Staff Coordination

Public Works Department	Completed	Dusty Henslee 02/16/2023 4:30 PM	Department Head Review	
City Attorney	Jeffery C. Lewis	Review	Completed	02/16/2023 5:21 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	02/27/2023 6:00 PM
City Council	Jennifer Evans	Meeting	Completed	02/27/2023 6:00 PM

Meeting History

02/27/23 City Council MOVED FORWARD Next: 03/13/23

Publish

ORDINANCE NO. 2023-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 130 ("STREETS AND SIDEWALKS") OF THE LAND DEVELOPMENT CODE; AMENDING THE MASTER FEE LIST FOR CHAPTER 130 LICENSE AND PERMIT FEES; CONTAINING REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, Chapter 130 of the Land Development Code regulates the City's streets and sidewalks, rental charges not otherwise governed by state or federal law, excavations, access driveways, and street improvement standards; and

WHEREAS, the Public Works Department recommends amending Chapter 130 as set out in the attached **ATTH 01** and also amending the City's Master Fee list for additions and revisions to the permit and license fees addressed in Chapter 130 as set out in the attached **ATTH 02**; and

WHEREAS, the City Council finds and determines that the revisions to Chapter 130, as proposed by the Public Works department and the additions and revisions to the permit and license fees as set forth in this ordinance, are reasonable and in the best interests of the City.

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

SECTION 1: Chapter 130 of the Land Development Code of the City of Texarkana, Texas, shall be amended in its entirety by replacing the existing provisions with the content set out in the attached **ATTH 01**, incorporated herein by reference for all purposes.

SECTION 2: The Master Fee list is hereby amended to add, or revise fees set out in the attached **ATTH 02**, incorporated herein by reference for all purposes. The Master Fee list shall also be amended to update the relocation of the Public Works Department to City Hall.

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

SECTION 4: 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: 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.

Attachment: 2023-026 ORD amend Ch 130 Streets Sidewalks (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

Publish

SECTION 6: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 7: 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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-026 ORD amend Ch 130 Streets Sidewalks (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

Chapter 130 STREETS AND SIDEWALKS

ARTICLE I. IN GENERAL

Sec. 130-1. Permit to construct sidewalks, curbs, and shared use paths.

It shall be unlawful for any person to construct any concrete sidewalk, curb, or shared use path within the city, without first having obtained a permit therefor from the city council. Such permit may be either a special permit for each job or a general permit for all such work to be done by the person to whom the permit is issued.

Sec. 130-2. Sidewalks, curbs, and shared use paths to conform to established criteria; minimum construction requirements.

(a) All sidewalks, curbs, and shared use paths constructed in the city shall be so constructed as to conform to the established grade and lines of the streets, sidewalks and alleys of the city and as to meet all applicable statutory and regulatory requirements under the Americans with Disabilities Act. It shall be the duty of the property owner to determine and mark the established grade, or, in case there is no established grade, the natural and probable grade of any sidewalk or alley, and to request inspection by the City Engineer prior to pouring sidewalk.

(b) All sidewalks constructed in the city shall be so constructed (i) to a minimum width of five feet (5') unless a different width is approved in writing by the City Engineer, (ii) of Class "A" (3,000 psi test) concrete, and (iii) to a minimum slab thickness of four inches, reinforced with six inches by six inches by ten-gauge welded wire mesh or approved equivalent.

(c) All shared use paths constructed in the city shall be so constructed (i) to a minimum width of eight feet (8') unless a different width is approved in writing by the City Engineer, (ii) of Class "A" (3,000 psi test) concrete, and (iii) to a minimum slab thickness of four inches, reinforced with six inches by six inches by ten-gauge welded wire mesh or approved equivalent. Other material can be substituted upon written approval of the City Engineer.

Sec. 130-3. Construction of sidewalks by property owners and developers.

(a) *Generally.* For new commercial development or redevelopment or new residential development, it shall be the duty of the developer of the property and every owner of any lot or part of a lot or block adjoining or abutting any public street or highway in the city to grade and construct sidewalks in front of and alongside of the lot or part of the lot or block so owned; and in new development, sidewalks shall be constructed on both sides of street at the time the street is constructed. Prior to grading, the owner and developer shall request a written determination from the City Engineer on whether construction of a shared use path or paths shall also be required. The cost of grading and construction required by this subsection shall be borne by the owner.

(b) *Existing commercial and residential corridors*. In all existing corridors, it shall be the duty of every owner of any lot or part of a lot or block adjoining or abutting any public street or highway in such corridor, when improving property so owned to increase its value, to grade and construct sidewalks in front of and alongside of the lot or part of the lot or block so owned. If sidewalks are neither present in such corridor nor are planned based on the City's active transportation plan, the requirements of this subsection shall not apply unless the City Engineer notifies the owner in writing of the applicability of this subsection. The cost of grading and construction required by this subsection shall be borne by the owner.

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(c) *Maintenance.* The maintenance of a sidewalk or shared use path constructed on private property shall be the responsibility of the property owner. The maintenance of a sidewalk or shared use path constructed within the public right-of-way or public sidewalk easement may be specified in writing between the City Engineer and property owner; and absent any writing specifying responsibility for maintenance, such maintenance shall be the responsibility of the City.

(d) *Material and dimensions.* Sidewalks and shared use paths constructed under this section shall be constructed per the requirements of section 130-2.

(e) *Appeal*. The decisions or determinations made by the City Engineer as provided in this section shall be final unless the owner files an appeal to the Zoning Board of Adjustment within five (5) business days of the owner's receipt of the City Engineer's determination.

Sec. 130-4. Governing TxDOT standard specifications.

All applicable sections of the then-current edition of the Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" ("TxDOT Standard Specs"), a copy of which publication shall be on file in the Public Works Department, are hereby adopted herein by reference as the standard specifications for materials and methods of construction for highways, streets, and bridges within the city. All materials used in city street and alley construction shall conform in all respects to the applicable provisions of such publication.

Sec. 130-5. Encumbrances and obstructions on streets, sidewalks and other public rights-of-way.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alley means a minor way that is used primarily for installation of public utilities and for vehicular service access to the backside or the side of the property otherwise abutting the street.

Easement means a right held by the city to be used for access, drainage or the placement of utilities such as, but not limited to, water, sewer, gas, telephone, cable television and electrical lines.

Franchise means a grant of authority by the city to utilize the public right-of-way under certain specific terms and conditions given by ordinance.

Noncertificated telecommunications provider means an entity who has not been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority to offer local exchange telephone service.

Right-of-way means any strip or area of land, including, surface, overhead or air space, or underground or subsurface space that is used, or intended to be used, or dedicated to be used wholly or in part as a public street, sidewalk, alley or as the location of public walkways and utility or drainage facilities or installations.

Sidewalk means the concrete or asphalt surfaced portion of a street between either the curbline or roadway and the adjacent property line intended for pedestrian use.

Street means the entire width between the boundary lines of every right-of-way, other than an alley, publicly maintained when any part of it is opened to the public for vehicular use.

(b) *Other definitions.* Definitions not expressly described herein are to be determined in accordance with customary usage in municipal planning and engineering practices.

(c) *Unlawful activities.* The following activities, uses, conditions or occurrences on the public right-of-way shall be deemed unlawful:

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(1) Operating any machinery having tracks, feet or pulling lugs over or along any paved streets or alleys.

(2) Hauling of gravel, brick, sand, concrete, ready mix concrete or mortar in such a manner to scatter or waste these substances onto any streets, alleys or sidewalks.

(3) Dropping, spilling or leaking out of any tank or vessel, whether connected with a motor vehicle or otherwise, any gasoline or other oil or petroleum-based substance on to any street, alley or sidewalk.

(4) Discharging any odorous water, sewage, wastewater, waste oils, kitchen grease, kitchen slop water, mop water or other offensive or hazardous substance onto any public right-of-way.

(5) Placing, storing, constructing, installing or maintaining any structure, building, object, vehicle, device, fence, wall or other material on or within any public right-of-way. Trees and other living, domesticated vegetation located within the parkway area of a paved street and mailboxes are exempt from this prohibition. Provided, however, the city, or its authorized agents, shall not be required to replace any obstruction on or within any public way that must be removed during the course of maintenance, construction and/or reconstruction on or within the public way.

(6) Casting, placing or storing any animal, offal, garbage, trash, refuse or debris into or upon any street, alley, sidewalk, street gutter or other public right-of-way.

(7) Constructing or placing any temporary or permanent structure within, on or over any public utility or drainage easement, except for franchised utilities, other public facilities associated with drainage, or as provided herein. The property owner may place removable section type fencing, asphalt or concrete paving, or landscaping within any dedicated public utility easement. Provided, however, that the city or any franchised utility of the city shall not be required to replace anything that must be removed during the course of maintenance, construction or reconstruction within any public utility or drainage easement.

(d) *License to encumber right-of-way or easements.* The following shall control the consideration of requests for encumbrances on, over, under or through public rights-of-way or easements.

(1) The right to encumber the public right-of-way may be granted only by license and every grantee of a license shall agree to indemnify and hold the city harmless from any and all damages to persons or property or both, arising in any manner out of the use of licensed premises. Each applicant for a license shall complete an application form obtained from the public works department. The applicant shall provide a certificate of insurance naming the city as a co-insured with liability insurance coverage in a minimum amount of $1,000,000.00 for each person for bodily injury and $500,000.00 for each single occurrence for injury to or destruction of property. The application must be accompanied by plans or drawings showing the area to be used and a statement of the purpose for which the right-of-way is to be used.

(1-a) The right to encumber a public sidewalk shall be restricted to the CB central business district and shall be subject to these additional criteria:

a. A license authorized by this subsection shall be held only by the applicant and shall not be transferable.

b. Any encumbrances authorized by this subsection shall be:

1. Restricted to the front of the applicant's licensed business and used solely for purposes directly related to the applicant's licensed business;

2. Placed in such a manner as to leave a minimum unobstructed sidewalk width of four feet, a minimum of one foot away from the curb line or edge of vehicular traveled way, and allow ease of movement by many persons in and around the encumbrances; and

3. Limited to chairs, benches, tables, window boxes, railings, and one "sandwich board" or stand-up sign per license, with display of advertising restricted solely to "sandwich boards" or stand-up signs (see sections 140-179, 140-239).

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c. The following placement of encumbrances shall be prohibited:

1. Placement in front of any door or other means of ingress or egress;

2. Placement which blocks or hinders access to the adjoining property;

3. Placement which blocks or hinders visibility of drivers or pedestrians;

4. Placement on a corner lot within twenty feet of the points of intersection of the joining street rights-of-way;

5. Placement on the sidewalk of any hazardous material; and

6. For "sandwich boards" or stand-up signs, placement on the sidewalk at such times as the applicant's business is closed to the public.

d. The license may be revoked with or without notice if, in the discretion of the director of public works or code enforcement officer, the use or utilization of the encumbrance or public sidewalk violates any provision of the Code, or the encumbrance becomes destroyed, unsightly, or deteriorated. This provision is cumulative of any other remedies or enforcement provisions contained in the Code.

e. For any encumbrance authorized by this subsection (1-a) in the CB central business district, a licensee shall pay a one-time license fee.

(2) No individual, person, firm or corporation shall be granted a license for an encumbrance of the public right-of-way that would adversely affect the public health, safety or welfare of the citizens of the city.

(3) Unless otherwise specified in this subsection, no license shall be issued or granted for an encumbrance of the public right-of-way for less than a three-foot width.

(4) Unless otherwise specified in this subsection, for a private license authorizing a surface, subsurface, or air space encroachment at or above the ground level (examples include a private water or sewer line, an overhead line, or a building encroachment), a licensee shall pay a one-time license fee of ten percent (10%) of the fair market value times the square footage of encumbrance; provided, however, in no event shall a license fee be less than $200.00. The city will determine the fair market value in the areas of consideration for license. Fair market value may be established by use of the county appraisal district records referencing value of adjacent land without improvements.

(5) Unless otherwise specified in this subsection, any deposits, license fees or annual fees required by 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 or city website.

(6) The total deposit shall be credited toward the license fee for the issuance of the first year if a license should be granted. Any individual, person, firm, or corporation wishing to encumber the public right-of-way in any manner shall submit a license application and required deposit to the director of public works. Upon receipt and normal review by various city departments and public utility companies of such application, the director of public works shall forward the request to the city manager for approval.

(7) Any license granted hereunder shall specify the area licensed for use and shall be issued by the public works department.

(8) Any applicant denied a license shall have the right to appeal such denial to the city council by filing a written notice of appeal with the city secretary no later than five days from receipt of notice of the denial of the request.

(9) The city council shall hear the applicant's request within 30 days of notice of appeal and shall determine whether or not to uphold the denial, to grant the request as presented or to modify it.

(e) *Exemptions.*

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(1) An applicant who wishes to encumber the public right-of-way adjacent to the applicants' private property for the purpose of installation of a private lawn sprinkler or irrigation system is hereby exempt from the license fee requirements of this chapter. However, neither the city nor any franchised utility shall be responsible or liable for damages or expenses resulting from the maintenance or operations of utilities in said right-of-way.

(2) Noncertificated telecommunications providers shall be subject to an annual fee, per lineal foot, of an amount as established by the city from time to time and is on file in the city secretary's office or city website.

(3) Any applicant who is approved for a license to encumber public right-of-way for the placement of an ornamental device, is hereby exempt from the annual license fee and subject to a one-time license fee. The license 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.

(4) In the CB central business district, any applicant who is approved for a license to encumber a specified area of a public sidewalk is hereby exempt from the annual license fee and subject to a one-time license fee.

(f) *No obstruction of public property.* The applicant shall not, unnecessarily or for an unreasonable period of time, obstruct or interfere with the public use of any streets, roads, highways, alleys or public ways owned or controlled by the city.

(g) *Repair of damages.* Applicant shall repair any and all damages caused by the applicant to any real property owned or controlled by the city and shall restore such real property to substantially its condition immediately before the incident causing such damage. The applicant shall commence such repairs immediately upon completion of the work or activity in which the applicant was involved at the time the damage occurred and shall complete such repairs to the satisfaction of the city for one-year from the date of surface of said street, road, highway, alley or public way is broken for such construction or maintenance work, after which time, responsibility for the maintenance shall become the duty of the city. The city may, from time to time, adopt reasonable ordinances regulating such work.

(h) *Conduct of work or activities.* The applicant shall use reasonable care in conducting its work or activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(i) *Use of alleys.* The applicant shall attempt to utilize the alleys of the city insofar as is reasonably practical in conducting its work and activities hereunder. Notwithstanding the foregoing, however, the applicant may, when approved by city, utilize the streets and any other public ways owned or controlled by the city to perform such work and activities.

(j) *Changes in encroachments.* Applicant shall (at the applicant's expense), upon written request from the city, change the location, position, route, depth or height of any encroachment or other components of the encroachment if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way or other real property owned or controlled by the city or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing or operating, any pavement, curbs, gutters or underground or aboveground wires, cables or water or sewer pipes owned or controlled by the city. The city's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.

(k) *Maps of encumbrances.* The applicant shall, at all times, keep on file with the City Engineer a map showing the current location of all encumbrances and other components of the applicant's facilities located in the city.

(l) *Conflicts.* In the event of any conflict between the provisions of this section and any other provision of this Code or other ordinances, this section shall control. Provided, however, that nothing in this section shall affect the right of a holder of a lawfully granted franchise.

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Sec. 130-6. Removal.

Any unlicensed obstruction or encroachment upon any sidewalk, street, alley or other public thoroughfare of the city as specified in section 130-5, shall be removed by the owner or person in charge thereof, and upon failure to do so, the city may remove said obstruction or encroachment and dispose of the same, institute proceedings in any court pursuant to Texas law or this code to require compliance with this section or penalize non-compliance, or utilize any combination of remedies contained in this code and Texas law to require compliance with this section or penalize non-compliance.

Sec. 130-7. Structural interference with view of street intersection.

It shall be unlawful for any person to place or maintain any sign, display or any structure at street intersections in such a manner that the view of intersecting traffic is obstructed, hindered or obscured, or to place or maintain any sign, display or any structure in such a manner as to hinder or obscure the vision of operators of motor vehicles, or pedestrians upon the streets, sidewalks or alleys of the city.

Sec. 130-8. Signs and awnings—Permit.

Any person desiring to erect or place an overhanging sign or awning over or across any sidewalk or over or across any public property in the city shall first apply for and secure a permit to do so from a city inspector. If such sign complies with the provisions of the building code, and, if in the judgment of the city inspector, such sign or awning can be safely erected or placed, the inspector shall issue the permit.

Sec. 130-9. Same—Use of public property.

The supports and guys of all signs and awnings which are not publicly owned shall be placed on private property and such supports and guys shall comply with the provisions of the building code which has been adopted by reference by the city in this Code.

Sec. 130-10. Reserved.

Sec. 130-11. Use of streets and sidewalks for business purposes.

Except as otherwise provided in this Code, it shall be unlawful for any person to use any part of any sidewalk, street or alley in the city for the purpose of merchandizing or conducting any trade or business.

Sec. 130-12. Inspection of utility poles, lines, etc.

The city fire chief, building inspector, electrical inspector, police officers and other persons designated by the city shall have power and it shall be their duty to examine and inspect, from time to time, all telegraph, telephone, electric light or other poles, gas pipe lines, pipes and other fixtures in the public places within the city for the purpose of seeing that they are in a safe and suitable condition, and, whenever any such item is found to be unsafe or unsuitable for the purpose for which it is used, the person using, possessing or maintaining the same shall be notified and required to place the same in a safe and suitable condition.

Sec. 130-13. Deposit of litter, trash, etc., on streets and sidewalks—Prohibited.

It shall be unlawful for any person to throw, place or in any wise deposit any litter, trash, refuse or garbage upon the sidewalks, streets, street rights-of-way, highways or highway rights-of-way within the city.

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Sec. 130-14. Same—Signs authorized.

The City Engineer's office is hereby authorized to place signs at locations within the city designated by the chief executive officer or the city council to give notice of the provisions of section 130-13.

Sec. 130-15. Going upon or interfering with street or sidewalk being paved, repaired, etc.

It shall be unlawful for any person to drive, ride, walk or otherwise go upon or in any other manner interfere with any sidewalk, street or alley, or part thereof, which is being paved, repaired or constructed.

Sec. 130-16. Removal of lanterns, barricades, etc., from site of street or sidewalk construction.

It shall be unlawful for any person to remove any lanterns, barricade or other warning device or obstruction placed to prevent the public from going onto and upon any sidewalk, street or alley or other public place which is being paved, repaired or constructed.

Sec. 130-17. Breaking, defacing, etc., street name signs.

It shall be unlawful for any person to willfully, maliciously or negligently break, knock down, throw down or in any way deface or otherwise injure any board, plate or card carrying or having upon it the name or designation of any street or public way in the city.

Sec. 130-18. Trees, shrubs and other plants—Clearance over sidewalks.

It shall be unlawful for any person to permit any tree, shrub, vine, palm or any other plant of any description or kind to be grown, maintained or cultivated on any property owned by the person or under the owner's control in such a manner that any portion of such tree, shrub, vine, palm or other plant overhangs or protrudes upon or over any sidewalk, unless there is a full ten-foot clearance between the surface of all portions of the sidewalk and the overhanging tree, limb, shrub, vine, palm or plant.

Sec. 130-19. Same—Clearance over streets.

It shall be unlawful for any person to permit any tree, shrub, vine, palm or other plant of any description or kind to be grown, maintained or cultivated on property owned or controlled by the person in any manner so as any portion of such tree, vine, shrub, palm or plant hangs over or protrudes upon any street or highway in the city, unless there is a full 12-foot clearance between the surface of all portions of such street or highway and the overhanging tree, limb, shrub, vine, palm or plant.

Sec. 130-20. Same—Location between curb and sidewalk.

(a) It shall be unlawful for any person to plant, maintain or cultivate any tree, shrub, vine, palm or plant of any description or kind which is more than three feet in height between the sidewalk and the curb of any public street or highway in the city at a lesser distance than 20 feet from the corner of any block of any such public street or highway, such measurement to be computed at the point of intersection of two lines extended parallel with the curbline of the street or avenue intersecting and causing such corner. Shade trees growing between the sidewalk and the curb of any public street or highway on or before May 27, 1941, shall not be affected by the terms of this section, until the city council passes a resolution declaring that the growing of the trees constitutes a public nuisance or hazard and orders the same removed by the owner, occupant, lessee or person in charge of such property, within five days from the date the notice is given.

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(b) All trees between the curb and sidewalk shall be planted in a uniform line and in line with the trees already planted and growing.

Sec. 130-21. Same—Interference with traffic.

It shall be unlawful for any person to maintain any shrubbery or trees at street intersections in such a manner that the view of intersecting traffic is obstructed, hindered or obscured, or to maintain any trees or shrubbery having overhanging limbs or extending branches that obstruct, hinder or obscure the vision of operators of motor vehicles or pedestrians upon the streets, sidewalks or alleys of the city.

Sec. 130-22. Fees payable.

A fee shall be paid to the city, in addition to all other charges, fees or deposits, for the issuance of a permit or license, as applicable, under this chapter. This fee shall be for the purpose of defraying administrative costs of issuance, including but not limited to costs of inspection and obtaining appropriate placards. The 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, Public Works office, or city website. All fees must be paid prior to issuance.

Secs. 130-23—130-44. Reserved.

ARTICLE II. RENTAL CHARGE FOR UTILITY POLES, LINES, ETC.

Sec. 130-45. Applicability of article.

The provisions of this article are subject to the exception set out in Texas Local Government Code Section 590.0001.

Sec. 130-46. Imposed; amount; when payable.

Upon August 1 of each and every year, every person occupying or using the streets, highways, easements, alleys, parks or other public places in the city with poles, pipes and for other fixtures shall, as a condition to such further occupancy, pay to the city annually for such privileges, a rental equal to not less than three percent of the gross receipts received by such person, association, organization or corporation from its business conducted in the corporate limits of the city for the preceding year, which sums shall be paid to the city.

Sec. 130-47. Report of gross receipts of payor.

Every person using or maintaining any telegraph, telephone, electric light or other poles, gas and water pipe lines, pipes and other fixtures in any of the streets, highways, easements, alleys, parks or other places within the corporate limits of the city shall, on August 1 of each year, file with the city secretary a sworn report showing the gross receipts from the business conducted by such person or within the corporate limits of the city for the preceding year, ending the June 13.

Sec. 130-48. Examination of books and records of payor.

The city council may, when it sees fit, have the books and records of any person required to pay the rental charge imposed by this article examined by a representative of the city to ascertain whether the statement filed in

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accord with section 130-47 is accurate, but nothing in this section shall be construed to prevent the city from ascertaining the facts by any other method.

Sec. 130-49. Receipt for payment.

Upon receipt of the rental charge imposed by this article, the city secretary shall deliver to the person paying the same a receipt therefor, which receipt shall authorize such person to use and occupy the streets, highways, easements, alleys, parks and other public ways of the city in carrying on its business for 12 months from August 1st.

Sec. 130-50. Charge is not a tax, but is additional to taxes.

The rental charge provided for in this article is not charged as a tax, but is made for the privilege, enjoyed by the persons upon whom it is imposed of using the streets, easements, alleys and other public ways of the city in the conduct of their businesses, and such charge is additional to all ad valorem and franchise taxes and to all taxes of every nature imposed on such persons.

Sec. 130-51. Article does not grant franchise; cancellation of privilege and refund of rental.

This article does not grant a franchise to any utility or person to use the streets, easements, alleys and other public ways and shall never be so construed by the court or otherwise. The city reserves the right to cancel the privilege granted under this article and refund the unearned rentals paid to the city.

Sec. 130-52. Penalties.

(a) Every person who shall operate any business without the payment of the rentals provided for in this article shall be subject to the general penalty as described in section 1-5, and for each and every day that such person shall conduct such business using and occupying the streets, easements, alleys or other public ways of the city without such payment, a fine may be recovered by the city in a court of competent jurisdiction by a suit filed therein.

(b) Every person, and the local manager or agent of such person, failing or refusing to make the report required by section 130-47, or failing or refusing to allow the examination provided for in section 130-48 shall, upon conviction thereof, be fined and every day's failure or refusal shall be deemed a separate offense.

Secs. 130-53—130-77. Reserved.

ARTICLE III. EXCAVATIONS

Sec. 130-78. Permit—Required; fees.

(a) It shall be unlawful for any person to cut into, dig up, excavate, tunnel, undermine or in any manner break up the surface of any street, sidewalk, curb and gutter or alley in the city, unless such person shall first obtain a permit therefor from the building inspection division and thereafter notify the City Engineer at least forty-eight (48) hours in advance of commencing any work permitted.

(b) In the event of an emergency in which a sewer main, conduit or other utility facility in or under any street bursts, breaks or otherwise is in such condition as to immediately endanger the property, lives, health or safety of any person, the person owning or controlling such facility shall be permitted to immediately go in and repair the break for the protection of the property, life, health and safety of individuals; provided, however, such person owning or controlling such facility shall immediately apply for an excavation permit not later than the end of the next succeeding business day during which the building inspection division office is open for

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business and shall not proceed with permanent repairs without first obtaining an excavation permit and notifying the City Engineer as provided for in this article.

(c) An excavation permit as provided for in this article shall become invalid seven (7) business days following issuance of the permit, and all excavations shall be completed on or before the permit expiration date. In the event excavation work is not completed on or before the permit expiration date, another excavation permit as provided for in this article must be obtained, with the same period of validity as provided for in this subsection.

(d) The fee for the issuance of a permit required by 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, Public Works office, or city website.

Sec. 130-79. Same—Application.

An application for a permit required by section 130-78 shall give the following information:

(1) The name, address and phone number of the applicant;

(2) The exact location on the street or alley of the excavation or tunneling;

(3) The nature and purpose of the work and the dimensions of the cut or break in the pavement or surface of the street, curb and gutter or alley;

(4) The date of proposed commencement of the work;

(5) The date of proposed completion of the work;

(6) The type of surface and base, if known, of the street and to what level of completion the applicant proposes to perform repair work; and

(7) Such other information as the inspection division may require.

Sec. 130-80. Same—Types of excavations; backfill and inspection requirements.

(a) *Asphalt streets or alleys*. Permittee shall be responsible for backfilling excavated area within two inches (2”) of the finished grade with flowable fill or other material approved by the City Engineer. Upon completion of backfill, permittee shall notify the City Engineer for a required inspection; and upon the backfill passing inspection, the City will place the final asphalt course.

(b) *Concrete streets or alleys*. Permittee shall be responsible for backfilling excavated area within seven inches (7”) of the finished grade with flowable fill or other material approved by the City Engineer. Upon completion of backfill, permittee shall notify the City Engineer for a required inspection; upon the backfill passing inspection, permittee shall be responsible for pouring a minimum seven-inch (7”) Class P Concrete Pavement (3,600 psi and minimum #3 bars on eighteen-inch centers each way); and then permittee shall notify the City Engineer for a required final inspection.

(c) *Concrete sidewalk*. Permittee must request an inspection by the City Engineer prior to pouring sidewalk; and Permittee shall construct sidewalk per the requirements of section 130-2.

(d) *Asphalt trails*. Permittee shall be responsible for backfilling excavated area within two inches (2”) of finished grade with minimum six-inch (6”) Type B, Grade 3 base material or other material approved by the City Engineer; upon completion of backfill, permittee shall notify the City Engineer for a required inspection; and upon the backfill passing inspection, the City will place the final asphalt course.

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Sec. 130-81. Same—Insurance required of applicant.

(a) Prior to the issuance of a permit under this article, the applicant shall furnish to the building inspection division satisfactory evidence in writing that the applicant has in force and will maintain in force, during the performance of the excavation work and during the period of the excavation permit, public liability insurance in the sum of not less than $50,000.00 for any one person and $100,000.00 for any one accident, and property damage insurance of not less than $50,000.00, such insurance to be issued by an insurance company authorized to do business in this state.

(b) It shall be the permittees responsibility to maintain the site in such condition that the public is protected, until final repairs are complete.

Sec. 130-82. Same—Issuance, contents, display, etc.

(a) In the event an applicant is granted a permit under this article, the Public Works department shall issue a placard, which shall be plainly written or printed in English and reading substantially as follows:

Excavation Permit No. _____

City of Texarkana, Texas

Place: _____

Issued: _____

(date)

Expires: _____

(date)

(b) The applicant shall display the permit in a conspicuous place at the site of the work.

(c) It shall be unlawful for any person to exhibit such placard at or about any excavation not covered by such permit, or to alter or misrepresent the number of the permit or the date of issuance or the date of expiration thereof.

Secs. 130-83—130-84. Reserved.

Sec. 130-85. Notice to police and fire departments if street closed.

If, in the course of work performed under a permit issued under this article, it becomes necessary to obstruct the passage over a street completely, it shall be the duty of the permittee to inform the fire department and the police department of such temporary closing and to make necessary arrangements with the street division superintendent concerning barricades, detours, signing, flagmen, etc. The permittee shall be responsible for providing such traffic control to the superintendent's satisfaction.

Sec. 130-86. Barricades.

(a) Every person to whom a permit is issued under this article shall erect barricades which meet the requirements of the then-current Texas Manual on Uniform Traffic Control Devices at the site of the work covered by the permit to inform the public that the street, sidewalk, curb and gutter or alley is being excavated and to prevent the unobstructed passage therein and to route traffic around the excavation with a minimum of interference. Acceptable warning signs shall be placed on such barricades, and all barricades shall be illuminated at night, and all lights shall be kept burning from sunset to sunrise.

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(b) It shall be the responsibility of the permittee to maintain the proper barricading and signing at the site, until notified by the city that final repair has been satisfactorily completed.

Sec. 130-87. Bridges required in certain instances.

Where traffic must cross open trenches at intersections and driveways, suitable bridges shall be provided by the person to whom the permit was issued under this article.

Sec. 130-88. Means of ingress and egress for residents to be provided.

Streets, driveways or alleys affected by work under a permit issued under this article shall at all times be maintained in a condition which will provide easy ingress and egress to the residents living thereon.

Sec. 130-89. Use of cleated equipment.

No person performing work under a permit issued under this article shall use equipment with cleats, without pads on any surfaced street.

Sec. 130-90. Trench walls.

Whenever any excavation is made on a surfaced street, the trench walls shall be substantially vertical, with a maximum width at the top no greater than 24 inches more than the outside diameter of the pipe. The trench walls shall be sufficiently braced to prevent material under the undisturbed pavement from sluffing. Trench protection shall be required if the trench is five feet (5') or more in depth.

Sec. 130-91. Protection of sewers.

Where sanitary sewers are encountered in making an excavation under this article, every effort shall be made to keep them undamaged. Should the sanitary sewer be damaged, it shall be completely cleaned and restored to its original condition. Where the grades on sanitary sewer lines are such that they must pass through storm sewers, a satisfactory concrete box shall be installed with a clean out manhole, and the sanitary sewer shall be laid through the box with cast iron pipe as directed by the City Engineer.

Sec. 130-92. Backfilling, base repair and surface repair.

(a) *General.* Backfilling of excavations shall be the responsibility of the permittee. Base and concrete surface repair may be performed by the permittee or by the city at the city's option. Backfilling shall be accomplished as soon as practicable.

(b) *Materials and methods for backfilling.* Material used for backfilling may be that material excavated or other similar material, provided that the material used for backfilling is free of vegetation or other deleterious matter, contains no rock, broken concrete or broken asphaltic pieces larger than three inches maximum dimension in any plane, and is of such character and moisture content that it will stabilize when compacted. The backfill material shall be placed in six-inch loose lifts, and each lift shall be thoroughly compacted to prevent excessive settlement. This procedure will be continued, until the excavation is totally filled, unless base repairs and/or surface repair is to follow immediately, in which case the backfill procedure may stop at the elevation such base repair will start.

(c) *Materials and methods for base repair.*

(1) *Gravel base.* Material used for repair of existing gravel base streets and alleys shall meet the minimum specifications for Type B, Grade 3, flexible base material, as detailed in TxDOT Standard Specs. A minimum of ten inches, compacted depth, base material shall be placed in two equal lifts, with each lift

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thoroughly compacted. Where asphalt surface repair is to immediately follow base repair, the top two inches of base material may be omitted to allow for placement of the asphalt.

(2) *Concrete, brick and soil cement base with asphalt surface.* Material used for repair of existing concrete, brick and soil cement base without asphalt surface streets and alleys shall meet the minimum specification for Class C, 3600 psi, 28-day strength concrete, as detailed in TxDOT Standard Specs. A minimum of eight-inch depth shall be placed and broom-finished at an elevation to allow placement of a two-inch depth asphalt surface course. The concrete base shall be protected from heavy loading and allowed to cure a minimum of three days prior to placement of asphalt surface and opening for traffic.

(3) *Concrete or brick base and surface.* Material used for repair of existing concrete or brick base and surface streets and alleys shall meet the minimum specifications noted in subsection (c)(2) of this section. A minimum of eight-inch depth shall be placed and broom-finished to match the existing undisturbed surface profile around the excavation. The concrete shall be protected from heavy loading and allowed to cure a minimum of three days prior to opening for traffic.

Sec. 130-93. Valve boxes, manholes, etc., to be brought to finished grade.

All valve boxes, manholes and the like shall be brought to the true finished grade of paved streets by persons making excavations under this article.

Sec. 130-94. City and employees not liable for damages.

This article shall not be construed as imposing upon the city or any official or employee, any liability or responsibility for damages to any person injured by the performance of any excavation work for which an excavation permit is issued hereunder, nor shall the city or any official or employee thereof be deemed to have assumed any such responsibility or liability by reason of inspections authorized herein, or the issuance of any permit, or the approval of any excavation work.

Secs. 130-95—130-116. Reserved.

ARTICLE IV. ACCESS DRIVEWAYS

Sec. 130-117. State regulations—Adopted.

The pamphlet known as the "Access Management Manual," published July 2011, by the Texas Department of Transportation, is hereby adopted by the city council as though set out herein in full. The Public Works Department shall maintain a copy of this pamphlet on file at all times.

Sec. 130-118. Commercial driveways; traffic study required.

A Traffic Impact Study/Analysis shall be required for all new, proposed commercial driveways; and the cost of such study/analysis shall be borne by the property owner or developer unless waived in writing by the City Engineer.

Sec. 130-119. Curbs for new driveways.

Commercial access driveways within the city under construction on April 27, 1954, or altered, repaired or rebuilt after such date, and any commercial access driveways built after such date anywhere within the city limits

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shall be provided with a curb not less than ten feet from the corner of the intersection streets' right-of-way, such curb shall conform to that line established for curbs for each of the intersection streets.

Sec. 130-120. Minimum construction requirements.

That portion of access driveway constructed upon public street rights-of-way (i.e., from curbline or pavement edge to street right-of-way line) shall meet the minimum criteria for use classification as follows:

(1) Driveways providing singular access from the street to a single residential unit shall be constructed of Class "A" (3,000 psi test) concrete. Minimum slab thickness shall be four inches, if reinforced with six inches by six inches by ten-gauge welded wire mesh or its equivalent, or five inches if nonreinforced. Subgrade shall be well compacted, and an expansion joint shall be installed at the right-of-way line. Where existing curb, gutter and/or street pavement must be removed to allow proper construction, the limits of the area to be removed shall be saw-cut or scored in an approved manner, and the removal accomplished so as to provide a neat line and a vertical face exposed. The use of alternate materials and methods will be considered, provided a detailed design by a registered professional engineer is submitted, including the engineer's certification that the alternate proposed will provide equal or greater strength and durability than those specified above.

(1-a) When a rear yard of a single residential unit abuts a street, the City Engineer may approve a driveway providing singular access from the street to the rear yard if, in the discretion of the City Engineer, the rear yard cannot be reasonably accessed from a driveway described in section 130-120(1). Factors to be considered by the City Engineer when exercising such discretion may include a change in elevation, natural barriers (e.g., creek or drainage ditch), drainage facilities (e.g., box culvert or improved stormwater drain), the existence of other natural or artificial barriers, or, if applicable, the flood plain. Any driveway approved under this subsection must meet the minimum construction requirements of section 130-120(1), have a minimum width of 12 feet, and not exceed a maximum width of 15 feet. This subsection does not restrict bicycle or pedestrian facilities. Where lots have double frontage, running through from one street to another, nothing in this Code authorizes a driveway connecting both streets.

(2) Driveways providing access from a street to a parking lot; to a private drive or street serving multiple-residential units; to educational, medical or religious facilities; to public or private office facilities and to any retail, commercial or industrial type facilities shall be constructed of Class "A" (3,000 psi test) concrete on a well compacted subgrade. Minimum slab thickness shall be five inches, if reinforced with six inches by six inches by six-gauge welded wire mesh, or six inches if nonreinforced. Removal of existing curb, gutter and/or street pavement shall conform to the requirements set forth in subsection (1) of this section, as will consideration of use of alternate materials and methods of construction.

(3) All driveways shall be constructed to maintain or improve the drainage conditions in the area of the driveway. Gutter line grade shall be carefully maintained and driveway construction shall be such that storm flow is maintained in the gutter. Where driveways cross drainage ditches or swales, the City Engineer's office shall determine pipe size or capacity requirements for driveway culverts or swale sections as conditions dictate. In general, the minimum pipe size allowed will be 18 inches in diameter. Fifteen-inch diameter pipe may be allowed only in instances where larger diameter pipe is not needed and could not function properly due to conditions. In general, the minimum culvert length shall be the paved driveway width, plus two-foot shoulders each side if vertical headwalls are constructed. Otherwise, add a minimum additional two feet length each side for each one-foot depth from top of driveway to bottom of ditch to provide a maximum 2:1 end slope on backfill. Culvert pipe shall be of approved reinforced concrete construction. Alternate pipe material that will be considered, includes metals and plastics which are designed to carry H-15 loadings, are coated or treated to withstand corrosion, and provided that ends are protected by headwalls or concrete sloped end treatment. In general, the location of the culvert pipe in relation to the street pavement edge shall be a minimum of three feet for shoulder width plus three feet for each foot of ditch depth to provide a maximum 3:1 front slope for the ditch. Adjacent ditch lines shall be transitioned and reshaped as necessary to accommodate

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the culvert location. The driveway over the culvert pipe should be swaled where possible to provide overflow capability.

(4) Construction and maintenance of the access driveway is the responsibility of the owner of the property served. When requested, the city may, at its option, assist in the construction or reconstruction of driveway culverts only to the extent of installing and backfilling the culvert pipe furnished by the property owner and reshaping adjacent ditches.

Sec. 130-121. Curbs for existing driveways.

At access driveways existing in the city prior to April 27, 1954, should the city council find, by resolution with notice to the property owner, lessee and any person having any interest in the property, that the lack of curbing at the corner of intersecting streets constitutes a traffic hazard and that curbing is necessary to the public convenience for the control of traffic, the city council may order the City Engineer to erect a proper curb on the right-of-way, at the expense of the city.

Sec. 130-122. Parking aprons for angle parking between curb or pavement edge and property line.

Permits for the construction of parking aprons for angle parking between the curb or pavement edge and the property line shall be issued only for city streets classed as secondary or minor and only under the following conditions:

(1) The parking apron shall extend the full length of the block from curb radii to curb radii of adjoining side streets.

(2) The parking apron shall be constructed of Class "A" (five sack, 3000 psi test) concrete, reinforced with six inches by six inches by six welded wire mesh. The apron slab shall be a minimum of six-inch thickness and shall be placed on a prepared, well compacted subbase. An integral concrete curb shall be constructed along the edges of the parking apron which do not connect to the street proper. Said curb shall be six inches minimum thickness and extend a minimum vertical distance of six inches above the parking slab.

(3) The grantee shall construct and maintain an unobstructed pedestrian walk along and adjoining the curb of the parking apron for the length thereof. The walk shall be constructed of Class "A" concrete (five sack, 3,000 psi test), it shall be a minimum of four feet wide and four inches thick and shall be poured on a prepared, well compacted subbase.

(4) Drainage shall be maintained by the installation of drainage tile where necessary and/or by grading the parking apron to drain to existing gutters, catch basins or drainageways.

Sec. 130-123. Plans and specifications; compliance with article; permit required; fees.

(a) *Application for permit.* Any person desiring to construct an access driveway or single parking apron connecting to any street or highway within the corporate limits of the city shall make application for a permit from the department of public works of the city. The applicant for such permit shall submit plans and specifications covering the work proposed showing all dimensions, property lines, sizes and other pertinent information necessary for review. Such information may be included on plat plans presented for building permits in case of new construction. In the event such work is contemplated along a state highway, two sets of plans and specifications will be required.

(b) *Permit required.* A valid permit to construct access driveways and/or angle parking aprons will be required in addition to building permits.

(c) *Fees set.* The fee for the issuance of a permit to construct access driveways or parking aprons along any street or highway in the corporate limits of the city shall be in an amount as established by the city council from time

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to time and is on file in the city secretary's office or city website. The issuance of this permit shall relieve the grantee of the grantees obligation to secure a curb cut permit as required in article III of this chapter.

(d) *Compliance with article.* The City Engineer shall require all plans and specifications to be submitted to the engineer by either the contractor, property owner or other person having an interest in the property, who applies for a building permit, to show compliance with this article, and should the person applying for a building permit refuse to comply with this article, the permit shall not be issued. If the plans and specifications show a compliance with this article and the permit is issued, and the construction fails to comply with this article, the City Engineer shall immediately notify the contractor, owner or person authorizing the building and construction, and the chief executive officer of the city and, if necessary, the chief executive officer may instruct the city attorney to institute proceedings in any court to require compliance with this article, or cessation of the work until the article is complied with.

Secs. 130-124—130-144. Reserved.

ARTICLE V. STREET IMPROVEMENT STANDARDS

Sec. 130-145. Required adherence.

All street and alley improvements constructed within the city limits or within its jurisdiction shall be constructed in conformance with the terms and provisions of this article and TxDOT Standard Specs.

Sec. 130-146. Definitions.

For the purpose of this article, the following words and phrases used in this article shall have the following meanings, except where the context clearly indicates a different meaning:

Arterial street means a street designed to facilitate rapid and heavy traffic movements and which primarily provides vehicular circulation to various sections of the city and which, as a secondary function, provides direct access to abutting property.

Collector street means a street used primarily for circulation within a neighborhood to carry traffic from minor streets to arterial streets or to carry traffic through or adjacent to commercial, industrial or high-population density areas.

Consulting engineer means a professional engineer or engineering firm authorized to practice in the state and engaged by the city or by any developer to design and supervise improvement projects.

Developer means any private individual or group of individuals requesting or implementing public improvements.

Director of public works means the director of public works of the city and the county.

Planning and zoning commission means the planning and zoning commission of the city and the county.

Residential street means a street used primarily for access to abutting residential property.

All other words and phrases used in this article shall have the generally accepted meanings consistent with their usage by the engineering profession or the legal profession, whichever is applicable.

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Sec. 130-147. Reserved.

Sec. 130-148. Right-of-way.

Prior to construction of any street improvement, which is to be operated and maintained by the city, the following right-of-way widths shall have been dedicated to the public by duly recorded formal instrument:

(1) *Arterial streets* 80 to 100 feet or as established by the provisions of the master plan of the city and by the provisions of the urban transportation study.

(2) *Collector streets.* Not less than 60 feet.

(3) *Urban section residential streets.* Not less than 50 feet.

(4) *Rural section residential streets.* Not less than 60 feet.

(5) *Residential or commercial alleys.* Not less than 20 feet.

Sec. 130-149. Pavement widths and street section.

(a) *Urban section street.* In general, all street improvements constructed within the city's jurisdiction shall be of urban cross section with curb and gutter and shall be designed and constructed to the following minimum widths measured back-to-back of curb:

(1) *Arterial streets.* Fifty feet minimum width.

(2) *Collector streets.* Thirty-seven feet minimum width.

(3) *Residential streets.* Thirty-one feet minimum width.

(4) *Boulevard streets.*

a. Residential—Two 20 feet minimum width lanes;

b. Collector—Two 25 feet minimum width lanes.

(5) *Residential collector streets.* Urban streets designated as residential collector shall be constructed to a residential street width of 31 feet, up to a point which is a minimum of 150 feet from the edge of pavement of any arterial or collector street which it is intersecting. A transition from 31-foot width to 37-foot width will be accomplished in 50 feet of street length with the 37-foot width carried the remaining 100 feet to the intersection.

(b) *Rural section streets.* Where all lots within a subdivision are platted having a land area of 0.75 acre (32,670 square feet) or more and having minimum frontage of 125 feet on any adjacent street, rural section streets will be allowed. In instances where there are lots platted within a subdivision having a land area of 0.50 acre (21,780 square feet) or more and having minimum frontage of 100 feet on any adjacent street, the city planning and zoning commission may authorize and approve rural section street construction at the time of plat approval. In these instances, minimum widths shall be as follows:

(1) *Arterial streets.* As determined necessary on an individual basis.

(2) *Collector streets.* A total minimum crown width, measured from outside edge of shoulder to outside edge of shoulder of 36 feet with a minimum pavement surfaced width of 24 feet.

(3) *Residential streets.* A total minimum crown width, measured from outside edge of shoulder to outside edge of shoulder of 30 feet with a minimum pavement surfaced width of 24 feet.

(4) *Residential collector streets:* Rural streets designated as residential collector shall be constructed to the rural residential width set forth in subsection (b)(3) of this section, up to a point which is a minimum of 150 feet from the edge of pavement of any arterial or collector street which it is intersecting. A transition

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from total crown width of 30 feet with pavement surfaced width of 24 feet to a total crown width of 36 feet with pavement surfaced width of 24 feet shall be accomplished in 50 feet of street length with the 36-foot crown width and 24-foot pavement width carried the remaining 100 feet to intersection.

(c) *Alley section.* Alley improvements may be constructed of such cross section as determined best for the particular location and as approved by the City Engineer. Minimum pavement surfaced widths shall be 12 feet, edge to edge.

(d) *Cul-de-sac.* The minimum outside pavement diameter for the cul-de-sac or closed-end turnaround, shall be 100 feet, whether urban or rural section. The minimum pavement width around the cul-de-sac shall be 31 feet back-to-back of curb for urban section improvements and 28 feet edge-to-edge of pavement for rural section improvement, with any resultant center unpaved island construction with curb and gutter around its perimeter.

Sec. 130-150. Standard cross-sectional shapes.

(a) *Street crown.* All street sections shall be constructed with a cross section that will provide minimum transverse slopes as follows:

(1) Three percent for residential and residential collector streets.

(2) Two percent for major collector and arterial streets from centerline to gutter line or centerline to outside edge of shoulder.

On residential and residential collector streets the cross slope may transition to a three percent slope from gutter line to gutter line for cross-drainage purposes where allowed by the City Engineer. This transition shall occur over a 200-foot length of street.

(b) *Monolithic concrete curb.* A concrete curb constructed monolithically with a concrete street slab shall be six inches in height above gutter elevation, have a two-inch top width, a three-inch radius top to face, a three-inch face at 30 degrees to vertical, thence a four-inch radius face to gutter low point, for a total curb width at gutter line of 9.5 inches.

(c) *Concrete curb and gutter section.* Concrete curb and gutter sections constructed independently shall be a minimum 24-inch width, minimum 12-inch height, and the curb shape shall conform to that described in subsection (b) of this section for monolithic curb.

(d) *Mountable curb.* A mountable curb may be utilized in lieu of the curb section defined in subsection (b) or (c) of this section at the developer's option. The design of said mountable curb shall be as shown in section 130-155 or as approved by the City Engineer.

(e) *Parallel drainage, rural street section.* Where rural section street construction is allowed under this chapter or where existing rural section border streets abut a subdivision proposed for development, the street drainage within or abutting such subdivision shall be designed and constructed to meet the criteria in Chapter 120 of this Code and the current adopted City of Texarkana Stormwater Management Design Manual.

Sec. 130-151. Streets and alleys; traffic study required; minimum standards of structural design and construction.

All streets and alleys shall have Traffic Impact Study/Analysis and an individual-engineered design for pavement and subgrade based on specific site conditions and the projected traffic load and volumes that meets the then-current edition and supplements thereto, if any, of the American Association of State Highway and Transportation Officials (AASHTO) pavement structures design guide, adopted herein by reference. The requirements below are minimum standards:

(a) *Roadbed soils.* Roadbed soils with a plasticity index (P.I.) of 20 or greater shall not be considered acceptable subgrade material. Such high P.I. material must be stabilized in a manner approved in writing by the City

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Engineer. The design engineer shall require soil tests at each apparent change of soil characteristic along the street length or at intervals not exceeding 300 feet of street length. In instances where roadbed soil is stabilized or replaced, appropriate laboratory tests shall be performed in a like manner on the new or stabilized material.

(b) *Subgrade.* Acceptable roadbed soils or subbase materials shall be worked a minimum six-inch depth and compacted to a minimum 95 percent Standard Proctor Density to be considered acceptable subgrade for further construction. Prior to testing for subgrade density, a certified independent testing laboratory under the direction of the design engineer shall supervise the proof rolling of the subgrade in accordance with TxDOT Standard Specs. Once proof rolling is complete and any required repairs made, the independent testing laboratory shall test for required density with a minimum of one test for each soil type or at a minimum of one test for each 300 feet of street length or part thereof.

(c) *Rigid pavement design.* All concrete pavements shall be Class P as defined by TxDOT Standard Specs.

(1) *Arterial streets.* Over the required subgrade or subbase, the minimum thickness requirement for Portland cement concrete (PCC) pavement shall be eight inches with #3 steel reinforcing bars 24 inches c/c or #4 steel reinforcing bars 36 inches c/c spacing. The concrete pavement shall be properly placed and cured with doweled expansion and construction joints, plus neatly sawed dummy joints at approved spacing. All joints shall be sealed with material approved in writing by the City Engineer and in a timely manner approved in writing by the City Engineer. Any uncontrolled cracks occurring shall be saw cut or routed and properly sealed. The actual placement of the concrete pavement shall be monitored by a certified independent testing laboratory under the direction of the design engineer to ensure that the paving activity complies with TxDOT Standard Specs and the mix design, including slump, concrete temperature, and water/cement ratio. Concrete strength tests will be required at a minimum of one test per each 250 cubic yards or part thereof.

(2) *Collector streets.* Over the required subgrade or subbase, the minimum thickness requirement for Portland cement concrete (PCC) pavement shall be six inches with #3 steel reinforcing bars 24 inches c/c or #4 steel reinforcing bars 36 inches c/c spacing. The concrete pavement shall be properly placed and cured with doweled expansion and construction joints, plus neatly sawed dummy joints at approved spacing. All joints to be sealed with material approved in writing by the City Engineer and in a timely manner approved in writing by the City Engineer. Any uncontrolled cracks occurring shall be saw cut or routed and properly sealed also. The actual placement of the concrete pavement shall be monitored by a certified independent testing laboratory under the direction of the design engineer to ensure that the paving activity complies with TxDOT Standard Specs and the mix design, including slump, concrete temperature and water/cement ratio. Concrete strength tests will be required at a minimum of one test per each 250 cubic yards or part thereof.

(3) *Residential streets.* The minimum standards established for collector streets in subsection (c)(2) of this section shall apply for residential street rigid pavement construction.

(d) *Flexural pavement design – all streets.*

(1) *Nonstabilized flexible base.* Over the required subgrade or subbase, the minimum thickness requirement for a nonstabilized flexible base course shall be one of the following:

a. Pit run gravel shall be eight inches in thickness with a plasticity index (P.I.) of not less than five nor more than 15. It shall meet gradation and all other requirements as listed for a Type B, Grade 3 flexible base material under TxDOT Standard Specs.

b. Crushed stone shall be six inches in thickness with a meeting gradation and all other requirements as listed for a Type A, Grade 1 flexible base material under TxDOT Standard Specs. The non-stabilized flexible base material shall be shaped and compacted to a minimum 95 percent Standard Proctor Density and properly primed with an approved asphalt to be considered acceptable for further construction or surfacing. Laboratory density tests shall be performed at adequate intervals to ensure consistent density. The responsible design engineer shall determine appropriate test locations, with a minimum of one test for each 300 feet of street length or part thereof.

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(2) *Cement Treated Base.* A cement treated base shall be engineered to meet requirements of TxDOT Standard Specs; the thickness of the sub-base must either be a minimum of 8" and a minimum of 40 lbs. of cement per square yard, or as approved in writing by the City Engineer.

(3) *Hot-mix asphaltic concrete (HMAC) flexible base.* Over the required subgrade or subbase, an approved asphalt primer shall be applied, then a minimum thickness of five inches of HMAC flexible base may be applied. The HMAC base shall meet gradation and all other requirements for Type A (coarse-graded base course) or approved equal as listed under TxDOT Standard Specs.

(4) *Flexible surfacing.* The standard flexible surfacing for arterial and collector streets shall be a minimum thickness of two inches of hot-mix asphaltic concrete (HMAC) meeting the gradation and all other requirements for Type D (fine-graded surface course) or approved equal as listed under TxDOT Standard Specs. The standard flexible surfacing for residential streets shall be a minimum thickness of 1.5 inches of hot-mix asphaltic concrete (HMAC) meeting the gradation and all other requirements for Type D (fine-graded surface course) or approved equal as listed under TxDOT Standard Specs.

(5) *Design speed*. The horizontal and vertical alignment shall meet the following minimum design speed as defined in the AASHTO "Policy on Geometric Design of Highways and Streets" manual (or "green book"):

a. Arterial: 50 miles per hour.

b. Major collector: 35 miles per hour.

c. Residential and residential collector: 30 miles per hour.

Sec. 130-152. Engineering requirements.

(a) Any street constructed within the jurisdiction of this article shall be designed by a qualified professional engineer, duly registered to practice engineering in the state. The engineers signed, sealed plans and specifications, design data and supporting test reports for such street construction shall be submitted to and approved by the City Engineer, prior to start of any construction. Where the construction falls in the city's extraterritorial jurisdiction, a complete set of design data shall be submitted to the appropriate county commissioner for the engineers review and comments, prior to the start of any construction.

(b) As construction proceeds, the design engineer shall submit status reports to the City Engineer, accompanied by appropriate certified test reports, at completion of subbase or subgrade preparation, at completion of flexible base construction where applicable, during flexible surfacing or rigid pavement construction as appropriate. Upon completion of construction of any streets improved hereunder, the design and supervising engineer responsible for the street shall submit one reproducible set of as-built plans, signed, sealed and dated, together with the engineer's signed, sealed, dated statement that the work was performed under the engineer's supervision, that the engineer has inspected same and the construction does conform in all respects to the requirements and provisions of this article. Where construction occurred in the city's extraterritorial jurisdiction, a complete set of as-built data shall be submitted to the appropriate county commissioner.

(c) The City reserves the right to inspect thoroughly all construction improvements that are proposed or intended to be dedicated as public improvements; however, the City's reservation or exercise of a right to inspect shall not relieve nor be construed as relieving the professional engineer of the requirements of subsections (a) and (b) of this section.

Sec. 130-153. Acceptance of completed improvements.

Upon completion of any street constructed under the jurisdiction of this article, the prime contractor responsible for the street construction or the developer of the property shall file with the city, on forms acceptable to the city attorney, a contract guaranteeing the correction or replacement of any or all construction that is found faulty or inadequate in any respect during the 12-month period immediately following completion of construction,

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submission of an as-built plan and acceptance by the City Engineer. Acceptance by the City Engineer shall be in writing following receipt of as-built data and a maintenance contract.

Sec. 130-154. Alternative surety provisions for construction of certain streets.

(a) No building permit, electrical permit or plumbing permit shall be issued by the city for the construction or improvement of any property abutting or adjoining any street where permanent street improvements are constructed or reconstructed within the city under the provisions of this article, unless and until such street fully conforms in all respects with the provisions of this article, except as is provided in subsection (b) of this section.

(b) Building, electrical, plumbing and related development permits may be issued by the city for private development on platted lots abutting a street which has not been fully constructed to comply with subsection (a) of this section, upon the providing of alternate surety in the manner as hereinafter set forth. Notwithstanding the issuance of development permits, final inspection and/or occupancy permits will be withheld, until such street has been completed and does comply as required in subsection (a) of this section.

(1) In order to secure development permits prior to city acceptance of abutting streets, the subdivider or developer of the property shall post performance and payment bonds or an irrevocable letter of credit with the city, in favor of the city and in a form acceptable to the city attorney, in an amount not less than 100 percent of the estimated cost of constructing such abutting streets.

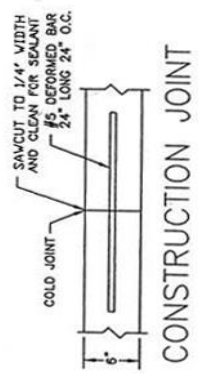
(2) Performance and payment bonds shall be from an approved surety company licensed to do business in the state and shall be so constructed as to guarantee the completion of specified street improvements, to comply with the requirements of this article within the 12-month period immediately following date of issuance, or the surety company will cause satisfactory completion within the following 12-month period.

(3) The irrevocable letter of credit shall be from a national bank, state bank or savings and loan association located in the state and shall be so constructed as to guarantee the completion of specified street improvements to comply with the requirements of this article within the 12-month period immediately following date of issuance, or the city shall have the right to require the institution issuing the letter of credit to immediately pay into an escrow account, in the name of the city, an amount equal to the cost of completing the specified street improvements, as estimated by the city, up to the original total value stated in such letter of credit.

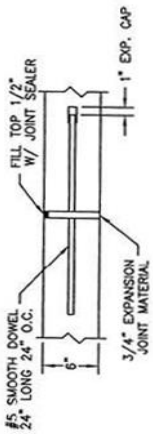
(4) The responsible design engineer employed by the developer shall develop an estimate of cost for the specified street improvements to be covered by the above-required bonds or letter of credit and shall submit a signed, sealed copy of such estimate, together with the plans and specifications for the improvements, for approval by the city engineer prior to submittal of bonds or letter of credit by the developer.

Attachment: 2023-026 ATTH 01 text of amd Ch 130 [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

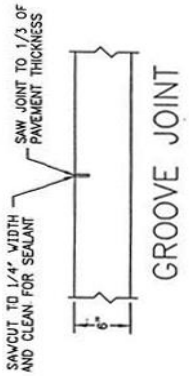
Sec. 130-155. Standard details.



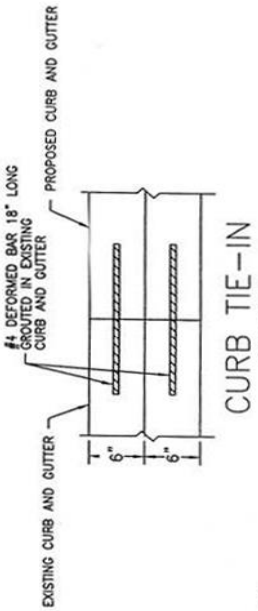
CONSTRUCTION JOINT



EXPANSION JOINT



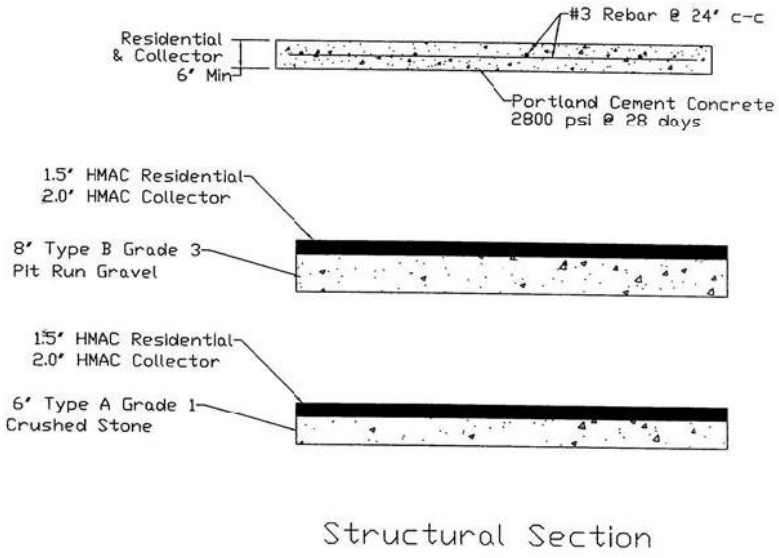
GROOVE JOINT



CURB TIE-IN DETAIL

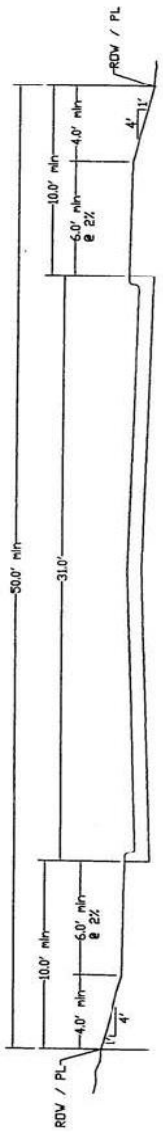
Exhibit "A"

Attachment: 2023-026 ATTH 01 text of amd Ch 130 [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



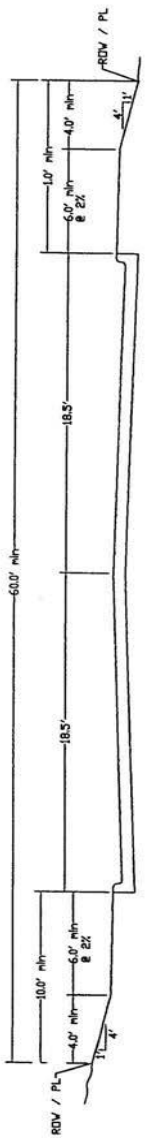
Structural Section

Attachment: 2023-026 ATTH 01 text of amd Ch 130 [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



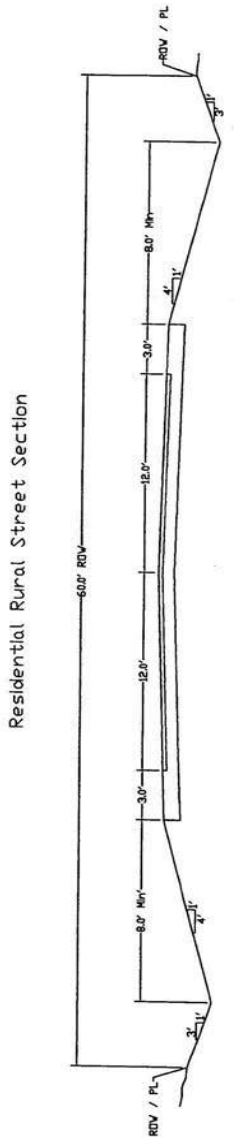
Residential Urban Street Section

Attachment: 2023-026 ATTH 01 text of amd Ch 130 [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

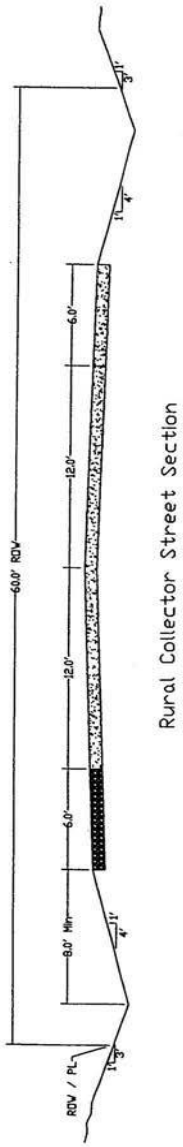


Urban Collector Street Section

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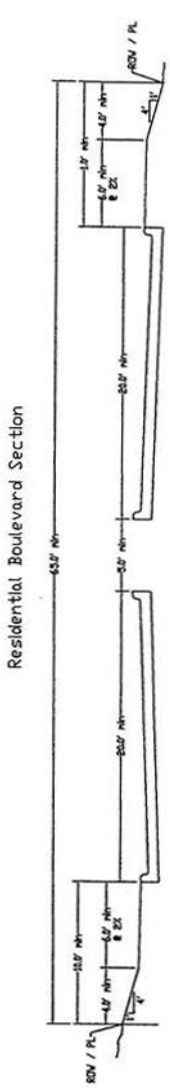


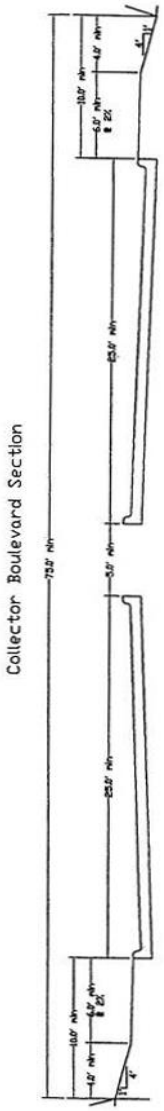
Attachment: 2023-026 ATTH 01 text of amd Ch 130 [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



Rural Collector Street Section

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2023-026 ATTH 02

Service/Permit	FY23 Rate	Per Unit	Other Information
License to encumber ROW - Surface, subsurface, air space, bldg encroachment *130-5(d) but not CBD sidewalks* *Combines master fee list items 275, 278, 279*	10% FMV	Per square foot	Fair market value per square foot cost is a one-time fee. License fee minimum $200.
License to encumber ROW - Ornamental device; and Downtown CBD public sidewalk *Sidewalk encumbrance 130-5(d)(1-a) CBD only and ornamental 130-5(e)(3) combines master fee list Items 280 + 281*	$100	Per request	This is a one-time fee.
Ground-level license to encumber ROW, sign only *master fee list item 276*	$10.00	Per each encumbrance	<blank space on fee list>

130-80 excavation fees

Service/Permit	FY23 Rate	Per Unit	Other Information
Excavation, asphalt (streets, alleys, trails)	$50.00 fee AND cost of asphalt needed for street cut + 15%	Per request	Permit invalid (7) business days following issuance
Excavation, concrete (streets, alleys, sidewalks)	$50.00	Per request	Permit invalid (7) business days following issuance

Attachment: 2023-026 ATTH 02 fees (3933 : 2023-026 ORD Amending Chapter 130 "Streets and

Summary of Proposed Changes

to Chapter 130 of the Code of Ordinances

1. 130-1 – add shared use path
2. 130-2 - add construction requirements for sidewalks and shared use paths. Changed responsibility of establishing grade of sidewalks to property owner and request inspection of City Engineer
3. 130-3 – substantial revision
    a. a – Developers and property owners are required to construct sidewalks along the street when they are developing or redeveloping commercial. Sidewalks are also required for all new residential subdivisions, and sidewalks will be required to be constructed along any new street construction. Shared use paths may be required.
    b. b – for existing corridors, property owners are required to construct sidewalks along the street when improving the property to increase its value; but this will not apply to existing corridors where sidewalks do not exist nor are in City active transportation plan calls unless owner receives notice from City Engineer
    c. c - Defined maintenance responsibility of sidewalks.
    d. d – add shared use path
    e. e – Add appeal process to Zoning Board of Adjustment
4. 130-4 – Removed outdated process for city council directing owners to construct or repair sidewalks. Repurposed and revised reference from later part of Code to adopt by reference TxDOT Standard Specifications.
5. 130-5(d)
    a. Removed nonrefundable deposit requirement
    b. (1-a)e - added one time license fee for CB district of $100
    c. (4) substantial revision incorporating elements of current (e)(1)
        i. Changed license fee for all surface, air space, and subsurface encroachments to be 10% of fair market value.
        ii. City will be responsible for determining Fair Market Value instead of applicant.
        iii. Defined that should use value of land without improvements for determining Fair Market Value
6. 130-5 e – relocated pertinent material from subsection (1) to 130-5(d)(4)
7. 130-6 – additional enforcement options for unlicensed ROW encumbrances
8. 130-10 – high-rise signs relocated to Ch 105
9. 130-11 – proviso added to reflect licensing process otherwise provided in code provisions
10. 130-22 – revised fee payment and requirement all fees must be paid prior to permit/license issuance
11. 130-78 – added 48 hours notice to anyone performing excavations in any city street or alley and excavation permit is only valid for 7 days after issuance
12. 130-80 – Redefined excavation types and requirements and fees (fees added to Master Fee List)
    a. Excavation, asphalt streets or alleys - $50 plus cost of asphalt needed plus 10%
    b. Excavation, concrete street or alley - $50
    c. Excavation, concrete sidewalk - $50

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d. Excavation, asphalt trails - $50 plus cost of asphalt needed plus 10%

13. 130-81 – deposit provisions removed, renumber 130-82 to 130-81
14. 130-82 – fee provisions relocated, renumber 130-84 to 130-82
15. 130-83-84 – relocated sections now reserved
16. 130-86 – added barricades must meet TMUTCD
17. 130-90 – added trench protection required for depth of 5’ or more
18. 130-92 (c) (1) and (2) – revised reference to TxDOT Standard Specs
19. 130-117 – repurposed 130-118 provision for city secretary to maintain copy of access mgt. manual to Public Works Dept.
20. 130-118 – removed requirement for city secretary to maintain copy of access mgt. manual, require Traffic Impact Study for all new commercial driveways
21. 130-145 – add TxDOT Standard Specs to augment street and alley improvement standards
22. 130-147 – relocated TxDOT standard specs applicable to earlier position in chapter
23. 130-149
    a. Changed min. width for arterial street to 50’
    b. Removed regulation for cross or circular streets
    c. Grammatical errors
24. 130-150 e – revise drainage provisions with reference to new Stormwater Design Manual
25. 130-151 – added preface that all streets and alleys should have a Traffic Impact Study and an individual engineered design completed for pavement and subgrade
    a. 130-151 (a) - Revised testing of subgrade to 300’ instead of 500’
    b. 130-151 (c)- All rigid pavement shall be Class P as defined by TxDOT Standard Specs
        i. Added minimum guidelines for arterials, collectors, and residential streets
    c. 130-151 (d) – Combined min. requirements for all streets for flexible pavement design. Added cement treated base and design speed regulations.
26. 130-152 – added City right to inspect construction improvements proposed or intended to be dedicated to City.

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Chapter 130 STREETS AND SIDEWALKS

ARTICLE I. IN GENERAL

Sec. 130-1. Permit to construct sidewalks, curbs, and ~~curbs~~shared use paths.

It shall be unlawful for any person to construct any concrete sidewalk ~~or any~~, curb, or shared use path within the city, without first having obtained a permit therefor from the city council. Such permit may be either a special permit for each job or a general permit for all such work to be done by the person to whom the permit is issued.

Sec. 130-2. Sidewalks, curbs, and ~~curbs~~shared use paths to conform to established ~~grades; duty of city engineer to furnish grades~~criteria; minimum construction requirements.

(a) All sidewalks, curbs, and ~~curbs~~shared use paths constructed in the city shall be so constructed as to conform to the established grade and lines of the streets, sidewalks and alleys of the city~~, which shall be obtained from~~ and as to meet all applicable statutory and regulatory requirements under the ~~city engineer before the work is begun.~~Americans with Disabilities Act. It shall be the duty of the ~~city engineer, in person or by an assistant,~~property owner to determine and mark the established grade, or, in case there is no established grade, the natural and probable grade of any sidewalk or alley, ~~upon the request of the owner of any abutting lot or part of a lot or block, within four days from the request of the owner of such lot or part of a lot or block.~~and to request inspection by the City Engineer prior to pouring sidewalk.

(b) All sidewalks constructed in the city shall be so constructed (i) to a minimum width of five feet (5') unless a different width is approved in writing by the City Engineer, (ii) of Class "A" (3,000 psi test) concrete, and (iii) to a minimum slab thickness of four inches, reinforced with six inches by six inches by ten-gauge welded wire mesh or approved equivalent.

(c) All shared use paths constructed in the city shall be so constructed (i) to a minimum width of eight feet (8') unless a different width is approved in writing by the City Engineer, (ii) of Class "A" (3,000 psi test) concrete, and (iii) to a minimum slab thickness of four inches, reinforced with six inches by six inches by ten-gauge welded wire mesh or approved equivalent. Other material can be substituted upon written approval of the City Engineer.

Sec. 130-3. Construction of sidewalks by property owners and developers.

(a) *Generally.* For new commercial development or redevelopment or new residential development, it shall be the duty of the developer of the property and every ~~person owning~~owner of any lot~~,~~ or part of a lot or block~~,~~ adjoining or abutting any public street or highway in the city to grade and construct sidewalks in front of and alongside of the lot or part of the lot or block ~~owned by the person, at the persons own expense, when notified to do so as provided in subsection (b) of this section.~~ so owned; and in new development, sidewalks shall be constructed on both sides of street at the time the street is constructed. Prior to grading, the owner and developer shall request a written determination from the City Engineer on whether construction of a shared use path or paths shall also be required. The cost of grading and construction required by this subsection shall be borne by the owner.

~~(b) *Resolution of council.* Whenever the city council shall determine and require, by resolution, that sidewalks shall be built upon any street or any part thereof, such resolution shall define the street or part thereof along and upon which the same shall be built, and shall prescribe the material of which the sidewalk shall be constructed, and the dimensions thereof. The publication of such resolution in any newspaper published in this city shall be sufficient notice to all owners of property fronting or abutting upon such street or part thereof to build the sidewalk as required herein.~~

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~~(c) *Time of commencement and completion of work.* It shall be the duty of the owner of any property fronting or abutting upon any street upon which sidewalks are ordered to be built by resolution of the city council, as provided in subsection (b) of this section, to commence the work of constructing such sidewalks within 30 days after the publication of the resolution and to have the same completed within 90 days therefrom.~~

~~(d) *Material and dimensions.*~~ (b) *Existing commercial and residential corridors*. In all existing corridors, it shall be the duty of every owner of any lot or part of a lot or block adjoining or abutting any public street or highway in such corridor, when improving property so owned to increase its value, to grade and construct sidewalks in front of and alongside of the lot or part of the lot or block so owned. If sidewalks are neither present in such corridor nor are planned based on the City's active transportation plan, the requirements of this subsection shall not apply unless the City Engineer notifies the owner in writing of the applicability of this subsection. The cost of grading and construction required by this subsection shall be borne by the owner.

(c) *Maintenance.* The maintenance of a sidewalk or shared use path constructed on private property shall be the responsibility of the property owner. The maintenance of a sidewalk or shared use path constructed within the public right-of-way or public sidewalk easement may be specified in writing between the City Engineer and property owner; and absent any writing specifying responsibility for maintenance, such maintenance shall be the responsibility of the City.

(d) *Material and dimensions.* Sidewalks and shared use paths constructed under this section shall be ~~built of such material and shall be of such dimensions as may be required by the city council~~constructed per the requirements of section 130-2.

(e) *Appeal*. The decisions or determinations made by the City Engineer as provided in this section shall be final unless the owner files an appeal to the Zoning Board of Adjustment within five (5) business days of the owner's receipt of the City Engineer's determination.

Sec. 130-4. Governing TxDOT standard specifications.

All applicable sections of the then-current edition of the Texas Department of Transportation "Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges" ("TxDOT Standard Specs"), a copy of which publication shall be on file in the Public Works Department, are hereby adopted herein~~Sec. 130-4.~~ by reference as the standard specifications for materials and methods of construction for highways, streets, and bridges within the city. All materials used in city street and alley construction shall conform in all respects to the applicable provisions of such publication.

~~Repairing, grading, etc., sidewalks by property owners.~~

~~(a) *Resolution of council.* When any sidewalk within the city shall be in a dilapidated condition or in need of repair or is not on the official grade, the city council may, by resolution, order such repairs, cutting, filling or other work to be done as may be necessary. Such resolution shall describe the sidewalk upon which the work is to be done and the nature and character of the work.~~

~~(b) *Notice to owners.* Whenever any work is ordered to be done by resolution of the city council, as provided in subsection (a) of this section, it shall be the duty of the owner of any property fronting or abutting on such sidewalk to perform such work when notified thereof. Such notice shall be served by a police officer by delivering a copy of the resolution, signed by the city secretary, to the owner or to the owner's agent or to the party in possession of the premises. In case the owner is absent from the city, or is a nonresident and has no agent in the city who is known as such to the city secretary or officer serving the notice, the notice may be served by causing the same to be published in some newspaper published within the city for five consecutive issues.~~

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~~(c) *Time for commencement and completion of work.* It shall be the duty of the owner of the property fronting or abutting upon any sidewalk ordered to be repaired or graded, as provided in this section, to commence the work of repairing or grading the same within ten days after the service of the notice in accordance with subsection (b) of this section and to have the same completed within 20 days thereafter.~~

~~(d) *Failure of owner to perform work.* If the owner of any property fronting or abutting on any sidewalk ordered to be repaired or graded shall fail to begin the repairing or grading of the same within the time specified in subsection (c) of this section or fail to have the same completed within the time specified in subsection (c) of this section, the city council shall have the power and authority to cause such work to be done at the expense of the city. The expense of such work shall constitute a lien on the property of the owner failing or refusing to do the work and such lien shall be enforceable as provided by law.~~

Sec. 130-5. Encumbrances and obstructions on streets, sidewalks and other public rights-of-way.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Alley means a minor way that is used primarily for installation of public utilities and for vehicular service access to the backside or the side of the property otherwise abutting the street.

Easement means a right held by the city to be used for access, drainage or the placement of utilities such as, but not limited to, water, sewer, gas, telephone, cable television and electrical lines.

Franchise means a grant of authority by the city to utilize the public right-of-way under certain specific terms and conditions given by ordinance.

Noncertificated telecommunications provider means an entity who has not been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority to offer local exchange telephone service.

Right-of-way means any strip or area of land, including, surface, overhead or air space, or underground or subsurface space that is used, or intended to be used, or dedicated to be used wholly or in part as a public street, sidewalk, alley or as the location of public walkways and utility or drainage facilities or installations.

Sidewalk means the concrete or asphalt surfaced portion of a street between either the curbline or roadway and the adjacent property line intended for pedestrian use.

Street means the entire width between the boundary lines of every right-of-way, other than an alley, publicly maintained when any part of it is opened to the public for vehicular use.

(b) *Other definitions.* Definitions not expressly described herein are to be determined in accordance with customary usage in municipal planning and engineering practices.

(c) *Unlawful activities.* The following activities, uses, conditions or occurrences on the public right-of-way shall be deemed unlawful:

(1) Operating any machinery having tracks, feet or pulling lugs over or along any paved streets or alleys.

(2) Hauling of gravel, brick, sand, concrete, ready mix concrete or mortar in such a manner to scatter or waste these substances onto any streets, alleys or sidewalks.

(3) Dropping, spilling or leaking out of any tank or vessel, whether connected with a motor vehicle or otherwise, any gasoline or other oil or petroleum-based substance on to any street, alley or sidewalk.

(4) Discharging any odorous water, sewage, wastewater, waste oils, kitchen grease, kitchen slop water, mop water or other offensive or hazardous substance onto any public right-of-way.

(5) Placing, storing, constructing, installing or maintaining any structure, building, object, vehicle, device, fence, wall or other material on or within any public right-of-way. Trees and other living, domesticated

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vegetation located within the parkway area of a paved street and mailboxes are exempt from this prohibition. Provided, however, the city, or its authorized agents, shall not be required to replace any obstruction on or within any public way that must be removed during the course of maintenance, construction and/or reconstruction on or within the public way.

(6) Casting, placing or storing any animal, offal, garbage, trash, refuse or debris into or upon any street, alley, sidewalk, street gutter or other public right-of-way.

(7) Constructing or placing any temporary or permanent structure within, on or over any public utility or drainage easement, except for franchised utilities, other public facilities associated with drainage, or as provided herein. The property owner may place removable section type fencing, asphalt or concrete paving, or landscaping within any dedicated public utility easement. Provided, however, that the city or any franchised utility of the city shall not be required to replace anything that must be removed during the course of maintenance, construction or reconstruction within any public utility or drainage easement.

(d) *License to encumber right-of-way or easements.* The following shall control the consideration of requests for encumbrances on, over, under or through public rights-of-way or easements.

(1) The right to encumber the public right-of-way may be granted only by license and every grantee of a license shall agree to indemnify and hold the city harmless from any and all damages to persons or property or both, arising in any manner out of the use of licensed premises. Each applicant for a license shall complete an application form obtained from the public works department ~~and submit a nonrefundable deposit to cover the expenses of the processing costs associated therewith. The total deposit shall be credited toward the issuance of the first year license fee, should the applicant be approved for a license.~~ The applicant shall provide a certificate of insurance naming the city as a co-insured with liability insurance coverage in a minimum amount of $1,000,000.00 for each person for bodily injury and $500,000.00 for each single occurrence for injury to or destruction of property. The application must be accompanied by plans or drawings showing the area to be used and a statement of the purpose for which the right-of-way is to be used.

(1-a) The right to encumber a public sidewalk shall be restricted to the CB central business district and shall be subject to these additional criteria:

a. A license authorized by this subsection shall be held only by the applicant and shall not be transferable.

b. Any encumbrances authorized by this subsection shall be:

1. Restricted to the front of the applicant's licensed business and used solely for purposes directly related to the applicant's licensed business;

2. Placed in such a manner as to leave a minimum unobstructed sidewalk width of four feet, a minimum of one foot away from the curb line or edge of vehicular traveled way, and allow ease of movement by many persons in and around the encumbrances; and

3. Limited to chairs, benches, tables, window boxes, railings, and one "sandwich board" or stand-up sign per license, with display of advertising restricted solely to "sandwich boards" or stand-up signs (see sections 140-179, 140-239).

c. The following placement of encumbrances shall be prohibited:

1. Placement in front of any door or other means of ingress or egress;

2. Placement which blocks or hinders access to the adjoining property;

3. Placement which blocks or hinders visibility of drivers or pedestrians;

4. Placement on a corner lot within twenty feet of the points of intersection of the joining street rights-of-way;

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5. Placement on the sidewalk of any hazardous material; and

6. For "sandwich boards" or stand-up signs, placement on the sidewalk at such times as the applicant's business is closed to the public.

d. The license may be revoked with or without notice if, in the discretion of the director of public works or code enforcement officer, the use or utilization of the encumbrance or public sidewalk violates any provision of the Code, or the encumbrance becomes destroyed, unsightly, or deteriorated. This provision is cumulative of any other remedies or enforcement provisions contained in the Code.

e. For any encumbrance authorized by this subsection (1-a) in the CB central business district, a licensee shall pay a one-time license fee.

(2) No individual, person, firm or corporation shall be granted a license for an encumbrance of the public right-of-way that would adversely affect the public health, safety or welfare of the citizens of the city.

(3) Unless otherwise specified in this subsection, no license shall be issued or granted for an encumbrance of the public right-of-way for less than a three-foot width.

(4) Unless otherwise specified in this subsection, ~~a licensee shall pay a license fee depending upon the amount of right-of-way encumbered as set out below. In no event shall a license fee be less than $200.00 for a period of one year.~~

~~a.~~ for a private license authorizing a surface, subsurface, or air space encroachment at or above the ground level~~, the annual~~ (examples include a private water or sewer line, an overhead line, or a building encroachment), a licensee shall pay a one-time license fee ~~shall be 100~~of ten percent (10%) of the fair market value times the square footage of encumbrance~~.~~

~~b. For a private license authorizing an air space encroachment above the ground level, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.~~

~~c. For a private license to encumber subsurface area, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.~~

; provided, however, in no event shall a license fee be less than $200.00. The ~~applicant is responsible for the establishment of~~city will determine the fair market value in the areas of consideration for license. Fair market value may be established by use of the county appraisal district records ~~for~~referencing value of adjacent ~~properties.~~ land without improvements.

(5) Unless otherwise specified in this subsection, any deposits, license fees or annual fees required by 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 or city website.

(6) The total deposit shall be credited toward the license fee for the issuance of the first year if a license should be granted. Any individual, person, firm, or corporation wishing to encumber the public right-of-way in any manner shall submit a license application and required deposit to the director of public works. Upon receipt and normal review by various city departments and public utility companies of such application, the director of public works shall forward the request to the city manager for approval.

(7) Any license granted hereunder shall specify the area licensed for use and shall be issued by the public works department.

(8) Any applicant denied a license shall have the right to appeal such denial to the city council by filing a written notice of appeal with the city secretary no later than five days from receipt of notice of the denial of the request.

(9) The city council shall hear the applicant's request within 30 days of notice of appeal and shall determine whether or not to uphold the denial, to grant the request as presented or to modify it.

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(e) *Exemptions.*

~~(1) Any applicant who wishes to encumber public rights-of-way for installation of a private water line, with a diameter of one inch or less, and for a distance of not more than 300 feet; a private sewer line with a diameter of four inches or less, and for a distance of not more than 300 feet; and an overhead line for a distance of not more than 300 feet; or for an encroachment by a building, is hereby exempt from the annual license fee and shall be subject to a one-time license fee.~~ (1) An applicant who wishes to encumber the public right-of-way adjacent to the applicants' private property for the purpose of installation of a private lawn sprinkler or irrigation system is hereby exempt from the license fee requirements of this chapter. However, neither the city nor any franchised utility shall be responsible or liable for damages or expenses resulting from the maintenance or operations of utilities in said right-of-way.

(2) Noncertificated telecommunications providers shall be subject to an annual fee, per lineal foot, of an amount as established by the city from time to time and is on file in the city secretary's office or city website.

(3) Any applicant who is approved for a license to encumber public right-of-way for the placement of an ornamental device, is hereby exempt from the annual license fee and subject to a one-time license fee. The license 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.

(4) In the CB central business district, any applicant who is approved for a license to encumber a specified area of a public sidewalk is hereby exempt from the annual license fee and subject to a one-time license fee.

(f) *No obstruction of public property.* The applicant shall not, unnecessarily or for an unreasonable period of time, obstruct or interfere with the public use of any streets, roads, highways, alleys or public ways owned or controlled by the city.

(g) *Repair of damages.* Applicant shall repair any and all damages caused by the applicant to any real property owned or controlled by the city and shall restore such real property to substantially its condition immediately before the incident causing such damage. The applicant shall commence such repairs immediately upon completion of the work or activity in which the applicant was involved at the time the damage occurred and shall complete such repairs to the satisfaction of the city for one-year from the date of surface of said street, road, highway, alley or public way is broken for such construction or maintenance work, after which time, responsibility for the maintenance shall become the duty of the city. The city may, from time to time, adopt reasonable ordinances regulating such work.

(h) *Conduct of work or activities.* The applicant shall use reasonable care in conducting its work or activities in order to prevent injury to any person and unnecessary damage to any real or personal property.

(i) *Use of alleys.* The applicant shall attempt to utilize the alleys of the city insofar as is reasonably practical in conducting its work and activities hereunder. Notwithstanding the foregoing, however, the applicant may, when approved by city, utilize the streets and any other public ways owned or controlled by the city to perform such work and activities.

(j) *Changes in encroachments.* Applicant shall (at the applicant's expense), upon written request from the city, change the location, position, route, depth or height of any encroachment or other components of the encroachment if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way or other real property owned or controlled by the city or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing or operating, any pavement, curbs, gutters or underground or aboveground wires, cables or water or sewer pipes owned or controlled by the city. The city's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.

(k) *Maps of encumbrances.* The applicant shall, at all times, keep on file with the City Engineer a map showing the current location of all encumbrances and other components of the applicant's facilities located in the city.

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(l) *Conflicts.* In the event of any conflict between the provisions of this section and any other provision of this Code or other ordinances, this section shall control. Provided, however, that nothing in this section shall ~~effect~~affect the right of a holder of a lawfully granted franchise.

Sec. 130-6. Removal.

Any unlicensed obstruction or encroachment upon any sidewalk, street, alley or other public thoroughfare of the city as specified in section 130-5, shall be removed by the owner or person in charge thereof, and upon failure to do so, the city~~, through its agents, shall~~ may remove said obstruction or encroachment and dispose of the same~~.~~ , institute proceedings in any court pursuant to Texas law or this code to require compliance with this section or penalize non-compliance, or utilize any combination of remedies contained in this code and Texas law to require compliance with this section or penalize non-compliance.

Sec. 130-7. Structural interference with view of street intersection.

It shall be unlawful for any person to place or maintain any sign, display or any structure at street intersections in such a manner that the view of intersecting traffic is obstructed, hindered or obscured, or to place or maintain any sign, display or any structure in such a manner as to hinder or obscure the vision of operators of motor vehicles, or pedestrians upon the streets, sidewalks or alleys of the city.

Sec. 130-8. Signs and awnings—Permit.

Any person desiring to erect or place an overhanging sign or awning over or across any sidewalk or over or across any public property in the city shall first apply for and secure a permit to do so from a city inspector. If such sign complies with the provisions of the building code, and, if in the judgment of the city inspector, such sign or awning can be safely erected or placed, the inspector shall issue the permit.

Sec. 130-9. Same—Use of public property.

The supports and guys of all signs and awnings which are not publicly owned shall be placed on private property and such supports and guys shall comply with the provisions of the building code which has been adopted by reference by the city in this Code.

Sec. 130-10. ~~High-rise signs~~Reserved.

~~(a) High-rise signs, as defined herein, are signs of any kind which exceed 30 feet in height as measured from the ground level to the topmost part of the structure, and shall include, signs attached to or placed on buildings or structures not specifically built for supporting such signs. High-rise signs are also defined as any sign of sufficient height and proximity to existing electrical power lines that they could fall or be blown down upon any electrical line of more than 300 volts to ground.~~

~~(b) Before any permit is issued for such sign, a construction plan shall be submitted to the city engineer by the applicant for the permit. The specifications and design of such sign must bear the seal and signature of a registered professional engineer in the state certifying that the design and specifications meet or exceed the minimum requirements as set forth in the building code which has been adopted by reference by the city in this Code. Failure to furnish such certification upon request shall constitute grounds for refusal of the permit.~~

~~(c) No guys on any type structure that extend over any electrical power line 300 volts to ground shall be permitted.~~

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Sec. 130-11. Use of streets and sidewalks for business purposes.

Except as otherwise provided in this Code, it shall be unlawful for any person to use any part of any sidewalk, street or alley in the city for the purpose of merchandizing or conducting any trade or business.

Sec. 130-12. Inspection of utility poles, lines, etc.

The city fire chief, building inspector, electrical inspector, police officers and other persons designated by the city shall have power and it shall be their duty to examine and inspect, from time to time, all telegraph, telephone, electric light or other poles, gas pipe lines, pipes and other fixtures in the public places within the city for the purpose of seeing that they are in a safe and suitable condition, and, whenever any such item is found to be unsafe or unsuitable for the purpose for which it is used, the person using, possessing or maintaining the same shall be notified and required to place the same in a safe and suitable condition.

Sec. 130-13. Deposit of litter, trash, etc., on streets and sidewalks—Prohibited.

It shall be unlawful for any person to throw, place or in any wise deposit any litter, trash, refuse or garbage upon the sidewalks, streets, street rights-of-way, highways or highway rights-of-way within the city.

Sec. 130-14. Same—Signs authorized.

The City Engineer's office is hereby authorized to place signs at locations within the city designated by the chief executive officer or the city council to give notice of the provisions of section 130-13.

Sec. 130-15. Going upon or interfering with street or sidewalk being paved, repaired, etc.

It shall be unlawful for any person to drive, ride, walk or otherwise go upon or in any other manner interfere with any sidewalk, street or alley, or part thereof, which is being paved, repaired or constructed.

Sec. 130-16. Removal of lanterns, barricades, etc., from site of street or sidewalk construction.

It shall be unlawful for any person to remove any lanterns, barricade or other warning device or obstruction placed to prevent the public from going onto and upon any sidewalk, street or alley or other public place which is being paved, repaired or constructed.

Sec. 130-17. Breaking, defacing, etc., street name signs.

It shall be unlawful for any person to willfully, maliciously or negligently break, knock down, throw down or in any way deface or otherwise injure any board, plate or card carrying or having upon it the name or designation of any street or public way in the city.

Sec. 130-18. Trees, shrubs and other plants—Clearance over sidewalks.

It shall be unlawful for any person to permit any tree, shrub, vine, palm or any other plant of any description or kind to be grown, maintained or cultivated on any property owned by the person or under the owner's control in such a manner that any portion of such tree, shrub, vine, palm or other plant overhangs or protrudes upon or over any sidewalk, unless there is a full ten-foot clearance between the surface of all portions of the sidewalk and the overhanging tree, limb, shrub, vine, palm or plant.

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Sec. 130-19. Same—Clearance over streets.

It shall be unlawful for any person to permit any tree, shrub, vine, palm or other plant of any description or kind to be grown, maintained or cultivated on property owned or controlled by the person in any manner so as any portion of such tree, vine, shrub, palm or plant hangs over or protrudes upon any street or highway in the city, unless there is a full 12-foot clearance between the surface of all portions of such street or highway and the overhanging tree, limb, shrub, vine, palm or plant.

Sec. 130-20. Same—Location between curb and sidewalk.

(a) It shall be unlawful for any person to plant, maintain or cultivate any tree, shrub, vine, palm or plant of any description or kind which is more than three feet in height between the sidewalk and the curb of any public street or highway in the city at a lesser distance than 20 feet from the corner of any block of any such public street or highway, such measurement to be computed at the point of intersection of two lines extended parallel with the curbline of the street or avenue intersecting and causing such corner. Shade trees growing between the sidewalk and the curb of any public street or highway on or before May 27, 1941, shall not be affected by the terms of this section, until the city council passes a resolution declaring that the growing of the trees constitutes a public nuisance or hazard and orders the same removed by the owner, occupant, lessee or person in charge of such property, within five days from the date the notice is given.

(b) All trees between the curb and sidewalk shall be planted in a uniform line and in line with the trees already planted and growing.

Sec. 130-21. Same—Interference with traffic.

It shall be unlawful for any person to maintain any shrubbery or trees at street intersections in such a manner that the view of intersecting traffic is obstructed, hindered or obscured, or to maintain any trees or shrubbery having overhanging limbs or extending branches that obstruct, hinder or obscure the vision of operators of motor vehicles or pedestrians upon the streets, sidewalks or alleys of the city.

Sec. 130-22. Fees payable.

A fee shall be paid to the city, in addition to all other charges, fees or deposits, for the issuance of a permit or license, as applicable, under this chapter. This fee shall be for the purpose of defraying administrative costs of issuance, including but not limited to costs of inspection and obtaining appropriate placards. The 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, Public Works office, or city website. All fees must be paid prior to issuance.

Secs. 130-~~22~~23—130-~~45~~44. Reserved.

ARTICLE II. RENTAL CHARGE FOR UTILITY POLES, LINES, ETC.

Sec. 130-45. Applicability of article.

The provisions of this article are subject to the exception set out in Texas Local Government Code Section 590.0001.

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Sec. 130-46. Imposed; amount; when payable.

Upon August 1 of each and every year, every person occupying or using the streets, highways, easements, alleys, parks or other public places in the city with poles, pipes and for other fixtures shall, as a condition to such further occupancy, pay to the city annually for such privileges, a rental equal to not less than three percent of the gross receipts received by such person, association, organization or corporation from its business conducted in the corporate limits of the city for the preceding year, which sums shall be paid to the city.

Sec. 130-47. Report of gross receipts of payor.

Every person using or maintaining any telegraph, telephone, electric light or other poles, gas and water pipe lines, pipes and other fixtures in any of the streets, highways, easements, alleys, parks or other places within the corporate limits of the city shall, on August 1 of each year, file with the city secretary a sworn report showing the gross receipts from the business conducted by such person or within the corporate limits of the city for the preceding year, ending the June 13.

Sec. 130-48. Examination of books and records of payor.

The city council may, when it sees fit, have the books and records of any person required to pay the rental charge imposed by this article examined by a representative of the city to ascertain whether the statement filed in accord with section 130-47 is accurate, but nothing in this section shall be construed to prevent the city from ascertaining the facts by any other method.

Sec. 130-49. Receipt for payment.

Upon receipt of the rental charge imposed by this article, the city secretary shall deliver to the person paying the same a receipt therefor, which receipt shall authorize such person to use and occupy the streets, highways, easements, alleys, parks and other public ways of the city in carrying on its business for 12 months from August 1st.

Sec. 130-50. Charge is not a tax, but is additional to taxes.

The rental charge provided for in this article is not charged as a tax, but is made for the privilege, enjoyed by the persons upon whom it is imposed of using the streets, easements, alleys and other public ways of the city in the conduct of their businesses, and such charge is additional to all ad valorem and franchise taxes and to all taxes of every nature imposed on such persons.

Sec. 130-51. Article does not grant franchise; cancellation of privilege and refund of rental.

This article does not grant a franchise to any utility or person to use the streets, easements, alleys and other public ways and shall never be so construed by the court or otherwise. The city reserves the right to cancel the privilege granted under this article and refund the unearned rentals paid to the city.

Sec. 130-52. Penalties.

(a) Every person who shall operate any business without the payment of the rentals provided for in this article shall be subject to the general penalty as described in section 1-5, and for each and every day that such person shall conduct such business using and occupying the streets, easements, alleys or other public ways of the city without such payment, a fine may be recovered by the city in a court of competent jurisdiction by a suit filed therein.

(b) Every person, and the local manager or agent of such person, failing or refusing to make the report required by section 130-47, or failing or refusing to allow the examination provided for in section 130-48 shall, upon conviction thereof, be fined and every day's failure or refusal shall be deemed a separate offense.

Secs. 130-53—130-77. Reserved.

ARTICLE III. EXCAVATIONS

Sec. 130-78. Permit—Required; fees.

(a) It shall be unlawful for any person to cut into, dig up, excavate, tunnel, undermine or in any manner break up the surface of any street, sidewalk, curb and gutter or alley in the city, unless such person shall first obtain a permit therefor from the building inspection division. and thereafter notify the City Engineer at least forty-eight (48) hours in advance of commencing any work permitted.

(b) In the event of an emergency in which a sewer main, conduit or other utility facility in or under any street bursts, breaks or otherwise is in such condition as to immediately endanger the property, lives, health or safety of any person, the person owning or controlling such facility shall be permitted to immediately go in and repair the break for the protection of the property, life, health and safety of individuals; provided, however, such person owning or controlling such facility shall immediately apply for an excavation permit not later than the end of the next succeeding business day during which the building inspection division office is open for business and shall not proceed with permanent repairs without first obtaining an excavation permit and notifying the City Engineer as provided for in this article.

(c) An excavation permit as provided for in this article shall become invalid seven (7) business days following issuance of the permit, and all excavations shall be completed on or before the permit expiration date. In the event excavation work is not completed on or before the permit expiration date, another excavation permit as provided for in this article must be obtained, with the same period of validity as provided for in this subsection.

(d) The fee for the issuance of a permit required by 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, Public Works office, or city website.

Sec. 130-79. Same—Application.

An application for a permit required by section 130-78 shall give the following information:

(1) The name, address and phone number of the applicant;

(2) The exact location on the street or alley of the excavation or tunneling;

(3) The nature and purpose of the work and the dimensions of the cut or break in the pavement or surface of the street, curb and gutter or alley;

(4) The date of proposed commencement of the work;

(5) The date of proposed completion of the work;

(6) The type of surface and base, if known, of the street and to what level of completion the applicant proposes to perform repair work; and

(7) Such other information as the inspection division may require.

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Sec. 130-80. ~~Same—Amount of deposit required of applicant.~~ Same—Types of excavations; backfill and inspection requirements.

~~At the time of the issuance of the permit under this article, the applicant shall deposit with the city a sum of money for the costs of labor and materials necessary to restore the street, alley, curb, gutter or sidewalk to a like condition prior to the cut, break or excavation. The amount of said deposits shall be as follows:~~

~~(1) *Type I. Gravel-surfaced streets and alleys*—$10.00 for each square yard or any fraction thereof.~~

~~(2) *Type II. Asphalt on gravel base*—$15.00 for each square yard or any fraction thereof.~~

~~(3) *Type III. Concrete or brick (no asphalt)*—$20.00 for each square yard or any fraction thereof.~~

~~(4) *Type IV. Asphalt on brick, concrete or soil cement*—$28.00 for each square yard or any fraction thereof.~~

~~Sec. 130-81. Same—Deposit refund or additional charge.~~

~~(a) Upon completion of the permitted excavation and backfilling, as specified in section 130-92, the permittee shall notify the building inspection office of such completion. An inspection of the excavation site shall be made by city personnel to determine the actual cut dimensions and the amount and type of work and material required for the city to complete repairs. Depending on results of inspection, the final charge and resultant amount of refund or extra charge shall be computed as follows:~~

~~(1) *Type I. Gravel-surfaced street or alley.*~~

~~a. *Condition A.* No additional work or material required: Full deposit refund.~~

~~b. *Condition B.* Additional work and/or material required for the city to complete repair: Final charge of $10.00 per square yard or any fraction thereof based on field-measured surface cut dimensions.~~

~~(2) *Type II. Asphalt on gravel base.*~~

~~a. *Condition A.* No additional work or material required: Full deposit refund.~~

~~b. *Condition B.* Additional work, additional gravel base material and asphalt replacement material required for the city to complete repairs: Final charge of $15.00 per square yard or any fraction thereof based on field-measured surface cut dimensions.~~

~~c. *Condition C.* Additional work and asphalt replacement material only required for the city to complete repairs: Final charge of $10.00 per square yard or any fraction thereof based on field-measured surface cut dimensions.~~

~~(3) *Type III. Concrete or brick surface (no asphalt).*~~

~~a. *Condition A.* No additional work or material required: Full deposit refund.~~

~~b. *Condition B.* Additional work and replacement concrete material required for city to complete repair: Final charge of $20.00 per square yard or any fraction thereof based on field-measured cut dimensions.~~

~~(4) *Type IV. Asphalt on brick, concrete or soil cement.*~~

~~a. *Condition A:* No additional work or material required: Full deposit refund.~~

~~b. *Condition B:* Additional work, replacement concrete base material and asphalt replacement material required for city to complete repair: Final charge of $28.00 per square yard or any fraction thereof based on field-measured surface cut dimensions.~~

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~~c. *Condition C.* Additional work and asphalt replacement material only required for the city to complete repairs: A final charge of $10.00 per square yard or any fraction thereof based on field-measured surface cut dimensions.~~

~~(b) Following satisfactory completion of repair work, the permittee will be mailed a statement detailing final charge computations and resultant refund or extra charge amounts due and/or payable within 30 days of statement date.~~

~~Sec. 130-82.~~(a) *Asphalt streets or alleys*. Permittee shall be responsible for backfilling excavated area within two inches (2") of the finished grade with flowable fill or other material approved by the City Engineer. Upon completion of backfill, permittee shall notify the City Engineer for a required inspection; and upon the backfill passing inspection, the City will place the final asphalt course.

(b) *Concrete streets or alleys*. Permittee shall be responsible for backfilling excavated area within seven inches (7") of the finished grade with flowable fill or other material approved by the City Engineer. Upon completion of backfill, permittee shall notify the City Engineer for a required inspection; upon the backfill passing inspection, permittee shall be responsible for pouring a minimum seven-inch (7") Class P Concrete Pavement (3,600 psi and minimum #3 bars on eighteen-inch centers each way); and then permittee shall notify the City Engineer for a required final inspection.

(c) *Concrete sidewalk*. Permittee must request an inspection by the City Engineer prior to pouring sidewalk; and Permittee shall construct sidewalk per the requirements of section 130-2.

(d) *Asphalt trails*. Permittee shall be responsible for backfilling excavated area within two inches (2") of finished grade with minimum six-inch (6") Type B, Grade 3 base material or other material approved by the City Engineer; upon completion of backfill, permittee shall notify the City Engineer for a required inspection; and upon the backfill passing inspection, the City will place the final asphalt course.

Sec. 130-81. Same—Insurance required of applicant.

(a) Prior to the issuance of a permit under this article, the applicant shall furnish to the building inspection division satisfactory evidence in writing that the applicant has in force and will maintain in force, during the performance of the excavation work and during the period of the excavation permit, public liability insurance in the sum of not less than $50,000.00 for any one person and $100,000.00 for any one accident, and property damage insurance of not less than $50,000.00, such insurance to be issued by an insurance company authorized to do business in this state.

(b) It shall be the permittees responsibility to maintain the site in such condition that the public is protected, until final repairs are complete.

Sec. 130-~~83. Same—Fee for permit.~~

~~A fee shall be paid to the city, in addition to all other charges, fees or deposits, for the issuance of a permit under this article. This fee shall be for the purpose of defraying the cost of the issuance of permits and obtaining proper placards, administrative costs and costs of inspection. The permit 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 website.~~

~~Sec. 130-84~~82. Same—Issuance, contents, display, etc.

(a) In the event an applicant is granted a permit under this article, the ~~inspection division~~Public Works department shall issue a placard, which shall be plainly written or printed in English and reading substantially as follows:

Excavation Permit No. _____

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Place: _____

Issued: _____

(date)

Expires: _____

(date)

(b) The applicant shall display the permit in a conspicuous place at the site of the work.

(c) It shall be unlawful for any person to exhibit such placard at or about any excavation not covered by such permit, or to alter or misrepresent the number of the permit or the date of issuance or the date of expiration thereof.

Secs. 130-83—130-84. Reserved.

Sec. 130-85. Notice to police and fire departments if street closed.

If, in the course of work performed under a permit issued under this article, it becomes necessary to obstruct the passage over a street completely, it shall be the duty of the permittee to inform the fire department and the police department of such temporary closing and to make necessary arrangements with the street division superintendent concerning barricades, detours, signing, flagmen, etc. The permittee shall be responsible for providing such traffic control to the superintendent's satisfaction.

Sec. 130-86. Barricades.

(a) Every person to whom a permit is issued under this article shall erect ~~proper barricades~~barricades which meet the requirements of the then-current Texas Manual on Uniform Traffic Control Devices at the site of the work covered by the permit to inform the public that the street, sidewalk, curb and gutter or alley is being excavated and to prevent the unobstructed passage therein and to route traffic around the excavation with a minimum of interference. Acceptable warning signs shall be placed on such barricades, and all barricades shall be illuminated at night, and all lights shall be kept burning from sunset to sunrise.

(b) It shall be the responsibility of the permittee to maintain the proper barricading and signing at the site, until notified by the city that final repair has been satisfactory completed.

Sec. 130-87. Bridges required in certain instances.

Where traffic must cross open trenches at intersections and driveways, suitable bridges shall be provided by the person to whom the permit was issued under this article.

Sec. 130-88. Means of ingress and egress for residents to be provided.

Streets, driveways or alleys affected by work under a permit issued under this article shall at all times be maintained in a condition which will provide easy ingress and egress to the residents living thereon.

Sec. 130-89. Use of cleated equipment.

No person performing work under a permit issued under this article shall use equipment with cleats, without pads on any surfaced street.

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Sec. 130-90. Trench walls.

Whenever any excavation is made on a surfaced street, the trench walls shall be substantially vertical, with a maximum width at the top no greater than 24 inches more than the outside diameter of the pipe. The trench walls shall be sufficiently braced to prevent material under the undisturbed pavement from sluffing. Trench protection shall be required if the trench is five feet (5') or more in depth.

Sec. 130-91. Protection of sewers.

Where sanitary sewers are encountered in making an excavation under this article, every effort shall be made to keep them undamaged. Should the sanitary sewer be damaged, it shall be completely cleaned and restored to its original condition. Where the grades on sanitary sewer lines are such that they must pass through storm sewers, a satisfactory concrete box shall be installed with a clean out manhole, and the sanitary sewer shall be laid through the box with cast iron pipe as directed by the City Engineer.

Sec. 130-92. Backfilling, base repair and surface repair.

(a) *General.* Backfilling of excavations shall be the responsibility of the permittee. Base and concrete surface repair may be performed by the permittee or by the city at the city's option. Backfilling shall be accomplished as soon as practicable.

(b) *Materials and methods for backfilling.* Material used for backfilling may be that material excavated or other similar material, provided that the material used for backfilling is free of vegetation or other deleterious matter, contains no rock, broken concrete or broken asphaltic pieces larger than three inches maximum dimension in any plane, and is of such character and moisture content that it will stabilize when compacted. The backfill material shall be placed in six-inch loose lifts, and each lift shall be thoroughly compacted to prevent excessive settlement. This procedure will be continued, until the excavation is totally filled, unless base repairs and/or surface repair is to follow immediately, in which case the backfill procedure may stop at the elevation such base repair will start.

(c) *Materials and methods for base repair.*

(1) *Gravel base.* Material used for repair of existing gravel base streets and alleys shall meet the minimum specifications for Type B, Grade 3, flexible base material, as detailed in ~~Item 248 of the Texas State Department of Highways and Public Transportation, 1982 edition, Standard Specifications for Construction of Highways, Streets and Bridges.~~TxDOT Standard Specs. A minimum of ten inches, compacted depth, base material shall be placed in two equal lifts, with each lift thoroughly compacted. Where asphalt surface repair is to immediately follow base repair, the top two inches of base material may be omitted to allow for placement of the asphalt.

(2) *Concrete, brick and soil cement base with asphalt surface.* Material used for repair of existing concrete, brick and soil cement base without asphalt surface streets and alleys shall meet the minimum specification for Class C, 3600 psi, 28-day strength concrete, as detailed in ~~Item 421 of the Texas State Department of Highways and Public Transportation, 1982 edition, Standard Specifications for Construction of Highways, Streets and Bridges.~~TxDOT Standard Specs. A minimum of eight-inch depth shall be placed and broom-finished at an elevation to allow placement of a two-inch depth asphalt surface course. The concrete base shall be protected from heavy loading and allowed to cure a minimum of three days prior to placement of asphalt surface and opening for traffic.

(3) *Concrete or brick base and surface.* Material used for repair of existing concrete or brick base and surface streets and alleys shall meet the minimum specifications noted in subsection (c)(2) of this section. A minimum of eight-inch depth shall be placed and broom-finished to match the existing undisturbed surface profile around the excavation. The concrete shall be protected from heavy loading and allowed to cure a minimum of three days prior to opening for traffic.

Sec. 130-93. Valve boxes, manholes, etc., to be brought to finished grade.

All valve boxes, manholes and the like shall be brought to the true finished grade of paved streets by persons making excavations under this article.

Sec. 130-94. City and employees not liable for damages.

This article shall not be construed as imposing upon the city or any official or employee, any liability or responsibility for damages to any person injured by the performance of any excavation work for which an excavation permit is issued hereunder, nor shall the city or any official or employee thereof be deemed to have assumed any such responsibility or liability by reason of inspections authorized herein, or the issuance of any permit, or the approval of any excavation work.

Secs. 130-95—130-116. Reserved.

ARTICLE IV. ACCESS DRIVEWAYS

Sec. 130-117. State regulations—Adopted.

The pamphlet known as the "Access Management Manual," published July 2011, by the Texas Department of Transportation, is hereby adopted by the city council as though set out herein in full. The Public Works Department shall maintain a copy of this pamphlet on file at all times.

Sec. 130-118. ~~Same—Filing and distribution of copies~~ Commercial driveways; traffic study required.

~~The city secretary shall maintain a copy of the pamphlet "Access Management Manual," adopted by section 130-117, on file in the secretary's office at all times, and the secretary shall procure extra copies for distribution at a reasonable fee.~~ A Traffic Impact Study/Analysis shall be required for all new, proposed commercial driveways; and the cost of such study/analysis shall be borne by the property owner or developer unless waived in writing by the City Engineer.

Sec. 130-119. Curbs for new driveways.

Commercial access driveways within the city under construction on April 27, 1954, or altered, repaired or rebuilt after such date, and any commercial access driveways built after such date anywhere within the city limits shall be provided with a curb not less than ten feet from the corner of the intersection streets' right-of-way, such curb shall conform to that line established for curbs for each of the intersection streets.

Sec. 130-120. Minimum construction requirements.

That portion of access driveway constructed upon public street rights-of-way (i.e., from curbline or pavement edge to street right-of-way line) shall meet the minimum criteria for use classification as follows:

(1) Driveways providing singular access from the street to a single residential unit shall be constructed of Class "A" (3,000 psi test) concrete. Minimum slab thickness shall be four inches, if reinforced with six inches by six inches by ten-gauge welded wire mesh or its equivalent, or five inches if nonreinforced. Subgrade shall be well compacted, and an expansion joint shall be installed at the right-of-way line. Where existing curb, gutter and/or street pavement must be removed to allow proper construction, the

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limits of the area to be removed shall be saw-cut or scored in an approved manner, and the removal accomplished so as to provide a neat line and a vertical face exposed. The use of alternate materials and methods will be considered, provided a detailed design by a registered professional engineer is submitted, including the engineer's certification that the alternate proposed will provide equal or greater strength and durability than those specified above.

(1-a) When a rear yard of a single residential unit abuts a street, the City Engineer may approve a driveway providing singular access from the street to the rear yard if, in the discretion of the City Engineer, the rear yard cannot be reasonably accessed from a driveway described in section 130-120(1). Factors to be considered by the City Engineer when exercising such discretion may include a change in elevation, natural barriers (e.g., creek or drainage ditch), drainage facilities (e.g., box culvert or improved stormwater drain), the existence of other natural or artificial barriers, or, if applicable, the flood plain. Any driveway approved under this subsection must meet the minimum construction requirements of section 130-120(1), have a minimum width of 12 feet, and not exceed a maximum width of 15 feet. This subsection does not restrict bicycle or pedestrian facilities. Where lots have double frontage, running through from one street to another, nothing in this Code authorizes a driveway connecting both streets.

(2) Driveways providing access from a street to a parking lot; to a private drive or street serving multiple-residential units; to educational, medical or religious facilities; to public or private office facilities and to any retail, commercial or industrial type facilities shall be constructed of Class "A" (3,000 psi test) concrete on a well compacted subgrade. Minimum slab thickness shall be five inches, if reinforced with six inches by six inches by six-gauge welded wire mesh, or six inches if nonreinforced. Removal of existing curb, gutter and/or street pavement shall conform to the requirements set forth in subsection (1) of this section, as will consideration of use of alternate materials and methods of construction.

(3) All driveways shall be constructed to maintain or improve the drainage conditions in the area of the driveway. Gutter line grade shall be carefully maintained and driveway construction shall be such that storm flow is maintained in the gutter. Where driveways cross drainage ditches or swales, the City Engineer's office shall determine pipe size or capacity requirements for driveway culverts or swale sections as conditions dictate. In general, the minimum pipe size allowed will be 18 inches in diameter. Fifteen-inch diameter pipe may be allowed only in instances where larger diameter pipe is not needed and could not function properly due to conditions. In general, the minimum culvert length shall be the paved driveway width, plus two-foot shoulders each side if vertical headwalls are constructed. Otherwise, add a minimum additional two feet length each side for each one-foot depth from top of driveway to bottom of ditch to provide a maximum 2:1 end slope on backfill. Culvert pipe shall be of approved reinforced concrete construction. Alternate pipe material that will be considered, includes metals and plastics which are designed to carry H-15 loadings, are coated or treated to withstand corrosion, and provided that ends are protected by headwalls or concrete sloped end treatment. In general, the location of the culvert pipe in relation to the street pavement edge shall be a minimum of three feet for shoulder width plus three feet for each foot of ditch depth to provide a maximum 3:1 front slope for the ditch. Adjacent ditch lines shall be transitioned and reshaped as necessary to accommodate the culvert location. The driveway over the culvert pipe should be swaled where possible to provide overflow capability.

(4) Construction and maintenance of the access driveway is the responsibility of the owner of the property served. When requested, the city may, at its option, assist in the construction or reconstruction of driveway culverts only to the extent of installing and backfilling the culvert pipe furnished by the property owner and reshaping adjacent ditches.

Sec. 130-121. Curbs for existing driveways.

At access driveways existing in the city prior to April 27, 1954, should the city council find, by resolution with notice to the property owner, lessee and any person having any interest in the property, that the lack of curbing at the corner of intersecting streets constitutes a traffic hazard and that curbing is necessary to the public convenience

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for the control of traffic, the city council may order the City Engineer to erect a proper curb on the right-of-way, at the expense of the city.

Sec. 130-122. Parking aprons for angle parking between curb or pavement edge and property line.

Permits for the construction of parking aprons for angle parking between the curb or pavement edge and the property line shall be issued only for city streets classed as secondary or minor and only under the following conditions:

(1) The parking apron shall extend the full length of the block from curb radii to curb radii of adjoining side streets.

(2) The parking apron shall be constructed of Class "A" (five sack, 3000 psi test) concrete, reinforced with six inches by six inches by six welded wire mesh. The apron slab shall be a minimum of six-inch thickness and shall be placed on a prepared, well compacted subbase. An integral concrete curb shall be constructed along the edges of the parking apron which do not connect to the street proper. Said curb shall be six inches minimum thickness and extend a minimum vertical distance of six inches above the parking slab.

(3) The grantee shall construct and maintain an unobstructed pedestrian walk along and adjoining the curb of the parking apron for the length thereof. The walk shall be constructed of Class "A" concrete (five sack, 3,000 psi test), it shall be a minimum of four feet wide and four inches thick and shall be poured on a prepared, well compacted subbase.

(4) Drainage shall be maintained by the installation of drainage tile where necessary and/or by grading the parking apron to drain to existing gutters, ~~catchbasins~~catch basins or drainageways.

Sec. 130-123. Plans and specifications; compliance with article; permit required; fees.

(a) *Application for permit.* Any person desiring to construct an access driveway or single parking apron connecting to any street or highway within the corporate limits of the city shall make application for a permit from the department of public works of the city. The applicant for such permit shall submit plans and specifications covering the work proposed showing all dimensions, property lines, sizes and other pertinent information necessary for review. Such information may be included on plat plans presented for building permits in case of new construction. In the event such work is contemplated along a state highway, two sets of plans and specifications will be required.

(b) *Permit required.* A valid permit to construct access driveways and/or angle parking aprons will be required in addition to building permits.

(c) *Fees set.* The fee for the issuance of a permit to construct access driveways or parking aprons along any street or highway in the corporate limits of the city 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. The issuance of this permit shall relieve the grantee of the grantees obligation to secure a curb cut permit as required in article III of this chapter.

(d) *Compliance with article.* The City Engineer shall require all plans and specifications to be submitted to the engineer by either the contractor, property owner or other person having an interest in the property, who applies for a building permit, to show compliance with this article, and should the person applying for a building permit refuse to comply with this article, the permit shall not be issued. If the plans and specifications show a compliance with this article and the permit is issued, and the construction fails to comply with this article, the City Engineer shall immediately notify the contractor, owner or person authorizing the building and construction, and the chief executive officer of the city and, if necessary, the chief executive officer may instruct the city attorney to institute proceedings in any court to require compliance with this article, or cessation of the work until the article is complied with.

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Secs. 130-124—130-144. Reserved.

ARTICLE V. STREET IMPROVEMENT STANDARDS

Sec. 130-145. Required adherence.

All street and alley improvements constructed within the city limits or within its jurisdiction shall be constructed in conformance with the terms and provisions of this article~~.~~ and TxDOT Standard Specs.

Sec. 130-146. Definitions.

For the purpose of this article, the following words and phrases used in this article shall have the following meanings, except where the context clearly indicates a different meaning:

Arterial street means a street designed to facilitate rapid and heavy traffic movements and which primarily provides vehicular circulation to various sections of the city and which, as a secondary function, provides direct access to abutting property.

Collector street means a street used primarily for circulation within a neighborhood to carry traffic from minor streets to arterial streets or to carry traffic through or adjacent to commercial, industrial or high-population density areas.

Consulting engineer means a professional engineer or engineering firm authorized to practice in the state and engaged by the city or by any developer to design and supervise improvement projects.

Developer means any private individual or group of individuals requesting or implementing public improvements.

Director of public works means the director of public works of the city and the county.

Planning and zoning commission means the planning and zoning commission of the city and the county.

Residential street means a street used primarily for access to abutting residential property.

All other words and phrases used in this article shall have the generally accepted meanings consistent with their usage by the engineering profession or the legal profession, whichever is applicable.

Sec. 130-147. ~~Governing standard specifications for materials and methods of construction~~Reserved.

~~All applicable sections of that certain publication titled Standard Specifications for Road and Bridge Construction, adopted in 2004 by the Texas Highway Department, and including all applicable approved revisions thereof, a copy of which publication shall be on file in the office of the city secretary, are hereby adopted as the standard specifications for materials and methods of construction for streets within the city. All materials used in city street and alley construction shall conform in all respects to the applicable provisions of such publication.~~

Sec. 130-148. Right-of-way.

Prior to construction of any street improvement, which is to be operated and maintained by the city, the following right-of-way widths shall have been dedicated to the public by duly recorded formal instrument:

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(1) *Arterial streets.* ~~Eighty~~ 80 to 100 feet or as established by the provisions of the master plan of the city and by the provisions of the urban transportation study.

(2) *Collector streets.* Not less than 60 feet.

(3) *Urban section residential streets.* Not less than 50 feet.

(4) *Rural section residential streets.* Not less than 60 feet.

(5) *Residential or commercial alleys.* Not less than 20 feet.

Sec. 130-149. Pavement widths and street section.

(a) *Urban section street.* In general, all street improvements constructed within the city's jurisdiction shall be of urban cross section with curb and gutter and shall be designed and constructed to the following minimum widths measured back-to-back of curb:

(1) *Arterial streets.* ~~Forty-eight~~Fifty feet minimum width.

(2) *Collector streets.* Thirty-seven feet minimum width.

(3) *Residential streets.* Thirty-one feet minimum width.

(4) *Boulevard streets.*

a. Residential—Two 20 feet minimum width lanes;

b. Collector—Two 25 feet minimum width lanes.

~~(5) *Cross or circular streets.* Residential streets not exceeding 400 feet in length between intersections nor serving more than four lots between intersections may be constructed to minimum 28 feet in width.~~

~~(6~~(5) *Residential collector streets.* Urban streets designated as residential collector shall be constructed to a residential street width of 31 feet, up to a point which is a minimum of 150 feet from the edge of pavement of any arterial or collector street which it is intersecting. A transition from 31-foot width to 37-foot width will be accomplished in 50 feet of street length with the 37-foot width carried the remaining 100 feet to the intersection.

(b) *Rural section streets.* Where all lots within a subdivision are platted having a land area of 0.75 acre (32,670 square feet) or more and having minimum frontage of 125 feet on any adjacent street, rural section streets will be allowed. In instances where there are lots platted within a subdivision having a land area of 0.50 acre (21,780 square feet) or more and having minimum frontage of 100 feet on any adjacent street, the city planning and zoning commission may authorize and approve rural section street construction at the time of plat approval. In these instances, minimum widths shall be as follows:

(1) *Arterial streets.* As determined necessary on an individual basis.

(2) *Collector streets.* A total minimum crown width, measured from outside edge of shoulder to outside edge of shoulder of 36 feet with a minimum pavement surfaced width of 24 feet.

(3) *Residential streets.* A total minimum crown width, measured from outside edge of shoulder to outside edge of shoulder of 30 feet with a minimum pavement surfaced width of 24 feet.

(4) *Residential collector streets:* Rural streets designated as residential collector shall be constructed to the rural residential width set forth in subsection (b)(3) of this section, up to a point which is a minimum of 150 feet from the edge of pavement of any arterial or collector street which it is intersecting. A transition from total crown width of 30 feet with pavement surfaced width of 24 feet to a total crown width of 36 feet with pavement surfaced width of 24 feet shall be accomplished in 50 feet of street length with the 36-foot crown width and 24-foot pavement width carried the remaining 100 feet to intersection.

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(c) *Alley section.* Alley improvements may be constructed of such cross section as determined best for the particular location and as approved by the City Engineer. Minimum pavement surfaced widths shall be 12 feet, edge to edge.

(d) *Cul-de-sac.* The minimum outside pavement diameter for the cul-de-sac or closed-end turnaround, shall be 100 feet, whether urban or rural section. The minimum pavement width around the cul-de-sac shall be 31 feet back-to-back of curb for urban section improvements and 28 feet edge-to-edge of pavement for rural section improvement, with any resultant center unpaved island construction with curb and gutter around its perimeter.

Sec. 130-150. Standard cross-sectional shapes.

(a) *Street crown.* All street sections shall be constructed with a cross section that will provide minimum transverse slopes as follows:

(1) Three percent for residential and residential collector streets.

(2) Two percent for major collector and arterial streets from centerline to ~~gutterline~~gutter line or centerline to outside edge of shoulder.

On residential and residential collector streets the cross slope may transition to a three percent slope from ~~gutterline~~gutter line to ~~gutterline~~gutter line for cross-drainage purposes where allowed by the City Engineer. This transition shall occur over a 200-foot length of street.

(b) *Monolithic concrete curb.* A concrete curb constructed monolithically with a concrete street slab shall be six inches in height above gutter elevation, have a two-inch top width, a three-inch radius top to face, a three-inch face at 30 degrees to vertical, thence a four-inch radius face to gutter low point, for a total curb width at ~~gutterline~~gutter line of 9.5 inches.

(c) *Concrete curb and gutter section.* Concrete curb and gutter sections constructed independently shall be a minimum 24-inch width, minimum 12-inch height, and the curb shape shall conform to that described in subsection (b) of this section for monolithic curb.

(d) *Mountable curb.* A mountable curb may be utilized in lieu of the curb section defined in subsection (b) or (c) of this section at the developer's option. The design of said mountable curb shall be as shown in section 130-155 or as approved by the City Engineer.

(e) *Parallel drainage, rural street section.* Where rural section street construction is allowed under this chapter or where existing rural section border streets abut a subdivision proposed for development, the street drainage within or abutting such subdivision shall be designed and constructed to meet the ~~following minimum criteria:~~criteria in Chapter 120 of this Code and the current adopted City of Texarkana Stormwater Management Design Manual.

~~(1) Drainageways parallel with streets shall be designed to meet the requirements of section 120-5.~~

~~(2) The street drainageways shall be shaped, graded and improved in such manner that erosion will be controlled and side slopes will not exceed 4:1 front slope and 3:1 back slope to facilitate safety and maintenance.~~

~~(3) Street and drainage plans submitted shall include notes designating culvert pipe or culvert box size required for future access driveways along such streetside drainageways to comply with design capacity calculations for the various sections thereof. Minimum allowable pipe size shall be 15-inch diameter and culverts shall be located no closer than 26 feet to the centerline of the street.~~

~~(4) In instances where topography or other factors dictate that a streetside drainageway has a vertical depth greater than three feet, measured from top of front slope to flowline, the side slopes must be steeper than allowed above, or where erosion cannot be controlled otherwise, such drainageway shall be lined with concrete or other materials in a manner approved by the city engineer.~~

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~~(5) All cross-drainage structures under rural section streets shall be constructed with approved headwalls or sloped concrete-lined end sections.~~

Sec. 130-151. Streets and alleys; traffic study required; minimum standards of structural design and construction.

All streets and alleys shall have Traffic Impact Study/Analysis and an individual-engineered design for pavement and subgrade based on specific site conditions and the projected traffic load and volumes that meets the then-current edition and supplements thereto, if any, of the American Association of State Highway and Transportation Officials (AASHTO) pavement structures design guide, adopted herein by reference. The requirements below are minimum standards:

(a) *Roadbed soils.* Roadbed soils with a plasticity index (P.I.) of 20 or greater shall not be considered acceptable subgrade material. Such high P.I. material must be stabilized in ~~an approved manner or replaced with a minimum of 18-inch thick approved subbase material.~~a manner approved in writing by the City Engineer. The design engineer shall require soil tests at each apparent change of soil characteristic along the street length or at intervals not exceeding ~~500~~300 feet of street length. In instances where roadbed soil is stabilized or replaced, appropriate laboratory tests shall be performed in a like manner on the new or stabilized material.

(b) *Subgrade.* Acceptable roadbed soils or subbase materials shall be worked a minimum six-inch depth and compacted to a minimum 95 percent Standard Proctor Density to be considered acceptable subgrade for further construction. Prior to testing for subgrade density, a certified independent testing laboratory under the direction of the design engineer shall supervise the proof rolling of the subgrade in accordance with ~~Item 216 of the herein adopted state department of transportation standard specifications.~~TxDOT Standard Specs. Once proof rolling is complete and any required repairs made, the independent testing laboratory shall test for required density with a minimum of one test for each soil type or at a minimum of one test for each ~~500~~300 feet of street length or part thereof.

(c) *Rigid pavement design.* All concrete pavements shall be Class P as defined by TxDOT Standard Specs.

~~(1) *Arterial streets.* Individual design based on projected and assigned traffic volumes by individual study.~~

(1) *Arterial streets.* Over the required subgrade or subbase, the minimum thickness requirement for Portland cement concrete (PCC) pavement shall be eight inches with #3 steel reinforcing bars 24 inches c/c or #4 steel reinforcing bars 36 inches c/c spacing. The concrete pavement shall be properly placed and cured with doweled expansion and construction joints, plus neatly sawed dummy joints at approved spacing. All joints shall be sealed with material approved in writing by the City Engineer and in a timely manner approved in writing by the City Engineer. Any uncontrolled cracks occurring shall be saw cut or routed and properly sealed. The actual placement of the concrete pavement shall be monitored by a certified independent testing laboratory under the direction of the design engineer to ensure that the paving activity complies with TxDOT Standard Specs and the mix design, including slump, concrete temperature, and water/cement ratio. Concrete strength tests will be required at a minimum of one test per each 250 cubic yards or part thereof.

(2) *Collector streets.* Over the required subgrade or subbase, the minimum thickness requirement for Portland cement concrete (PCC) pavement shall be six inches with #3 steel reinforcing bars 24 inches c/c or #4 steel reinforcing bars 36 inches c/c spacing. ~~The concrete shall be designed to produce a 3600 psi nonreinforced compressive beam strength at 28 days.~~ The concrete pavement shall be properly placed and cured with doweled expansion and construction joints, plus neatly sawed dummy joints at approved spacing. All joints to be sealed with material approved ~~material~~ in ~~an approved~~ writing by the City Engineer and in a timely manner approved in writing by the City Engineer. Any uncontrolled cracks occurring shall be saw cut or routed and properly sealed also. The actual placement of the concrete pavement shall be monitored by a certified independent testing laboratory under the direction of the design engineer to ensure that the paving activity complies with ~~the herein adopted state department of transportation standard specifications~~TxDOT Standard Specs and the mix design, including slump,

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concrete temperature and water/cement ratio. Concrete strength tests will be required at a minimum of one test per each 250 cubic yards or part thereof.

(3) *Residential streets.* The minimum standards established for collector streets in subsection (c)(2) of this section shall apply for residential street rigid pavement construction.

(d) *Flexural pavement design – all streets.*

~~(1) *Arterial street.* Individual design based on projected and assigned traffic volumes by individual study.~~

~~(2) *Collector street.*~~

~~a.~~ (1) *Nonstabilized flexible base.* Over the required subgrade or subbase, the minimum thickness requirement for a nonstabilized flexible base course shall be one of the following:

~~1~~a. Pit run gravel shall be eight inches in thickness with a plasticity index (P.I.) of not less than five nor more than 15. It shall meet gradation and all other requirements as listed for a Type B, Grade 3 flexible base material under ~~Item 247 of the adopted standard specifications~~TxDOT Standard Specs.

~~2~~b. Crushed stone shall be six inches in thickness with a meeting gradation and all other requirements as listed for a Type A, Grade 1 flexible base material under ~~Item 247 of the adopted standard specifications. The nonstabilized~~TxDOT Standard Specs. The non-stabilized flexible base material shall be shaped and compacted to a minimum 95 percent Standard Proctor Density and properly primed with an approved asphalt to be considered acceptable for further construction or surfacing. Laboratory density tests shall be performed at adequate intervals to ensure consistent density. The responsible design engineer shall determine appropriate test locations, with a minimum of one test for each ~~500~~300 feet of street length or part thereof.

~~b.~~(2) *Cement Treated Base.* A cement treated base shall be engineered to meet requirements of TxDOT Standard Specs; the thickness of the sub-base must either be a minimum of 8" and a minimum of 40 lbs. of cement per square yard, or as approved in writing by the City Engineer.

(3) *Hot-mix asphaltic concrete (HMAC) flexible base.* Over the required subgrade or subbase, an approved asphalt primer shall be applied, then a minimum thickness of five inches of HMAC flexible base may be applied. The HMAC base shall meet gradation and all other requirements for Type A (coarse-graded base course) or approved equal as listed under ~~Item 340 of the adopted standard specifications.~~ TxDOT Standard Specs.

~~c.~~(4) *Flexible surfacing.* The standard flexible surfacing for arterial and collector streets shall be a minimum thickness of two inches of hot-mix asphaltic concrete (HMAC) meeting the gradation and all other requirements for Type D (fine-graded surface course) or approved equal as listed under ~~Item 340 of the adopted standard specifications.~~

~~d. *Design speed*. The horizontal and vertical alignment shall meet the following minimum design speed as defined in the AASHTO green book:~~

~~1~~TxDOT Standard Specs. ~~Arterial: 50 miles per hour.~~

~~2. Major collector: 35 miles per hour.~~

~~3. Residential and residential collector: 30 miles per hour.~~

~~(3) *Residential and residential collector streets.*~~

~~a. *Nonstabilized flexible base*. The minimum standards set forth in subsection (d)(2)a. of this section shall apply to residential streets when surfaced with 1½ inches hot-mix asphaltic concrete (HMAC) as specified in subsection (d)(3)c. of this section.~~

~~b. *Hot-mix asphaltic concrete (HMAC) flexible base*. The minimum standards set forth in subsection (d)(2)b. of this section shall apply to residential streets when surfaced with 1½ inches of HMAC as specified in subsection (d)(3)c. of this section.~~

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~~c. *Flexible surfacing.*~~ The standard flexible surfacing for residential streets shall be a minimum thickness of 1~~½~~.5 inches of hot-mix asphaltic concrete (HMAC) meeting the gradation and all other requirements for Type D (fine-graded surface course) or approved equal as listed under ~~Item 340 of the adopted standard specifications.~~ TxDOT Standard Specs.

(5) *Design speed*. The horizontal and vertical alignment shall meet the following minimum design speed as defined in the AASHTO "Policy on Geometric Design of Highways and Streets" manual (or "green book"):

a. Arterial: 50 miles per hour.

b. Major collector: 35 miles per hour.

c. Residential and residential collector: 30 miles per hour.

~~d. *Alternate flexural design standard, residential streets.* Should the designer wish to substitute a two- or three-course surface treatment in full conformance to Item 316 or Item 318 of the adopted standard specifications in lieu of the standard 1½ inch HMAC as specified in subsection (d)(3)c. of this section over a nonstabilized flexible base, it will be allowed, provided, a minimum thickness of eight inches of crushed stone base as per subsection (c)(2)a.2. of this section, meeting all other requirements of subsection (d)(3)a. of this section is constructed and that all requirements of subsections (a) and (b) of this section are complied with. The asphalt type, aggregate type and rates of application shall be subject to the approval of the city engineer.~~

Sec. 130-152. Engineering requirements.

(a) Any street constructed within the jurisdiction of this article shall be designed by a qualified professional engineer, duly registered to practice engineering in the state. The engineers signed, sealed plans and specifications, design data and supporting test reports for such street construction shall be submitted to and approved by the City Engineer, prior to start of any construction. Where the construction falls in the city's extraterritorial jurisdiction, a complete set of design data shall be submitted to the appropriate county commissioner for the engineers review and comments, prior to the start of any construction.

(b) As construction proceeds, the design engineer shall submit status reports to the City Engineer, accompanied by appropriate certified test reports, at completion of subbase or subgrade preparation, at completion of flexible base construction where applicable, during flexible surfacing or rigid pavement construction as appropriate. Upon completion of construction of any streets improved hereunder, the design and supervising engineer responsible for the street shall submit one reproducible set of as-built plans, signed, sealed and dated, together with the engineer's signed, sealed, dated statement that the work was performed under the engineer's supervision, that the engineer has inspected same and the construction does conform in all respects to the requirements and provisions of this article. Where construction occurred in the city's extraterritorial jurisdiction, a complete set of as-built data shall be submitted to the appropriate county commissioner.

(c) The City reserves the right to inspect thoroughly all construction improvements that are proposed or intended to be dedicated as public improvements; however, the City's reservation or exercise of a right to inspect shall not relieve nor be construed as relieving the professional engineer of the requirements of subsections (a) and (b) of this section.

Sec. 130-153. Acceptance of completed improvements.

Upon completion of any street constructed under the jurisdiction of this article, the prime contractor responsible for the street construction or the developer of the property shall file with the city, on forms acceptable to the city attorney, a contract guaranteeing the correction or replacement of any or all construction that is found faulty or inadequate in any respect during the 12-month period immediately following completion of construction,

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submission of an as-built plan and acceptance by the City Engineer. Acceptance by the City Engineer shall be in writing following receipt of as-built data and a maintenance contract.

Sec. 130-154. Alternative surety provisions for construction of certain streets.

(a) No building permit, electrical permit or plumbing permit shall be issued by the city for the construction or improvement of any property abutting or adjoining any street where permanent street improvements are constructed or reconstructed within the city under the provisions of this article, unless and until such street fully conforms in all respects with the provisions of this article, except as is provided in subsection (b) of this section.

(b) Building, electrical, plumbing and related development permits may be issued by the city for private development on platted lots abutting a street which has not been fully constructed to comply with subsection (a) of this section, upon the providing of alternate surety in the manner as hereinafter set forth. Notwithstanding the issuance of development permits, final inspection and/or occupancy permits will be withheld, until such street has been completed and does comply as required in subsection (a) of this section.

(1) In order to secure development permits prior to city acceptance of abutting streets, the subdivider or developer of the property shall post performance and payment bonds or an irrevocable letter of credit with the city, in favor of the city and in a form acceptable to the city attorney, in an amount not less than 100 percent of the estimated cost of constructing such abutting streets.

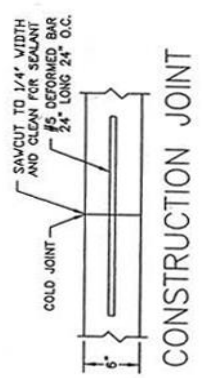
(2) Performance and payment bonds shall be from an approved surety company licensed to do business in the state and shall be so constructed as to guarantee the completion of specified street improvements, to comply with the requirements of this article within the 12-month period immediately following date of issuance, or the surety company will cause satisfactory completion within the following 12-month period.

(3) The irrevocable letter of credit shall be from a national bank, state bank or savings and loan association located in the state and shall be so constructed as to guarantee the completion of specified street improvements to comply with the requirements of this article within the 12-month period immediately following date of issuance, or the city shall have the right to require the institution issuing the letter of credit to immediately pay into an escrow account, in the name of the city, an amount equal to the cost of completing the specified street improvements, as estimated by the city, up to the original total value stated in such letter of credit.

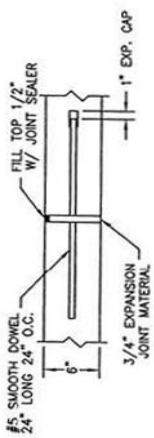
(4) The responsible design engineer employed by the developer shall develop an estimate of cost for the specified street improvements to be covered by the above-required bonds or letter of credit and shall submit a signed, sealed copy of such estimate, together with the plans and specifications for the improvements, for approval by the city engineer prior to submittal of bonds or letter of credit by the developer.

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

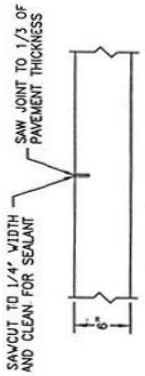
Sec. 130-155. Standard details.



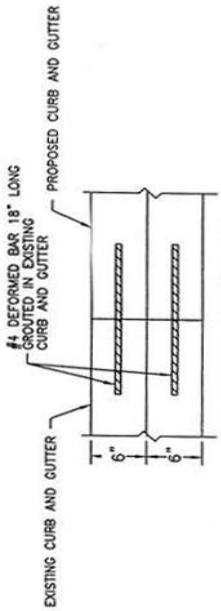
CONSTRUCTION JOINT



EXPANSION JOINT



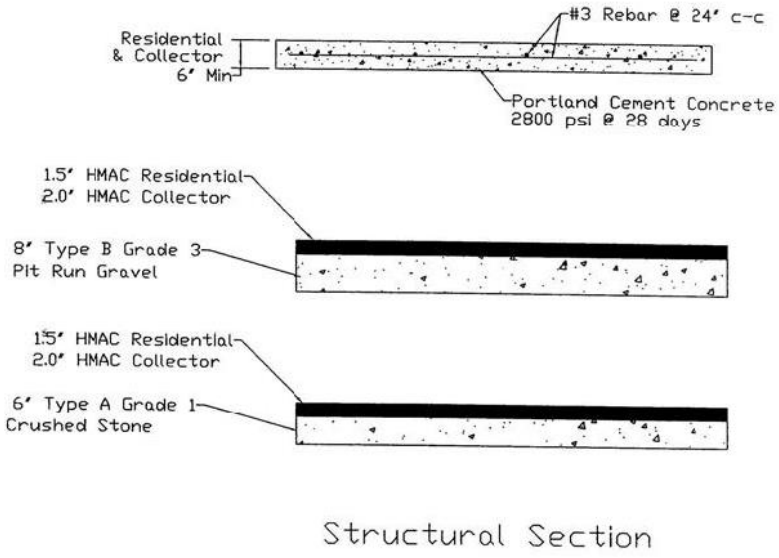
GROOVE JOINT



CURB TIE-IN DETAIL

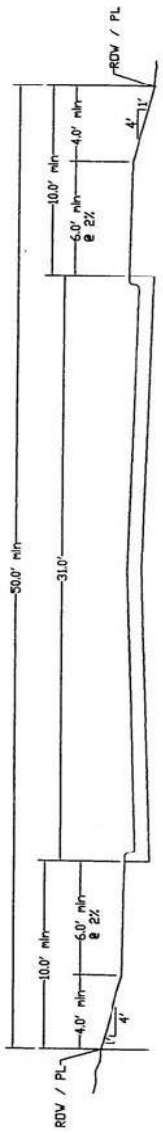
Exhibit "A"

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



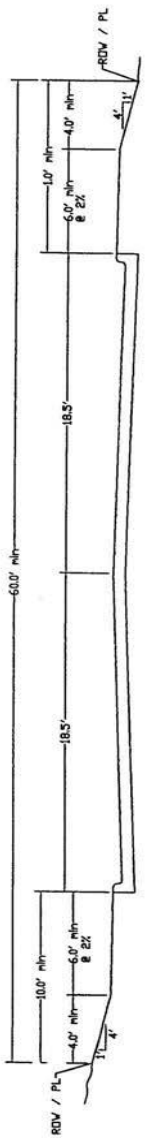
Structural Section

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



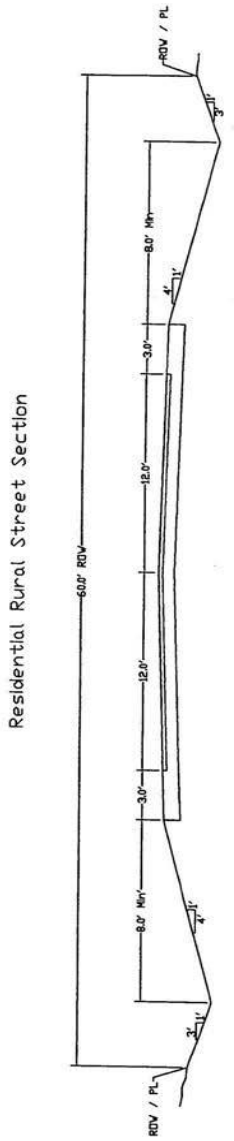
Residential Urban Street Section

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

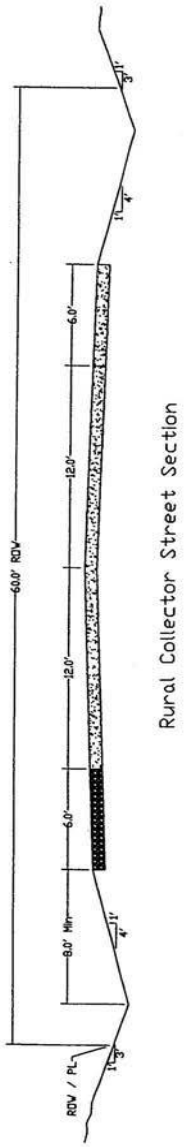


Urban Collector Street Section

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

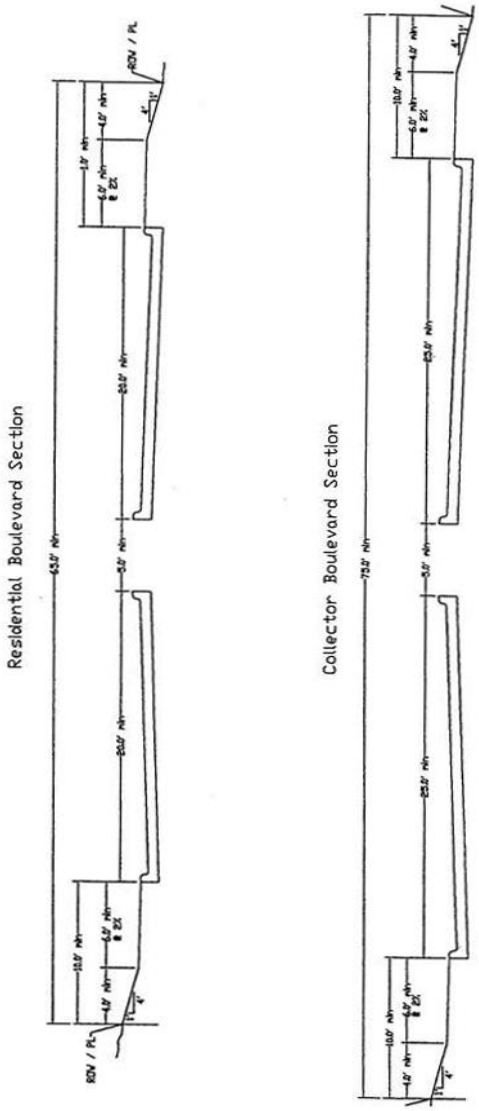


Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



Rural Collector Street Section

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")



~~(Code 1961, § 24-80; Ord. No. 142-06, § 1, 6-26-2006)~~

Attachment: 2023-026 ATTH 04 redline of changes [Revision 1] (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

2023-026 ATTH 05

JOSH R. MORRISS, III

217 W BROAD ST, APT D ◯ TEXARKANA, TEXAS 75501

March 10, 2023

Honorable Mayor and Council Members
City of Texarkana, Texas

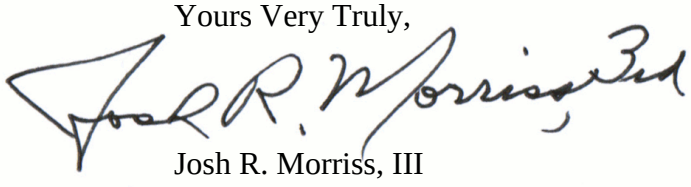
RE: Proposed Updates on Sidewalks in City Ordinances in Sections 130-1- to 130-3

Ladies and Gentlemen:

Please accept this as a letter of support from me and from the three land-owning entities I participate in management for (being Waggoner Creek Crossing, L.P., Waggoner Creek Crossing II, L.P., and the Josh R. Morriss, Jr., Family Limited Partnership) seeking your favorable consideration of the changes to Sections 130-1 to 130-3 in the City Ordinances. Over time I believe, these changes promise more user-friendly and safer neighborhoods and business areas.

Thank you for your service to our community and your consideration.

Yours Very Truly,



Josh R. Morriss, III

Telephone: (903) 244-8526 *E-mail:* joshmorriss3rd@gmail.com

Attachment: 2023-026 ATTH 05-Letter.WCC.WCCII.FLP. to City supporting 2023 changes to sidewalk ordinance (3933 : 2023-026 ORD Amending

PARTNERSHIP FOR THE PATHWAY
BUILDING A TRAIL FOR TWO CITIES

February 22, 2023

Mr. Dusty Henslee
Assistant City Manager
City of Texarkana, Texas
220 Texas Blvd.
Texarkana, Texas 75501

Dear Mr. Henslee,

This is a letter of support for Chapter 130 Streets and Sidewalks, Article 1, Sections 130-1 to 130-3 on behalf of the Partnership for the Pathway.

Our organization has worked for the past 16 years with the City of Texarkana, Texas to build pedestrian and bike trails in Texarkana. The Partnership for the Pathway has provided matching money for grants for the Phillip McDougal Trail, the Texas Tourists Bureau Trail, Sister Damian Trail, and two phases of the Bringle Lake Trail. These sidewalks and shared use trails have helped to make Texarkana not only safer, but much more attractive.

We are very much in favor of this regulation which sets out minimum standards for shared use paths and sidewalks for the City and its citizens. These standards will enable sidewalks and trails to be built as the City grows and develops, thus enabling the pedestrian and bike riders to get to their destinations safely. We have all seen our local pedestrians and bike riders traveling on crowded streets or walking where there were no sidewalks.

This regulation will help to transform Texarkana into a Bike-Pedestrian friendly City which has been badly needed for many years. We urge the passage of this ordinance by the City Council as soon as possible.

Sincerely,

John E. Harrison
Board Member
Partnership for the Pathway

Julie-Ray Harrison
Board Member
Partnership for the Pathway

Attachment: 2023-026 ATTH 06 PatnershipforPathway Letter of Support (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

City of Texarkana, Texas

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2023-026 Goals & Perspectives (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

Publish

ORDINANCE NO. 2023-026

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 130 ("STREETS AND SIDEWALKS") OF THE LAND DEVELOPMENT CODE; AMENDING THE MASTER FEE LIST FOR CHAPTER 130 LICENSE AND PERMIT FEES; CONTAINING REPEALER AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, Chapter 130 of the Land Development Code regulates the City's streets and sidewalks, rental charges not otherwise governed by state or federal law, excavations, access driveways, and street improvement standards; and

WHEREAS, the Public Works Department recommends amending Chapter 130 as set out in the attached **ATTH 01** and also amending the City's Master Fee list for additions and revisions to the permit and license fees addressed in Chapter 130 as set out in the attached **ATTH 02**; and

WHEREAS, the City Council finds and determines that the revisions to Chapter 130, as proposed by the Public Works department and the additions and revisions to the permit and license fees as set forth in this ordinance, are reasonable and in the best interests of the City.

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

SECTION 1: Chapter 130 of the Land Development Code of the City of Texarkana, Texas, shall be amended in its entirety by replacing the existing provisions with the content set out in the attached **ATTH 01**, incorporated herein by reference for all purposes.

SECTION 2: The Master Fee list is hereby amended to add, or revise fees set out in the attached **ATTH 02**, incorporated herein by reference for all purposes. The Master Fee list shall also be amended to update the relocation of the Public Works Department to City Hall.

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

SECTION 4: 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: 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.

Attachment: 2023-026 ORD amd. ch. 130 Strts Sidewalks signed (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

Publish

SECTION 6: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 7: 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 **13th day of March, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:38 p.m.

Attachment: 2023-026 ORD amd. ch. 130 Strts Sidewalks signed (3933 : 2023-026 ORD Amending Chapter 130 "Streets and Sidewalks")

Service/Permit	FY23 Rate	Per Unit	Other Information
License to encumber ROW - Surface, subsurface, air space, bldg encroachment *130-5(d) but not CBD sidewalks* *Combines master fee list items 275, 278, 279*	10% FMV	Per square foot	Fair market value per square foot cost is a one-time fee. License fee minimum $200.
License to encumber ROW - Ornamental device; and Downtown CBD public sidewalk *Sidewalk encumbrance 130-5(d)(1-a) CBD only and ornamental 130-5(e)(3) combines master fee list Items 280 + 281*	$100	Per request	This is a one-time fee.
Ground-level license to encumber ROW, sign only *master fee list item 276*	$10.00	Per each encumbrance	<blank space on fee list>

130-80 excavation fees

Service/Permit	FY23 Rate	Per Unit	Other Information
Excavation, asphalt (streets, alleys, trails)	$50.00 fee AND cost of asphalt needed for street cut + 15%	Per request	Permit invalid (7) business days following issuance
Excavation, concrete (streets, alleys, sidewalks)	$50.00	Per request	Permit invalid (7) business days following issuance

Attachment: 2023-026 ORD amd. ch. 130 Strts Sidewalks signed (3933 : 2023-026 ORD Amending Chapter