CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MARCH 14, 2022

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	
Bill Harp	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Vicky Coopwood, Jennifer Evans, Mashell Daniel, Karey Parker, J. W. Bramlett, Kristin Peeples, Keith Beason, Robby Robertson, Brandon Uselton, Vashil Fernandez, Lisa Thompson, and Dustin Henslee.

Legal Council: 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 28, 2022 at 6:00 p.m.
Monday, April 11, 2022 at 6:00 p.m.
Monday, April 25, 2022 at 6:00 p.m.

Parks & Recreation Events

March 19th - 20th	FASA Softball Tournament	Karrh Park
March 24th - 26th	Huggins Baseball Tournament	Spring Lake Park
March 26th	TSA Soccer League begins	Wallace Park
March 28th	TYSA Softball League begins	Karrh Park
March 28th	Dixie Baseball League begins	Spring Lake Park
April 2nd - 3rd	P2A Baseball Tournament	Spring Lake Park

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

An event was held this past Friday to celebrate the 65th birthday of Buddy McCullough and to recognize the 75th anniversary of Wholesale Electric Supply. Buddy is the CEO of the company that was founded by his late father, Amos McCullough. The company now operates throughout the country.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Consideration of appointing members to the TXK150 Committee for the purpose of planning the "Sesquicentennial Celebration" for the 150th anniversary of Texarkana.

Mayor Bruggeman appointed Keith Beason, Hon. Josh Morris, Fred Norton, Esq., Robin Rogers, Ed. D., and Chris Thomas to the TXK150 Committee.

Motion to confirm Mayoral appointments.

(6:08 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:11 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 28, 2022 at 6:00 PM.

2. Resolution No. 2022-021 authorizing the City Manager to execute a five-year (5) contract with Petroleum Traders Corporation of Fort Wayne, Indiana, in an amount not to exceed $574,651, with funds budgeted in the Fleet Service Fund (Fund 703), to supply fuel for all city vehicles and equipment.

   Public Hearing:
   Council Vote: March 14, 2022

3. Resolution No. 2022-022 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft licenses and authorizing the City Manager to negotiate a final Enterprise Agreement, at a total cost, with budgeted funds, not to exceed $155,814.84, with the Texas portion being $95,483.33, over a three-year (3) period.

   Public Hearing:
   Council Vote: March 14, 2022

Action Items

[There were no Action Items]

VII. FIRST BRIEFINGS

1. Joint Resolution No. 2022-007 ending all historical water arbitration issues between Texarkana, Texas, and Texarkana, Arkansas.

   Public Hearing:
   Council Vote: March 28, 2022

   City Manager David Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/28/2022 6:00 PM**

2. Ordinance No. 2022-023 amending the City's Traffic Register to establish maximum speed limits of motor vehicles upon certain sections of U.S. Highways 59/71 [North State Line Avenue].

   Public Hearing: March 28, 2022
   Council Vote: March 28, 2022

   Dustin Henslee briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/28/2022 6:00 PM**

3. Resolution No. 2022-024 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternatives Set-Aside "TA" program for the College Drive Bicycle and Pedestrian Improvements Project.

   Public Hearing: March 28, 2022
   Council Vote: March 28, 2022

   Vashil Fernandez briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/28/2022 6:00 PM**

4. Resolution No. 2022-025 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternatives Set-Aside "TA" program for the N. Robison Road Pedestrian Improvement Project.

   Public Hearing: March 28, 2022
   Council Vote: March 28, 2022

   Vashil Fernandez briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/28/2022 6:00 PM**

VIII. PUBLIC HEARINGS

1. Ordinance No. 2022-019 rezoning a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road from Single Family-2 to Multiple Family-2. Ricky Falcon, Dreams R Us Properties TASC, owner.

   Public Hearing: March 14, 2022
   Council Vote: March 14, 2022

   Ricky Falcon, owner of the property, offered to answer questions.
   (6:19 p.m.)

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

2. Ordinance No. 2022-020 approving an amendment to PD-02-13 (GR) for site plan approval on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place. Brad Meador with 2B Builders, owner.

Public Hearing: March 14, 2022
Council Vote: March 14, 2022

There were no public comments made at this hearing.
(6:21 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

IX. CITY MANAGER'S REPORT

FY 23 Budget Process
Our budget process will start this year in April and May to better forecast revenue/expenses that may require budgetary changes. This will also involve Council's consideration for an earlier appointment of a Budget Advisory Committee.

Redistricting Process Update
We have heard from Bob Heath with Bickerstaff, Heath, Delgado and Acosta and a proposed new voting map is ready for the Council's review. There will be a work lunch session on March 28th from 12:00 - 1:00.

TIFMAS (Texas Intrastate Fire Mutual Aid System) New Truck and Deployment
We have added a new truck to our TTFD fleet as part of our participation in TIFMAS (Texas Infrastructure Fire Mutual Aid System). It will be used on TIFMAS missions and as a backup locally. The truck has already been used on two missions to West Texas. Missions are fully reimbursable to the City for staff and any overtime as a result of positions that must be backfilled.

Save The Date
Reminder that the "State of the City Address" will be March 29th at 7:45 a.m. at First Methodist Church, Texarkana, Arkansas.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Councilmember Matlock asked for an update on the neighborhood clean-ups.

   Councilmember Hart inquired about how the neighborhood clean-up was being publicized to the community.

2. City Staff - Beverly Community Center update

   City Manager David Orr gave a brief timeline regarding renovations of the Beverly Community Center and it's progress.

   Kristi Kendrick, Amachi Vision Corps, Incorporated, provided information on fundraising activities and events.

   Dr. Scott Mooty, professor at Texas A&M University Texarkana, presented business plans developed by his students for the Beverly Community Center.

XI. ADJOURNMENT

XII. Motion to Adjourn

A motion was made to adjourn the meeting.
(6:43 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

Vicky Coopwood
Asst. City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • FEBRUARY 28, 2022

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	
Bill Harp	Ward 5	Present	
Jay Davis	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Kristin Peeples, Vashil Fernandez, Mashell Daniel, Dusty Henslee, J.W. Bramlett, Keith Beason, Karey Parker, Sherry Jackson Hawkins, and Lisa Thompson.

Legal Counsel: Jeff Lewis.

II. INVOCATION BY MAYOR BOB BRUGGEMAN AND PLEDGE LED BY BOY SCOUTS TROOP 86

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, March 14, 2022 at 6:00 p.m.
Monday, March 28, 2022 at 6:00 p.m.

Parks & Recreation Events

March 5 - 6	P2A Baseball Tournament	Spring Lake Park
March 12 - 13	NCS Baseball Tournament	Spring Lake Park

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

Arbor Day Tree Giveaway

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

The 8th annual **Arbor Day Tree Giveaway** will be a special drive-thru event again this year. It will be held at Spring Lake Park across from the Rotary Splash Pad on March 5th at 9:00 a.m. while supplies last. Contributing sponsors include Texas A&M Forest Service, Master Gardeners of Bowie and Miller counties, and Partnership for the Pathway.

Tuesday, March 1st is **Primary Election Day** in Texas. All citizens who are registered voters were encouraged to cast their ballots!

On Friday, February 25th, the Homeless Coalition hosted a Disney themed "**Chili Cook Off**" in downtown Texarkana, Arkansas. It was a great event attended by both city managers and Council Member Matlock.

Students at **Morriss Elementary School** have been studying city government and the role of "Mayor of the City". Mayor Bruggeman received several letters from second grade students expressing their wishes, current and future, for things they would like to see in Texarkana, Texas. He shared many heartfelt comments and some very comical requests from various students.

He thanked their teachers Ms. McCloskey, Ms. Foster, and Ms. Duke for the privilege of being a part of their classroom education spotlighting officials in city government.

IV. SPECIAL RECOGNITION - LES MINOR - TEXARKANA GAZETTE

Les Minor has been a long-time employee of the Texarkana Gazette. He is retiring from his current position as Editor after working over 35 years at the newspaper. Witnessing drastic changes over the years in Texarkana has not made reporting the news always the easiest job, but he was very grateful to be a public servant in the community.

In his words, he said the newspaper "helps the community have a conversation with itself". He thanked the City Council and all who have given him support throughout his time and service.

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.

Kristi Kendricks expressed concerns about the Beverly Community Center which included not having the center open and operational to serve the neighborhood residents and youth.

Ayshe Sozen spoke in support of reopening the Beverly Community Center as she remembers the benefit her children gained from going to the center when it was a functioning facility in the past.

Aylin Sozen voiced her feelings stating that because the Beverly Community Center is located in an economically disadvantaged area of the city, it is overlooked when it comes

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

to revitalization efforts that would greatly enhance and support the current neighborhood residents and families.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:33 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on February 14, 2022 at 6:00 PM.

2. Ordinance No. 2022-017 amending the budget to establish the Police Department Youth Outreach Program Fund (Fund 602) and adding revenue and expenditures of FIFTY THOUSAND DOLLARS ($50,000).

   Public Hearing:
   Council Vote: February 28, 2022

Action Items

3. Resolution No. 2022-006 amending the Purchasing Policy Manual for the City of Texarkana, Texas.

   Public Hearing:
   Council Vote: February 28, 2022

(6:34 p.m.)

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

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

VIII. FIRST BRIEFINGS

1. Ordinance No. 2022-019 rezoning a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road from Single Family-2 to Multiple Family-2. Ricky Falcon, Dreams R Us Properties TASC, owner.

   Public Hearing: March 14, 2022
   Council Vote: March 14, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/14/2022 6:00 PM**

2. Ordinance No. 2022-020 approving an amendment to PD-02-13 (GR) for site plan approval on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place. Brad Meador with 2B Builders, owner.

   Public Hearing: March 14, 2022
   Council Vote: March 14, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 3/14/2022 6:00 PM**

IX. PUBLIC HEARINGS

1. Resolution No. 2022-013 adopting criteria for use in the decennial redistricting process.

   Public Hearing: February 28, 2022
   Council Vote: February 28, 2022

   There were no public comments made at this hearing.
   (6:38 p.m.)

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

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

2. Resolution No. 2022-012 establishing mandatory guidelines for persons submitting specific redistricting proposals and for requiring written comments.

Public Hearing: February 28, 2022
Council Vote: February 28, 2022

There were no public comments made at this hearing.
(6:39 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Page, Ward 4
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

3. Ordinance No. 2022-018 approving the voluntary annexation of an 11.376 acre tract in the J. S. Warsden HRS A-745, J. A. Talbot HRS A-564, and George Brinlee HRS A-18, also known as Deaton Place Subdivision, to the city limits of Texarkana, Bowie County, Texas. Aven Williamson Construction, Inc., owner, Kayla Wood, MTG Engineers & Surveyors, agent.

Public Hearing: February 28, 2022
Council Vote: February 28, 2022

Mashell Daniel briefed this agenda item. There were no public comments made at this hearing.
(6:43 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

X. CITY MANAGER'S REPORT

Texarkana, USA Citywide Monthly Cleanups
Texarkana, Texas, is partnering with Texarkana, Arkansas, beginning Saturday, March 5th and continuing the first Saturday of each month to provide dumpsters at various locations throughout both cities to encourage neighborhood cleanups. For Texarkana, Texas, residents, an additional option will be provided for a bulk waste items dumpster available at the Waste

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

Management facility at 2708 W. 7th St. from 8:00 a.m.-12:00 p.m. Residents were reminded that curbside bulk waste is still available up to one cubic yard weekly.

TIFMAS (Texas Intrastate Fire Mutual Aid System) Deployment
The city's Fire Deparment was asked to help staff one of three strike teams being deployed to the panhandle area in anticipation of a wildfire outbreak last week. The crew included Assistant Fire Chief Chris Black and Deputy Fire Marshal Chuck Weerts with Brush 5. Both employees came home safely last Friday.

Opioid Settlements with Endo & Teva Pharmaceuticals
The City was recently notified of two additional settlements by the Texas Attorney General's Office with Endo & Teva Pharmaceuticals. Both settlements are related to Resolution No. 2021-091 and the Texas Term Sheet that was approved by Council. The Texarkana Texas portion of the settlement is still estimated at $192,094, however, that could increase as more companies sign on.

Additional information and documents regarding the settlement can be found on the settlement website at: https://www.texasattorneygeneral.gov/globalopioidsettlement <https://protect-us.mimecast.com/s/-3miCo2KnkFrjONwH1ze5M?domain=texasattorneygeneral.gov>

XI. ADMINISTRATIVE COMMENTS

1. City Council

   The Mayor congratulated Jennifer Evans for obtaining her first recertification diploma from the Texas Municipal Clerks Association last month. This certificate, required by Local Government Code 22.074(e), allows her to keep the Texas Municipal Registered Clerk designation.

   Council Member Davis also thanked Ms. Evans for her continuous administrative support she provides for all the council members.

   The Mayor thanked the boy scouts group and their troop leaders for attending and participating in the meeting.

2. City Staff

   Staff had no administrative comments for council.

XII. ADJOURNMENT

Vicky Coopwood
Asst. City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

Minutes Acceptance: Minutes of Feb 28, 2022 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/8/2022 12:29 PM

Lead Department: Public Works Department **Action Officer:** Amanda Freeland,

Subject: Resolution No. 2022-021 authorizing the City Manager to execute a five-year (5) contract with Petroleum Traders Corporation of Fort Wayne, Indiana, in an amount not to exceed $574,651, with funds budgeted in the Fleet Service Fund (Fund 703), to supply fuel for all city vehicles and equipment.

Briefing: 3/14/2022 **Public Hearing:** **Council Vote:** 3/14/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:
Date of Invitation for Bid (IFB 22-0000-03) posted on website: January 28, 2022
Dates published in Texarkana Gazette: January 30, 2022, and February 06, 2022
Opened Bids: February 24, 2022
Bids received: Red River Oil Company; TAC Energy; and Petroleum Traders Corporation
Lowest Responsive Bidder: Petroleum Traders Corporation; See EXH "A"
Budget: Funds currently budgeted in the FY 2022 Fleet Service Fund (Fund 703) budget
Policy Exceptions: None
Scope of Work: Providing Fuel Supply for our Fleet Services Department for usage to all City vehicles and/ or equipment. one (1) year Contract with four (4) additional one (1) year renewal options.

Potential Options:
- Approve CM to enter into Contract
- Not approve CM to enter into Contract

Fiscal Implications:
Funds currently budgeted in the FY 2022 Fleet Service Fund (Fund 703) budget

Staff Recommendation:
Staff recommends approval

Advisory Board/Committee Review:
NONE

Board/Committee Recommendation:
NONE

Advisory Board/Committee Meeting Date and Minutes:
NOT APPLICABLE

Attachments

a. 2022-021 RES Fuel Contract (DOCX)
b. 2022-021 EXH 'A' Bid Tab (PDF)
c. 2022-021 Goals & Perspectives (DOCX)
d. 2022-021 RES Fuel contract Petroleum Traders signed (PDF)

Staff Coordination

Public Works Department	Amanda Freeland	Reviewer	Completed	03/01/2022 10:13 AM
Public Works Department	Dusty Henslee	Department Head Review	Completed	03/03/2022 8:03 AM
Finance Department	Kristin Peeples	Review	Completed	03/03/2022 8:32 AM
City Manager	David Orr	City Manager Review	Completed	03/10/2022 2:58 PM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PETROLEUM TRADERS CORPORATION OF FORT WAYNE, INDIANA, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS ($574,651), WITH FUNDS BUDGETED IN THE FLEET SERVICE FUND (FUND 703); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City sent out an Invitation for Bid for a third party to provide Fleet Services' fuel. This fuel is utilized for all City vehicles and equipment; and

WHEREAS, on February 24, 2022, three (3) bids were received and Petroleum Traders Corporation of Fort Wayne, Indiana, submitted the lowest and most responsible bid summarized on the Bid Tab Sheet as **Exhibit "A"**; and

WHEREAS, the yearly estimated cost of **$574,651** is budgeted in the Fleet Service Fund (Fund 703).

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

SECTION 1: The best value proposal for the new fuel contract for the City's Fleet Services is hereby declared to be Petroleum Traders Corporation of Fort Wayne, Indiana.

SECTION 2: The City Manager be and is hereby authorized to execute a one (1) year contract with four (4) additional one (1) year renewal options with Petroleum Traders Corporation of Fort Wayne, Indiana.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of March, 2022**.

ATTEST:

_____ _____

VICKY COOPWOOD, ASST. CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-021 RES Fuel Contract (3645 : 2022-021 RES Fuel Contract)

Exhibit A

Bid Tabulation for Fuel Contract

Thursday, February 24, 2022

#22-0000-03

10:00 AM

Item #	Description	Qty.	U/M	Red River Oil Co. 700 Plum St. Texarkana, TX 75501 Posted Terminal Price (Diesel) $ 2.7465 Vendor's Constant is (Diesel) $ 0.3010 Posted Terminal Price (Unleaded) $ 2.4457 Vendor's Constant is (Unleaded) $ 0.2950		TAC Energy 701 S. Robison Rd. Texarkana, TX 75501 Posted Terminal Price (Diesel) $ 2.9158 Vendor's Constant is (Diesel) $ 0.255643 Posted Terminal Price (Unleaded) $ 2.5792 Vendor's Constant is (Unleaded) $ 0.255429		Petroleum Traders Corp. 7120 Pointe Inverness Way Ft. Wayne, IN 46804 Posted Terminal Price (Diesel) $ 2.7425 Vendor's Constant is (Diesel) $ 0.2381 Posted Terminal Price (Unleaded) $ 2.4457 Vendor's Constant is (Unleaded) $ 0.2379	
				Selling Price	Total	Selling Price	Total	Selling Price	Total
1	Diesel Fuel, Non-Bio Clear (Motor Fuel), Selling Price; shall include State tax only.	35,000	GAL	$3.0475	$106,662.50	$3.0491	$106,718.50	$3.0006	$105,0
2	Unleaded Gasoline, E10 (Motor Gasoline), Selling Price; shall include State tax only.	175,000	GAL	$2.7407	$479,622.50	$2.7343	$478,502.50	$2.6836	$469,6
	TOTAL				$586,285.00		$585,221.00		$574,651.00

Attachment: 2022-021 EXH 'A' Bid Tab (3645 : 2022-021 RES Fuel Contract)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-021 Goals & Perspectives (3645 : 2022-021 RES Fuel Contract)

RESOLUTION NO. 2022-021

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH PETROLEUM TRADERS CORPORATION OF FORT WAYNE, INDIANA, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED SEVENTY-FOUR THOUSAND SIX HUNDRED FIFTY-ONE DOLLARS ($574,651), WITH FUNDS BUDGETED IN THE FLEET SERVICE FUND (FUND 703); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City sent out an Invitation for Bid for a third party to provide Fleet Services' fuel. This fuel is utilized for all City vehicles and equipment; and

WHEREAS, on February 24, 2022, three (3) bids were received and Petroleum Traders Corporation of Fort Wayne, Indiana, submitted the lowest and most responsible bid summarized on the Bid Tab Sheet as **Exhibit "A"**; and

WHEREAS, the yearly estimated cost of **$574,651** is budgeted in the Fleet Service Fund (Fund 703).

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

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of March, 2022**.

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-021 RES Fuel contract Petroleum Traders signed (3645 : 2022-021 RES Fuel Contract)

2022-021 EXH 'A'

Exhibit A

Bid Tabulation
for
Fuel Contract

Thursday, February 24, 2022

#22-0000-03
10:00 AM

Item #	Description	Qty.	U/M	Red River Oil Co. 700 Plum St. Texarkana, TX 75501 Posted Terminal Price (Diesel) $ 2.7465 Vendor's Constant is (Diesel) $ 0.3010 Posted Terminal Price (Unleaded) $ 2.4457 Vendor's Constant is (Unleaded) $ 0.2950		TAC Energy 701 S. Robison Rd. Texarkana, TX 75501 Posted Terminal Price (Diesel) $ 2.9158 Vendor's Constant is (Diesel) $ 0.255643 Posted Terminal Price (Unleaded) $ 2.5792 Vendor's Constant is (Unleaded) $ 0.255429		Petroleum Traders Corp. 7120 Pointe Inverness Way Ft. Wayne, IN 46804 Posted Terminal Price (Diesel) $ 2.7425 Vendor's Constant is (Diesel) $ 0.2381 Posted Terminal Price (Unleaded) $ 2.4457 Vendor's Constant is (Unleaded) $ 0.2379	
				Selling Price	Total	Selling Price	Total	Selling Price	Total
1	Diesel Fuel, Non-Bio Clear (Motor Fuel), Selling Price; shall include State tax only.	35,000	GAL	$3.0475	$106,662.50	$3.0491	$106,718.50	$3.0006	$105,021
2	Unleaded Gasoline, E10 (Motor Gasoline), Selling Price; shall include State tax only.	175,000	GAL	$2.7407	$479,622.50	$2.7343	$478,502.50	$2.6836	$469,630
	TOTAL				$586,285.00		$585,221.00		$574,651.00

Attachment: 2022-021 RES Fuel contract Petroleum Traders signed (3645 : 2022-021 RES Fuel Contract)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/11/2022 11:00 AM

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

Subject: Resolution No. 2022-022 authorizing the City Manager to accept an Enterprise Agreement proposal from SHI Government Solutions of Austin, Texas, for Microsoft licenses and authorizing the City Manager to negotiate a final Enterprise Agreement, at a total cost, with budgeted funds, not to exceed $155,814.84, with the Texas portion being $95,483.33, over a three-year (3) period.

Briefing: 3/14/2022 **Public Hearing:** **Council Vote:** 3/14/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

A 3-year agreement renewal between the Texarkana Water Utilities and SHI Government Solutions for the purchase of Microsoft Enterprise Licensing at the State DIR price totaling $155,814.84 over a three year period with three payments of $51,938.28, with the Texas portion being $31,827.77 each year. Utilizing an Enterprise agreement to purchase the necessary Microsoft Licensure will ensure consistency of Microsoft products access the Utility.

Potential Options:

- None
-

Fiscal Implications:

Funds are budgeted in the TWU Technology Fund.

Staff Recommendation:

Staff Recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

a. 2022-022 RES TWU Microsoft Enterprise Agreement (DOCX)
b. 2022-022 EXH 'A' SHI Quote-21643758 (PDF)
c. 2022-022 Goals & Perspectives (DOCX)
d. 2022-022 RES TWU Microsoft agmt signed (PDF)

Staff Coordination

Information Technology	Brandon Uselton	Department Head Review	Completed	03/10/2022 2:42 PM
Water Utilities	Gary Smith	Review	Completed	03/10/2022 5:10 PM
Finance Department	Jennifer Evans	Finance Review	Skipped	03/09/2022 1:06 PM
TWU Finance	Jennifer Evans	TWU Finance Review	Skipped	03/11/2022 9:26 AM
City Manager	David Orr	City Manager Review	Completed	03/11/2022 10:39 AM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED $155,814.84; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests software licenses for its computer systems; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, SHI Government Solutions of Austin, Texas, is an authorized Texas DIR vendor (Contract DIR-TSO-4092) for Microsoft Volume Licensing Programs; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit "A";** and

WHEREAS, the Texarkana Water Utilities will receive the Enterprise Agreement documentation from Microsoft; and

WHEREAS, the proposed Enterprise Agreement, from SHI Government Solutions of Austin, Texas, is proposed for a term of three (3) years and will be paid in annual payments of an amount not to exceed $51,938.28, with the Texas portion being $31,827.77, per year for a total cost not to exceed $155,814.84 in a three-year term; and

WHEREAS, the funds for the first-year payment have been appropriated in the Texarkana Water Utility's Technology Fund with funds for future payments anticipated to be appropriated in the same fund.

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

SECTION 1: The City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, Texas, for software licensing over a three (3) year period that will be at an amount not to exceed $51,938.28, with the Texas portion being $31,827.77, per year for a total cost not to exceed $155.814.84.

Attachment: 2022-022 RES TWU Microsoft Enterprise Agreement (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

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 **14th day of March, 2022.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2022-022 RES TWU Microsoft Enterprise Agreement (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

Pricing Proposal
Quotation #: 21643758
Created On: 2/22/2022
Valid Until: 3/18/2022

Texarkana Water Utilities

Brandon Uselton
808 Olive Street
STE A
Texarkana, TX
United States
Phone: (903) 799 0287
Fax:
Email: brandonu@txkusa.org

Senior Inside Account Manager

Jeff Rosen
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	25	$237.72	$5,943.00
2	O365GCCE3fromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11924 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	96	$202.32	$19,422.72
3	VisioPlan2GCC ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: P3U-00001 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	7	$138.48	$969.36
4	ECALBridgeO365 ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12428 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	13	$37.92	$492.96
5	ECALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr Microsoft - Part#: AAA-12436 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	108	$33.12	$3,576.96
6	WINENTperDVC ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	96	$45.84	$4,400.64

Attachment: 2022-022 EXH 'A' SHI Quote-21643758 (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

7	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	8	$576.29	$4,610.32
8	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	64	$124.43	$7,963.52
9	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2022 – 1/31/2023	232	$19.65	$4,558.80
			Subtotal	$51,938.28
			Shipping	$0.00
			Total	$51,938.28

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: 2022-022 EXH 'A' SHI Quote-21643758 (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-022 Goals & Perspectives (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

RESOLUTION NO. 2022-022

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED $155,814.84; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests software licenses for its computer systems; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, SHI Government Solutions of Austin, Texas, is an authorized Texas DIR vendor (Contract DIR-TSO-4092) for Microsoft Volume Licensing Programs; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit "A";** and

WHEREAS, the Texarkana Water Utilities will receive the Enterprise Agreement documentation from Microsoft; and

WHEREAS, the proposed Enterprise Agreement, from SHI Government Solutions of Austin, Texas, is proposed for a term of three (3) years and will be paid in annual payments of an amount not to exceed $51,938.28, with the Texas portion being $31,827.77, per year for a total cost not to exceed $155,814.84 in a three-year term; and

WHEREAS, the funds for the first-year payment have been appropriated in the Texarkana Water Utility's Technology Fund with funds for future payments anticipated to be appropriated in the same fund.

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

SECTION 1: The City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, Texas, for software licensing over a three (3) year period that will be at an amount not to exceed $51,938.28, with the Texas portion being $31,827.77, per year for a total cost not to exceed $155.814.84.

Attachment: 2022-022 RES TWU Microsoft agmt signed (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

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 **14th day of March, 2022.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-022 RES TWU Microsoft agmt signed (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

2022-022 EXH 'A'

SHI | GS

Pricing Proposal
Quotation #: 21643758
Created On: 2/22/2022
Valid Until: 3/18/2022

Texarkana Water Utilities

Brandon Uselton
808 Olive Street
STE A
Texarkana, TX
United States
Phone: (903) 799 0287
Fax:
Email: brandonu@txkusa.org

Senior Inside Account Manager

Jeff Rosen
3828 Pecana Trail
Austin, TX 78749
Phone: 800-870-6079 ext 8686150
Fax: (512)732-0232
Email: Jeff_Rosen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
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			Subtotal	$51,938.28
			Shipping	$0.00
			Total	$51,938.28

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: 2022-022 RES TWU Microsoft agmt signed (3646 : 2022-022 RES TWU Microsoft Enterprise Agreement)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/24/2022 3:43 PM

Lead Department: City Manager **Action Officer:** David Orr, City Manager

Subject: Joint Resolution No. 2022-007 ending all historical water arbitration issues between Texarkana, Texas, and Texarkana, Arkansas.

Briefing: 3/28/2022 **Public Hearing:** **Council Vote:** 3/28/2022

Item Schedule

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

Updates/History of Briefing:

The federal court opinion and order issued July 6, 2012, ordered certain disputes to arbitration and also ruled that certain disputes were not arbitrable.

The issues ordered to arbitration included a dispute raised by Texarkana, Arkansas, that the sale and distribution of treated water from Millwood Reservoir to Texas users outside the City of Texarkana, Texas, did not have the approval of the City of Texarkana, Arkansas and Southwest Arkansas Water District.

The court also ordered to arbitration the corresponding dispute from Texarkana, Texas, that the Millwood contract provided for title to water purchased under the contract passing to Texarkana, Texas, at the point of delivery, and that the dispute of Texarkana, Arkansas, restricts the title to water purchased and delivered under the contract.

Other disputes ordered to arbitration include overpayments made by Texarkana, Texas on share of bonded indebtedness under the Millwood contract and overpayments on funding allocations for fiscal years 2001 through 2009.

Executive Summary and Background Information:

Proposed Joint Resolution Ending Disputes

- Texarkana, Texas acknowledges that the treated water systems of the two Cities are interconnected; water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with water from Lake Wright Patman and sold to all purchasers, including municipalities, who have contracted with either Texarkana, Arkansas, or Texarkana, Texas.

- Texarkana, Arkansas, reaffirms its express approval for cities and customers currently being served by Texarkana, Texas, to also receive treated water from Millwood Reservoir under the Millwood contract, and reaffirms that title to all supplied water purchased by Texarkana, Texas, under the Millwood contract passes to Texarkana, Texas, at the point of delivery.

- Both cities declare that the joint resolution ends all disputes ordered to arbitration.

- This resolution also commends the Cities' respective city managers for their collaborative consultation on matters of bi-city public welfare and interest and directs them to develop both short-term and long-term bi-city goals on all matters pertaining to water.

Potential Options:

- Approve
- Deny

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. 2022-007 JT. RES Resolving All Water Arbitration Issues (DOCX)
b. 2022-007 ATTH 01 ARK Reso. 2022-23 (PDF)
c. 2022-007 Goals & Perspectives (DOCX)
d. 2022-007 RES Resolving all water arbitration issues signed (PDF)

Staff Coordination

City Manager	David Orr	Department Head Review	Completed	03/03/2022 4:41 PM
City Attorney	Jeffery C. Lewis	City Attorney Review	Completed	03/10/2022 1:20 PM
City Manager	David Orr	City Manager Review	Completed	03/10/2022 1:59 PM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

Texarkana, Arkansas: Resolution No. _____

Texarkana, Texas: Resolution No. 2022-007

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REAFFIRMING THE EXPRESS APPROVAL OF THE BOARD OF DIRECTORS UNDER THE 1985 MILLWOOD CONTRACT FOR CITIES AND CUSTOMERS SERVED BY TEXARKANA, TEXAS, TO ALSO RECEIVE TREATED WATER FROM MILLWOOD RESERVOIR; REAFFIRMING THAT TITLE TO ALL SUPPLIED WATER PURCHASED BY TEXARKANA, TEXAS, FROM TEXKARKANA, ARKANSAS, UNDER THE 1985 MILLWOOD CONTRACT PASSES TO TEXARKANA, TEXAS, AT THE POINT OF DELIVERY; RESOLVING ALL MATTERS UNDER THE 1985 MILLWOOD CONTRACT ORDERED TO ARBITRATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, have for decades contracted for provision of treated water from Lake Wright Patman; and

WHEREAS, in 1985, the Cities contracted with each other for provision of treated water from Millwood Reservoir in an Amended and Restated Water System Agreement ("the 1985 Millwood Contract"); and

WHEREAS, with the water systems of the two Cities being interconnected, water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with water from Lake Wright Patman and sold to all purchasers, including municipalities, who have contracted with either Texarkana, Arkansas, or Texarkana, Texas; and

WHEREAS, the Cities desire to reaffirm particular provisions in the 1985 Millwood Contract and, in so doing, resolve legal issues that had been ordered to arbitration by federal court opinion and order issued July 6, 2012, in Case No. 4:10-CV-04067, U.S. District Court, Western District of Arkansas, Texarkana Division; and

WHEREAS, the Cities' respective governing bodies desire to commend their respective city managers for their collaborative consultation on matters of bi-city public welfare and interest and to provide the managers with further direction on matters pertaining to water.

Attachment: 2022-007 JT. RES Resolving All Water Arbitration Issues (3627 : 2022-007 RES Joint Resolution on Water Issues)

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: Pursuant to Section 1 of the 1985 Millwood Contract, Texarkana, Arkansas, reaffirms its "express approval" for cities and customers currently being served by Texarkana, Texas, to also receive water from the "Initial Project" as defined in the 1985 Millwood Contract for treated water from Millwood Reservoir.

SECTION 2: Pursuant to Section 17 of the 1985 Millwood Contract, Texarkana, Arkansas, reaffirms that title to all supplied water purchased by Texarkana, Texas, under the 1985 Millwood Contract passes to Texarkana, Texas, at the point of delivery.

SECTION 3: The Cities mutually declare and affirm that all matters ordered to arbitration in Case No. 4:10-CV-04067 have either been resolved or otherwise mooted.

SECTION 4: The Cities' respective city managers are commended for their collaborative consultation on matters of bi-city public welfare and interest and are directed to develop both short-term and long-term bi-city goals on all matters pertaining to water.

SECTION 5: This Joint Resolution shall be in full force and effect from and after its passage and approval by both Cities.

Texarkana, Arkansas: PASSED AND APPROVED this ____ day of _____, 2022.

Texarkana, Texas: PASSED AND APPROVED in Regular Council Session on this the _____ day of _____, 2022.

TEXARKANA, ARKANSAS:

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

APPROVED:

_____
George Matteson, City Attorney

TEXARKANA, TEXAS:

_____
Bob Bruggeman, Mayor

ATTEST:

_____
Jennifer Evans, City Secretary

APPROVED:

_____
Jeffery C. Lewis, City Attorney

Attachment: 2022-007 JT. RES Resolving All Water Arbitration Issues (3627 : 2022-007 RES Joint Resolution on Water Issues)

TEXARKANA, ARKANSAS:
RESOLUTION NO. 2022-23

TEXARKANA, TEXAS:
RESOLUTION NO. 2022-007

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REAFFIRMING THE EXPRESS APPROVAL OF THE BOARD OF DIRECTORS UNDER THE 1985 MILLWOOD CONTRACT FOR CITIES AND CUSTOMERS SERVED BY TEXARKANA, TEXAS, TO ALSO RECEIVE TREATED WATER FROM MILLWOOD RESERVOIR; REAFFIRMING THAT TITLE TO ALL SUPPLIED WATER PURCHASED BY TEXARKANA, TEXAS, FROM TEXKARKANA, ARKANSAS, UNDER THE 1985 MILLWOOD CONTRACT PASSES TO TEXARKANA, TEXAS, AT THE POINT OF DELIVERY; RESOLVING ALL MATTERS UNDER THE 1985 MILLWOOD CONTRACT ORDERED TO ARBITRATION; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, have for decades contracted for provision of treated water from Lake Wright Patman; and

WHEREAS, in 1985, the Cities contracted with each other for provision of treated water from Millwood Reservoir in an Amended and Restated Water System Agreement ("the 1985 Millwood Contract"); and

Attachment: 2022-007 ATTH 01 ARK Reso. 2022-23 (3627 : 2022-007 RES Joint Resolution on Water Issues)

WHEREAS, with the water systems of the two Cities being interconnected, water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with water from Lake Wright Patman and sold to all purchasers, including municipalities, who have contracted with either Texarkana, Arkansas, or Texarkana, Texas;

WHEREAS, the Cities desire to reaffirm particular provisions in the 1985 Millwood Contract and, in so doing, resolve legal issues that had been ordered to arbitration by federal court opinion and order issued July 6, 2012, in Case No. 4:10-CV-04067, U.S. District Court, Western District of Arkansas, Texarkana Division; and

WHEREAS, the Cities' respective governing bodies desire to commend their respective city managers for their collaborative consultation on matters of bi-city public welfare and interest and to provide the managers with further direction on matters pertaining to water.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: Pursuant to Section 1 of the 1985 Millwood Contract, Texarkana, Arkansas, reaffirms its "express approval" for cities and customers currently being served by Texarkana, Texas, to also receive water from the "Initial Project" as defined in the 1985 Millwood Contract for treated water from Millwood Reservoir.

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SECTION 3: The Cities mutually declare and affirm that all matters ordered to arbitration in Case No. 4:10-CV-04067 have either been resolved or otherwise mooted.

SECTION 4: The Cities' respective city managers are commended for their collaborative consultation on matters of bi-city public welfare and interest and are directed to develop both short-term and long-term bi-city goals on all matters pertaining to water.

Attachment: 2022-007 ATTH 01 ARK Reso. 2022-23 (3627 : 2022-007 RES Joint Resolution on Water Issues)

SECTION 5: This Joint Resolution shall be in full force and effect from and after its passage and approval by both Cities.

Texarkana, Arkansas: PASSED AND APPROVED this 21st day of March 2022.

Texarkana, Texas: PASSED AND APPROVED in Regular Council Session on this the _____ day of _____, 2022.

TEXARKANA, ARKANSAS:

Allen L. Brown, Mayor

TEXARKANA, TEXAS:

Bob Bruggeman, Mayor

ATTEST:

Heather Soyars, City Clerk

ATTEST:

Jennifer Evans, City Secretary

APPROVED:

George Matteson, City Attorney

APPROVED:

Jeffery C. Lewis, City Attorney

Attachment: 2022-007 ATTH 01 ARK Reso. 2022-23 (3627 : 2022-007 RES Joint Resolution on Water Issues)

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: 2022-007 Goals & Perspectives (3627 : 2022-007 RES Joint Resolution on Water Issues)

TEXARKANA, ARKANSAS:
RESOLUTION NO. 2022-23

TEXARKANA, TEXAS:
RESOLUTION NO. 2022-007

A JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REAFFIRMING THE EXPRESS APPROVAL OF THE BOARD OF DIRECTORS UNDER THE 1985 MILLWOOD CONTRACT FOR CITIES AND CUSTOMERS SERVED BY TEXARKANA, TEXAS, TO ALSO RECEIVE TREATED WATER FROM MILLWOOD RESERVOIR; REAFFIRMING THAT TITLE TO ALL SUPPLIED WATER PURCHASED BY TEXARKANA, TEXAS, FROM TEXKARKANA, ARKANSAS, UNDER THE 1985 MILLWOOD CONTRACT PASSES TO TEXARKANA, TEXAS, AT THE POINT OF DELIVERY; RESOLVING ALL MATTERS UNDER THE 1985 MILLWOOD CONTRACT ORDERED TO ARBITRATION; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, have for decades contracted for provision of treated water from Lake Wright Patman; and

WHEREAS, in 1985, the Cities contracted with each other for provision of treated water from Millwood Reservoir in an Amended and Restated Water System Agreement ("the 1985 Millwood Contract"); and

Attachment: 2022-007 RES Resolving all water arbitration issues signed (3627 : 2022-007 RES Joint Resolution on Water Issues)

WHEREAS, with the water systems of the two Cities being interconnected, water from the Millwood Reservoir has been and continues to be necessarily and inextricably commingled with water from Lake Wright Patman and sold to all purchasers, including municipalities, who have contracted with either Texarkana, Arkansas, or Texarkana, Texas;

WHEREAS, the Cities desire to reaffirm particular provisions in the 1985 Millwood Contract and, in so doing, resolve legal issues that had been ordered to arbitration by federal court opinion and order issued July 6, 2012, in Case No. 4:10-CV-04067, U.S. District Court, Western District of Arkansas, Texarkana Division; and

WHEREAS, the Cities' respective governing bodies desire to commend their respective city managers for their collaborative consultation on matters of bi-city public welfare and interest and to provide the managers with further direction on matters pertaining to water.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, AND THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: Pursuant to Section 1 of the 1985 Millwood Contract, Texarkana, Arkansas, reaffirms its "express approval" for cities and customers currently being served by Texarkana, Texas, to also receive water from the "Initial Project" as defined in the 1985 Millwood Contract for treated water from Millwood Reservoir.

SECTION 2: Pursuant to Section 17 of the 1985 Millwood Contract, Texarkana, Arkansas, reaffirms that title to all supplied water purchased by Texarkana, Texas, under the 1985 Millwood Contract passes to Texarkana, Texas, at the point of delivery.

SECTION 3: The Cities mutually declare and affirm that all matters ordered to arbitration in Case No. 4:10-CV-04067 have either been resolved or otherwise mooted.

SECTION 4: The Cities' respective city managers are commended for their collaborative consultation on matters of bi-city public welfare and interest and are directed to develop both short-term and long-term bi-city goals on all matters pertaining to water.

Attachment: 2022-007 RES Resolving all water arbitration issues signed (3627 : 2022-007 RES Joint Resolution on Water Issues)

SECTION 5: This Joint Resolution shall be in full force and effect from and after its passage and approval by both Cities.

Texarkana, Arkansas: PASSED AND APPROVED this 21st day of March 2022.

Texarkana, Texas: PASSED AND APPROVED in Regular Council Session on this the 28th day of MARCH, 2022.

TEXARKANA, ARKANSAS:

Allen L. Brown, Mayor

TEXARKANA, TEXAS:

Bob Bruggeman, Mayor

ATTEST:

Heather Soyars, City Clerk

ATTEST:

Jennifer Evans, City Secretary

6:13 PM

APPROVED:

George Matteson, City Attorney

APPROVED:

Jeffery C. Lewis, City Attorney

Attachment: 2022-007 RES Resolving all water arbitration issues signed (3627 : 2022-007 RES Joint Resolution on Water Issues)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/8/2022 4:50 PM

Lead Department: Public Works Department **Action Officer:** Jonathan Wade,
Subject: Ordinance No. 2022-023 amending the City's Traffic Register to establish maximum speed limits of motor vehicles upon certain sections of U.S. Highways 59/71 [North State Line Avenue].

Briefing: 3/28/2022 **Public Hearing:** 3/28/2022 **Council Vote:** 3/28/2022

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Attached as part of this item is a letter from Rebecca Wells, PE, District Traffic Engineer for the Atlanta District of the Texas Department of Transportation (TxDOT). As per this letter, TxDOT has performed an engineering study and traffic survey on US HWY 59-71 (North State Line Ave). The results of this study indicate that the appropriate maximum speed limits for US HWY 59-71 (North State Line Ave) need to be adjusted. The results of the engineering study above for US HWY 59-71 in Texarkana reveals the following speed zones:

- The existing 45 mph speed limit near IH-30 will be lowered to 40mph and extend further north.
- Coming into Texarkana, Texas, a 65 mph speed zone will be created near the northern end of North State Line Avenue.

These speed limit adjustments are for the southbound direction of traffic entering into Texarkana, Texas. Speed limit changes to the northbound direction of traffic will be enacted by an ordinance created by the City of Texarkana, Arkansas.

Potential Options:

- Approve speed limit change
- Not approve speed limit change

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. 2022-023 ATTH 01 TxDOT Letter (PDF)
b. 2022-023 EXH 'A' Speed Plan (PDF)
c. 2022-023 ORD Speed limit HWY 59-71 TX side (DOCX)
d. 2022-023 Goals & Perspectives (DOCX)
e. 2022-023 ORD Speed limit HWY 59-71 TX side signed (PDF)

Staff Coordination

Public Works Department	Completed	Dusty Henslee 03/03/2022 8:08 AM	Department Head Review	
Police	Kevin Schutte	Review	Completed	03/03/2022 10:08 AM
Economic Development	03/09/2022 1:44 PM	Lisa Thompson	Review	Completed
City Manager	David Orr	City Manager Review	Completed	03/09/2022 4:19 PM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

January 24, 2022

Control: 0217-01/02
Highway: US 59/71
City: Texarkana
County: Bowie
Subject: Speed Zoning

Honorable Bob Bruggeman, Mayor
City of Texarkana
P.O. Box 1967
Texarkana, Texas 75504

Dear Mayor Bruggeman,

With reference to a recent engineering study and traffic survey conducted by the Texas Department of Transportation, the appropriate speed zones on US 59/71 have been determined. An expedient reply is requested on passage of the city ordinance in order that the speed zones may be in compliance with state traffic law.

The method Texas Department of Transportation uses to set speed limits is a standard used throughout the country. The speed study method is known as the 85th percentile.

The results of the engineering study above for US 59/71 in Texarkana reveals the following speed zones:

- Lower the existing 45 mph speed limit near IH 30 to 40 mph and extend farther north.
- Create a 65 mph speed zone coming into Texarkana on the north end.

Attached are two copies of a strip map for US 59/71, marked “Exhibit A” with a city ordinance. Please return one strip map and a copy of the city ordinance to our office after adoption by the city.

If we can be of any assistance in reviewing these proposals, please feel free to call myself at 903-799-1482 or Jamie Barnes of this office at 903-799-1484.

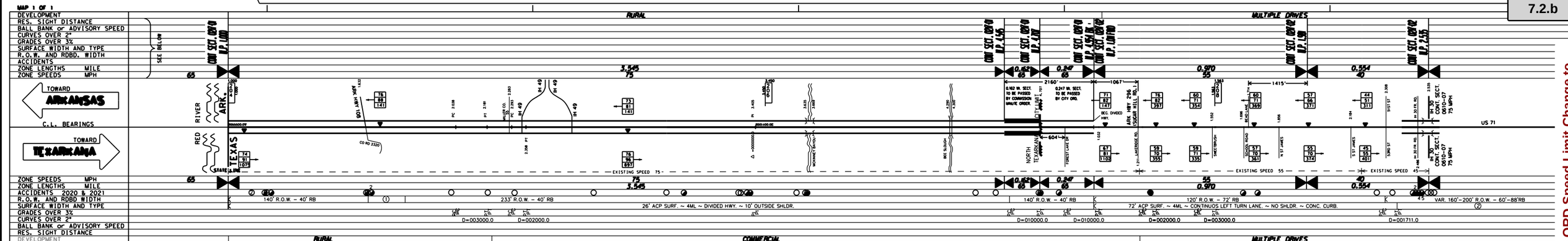
Attachment: 2022-023 ATTH 01 TxDOT Letter (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

Sincerely,

Rebecca L. Wells, P.E.
Director of Transportation Operations
Atlanta District

HS
Attachment

Attachment: 2022-023 ATTH 01 TxDOT Letter (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)



DIST. ATL. COUNTY BOWIE
HIGHWAY US 59/71 CITY TEXARKANA
DATE OF SURVEY AUG. 2019 SCALE 1" = 800'

MINUTE NO. DATE / /
REPLACES DATE / /
REPLACED BY DATE / /
CANCELED BY DATE / /

LIMITS OF ZONE

SECTION ONE		LENGTH 3.545 MILES		SECTION TWO		LENGTH 0.162 MILES		SECTION THREE		LENGTH 0.247 MILES		SECTION FOUR		LENGTH 0.970 MILES		SECTION FOUR		LENGTH 0.554 MILES	
	STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT		STA. OR M.P.	CONT. & SECT.	PROJECT
BEGINS	1.000	0217-01		BEGINS	4.545	0217-01		BEGINS	4.707	0217-01		BEGINS	1.011	0217-01		BEGINS	1.981	0217-02	
ENDS	4.545	0217-01		ENDS	4.707	0217-01		ENDS	4.954	0217-01		ENDS	1.981	0217-02		ENDS	2.535	0217-02	

US 59/US 71.dgn

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT
INDICATES SECTION ZONED BY COMMISSION MINUTE
TRIAL RUN

SPEED ZONE

CONT. 0217 SEC. 01, &
CONT. 0217 SEC. 02

① 245' R.O.W. - 40' RB
② 60'-72' CONC. SURF. ~ 4ML ~ CONTINUOS LEFT TURN LANE. ~ NO SHLDR. ~ CONC. CURB.

Texas Department of Tr...
SPEED STUDY
BOWIE COUNTY
US 59/71
DESIGN TEAM
FED. AID FEDERAL AID PROJECT
STATE DIST. COUNTY
CHECKED GENERAL NO. SECTION NO. JOB NO.

Attachment: 2022-023 EXH 'A' Speed Plan (3644 : 2022-023 ORD Speed Limit Change to

PUBLISH

ORDINANCE NO. 2022-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CITY'S TRAFFIC REGISTER TO ESTABLISH MAXIMUM SPEED LIMITS FOR THE SPEED OF MOTOR VEHICLES UPON CERTAIN SECTIONS OF U.S. HIGHWAYS 59/71 [NORTH STATE LINE AVENUE]; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Traffic Register of the City of Texarkana, Texas, provides for certain maximum speeds for motor vehicles upon certain southbound sections of United States Highways 59/71, commonly known as North State Line Avenue, within the corporate limits of the City of Texarkana, Texas; and

WHEREAS, the City and the Texas Department of Transportation (TxDOT) have conducted engineering studies and traffic investigations which have determined that the reasonable and safe prima facie maximum speeds for motor vehicles traveling upon the sections of U.S. HWY 59/71 within the city limits as set out below should be revised, with such revisions having been approved by TxDOT upon its own independent investigations; and

WHEREAS, TxDOT has coordinated with the Arkansas Department of Transportation with regard to corresponding revisions to the speed limits on U.S. HWY 59/71 within the corporate limits of the City of Texarkana, Arkansas; and

WHEREAS, TxDOT has indicated a willingness to erect signs indicating the reasonable and safe facie maximum speed limits along said portions of the above-mentioned highways within the City of Texarkana, Texas.

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

SECTION 1. The Traffic Register of the City of Texarkana, Texas, is hereby amended to include the following:

Designated portions of US HWY 59/71; penalty.

A. For traffic traveling in a southerly direction on US HWY 59/71

1. Sixty-five (65) miles per hour from the north Texarkana city limits (MP 4.707 - Cont. 0217-01) south for a distance of 0.247 miles, to a point 1067 feet north of Sugar Hill Rd. / Lakeridge Rd. (MP 4.954 - Cont. 0217-01).

2. Fifty-five (55) miles per hour from a point 1,067 feet north of Sugar Hill Rd. / Lakeridge Rd. (MP 4.954 - Cont. 0217-01) south for a distance of

Attachment: 2022-023 ORD Speed limit HWY 59-71 TX side (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

PUBLISH

0.970 miles, to a point 1415 feet south of Bead Lane (MP 1.981 - Cont.0217-02).

3. Forty (40) miles per hour from a point 1,415 feet south of Bead Lane (MP 1.981 – Cont. 0217-02) south for a distance of 0.554 miles to the intersection of IH 30 (MP 2.535 – 0217-02), said point also being the point of termination.

B. The hereinabove speeds for vehicular traffic traveling upon the designated sections of US HWY 59/71 in the directions specified are hereby found to be reasonable and safe prima facie speed limits therefor.

C. Any person violating any provision of this section shall upon conviction be deemed guilty of a misdemeanor and shall be fined in a sum not to exceed Two Hundred Dollars ($200.00).

SECTION 2. The City Council finds and determines that the speed limit changes for vehicular traffic traveling in the direction specified for the sections of the roadways as described in Section 1, above, are reasonable and safe, are in the best interest and safety of the citizens of the City of Texarkana, Texas, and are therefore found to be reasonable and safe prima facie speed limits; and that any speed in excess of limits specified for the sections of the roadways described in Section 1, above, shall be prima facie evidence that the speed is not reasonable, not prudent, and unlawful.

SECTION 3: The Texas Department of Transportation will erect the appropriate signs indicating the prima facie speed limits herein established.

SECTION 4: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are specifically repealed ten (10) days after passage and approval of this Ordinance.

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 **28th day of March, 2022.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-023 ORD Speed limit HWY 59-71 TX side (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-023 Goals & Perspectives (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

PUBLISH

ORDINANCE NO. 2022-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CITY'S TRAFFIC REGISTER TO ESTABLISH MAXIMUM SPEED LIMITS FOR THE SPEED OF MOTOR VEHICLES UPON CERTAIN SECTIONS OF U.S. HIGHWAYS 59/71 [NORTH STATE LINE AVENUE]; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR REPEALER AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Traffic Register of the City of Texarkana, Texas, provides for certain maximum speeds for motor vehicles upon certain southbound sections of United States Highways 59/71, commonly known as North State Line Avenue, within the corporate limits of the City of Texarkana, Texas; and

WHEREAS, the City and the Texas Department of Transportation (TxDOT) have conducted engineering studies and traffic investigations which have determined that the reasonable and safe prima facie maximum speeds for motor vehicles traveling upon the sections of U.S. HWY 59/71 within the city limits as set out below should be revised, with such revisions having been approved by TxDOT upon its own independent investigations; and

WHEREAS, TxDOT has coordinated with the Arkansas Department of Transportation with regard to corresponding revisions to the speed limits on U.S. HWY 59/71 within the corporate limits of the City of Texarkana, Arkansas; and

WHEREAS, TxDOT has indicated a willingness to erect signs indicating the reasonable and safe facie maximum speed limits along said portions of the above-mentioned highways within the City of Texarkana, Texas.

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

SECTION 1. The Traffic Register of the City of Texarkana, Texas, is hereby amended to include the following:

Designated portions of US HWY 59/71; penalty.

A. For traffic traveling in a southerly direction on US HWY 59/71

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2. Fifty-five (55) miles per hour from a point 1,067 feet north of Sugar Hill Rd. / Lakeridge Rd. (MP 4.954 - Cont. 0217-01) south for a distance of

Attachment: 2022-023 ORD Speed limit HWY 59-71 TX side signed (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

PUBLISH

0.970 miles, to a point 1415 feet south of Bead Lane (MP 1.981 - Cont.0217-02).

3. Forty (40) miles per hour from a point 1,415 feet south of Bead Lane (MP 1.981 – Cont. 0217-02) south for a distance of 0.554 miles to the intersection of IH 30 (MP 2.535 – 0217-02), said point also being the point of termination.

B. The hereinabove speeds for vehicular traffic traveling upon the designated sections of US HWY 59/71 in the directions specified are hereby found to be reasonable and safe prima facie speed limits therefor.

C. Any person violating any provision of this section shall upon conviction be deemed guilty of a misdemeanor and shall be fined in a sum not to exceed Two Hundred Dollars ($200.00).

SECTION 2. The City Council finds and determines that the speed limit changes for vehicular traffic traveling in the direction specified for the sections of the roadways as described in Section 1, above, are reasonable and safe, are in the best interest and safety of the citizens of the City of Texarkana, Texas, and are therefore found to be reasonable and safe prima facie speed limits; and that any speed in excess of limits specified for the sections of the roadways described in Section 1, above, shall be prima facie evidence that the speed is not reasonable, not prudent, and unlawful.

SECTION 3: The Texas Department of Transportation will erect the appropriate signs indicating the prima facie speed limits herein established.

SECTION 4: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are specifically repealed ten (10) days after passage and approval of this Ordinance.

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 **28th day of March, 2022.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY
6:24 pm

BOB BRUGGEMAN, MAYOR

Attachment: 2022-023 ORD Speed limit HWY 59-71 TX side signed (3644 : 2022-023 ORD Speed Limit Change to US HWY 59-71)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/9/2022 5:27 PM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2022-024 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternatives Set-Aside "TA" program for the College Drive Bicycle and Pedestrian Improvements Project.

Briefing: 3/28/2022 **Public Hearing:** 3/28/2022 **Council Vote:** 3/28/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Texas Department of Transportation (TxDOT) issued a call for projects in February 2019 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Programs.

On August 12, 2019, via Resolution 2019-072, the City Council of Texarkana, Texas supported the application for the Texarkana College drive bicycle and pedestrian improvement Project. In April 2021 TxDOT authorized the TA funds to the city for the College Drive bicycle and pedestrian improvement Project. As the Project Sponsor, the city is responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds. The Total Project estimate is $3,381,617

The City has received an advance funding agreement to be signed by the City Manager, for the City to begin the project.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The city is estimates $651,443 as local government total contribution.

The project must meet a 20% match requirement, which is currently budgeted funding and the City is responsible for all non-reimbursable cost and 100% of overruns, if any for TA funds

Staff Recommendation:

Recommends for Approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-024 RES Executing Advance Funding Agreement with TxDOT for College Drive project (DOCX)
b. 2022-024 ATTH 01 Advance Funding Agreement with TxDOT for College Drive project.docx (PDF)
c. 2022-024 Goals & Perspectives (DOCX)
d. 2022-024 RES Executing AFA with TxDot signed (PDF)

Staff Coordination

Planning and Community Development	Jennifer Evans	Department Head Review	Skipped	03/10/2022 12:50 PM
Public Works Department	Jennifer Evans	Action Skipped	03/10/2022 12:50 PM	
Finance Department	Jennifer Evans	Action	Skipped	03/10/2022 12:50 PM
Public Works Department	Jennifer Evans	Reviewer	Skipped	03/10/2022 12:50 PM
City Manager	David Orr	City Manager Review	Completed	03/10/2022 1:57 PM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022 - 024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE "TA" PROGRAM, FOR THE COLLEGE DRIVE BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (the City), was recently selected for a bicycle and pedestrian improvement project along College Drive as part of Texas Department of Transportation's (TxDOT) Transportation Alternatives Set-Aside "TA" Program; and

WHEREAS, on August 12, 2019, via Resolution 2019-072, the City Council supported the application for the Texarkana College Drive Bicycle and Pedestrian Improvement Project (the Project) to TxDOT; and

WHEREAS, on April 29, 2021, via Minute Order 116003, the Texas Transportation Commission authorized the Project to receive "TA" funds project construction; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for "TA" funds; and

WHEREAS, the City desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

SECTION 1: The City Manager is hereby authorized to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project.

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 **28th day of March 2022**.

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-024 RES Executing Advance Funding Agreement with TxDOT for College Drive project (3655 : 2022-024 RES Executing

TxDOT:					Federal Highway Administration:	
CSJ #	0919-19-084				CFDA No.	20.205
District #	19 - Atlanta	AFA ID	Z00002472		CFDA Title	Highway Planning and Construction
Code Chart 64 #	42250 – City of Texarkana					
Project Name	College Dr. Bicycle & Pedestrian Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Texarkana (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as College Drive Bicycle & Pedestrian Improvements (Project), and

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WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116003 (MO) dated April 29, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing sidewalks and bike lanes in the City of Texarkana along both sides of College Drive from Robison Road to US 71 (Stateline Avenue).

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures

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and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An

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entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

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8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian

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Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the

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opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

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C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

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I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	**State:**
City of Texarkana ATTN: City Manager 220 Texas Boulevard Texarkana, Texas 75504	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Advance Planning Engineer
701 E. Main Street
Atlanta, Texas 75551

All invoicing, payment, and project inquiries must include the following information:

County:	Bowie
Local Government:	City of Texarkana
CSJ No.:	0919-19-084
Project Name:	College Drive Bicycle and Pedestrian Improvements
Highway or Roadway:	College Drive

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form

Attachment: 2022-024 ATTH 01 Advance Funding Agreement with TxDOT for College Drive project.docx (3655 : 2022-024 RES Executing

TxDOT:					Federal Highway Administration:	
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District #	19 - Atlanta	AFA ID	Z00002472		CFDA Title	Highway Planning and Construction
Code Chart 64 #	42250 – City of Texarkana					
Project Name	College Dr. Bicycle & Pedestrian Improvements				*AFA Not Used For Research & Development*	

of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may

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request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with

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any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more

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than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	David Orr
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

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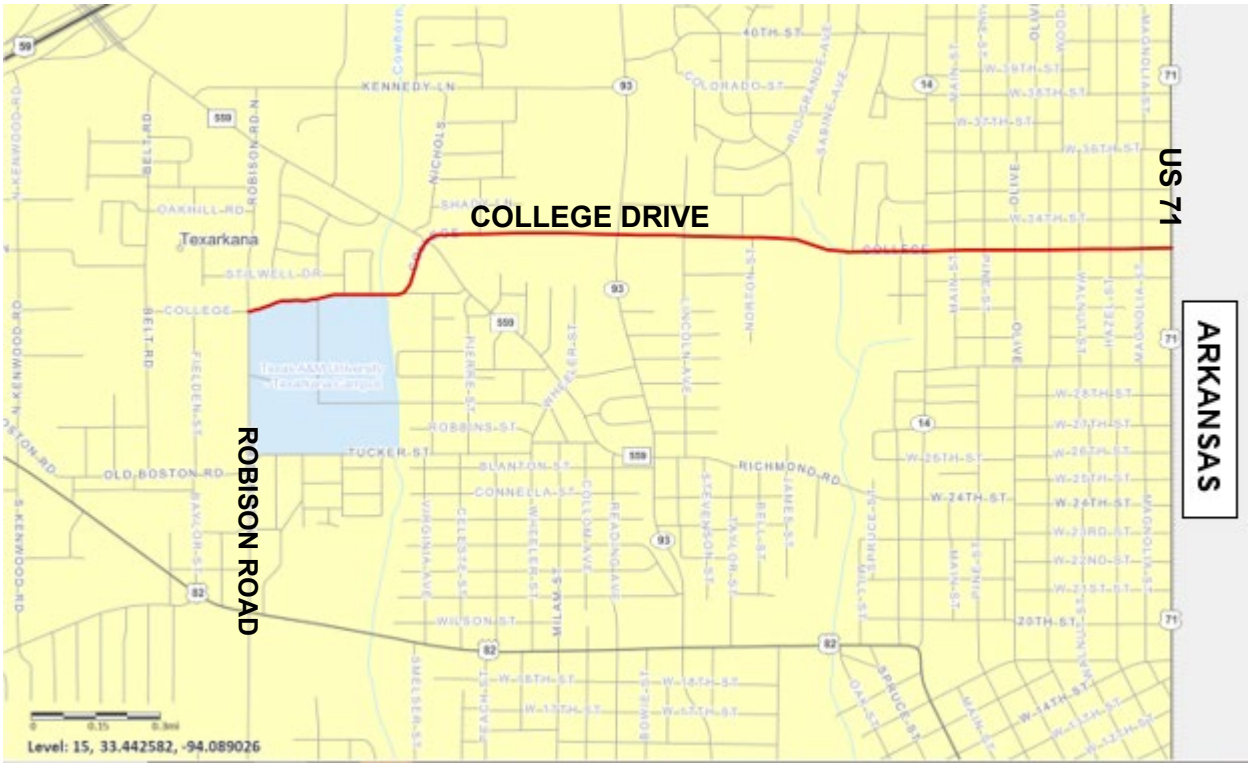
Project Name	College Dr. Bicycle & Pedestrian Improvements			*AFA Not Used For Research & Development*	

ATTACHMENT A
PROJECT LOCATION MAP



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CSJ #	0919-19-084	Project Name:	College Drive Bicycle & Pedestrian Improvements	AFA ID:	Z0002472

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$258,000	80%	$206,400	0%	$0	20%	$51,600
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction Cost $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal	**$258,000**		**$206,400**		**$0**		**$51,600**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction Cost[2] $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$2,608,013	80%	$2,086,410	0%	$0	20%	$521,603
Work by State Subtotal	**$2,608,013**		**$2,086,410**		**$0**		**$521,603**

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CSJ #	0919-19-084	Project Name:	College Drive Bicycle & Pedestrian Improvements	AFA ID:	Z0002472

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amount		**Local Government (LG) Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Preliminary Engineering[1]	$58,680	80%	$46,944.24	0%	$0	20%	$11,736
Environmental Cost[1]	$39,120	80%	$31,296.16	0%	$0	20%	$7,824
Right of Way[1]	$11,736	80%	$9,388.85	0%	$0	20%	$2,347
Utilities[1]	$7,824	80%	$6,259.23	0%	$0	20%	$1,565
Construction[2]	$273,841	80%	$219,073	0%	$0	20%	$54,768
Direct State Costs Subtotal	$391,202	80%	$312,962	0%	$0	20%	$78,240
Indirect State Cost	$124,402		$0	100%	$124,402		$0
TOTAL PARTICIPATION	$3,381,617		$2,605,772		$124,402		$651,443
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$651,443**

- The estimated total participation by Local Government is $651,443, plus 100% of overruns.
- Total estimated payment by Local Government to State is $599,843.
- [1]Local Government's first payment of $23,472 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $576,371 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $2,605,772.

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ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

To be inserted later

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This is a placeholder document: please upload your resolution materials in place of this document

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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
	X	Deliver Quality Services
	☐	Foster a Healthy Community
Run the Operations	☐	Enhance Community Preparedness & Responsiveness
	X	Maximize Partnership Opportunities
	☐	Provide Courteous & Responsive Customer Service
	☐	Model a Positive City Image
	X	Deliver Efficient Services
	☐	Cultivate Community Involvement & Access
Manage the Resources	☐	Maintain Fiscal Strength
	☐	Maximize Utilization & Resources
	X	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:	Medium

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
X	None Required	☐	

Other:

Attachment: 2022-024 Goals & Perspectives (3655 : 2022-024 RES Executing Advance Funding Agreement with TxDOT for College dr.

Attachment: 2022-024 RES Executing AFA with TxDot signed (3655 : 2022-024 RES Executing Advance Funding Agreement with TxDOT for

RESOLUTION NO. 2022 - 024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE "TA" PROGRAM, FOR THE COLLEGE DRIVE BICYCLE AND PEDESTRIAN IMPROVEMENTS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (the City), was recently selected for a bicycle and pedestrian improvement project along College Drive as part of Texas Department of Transportation's (TxDOT) Transportation Alternatives Set-Aside "TA" Program; and

WHEREAS, on August 12, 2019, via Resolution 2019-072, the City Council supported the application for the Texarkana College Drive Bicycle and Pedestrian Improvement Project (the Project) to TxDOT; and

WHEREAS, on April 29, 2021, via Minute Order 116003, the Texas Transportation Commission authorized the Project to receive "TA" funds project construction; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for "TA" funds; and

WHEREAS, the City desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

SECTION 1: The City Manager is hereby authorized to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project.

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 **28th day of March 2022**.

ATTEST:

Vicky Coopwood

VICKY COOPWOOD, ASST. CITY SECRETARY

6:25 pm

Bl Bryan

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/11/2022 12:11 PM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2022-025 authorizing the execution of an Advance Funding Agreement (AFA) with the Texas Department of Transportation for a Transportation Alternatives Set-Aside "TA" program for the N. Robison Road Pedestrian Improvement Project.

Briefing: 3/28/2022 **Public Hearing:** 3/28/2022 **Council Vote:** 3/28/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Texas Department of Transportation (TxDOT) issued a call for projects in February 2019 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Programs.

On August 12, 2019, via Resolution 2019-074, the City Council of Texarkana, Texas supported the application for the Texarkana N. Robison road pedestrian improvement Project. In April 2021 TxDOT authorized the TA funds to the city for the N. Robison road pedestrian improvement Project. As the Project Sponsor, the city is responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds. The total project estimate is $3,297,203

The City has received an advance funding agreement to be signed by the city manager, for the city to begin the project.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The City estimates $636,658 as local government total contribution.

The project must meet a 20% match requirement which is currently budgeted funding and the City is responsible for all non-reimbursable cost and 100% of overruns, if any, for TA funds.

Staff Recommendation:

Recommends for Approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-025 RES Executing Advance Funding Agreement with TxDOT for N Robison Rd project (DOCX)
b. 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx (PDF)
c. 2022-025 Goals & Perspectives (DOCX)
d. 2022-025 RES Executing AFA wTxDot for Robison Rd signed (PDF)

Staff Coordination

Planning and Community Development	Jennifer Evans	Department Head Review	Skipped	03/10/2022 12:51 PM
Public Works Department	Jennifer Evans	Reviewer	Skipped	03/10/2022 12:51 PM
Public Works Department	Jennifer Evans	Action Skipped		03/10/2022 12:51 PM
Finance Department	Jennifer Evans	Action	Skipped	03/10/2022 12:51 PM
City Manager	David Orr	City Manager Review	Completed	03/10/2022 2:00 PM
City Council	Vicky Coopwood	Meeting	Completed	03/14/2022 6:00 PM

Meeting History

Attachment: 2022-025 RES Executing Advance Funding Agreement with TxDOT for N Robison Rd project [Revision 1] (3656 : 2022-025 RES

RESOLUTION NO. 2022 - 025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE "TA" PROGRAM, FOR THE N. ROBISON ROAD PEDESTRIAN IMPROVEMENT PROJECT AND; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (the City), was recently selected for a pedestrian improvement project along N. Robison Road as part of Texas Department of Transportation's (TxDOT) Transportation Alternatives Set-Aside "TA" Program; and

WHEREAS, on August 12, 2019, via Resolution 2019-074, the City Council supported the application for the Texarkana N. Robison Road Pedestrian Improvement Project (the Project) to TxDOT; and

WHEREAS, on April 29, 2021, via Minute Order 116003, the Texas Transportation Commission authorized the Project to receive TA funds for project construction; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the City desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

SECTION 1: The City Manager is hereby authorized to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project.

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 **28th day of March, 2022**.

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

DocuSign Envelope ID: 5011018F-B865-4408-9802-7C9D7970A69D

TxDOT:					Federal Highway Administration:	
CSJ #	0919-19-085				CFDA No.	20.205
District #	19 - Atlanta	AFA ID	Z00002470		CFDA Title	Highway Planning and Construction
Code Chart 64 #	42250 – City of Texarkana					
Project Name	N. Robison Road Pedestrian Improvements				*AFA Not Used For Research & Development*	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE (TASA) PROGRAM PROJECT

TxDOT-Selected Off-System

This Advance Funding Agreement for a Transportation Alternatives Set-Aside (TASA) Program Project ("Agreement") is made between the State of Texas (State), acting through the Texas Department of Transportation, and the City of Texarkana (Local Government), acting through its duly authorized officials.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, Federal law, 23 USC §134 and 49 USC §5303, requires that State and Metropolitan Planning Organizations (MPOs) develop transportation plans and programs for urbanized areas of Texas, and

WHEREAS, Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the rules and procedures for the Transportation Alternatives Set-Aside Program (TASA) are established in 23 USC §133(h), and 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418, and

WHEREAS, the Local Government prepared and submitted to the State or Metropolitan Planning Organization (MPO) a project nomination package for TASA funding consideration, which is briefly described as N. Robison Road Pedestrian Improvements (Project), and

Attachment: 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx (3656 : 2022-025 RES Executing

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Project Name	N. Robison Road Pedestrian Improvements				*AFA Not Used For Research & Development*	

WHEREAS, the Texas Transportation Commission (Commission) passed Minute Order Number 116003 (MO) dated April 29, 2021 awarding funding for TASA projects in the TASA Program Call of the State, including Project, and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated {enter date of resolution}, which is attached to and made a part of this Agreement as Attachment C, Resolution or Ordinance. A map showing the Project location appears in Attachment A, Project Location Map, which is attached to and made a part of this Agreement, and

NOW, THEREFORE, the State and the Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

A. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided below.

B. Period of Performance.

1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization and Agreement (FPAA) for that phase of work. Local Government may not begin work until issued the State Letter of Authority (SLOA) for that phase of work.
2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Scope of Work and Use of Project

A. The scope of work for Project consists of constructing sidewalks for a distance of 3.25 miles in Texarkana along N. Robison Road to include crosswalks and improvements to multiple existing signals and installation of sidewalks along W. 15th street to Theron Jones Elementary School and along Milam Street from 13th Street to 15th Street..

B. Any project changes proposed must be submitted in writing by Local Government to State. Substantive changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

3. Project Sources and Uses of Funds

The total estimated development cost of the Project is shown in Attachment B, Project Budget Estimate and Source of Funds (Attachment B).

A. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes

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and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of the Project. State in its discretion may deny reimbursement if Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The total estimated project cost as shown in Attachment B incudes the Local Government's estimated itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. Local Government must submit to State evidence of payment for eligible in-kind costs at least once per calendar quarter using the State's In-Kind Match Reporting form.

C. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

D. The Project budget and source of funds estimate based on the budget provided in the application is included in Attachment B. Attachment B shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal TASA funds assigned by the Commission or MPO in consultation with State. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the TASA, FPAA, or other federal documents.

E. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.

F. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government. If the Project was State-selected, the State may apply a portion of any excess program funds to cover all or a portion of any overrun based on criteria provided by 43 Tex. Admin. Code §11.411(d).

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Project Name	N. Robison Road Pedestrian Improvements				*AFA Not Used For Research & Development*	

G. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.

H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.

I. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment B for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment B for State's estimated construction oversight and construction cost.

J. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment B and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.

K. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation". The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.

L. Upon completion of Project, State will perform a final accounting of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party.

M. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.

N. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An

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entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

P. State will not pay interest on any funds provided by Local Government.

Q. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.

R. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.

S. If Local government is an Economically Disadvantaged County (EDC) and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

4. Termination of the Agreement

A. This Agreement may be terminated by any of the following conditions:
   1. By mutual written consent and agreement of all parties;
   2. By any party with 90 days written notice; or
   3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

B. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

C. The Agreement may be terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination;

D. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.

E. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
   1. Local Government fails to satisfy any requirements of the program rules cited in 43 Texas Administrative Code, Part 1, Chapter 11, Subchapter G, §§11.400 – 11.418.

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Project Name	N. Robison Road Pedestrian Improvements				*AFA Not Used For Research & Development*	

2. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
3. Local Government withdraws from participation in Project.
4. State determines that federal funding may be lost due to Project not being implemented and completed.
5. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
6. A construction contract has not been awarded or construction has not been initiated within three years after the date that the Commission or MPO selected the project or by a letting date determined by the state and agreed to by the Local Government.
7. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

F. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice from Local Government within 270 days of FPAA.

5. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

6. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

7. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utilities or utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utilities or utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. At the State's discretion, State may reimburse Local Government for minor, incidental utility adjustments that are identified during the preliminary engineering phase if they are eligible for federal reimbursement. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TASA participation if the following conditions are met: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TASA funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

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8. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The **State** is responsible for the identification and assessment of any environmental problems associated with the development of Project.

B. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.

C. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment, including any public hearing requirements that may be necessary when adding a bike lane.

D. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

A. Architectural and engineering services for preliminary engineering will be provided by the **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services or if these services will be used as in-kind contributions; and with Texas Government Code Subchapter 2254.A., in all cases. Professional services contracts for federally funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TASA reimbursement.

B. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All design criteria for bicycle and pedestrian bridges must comply with TxDOT's Bridge Design Manual and AASHTO's Load and Resistance Factor Design (LRFD) Guide Specifications for the Design of Pedestrian

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Bridges (latest edition) as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.

C. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval on an agreed upon schedule. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.

D. When architectural and engineering services are provided by or through State, then the State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work, including any proposed changes to the scope of work, as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

11. Construction Responsibilities

A. The **State** shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. To ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.

B. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.

C. All contract change order review and approval procedures must be approved by State prior to start of construction.

D. If the Local Government is the responsible party, the State must review and approve change orders.

E. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.

F. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635 and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

G. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the

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opportunity to assist in the final review of the construction services performed by the contractor.

12. Project Maintenance

A. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.

B. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.

C. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

13. Right of Way and Real Property Acquisition

A. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property.

B. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.

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C. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC §4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR §24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.

D. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, or (2) Local Government, if the real property is not to be made part of the State Highway System. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

E. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.

F. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

G. For State-selected TASA projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TASA Project.

H. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Local Government will not be reimbursed for right-of-way costs on state-selected projects.

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I. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.

J. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment. For State-selected projects, this is outlined in 43 Tex. Admin. Code §11.417. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.

K. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

L. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

M. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

14. Insurance

A. Should this Agreement authorize Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide State with a fully executed copy of State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

B. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

15. Notices, Invoices, Payments, and Project Inquiries

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

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Local Government:	**State:**
City of Texarkana ATTN: City Manager 220 Texas Boulevard Texarkana, Texas 75504	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

Invoicing, payment, and project inquiries must be sent to the following address, which the State may change by sending written notice of the change to the Local Government:

Texas Department of Transportation
ATTN: Advance Planning Engineer
701 E. Main Street
Atlanta, Texas 75551

All invoicing, payment, and project inquiries must include the following information:

County:	Bowie
Local Government:	City of Texarkana
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Highway or Roadway:	N. Robison Road

16. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

17. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by State shall remain the property of State. All data prepared under this Agreement shall be made available to State without restriction or limitation on their further use. All documents produced or approved or otherwise created by Local Government shall be transmitted to State in the form

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of photocopy reproduction on a monthly basis as required by State. The originals shall remain the property of Local Government.

19. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

20. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR Part 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may

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request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).

C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.

E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).

F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

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L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise ("**DBE**") Program requirements established in 49 CFR Part 26.

B. Local Government shall adopt, in its totality, State's federally approved DBE program.

C. Local Government shall set an appropriate DBE goal consistent with State's DBE guidelines and in consideration of Local market, project size, and nature of the goods or services to be acquired. Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. Local Government shall follow all other parts of State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address: http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to Local Government of its failure to carry out its approved program, State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC § 3801 et seq.).

F. Each contract Local Government signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate."

28. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, and further certifies that it will not do business with

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any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC §1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. Local Government agrees that it shall:

1. Obtain and provide to State a System for Award Management (SAM) number (Federal Acquisition Regulation (FAR) Subpart 4.11) if this award provides more

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than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://sam.gov/SAM/pages/public/index.jsf

2. Obtain and provide to State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five executives to State if:
   a. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and
   b. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.

B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov .

C. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Compliance Division as follows: *We did not meet the $_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____.*

D. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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Each party is signing this agreement on the date stated under that party's signature.

THE STATE OF TEXAS	THE LOCAL GOVERNMENT
Signature	Signature
Kenneth Stewart	David Orr
Typed or Printed Name	Typed or Printed Name
Director of Contract Services	City Manager
Typed or Printed Title	Typed or Printed Title
Date	Date

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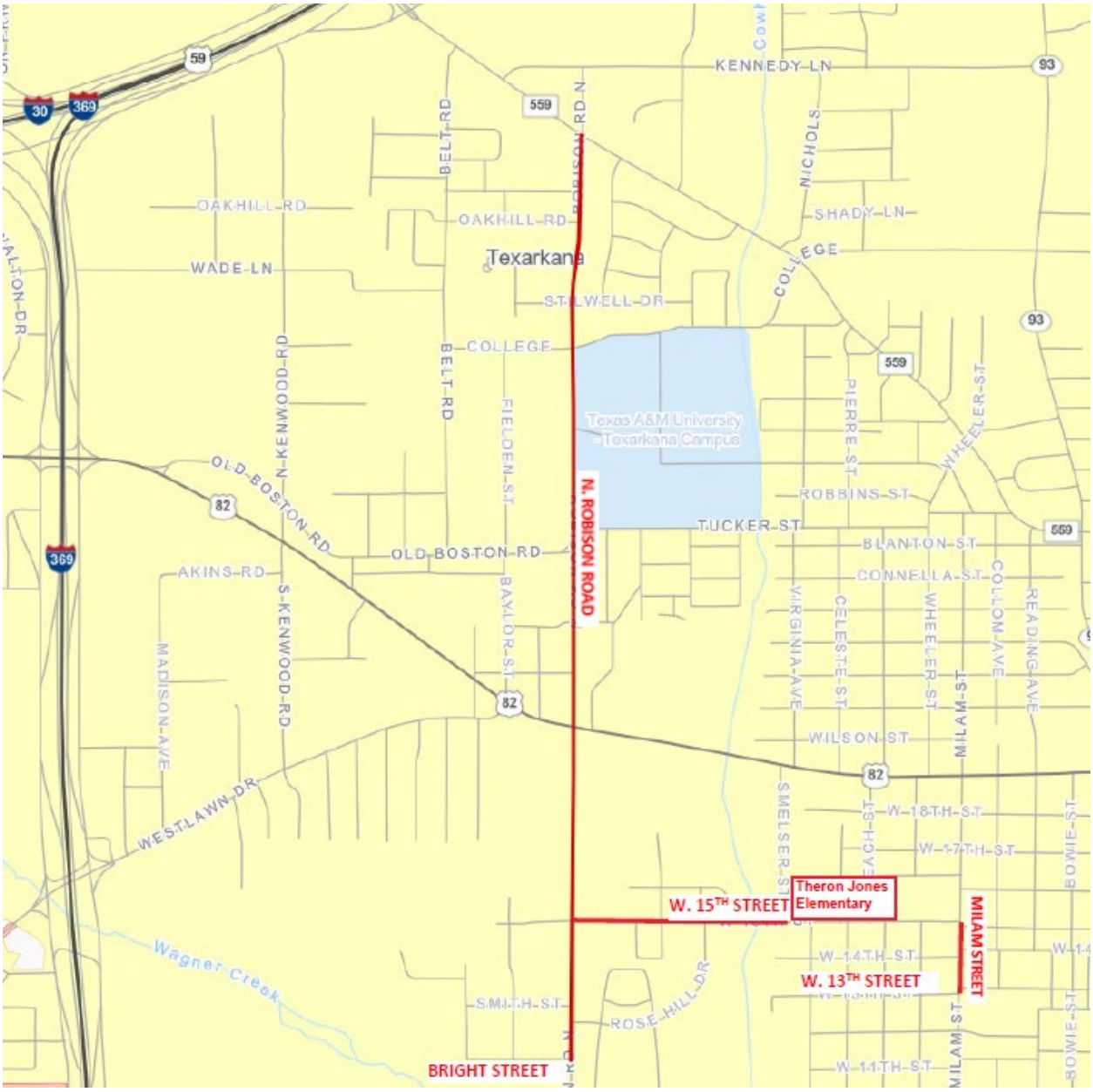
ATTACHMENT A
PROJECT LOCATION MAP



Attachment: 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx (3656 : 2022-025 RES Executing

CSJ #	0919-19-085	Project Name:	Texarkana – N. Robison Rd Pedestrian Improvements	AFA ID:	Z00002470

ATTACHMENT B
PROJECT ESTIMATE AND SOURCE OF FUNDS
LG Performs PE Work or Hires Consultant / State Lets Project for Construction

Work Performed by Local Government ("LG")							
Description of Project Costs to be Incurred	**Total Project Cost Estimate**	**Federal Participation** Includes percentage for TDC apportionment on MPO-selected projects where applicable		**State Participation** Includes authorized EDC amounts		**Local Government Participation** Includes authorized EDC reduction	
		%	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning/Maps/Education/Non-CST	$0	0%	$0	0%	$0	0%	$0
Preliminary Engineering	$285,000	80%	$228,000	0%	$0	20%	$57,000
Environmental Cost	$0	0%	$0	0%	$0	0%	$0
Right of Way	$0	0%	$0	0%	$0	0%	$0
Utilities	$0	0%	$0	0%	$0	0%	$0
Construction Cost $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$0	0%	$0	0%	$0	0%	$0
Work by LG Subtotal	**$285,000**		**$228,000**		**$0**		**$57,000**
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Preliminary Engineering[1]	$0	0%	$0	0%	$0	0%	$0
Environmental Cost[1]	$0	0%	$0	0%	$0	0%	$0
Right of Way[3]	$0	0%	$0	0%	$0	0%	$0
Utilities[2]	$0	0%	$0	0%	$0	0%	$0
Construction Cost[2] $ / Eligible In-Kind Contribution Value $ / Total Construction Value (sum of construction cost and in-kind value)	$2,520,250	80%	$2,016,200	0%	$0	20%	$504,050
Work by State Subtotal	**$2,520,250**		**$2,016,000**		**$0**		**$504,050**

Attachment: 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx

CSJ #	0919-19-085	Project Name:	Texarkana – N. Robison Rd Pedestrian Improvements	AFA ID:	Z00002470

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight

Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation Includes percentage for TDC apportionment on MPO-selected projects where applicable		State Participation Includes authorized EDC amount		Local Government (LG) Participation Includes authorized EDC reduction	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering[1]	$56,706	80%	$45,364.56	0%	$0	20%	$11,341
Environmental Cost[1]	$37,804	80%	$30,243.04	0%	$0	20%	$7,561
Right of Way[1]	$11,341	80%	$9,072.91	0%	$0	20%	$2,268
Utilities[1]	$7,561	80%	$6,048.61	0%	$0	20%	$1,512
Construction[2]	$264,627	80%	$211,701	0%	$0	20%	$52,925
Direct State Costs Subtotal	$378,038	80%	$302,430	0%	$0	20%	$75,608
Indirect State Cost	$113,915		$0	100%	$113,915		$0
TOTAL PARTICIPATION	$3,297,203		$2,546,630		$113,915		$636,658
In-kind Contribution Credit Applied						0%	$0
TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION							**$636,658**

- The estimated total participation by Local Government is $636,658, plus 100% of overruns.
- Total estimated payment by Local Government to State is $579,658.
- [1]Local Government's first payment of $22,682 is due to State within 30 days from execution of this contract.
- [2] Local Government's second payment of $556,975 is due to State within 60 days prior to the Construction contract being advertised for bids.
- [3]If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are $2,546,630.

Attachment: 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx

TxDOT:					Federal Highway Administration:	
CSJ #	0919-19-085				CFDA No.	20.205
District #	19 - Atlanta	AFA ID	Z00002470		CFDA Title	Highway Planning and Construction
Code Chart 64 #	42250 – City of Texarkana					
Project Name	N. Robison Road Pedestrian Improvements				*AFA Not Used For Research & Development*	

ATTACHMENT C
RESOLUTION OF LOCAL GOVERNMENT

To be inserted later

Attachment: 2022-025 ATTH 01 Advance Funding Agreement with TxDOT for N Robison Rd project .docx (3656 : 2022-025 RES Executing

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
	X	Deliver Quality Services
	☐	Foster a Healthy Community
Run the Operations	☐	Enhance Community Preparedness & Responsiveness
	X	Maximize Partnership Opportunities
	☐	Provide Courteous & Responsive Customer Service
	☐	Model a Positive City Image
	X	Deliver Efficient Services
	☐	Cultivate Community Involvement & Access
Manage the Resources	☐	Maintain Fiscal Strength
	☐	Maximize Utilization & Resources
	X	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:	Medium

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
X	None Required	☐	

Other:

Attachment: 2022-025 Goals & Perspectives (3656 : 2022-025 RES Executing Advance Funding Agreeement with TxDOT for N. Robison road

RESOLUTION NO. 2022 - 025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT (AFA) WITH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ALTERNATIVES SET-ASIDE "TA" PROGRAM, FOR THE N. ROBISON ROAD PEDESTRIAN IMPROVEMENT PROJECT AND; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas (the City), was recently selected for a pedestrian improvement project along N. Robison Road as part of Texas Department of Transportation's (TxDOT) Transportation Alternatives Set-Aside "TA" Program; and

WHEREAS, on August 12, 2019, via Resolution 2019-074, the City Council supported the application for the Texarkana N. Robison Road Pedestrian Improvement Project (the Project) to TxDOT; and

WHEREAS, on April 29, 2021, via Minute Order 116003, the Texas Transportation Commission authorized the Project to receive TA funds for project construction; and

WHEREAS, the City would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, the City desires to reaffirm its support of the Project and approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

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

SECTION 1: The City Manager is hereby authorized to enter into an Advance Funding Agreement with the Texas Department of Transportation for the Project.

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 **28th day of March, 2022**.

ATTEST:

Vicky Coopwood

VICKY COOPWOOD, ASST. CITY SECRETARY

6:26 p.m.

Bob Bruggeman

BOB BRUGGEMAN, MAYOR

Attachment: 2022-025 RES Executing AFA wTxDot for Robison Rd signed (3656 : 2022-025 RES Executing Advance Funding Agreeement with

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 2/25/2022 9:56 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-019 rezoning a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road from Single Family-2 to Multiple Family-2. Ricky Falcon, Dreams R Us Properties TASC, owner.		

Briefing: 3/14/2022 **Public Hearing:** 3/14/2022 **Council Vote:** 3/14/2022

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 Ricky Falcon, owner to rezone a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road from Single Family-2 to Multiple Family-2. The property is currently vacant land. The proposed use is an apartment complex.

The Future Land Use Map has designated this property as “Business Education Center”.

The adjacent zoning is Multiple Family-1 to the north and south, General Retail to the west and Commercial to the east. The adjacent land use is apartment complexes to the north and south, retail to the west, and vacant land to the east.

This property has remained vacant undeveloped land for many years. There are apartment complexes to the north and south of this property. Therefore, staff recommends for approval.

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 recommend for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

February 7, 2022

Attachments

a. 2022-019 ORD 1406 Richmond Rd (DOCX)
b. 2022-019 EXH 'A' (Legal Description) (PDF)
c. 2022-019 ATTH 01 (Maps) (PDF)
d. 2022-019 Goals & Perspectives (DOCX)
e. 2022-019 ORD rezoning 1406 Richmond Road signed (PDF)

Staff Coordination

Planning & Zoning Commission	Laura Puckett	Department Head Review	Completed	02/21/2022 10:13 AM
Building Code Administration	Mashell Daniel	Reviewer	Completed	02/24/2022 10:49 AM
City Manager	David Orr	Reviewer	Completed	02/24/2022 11:40 AM
City Council	Vicky Coopwood	Meeting	Completed	02/28/2022 6:00 PM

Meeting History

02/28/22 City Council MOVED FORWARD Next: 03/14/22

Z-22-01

ORDINANCE NO. 2022-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 2.89-ACRE TRACT OF LAND (BEING TRACT 32), IN THE W. H. ECTOR HRS, A-695, HOSKINS & SMELSER TR 4, LOCATED AT 1406 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO MULTIPLE FAMILY-2; 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 a **2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; 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 Single Family-2 to Multiple Family-2 on a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** 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: 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 **a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance

Attachment: 2022-019 ORD 1406 Richmond Rd (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

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 **14th day of March, 2022.**

ATTEST:

_____	_____
VICKY COOPWOOD, ASST. CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2022-019 ORD 1406 Richmond Rd (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

2022-019 EXH "A'

Legal Description

W H ECTOR A-695
HOSKINS & SMELSER TR 4
2015-13578 12/01/15
BLK/TRACT 32
2.89 ACRES
1406 RICHMOND RD, TEXARKANA, TX

All that certain Tract or parcel of land situated in Bowie County, Texas, being a part of the W.H. ECTOR and the HOSKINS AND SMELSER HEADRIGHT SURVEYS, and described by metes and bounds as follows:

BEGINNING at a point, a fence corner on the E.B. line of the W.H. Ector H.R. Survey being 225.34 feet South of the N.W. corner of the W.W. Wooten H.R. Survey, same being an inside corner of the said Ector H.R. Survey;

THENCE South 65 deg. 35 min. West along a fence 380.21 feet to a stake;

THENCE South 69 deg. 0 min. West along a fence 370.89 feet to an old iron pin in the E.B. line of the Richmond Road;

THENCE South 37 deg. 18 min. East along the E.B. line of said Richmond Road 224.34 feet to a stake;

THENCE South 43 deg. 28 min. East along the E.B. line of said Richmond Road 81.34 feet to a stake;

THENCE North 36 deg. 44 min. East along a fence, the N.B. line of Stone's Addition to the City of Texarkana, Bowie County, Texas, 268.13 feet to a stake;

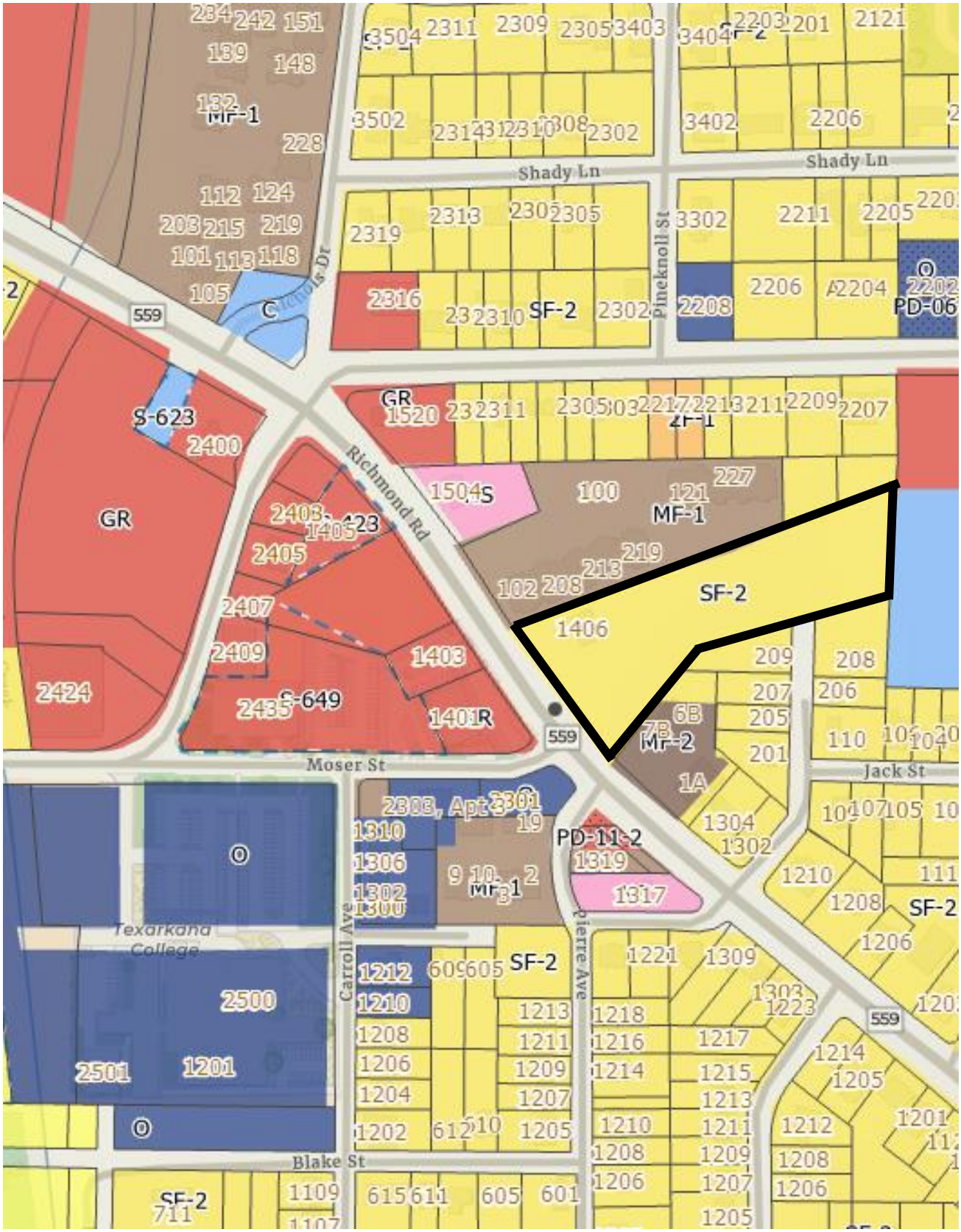
THENCE north 73 deg. 48 min. East along a fence, the N.B. line of said Stone's Addition 353.53 feet to a stake;

THENCE North with the W.B. line of the said W.H. Ector H.R. Survey 214.63 feet to the point of beginning;

CONTAINING 3.03 acres, more or less.

Attachment: 2022-019 EXH 'A' (Legal Description) (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

1406 Richmond Road



Attachment: 2022-019 ATTH 01 (Maps) (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

2022-019 ATTH 01

1406 Richmond Road

Attachment: 2022-019 ATTH 01 (Maps) (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-019 Goals & Perspectives (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

Z-22-01

ORDINANCE NO. 2022-019

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 2.89-ACRE TRACT OF LAND (BEING TRACT 32), IN THE W. H. ECTOR HRS, A-695, HOSKINS & SMELSER TR 4, LOCATED AT 1406 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO MULTIPLE FAMILY-2; 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 a **2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; 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 Single Family-2 to Multiple Family-2 on a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** 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: 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 **a 2.89-acre tract of land (being Tract 32), in the W. H. Ector HRS, A-695, Hoskins & Smelser TR 4, located at 1406 Richmond Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

SECTION 2: It is further provided that in case a section, clause, sentence or part of this ordinance

Attachment: 2022-019 ORD rezoning 1406 Richmond Road signed (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

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 **14th day of March, 2022.**

ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-019 ORD rezoning 1406 Richmond Road signed (3642 : 2022-019 ORD rezoning from SF-2 to MF-2 at 1406 Richmond Rd)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 2/23/2022 10:25 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-020 approving an amendment to PD-02-13 (GR) for site plan approval on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place. Brad Meador with 2B Builders, owner.		

Briefing: 3/14/2022 **Public Hearing:** 3/14/2022 **Council Vote:** 3/14/2022

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 for site plan approval by Brad Meador, 2B Builders, owner, on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place, for the purpose of constructing 26 apartment units (Phase 2). This property is currently vacant land.

The adjacent zoning is Planned Development-General Retail to north, east, west, and south. A portion of the development south of this location is Multiple Family-1. The adjacent land use is vacant land to the east, offices to the west and south and apartments to the north.

The site plan consists of the following:

1. Twenty-six (26) two-story, one, two and three-bedroom apartment units.
2. Façade will be hardi board siding, brick, and concrete with rock columns.
3. Access will be from Brooke Place.
4. 2 parking spaces per unit which includes a 1 car garage.
5. Screened dumpster site or individual service trash receptacles.
6. No signs.

Staff recommends for approval of the site plan.

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

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 site plan.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommend for approval with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

February 7, 2022

Attachments

a. 2022-020 ORD Amendment to PD02-13(GR) 3400 block Brooke Pl (DOCX)
b. 2022-020 EXH 'A' (Site Plan)(PDF)
c. 2022-020 ATTH 01 (Maps) (PDF)
d. 2022-020 ATTH 02 (Floor plans and Elevation) (PDF)
e. 2022-020 Goals & Perspectives (DOCX)
f. 2022-020 ORD site plan Brooke Place signed (PDF)

Staff Coordination

Planning & Zoning Commission	Laura Puckett	Department Head Review	Completed	02/21/2022 10:13 AM
Building Code Administration	Mashell Daniel	Reviewer	Completed	02/24/2022 10:49 AM
City Manager	David Orr	Reviewer	Completed	02/24/2022 11:39 AM
City Council	Vicky Coopwood	Meeting	Completed	02/28/2022 6:00 PM

Meeting History

02/28/22	City Council	MOVED FORWARD	Next: 03/14/22

ORDINANCE NO. 2022-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-02-13(GR) FOR SITE PLAN APPROVAL ON LOTS 9, 10, AND 11, BLOCK 6, RICHMOND DEVELOPMENT FIFTH SUBDIVISION, LOCATED IN THE 3400 BLOCK OF BROOKE PLACE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-02-13(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-02-13(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: The site plan for **(Exhibit 'A') on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-02-13(GR).

SECTION 2: PD-02-13(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**),

Attachment: 2022-020 ORD Amendment to PD02-13(GR) 3400 block Brooke Pl (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan

incorporated herein by reference for all purposes, and includes the following:

1. Twenty-six (26) two-story, one, two and three-bedroom apartment units.
2. Façade will be hardi board siding, brick, and concrete with rock columns.
3. Access will be from Brooke Place.
4. Two (2) parking spaces per unit which includes a one (1) car garage.
5. Screened dumpster site or individual service trash receptacles.
6. No signs.

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

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

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

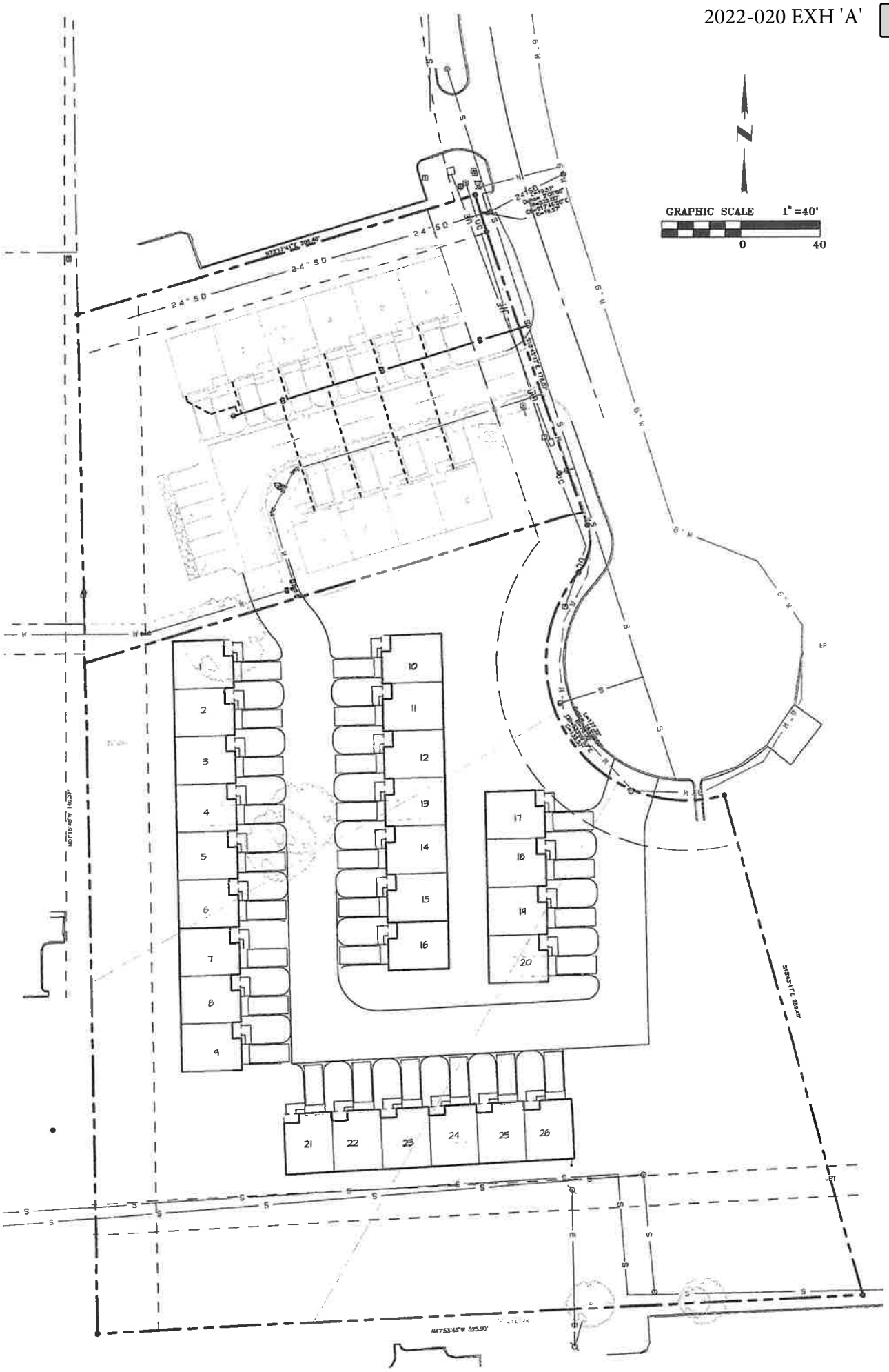
PASSED AND APPROVED in Regular Council Session on this the **14th day of March, 2022.**

ATTEST:

_____ _____

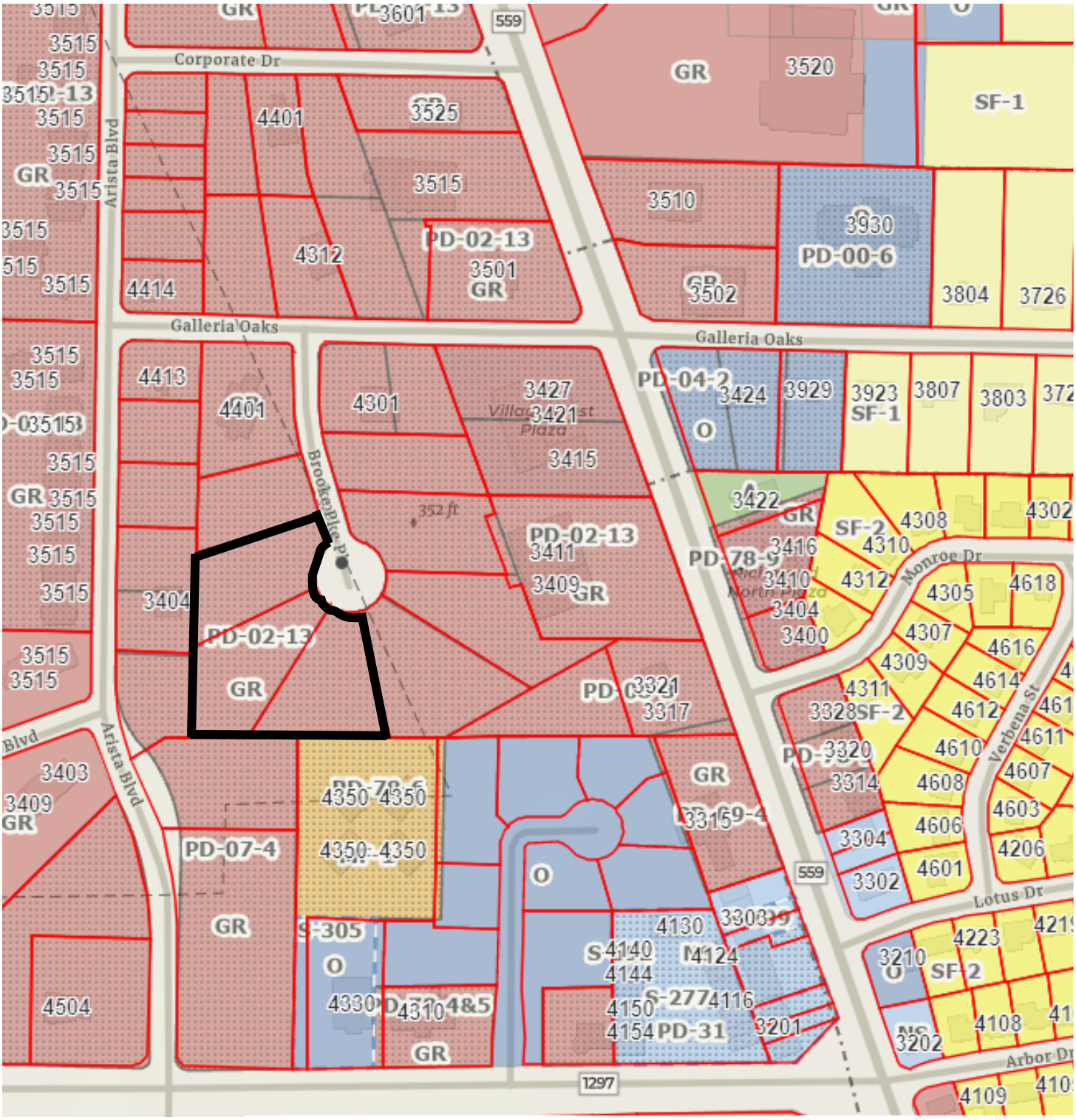
VICKY COOPWOOD, ASST. CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-020 ORD Amendment to PD02-13(GR) 3400 block Brooke Pl (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan



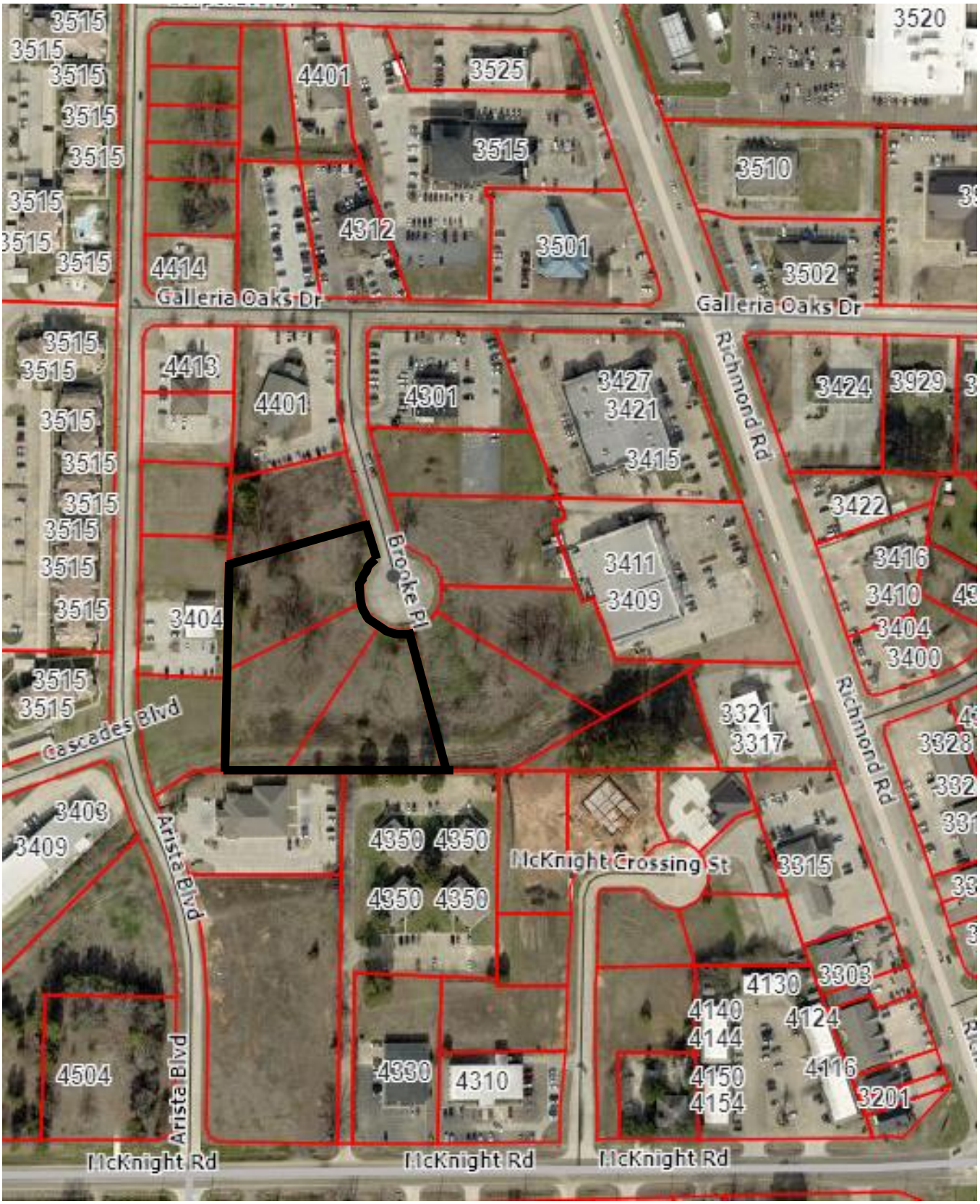
Attachment: 2022-020 EXH 'A' (Site Plan) (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block Brooke Place)

3400 Block Brooke Place



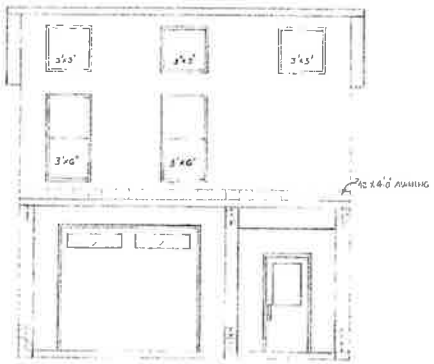
Attachment: 2022-020 ATTH 01 (Maps) (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block Brooke Place)

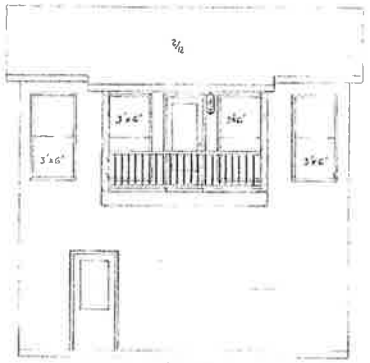
3400 Block Brooke Place

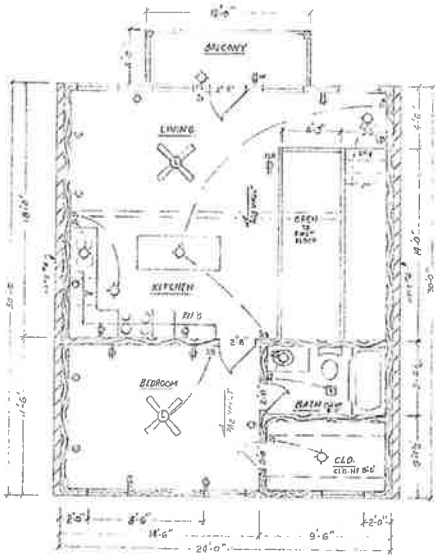


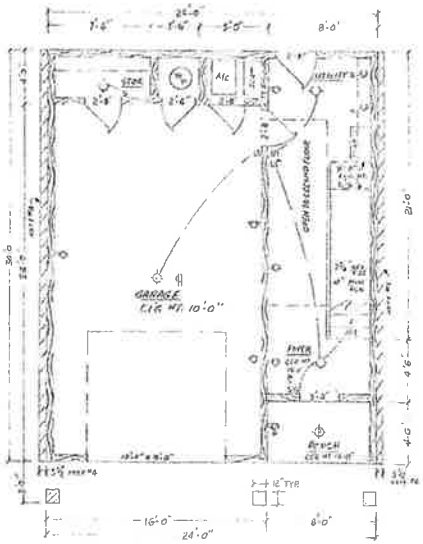
Attachment: 2022-020 ATTH 01 (Maps) (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block Brooke Place)

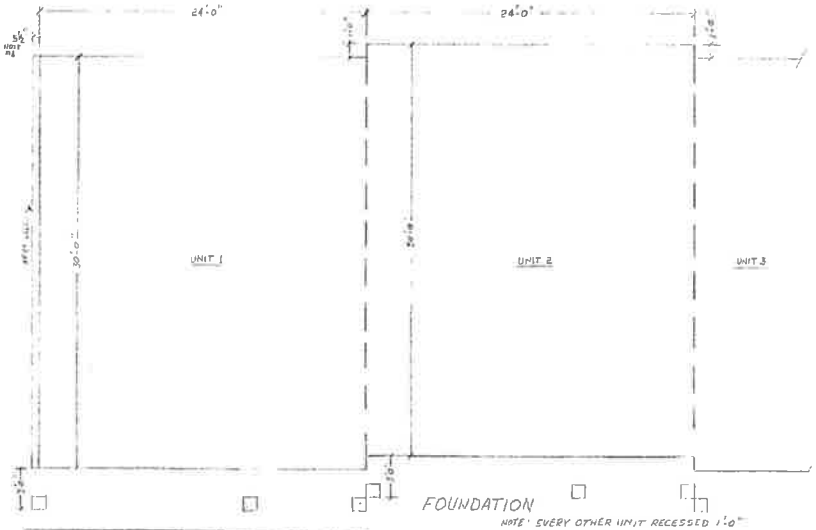
2022-020 ATTH 02











NOTES

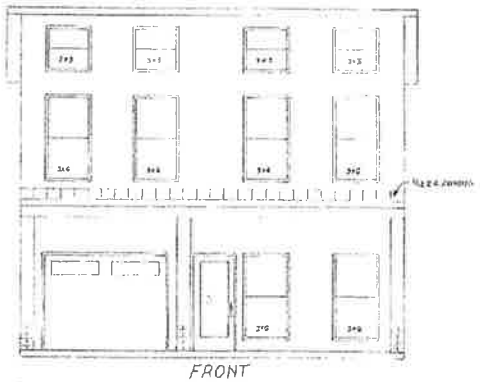
1. 2"x6" x 16"o.c WALLS
2. 2ND FLOOR BACK WALL PLATE HEIGHT
   8'-6" UNIT 1,3,5
   8'-8" UNIT 2,4,6
3. ROOF 4/12 PITCH, MAINTAIN COMMON ROOF THROUGHOUT
4. BRICK LEDGE ON END UNITS ONLY

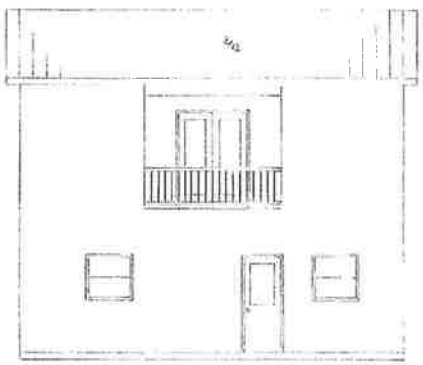
2 STORY, 3 BEDROOM APPARTMENT
2 B BUILDERS
TEXARKANA, USA

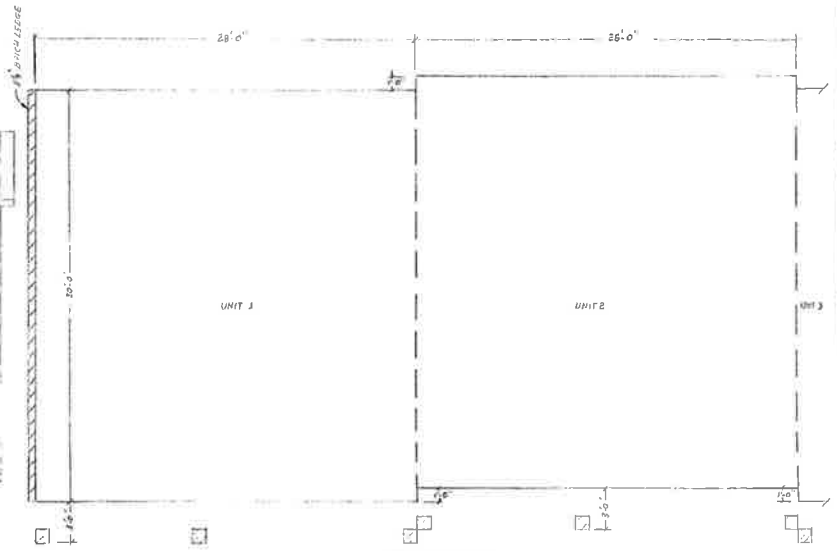
FLOOR & ELEVATIONS
SCALE: 1/4"=1'-0"
DATE: 1-15-2021
SHEET: 1 of 1

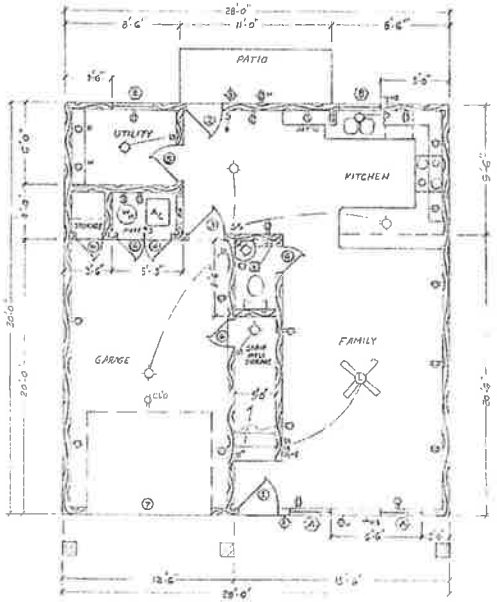
Attachment: 2022-020 ATTH 02 (Floor plans and Elevation) (3643 : 2022-020 ORD Amendment to PD-02-13

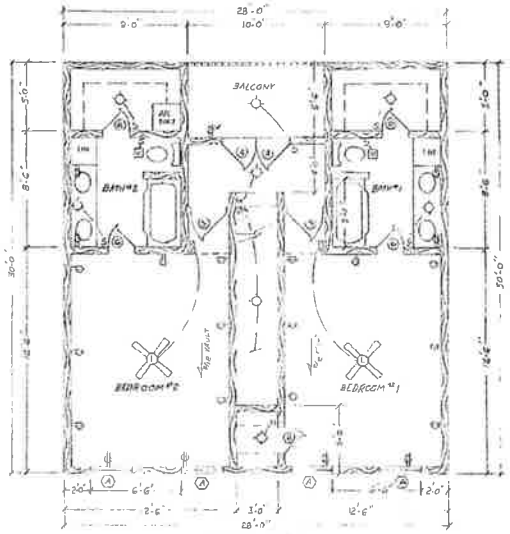
2022-020 ATTH 02)











DOORS

KEY	SIZE	DESCRIPTION
1	3'-0" x 6'-8"	EXTERIOR FULL GLASS
2.	2'-8" x 6'-8"	" ½ GLASS
3.	2'-8" x 6'-8"	" METAL
4.	2'-6" x 6'-8"	" FULL GLASS
5	2'-8" x 6'-8"	INTERIOR HOLLOW CORE
6	2'-0" x 6'-8"	" " "
7.	9'-0" x 7'-0"	OVERHEAD w/ OPENER

WINDOWS

KEY	SIZE	DESCRIPTION
A	3'-0" x 6'-0"	INSULATED SINGLE HUNG ½
B	3'-0" x 3'-0"	" " " "

NOTES

1. 2"x6" O.C. WALLS
2. 2ND FLOOR BACK WALL PLATE HEIGHT
   8'-6" UNITS 1,3,5 &
   8'-0" UNITS 2,4,6 &
3. ROOF PITCH 3/12, MAINTAIN COMMON ROOF THROUGHOUT
4. BRICK LEDGE ON END UNITS ONLY
5. RAISE FLOOR 17"
6. WATER HEATER PAN REQUIRED
7. 1ST FLOOR 9'-0" CEILING HEIGHT

SQUARE FOOTAGES	
1ST A/C AREA	785 SF
2ND A/C AREA	354 SF
TOTAL	1,139 SF
GARAGE	840 SF
STORAGE	28 SF
BALCONY	55 SF

2 BEDROOM 2½ BATH
2B BUILDERS
TEXARKANA, USA

FLOOR ELEVATIONS
SCALE: ¼" = 1'-0"
DATE: 8-24-2021
SHEET: 4

Attachment: 2022-020 ATTH 02 (Floor plans and Elevation) (3643 : 2022-020 ORD Amendment to PD-02-13

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-020 Goals & Perspectives (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block Brooke Place)

Amendment to
PD-02-13(GR)

ORDINANCE NO. 2022-020

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-02-13(GR) FOR SITE PLAN APPROVAL ON LOTS 9, 10, AND 11, BLOCK 6, RICHMOND DEVELOPMENT FIFTH SUBDIVISION, LOCATED IN THE 3400 BLOCK OF BROOKE PLACE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-02-13(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-02-13(GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: The site plan for **(Exhibit 'A') on Lots 9, 10, and 11, Block 6, Richmond Development Fifth Subdivision, located in the 3400 block of Brooke Place** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-02-13(GR).

SECTION 2: PD-02-13(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**),

Attachment: 2022-020 ORD site plan Brooke Place signed (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block

incorporated herein by reference for all purposes, and includes the following:

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PASSED AND APPROVED in Regular Council Session on this the **14th day of March, 2022.**

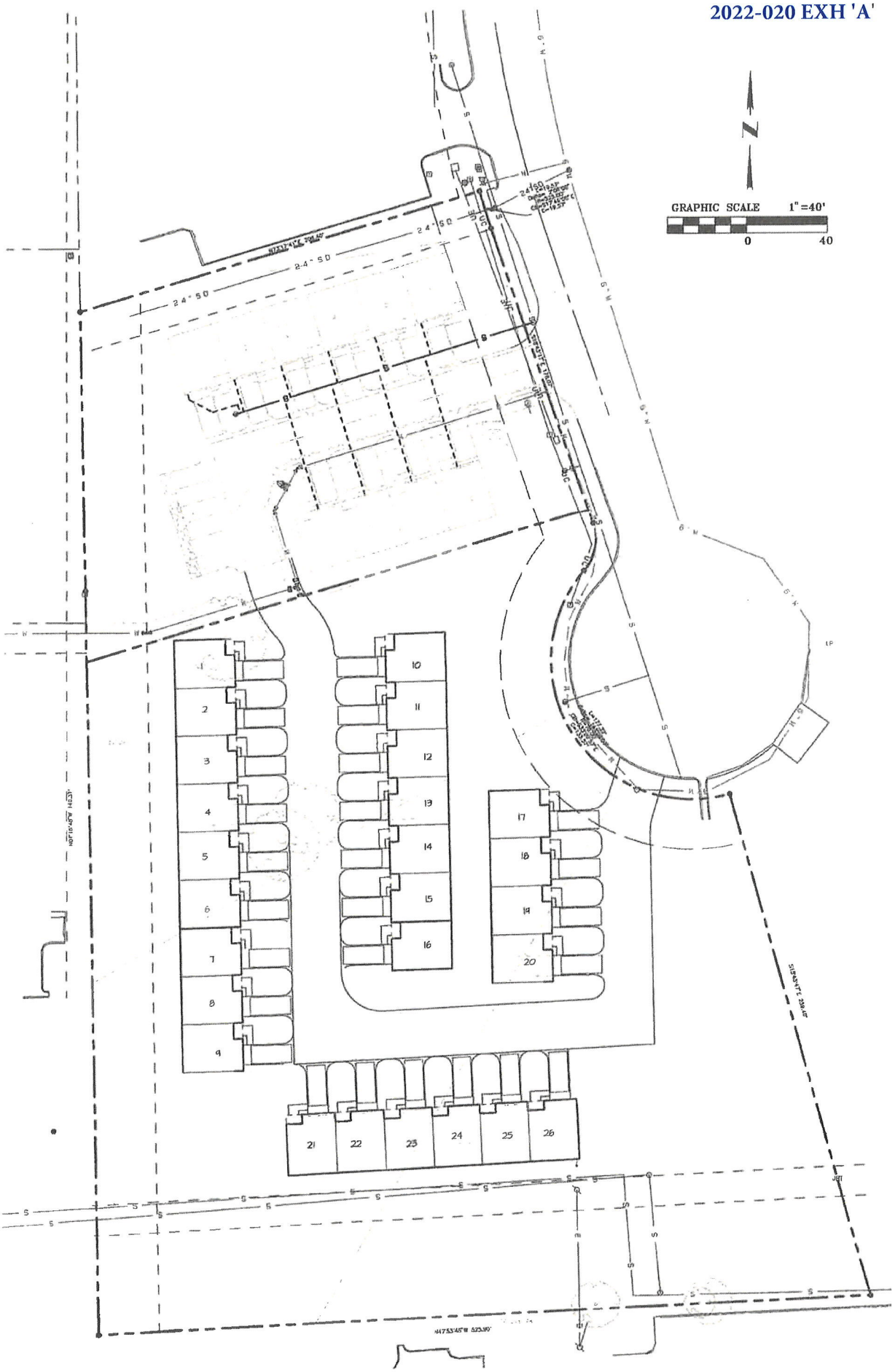
ATTEST:

VICKY COOPWOOD, ASST. CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-020 ORD site plan Brooke Place signed (3643 : 2022-020 ORD Amendment to PD-02-13 for site plan approval 3400 block

2022-020 EXH 'A'



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