CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MARCH 27, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

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

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER LIBBY WHITE

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, April 10, 2023 at 6:00 p.m.
Monday, April 24, 2023 at 6:00 p.m.
Monday, May 8, 2023 at 6:00 p.m. (**One meeting only in May**)

Parks & Recreation Activities

April 1st	P2A USSSA Baseball Tournament	Spring Lake Park
April 1st	TSA Spring Soccer League begins	Wallace Park

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

Texarkana Trash Off & The Big Event

Texarkana will be participating in the **Don't Mess with Texas Trash Off** from 8:00 a.m. to 12:00 p.m. on Saturday, April 1st. **Official kick-off time is 7:30 a.m. at the downtown Post Office.** This will be an opportunity for residents to help clean up their area roadways and beautify the community.

Texas A&M University - Texarkana will have the **The Big Event** on the same day, where students, faculty, staff, alumni, and families lend a helping hand to the community. The City will host numerous project sites around town.

For more information regarding either event, contact the Planning and Community Development Department at (903) 798.3904.

Annual Health & Wellness Fair 2023

The City will host the health fair on Wednesday, April 19th at the Texarkana Convention Center, 2910 S. Cowhorn Creek Loop, Texarkana, Texas, from 10:00 a.m. to 2:00 p.m. Regional and local vendors will be available for free testing, wellness screenings, and blood donations. There will also be food trucks and door prizes.

For more information regarding the health fair, contact the Texarkana-Bowie County Family Health Center at (903) 798.3287.

The official dedication for the new "**Rail Stop**" was held at 5:00 p.m. on March 27th at the downtown AMTRAK station. This project was spear headed by the current Leadership Texarkana class. The class did an excellent job of sprucing up that area with new signage and new landscaping. This improvement will provide a very nice first impression to those who are traveling through Texarkana by way of rail.

A groundbreaking and blessing ceremony will be held for the new Christus St. Michael Emergency Center on Tuesday, March 28th at 11:00 a.m. All were encouraged to enjoy the ceremony at 4250 Gibson Lane, in the vicinity of the roundabout area.

On a sad note, on Wednesday, March 21st, Mrs. Marilyn Markham, passed away. She was the wife of well-known Fred Markham, who is with the Texas Pioneer Foundation. Ms. Markham was a descendant of the Watts family, known to be Texarkana's original pioneer family.

IV. LIFENET ANNUAL REPORT - BY CEO DAVE SNAVELY

LifeNet is an accredited ambulance service by the Commission on Accreditation of Ambulance Services (CAAS). LifeNet's service areas are Texas, Arkansas, and Oklahoma and it is governed by a 15-member board comprised of healthcare and business leaders.

Mr. Snavely shared a few highlights regarding ambulance service in Texarkana in 2022:



He also discussed pandemic challenges that included staffing vacancies, workforce production, increased demand, inflation, and bed availability at local hospitals.

Mr. Snavely was accompanied by Texas Area Director Darren Higgs, current Board Chairperson Buddy Allen, and Marketing/PR Coordinator Carington Bright.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Hart recommended the reappointments of Zachary Pianalto and Charles Tyous to the Building & Standards Committee.

Council Member Williams recommended the reappointment of Matthew Hackworth to the Building & Standards Committee.

Council Member Davis recommended the reappointment of Casey Boyette to the Planning and Zoning Commission.

Motion to confirm various reappointments to boards, commissions, and committees.

(6:31 p.m.)

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:32 p.m.)

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

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

2. Resolution No. 2023-030 approving the budget calendar for Fiscal Year 2024.

   Public Hearing:
   Council Vote: March 27, 2023

Action Items

[There were no action items.]

VIII. FIRST BRIEFINGS

1. Ordinance No. 2023-036 rezoning an approximate 1.74-acre tract of land (being Lot 3R), Rose Acres, located in the 4600 block of Rose Acres Road. Agriculture to Multiple Family-1. Mike Craven, MCCM Properties, LLC, owner, and Byron Leonoudakis, agent.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

2. Ordinance No. 2023-037 rezoning an approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145, located at 610 S. Wake Village Road. Agriculture to Industrial-1. Charles Bergen, Synergy Direct, Inc., owner, and Paul Dickerson, agent.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

3. Ordinance No. 2023-038 rezoning Lots 3, 4, 5, and 6, Block 144, City Triggs Addition, located at 1401 Pine Street. Office to General Retail. Estiza Dennis, owner.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

4. Ordinance No. 2023-039 amending PD-23-1 (GR) for approval on Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street. Estiza Dennis, owner.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

5. Ordinance No. 2023-040 rezoning an approximate 22.35-acre tract of land (being Tract 14 & 17), R G Cannon HRS, A-733 and 48A M E P & P HRS, A-421, located at 4001 Summerhill Road. Single Family-1 to General Retail. Doug Brubaker, Superintendent Texarkana ISD, owner, and Russell Sparks, agent.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

6. Ordinance No. 2023-041 amending PD-05-7 for site plan approval on Lot 1, Pavilion Park, on a portion of a 7.76-acre tract of land, located on the northeast corner of Gibson Lane and Pavilion Parkway. Kyle Rutherford representing Christus St. Michael, owner, and Kayla Wood, MTG Engineering and Surveyors, agent.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

7. Resolution No. 2023-042 approving proposed revisions to the Perot Theatre management contract made by the Perot Theatre Advisory Committee.

   Public Hearing: April 10, 2023
   Council Vote: April 10, 2023

   Mayor Bruggeman moved and considered this resolution first under this section. Keith Beason briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 4/10/2023 6:00 PM**

IX. PUBLIC HEARINGS

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

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

   There were no public comments made at this hearing.
   (6:45 p.m.)

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

2. Resolution No. 2023-043 beginning the process of considering the voluntary annexation of two tracts, 7.98 acres and 11.05 acres, respectively, in the George Brinlee HRS, A-18, adjacent to Cooper Lane, by authorizing a development agreement with the owner, ATFAB, LLC., for extension of city regulatory authority and guarantee of extraterritorial status during the agreement term.

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

   Dusty Henslee briefed this agenda item. There were no public comments made at this hearing.
   (6:47 p.m.)

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

X. CITY MANAGER'S REPORT

Governor's Texas Music Office Workshop
Staff recently held a workshop regarding the process to become a Texas Certified Music Friendly Community. The benefits of the Music Friendly Communities Designation include showing support for an important local industry and enhancing economic impact. As part of the certification process, Council action will be requested to create an advisory board at a future meeting.

Airport Master Plan Workshop
The Airport Master Plan Workshop was held on Wednesday, March 22nd at the Texarkana Arkansas Convention Center. Public input is needed as the city plans for future economic development and growth at Texarkana's airport. The public can review the plan and submit comments online at txk.airportstudy.net.

TAMU-T Big Event & Don't Mess with Texas Trash-Off: - Saturday, April 1st
The City will host the Texarkana Trash Off 2023 on Saturday, April 1st from 8:00 a.m.-12:00 p.m., where residents will have the opportunity to help clean up their area roadways and beautify the community. City staff will also join in on these efforts at numerous project sites around town. There will be a roll-off dumpster at each location, listed below, to allow volunteers to bring their bulk waste and trash. Electronics, paint, tires, and batteries will not be accepted at these sites.

1. Public Library, back parking lot (**600 W 3rd St, Texarkana, TX**)
2. Rosehill (**1303 Milam St & W. 13th, Texarkana, TX**)
3. New Town, Bell Park (**3208 Lincoln Ave, Texarkana, TX**)
4. Beverly Community Center (**901 Lumpkin St, Texarkana, TX**)

Reminder: Library Director Jennifer Strayhorn's Retirement Reception is scheduled for Friday, March 31st beginning at noon in the David Nelson meeting room at the library.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Mayor Bruggeman wished Texarkana Library Director, Jennifer Strayhorn, a happy retirement!

2. City Staff

   Kristin Peeples said with the adoption of Resolution No. 2023-030 - FY 2024 Budget Calendar, it's now time for council to consider establishing the Budget Advisory Committee (BAC), if it so chooses, and, who will comprise the committee. Council Member Hart said her choice is Melva Flowers.

   Staff also would like to give council the option of making the BAC a permanent committee. If council desires to formally establish the BAC, staff will bring forth a resolution at a future council meeting.

   Chris Black happily introduced the "newest addition" to the Fire Department: **ENGINE NO. 7!**



XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:55 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Libby White, Ward 5
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, White, Davis
EXCUSED:	Bruggeman

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MARCH 13, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

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

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK

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

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

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

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

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

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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

Parks & Recreation Activities:

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

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

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

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

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

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

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

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

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

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

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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

(6:16 p.m.)

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:18 p.m.)

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

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

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

   Public Hearing:
   Council Vote: March 13, 2023

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

   Public Hearing:
   Council Vote: March 13, 2023

Action Items

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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

   Public Hearing:
   Council Vote: March 13, 2023

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

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

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

   Public Hearing:
   Council Vote: March 13, 2023

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

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

VIII. FIRST BRIEFINGS

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

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

   Daphnea Ryan briefed this agenda item.

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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

IX. PUBLIC HEARINGS

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

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

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

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

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

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

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

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

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

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

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

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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

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

X. CITY MANAGER'S REPORT

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

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

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

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

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XII. ADJOURNMENT

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

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Mar 13, 2023 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 2/27/2023 2:42 PM

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

Subject: Resolution No. 2023-030 approving the budget calendar for Fiscal Year 2024.

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

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City charter requires the City Council to approve the calendar that sets the schedule for preparing and adopting the City's annual operating budget for the next fiscal cycle that will begin October 1, 2023 and end September 30, 2024.

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. 2023-030 RES Budget Calendar FY 2024 (DOCX)
b. 2023-030 EXH 'A' Budget Calendar FY 24 (PDF)
c. 2023-030 Goals & Perspectives (DOCX)

d. 2023-030 RES FY 2024 Budget Calendar signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples 02/27/2023 2:42 PM	Department Head Review	Completed	
Finance Department	Kristin Peeples	Finance Review	Completed	02/27/2023 2:42 PM
City Manager	David Orr	City Manager Review	Completed	03/03/2023 5:44 PM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BUDGET CALENDAR FOR FISCAL YEAR 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the City Council to approve the calendar that sets the schedule for preparing and adopting the City's annual operating budget for the next fiscal cycle that will begin October 1, 2023, and end September 30, 2024; and

WHEREAS, the budget calendar for the fiscal year ending September 30, 2024, is attached as "**Exhibit A**".

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

SECTION 1: The budget calendar for the fiscal year ending September 30, 2024, is hereby approved.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-030 RES Budget Calendar FY 2024 (3937 : 2023-030 RES Approving Budget Calendar FY 2024)

Budget Calendar

Fiscal Year 2024

Mon	March 27	6:00 PM	City Council approves budget calendar and establishes citizen led Budget Advisory Committee
March/April			Departmental budget meetings
May/June			Various meetings with Budget Advisory Committee and City Council
Fri	August 11		Budget filed with municipal clerk
Mon	August 14	6:00 PM	First briefing on proposed budget First briefing on proposed tax rate First briefing on ratifying a budget that raises more tax revenue than last year Record vote to publish notice of tax rate increase *(This is only to provide notice to the public and not to adopt the tax rate)*
Wed	August 16		Notice of public hearing on proposed budget
Mon	August 28	6:00 PM	Public hearing on proposed budget *(Law requires action to be taken after the public hearing.* *Recommendation will be to postpone until the September 11th meeting)*
Wed	September 6		Notice of public hearing on proposed tax rate
Mon	September 11	6:00 PM	Public hearing on proposed tax rate Public hearing on ratifying a budget that raises more tax revenue than last year Record vote for adoption of budget Record vote for adoption of tax rate Record vote to ratify budget that raises more tax revenue than last year
Sun	October 1		Fiscal year begins Adopted budget implemented
Fri	December 8		Final budget document posted, distributed and submitted to Government Finance Officers Association (GFOA)

Attachment: 2023-030 EXH 'A' Budget Calendar FY 24 (3937 : 2023-030 RES Approving Budget Calendar FY 2024)

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: 2023-030 Goals & Perspectives (3937 : 2023-030 RES Approving Budget Calendar FY 2024)

RESOLUTION NO. 2023-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BUDGET CALENDAR FOR FISCAL YEAR 2024; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter requires the City Council to approve the calendar that sets the schedule for preparing and adopting the City's annual operating budget for the next fiscal cycle that will begin October 1, 2023, and end September 30, 2024; and

WHEREAS, the budget calendar for the fiscal year ending September 30, 2024, is attached as "**Exhibit A**".

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

SECTION 1: The budget calendar for the fiscal year ending September 30, 2024, is hereby approved.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:32 p.m.

Attachment: 2023-030 RES FY 2024 Budget Calendar signed (3937 : 2023-030 RES Approving Budget Calendar FY 2024)

Budget Calendar

Fiscal Year 2024

Mon	March 27	6:00 PM	City Council approves budget calendar and establishes citizen led Budget Advisory Committee
March/April			Departmental budget meetings
May/June			Various meetings with Budget Advisory Committee and City Council
Fri	August 11		Budget filed with municipal clerk
Mon	August 14	6:00 PM	First briefing on proposed budget First briefing on proposed tax rate First briefing on ratifying a budget that raises more tax revenue than last year Record vote to publish notice of tax rate increase *(This is only to provide notice to the public and not to adopt the tax rate)*
Wed	August 16		Notice of public hearing on proposed budget
Mon	August 28	6:00 PM	Public hearing on proposed budget *(Law requires action to be taken after the public hearing.* *Recommendation will be to postpone until the September 11th meeting)*
Wed	September 6		Notice of public hearing on proposed tax rate
Mon	September 11	6:00 PM	Public hearing on proposed tax rate Public hearing on ratifying a budget that raises more tax revenue than last year Record vote for adoption of budget Record vote for adoption of tax rate Record vote to ratify budget that raises more tax revenue than last year
Sun	October 1		Fiscal year begins Adopted budget implemented
Fri	December 8		Final budget document posted, distributed and submitted to Government Finance Officers Association (GFOA)

Attachment: 2023-030 RES FY 2024 Budget Calendar signed (3937 : 2023-030 RES Approving Budget Calendar FY 2024)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/24/2023 11:08 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-036 rezoning an approximate 1.74-acre tract of land (being Lot 3R), Rose Acres, located in the 4600 block of Rose Acres Road. Agriculture to Multiple Family-1. Mike Craven, MCCM Properties, LLC, owner, and Byron Leonoudakis, agent.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Mike Craven, MCCM Properties, LLC, owner, and Byron Leonoudakis, agent, to rezone an approximate 1.74-acre tract of land (being Lot 3R), Rose Acres, located in the 4600 block of Rose Acres from Agriculture to Multiple Family-1. The proposed new site will be duplex housing for employees.

The Future Land Use Map has designated this property as “Industrial”.

The adjacent zoning is Agriculture to the north and south, Single Family-3 to the east and outside the city limits to the west. The adjacent land use is vacant land to the north and west, lumber yard to the south, event center to the east.

Staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:
NOT APPLICABLE

Staff Recommendation:
Staff recommends for approval of this request.

Advisory Board/Committee Review:
Planning and Zoning Commission

Board/Committee Recommendation:
The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:
March 6, 2023

Attachments

a. 2023-036 ORD Rezoning 4600 block of Rose Acres Road (DOCX)
b. 2023-036 EXH 'A' (Legal Description) (PDF)
c. 2023-036 ATTH 01 (Maps) (PDF)
d. 2023-036 ATTH 02 (Site Plan) (PDF)
e. 2023-036 ATTH 03 (Elevation) (PDF)
f. 2023-036 ATTH 04 (FloorPlan) (PDF)
g. 2023-036 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/15/2023 12:41 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/16/2023 8:32 AM
City Manager	David Orr	Reviewer	Completed	03/16/2023 10:38 AM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

Z-23-2

ORDINANCE NO. 2023-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 1.74-ACRE TRACT OF LAND (BEING LOT 3R), ROSE ACRES, LOCATED IN THE 4600 BLOCK OF ROSE ACRES ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM AGRICULTURE TO MULTIPLE FAMILY-1; 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 an **approximate 1.74-acre tract of land (being Lot 3R), Rose Acres (Exhibit 'A'), located in the 4600 block of Rose Acres Road,** in the City of Texarkana, Bowie County, Texas, from **Agriculture to Multiple Family-1**; 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 five (5) to zero (0) to recommend for approval of the application for rezoning from Agriculture to Multiple Family-1 on an approximate 1.74-acre tract of land (being Lot 3R), Rose Acres (Exhibit 'A'), located in the 4600 block of Rose Acres Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Agriculture to Multiple Family-1**; 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 **Agriculture to Multiple Family-1** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an **approximate 1.74-acre tract of land (being Lot 3R), Rose Acres (Exhibit 'A'), located in the**

Attachment: 2023-036 ORD Rezoning 4600 block of Rose Acres Road (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

4600 block of Rose Acres Road in the City of Texarkana, Bowie County, Texas, from **Agriculture to Multiple Family-1.**

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

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

SECTION 4: 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 **10th day of April, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-036 ORD Rezoning 4600 block of Rose Acres Road (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

2023-036 EXH 'A'

Z-23-2

Property Description
Tract 1 with 1.000 Acres
Bowie County, Texas
All that certain lot, tract or parcel of land being all of Lot No. 2 of Rosa Acres, a subdivision of Blocks 27, 28, 29, and the East-half of Block 30 of Tilson.s Subdivision of 397.39 acres in the Nancy Dycus Headright Survey, Abstract 145, Bowie County, Texas, according to the plat thereof, recorded in Volume 40, Page 284 of the Plat Records of Bowie County, Texas.

Property Description
Tract 2 with 0.157 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land being a portion of Lot No. 3 of Rosa Acres, a subdivision of Blocks 27, 28, 29, and the East-half of Block 30 of Tilson.s Subdivision of 397.39 acres in the Nancy Dycus Headright Survey, Abstract 145, Bowie County, Texas, according to the plat thereof, recorded in Volume 40, Page 284 of the Plat Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument), capped MTG 101011-00, found for a corner in the North right-of-way line of an asphalt roadway designated as Rosa Acres Road, being the Southeast corner of the said Lot No. 3, and the Southwest corner of Lot No. 2 of the said Rosa Acres Subdivision;

THENCE North 90 degrees 00 minutes 00 seconds West a distance of 22.00 feet along the South line of the said Lot No. 3, and the North right-of-way line of the said Rosa Acres Road to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner;

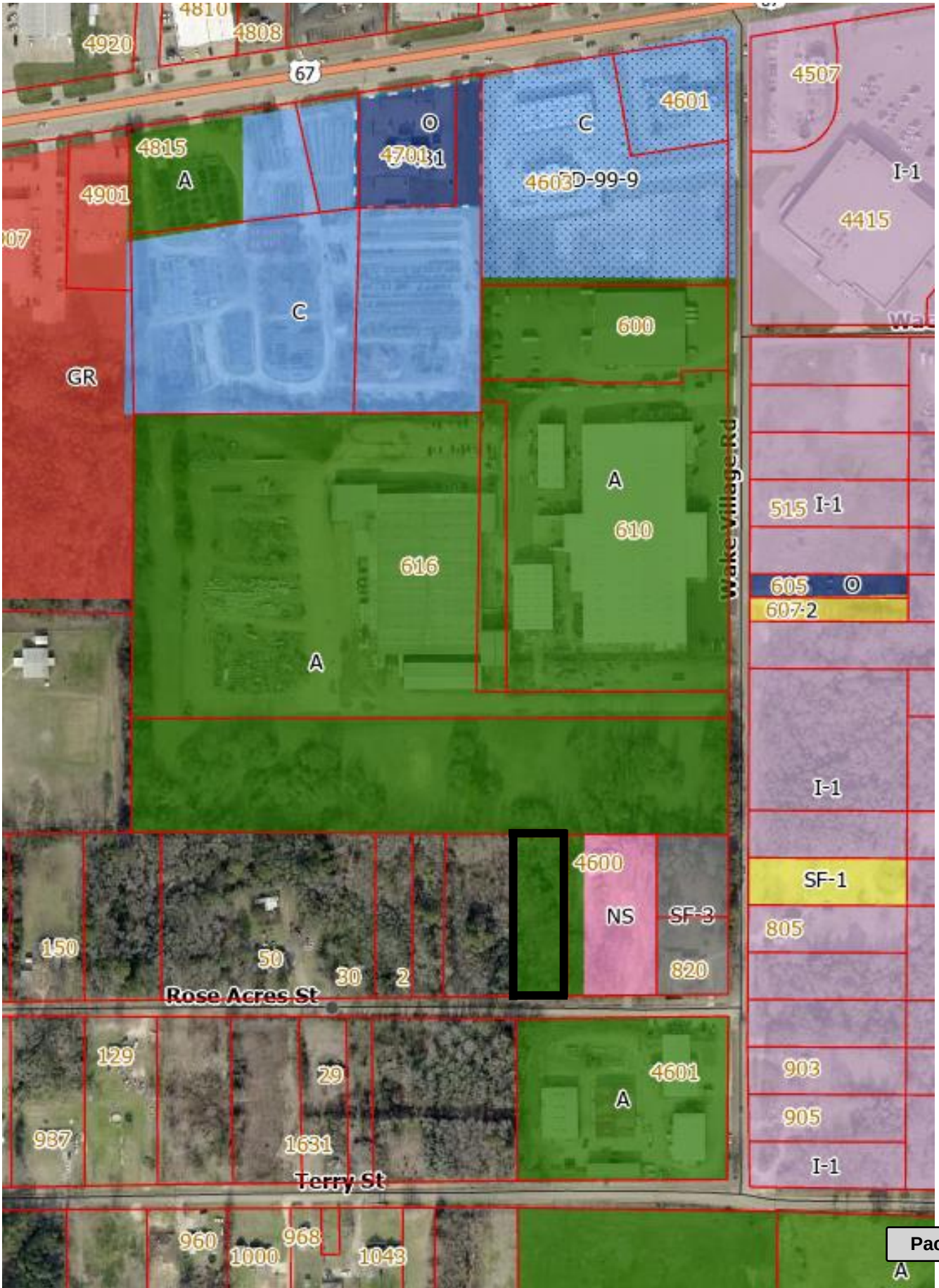
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 310.00 feet across and through the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner in the North line of the said Lot No. 3, and the South line of that certain tract of land described as 6.524 acres in the deed from C-L Associated, INC. to Fay J. Durrant, dated May 1, 2013, recorded in Volume 6443, Page 341 of the Real Property Records of Bowie County, Texas;

THENCE North 90 degrees 00 minutes 00 seconds East a distance of 22.00 feet along the North line of the said Lot No. 3, and the South line of the said 6.524 acre tract to a 1/2 inch steel rod (control monument), capped MTG 101011-00, found for a corner, being the Northeast corner of the said Lot No. 3, and the Northwest corner of the said Lot No. 2;

THENCE South 00 degrees 00 minutes 00 seconds East (basis of bearings) a distance of 310.00 feet along the common line between the said Lots No. 2 & 3 to the point of beginning, and containing 0.157 acres of land at the time of this survey.

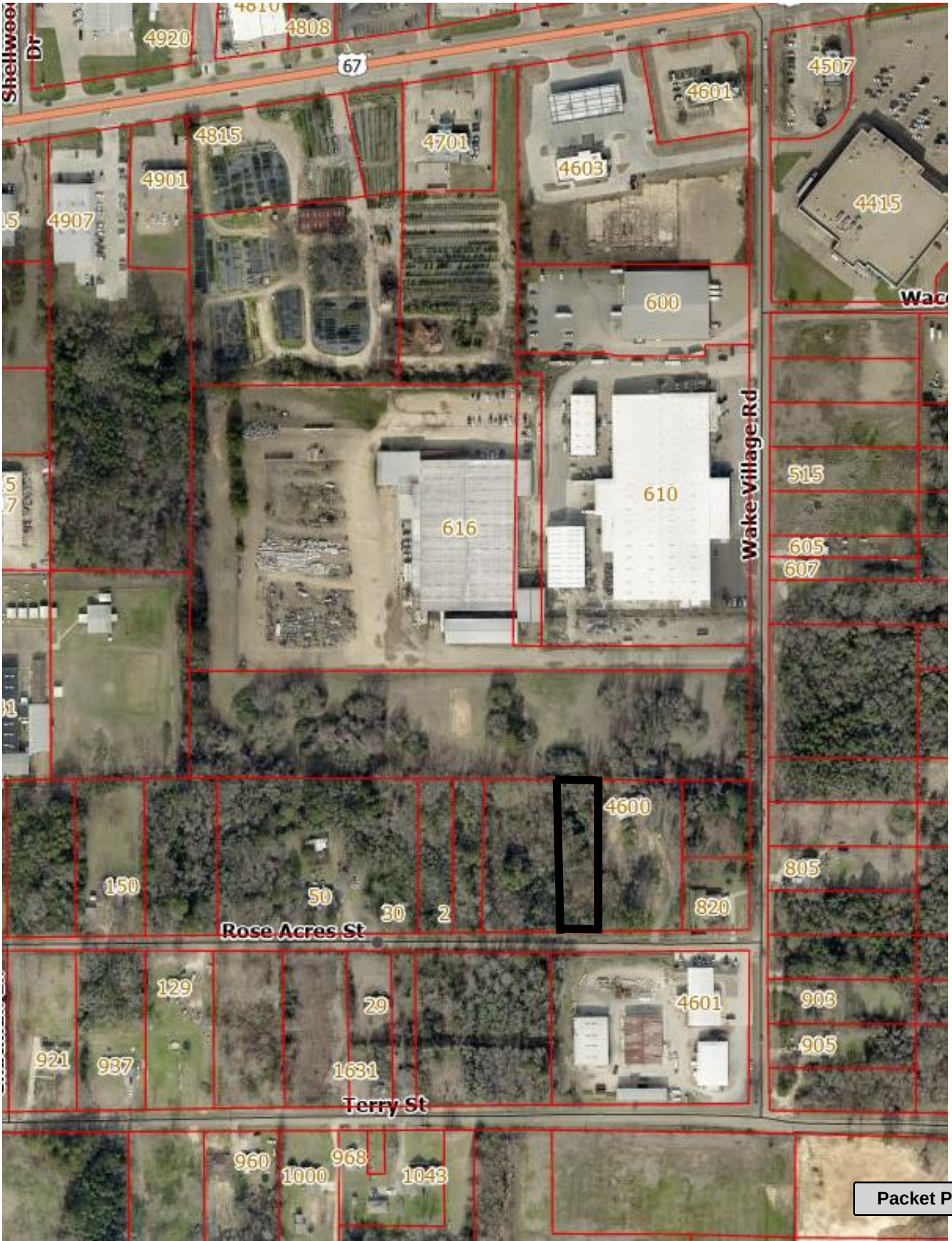
Attachment: 2023-036 EXH 'A' (Legal Description) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

ROSE ACRES



Attachment: 2023-036 ATTH 01 (Maps) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

ROSE ACRES

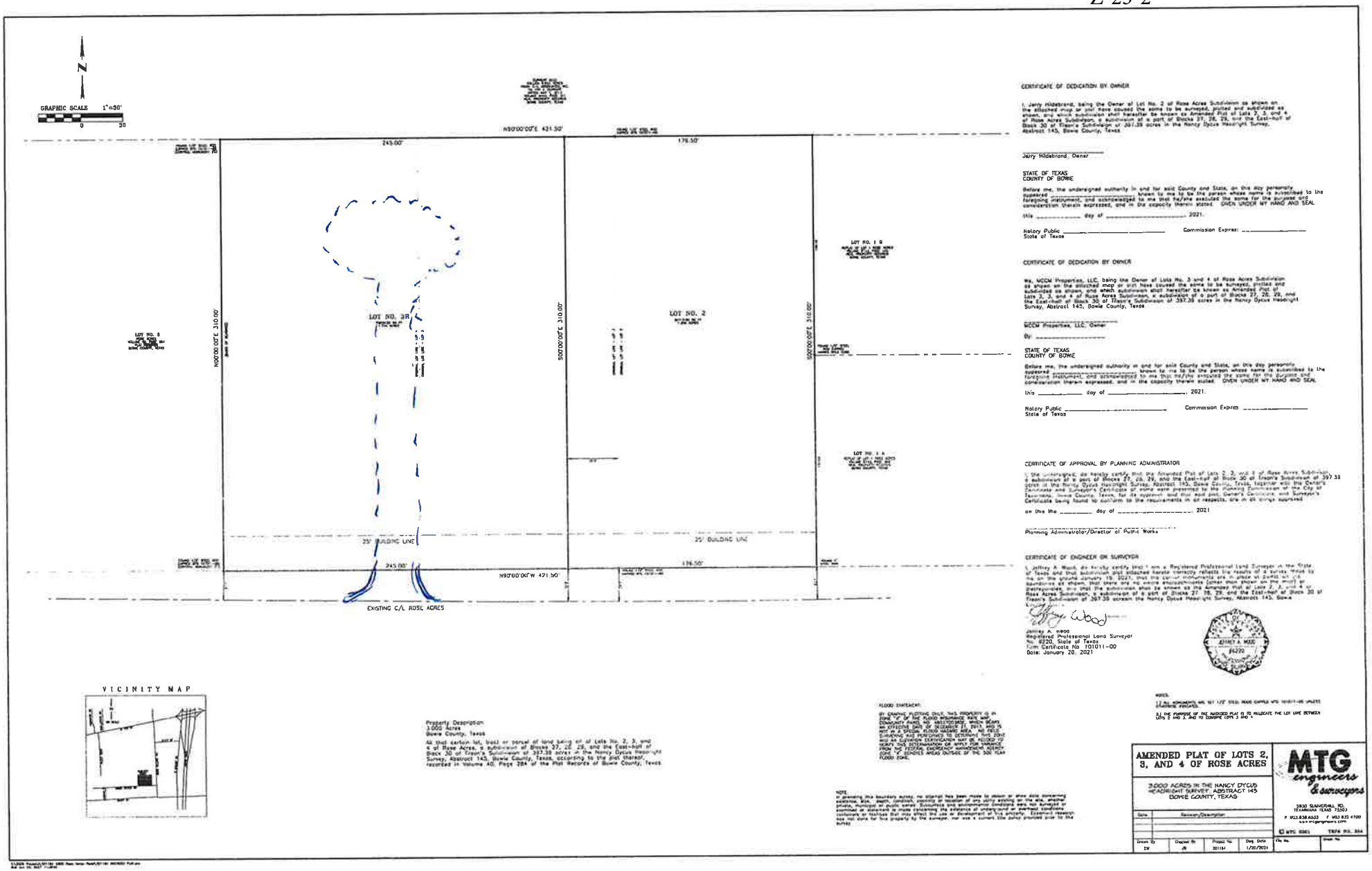


Attachment: 2023-036 ATTH 01 (Maps) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

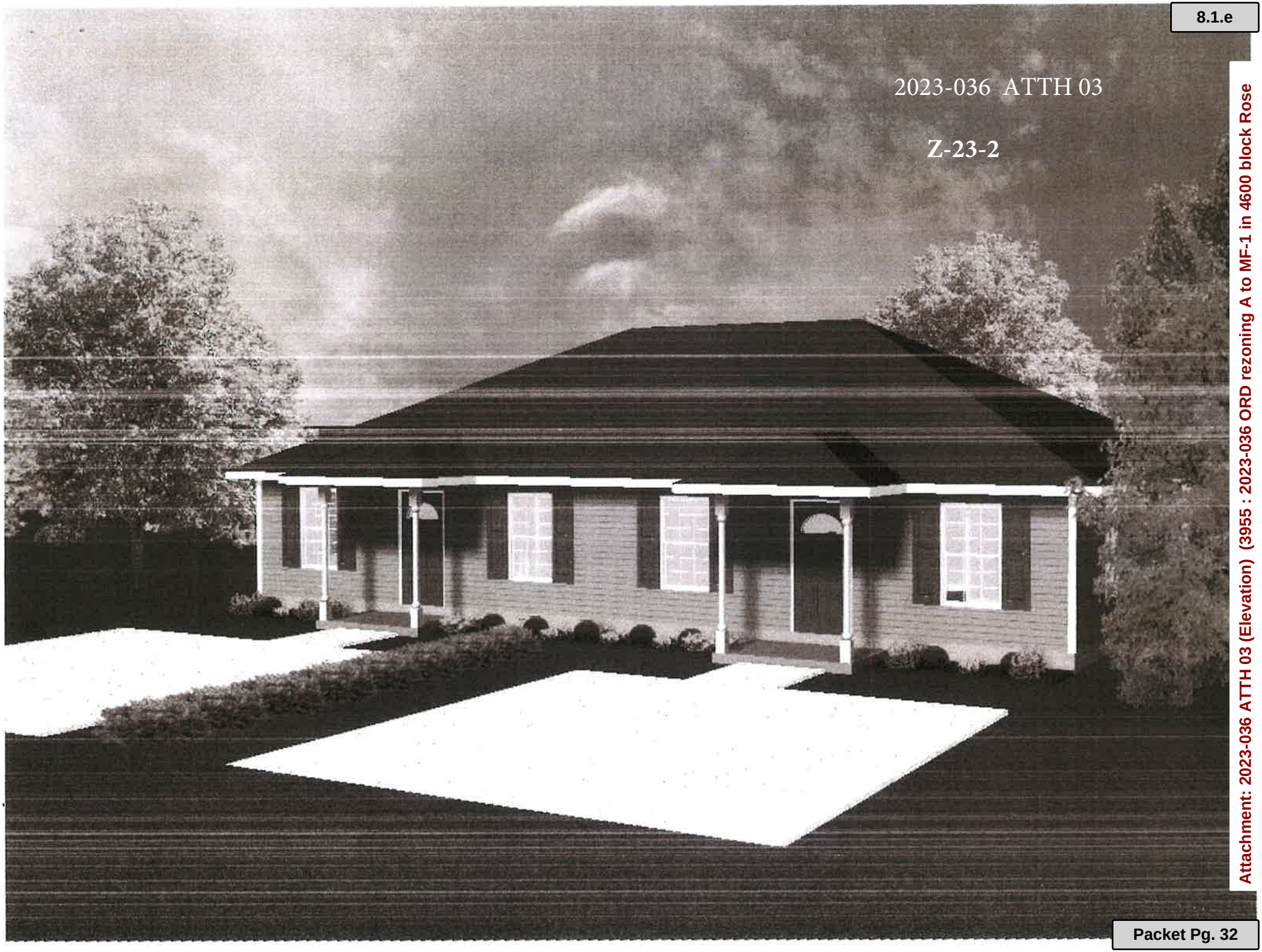
site plan -

2023-036 ATTH 02

Z-23-2

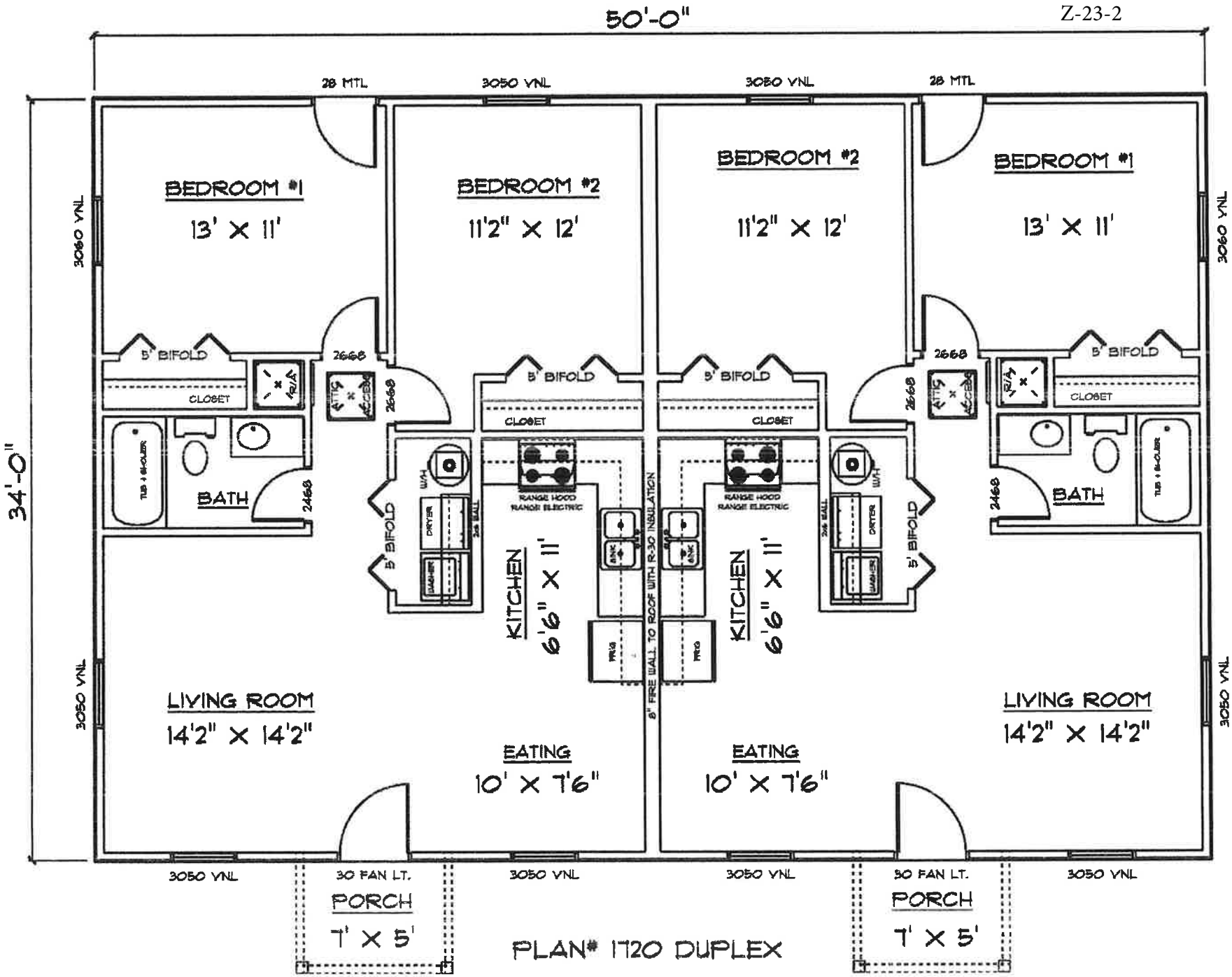


Attachment: 2023-036 ATTH 02 (Site Plan) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose



Attachment: 2023-036 ATTH 03 (Elevation) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose

SITE SITE PLAN 2023-036 ATTH 04
Z-23-2



Attachment: 2023-036 ATTH 04 (FloorPlan) (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose

City of Texarkana, Texas

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

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

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

Attachment: 2023-036 Goals & Perspectives (3955 : 2023-036 ORD rezoning A to MF-1 in 4600 block Rose Acres)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/20/2023 11:08 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-037 rezoning an approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145, located at 610 S. Wake Village Road. Agriculture to Industrial-1. Charles Bergen, Synergy Direct, Inc., owner, and Paul Dickerson, agent.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Charles Bergen, Synergy Direct, Inc. owner, and Paul Dickerson, agent, to rezone an approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145, located at 610 S. Wake Village Road from Agriculture to Industrial-1. This site is currently a tire distribution center.

The Future Land Use Map has designated this property as “Industrial”.

The adjacent zoning is Agriculture to the north, south, and west, and Industrial-1 to the east. The adjacent land use is a warehouse to the north, FayJ Packaging to the west, and vacant land to the south and east.

Staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-037 ORD Rezoning 610 S. Wake Village Rd (DOCX)
b. 2023-037 EXH 'A' (Legal Description) (PDF)
c. 2023-037 ATTH 01 (Maps) (PDF)
d. 2023-037 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/15/2023 12:42 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/16/2023 8:33 AM
City Manager	David Orr	Reviewer	Completed	03/16/2023 10:40 AM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

Z-23-3

ORDINANCE NO. 2023-037

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 6.25-ACRE TRACT OF LAND (BEING TRACT 339), NANCY DYCAS HRS, A-145, LOCATED AT 610 SOUTH WAKE VILLAGE ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM AGRICULTURE TO INDUSTRIAL-1; 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 an **approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145 (Exhibit 'A'), located at 610 South Wake Village Road,** in the City of Texarkana, Bowie County, Texas, from **Agriculture to Industrial-1**; 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 five (5) to zero (0) to recommend for approval of the application for rezoning from Agriculture to Industrial-1 on an approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145 (Exhibit 'A'), located at 610 South Wake Village Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Agriculture to Industrial-1**; 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 **Agriculture to Industrial-1** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an **approximate 6.25-acre tract of land (being Tract 339), Nancy Dycas HRS, A-145 (Exhibit**

Attachment: 2023-037 ORD Rezoning 610 S. Wake Village Rd (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

'A'), located at 610 South Wake Village Road in the City of Texarkana, Bowie County, Texas, from **Agriculture to Industrial-1.**

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

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

SECTION 4: 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 **10th day of April, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-037 ORD Rezoning 610 S. Wake Village Rd (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

EXHIBIT "A"

A part of that certain 2.046 acre tract or parcel of land being a part of Block No. 26 of the M. D. TILSON'S SUBDIVISION of 397.37 acres of land situated in and being a part of the Nancy Dycus Headright Survey, Abstract No. 145, Bowie County, Texas, and the herein described tract of land being a part of that certain called 13.988 acre tract or parcel of land conveyed from The Commodore Home Systems to The Bach Company by Warranty Deed dated July 22, 1993 and recorded in Volume 1982, Page 161-163 of the Real Property Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 2 inch pipe found for corner at the Southeast corner of said 13.988 acre tract;

THENCE: N 89° 39' 05" W, 430.54 feet along an existing fence line and with the South line 01' said Bach Company tract and with the North line of a certain tract conveyed to C & L Associates, Inc. By Deed dated August 10, 1983 and recorded in Volume 1991, Page 260 of the real property records of Bowie County, Texas, to ½ inch reinforcing steel rod set for corner at an existing fence corner;

THENCE: N 00° 26' 10" E, 547.30 feet with an East line of said C & L tract to a ½ inch reinforcing steel rod set for corner at an existing fence corner;

THENCE: N 89° 09' 54" W, 55.14 feet to a ½ inch reinforcing steel rod set for corner at an existing fence corner;

THENCE: N 01° 23' 57" E, 57.11 feet to a ½ inch reinforcing steel rod set for corner at an existing fence corner;

THENCE: S 89° 28' 10" E, 183.39 feet along an existing fence line and across said Bach tract to a ½ inch reinforcing steel rod set at an angle point in said line;

THENCE: S 75° 23' 55" E, 29.17 feet along an existing fence line and across said Bach tract to a ½ inch reinforcing steel rod set at an angle point in said line;

THENCE: S 89° 56' 40" E, 181.20 feet along an existing fence line and across said Bach tract to a ½ inch reinforcing steel rod set at an angle point in said line;

THENCE: N 00° 11' 12" E, 22.34 feet across said Bach tract to a ½ inch reinforcing steel rod set for corner;

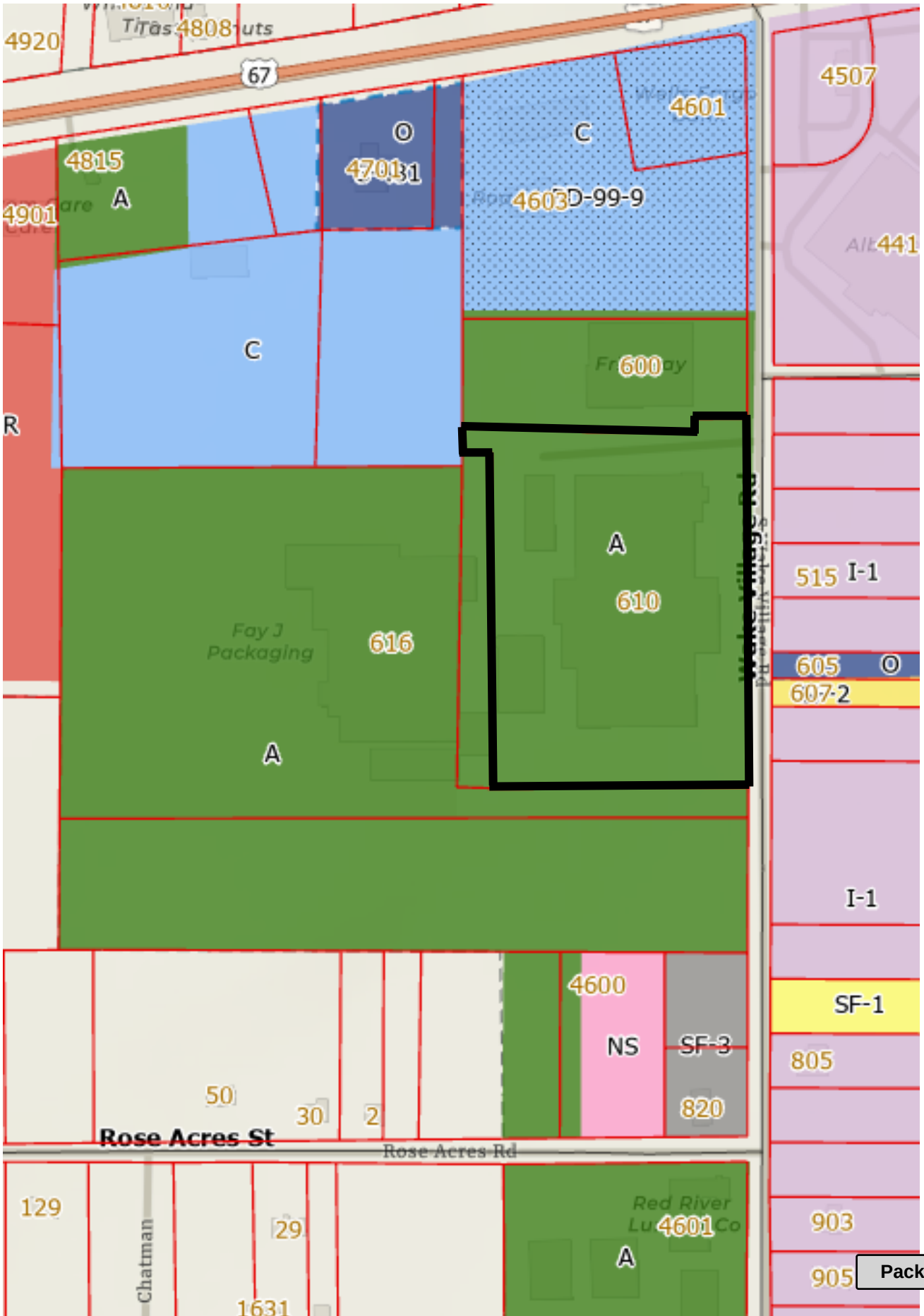
THENCE: N 90° 00' 00" E, 87.23 feet across said Bach tract to a ½ inch reinforcing steel rod set for corner on the East line of said 13.988 acre tract and the West right-of-way line of South Wake Village Road;

THENCE: S 00° 00' 00" W, 620.91 feet with the West right-of-way line of South Wake Village Road to the POINT OF BEGINNING and containing 6.016 acres of land, more or less.

Attachment: 2023-037 EXH 'A' (Legal Description) (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

2023-037 ATTH 01
Z-23-3

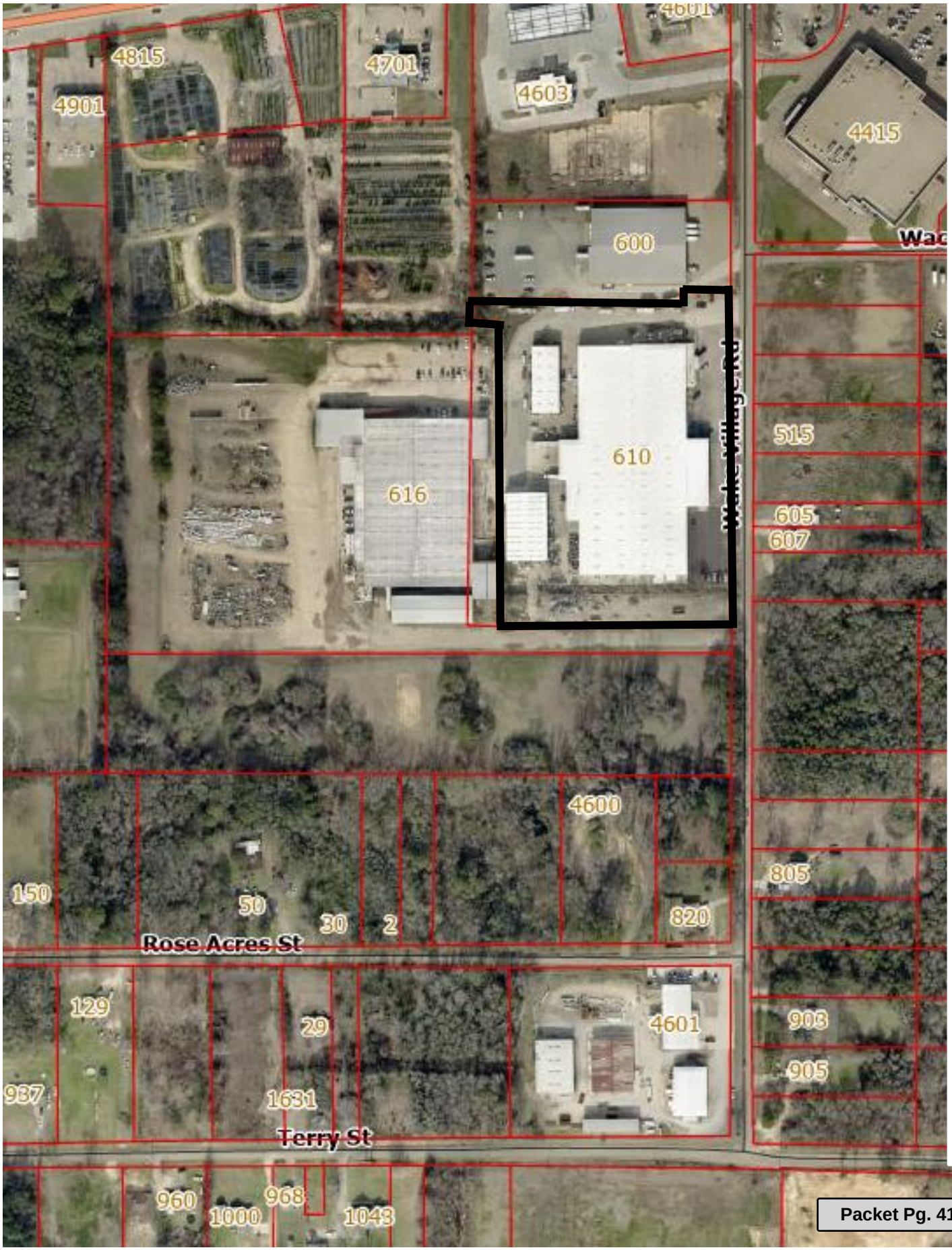
610 S. WAKE VILLAGE RD.



Attachment: 2023-037 ATTH 01 (Maps) (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

2023-037 ATTH 01
Z-23-3

610 S. WAKE VILLAGE RD.



Attachment: 2023-037 ATTH 01 (Maps) (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

City of Texarkana, Texas

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

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

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

Attachment: 2023-037 Goals & Perspectives (3956 : 2023-037 ORD rezoning A to I-1 at 610 S Wake Village Rd)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/20/2023 11:08 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-038 rezoning Lots 3, 4, 5, and 6, Block 144, City Triggs Addition, located at 1401 Pine Street. Office to General Retail. Estiza Dennis, owner.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Estiza Dennis, owner, to rezone Lots 3, 4, 5, and 6, Block 144, City Triggs Addition, located at 1401 Pine Street from Office to General Retail. This location was previously a daycare. The proposed use is office space for event rentals.

The Future Land Use Map has designated this property as “Downtown District”.

The adjacent zoning is Office to the north, south, and east, and General Retail to the west. The adjacent land use is businesses to the north, south and west, and residential to the east.

Staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to new drainage ordinance, stormwater design manual, 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 approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with a planned development in place.

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-038 ORD Rezoning 1401 Pine St. Rd (DOCX)
b. 2023-038 ATTH 01 (Maps) (PDF)
c. 2023-038 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed
	03/15/2023 12:43 PM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	03/16/2023 8:34 AM			
City Manager	David Orr	Reviewer	Completed	03/16/2023 10:41 AM
Building Code Administration		Vicky Coopwood	Review	Skipped
	03/16/2023 9:38 AM			
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

Z-23-4

ORDINANCE NO. 2023-038

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 3, 4, 5, AND 6, CITY TRIGGS ADDITION, LOCATED AT 1401 PINE STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM OFFICE TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street,** in the City of Texarkana, Bowie County, Texas, from **Office to 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 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 five (5) to zero (0) to recommend for approval of the application for rezoning from Office to General Retail on Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Office to General Retail**; 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 **Office to General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street** in the City of Texarkana, Bowie County, Texas, from **Office to General Retail.**

Attachment: 2023-038 ORD Rezoning 1401 Pine St. Rd (3957 : 2023-038 ORD rezoning O to GR at 1401 Pine Street)

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

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

SECTION 4: 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 **10th day of April, 2023.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-038 ORD Rezoning 1401 Pine St. Rd (3957 : 2023-038 ORD rezoning O to GR at 1401 Pine Street)

2023-038 ATTH 01
Z-23-4

1401 PINE STREET



Attachment: 2023-038 ATTH 01 (Maps) (3957 : 2023-038 ORD rezoning O to GR at 1401 Pine Street)

2023-038 ATTH 01
Z-23-4

1401 PINE STREET



Attachment: 2023-038 ATTH 01 (Maps) (3957 : 2023-038 ORD rezoning O to GR at 1401 Pine Street)

City of Texarkana, Texas

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

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

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

Attachment: 2023-038 Goals & Perspectives (3957 : 2023-038 ORD rezoning O to GR at 1401 Pine Street)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/20/2023 11:09 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-039 amending PD-23-1 (GR) for approval on Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street. Estiza Dennis, owner.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request for restrictions by Estiza Dennis, owner, on Lots 3, 4, 5, and 6, Block 144, City Triggs Addition, located at 1401 Pine Street from Office to General Retail. This location was previously a daycare.

The Future Land Use Map has designated this property as “Downtown District”.

The adjacent zoning is Office to the north, south, and east, and General Retail to the west. The adjacent land use is businesses to the north, south and west, and residential to the east.

The restrictions are as follows:

1. The current building will remain in its current condition without any additions or changes to the façade.
2. The façade is brick.
3. Fifteen (15) parking places. Each parking space must be a minimum of 180 sq. ft. (9’x20’ or 10’x18’).
4. Operating hours will be Monday thru Saturday from 8:00 a.m. to 11:00 p.m.
5. One 6’X8’ monument style sign is allowed. No electronic messaging will be allowed.
6. One screened dumpster site.
7. All uses allowed in General Retail are prohibited except for office space and event center.

Staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to new drainage ordinance, stormwater design manual, 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 with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-039 ORD restrictions at 1401 Pine Street (DOCX)
b. 2023-039 ATTH 01 (Maps) (PDF)
c. 2023-039 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/15/2023 12:43 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/17/2023 2:03 PM
City Manager	David Orr	Reviewer	Completed	03/24/2023 12:52 PM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-23-1 (GR) FOR APPROVAL ON LOTS 3, 4, 5, AND 6, CITY TRIGGS ADDITION, LOCATED AT 1401 PINE STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval **on Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-23-1 (GR)], and approval would constitute an amendment to PD-23-1 (GR); and

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

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend for approval of the petition** 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 for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That **Lots 3, 4, 5, and 6, City Triggs Addition, located at 1401 Pine Street** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-23-1 (GR).

SECTION 2: PD-23-1 (GR) is hereby amended by approval and incorporated herein by reference for all purposes and includes the following:

1. The current building will remain in its current condition without any additions or changes to the façade.

Attachment: 2023-039 ORD restrictions at 1401 Pine Street (3958 : 2023-039 ORD Amendment to PD-23-1 for restrictions 1401 Pine St.)

2. The façade is brick.
3. Fifteen (15) parking places. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
4. Operating hours will be Monday thru Saturday from 8:00 a.m. to 11:00 p.m.
5. One 6'X8' monument style sign is allowed. No electronic messaging will be allowed.
6. One screened dumpster site.
7. All uses allowed in General Retail are prohibited except for office space and event center.

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 **10th day of April, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-039 ORD restrictions at 1401 Pine Street (3958 : 2023-039 ORD Amendment to PD-23-1 for restrictions 1401 Pine St.)

2023-039 ATTH 01
Amendment to PD-23-1

1401 PINE STREET



Attachment: 2023-039 ATTH 01 (Maps) (3958 : 2023-039 ORD Amendment to PD-23-1 for restrictions 1401 Pine St.)

2023-039 ATTH 01
Amendment to PD-23-1

1401 PINE STREET



Attachment: 2023-039 ATTH 01 (Maps) (3958 : 2023-039 ORD Amendment to PD-23-1 for restrictions 1401 Pine St.)

City of Texarkana, Texas

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

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

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

Attachment: 2023-039 Goals & Perspectives (3958 : 2023-039 ORD Amendment to PD-23-1 for restrictions 1401 Pine St.)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/20/2023 11:09 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-040 rezoning an approximate 22.35-acre tract of land (being Tract 14 & 17), R G Cannon HRS, A-733 and 48A M E P & P HRS, A-421, located at 4001 Summerhill Road. Single Family-1 to General Retail. Doug Brubaker, Superintendent Texarkana ISD, owner, and Russell Sparks, agent.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Doug Brubaker, Superintendent, Texarkana ISD, owner, and Russell Sparks, Hightech Signs, agent, to rezone an approximate 22.35-acre tract of land (being Tract 14 & 17), R G Cannon HRS, A-733, 48A M E P & P HRS, A-421, located at 4001 Summerhill Road from Single Family-1 to General Retail. This site is currently Texas High School. The applicant is requesting a sign at this location and zoning limits the size of the sign.

The Future Land Use Map has designated this property as “Office Institutional”.

The adjacent zoning is General Retail to the north, Agriculture and Single Family-1 to the west, General Retail and Single Family-1 to the east and General retail to the south. The adjacent land use is a sports fields and residential to the west, bank to the north, residential and businesses to the east and performance center to the south.

Staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-040 ORD Rezoning 4001 Summerhill Rd (DOCX)
b. 2023-040 EXH 'A' (Legal Description) (PDF)
c. 2023-040 ATTH 01 (Maps) (PDF)
d. 2023-040 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/15/2023 12:43 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/16/2023 8:37 AM
City Manager	David Orr	Reviewer	Completed	03/16/2023 10:41 AM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

Z-23-5

ORDINANCE NO. 2023-040

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 22.35-ACRE TRACT OF LAND (BEING TRACT 14 & 17), R. G. CANNON HRS, A-733, AND 48A M.E.P.& P. HRS, A-421, LOCATED AT 4001 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-1 TO GENERAL RETAIL; 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 an **approximate 22.35-acre tract of land (being Tract 14 & 17), R. G. Cannon HRS, A-733, and 48A M.E.P. & P. HRS, A-421 (Exhibit 'A'), located at 4001 Summerhill Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to 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 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 five (5) to zero (0) to recommend for approval of the application for rezoning from Single Family-1 to General Retail on an approximate 22.35-acre tract of land (being Tract 14 & 17), R. G. Cannon HRS, A-733, and 48A M.E.P. & P. HRS, A-421 (Exhibit 'A'), located at 4001 Summerhill Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **Single Family-1 to General Retail;** 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-1 to General Retail** 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:

Attachment: 2023-040 ORD Rezoning 4001 Summerhill Rd (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an **approximate 22.35-acre tract of land (being Tract 14 & 17), R. G. Cannon HRS, A-733, and 48A M.E.P. & P. HRS, A-421 (Exhibit 'A'), located at 4001 Summerhill Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to General Retail.**

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

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

SECTION 4: 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 **10th day of April, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-040 ORD Rezoning 4001 Summerhill Rd (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

Ben Nix Sur A-456 426/89

4975 2-1
7-17-63

Z-23-5

THE STATE OF TEXAS
COUNTY OF BOWIE

KNOW ALL MEN BY THESE PRESENTS:

That CORVETT INVESTMENT COMPANY, a corporation, duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of One Hundred Thirty-six Thousand Nine Hundred Ninety-five and no/100 ($136,995.00) Dollars to it, cash in hand paid, by Texarkana Independent School District, the receipt of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto the said Texarkana Independent School District of the County of Bowie, State of Texas, all that certain tract or parcel of land in the Ben Nix, R. G. Cannon, W. H. Ector Headright Surveys and the M. & B. R.R. Co. Survey, Section 2, all in Bowie County, Texas, and being more particularly described as follows:

BEGINNING at the Southeast corner of Ben Nix Headright Survey, same being the Southwest corner of the R. G. Cannon Headright Survey;

THENCE North 1 deg. 24 min. East with the East line of the W. M. Kennedy tract, 1000.0 feet to a corner;

THENCE North 89 deg. 50 min. West, with the North line of the W. M. Kennedy tract, 1476.9 feet to a corner;

THENCE North 4 deg. 57 min. East, 1096.3 feet to a corner;

THENCE South 89 deg. 42 min. East 1409.2 feet to a corner;

THENCE South 1 deg. 03 min. West, 270.0 feet to a corner;

THENCE North 59 deg. 47 min. East 1251.8 feet to the West right-of-way line of Summerhill Road;

THENCE South 20 deg. 22 min. East with said right-of-way line, 53.8 feet;

THENCE South 1 deg. 36 min. West, 1238.6 feet to a corner;

THENCE North 89 deg. 27 min. East, 151.2 feet to the West right-of-way line of Summerhill Road;

THENCE South 1 deg. 36 min. East, with said West right-of-way line, 914.4 feet;

THENCE North 88 deg. 38 min. West, 510.1 feet to a corner;

THENCE South 1 deg. 42 min. East 290.2 feet to a point on the North side of Kennedy Road;

THENCE North 88 deg. 39 min. West, along the North side of Kennedy Road, 781.1 feet to a point in an existing fence;

THENCE North 1 deg. 24 min. East, 11.4 feet to the point of beginning and containing a total of 91.33 acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Texarkana Independent School District, its successors and assigns forever, and the said corporation does hereby bind itself, its successors and assigns,

Attachment: 2023-040 EXH 'A' (Legal Description) (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

4975 2-2
7-17-63

to warranty and forever defend, all and singular the said premises unto the said Texarkana Independent School District, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

IN WITNESS WHEREOF, the said corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the seal of the corporation, at Diboll, Texas, this 17 day of ~~April~~ MAY, 1963.

CORVETT INVESTMENT COMPANY

By: _____ President

ATTEST:

_____ Secretary

THE STATE OF TEXAS
COUNTY OF ANGELINA

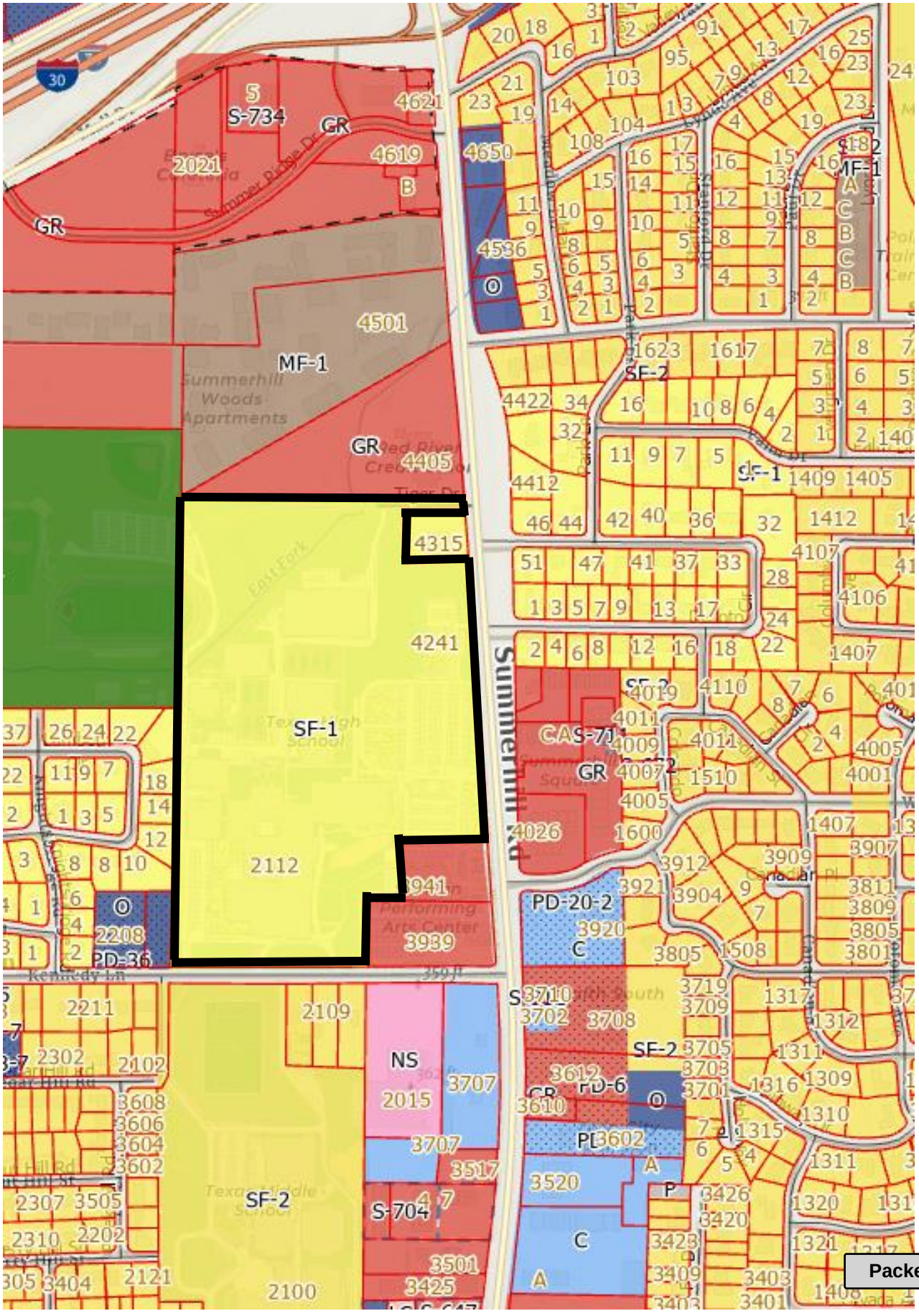
BEFORE ME, the undersigned authority, on this day personally appeared ~~ELMER JONES~~ ARTHUR Temple Jr., President of CORVETT INVESTMENT COMPANY, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said CORVETT INVESTMENT COMPANY, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17 day of ~~April~~ MAY, 1963.

_____
Notary Public, Angelina County, Texas.

Attachment: 2023-040 EXH 'A' (Legal Description) (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

4001 Summerhill Rd



Attachment: 2023-040 ATTH 01 (Maps) (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

4001 Summerhill Rd



Attachment: 2023-040 ATTH 01 (Maps) (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

City of Texarkana, Texas

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

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

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

Attachment: 2023-040 Goals & Perspectives (3959 : 2023-040 ORD rezoning SF-1 to GR at 4001 Summerhill Rd)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/22/2023 1:00 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-041 amending PD-05-7 for site plan approval on Lot 1, Pavilion Park, on a portion of a 7.76-acre tract of land, located on the northeast corner of Gibson Lane and Pavilion Parkway. Kyle Rutherford representing Christus St. Michael, owner, and Kayla Wood, MTG Engineering and Surveyors, agent.		

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Amendment to PD-05-7(GR): This is a request by Kyle Rutherford Representing Christus St. Michael, owner, and Kayla Wood, MTG Engineering and Surveyors, agent, for site plan approval on an approximate 7.76-acre tract of land (being Lot 1), Park Pavilion, located at 4250 Gibson Lane (northeast corner of Pavilion Parkway and Gibson Lane). The current zoning is Planned Development-General Retail. The property is currently vacant property. The proposed use is a standalone Emergency Room.

The adjacent zoning is Planned Development General Retail to the north, east, and west, and Agriculture to the south. The adjacent land use is vacant property.

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

The site plan consists of the following:

1. The construction of 12,000 sq ft building.
2. The façade is brick.
3. The access driveway will be off Pavilion Parkway and the emergency access will be off Gibson Lane.
4. There will be 51 parking spaces and includes 5 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
5. A monument style sign. No Electronic messaging will be allowed.
6. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
7. Screened dumpster site.

Staff recommends for approval of the site plan with stipulations.

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of the site plan with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

March 6, 2023

Attachments

a. 2023-041 ORD site plan approval 4250 Gibson Ln (DOCX)
b. 2023-041 EXH 'A' (Site Plan)(PDF)
c. 2023-041 EXH 'B' (Legal Description) (PDF)
d. 2023-041 ATTH 01 (Maps) (PDF)
e. 2023-041 ATTH 02 (FloorPlan) (PDF)
f. 2023-041 ATTH 03 (Elevation) (PDF)
g. 2023-041 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	03/15/2023 12:44 PM
Public Works Department	Dusty Henslee	Reviewer	Completed	03/16/2023 8:38 AM
City Manager	David Orr	Reviewer	Completed	03/16/2023 10:42 AM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-041

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-05-7 (GR) FOR SITE PLAN APPROVAL ON AN APPROXIMATE 7.76-ACRE TRACT OF LAND (BEING LOT 1), PAVILION PARK, LOCATED AT 4250 GIBSON LANE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on an approximate 7.76-acre tract of land (being Lot 1), Pavilion Park (Exhibit 'B'), located at 4250 Gibson Lane** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-05-7 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-05-7 (GR); and

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

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

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

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

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

SECTION 1: That the site plan **(Exhibit 'A') on an approximate 7.76-acre Tract of Land (being Lot 1), Pavilion Park (Exhibit 'B'), located at 4250 Gibson Lane** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-05-7 (GR).

Attachment: 2023-041 ORD site plan approval 4250 Gibson Ln (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250

SECTION 2: PD-05-7 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

1. The construction of 12,000 sq ft building.
2. The façade is brick.
3. The access driveway will be off Pavilion Parkway and the emergency access will be off Gibson Lane.
4. There will be 51 parking spaces and includes 5 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
5. A monument style sign. No Electronic messaging will be allowed.
6. Development must meet drainage ordinance and stormwater manual design standards.
7. Sidewalk to be constructed by developer along Gibson Lane frontage.
8. Screened dumpster site.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of April, 2023.**

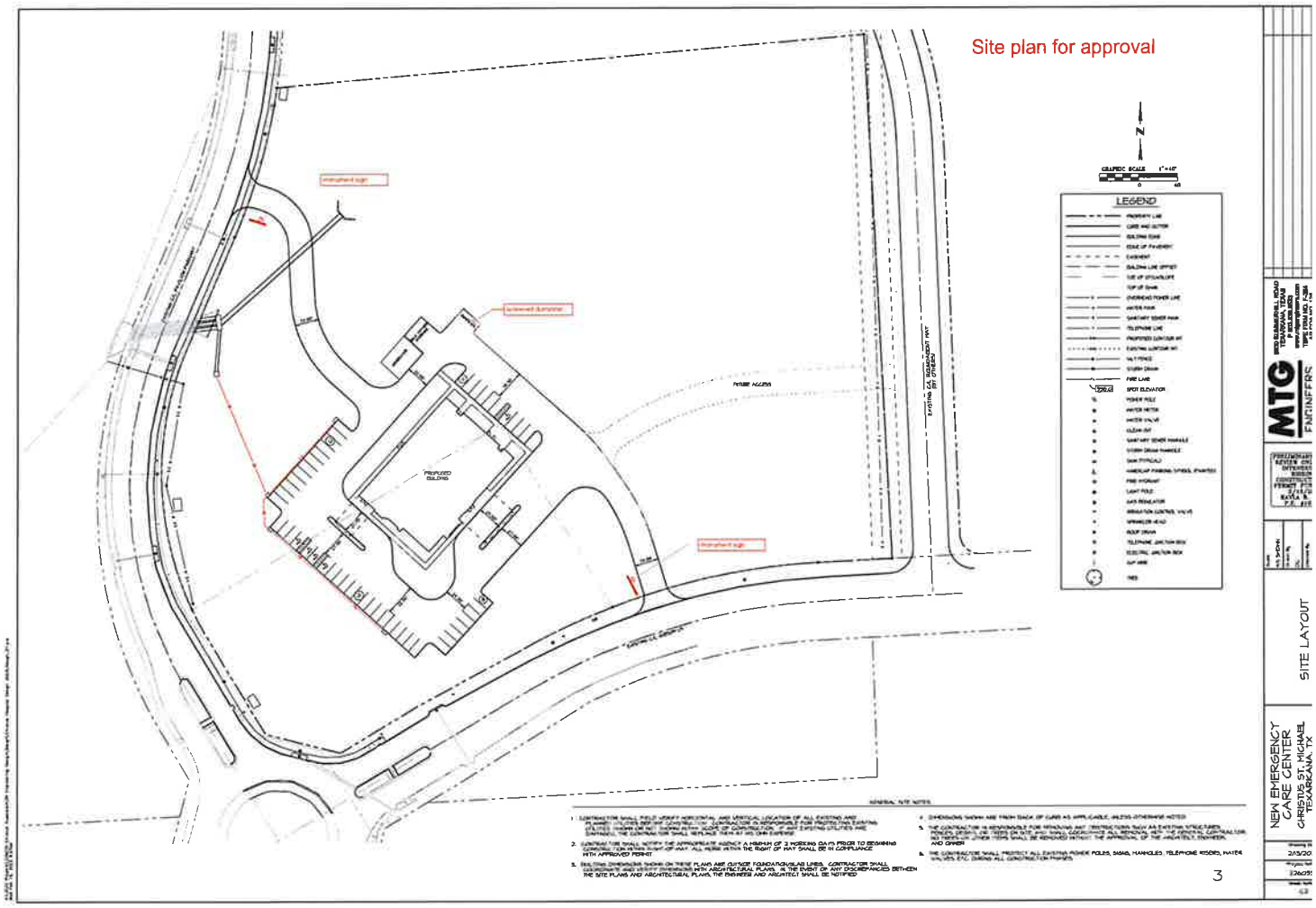
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-041 ORD site plan approval 4250 Gibson Ln (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250

2023-041 EXH 'A'



Attachment: 2023-041 EXH 'A' (Site Plan) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

Legal Description of 7.760 Acres

Property Description
7.760 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being a part of that certain tract of land described as 43.229 acres in the deed from Kirk Patton, et al, to Gibson Park Development, LLP, dated October 27, 2005, recorded in Volume 4765, Page 302 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found for a corner, capped MTG 101011-00, lying in the North right-of-way line of Gibson Lane, the South line of the said 43.229 acre tract, the Southeast corner of Lot No. 1 of the Minor Plat of Pavilion Park, according to the plat recorded in Document No. 2016-8900, and filed in Plat Cabinet D, Sleeve 9 of the Real Property Records of Bowie County, Texas;

THENCE North 30 degrees 50 minutes 32 seconds West a distance of 220.00 feet along the East line of the said Lot No. 1 to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, the Northeast corner of the said Lot No. 1;

THENCE South 59 degrees 01 minutes 52 seconds West a distance of 370.56 feet along the North line of the said Lot No. 1 to a 1/2 inch steel rod found for a corner, capped MTG 101011-00 (control monument), the Northwest corner of the said Lot No. 1, lying in the East right-of-way line of Pavilion Parkway, and a circular curve to the right;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 277.66 feet, with a delta angle of 47 degrees 45 minutes 09 seconds, a radius of 333.15 feet, a chord bearing of North 01 degrees 05 minutes 02 seconds West (basis of bearings), and a chord distance of 269.70 feet to a 1/2 inch steel rod found for a corner, capped MTG 101011-00 (control monument), at the end of the said circular curve;

THENCE North 22 degrees 47 minutes 33 seconds East, tangent to the said curve, a distance of 123.33 feet along the East right-of-way line of the said Parkway to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, at the beginning of a circular curve to the left, tangent to the said line;

THENCE in a Northeasterly direction along the arc of the said circular curve a distance of 160.50 feet, with a delta angle of 14 degrees 35 minutes 49 seconds, a radius of 630.00 feet, a chord bearing of North 15 degrees 29 minutes 38 seconds East, and a chord distance of 160.07 feet to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

THENCE North 84 degrees 53 minutes 41 seconds East a distance of 606.03 feet across the said 43.229 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00;

Attachment: 2023-041 EXH 'B' (Legal Description) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

THENCE South 03 degrees 04 minutes 18 seconds East a distance of 540.01 feet across and through the said 43.229 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, lying in the North right-of-way line of the said Gibson Lane and the South line of the said 43.229 acre tract;

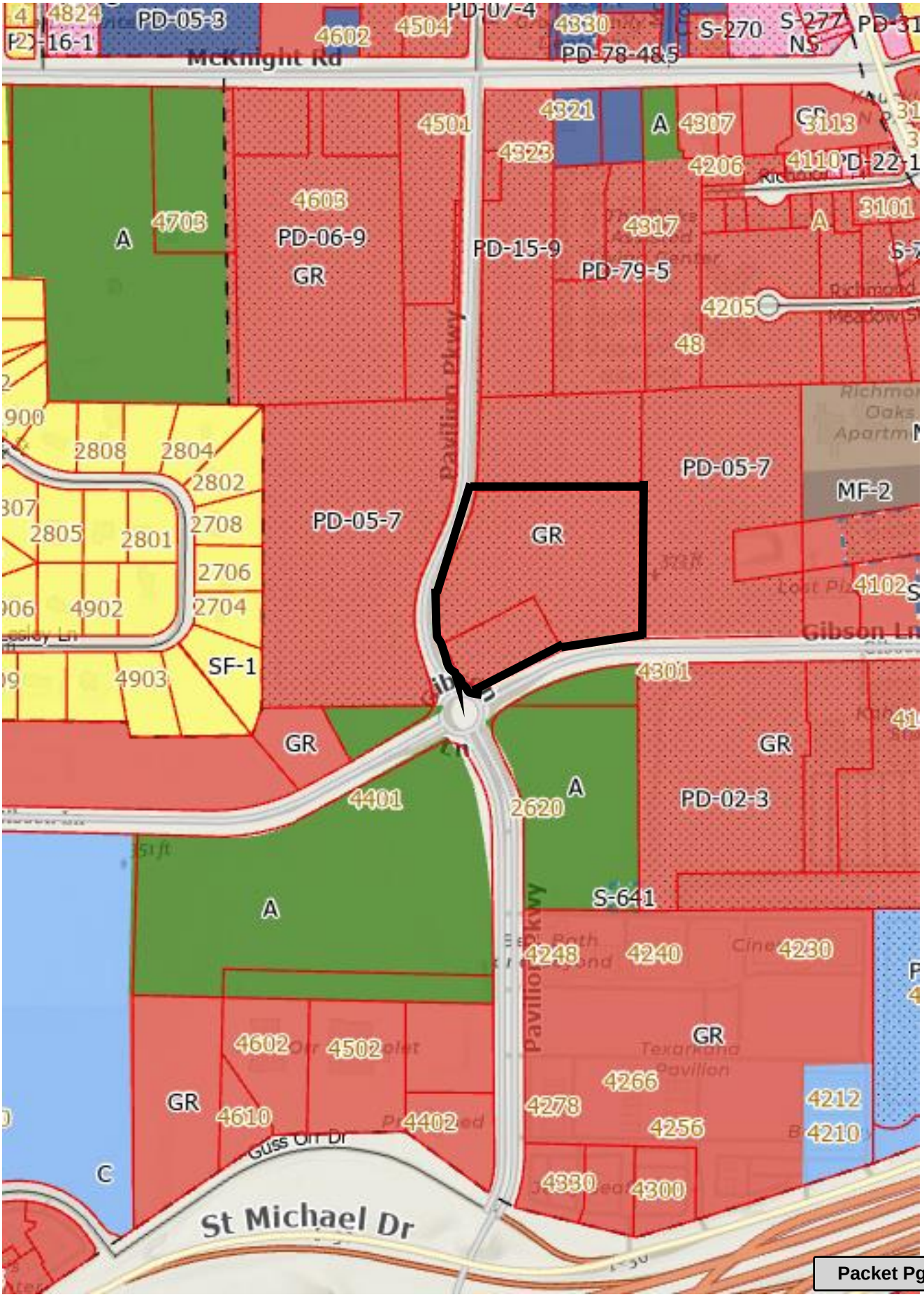
THENCE South 86 degrees 58 minutes 37 seconds West a distance of 75.59 feet along the North right-of-way line of the said Lane and the South line of the said 43.229 acre tract to a 1/2 inch steel rod found for a corner, at the beginning of a circular curve to the left;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 217.77 feet, with a delta angle of 18 degrees 04 minutes 59 seconds, a radius of 690.00 feet, a chord bearing of South 77 degrees 53 minutes 13 seconds West, and a chord distance of 216.87 feet to the point of beginning and containing 7.760 acres of land, at the time of this survey.

Attachment: 2023-041 EXH 'B' (Legal Description) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

2023-041 ATTH 01
Amendment to PD-05-7

Northeast Corner of Pavilion Pkwy & Gibson Ln



Attachment: 2023-041 ATTH 01 (Maps) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

2023-041 ATTH 01
Amendment to PD-05-7

Northeast Corner of Pavilion Pkwy & Gibson Ln



Attachment: 2023-041 ATTH 01 (Maps) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

Floor Plan of Emergency ER

2023-041 ATTH 02



1/30/2023 6:08:29 AM

NEW EMERGENCY CARE CENTER
CHRISTUS ST. MICHAE HEALTH SYSTEM
TEXARKANA, TEXAS

Attachment: 2023-041 ATTH 02 (FloorPlan) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

2023-041 ATTH 03



Attachment: 2023-041 ATTH 03 (Elevation) (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

City of Texarkana, Texas

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

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

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

Attachment: 2023-041 Goals & Perspectives (3960 : 2023-041 ORD Amendment to PD-05-7(GR) for site plan approval 4250 Gibson Lane)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 3/24/2023 9:35 AM

Lead Department: Parks, Recreation & Health **Action Officer:** Keith Beason,
Subject: Resolution No. 2023-042 approving proposed revisions to the Perot Theatre management contract made by the Perot Theatre Advisory Committee.

Briefing: 4/10/2023 **Public Hearing:** 4/10/2023 **Council Vote:** 4/10/2023

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

Updates/History of Briefing:

03/27/2023
Proposed changes to the current Perot Theatre Management Contract with Texarkana Symphony Orchestra, as reviewed by the Perot Theatre Advisory Committee.

Executive Summary and Background Information:

All amendments to the contract, as stated in 2023-042 ATTH 1, are requested and recommended by the Perot Theatre Advisory Committee and retroactive to October 1, 2022. The Management Agreement will remain the same with the Addendum adding a Facilities Fee to each ticket with portions going to TSO, the City and ticketing costs, as well as TSO having the ability to add in Administrative Fees where necessary to ticket sales at their discretion. A one- time $50,000 payment is being made, with a portion already paid, to assist in Perot event expenses. Additionally, Theatre income is more specifically set out, and TSO's maintenance responsibility is being changed to a cap of $4,000 for routine maintenance. The remainder of the Management Agreement remains intact.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Financial implications will include the cost of annual property insurance in the approximate amount of $16,000.00. A one- time $50,000 payment is being made, with $22,000.00 payment already made from Revolving fund to assist in Perot event expenses, leaving a remaining amount of $28,00.00. Finally, the difference in the 80% Texarkana Symphony Orchestra /20% City split for future rental income.

Staff Recommendation:

Approval

Advisory Board/Committee Review:

Perot Theatre Advisory Committee

Board/Committee Recommendation:

2/07/2023
Accept ammendments

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

a. 2023-042 RES Amending Perot Theatre Management Contract (DOC)
b. 2023-042 ATTH 01 Updated Addendum (DOCX)
c. 2023-042 Goals & Perspectives (DOCX)

Staff Coordination

Parks, Recreation & Health	Robby Robertson	Department Head Review	Completed	03/22/2023 5:29 PM
Public Works Department	Amanda Freeland	Reviewer	Completed	03/23/2023 7:50 AM
City Manager	David Orr	City Manager Review	Completed	03/24/2023 12:51 PM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-042

AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE PEROT THEATRE MANAGEMENT CONTRACT BETWEEN THE CITY AND TEXARKANA SYMPHONY ORCHESTRA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas and the Perot Theatre Management Company Texarkana Symphony Orchestra (TSO) initiated a Perot Theatre Management Contract on June 9th, 2021; and

WHEREAS, the Perot Theatre Advisory Committee met with city staff and TSO to address amendment options to better serve the Perot Theatre and management company needs; and

WHEREAS, all amendments to the contract, as outlined in **ATTH 01**, incorporated herein by reference for all purposes, are recommended, and requested by the Perot Theatre Advisory Committee, and retroactive to October 1, 2022; and

WHEREAS, the management agreement will remain the same; the addendum will add a facilities fee to each ticket with said fee divided between TSO, the City, and ticketing costs. TSO will have the ability to add in administrative fees, where necessary, to ticket sales at its discretion; and

WHEREAS, the City shall deposit the remainder of a total one-time payment of **FIFTY THOUSAND DOLLARS ($50,000)** into the Perot Theatre maintenance fund, with **TWENTY-TWO THOUSAND DOLLARS ($22,000)** already deposited from revolving loan funds to assist in Perot event expenses; and

WHEREAS, the City shall pay the property insurance on the Perot Theatre. TSO shall continue to maintain and pay its own separate liability insurance on the Perot Theatre; and

WHEREAS, all Perot Theatre rental income (actual rental rates) shall be divided, from the first dollar, 20% to the City and 80% to the TSO/Perot. Rental income does not include the audience services fee and janitorial services fee, charged for each use of the Perot Theatre; and

WHEREAS, routine maintenance up to the first **FOUR THOUSAND DOLLARS ($4,000),** is the responsibility of the TSO.

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

SECTION 1: The City Council approves the addendum attached hereto as **ATTH 01,** amending the City's Perot Theatre Management Contract with TSO retroactive to October 1, 2022, and authorizes the City Manager to sign the addendum.

Attachment: 2023-042 RES Amending Perot Theatre Management Contract (3961 : 2023-042 RES Perot Theatre Management Contract

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of April, 2023**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-042 RES Amending Perot Theatre Management Contract (3961 : 2023-042 RES Perot Theatre Management Contract

FIRST ADDENDUM TO PEROT THEATRE MANAGEMENT AGREEMENT

This is a First Addendum to Perot Theatre Management Agreement (the "First Addendum") to that certain Perot Theatre Management Agreement entered into by and between the City of Texarkana, Texas (the "City") and the Texarkana Symphony Orchestra ("TSO") on the 9th day of June, 2021 (the "Agreement") which such First Addendum shall be effective on October 1, 2022 (the "Effective Date").

WHEREAS the City and TSO wish to amend certain terms and conditions of the Agreement, and wish to enter into this First Addendum setting forth those amendments;

NOW THEREFORE, in consideration of the rights and obligations set forth in the Agreement and those set forth in this Addendum and for other good and valuable consideration, City and TSO agree as follows:

1. Paragraph 4.1.C shall be deleted in its entirety and shall be replaced with the following:

"C. Fees.

(1) TSO shall collect a $7.00 surcharge per ticket sold for all events held at the Theatre (the "Facilities Fee"). Of this Facilities Fee, for each ticket sold, $3.00 shall be deposited into the Building Maintenance account and shall be the property of the City; $3.00 shall be considered operational income for the Theatre managers; and $1.00 shall be used to offset the Etix Ticketing System costs. All funds in the Building Maintenance account shall be expended only with the approval of the City and only for enhancements to the Theatre.

(2) The Facilities Fee shall be added to all tickets sold for events to occur after April 10, 2023; save and except for the final TSO concert to be held April 15, 2023 which tickets have been open for sale since 2022. For this event, and for all upcoming events for which tickets were sold prior to April 10, 2023, the per ticket Facilities Fee is set at $5.00 per ticket and shall be divided with $2.00 to the City's Building Maintenance Fund, $2.00 to TSO, and $1.00 to offset Etix Ticketing System costs.

(3) TSO, as the manager, shall be allowed to set and collect fees in its sole discretion on a per ticket fee in addition to the Facilities Fee and processing fees ("Administrative Fees"). All Administrative Fees shall be deposited into TSO's account as TSO income."

Attachment: 2023-042 ATTH 01 Updated Addendum (3961 : 2023-042 RES Perot Theatre Management Contract Revisions)

2. Paragraph 4.2(a) shall be deleted in its entirety, and shall be replaced with the following:

"a. City shall deposit a minimum of $50,000 annually into the Perot Theatre Building Maintenance Fund maintained by the City. Additionally, as a one-time payment, the City shall render an additional payment in the total amount of $50,000, less any prior RLF payments made this fiscal year, after the effective date of this Addendum for use by TSO in the operations of the Perot."

3. Paragraph 4.2(d) shall be deleted in its entirety, and shall be replaced with the following:

"d. Theatre income shall include rental income (the actual rental rate paid to use the Theatre); provided, however, that revenue from the sale of concessions shall be and remain the sole income of TSO. Rental income does not include: the Audience Services Fee, and Janitorial Services Fee charged for each use of the Theatre. All Theatre income shall be divided between the City and TSO as follows: 20% to City and 80% to TSO."

4. Paragraphs 6.3 and 6.4 shall be deleted in their entirety, and shall be replaced with the following:

"6.3 Except as otherwise provided in this Agreement, TSO shall during the term of this Agreement be responsible for all routine maintenance up to the first Four Thousand and No/Dollars ($4,000.00) of expenditures. Routine maintenance shall include all expenditures for the regular upkeep of the Perot, including land, buildings, and equipment and including recurring, prevenative and on-going maintenance. All other maintenance shall be the responsibility of the City, including all necessary major expenses or upgrades agreed upon between the City and TSO which shall not be considered as routine maintenance."

6.4 "Intentionally deleted."

5. Paragraph 9.1 shall be deleted in its entirety, and shall be replaced with the following:

"9.1 City shall maintain property insurance on the Theatre and premises with coverages and limits reasonably determined by City."

Attachment: 2023-042 ATTH 01 Updated Addendum (3961 : 2023-042 RES Perot Theatre Management Contract Revisions)

All other provisions of the Perot Theatre Management Agreement shall remain in full force and effect and the above provisions shall be incorporated therein.

IN WITNESS WHEREOF, the parties hereto have caused this First Addendum to be executed in duplicate originals by their respective duly authorized officers and shall be effective on the Effective Date set forth herein.

CITY OF TEXARKANA, TEXAS

_____
David Orr, City Manager

ATTEST:

_____
Jennifer Evans, City Secretary

TEXARKANA SYMPHONY ORCHESTRA

_____
By: Mark Van Herpen, Board President

ATTEST:

_____
Lisa Sitterley, TSO Secretary

Attachment: 2023-042 ATTH 01 Updated Addendum (3961 : 2023-042 RES Perot Theatre Management Contract Revisions)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Public Information Plan:

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

Other:

Attachment: 2023-042 Goals & Perspectives (3961 : 2023-042 RES Perot Theatre Management Contract Revisions)

City of Texarkana, Texas

Version:

Briefing Sheet

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

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

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

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

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

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

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

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

Potential Options:

- Approve
- Deny

Fiscal Implications:

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

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

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

Staff Coordination

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

Meeting History

03/13/23	City Council	MOVED FORWARD	Next: 03/27/23

RESOLUTION NO. 2023-032

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

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

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

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

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

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

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

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

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

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

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

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Public Information Plan:

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

Other:

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

QUALIFIED ENVIRONMENTAL PROFESSIONAL
REVOLVING LOAN FUND
CONSULTING CONTRACT

STATE OF TEXAS COUNTY OF
BOWIE

THIS QUALIFIED ENVIRONMENTAL PROFESSIONAL CONSULTING CONTRACT (the "Agreement") , made and entered into this _____ day of April, 2023 by and between the **City of Texarkana, Texas** in the County of Bowie, State of Texas (hereinafter referred to as "CITY"), and **Stanley Consultants, Inc.** in the County of Dallas, State of Texas (hereinafter termed "Contractor"), (collectively referred to herein as the "Parties").

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

I. Scope

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

II. Term

The term of this Agreement will begin on the date this Agreement is signed by all required parties. The anticipated start date is **April 3, 2023** with the date of completion to be coordinated with City.

III. Compensation

City agrees to pay invoices upon completion and acceptance of work for each assigned task, subject to the Fee Schedule attached hereto (see Exhibit **"D")** and the maximum allowable budget up to $80,000. ("Budget Cap" as shown on Exhibit "D").

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

Payment shall be made by City within thirty (30) days after the invoice has been approved and accepted by City. Final payment shall be made by City after completion of all work, any requisite documents have been provided, City finds the work acceptable and

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

completed, and the requirements of this Agreement have been fully satisfied. Nothing herein shall require City to utilize the entire budgeted amount or exceed the Budget Cap.

IV. Responsibility

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

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

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

V. Independent Contractor

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

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

VI. Ownership of Documents

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

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

and other information developed in performing the services described by this Agreement in Contractor's other activities.

VII. Indemnification

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

VIII. Insurance

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

- **A.** Commercial general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The limit shall be not less than $1,000,000.00. ·
- **B.** Automobile bodily injury and property damage liability insurance with a limit of not less than $1,000,000.00
- **C.** Statutory workers compensation and employer's liability insurance as required by state law.
- **D.** Professional liability insurance in the amount of $2,000,000 .00 per claim and in the aggregate .

IX. Subcontracts

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

X. Assignment

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

XI. No Third Party Beneficiaries

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

XII. Construction

In construing the Agreement, none of the parties shall have any term or prov1s1on, or any uncertainty or ambiguity as to any provisions, construed against such party solely by reason of such party having drafted the same.

XIII. No Liability of City Officials.

No City councilmember, officer, agent, employee, or independent contractor shall be

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personally responsible for any liability arising under or growing out of the Agreement.

XIV. Execution of Agreement

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

XV. Integration

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

XVI. Jurisdiction and Venue

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

XVII. Termination of Work

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

XVIII. FUNDING:

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

XIX. Taxes

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

XX. Dispute resolution provisions

The initial resolution process shall require the party raising a dispute to provide written notice to the other party with sufficient detail describing the provision of the Agreement

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

alleged to be breached, the underlying facts of the dispute, a proposed solution consistent with the terms of the Agreement, and the relief sought.

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

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

XX.I. Severability

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

XXII. Timeliness of Performance

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

XXIII. Waiver

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

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

CITY OF TEXARKANA, TEXAS (CITY)

By: _____
David Orr, PhD.
City Manager

APPROVED AS TO CONTENT:

By:_____
Vashil Fernandez, Director
Planning and Community Development

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

CONTRACTOR:
Stanley Consultants

By:_____

PRINTED NAME: _____

TITLE: _____

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EXHIBIT "A"

SCOPE OF SERVICE

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

Task I PROGRAMMATIC ASSISTANCE

1.1 Assist the Brownfields Program manager in the coordination, direction, and oversight of the Revolving Loan Fund grant guidelines. May include:
- 1.1.1 Provide consultation in development, marketing, and program management
- 1.1.2 EPA Reporting
- 1.1.3 Provide guidance to ensure the program is managed in conformance with the U.S. EPA Cooperative Agreement.
- 1.1.4 Reviewing and offering recommendations based on phase I and II Environmental Site Assessments as well as cleanup plans.
- 1.1.5 Ensure compliance with Federal, State, and local laws.
- 1.1.6 Servicing loan agreements and collection of payments.

1.2 Communications of the findings with RLF staff and the loan committee.

1.3 Meet with City EPA Brownfields Revolving Loan Team to ensure successful implementation and reporting on projects.

Task 2 LOAN MANAGEMENT

2.1 Review each loan application.

2.2 Ensure compliance with EPA's Cooperative Agreement

2.3 provide guidance to the RLF Steering Committee

Task 3 COMMUNITY OUTREACH

3.1 Assist with public health communications

3.2 Assist with public meetings and notices

3.3 Review public comments related to the project objectives and scope

Task 4 CLEANUP OVERSIGHT

4.1 Provide general remediation oversight for all cleanup projects

4.2 Review of cleanup documents and cleanup activities

4.3 Technical feedback

4.4 Prepare appropriate documents for cleanup and/or cleanup planning

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

4.6 Assist the Brownfields Program Manager with closeout documents

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

Stanley Consultants INC

6836 Austin Center Boulevard
Suite 350
Austin, TX 78731

512.427.3600
stanleyconsultants.com

February 23, 2023

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

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

Dear Amanda:

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

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Melissa Tiedemann

Melissa Tiedemann
Client Service Manager
Stanley Consultants, Inc.

046322

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

2023-032 ATTH 01



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Evidence of Professional Licensing in Texas 15
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Pricing Proposal

Hourly Rate Schedule ..... Enclosed herein

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

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

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

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

Enter Respondent Name:

Melissa Tiedemann

Enter Respondent's Business Name:

Stanley Consultants, Inc.

Enter Respondent Address:

6836 Austin Center Boulevard, Suite 350
Austin, TX 78731

Enter the following information:

Telephone Number: (319) 259 - 6603

Fax Number: (512) 427 - 3699

Email Address: tiedemannmelissa@stanleygroup.com

Federal Tax ID Number or Social Security Number

421320758

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

Authorized Signature

Melissa Tiedemann

Title

Client Service Manager

Print/Type Name

Melissa Tiedemann

Date

February 21, 2023

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

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2023-032 ATTH 01

CITY OF TEXARKANA, TEXAS
REQUEST FOR QUALIFICATIONS

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

1. *Name and Name of Company:*

   Melissa Tiedemann, Client Service Manager

   Stanley Consultants, Inc.

2. *Business Address:*

   6836 Austin Center Boulevard, Suite 350

   Austin, TX 78731

3. *Telephone with area code:*

   319-259-6603

   Cell Telephone with area code:

   319-610-4483

   Email address:

   tiedemannmelissa@stanleygroup.com

   Internet URL address:

   www.stanleyconsultants.com

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

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

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

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

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

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

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

***Project included cleanup of historic properties.*

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

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

SUBMITTED BY:

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

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

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

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

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CITY OF TEXARKANA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent

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

Agent (Signature)

Jeffrey R. Miller
Agent (Print)

Name of Agency/Broker: Arthur Gallagher Risk Management Services

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

City/State/Zip: Muscatine, IA 52761

Agent/Broker Telephone Number: 563-316-3417

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Stanley Consultants, Inc.

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7 Melissa Tiedemann

Signature of vendor doing business with the governmental entity

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

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

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

COMPANY NAME: Stanley Consultants, Inc.

Signature of Company Official: Melissa Tiedemann

Date Signed: February 21, 2023

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

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



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

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

Active Project List

WORKLOAD CAPACITY

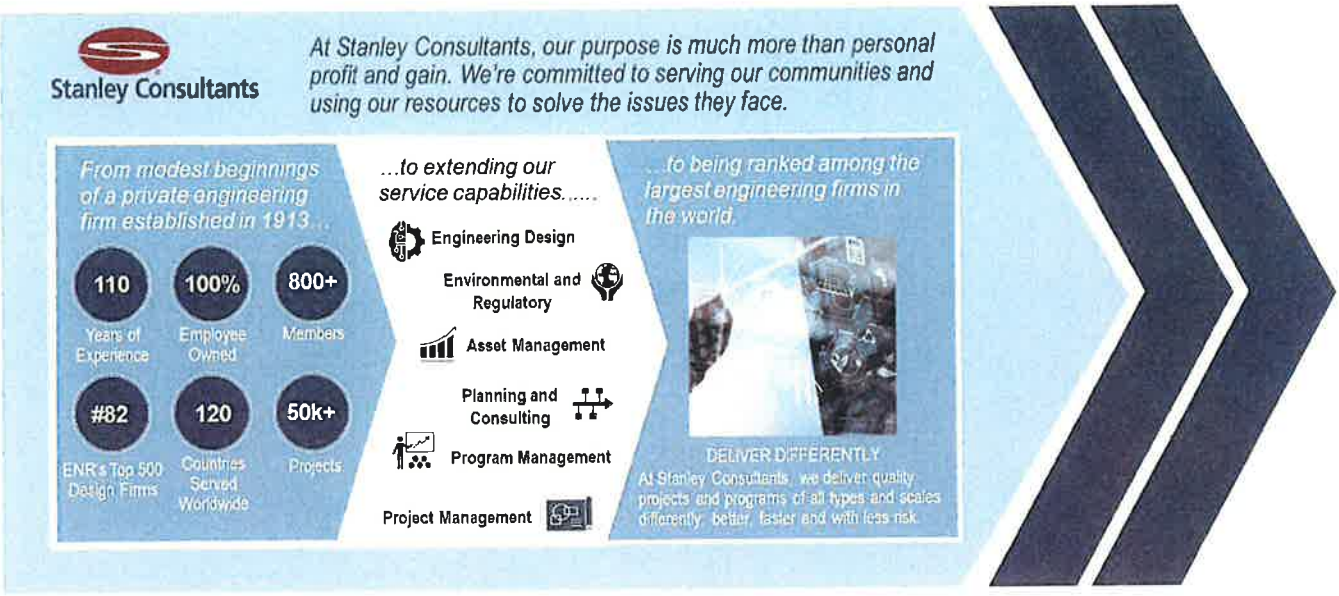
Stanley Consultants has the capacity to perform this project and commit the project team we have submitted for this important project. We complete a loading calendar each month that compares contracted work to available personnel by discipline. In addition, we analyze the loading of key individuals,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

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

PROPOSED TEAM MEMBER ACTIVE PROJECTS

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

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Firm Background

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

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

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

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

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

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

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Representative Project Experience

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



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

— Daphnea Ryan, Grants Administration Manager, City of Texarkana

EPA Brownfields Revolving Loan Fund Management

Texarkana, Texas

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

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

"Community Involvement Plan is very well written."

—EPA Region 6 Brownfields Project Manager

CLIENT »
City of Texarkana, Texas

DATES OF PROJECT INVOLVEMENT »
09/2016 to present

CONTRACT COST »
$189,700

SERVICES PROVIDED »
- Environmental Consulting Services

PROJECT RELEVANCY

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

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Brownfield Grant Implementation Plan

Port Arthur, Texas

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

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

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

—Mary Essex, Grants Manager, City of Port Arthur

PROJECT RELEVANCY

- Grant reporting assistance.
- Environmental assessments.

CLIENT »
City of Port Arthur, Texas

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

CONTRACT COST »
$303,926

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

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Environmental Assessments for Corridor Redevelopment

Marion, Iowa

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

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

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

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

—Dave Hockett, Principal Planner, City of Marion

CLIENT »
City of Marion, Iowa

DATES OF PROJECT INVOLVEMENT »
2015 to present

CONTRACT COST »
$230,000

SERVICES PROVIDED »
- Environmental Consulting Services





PROJECT RELEVANCY

- Grant writing and implementation.
- Environmental assessments.

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Environmental Assessments, Planning, and Grant Funding Acquisition

Cedar Rapids, Iowa

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

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

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

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

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

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

PROJECT RELEVANCY

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

CLIENT »
City of Cedar Rapids, Iowa

DATES OF PROJECT INVOLVEMENT »
2015 to present

CONTRACT COST »
$280,000

SERVICES PROVIDED »
- Environmental Consulting Services

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Broadlands Wind Farm Ordinance Compliance Assistance

Tuscola, IL

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

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

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

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

PROJECT RELEVANCY

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

CLIENT »
Douglas County
Highway Department

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

CONTRACT COST »
$160,000 (est.)

SERVICES PROVIDED »
- Environmental Consulting Services

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Public Engagement Approach

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

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

EPA Brownfields Assessment Public Involvement; City of Muscatine; IA

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

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

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

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

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



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

EPA Brownfields Assessment Implementation; City of Greenville; MS

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

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Team Composition

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



Melissa Tiedemann, AICP

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

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

Relevant project experience includes the following:

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

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Julie Oriano, PG, PMP

Project Role: Project Manager
Title: Principal Environmental Scientist

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

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

Relevant project experience includes the following:

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



Todd Knause, PG

Project Role: Technical Lead
Title: Principal Environmental Scientist

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

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

Relevant project experience includes the following:

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

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Bill Carrig, CEM, PMP

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

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

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

Relevant project experience includes the following:

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



Laura Brandt

Project Role: Senior Environmental Scientist
Title: Senior Environmental Scientist

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

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

Relevant project experience includes the following:

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

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Professional References

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

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

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

Statement of Philosophy and Project Understanding

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

QUALIFIED ENVIRONMENTAL PROFESSIONAL ASSISTANCE

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

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

SCHEDULE AND MEETINGS

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

REPORTING

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

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Evidence of Professional Licensing in Texas

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

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



Texas Board of Professional Engineers and Land Surveyors

CERTIFICATE OF REGISTRATION

This acknowledges that

STANLEY CONSULTANTS INC

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

Registration Number
F-174

Expiration Date
6/30/2023

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



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

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

Becky L. Johnson, PG, TBPG Chairman

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Draft of Typical PSA Terms and Conditions

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

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

Standard Terms and Conditions

1. CLIENT'S RESPONSIBILITIES

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

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

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

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

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

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

1.7 Advertise for and open bids when scheduled.

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

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

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

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

2. PERIOD OF SERVICE

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

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

3. CONSTRUCTION COST AND COST ESTIMATES

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

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

4. GENERAL

4.1 **Termination.**

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

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

4.2 **Reuse of Documents.**

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

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

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

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

4.3 **Payment.**

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

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

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

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

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

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

4.5 **Successors and Assigns.**

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

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

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

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

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

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

4.9 **Warranty.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Pricing Proposal

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

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

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

An hourly rate schedule is found on the following page.

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Hourly Rates

Stanley Consultants INC

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

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

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

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

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Appendix A:
Resumes for Key Team Members

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MELISSA TIEDEMANN, AICP

Reporting and Public Involvement Lead
Stanley Consultants
23 Years of Experience

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

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

PROJECT EXPERIENCE

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

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

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

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

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

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

Education

Master of Business Administration, Upper Iowa University

Bachelor of Arts, Economics, University of Northern Iowa

Professional Registrations

Certified Planner, #020438

Professional Societies

- American Planning Association
- American Institute of Certified Planners

Specialized Training and Certifications

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

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JULIE ORIANO, PG, PMP

Project Manager
Stanley Consultants
30 Years of Experience

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

PROJECT EXPERIENCE

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

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

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

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

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

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

Education

Bachelor of Science, Geology, University of Iowa

Professional Registrations

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

Groundwater Professional:
IA, #1703

Project Management Professional, #2092178

Professional Societies

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

Specialized Training and Certifications

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

Presentations

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

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TODD KNAUSE, PG

Technical Lead
Stanley Consultants
40 Years of Experience

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

PROJECT EXPERIENCE

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

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

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

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

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

Education

Bachelor of Science, Geology, Allegheny College

Professional Registrations

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

Professional Societies

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

Specialized Training and Certifications

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

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BILL CARRIG, CEM, PMP

Hazardous Materials/Asbestos Lead
Stanley Consultants
26 Years of Experience

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

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

PROJECT EXPERIENCE

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

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

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

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

Education

Bachelor of Science, Environmental Engineering, Northwestern University

Professional Registrations

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

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

Project Management Professional, #2005304

Certified Environmental Manager, #EM-2302, NV

Professional Societies

- Air & Waste Management Association

Specialized Training and Certifications

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

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URA BRANDT

Senior Environmental Scientist
Stanley Consultants
9 Years of Experience

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

PROJECT EXPERIENCE

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

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

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

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

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

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

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

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

Education

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

Bachelor of Science, Environmental Chemistry, Winona State University

Professional Societies

» Iowa Groundwater Association

Specialized Training and Certifications

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

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"EXHIBIT "C"

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

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

Enter Respondent Name:

Enter Respondent's Business Name:

Enter Respondent Address:

Enter the following information:

Telephone Number: ( )_____ - _____

Fax Number: ( )_____ - _____

Email Address: _____

Federal Tax ID Number or Social Security Number

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

Authorized Signature **Title**

_____ _____

Print/Type Name **Date**

_____ _____

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

INSTRUCTIONS ON SUBMITTAL

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

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

1. The sealed envelope or package containing the completed qualification(s) should be marked legibly on the outside with the RFP number and the description of the item(s) being proposed as shown on the cover sheet of this Request for Proposal.

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

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

2. The Offeror shall sign and date the submittal where, provided within the RFP. The person signing the submittal must have the authority to bind the company into a contract. Qualifications which are not signed and dated in this manner may be rejected.

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

5. The award of this contract shall be made to the responsible Offeror, whose qualifications are determined to be the highest evaluated offer resulting from negotiation, taking into consideration the relative importance of the evaluation factors set forth in the RFP.

6. Submittals cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the submitter,

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guaranteeing authenticity.

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

8. The City of Texarkana, Texas is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

9. Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Issuing authority of addenda shall be vested with the City of Texarkana, Texas, from the Public Works and Contracts Department. Vendors who pick up the RFP from Public Works and Contracts Department will be responsible for checking to see if any addenda have been issued. Offerors shall acknowledge receipt of all addenda on the sealed envelope or package containing their qualifications.

10. Submittals must comply with all applicable federal, state, county, and local laws concerning these types of services.

11. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

12. A prospective Offeror must demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

    a. have adequate financial resources, or the ability to obtain such resources as required;
    b. be able to comply with the required or proposed delivery schedule:
    c. have a satisfactory record of performance;
    d. have a satisfactory record of integrity and ethics; and
    e. be otherwise qualified and eligible to receive an award (certifications required).

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

13. If you consider any portion of your RFP to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.

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

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

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determination of whether a particular portion of your RFP is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your RFP that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

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

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

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

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

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

PURPOSE

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

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OBJECTIVE

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

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

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

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

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

SCOPE OF SERVICES

Assist the Brownfields Program Manager in the coordination, direction, and oversight of the Revolving Loan Fund grant guidelines. This will include but not be limited to review of all RLF Applications, EPA reporting, client's documentation to ensure state notifications and reporting requirements are met and ensure that the program is managed in conformance with the U.S. EPA cooperative agreement and all applicable laws and regulations including, but not limited to, servicing loan agreements and collection of payments.

Assist in public information campaign related to the project, including but not limited to scheduling, managing, presenting, and recording public meeting, monitoring public health impact, and managing public information related to the same, Reviewing and monitoring public comments related to the project objectives and scope.

The QEP will serve in the capacity of the City's environmental professional for purposes of administering the RLF program and cleanup activities, provide consultation in the development, marketing and program management, assist the borrower/grantees with review of environmental assessment documents and development of cleanup plans, provide technical feedback on the marketing of the RLF, assist with recommendations for funding projects, provide general remediation oversight for all cleanup projects, assist the RLF Program Staff and borrowers with

all required reporting. Quarterly reports and ACRES reporting will be conducted by both the QEP and RLF Program Staff. The consultant will work with the City, TCEQ, and U.S. EPA to administer these activities under the program.

Assist the RLF Staff to develop and maintain project files suitable for audit by the EPA, TCEQ, and outside audit entities.

Meet with City EPA Brownfields Revolving Loan Fund Team on a regular basis to ensure successful implementation and reporting on project.

DISCUSSION AND EVALUATION OF PROPOSALS

Initial evaluation of the proposals will focus on the qualifications of the vendors. The City of Texarkana, Texas may conduct discussions with vendors who are determined to be reasonably qualified for the award of the contract. Vendors will be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. To obtain the best final offers, revisions may be permitted after submission of proposals and before the award of the contract. The contract will be awarded to the responsible vendor whose proposal is determined to be the most advantageous to the City of Texarkana, Texas considering the relative importance of price and the other evaluation factors included in this request for proposal.

This request for proposal does not commit the City to award an agreement, to pay any costs incurred in preparation of the proposal, to procure, contract services, and supplies. All costs directly or indirectly incurred in response to the request shall be the sole responsibility of and shall be borne by respondents.

The City may require follow-up oral interviews at a later date, require any proposer selected to participate in negotiations and to submit such technical information, rate of compensation information, or other revisions of the proposal as may result from such negotiations. The City reserves the right to waive technicalities and irregularities or to reject any or all proposals in whole or in part, with or without cause and to accept that proposal if any, which in the City's judgment will be in the City's best interest.

MISCELLANEOUS

The City will own and have a right to use, reproduce and modify as it desires any data, reports, analysis, and materials which are collected or developed by the Consultant or officials, employees, and agents as a result of; any agreement entered-into between the City and the Consultant for this project. The materials provided to the Consultant by the City are for use solely with respect to this consulting project and are not to be used by the Consultant or the Consultant's officials, employees, and agents for any other purpose outside the scope of the work requested by the City without specific written consent of the City.

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SELECTION CRITERIA

The City will review and evaluate all proposals based on the criteria listed below in their order of importance and will rely primarily on the proposals submitted in selection of finalists. Therefore, vendors must emphasize specific information considered pertinent to the project and submit all information requested.

SCORING

CRITERIA	Max Points	Score
Firm's Organization & Qualifications	30	_____
Experience on Similar/Past City Projects	30	_____
Cost	20	_____
Capacity and Timeliness to Perform Work	10	_____
Overall Responsiveness to RFP	10	_____
Total Points	**100**	_____

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CITY OF TEXARKANA, TEXAS
REQUEST FOR QUALIFICATIONS

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

1. *Name and Name of Company:*

_____

_____

_____

_____

_____

_____

2. *Business Address:*

_____

_____

_____

3. *Telephone with area code:*

_____

Cell Telephone with area code:

_____

Email address:

_____

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Internet URL address:

_____

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

   a. *SOLE PROPRIETORSHIP* ( )

   b. *PARTNERSHIP* ( )

   c. *CORPORATION* ( )

   d. *JOINT VENTURE* ( )

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

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

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

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

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

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

	NAME	RELATIONSHIP	PHONE NUMBER
a.	_____	_____	_____
b.	_____	_____	_____
c.	_____	_____	_____
d.	_____	_____	_____
e.	_____	_____	_____
f.	_____	_____	_____
g.	_____	_____	_____

SUBMITTED BY:

*Signature:*_____ *Date:*_____

*Printed Name:*_____ *Title:*_____

*Team Name:*_____ *Tel #:*_____

*Address:*_____ *State:*_____ *Zip:*_____

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II. INDEPENDENT CONTRACTOR RELATIONSHIP

In the performance of Services hereunder, the PROPOSER shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. The PROPOSER shall not be considered a partner, affiliate, agent, or employee of the City and shall in no way have any authority to bind the City to any obligation.

III. INDEMNIFICATION

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROPOSER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF TEXARKANA, TEXAS AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, (COLLECTIVELY, THE "INDEMNITEES", FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS'FEES AND ATTORNEY'S FEES) (COLLECTIBELY, "LOSSES"), ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSES BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY PROPOSER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROPOSER EXERCISES CONTROL, UNTER OR IN CONEECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF STATUTE, ORDINANCE, GOVERNMENTAL, REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.

IV: LIMITATION OF LIABILITY

1. Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential, or special damages excluding fines and penalties levied by the regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof.

2. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee or agent of the City of Texarkana, Texas.

V. INSURANCE REQUIREMENTS

Prior to the award of this contract by the City and before commencing work, the successful proposer shall be required, at his own expense, to **furnish the City of Texarkana, Texas,**

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Contract Administrator within ten (10) 10-days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

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

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

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

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

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

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

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

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

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

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

(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

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

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

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

1) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

FIRM SHALL:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;

(2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;

(3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;

(4) obtain from each person providing services on a project, and provide to the governmental entity:

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(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

(7) post a notice on each project site informing all persons providing services on the project that they are required to be covered and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

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

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

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

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(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

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

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

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

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

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

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

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

VI. TERMS AND CONDITIONS FOR PROPOSAL

1 The City reserves the right to reject any or all responses to the RFQ, to advertise for new responses, or to accept any response deemed to be in the best interest of the City. A response to this RFQ should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract.

2 Upon selection a contract shall be prepared, negotiated, and fully executed before work is initiated. The City reserves the right to dismiss any part or all of the contracted

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team when, in the City's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

3

4 Qualifications packages should include, but not be limited to, information on the following evaluation criteria:

5 Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

1. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.
2. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.
3. Table of Contents
4. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.
5. Summary of firm's background and focus.
6. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:
    a. Location;
    b. Client;
    c. Date of project involvement;
    i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;
    d. Probable cost and scope of the project;
    e. Specific services performed by the firm.
7. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.
8. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.

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9. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.

10. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.

11. Evidence of professional licensing in Texas.

12. Draft of typical professional services agreement (PSA) terms and conditions.

6 Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

13. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.

14. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.

15. Table of Contents

16. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.

17. Summary of firm’s background and focus.

18. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:

    a. Location;

    b. Client;

    c. Date of project involvement;

    i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;

    d. Probable cost and scope of the project;

    e. Specific services performed by the firm.

19. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.

20. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team

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

members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.

21. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.

22. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.

23. Evidence of professional licensing in Texas.

24. Draft of typical professional services agreement (PSA) terms and conditions.

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GENERAL CONDITIONS

**** PLEASE READ CAREFULLY ****

These General Conditions **apply to all proposals** and become a part of the terms and conditions of any proposal submitted and subsequent Purchase Order or Contract. The City shall mean the City of Texarkana, Texas.

1. **REQUIRED INFORMATION**: City of Texarkana, Texas proposal packets contain various sections requiring completion. Please ensure all portions of the RFP are completed in their entirety or the submission may be considered non-responsive.

2. **INSTRUCTIONS:** These instructions apply to all proposals and become a part of terms and conditions of any proposal packet submitted.

3. **PRICING:** Proposal price (s) quoted must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

4. **INVOICES:** Invoices shall be submitted by the successful proposer to the City of Texarkana, Texas, Attn: Community Development Department, 220 Texas Blvd, Texarkana, Texas, 75501.

5. **PAYMENT TERMS:** Payment terms are net 30 unless otherwise specified by the City in this proposal packet.

6. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

7. **ASSIGNMENT:** The successful proposer shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Public Works and Contracts Department Director.

1. **LATE PROPOSALS:** Proposal packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.

2. **ALTERING PROPOSALS:** Proposal prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

10. **WITHDRAWAL OF PROPOSALS:** A proposal price may not be withdrawn or canceled by the proposer for a period of (90) ninety days following the date designated for the receipt of proposals without written approval of purchasing manager, and proposer so agrees upon submittal of proposal.

11. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the

contract will be made in writing to the City of Texarkana, Texas. Contractor is responsible for any and all change orders.

12. **ADDENDA:** Any interpretations, corrections or changes to this proposal packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Public Works and Contracts Department. Addenda will be sent to all who are known to have received a copy of this proposal packet. If the addendum contains changes to the "specification" or "proposal form", proposers shall acknowledge receipt of all addenda, or they will be declared non-responsive.

13. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold the City, its officers, agents, employees, contractors, elected officials, legal representatives, successors and assigns (collectively the "City"), harmless from all liability, suits, causes of action, lawsuits, judgments, claims, damages, penalties, fines, costs, fees, or expenses, including attorney's fees and costs of defense, for any injury to or the death of any person or damage to or destruction of any property arising out of, or resulting from or based upon, in whole or in part, any act or omission of contractor, its officers, employees, contractors, subcontractors, and agents under this contract.

14. **INDEPENDENT CONTRACTORS:** Proposer acknowledges that the successful proposer shall be an independent contractor of the City and that successful proposer shall not be an employee, agent, official or other representative of the City. Successful proposer shall not represent, either expressly or through implication, that they are an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the successful proposer.

15. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

    If this award results in a contract, it shall remain in effect until the contract expires, delivery and acceptance of products and/or performance of services ordered or terminated by the City with a thirty (30) day written notice prior to cancellation. In the event of termination, the City of Texarkana, Texas reserves the right to award a contract to the next lowest and best Contractor(s) as it deems to be in the best interest of the City of Texarkana, Texas.

    Further, the City of Texarkana, Texas may cancel this contract without expense to the City in the event that funds have not been appropriated for expenditures under this contract. The City of Texarkana, Texas shall return any delivered but unpaid goods in normal condition to the Contractor(s).

16. **AUDIT**: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.

1. **VENUE:** This agreement will be governed and constructed according to the laws of the state of Texas. This agreement is performable in Bowie County, Texas.

2. **NO PROHIBITED INTEREST:** Proposer acknowledges and represents by completing (**Attachment D)** that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer of employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested,

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directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service.....".

3. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any proposal, quotation, or proposal.

4. **MINOR DEFECTS:** The City reserves the right to waive any minor defect, irregularity, or informality in any proposal. The City may also reject any or all proposals without cause prior to award.

5. **PROPOSAL OPENINGS:** All proposals submitted will be read at the City's regularly scheduled proposal opening for the designated project. However, the reading of a proposal at proposal opening should not be construed as a comment on the responsiveness of such proposal or as any indication that the City accepts such proposal as responsive.

   The City will make a determination as to the responsiveness of proposals submitted based upon compliance with all applicable laws, City of Texarkana, Texas purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful proposer upon award of the contract and, according to state law, all proposals received will be available for inspection at that time.

22. **FORCE MAJEURE**: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

23. **TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT**

   If you consider any portion of your proposal to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions. The City of Texarkana, Texas will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request, and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to section 552.305 of the government code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under section 552.110 of the government code and section 252.049 of the local government code, then such information will be made available to the requester. Marking your entire proposal confidential/proprietary is not in conformance with the Texas open records act.

24. **CONFLICT OF INTEREST**

   The proposer shall not offer or accept gifts or anything of value nor enter-into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

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

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Pursuant to chapter 176 of the Texas local government code, any person or agent of a person who contracts or seeks to contract for the sale or purchase of property, goods, or services with a local government entity (i.e., the City of Texarkana, Texas) must disclose in the questionnaire form **(Attachment A)**, enclosed in this document, the person's affiliation or business relationship that might cause a conflict of interest with the local governmental entity. By law, this questionnaire must be filed with the appropriate records administrator of the City of Texarkana, Texas not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See section 176.006, local government code. A person commits an offense if the person violates section 176.006, local government code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, vendor represents that it is in compliance with the requirements of chapter 176 of the Texas local government code.

25. **CERTIFICATE OF INTERESTED PARTIES FORM 1295:** The successful proposer is required to complete online and notarize the certificate of interested parties Form 1295 and the form must be submitted to the purchasing contact listed in the solicitation before the purchase/contact shall be presented to the city council. The form be completed at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.

26. **BOYCOTTING ISRAEL, CHAPTER 2270:** Certification that company will not boycott Israel if company has (10) ten or more full-time employees and contract is over $100,000 in value.
(See next Form)

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

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CITY OF TEXARKANA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent

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

_____ _____
Agent (Signature) Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone Number: _____

CONTRACTOR'S NAME: _____
(Print or Type)

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2

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

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

_____

Name of Officer

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

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

Yes No

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

Yes No

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

6

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

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7

Signature of vendor doing business with the governmental entity

NOTE TO AGENT/BROKER

If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions, please contact the City of Texarkana at (903) 798-3948.

The City revised its Request for Qualifications (RFQ) template to include the following wording related to Historically Underutilized Businesses (HUB's):

The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFQ; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

The City revised its Purchasing Policy to include the following wording related to Historically Underutilized Businesses (HUB's):

Local Government Code Chapter 252.0215 Competitive Bidding in Relation to Historically Underutilized Business, states that a municipality, in making an expenditure of more than $3,000 but less than $50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

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

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

COMPANY NAME:_____

Signature of Company Official:_____

Date Signed:_____

Printed name of company official signing above:_____

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

"EXHIBIT D"

FEE SCHEDULE

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

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

Travel	Unit	Rate
Direct expenses are paid at cost. Other cost associated with travel paid at the following rates.		
Meals	Daily	$59.00
Mileage IRS Standard Mileage Rate – Currently	Mile	$0.655

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

RESOLUTION NO. 2023-032

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

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

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:45p.m.

Attachment: 2023-032 RES Consul. Svc EPA RLF grant signed (3949 : 2023-032 RES Contract With Stanley Consultants QEP Services)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 3/23/2023 10:22 AM

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

Subject: Resolution No. 2023-043 beginning the process of considering the voluntary annexation of two tracts, 7.98 acres and 11.05 acres, respectively, in the George Brinlee HRS, A-18, adjacent to Cooper Lane, by authorizing a development agreement with the owner, ATFAB, LLC., for extension of city regulatory authority and guarantee of extraterritorial status during the agreement term.

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

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

Updates/History of Briefing:

Resolution No. 2023-034, approved during the Council's regular meeting on March 13, 2023, authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests. This item is one of the requests brought to the Council's attention during that meeting: a request for voluntary annexation pursuant to the terms of a proposed development agreement.

Executive Summary and Background Information:

ATFAB, LLC., the owner of two tracts of 7.98 acres (Phase I – Multi-family development) and 11.05 acres (Phase II – Single Family 1 development), respectively, adjacent to Cooper Lane in the City's extraterritorial jurisdiction, has agreed to and requests that the City:

- guarantee the continuation of aspects of extraterritorial status while the owner develops the tracts for residential use consistent with the City's municipal planning authority, municipal land use and development regulations, and environmental regulations; and

- annex the acreage into the city limits not earlier than six (6) months before the end of the term of the agreement (end date specified as March 31, 2026).

The requirements of Texas law have been followed, detailed in the proposed development agreement and exhibits, authorizing the City Council to consider approval of the agreement.

Potential Options:

- Approve proposed agreement as presented;
- amend proposed agreement and resubmit to owner; or
- decline proposed agreement.

Fiscal Implications:

Staff time will be expended in relation to the extension of the City's municipal planning authority, municipal land use and development regulations, and environmental regulations for this development.

Staff Recommendation:

City staff recommends that the City Council elect to begin the process of consideration of annexation of the subject tracts by authorizing the City Manager to execute the proposed development agreement attached to this resolution.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2023-043 RES ATFAB devo agmt (DOCX)
b. 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (PDF)
c. 2023-043 ATTH 02 ClintYates-AnnexationRequestLetter-03152023 (PDF)
d. 2023-043 Goals & Perspectives (DOCX)
e. 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (PDF)

Staff Coordination

City Attorney	Jeffery C. Lewis	Department Head Review	Completed	03/17/2023 5:47 PM
Planning & Zoning Commission	Laura Puckett	Review	Completed	03/22/2023 10:37 AM
Water Utilities	Gary Smith	Water Review	Completed	03/22/2023 3:32 PM
Building Code Administration	Mashell Daniel	Zoning Review	Completed	03/23/2023 9:58 AM
Public Works Department	Dusty Henslee	Public Works Review	Completed	03/23/2023 10:25 AM
City Manager	David Orr	City Manager Review	Completed	03/23/2023 11:07 AM
City Council	Jennifer Evans	Meeting	Completed	03/27/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023 - 043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXATION OF A 7.98-ACRE TRACT AND AN 11.05-ACRE TRACT, GEORGE BRINLEE HRS A-18, INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN DEVELOPMENT AGREEMENT WITH THE OWNER, ATFAB, LLC, FOR EXTENSION OF CITY REGULATORY AUTHORITY, GUARANTEE OF EXTRATERRITORIAL STATUS DURING THE AGREEMENT TERM, AND PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACTS; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, ATFAB, LLC., the owner of two tracts of 7.98 acres and 11.05 acres, respectively, lying and situated in the George Brinlee Headright Survey, Abstract No. 18, Bowie County, Texas, described in Section 1 of the proposed "Development Agreement" attached to this resolution as **ATTH 01**, has agreed to and requests that the City of Texarkana, Texas, annex the acreage into the city limits not earlier than six (6) months before the end of the term of the agreement (March 31, 2026), and during the term for the City to guarantee the continuation of aspects of extraterritorial status while the owner develops the tracts for residential use consistent with the City's municipal planning authority, municipal land use and development regulations, and environmental regulations; and

WHEREAS, requirements of Texas law have been followed, detailed in the proposed development agreement, and exhibits thereto, authorizing the City Council to consider approval of the agreement; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the subject tracts by authorizing the City Manager to execute the proposed Development Agreement **(ATTH 01**) attached to this resolution.

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

SECTION 1: The City Council elects to begin the process of considering the voluntary annexation of the tracts described in Section 1 of the attached Development Agreement **(ATTH 01)**, incorporated herein by reference for all purposes, and authorizes the City Manager to execute the agreement.

SECTION 2: The City Council's approval of this resolution does not bind the City Council to approve annexation of the subject tracts; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of the tracts.

Attachment: 2023-043 RES ATFAB devo agmt (3962 : 2023-043 RES ATFAB devo agmt (annex))

SECTION 3: Upon execution of the Development Agreement, the City Council directs the City Manager to prepare a proposed annexation ordinance for the subject tracts at such time as contemplated by the terms of the agreement; and, pursuant to the agreement provisions, and at an appropriate time as determined by the City Manager and consistent with Texas law before instituting any annexation proceedings, the City Council shall give all interested persons the right to appear and to be heard at a public hearing during a regular meeting of the City Council pertaining to a proposed annexation for the subject tracts.

SECTION 4: The City Manager or designee shall cause to be issued all publications and notices as may be required by law for the proceedings and hearings authorized by this Resolution.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-043 RES ATFAB devo agmt (3962 : 2023-043 RES ATFAB devo agmt (annex))

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

Development Agreement

This Development Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and ATFAB, LLC ("Owner").

Recitals

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns a certain parcel of land situated in Bowie County, Texas, within the City's extraterritorial jurisdiction, contiguous to the city limits, appraised for ad valorem tax purposes as land for agricultural use, and more particularly described in Section 1, below ("the Property"); and

WHEREAS, Owner presented City with his plan to develop the Property for residential use in accordance with City ordinances, to have the Property remain in the City's extraterritorial jurisdiction during development, and to initiate voluntary / consent annexation procedures for the Property at a later date; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code ("LGC"), following documented compliance with the requirements of LGC Section 43.016, in order to address the desires of Owner and City ordinances and procedures; and

WHEREAS, City has not required this Agreement or any contract as a condition for providing municipally-operated utility services (i.e., water and sewer services) to the Property; and

WHEREAS, Owner and City desire to set out their agreements and plan for the development of the Property, the process for City Council consideration of voluntary annexation of the Property, and — in the event the City Council approves annexation — the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Owner and City acknowledge that this Agreement is binding upon City and Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Bowie County, Texas.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **Property.** This Agreement is only applicable to the Property described below:

   Tract No. 1---7.98 Acres

   All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property

Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Beginning also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 03°04'36" E, 710.30 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 01°11'28" W, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 03°04'36" E, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the North line of same, said corner also located on the North right-of-way line of Cooper Lane;
THENCE: S 87°29'00" W, 418.53 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to the Point of Beginning and containing 7.98 acres of land, more or less.

Tract No. 2---11.05 Acres

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Commencing also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner and being the Point of Beginning for the herein described tract of land;
THENCE: N 71°11'05" E, 519.48 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the East line of same, said corner als located on the West line of a 12.38 acre tract

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of land as conveyed to Garrett Donohoe and wife, Clare Donohoe, by Warranty Deed recorded in Volume 3333, Page 128 of the Real Property Records of Bowie County, Texas;
THENCE: S 03°04'36" E, 1034.56 feet with the East line of said ATFAB, LLC tract and the West line of said Donohoe tract to a ½" iron pin found for corner on the North line of a street known as Cooper Lane, said corner being the Southeast corner of said ATFAB, LLC tract;
THENCE: S 87°29'00" W, 505.02 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 01°11'28" E, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 710.30 feet across said ATFAB, LLC tract to the Point of Beginning and containing 11.05 acres of land, more or less.

2. LGC Section 43.016(b)(2) Declination. As required by law, City offered to make a specific development agreement pursuant to LGC Section 43.016(b)(1) with Owner that guarantees the continuation of the extraterritorial status of the area and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber. The parties acknowledge the history of this law:

- cities and landowners had used the authority of LGC Section 212.172 to enter into "nondevelopment" agreements under which a city agreed not to annex the land for a period of time in exchange for the landowner's promise to not develop the land;
- legislators and others believed that the compromise agreements were the right tool to protect farms and ranches from what they believed was unnecessary municipal annexation; and
- in 2007, H.B. 1472 passed to codify that practice at LGC Section 43.035, and then by S.B. 6 in 2017, transferred, redesignated, and amended as LGC Section 43.016.

Owner neither intends for nor desires the LGC Section 43.016(b)(1) agreement and declined the offer the City was required by law to extend (*see* Exhibit "A" to this Agreement).

Instead, through this Agreement, utilizing the broad authority of LGC Section 212.172, Owner intends and invites voluntary annexation of the Property at the end of the Agreement Term and City's pre-annexation enforcement of all regulations and City planning authority pertaining to residential development of the Property, together with requesting certain City services and oversight pre-annexation.

3. LGC Section 212.172(b-1) Disclosure. Owner acknowledges receipt of a written disclosure provided by City (*see* Exhibit "A" to this Agreement) that included the required material set out in LGC Section 212.172(b-1); i.e., (1) a statement that the landowner was not required to enter into the agreement; (2) the authority under which the City may annex the Property with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the Property; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the City's waiver of immunity to suit.

4. Mutual Covenants.

a. *Extraterritorial Status.* During the Term, City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by City, and its immunity from City property taxes. Except as provided in this Agreement, City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term.

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b. *Extending Municipality Planning Authority / Development Plan.* Without the prior written consent of the City, Owner covenants and agrees not to use the Property for any use excepting such uses authorized by Chapter 23 of the Texas Tax Code (i.e., for agriculture, wildlife management, and/or timber land) and by this Agreement consistent with the Development Plan prepared by Owner and approved by City, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes. This Agreement expressly authorizes development of the Property for residential use during the Term.

c. *Municipal Land Use and Development Regulations.* City is authorized to enforce and shall enforce all of City's regulations and planning authority that do not materially interfere with the uses of the Property authorized by law and by this Agreement in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to LGC Chapter 251 to exercise eminent domain over property that is subject to a development agreement authorized by the LGC.

d. *Provision of Infrastructure / Development Incentive.* This Agreement expressly provides for the Owner's development of residential infrastructure, including streets and roads, street and road drainage, land drainage, stormwater drainage, and water, wastewater, and other utility systems, as set out in the attached Development Plan and constructed or installed in accordance with City ordinances and City's Stormwater Drainage Manual. Owner agrees that any streets and roads constructed during the Term shall, at all times, remain within Owner's private ownership and shall not be dedicated to any governmental entity. To incentivize prompt residential development of the Property, City agrees to suspend any fees for building permits within the period of thirty (30) months following the Effective Date of this Agreement; provided, however, that this incentive suspends neither the requirement to obtain permits as required in the City's extraterritorial jurisdiction nor any other permit fees (including but not limited to mechanical permit fees).

e. *Environmental Regulations.* City is authorized to enforce and shall enforce all of City's environmental regulations with respect to the Property in the same manner the regulations are enforced within the City's boundaries.

f. *Voluntary Annexation.* Owner, and any or all of Owner's heirs, successors, assigns, and subsequent purchasers of any portion of the Property: (1) shall be deemed to have filed a petition for voluntary annexation not earlier than six (6) months before the end of the Term, or at an earlier date upon written notice to City, for voluntary annexation of the Property to be completed within the timelines set by the City in accordance with law and subject to the decision of the City Council whether or not to approve annexation; (2) waives any requirement in LGC Chapter 43 related to annexation procedures or service/notice provisions; (3) waives any and all vested rights and claims that may exist or arise under LGC Section 43.002(a)(2) or LGC Chapter 245 that would otherwise exist by operation of other law in the absence of this Agreement; and (4) consents, pursuant to LGC Section 212.172(b)(7), to City commencing and instituting full-purpose voluntary annexation proceedings with respect to any or all of the Property upon the deemed filing described in item (1) of this subsection. City Council approval of this Agreement shall not be deemed approval of any annexation ordinance pertaining to the Property.

g. *Uses and Development of Land Before and After Annexation; Zoning; Municipal Services.* This Agreement authorizes residential development and use of the Property before annexation pursuant to the Development Plan. In the event the Property is annexed pursuant to the terms of this Agreement, and in accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that (1) the portion of the Property designed as Tract 1 or Phase 1 will be designated and zoned multi-family, and the portion of the Property designed as Tract 2 or Phase 2 will be designated and zoned single-family,

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and (2) City will provide the municipal services set forth in Exhibit "C", attached hereto and incorporated herein by reference for all purposes (hereinafter, "Services"), at the times, events, or conditions specified therein for each of the Services.

h. *Agreement Binds and Benefits Successors and Runs with the Land.* This Agreement is binding on and inures to the benefit of the parties, their successors, assigns, and subsequent purchasers of any or all of the Property. **Owner shall promptly file this Agreement in the Deed Records of Bowie County, Texas, upon execution of this Agreement and provide the City Manager with proof of filing certified by the Bowie County Clerk.** The terms of this Agreement constitute covenants running with the land comprising the Property, are binding on the Owner and the City, are binding on subsequent owners of any portion of the Property, and are enforceable by any current or future owner of any portion of the Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City Manager. Furthermore, Owner and Owner's heirs, successor, assigns, and subsequent purchasers, shall give the City Manager written notice within fourteen (14) days of any change in the agricultural appraisal status of the Property. Exception: according to law, this Agreement "is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot." LGC Section 221.172(f).

5. Agreement Term. The parties intend for this Agreement to terminate upon the effective date of annexation of the Property. The term of this Agreement begins from the date of the parties' respective signatures below and ends on March 31, 2026; provided, however, that the parties authorize their respective signatories to this Agreement to modify by mutual agreement the specified Agreement end date to the extent necessary for the Agreement to terminate upon the effective date of annexation of the Property.

6. **Severability.** Except as otherwise provided herein, if any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement; provided, however, that Sections 2, 3, and 4 are not severable from this Agreement.

7. **Governing Law, Interpretation, and Venue**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas; provided, however, that no subsequent change in the law governing annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. The parties acknowledge that they prepared this Agreement jointly following arm's length and careful negotiation; they are of equal bargaining power; each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions; and that this Agreement shall be fairly interpreted in accordance with its terms and conditions and not for or against either party. Venue for any litigation relating to this Agreement shall be in the state or federal courts located in Bowie County, Texas.

8. **No Waiver.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **Governmental Powers and Functions.** Except as otherwise required by law, Owner and City agree that no provision of this Agreement is in any way intended to constitute a waiver of the City's governmental immunities from suit or from liability; Owner and City acknowledge that the terms,

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provisions, and execution of this Agreement, together with the provision of Services, constitute governmental functions of the City, and that the City does not waive or surrender any of its governmental powers or immunities by execution or performance of this Agreement.

10. **Force Majeure.** "Force Majeure" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, supply chain interruption, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, any deadline for provision of Services shall be extended for a time period that is reasonable under the circumstances, and any suspension of provision for Services shall be reasonable under the circumstances.

11. **Owner Costs/Fees to Pay or Reimburse.** In addition to any costs or fees set out in this Agreement or exhibits thereto, Owner agrees to reimburse or pay the following:

a. The amount of compensation required to be paid by City pursuant to Texas Health & Safety Code Section 775.022 with respect to annexation of the Property;

b. The fee set by the City Council for any discrete annexation proceeding;

c. City's cost of publication and advertising as may be required for any discrete annexation proceeding (including but not limited to notices and publication required by Texas law for any annexation proceeding of the Property, and publication of proposed annexation ordinances for the Property in the form in which such may be finally passed as required by Article I, Section 5 of the City Charter of the City of Texarkana, Texas); and

d. City's filing costs to file any annexation ordinances in the Real Property Records of Bowie County, Texas.

12. **Authority and Entire Agreement.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. Except as otherwise provided, this Agreement shall not be amended unless approved by the City Council and executed in writing by both parties.

13. **Assignment.** This Agreement shall be binding upon the respective successors and assigns of the parties; provided, however, that neither party may assign this Agreement without the other party's prior written consent.

14. **Surviving Provision.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 4 herein.

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15. **Notice.** Any notice pursuant to this Agreement shall be sent to the following:

To City:	To ATFAB LLC:
City of Texarkana, Texas Attn: City Manager 220 Texas Boulevard Texarkana, TX 75501	Clint Yates President 10 River Oaks Dr. Texarkana, TX 75503

16. **Section Headings**. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

17. **Effective Date.** This Agreement shall be effective upon the signature by the respective authorized representatives of City and Owner.

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City of Texarkana, Texas

By: _____ Date: March _____, 2023
David W. Orr, PhD
City Manager

Owner, ATFAB, LLC

By: _____ Date: March _____, 2023
Clint Yates, Member

Attachments:

Exhibit A LGC Section 43.016(b)(2) Declination and LGC Section 212.172(b-1) Disclosure

Exhibit B Owner Development Plan

Exhibit C Municipal Services Upon Annexation

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CITY OF
TEXARKANA
220 TEXAS BOULEVARD TEXARKANA TEXAS 75501 TEXAS

March 15, 2023

ATFAB, LLC
10 River Oaks Dr.
Texarkana, Texas 75503

Dear ATFAB LLC:

This will acknowledge your enclosed request for future voluntary consent annexation of your property abutting Cooper Lane towards the end of a three-year term development agreement.

Section 43.016 of the Texas Local Government Code ("LGC") requires the City to offer you a specific development agreement. That section of law provides that, before the City annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the City shall offer to make a "development agreement" with the property owner in lieu of annexation. The development agreement must guarantee the continuation of the extraterritorial status of the area; and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber. LGC § 43.016(b)(1)(A), (1)(B). A development agreement under LGC Section 43.016 "is not a permit for purposes of [LGC] Chapter 245." **By your signature below, you have expressly declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).**

Rather, you have expressed your intent to negotiate a different form of a development agreement pursuant to provisions in Section 212.172 of the LGC. Section 212.172(b-1) of the LGC requires the following disclosure for such a development agreement; otherwise, the agreement is void:

- You, the landowner, are not required to enter into a development agreement. *Any landowner may decline the offer of a development agreement.*
- The law requires the City to provide the authority under which the municipality may annex the land and to include references to relevant law. *Texarkana, a home-rule city, looks to both LGC Chapter 43 and its City Charter for authority to annex; and home-rule charter authority must be read in conjunction with and be consistent with the law's requirements. LGC § 43.003.*
- The law requires the City to provide a plain-language description of the annexation procedures applicable to the land. *Excepting very narrow "consent exempt" annexations, the Texas Legislature generally requires consent for annexation. Consent annexations require landowner and/or voter approval of annexations in one of three processes: (1) LGC Ch. 43, subch. C-3 for annexation on request of each landowner; (2) LGC Ch. 43, subch. C-4 for annexation of an area with population less than 200; (3) LGC Ch. 43, subch. C-5 for annexation of area with population of 200 or more - election/petition.*

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- The law requires the City to state whether the procedures for annexation require the landowner's consent. *With ATFAB, LLC, being the only owner of your property, the provisions of LGC Ch. 43, subch. C-3 would apply requiring consent of the landowner for annexation.*
- The law requires the City to provide a statement regarding the municipality's waiver of immunity to suit. A municipality that enters into a development agreement authorized by Section 212.172 of the LGC waives immunity from suit for the purpose of adjudicating a claim for breach of the contract.

By your signature below, you expressly acknowledge being provided with the written disclosure required by Section 212.172(b-1) of the LGC.

Enclosed you will find the proposed mutually-negotiated development agreement for your signature and for presentment to the City Council for approval. This letter, with your signed acknowledgement below, will become an exhibit to the proposed agreement.

With regards,

Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works

Enclosures -- 12 pages

Landowner Acknowledgement

I have declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).

I have been provided with the written disclosure required by LGC Section 212.172(b-1).

I have signed the mutually-negotiated development agreement and understand the City Council must approve the agreement in a public meeting noticed in accordance with the Texas Open Meetings Act.

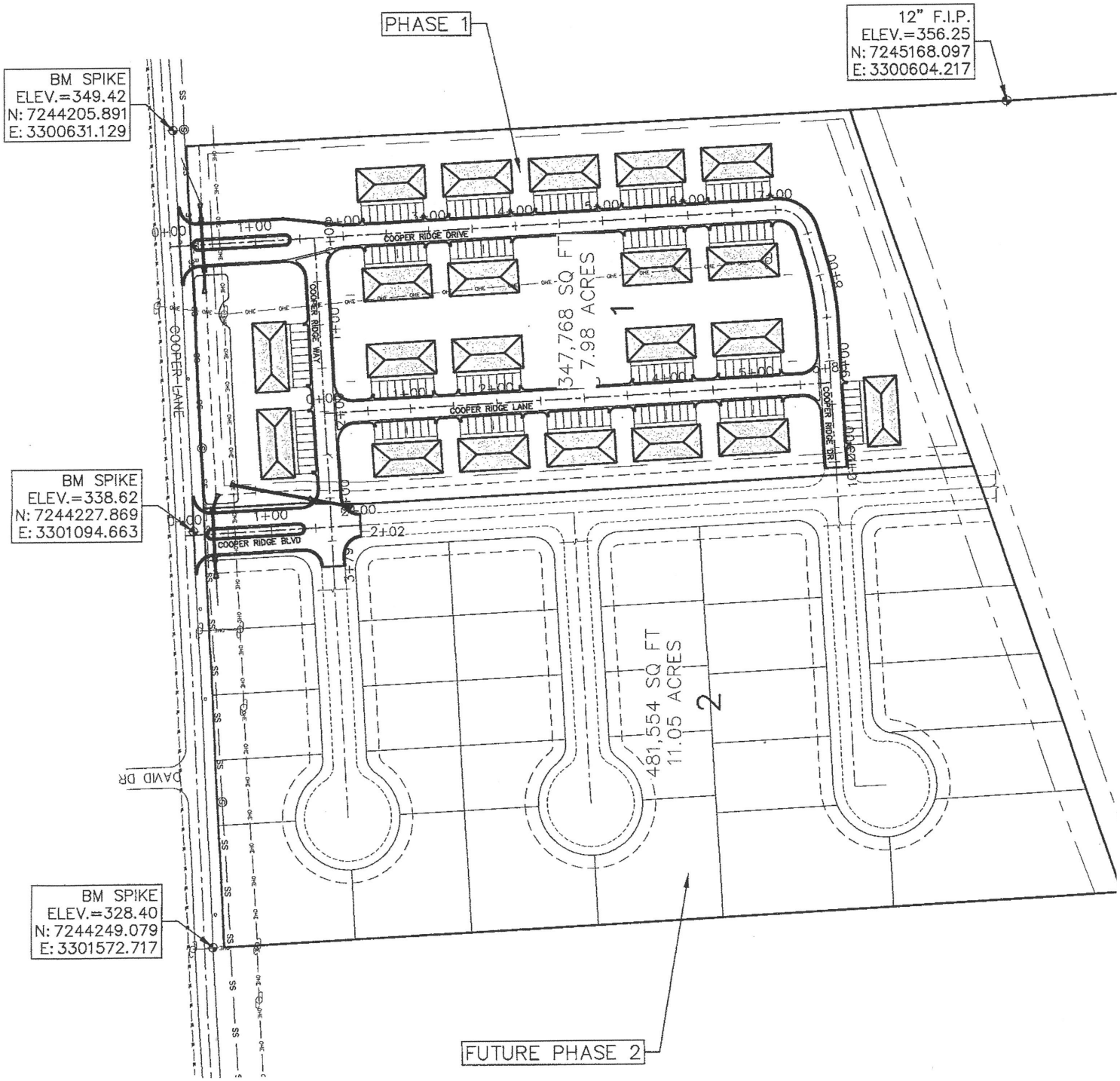
Dated: 3-17-, 2023

ATFAB, LLC

By: _____
Clint Yates, Member

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

Exhibit B



OVERAL

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

Exhibit C to Development Agreement

I. Services to be Provided Upon Annexation of Property.

A. Fire

Fire suppression service from the City's Fire Department will be available to the Property upon annexation. Primary fire response will be provided by Fire Station No. 3, located at 5706 Richmond Rd. Fire prevention activities will be provided by the Fire Marshall's office as needed.

B. Police

Currently, the Property is under the jurisdiction of the Bowie County Sheriff's Office. Upon annexation, the City's Police Department will extend regular and routine patrols to the Property.

C. Building Inspection

The City's Building Inspection Department will provide Inspection Services upon annexation. This includes issuing building, electrical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Texarkana, Texas.

D. Planning and Zoning

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Texarkana Zoning Ordinance will extend to this Property upon annexation. The property will also continue to be regulated under the requirements of the City of Texarkana Subdivision Ordinance.

E. Library

Upon annexation, free library use privileges with issuance of a free library card will be available to anyone residing in this Property. A free library card for those in the City limits includes checkouts for books, DVDs, and audiobooks. Also, databases are available that can be accessed from home, including free tutoring for grade school through college, foreign language, genealogy, Consumer Reports, and downloadable audiobooks and e-books.

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

F. Health Department

The Texarkana-Bowie County Health Department will provide health services to eligible residents, if any, of the Property upon annexation.

G. Code Enforcement

The City's Code Enforcement Division will provide Code Enforcement services upon annexation. These services include enforcing the City's health ordinances, health inspections, and enforcing the City's Code of Ordinances governing litter, junk vehicles, high grass and weeds, and substandard structures. Animal Control services will be provided to the Property as needed.

H. Parks

Existing park use privileges subject to Parks Rules and Regulations will be available to anyone residing within the Property upon annexation.

I. Traffic Engineering

Upon annexation, City will provide traffic engineering services and regulatory signage services in accordance with the City policies and procedures and applicable laws.

II. Services to be Provided to the Property Upon Specific Conditions or Events Following Annexation.

A. Drainage and Stormwater Management

Owner or Developers must provide stormwater drainage at their own expense and will be inspected by the City Engineers at time of completions. After inspection, the City will thereafter maintain the drainage only upon approval by City Engineers and only if drainage is dedicated in the public drainage easement and the City accepts the dedication; provided, however, that nothing herein should be construed as requiring the City to accept such dedication.

Maintenance of existing drainage facilities will be provided by the City upon annexation only if the drainage facilities are located in the street right-of-way or a public drainage easement. Owner shall be responsible and agrees to pay for maintenance of any drainage facility that is not in the street right-of-way or public drainage easement.

B. Street and Street Lighting

The new street as proposed will be maintained by the City only after the improvements have been dedicated to the City and the City accepts the dedication;

provided, however, that nothing herein should be construed as requiring the City to accept such dedication; and further provided that even if City accepts the dedication, Owner or Developer will be responsible for street repairs for one year after date of the City's acceptance. Owner or Developers shall bear the cost of street lights, including cost of installation of each pole and light, and the cost to run power to each pole and light.

C. Solid Waste Services

Beginning with occupancy of residential structures, Solid Waste Collection shall be provided to the Property in accordance with City ordinance and policies.

III. Existing Services to Property

A. Water and Sewer Service

Owner acknowledges that water and sanitary sewer service is currently provided to the Property. The parties do not intend for provision of this service to change upon annexation. Owner acknowledges and agrees that new residential structures shall be required to connect to the City's water and sewer system at Owner's expense.

IV. General Provisions

A. The parties acknowledge and agree that the City is not required to provide a service that is not identified herein.

B. Owner understands and acknowledges that City departments referenced herein may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar service.

Attachment: 2023-043 ATTH 01 ClintYates-CooperRidge-DevelopmentAgreement-03172023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

March 15, 2023

David Orr, PhD, City Manager
City of Texarkana, Texas
220 Texas Blvd
Texarkana, TX 75501

Dear Dr. Orr:

We respectfully request and consent to voluntary annexation into the City of Texarkana, Texas and to be allowed to connect to Texarkana Water Utilities' Water Distribution System and Wastewater Collection System. This request concerns a portion of the George Brinlee Headright Survey, Abstract No. A-18, abutting Cooper Lane, shown on the attached drawing and as described as follows:

Legal Description:

Tract No. 1---7.98 Acres

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Beginning also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 03°04'36" E, 710.30 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 01°11'28" W, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;

Attachment: 2023-043 ATTH 02 ClintYates-AnnexationRequestLetter-03152023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

THENCE: S 03°04'36" E, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the North line of same, said corner also located on the North right-of-way line of Cooper Lane;
THENCE: S 87°29'00" W, 418.53 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to the Point of Beginning and containing 7.98 acres of land, more or less.

Tract No. 2---11.05 Acres

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Commencing also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner and being the Point of Beginning for the herein described tract of land;
THENCE: N 71°11'05" E, 519.48 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the East line of same, said corner als located on the West line of a 12.38 acre tract of land as conveyed to Garrett Donohoe and wife, Clare Donohoe, by Warranty Deed recorded in Volume 3333, Page 128 of the Real Property Records of Bowie County, Texas;
THENCE: S 03°04'36" E, 1034.56 feet with the East line of said ATFAB, LLC tract and the West line of said Donohoe tract to a ½" iron pin found for corner on the North line of a street known as Cooper Lane, said corner being the Southeast corner of said ATFAB, LLC tract;
THENCE: S 87°29'00" W, 505.02 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 01°11'28" E, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 710.30 feet across said ATFAB, LLC tract to the Point of Beginning and containing 11.05 acres of land, more or less.

Attachment: 2023-043 ATTH 02 ClintYates-AnnexationRequestLetter-03152023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

This annexation request is for future residential development on the north side of Cooper Lane, which is a residential street within the city limits. Our request is for the final annexation to occur towards the end of a mutually-negotiated three-year term development agreement.

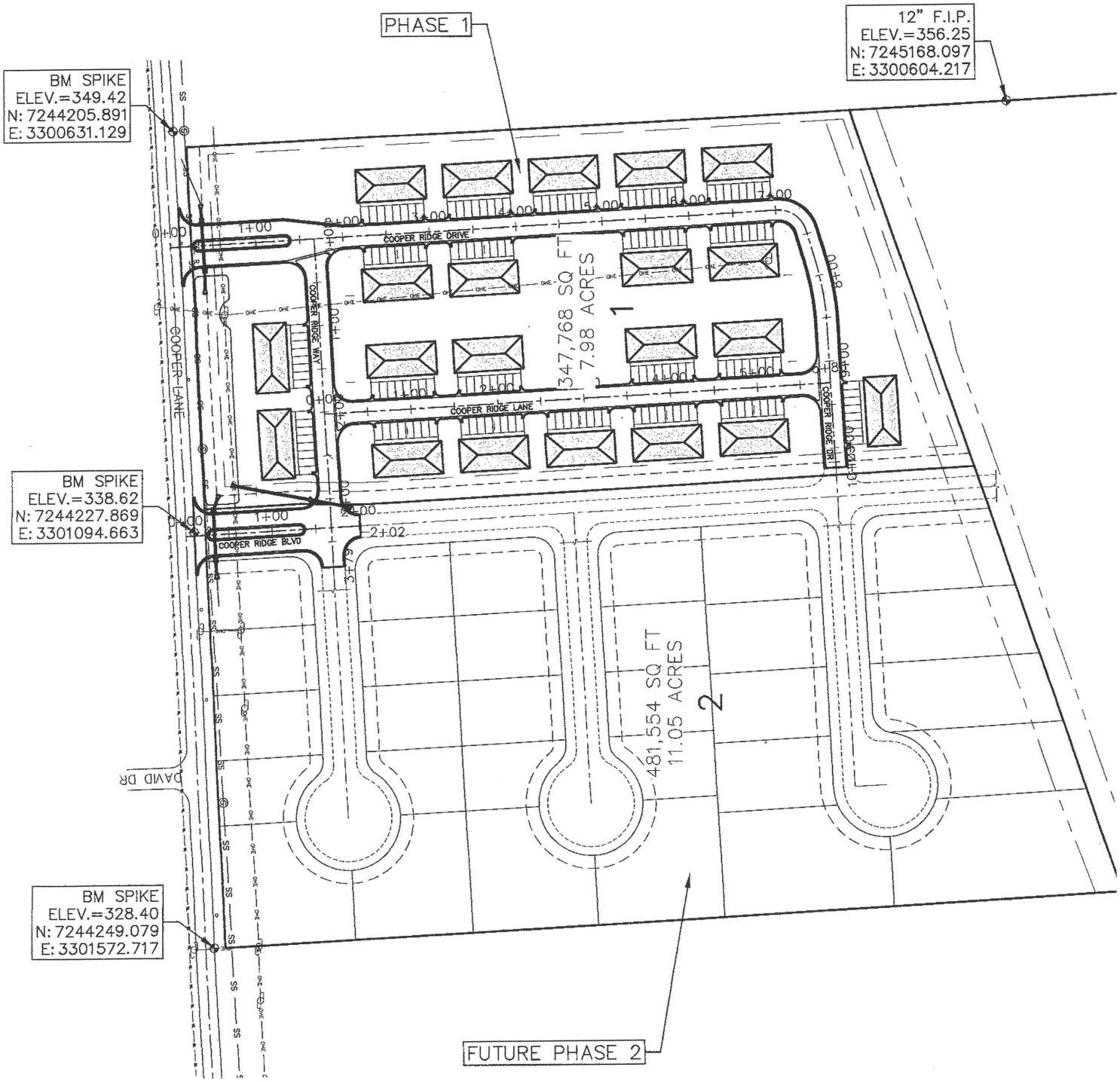
Thank you in advance for your consideration in this matter.

Sincerely,

Clint Yates, Member
ATFAB, LLC

Attachment: 2023-043 ATTH 02 ClintYates-AnnexationRequestLetter-03152023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

Exhibit B



OVERAL

Attachment: 2023-043 ATTH 02 ClintYates-AnnexationRequestLetter-03152023 (3962 : 2023-043 RES ATFAB devo agmt (annex))

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Public Information Plan:

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

Other:

Attachment: 2023-043 Goals & Perspectives (3962 : 2023-043 RES ATFAB devo agmt (annex))

RESOLUTION NO. 2023 - 043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXATION OF A 7.98-ACRE TRACT AND AN 11.05-ACRE TRACT, GEORGE BRINLEE HRS A-18, INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN DEVELOPMENT AGREEMENT WITH THE OWNER, ATFAB, LLC, FOR EXTENSION OF CITY REGULATORY AUTHORITY, GUARANTEE OF EXTRATERRITORIAL STATUS DURING THE AGREEMENT TERM, AND PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACTS; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, ATFAB, LLC., the owner of two tracts of 7.98 acres and 11.05 acres, respectively, lying and situated in the George Brinlee Headright Survey, Abstract No. 18, Bowie County, Texas, described in Section 1 of the proposed "Development Agreement" attached to this resolution as **ATTH 01**, has agreed to and requests that the City of Texarkana, Texas, annex the acreage into the city limits not earlier than six (6) months before the end of the term of the agreement (March 31, 2026), and during the term for the City to guarantee the continuation of aspects of extraterritorial status while the owner develops the tracts for residential use consistent with the City's municipal planning authority, municipal land use and development regulations, and environmental regulations; and

WHEREAS, requirements of Texas law have been followed, detailed in the proposed development agreement, and exhibits thereto, authorizing the City Council to consider approval of the agreement; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the subject tracts by authorizing the City Manager to execute the proposed Development Agreement **(ATTH 01**) attached to this resolution.

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

SECTION 1: The City Council elects to begin the process of considering the voluntary annexation of the tracts described in Section 1 of the attached Development Agreement **(ATTH 01)**, incorporated herein by reference for all purposes, and authorizes the City Manager to execute the agreement.

SECTION 2: The City Council's approval of this resolution does not bind the City Council to approve annexation of the subject tracts; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of the tracts.

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

SECTION 3: Upon execution of the Development Agreement, the City Council directs the City Manager to prepare a proposed annexation ordinance for the subject tracts at such time as contemplated by the terms of the agreement; and, pursuant to the agreement provisions, and at an appropriate time as determined by the City Manager and consistent with Texas law before instituting any annexation proceedings, the City Council shall give all interested persons the right to appear and to be heard at a public hearing during a regular meeting of the City Council pertaining to a proposed annexation for the subject tracts.

SECTION 4: The City Manager or designee shall cause to be issued all publications and notices as may be required by law for the proceedings and hearings authorized by this Resolution.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:47 p.m.

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

Development Agreement

This Development Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and ATFAB, LLC ("Owner").

Recitals

The parties agree that the following recitals are true and correct and form the basis upon which the parties have entered into this Agreement:

WHEREAS, Owner owns a certain parcel of land situated in Bowie County, Texas, within the City's extraterritorial jurisdiction, contiguous to the city limits, appraised for ad valorem tax purposes as land for agricultural use, and more particularly described in Section 1, below ("the Property"); and

WHEREAS, Owner presented City with his plan to develop the Property for residential use in accordance with City ordinances, to have the Property remain in the City's extraterritorial jurisdiction during development, and to initiate voluntary / consent annexation procedures for the Property at a later date; and

WHEREAS, this Agreement is entered into pursuant to Section 212.172 of the Texas Local Government Code ("LGC"), following documented compliance with the requirements of LGC Section 43.016, in order to address the desires of Owner and City ordinances and procedures; and

WHEREAS, City has not required this Agreement or any contract as a condition for providing municipally-operated utility services (i.e., water and sewer services) to the Property; and

WHEREAS, Owner and City desire to set out their agreements and plan for the development of the Property, the process for City Council consideration of voluntary annexation of the Property, and — in the event the City Council approves annexation — the City services to be provided for the Property on or after the effective date of annexation; and

WHEREAS, Owner and City acknowledge that this Agreement is binding upon City and Owner and their respective successors and assigns for the term (defined below) of this Agreement; and

WHEREAS, this Development Agreement is to be recorded in the Real Property Records of Bowie County, Texas.

NOW THEREFORE, in exchange for the mutual covenants, conditions and promises contained herein, City and Owner agree as follows:

1. **Property.** This Agreement is only applicable to the Property described below:

   Tract No. 1---7.98 Acres

   All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property

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Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Beginning at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Beginning also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 03°04'36" E, 710.30 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 01°11'28" W, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: S 03°04'36" E, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the North line of same, said corner also located on the North right-of-way line of Cooper Lane;
THENCE: S 87°29'00" W, 418.53 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to the Point of Beginning and containing 7.98 acres of land, more or less.

Tract No. 2---11.05 Acres

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, the subject tract of land being a part of a certain 96.8 acre tract of land as conveyed to Sara Cooper Elkins by Deed recorded in Volume 480, Page 208 of the Deed Records of Bowie County, Texas, the subject tract of land being a part of the same called 52.43 acre tract of land as conveyed to ATFAB, LLC, by General Warranty Deed recorded as Instrument No. 2020-00004714 of the Real Property Records of Bowie County, Texas, and the subject tract of land being more particularly described by metes and bounds as follows:

Commencing at ½" iron pin set for corner on the North right-of-way line of a street known as Cooper Lane, being the Southwest corner of said ATFAB, LLC tract, the Point of Commencing also being the Southeast corner of a certain 1.97 acre tract as conveyed to Robert D. Webb and wife, Virginia Webb, by Warranty Deed recorded in Volume 5117, Page 39 of the Real Property Records of Bowie County, Texas;
THENCE: N 02°43'07" W, 635.00 feet with the East line of said Webb tract and the West line of said ATFAB, LLC tract to a ½" iron pin found for corner at the Northeast corner of said Webb tract and the Southeast corner of Cooper Lane Estates II;
THENCE: N 02°48'34" W, 131.58 feet with the West line of said ATFAB, LLC tract and the East line of Cooper Lane Estates II to a ½" iron pin set for corner;
THENCE: N 71°11'05" E, 435.24 feet across said ATFAB, LLC tract to a ½" iron pin set for corner and being the Point of Beginning for the herein described tract of land;
THENCE: N 71°11'05" E, 519.48 feet across said ATFAB, LLC tract to a ½" iron pin set for corner on the East line of same, said corner als located on the West line of a 12.38 acre tract

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

of land as conveyed to Garrett Donohoe and wife, Clare Donohoe, by Warranty Deed recorded in Volume 3333, Page 128 of the Real Property Records of Bowie County, Texas;
THENCE: S 03°04'36" E, 1034.56 feet with the East line of said ATFAB, LLC tract and the West line of said Donohoe tract to a ½" iron pin found for corner on the North line of a street known as Cooper Lane, said corner being the Southeast corner of said ATFAB, LLC tract;
THENCE: S 87°29'00" W, 505.02 feet with the South line of said ATFAB, LLC tract and the North right-of-way line of Cooper Lane to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 111.41 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 01°11'28" E, 67.19 feet across said ATFAB, LLC tract to a ½" iron pin set for corner;
THENCE: N 03°04'36" W, 710.30 feet across said ATFAB, LLC tract to the Point of Beginning and containing 11.05 acres of land, more or less.

2. LGC Section 43.016(b)(2) Declination. As required by law, City offered to make a specific development agreement pursuant to LGC Section 43.016(b)(1) with Owner that guarantees the continuation of the extraterritorial status of the area and authorizes the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber. The parties acknowledge the history of this law:

- cities and landowners had used the authority of LGC Section 212.172 to enter into "nondevelopment" agreements under which a city agreed not to annex the land for a period of time in exchange for the landowner's promise to not develop the land;
- legislators and others believed that the compromise agreements were the right tool to protect farms and ranches from what they believed was unnecessary municipal annexation; and
- in 2007, H.B. 1472 passed to codify that practice at LGC Section 43.035, and then by S.B. 6 in 2017, transferred, redesignated, and amended as LGC Section 43.016.

Owner neither intends for nor desires the LGC Section 43.016(b)(1) agreement and declined the offer the City was required by law to extend (*see* Exhibit "A" to this Agreement).

Instead, through this Agreement, utilizing the broad authority of LGC Section 212.172, Owner intends and invites voluntary annexation of the Property at the end of the Agreement Term and City's pre-annexation enforcement of all regulations and City planning authority pertaining to residential development of the Property, together with requesting certain City services and oversight pre-annexation.

3. LGC Section 212.172(b-1) Disclosure. Owner acknowledges receipt of a written disclosure provided by City (*see* Exhibit "A" to this Agreement) that included the required material set out in LGC Section 212.172(b-1); i.e., (1) a statement that the landowner was not required to enter into the agreement; (2) the authority under which the City may annex the Property with references to relevant law; (3) a plain-language description of the annexation procedures applicable to the Property; (4) whether the procedures require the landowner's consent; and (5) a statement regarding the City's waiver of immunity to suit.

4. Mutual Covenants.

a. *Extraterritorial Status.* During the Term, City guarantees the continuation of the extraterritorial status of the Property, its immunity from annexation by City, and its immunity from City property taxes. Except as provided in this Agreement, City agrees not to annex the Property, agrees not to involuntarily institute proceedings to annex the Property, and further agrees not to include the Property in a statutory annexation plan for the Term.

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

b. *Extending Municipality Planning Authority / Development Plan.* Without the prior written consent of the City, Owner covenants and agrees not to use the Property for any use excepting such uses authorized by Chapter 23 of the Texas Tax Code (i.e., for agriculture, wildlife management, and/or timber land) and by this Agreement consistent with the Development Plan prepared by Owner and approved by City, attached hereto as Exhibit "B" and incorporated herein by reference for all purposes. This Agreement expressly authorizes development of the Property for residential use during the Term.

c. *Municipal Land Use and Development Regulations.* City is authorized to enforce and shall enforce all of City's regulations and planning authority that do not materially interfere with the uses of the Property authorized by law and by this Agreement in the same manner the regulations are enforced within the City's boundaries. The City states and specifically reserves its authority pursuant to LGC Chapter 251 to exercise eminent domain over property that is subject to a development agreement authorized by the LGC.

d. *Provision of Infrastructure / Development Incentive.* This Agreement expressly provides for the Owner's development of residential infrastructure, including streets and roads, street and road drainage, land drainage, stormwater drainage, and water, wastewater, and other utility systems, as set out in the attached Development Plan and constructed or installed in accordance with City ordinances and City's Stormwater Drainage Manual. Owner agrees that any streets and roads constructed during the Term shall, at all times, remain within Owner's private ownership and shall not be dedicated to any governmental entity. To incentivize prompt residential development of the Property, City agrees to suspend any fees for building permits within the period of thirty (30) months following the Effective Date of this Agreement; provided, however, that this incentive suspends neither the requirement to obtain permits as required in the City's extraterritorial jurisdiction nor any other permit fees (including but not limited to mechanical permit fees).

e. *Environmental Regulations.* City is authorized to enforce and shall enforce all of City's environmental regulations with respect to the Property in the same manner the regulations are enforced within the City's boundaries.

f. *Voluntary Annexation.* Owner, and any or all of Owner's heirs, successors, assigns, and subsequent purchasers of any portion of the Property: (1) shall be deemed to have filed a petition for voluntary annexation not earlier than six (6) months before the end of the Term, or at an earlier date upon written notice to City, for voluntary annexation of the Property to be completed within the timelines set by the City in accordance with law and subject to the decision of the City Council whether or not to approve annexation; (2) waives any requirement in LGC Chapter 43 related to annexation procedures or service/notice provisions; (3) waives any and all vested rights and claims that may exist or arise under LGC Section 43.002(a)(2) or LGC Chapter 245 that would otherwise exist by operation of other law in the absence of this Agreement; and (4) consents, pursuant to LGC Section 212.172(b)(7), to City commencing and instituting full-purpose voluntary annexation proceedings with respect to any or all of the Property upon the deemed filing described in item (1) of this subsection. City Council approval of this Agreement shall not be deemed approval of any annexation ordinance pertaining to the Property.

g. *Uses and Development of Land Before and After Annexation; Zoning; Municipal Services.* This Agreement authorizes residential development and use of the Property before annexation pursuant to the Development Plan. In the event the Property is annexed pursuant to the terms of this Agreement, and in accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that (1) the portion of the Property designed as Tract 1 or Phase 1 will be designated and zoned multi-family, and the portion of the Property designed as Tract 2 or Phase 2 will be designated and zoned single-family,

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and (2) City will provide the municipal services set forth in Exhibit "C", attached hereto and incorporated herein by reference for all purposes (hereinafter, "Services"), at the times, events, or conditions specified therein for each of the Services.

h. *Agreement Binds and Benefits Successors and Runs with the Land.* This Agreement is binding on and inures to the benefit of the parties, their successors, assigns, and subsequent purchasers of any or all of the Property. **Owner shall promptly file this Agreement in the Deed Records of Bowie County, Texas, upon execution of this Agreement and provide the City Manager with proof of filing certified by the Bowie County Clerk.** The terms of this Agreement constitute covenants running with the land comprising the Property, are binding on the Owner and the City, are binding on subsequent owners of any portion of the Property, and are enforceable by any current or future owner of any portion of the Property. Any person who sells or conveys any portion of the Property shall, prior to such sale or conveyance, give written notice of this Agreement to the prospective purchaser or grantee, and shall give written notice of the sale or conveyance to the City Manager. Furthermore, Owner and Owner's heirs, successor, assigns, and subsequent purchasers, shall give the City Manager written notice within fourteen (14) days of any change in the agricultural appraisal status of the Property. Exception: according to law, this Agreement "is not binding on, and does not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the development, except for land use and development regulations that may apply to a specific lot." LGC Section 221.172(f).

5. Agreement Term. The parties intend for this Agreement to terminate upon the effective date of annexation of the Property. The term of this Agreement begins from the date of the parties' respective signatures below and ends on March 31, 2026; provided, however, that the parties authorize their respective signatories to this Agreement to modify by mutual agreement the specified Agreement end date to the extent necessary for the Agreement to terminate upon the effective date of annexation of the Property.

6. **Severability.** Except as otherwise provided herein, if any part, term, or provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability will not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the part, term, or provision was never part of the Agreement; provided, however, that Sections 2, 3, and 4 are not severable from this Agreement.

7. **Governing Law, Interpretation, and Venue**. The parties to this Agreement covenant and agree that in any litigation relating to this Agreement, the terms and conditions of the Agreement will be interpreted according to the laws of the State of Texas; provided, however, that no subsequent change in the law governing annexation shall affect the enforceability of this Agreement or the City's ability to annex the Property pursuant to the terms of this Agreement. The parties acknowledge that they prepared this Agreement jointly following arm's length and careful negotiation; they are of equal bargaining power; each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions; and that this Agreement shall be fairly interpreted in accordance with its terms and conditions and not for or against either party. Venue for any litigation relating to this Agreement shall be in the state or federal courts located in Bowie County, Texas.

8. **No Waiver.** The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

9. **Governmental Powers and Functions.** Except as otherwise required by law, Owner and City agree that no provision of this Agreement is in any way intended to constitute a waiver of the City's governmental immunities from suit or from liability; Owner and City acknowledge that the terms,

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

provisions, and execution of this Agreement, together with the provision of Services, constitute governmental functions of the City, and that the City does not waive or surrender any of its governmental powers or immunities by execution or performance of this Agreement.

10. **Force Majeure.** "Force Majeure" means an event, circumstance, or act that is beyond a party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, supply chain interruption, hurricanes, earthquakes, fires, floods, epidemics, pandemics, embargoes, war, riots, ransomware or cyber events, or any other similar cause. Neither party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A party that becomes aware of a Force Majeure that will significantly delay performance will notify the other party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, any deadline for provision of Services shall be extended for a time period that is reasonable under the circumstances, and any suspension of provision for Services shall be reasonable under the circumstances.

11. **Owner Costs/Fees to Pay or Reimburse.** In addition to any costs or fees set out in this Agreement or exhibits thereto, Owner agrees to reimburse or pay the following:

a. The amount of compensation required to be paid by City pursuant to Texas Health & Safety Code Section 775.022 with respect to annexation of the Property;

b. The fee set by the City Council for any discrete annexation proceeding;

c. City's cost of publication and advertising as may be required for any discrete annexation proceeding (including but not limited to notices and publication required by Texas law for any annexation proceeding of the Property, and publication of proposed annexation ordinances for the Property in the form in which such may be finally passed as required by Article I, Section 5 of the City Charter of the City of Texarkana, Texas); and

d. City's filing costs to file any annexation ordinances in the Real Property Records of Bowie County, Texas.

12. **Authority and Entire Agreement.** City and Owner represent that they have full power, authority, and legal right to execute, deliver and perform their obligations pursuant to this Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between said parties. Except as otherwise provided, this Agreement shall not be amended unless approved by the City Council and executed in writing by both parties.

13. **Assignment.** This Agreement shall be binding upon the respective successors and assigns of the parties; provided, however, that neither party may assign this Agreement without the other party's prior written consent.

14. **Surviving Provision.** This Agreement shall survive its termination to the extent necessary for the implementation of the provisions of Section 4 herein.

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

15. **Notice.** Any notice pursuant to this Agreement shall be sent to the following:

To City:	To ATFAB LLC:
City of Texarkana, Texas Attn: City Manager 220 Texas Boulevard Texarkana, TX 75501	Clint Yates President 10 River Oaks Dr. Texarkana, TX 75503

16. **Section Headings**. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

17. **Effective Date.** This Agreement shall be effective upon the signature by the respective authorized representatives of City and Owner.

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

City of Texarkana, Texas

By: _____ Date: March 28, 2023
David W. Orr, PhD
City Manager

Owner, ATFAB, LLC

By: _____ Date: March _____, 2023
Clint Yates, Member

Attachments:

Exhibit A	LGC Section 43.016(b)(2) Declination and LGC Section 212.172(b-1) Disclosure
Exhibit B	Owner Development Plan
Exhibit C	Municipal Services Upon Annexation

Attachment: 2023-043 RES dev. agrmt. (annex) ATFAB Cooper Ln signed (3962 : 2023-043 RES ATFAB devo agmt (annex))

Exhibit A

CITY OF
TEXARKANA
TEXAS

220 TEXAS BOULEVARD TEXARKANA TEXAS 75501

March 15, 2023

ATFAB, LLC
10 River Oaks Dr.
Texarkana, Texas 75503

Dear ATFAB LLC:

This will acknowledge your enclosed request for future voluntary consent annexation of your property abutting Cooper Lane towards the end of a three-year term development agreement.

Section 43.016 of the Texas Local Government Code ("LGC") requires the City to offer you a specific development agreement. That section of law provides that, before the City annexes property that is subject to an agricultural, wildlife management, or timber ad valorem tax exemption, the City shall offer to make a "development agreement" with the property owner in lieu of annexation. The development agreement must guarantee the continuation of the extraterritorial status of the area; and authorize the enforcement of all regulations and planning authority of the municipality that do not interfere with the use of the area for agriculture, wildlife management, or timber. LGC § 43.016(b)(1)(A), (1)(B). A development agreement under LGC Section 43.016 "is not a permit for purposes of [LGC] Chapter 245." **By your signature below, you have expressly declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).**

Rather, you have expressed your intent to negotiate a different form of a development agreement pursuant to provisions in Section 212.172 of the LGC. Section 212.172(b-1) of the LGC requires the following disclosure for such a development agreement; otherwise, the agreement is void:

- You, the landowner, are not required to enter into a development agreement. *Any landowner may decline the offer of a development agreement.*
- The law requires the City to provide the authority under which the municipality may annex the land and to include references to relevant law. *Texarkana, a home-rule city, looks to both LGC Chapter 43 and its City Charter for authority to annex; and home-rule charter authority must be read in conjunction with and be consistent with the law's requirements. LGC § 43.003.*
- The law requires the City to provide a plain-language description of the annexation procedures applicable to the land. *Excepting very narrow "consent exempt" annexations, the Texas Legislature generally requires consent for annexation. Consent annexations require landowner and/or voter approval of annexations in one of three processes: (1) LGC Ch. 43, subch. C-3 for annexation on request of each landowner; (2) LGC Ch. 43, subch. C-4 for annexation of an area with population less than 200; (3) LGC Ch. 43, subch. C-5 for annexation of area with population of 200 or more - election/petition.*

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- The law requires the City to state whether the procedures for annexation require the landowner's consent. *With ATFAB, LLC, being the only owner of your property, the provisions of LGC Ch. 43, subch. C-3 would apply requiring consent of the landowner for annexation.*
- The law requires the City to provide a statement regarding the municipality's waiver of immunity to suit. A municipality that enters into a development agreement authorized by Section 212.172 of the LGC waives immunity from suit for the purpose of adjudicating a claim for breach of the contract.

By your signature below, you expressly acknowledge being provided with the written disclosure required by Section 212.172(b-1) of the LGC.

Enclosed you will find the proposed mutually-negotiated development agreement for your signature and for presentment to the City Council for approval. This letter, with your signed acknowledgement below, will become an exhibit to the proposed agreement.

With regards,

Dusty Henslee, P.E., CFM, CPM
Assistant City Manager/Director of Public Works

Enclosures -- 12 pages

Landowner Acknowledgement

I have declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).

I have been provided with the written disclosure required by LGC Section 212.172(b-1).

I have signed the mutually-negotiated development agreement and understand the City Council must approve the agreement in a public meeting noticed in accordance with the Texas Open Meetings Act.

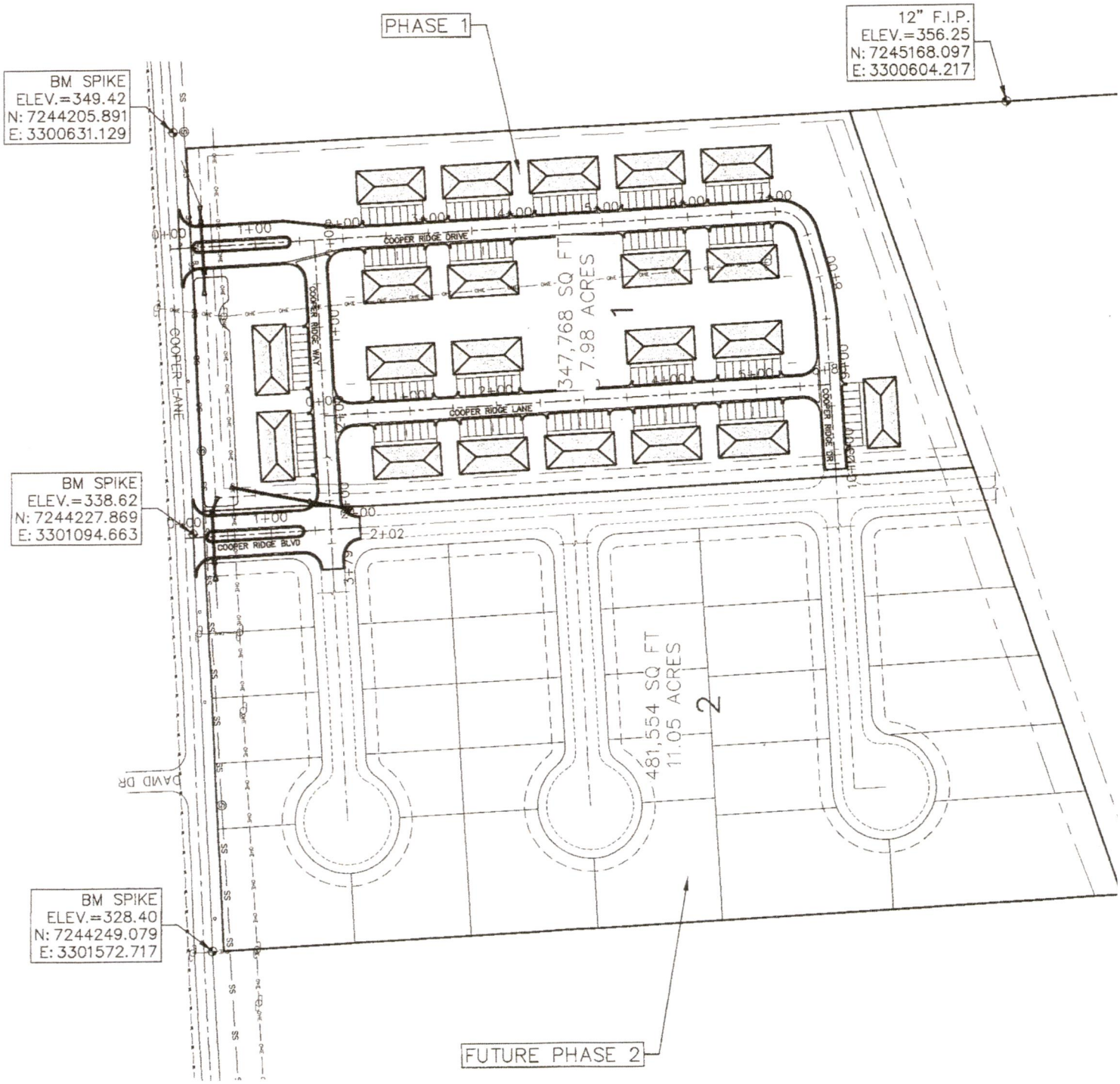
Dated: 3-17-, 2023

ATFAB, LLC

By: _____
Clint Yates, Member

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Exhibit B



OVERAL

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Exhibit C to Development Agreement

I. Services to be Provided Upon Annexation of Property.

A. Fire

Fire suppression service from the City's Fire Department will be available to the Property upon annexation. Primary fire response will be provided by Fire Station No. 3, located at 5706 Richmond Rd. Fire prevention activities will be provided by the Fire Marshall's office as needed.

B. Police

Currently, the Property is under the jurisdiction of the Bowie County Sheriff's Office. Upon annexation, the City's Police Department will extend regular and routine patrols to the Property.

C. Building Inspection

The City's Building Inspection Department will provide Inspection Services upon annexation. This includes issuing building, electrical, and plumbing permits for any new construction and remodeling and enforcing all other applicable codes which regulate building construction within the City of Texarkana, Texas.

D. Planning and Zoning

The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Texarkana Zoning Ordinance will extend to this Property upon annexation. The property will also continue to be regulated under the requirements of the City of Texarkana Subdivision Ordinance.

E. Library

Upon annexation, free library use privileges with issuance of a free library card will be available to anyone residing in this Property. A free library card for those in the City limits includes checkouts for books, DVDs, and audiobooks. Also, databases are available that can be accessed from home, including free tutoring for grade school through college, foreign language, genealogy, Consumer Reports, and downloadable audiobooks and e-books.

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F. Health Department

The Texarkana-Bowie County Health Department will provide health services to eligible residents, if any, of the Property upon annexation.

G. Code Enforcement

The City's Code Enforcement Division will provide Code Enforcement services upon annexation. These services include enforcing the City's health ordinances, health inspections, and enforcing the City's Code of Ordinances governing litter, junk vehicles, high grass and weeds, and substandard structures. Animal Control services will be provided to the Property as needed.

H. Parks

Existing park use privileges subject to Parks Rules and Regulations will be available to anyone residing within the Property upon annexation.

I. Traffic Engineering

Upon annexation, City will provide traffic engineering services and regulatory signage services in accordance with the City policies and procedures and applicable laws.

II. Services to be Provided to the Property Upon Specific Conditions or Events Following Annexation.

A. Drainage and Stormwater Management

Owner or Developers must provide stormwater drainage at their own expense and will be inspected by the City Engineers at time of completions. After inspection, the City will thereafter maintain the drainage only upon approval by City Engineers and only if drainage is dedicated in the public drainage easement and the City accepts the dedication; provided, however, that nothing herein should be construed as requiring the City to accept such dedication.

Maintenance of existing drainage facilities will be provided by the City upon annexation only if the drainage facilities are located in the street right-of-way or a public drainage easement. Owner shall be responsible and agrees to pay for maintenance of any drainage facility that is not in the street right-of-way or public drainage easement.

B. Street and Street Lighting

The new street as proposed will be maintained by the City only after the improvements have been dedicated to the City and the City accepts the dedication;

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provided, however, that nothing herein should be construed as requiring the City to accept such dedication; and further provided that even if City accepts the dedication, Owner or Developer will be responsible for street repairs for one year after date of the City's acceptance. Owner or Developers shall bear the cost of street lights, including cost of installation of each pole and light, and the cost to run power to each pole and light.

C. Solid Waste Services

Beginning with occupancy of residential structures, Solid Waste Collection shall be provided to the Property in accordance with City ordinance and policies.

III. Existing Services to Property

A. Water and Sewer Service

Owner acknowledges that water and sanitary sewer service is currently provided to the Property. The parties do not intend for provision of this service to change upon annexation. Owner acknowledges and agrees that new residential structures shall be required to connect to the City's water and sewer system at Owner's expense.

IV. General Provisions

A. The parties acknowledge and agree that the City is not required to provide a service that is not identified herein.

B. Owner understands and acknowledges that City departments referenced herein may change names or be re-organized by the City Manager. Any reference to a specific department also includes any subsequent City department that will provide the same or similar service.

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