CITY OF TEXARKANA

CITY COUNCIL

AGENDA • MAY 8, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

Mayor

Bob Bruggeman

Ward 1	Ward 3	Ward 5
Jean H. Matlock	Betty Williams	Libby White
Ward 2	**Ward 4**	**Ward 6**
Mary Hart	Christie Page	Jay Davis



Vision

The vision of the City is to be a thriving regional center for education, business, and culture which attracts and serves our residents and visitors.

Mission

The mission of the City is to provide customer-focused public services and regional leadership that serve our residents and visitors while offering a safe, vibrant, and welcoming community.

The City Council reserves the right to convene into closed session on any agenda item or issue if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code), and will reconvene into open session before taking any final action, decision, or vote on a matter deliberated.

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

II. INVOCATION AND PLEDGE LED BY MAYOR BOB BRUGGEMAN

III. LIFENET SPECIAL RECOGNITION & CITIZEN LIFESAVING AWARDS - BY FIRE DEPARTMENT

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Tuesday, May 23, 2023 at 12:00 p.m. **(Budget Advisory Committee and City Council)**
Tuesday, June 20, 2023 at 6:00 p.m. (Rescheduled from June 12th per Resolution No. 2022-113)
Monday, July 10, 2023 at 6:00 p.m. **(Only one meeting in July)**

Cycle Through History Bicycle Tours

The Cycle Through History Bicycle Tours will be on Friday May 12th, 19th and, 26th, starting at 5:30 p.m. at the Museum of Regional History, 219 N. State Line Avenue, Texarkana, Texas. Please check the Parks and Recreation Facebook page for more information.

Walk Through History Tours

Walk Through History Tours at Spring Lake Park began May 3rd at 10:00 a.m. and will continue every Wednesday morning through May 24th. There will be special tours on Saturday, May 13th and Saturday, May 27th that require registration. Please check the Parks and Recreation Facebook page for more information.

Parks & Recreation Events

May Listings:		
May 13	Back to the 80's 5K	Spring Lake Park
May 13	Dragon Boat Races	Bringle Lake Park
May 19 - 21	TYSA Softball Tournament	Karrh/Wallace Parks
May 20 - 21	P2A USSSA Tournament	Spring Lake Park
May 25	Movies in the Park: "Top Gun, Maverick"	Spring Lak Park
June Listings:		
June 1	Movies in the Park: "Lyle, Lyle Crocodile"	Spring Lake Park
June 2 - 3	Kevin Guy Memorial Tournament	Spring Lake Park

June 8	Movies in the Park - "Black Adam"	Spring Lake Park
June 9 - 10	TYSA Softball Tournament	Karrh/Wallace Parks
June 10 - 11	NCS Tournament	Spring Lake Park
June 12	Summer Camp Begins	Southwest Center

All Movies in the Park will start at dusk and concessions will be available.

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

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

VII. ITEMS FOR CONSIDERATION

Consent Items

1. Consider approval of the minutes of the Regular Meeting of the City Council held on April 24, 2023 at 6:00 PM.

2. Consider approval of the minutes of the Joint City Committee Meeting of the City Council and Texarkana Arkansas Board of Directors, hosted by the Texarkana Airport Authority, held on April 27, 2023 at 3:00 PM.

3. Resolution No. 2023-064 authorizing the City Manager to execute a contract with RBIS, LLC of Texarkana, Arkansas, for the Macedonia-Eylau/TWU Water and Sewer Improvements Project in an amount not to exceed $674,114. Funds are available in the Utility's 2022-2023 budget in the Texas Capital Improvement Fund at $680,000.

   Public Hearing:
   Council Vote: May 8, 2023

4. Resolution No. 2023-066 approving the request of the Texarkana Airport Authority to execute an agreement with Yates Foundation LLC for naming rights of the new airport terminal.

   Public Hearing:
   Council Vote: May 8, 2023

5. Ordinance No. 2023-074 amending the Police Department's budget for the fiscal year ending September 30, 2023, in the amount of $135,000, for changes to incentive pay for officers funded through department reorganization with budgeted funds [recommendation of the Budget Advisory Committee].

   Public Hearing:
   Council Vote: May 8, 2023

Action Items

VIII. FIRST BRIEFINGS

1. Ordinance No. 2023-065 approving the voluntary annexation of approximately 27.346 acres in the George Brinlee HRS A-18 (3313 Pleasant Grove Rd.) to the city limits of Texarkana, Bowie County, Texas, and specifying a Planned Development / Multiple-Family 2 zoning district classification. First Church of Nazarene, owner.

   Public Hearing: June 20, 2023
   Council Vote: June 20, 2023

2. Ordinance No. 2023-067 amending PD-20-4 (General Retail) for site plan approval on Lot 1, The Grove at Amesdale, located at 5714 Richmond Road. Johnny Gibbs, owner and Kayla Wood, MTG Engineers and Surveyors, agent.

   Public Hearing: June 20, 2023
   Council Vote: June 20, 2023

IX. PUBLIC HEARINGS

1. Resolution No. 2023-046 authorizing use of additional EPA cleanup funds to any person or entity allying with Texarkana Grim Housing Partners, LP for the Hotel Grim project, and authorizing the City Manager to execute any and all loan documents or other documents necessary for the project.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

2. Resolution No. 2023-052 authorizing the City Manager to amend the Texarkana Golf Ranch lease agreement.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

3. Ordinance No. 2023-055 rezoning an approximate 9.37-acre tract of land (being Tracts 173, 173A, 174, & 175), H.S. Janes HRS, A-306, located at 3811 S. Lake Drive. Single Family-2 to Commercial. Michael Petty, owner and Kyle Davis, attorney.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

4. Ordinance No. 2023-056 rezoning on an approximate 1.24-acre tract of land (being the north part of Tracts 9 and 10), Flower Acres, located at 3327 S. Lake Drive. General Retail to Commercial. Phil Hadaway, owner.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

5. Ordinance No. 2023-057 rezoning on an approximate 0.71-acre tract of land (being south 150' of Tracts 9 and 10), Flower Acres, located at 2107 Flower Acres Road. General Retail to Commercial. Phil Hadaway, owner.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

6. Ordinance No. 2023-058 granting a Specific Use Permit to allow permanent cosmetics (facial tattooing) on an approximate 5.65-acre tract of land (being Tracts 388 and 388A), George Brinlee HRS, A-18, located at 4115 N. Kings Highway, Suite 109. Carter Floyd, owner, and Tammy Wroten, agent.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

7. Ordinance No. 2023-059 rezoning on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Single Family-2 to Single Family-3. Katherine McGee, owner and Austin Edwards, agent.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

8. Ordinance No. 2023-060 granting a Specific Use Permit allowing the location of a double wide HUD code manufactured home on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Katherine McGee, owner, and Austin Edwards, agent.

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

9. Ordinance No. 2023-061 granting a Specific Use Permit to allow the location of a cellular tower on an approximate 7.13-acre tract of land (being Tract 44A), J M Goffe, HRS, A-244, located at 2718 Moores Lane. Patrick Cannon, representing Walnut Church of Christ, owner, and Wayne Barnett, agent. (A 3/4 vote of the Council is required to adopt this ordinance).

   Public Hearing: May 8, 2023
   Council Vote: May 8, 2023

10. Ordinance No. 2023-062 approving the voluntary annexation of six adjoining tracts, approximately 150 acres, in the H. S. Janes HRS A-306 (Terry St./S. Bishop Rd. vicinity) to the city limits of Texarkana, Bowie County, Texas, zoning district classifications, and site plan for Tracts One and Three. Resortments, Inc, owner.

    Public Hearing: May 8, 2023
    Council Vote: May 8, 2023

11. Resolution No. 2023-063 authorizing the City Manager to apply for the Texas Department of Housing and Community TDHCA HOME Homeowner Reconstruction Assistance (HRA) Reservation System.

    Public Hearing: May 8, 2023
    Council Vote: May 8, 2023

12. Resolution No. 2023-050 authorizing the City Manager to execute a contract with KBB Consulting, LLC of Texarkana, Texas, for the City's HOME Homeowners Reconstruction Assistance (HRA) Program.

    Public Hearing: May 8, 2023
    Council Vote: May 8, 2023

X. CITY MANAGER'S REPORT

XI. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

XII. ADJOURNMENT

Jennifer Evans
City Secretary

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

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

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

Pursuant to Section 46.03, Penal Code (places weapons prohibited), subsection (a)(14), a person commits an offense if the person intentionally, knowingly, or recklessly possesses or goes with a firearm, location-restricted knife, club, or prohibited weapon [listed in Penal Code Section 46.05(a)] in the room or rooms where a meeting of a governmental entity is held, if the meeting is an open meeting subject to Chapter 551, Government Code, and if the entity provided notice as required by that chapter.

This facility is wheelchair accessible and handicap parking is available. If you plan to attend this public meeting and you have a disability that requires special arrangements or accommodations, please call 903-798-3900 or (TTY) 1-800-RELAY TX (1-800-735-2989) at least 48 hours in advance.

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • APRIL 24, 2023

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

ee Name	Title	Status	Arrived
ggeman	Mayor	Present	
Matlock	Ward 1	Present	
art	Ward 2	Present	
illiams	Ward 3	Present	
Page	Ward 4	Present	
hite	Ward 5	Absent	
is	Ward 6	Present	

Staff Present: City Manager David Orr, Jennifer Evans, Gary Smith, Dusty Henslee, Karey Parker, Kristin Peeples, Robby Robertson, Mashell Daniel, Lisa Thompson, Vashil Fernandez, Chiquita Burks, Daphnea Ryan, and Brooke Stone.

Municipal Court: Judge Sherry Jackson Hawkins.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER MARY HART

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings
Monday, May 8, 2023 at 6:00 p.m. (**Only one meeting in May**)
Tuesday, June 20, 2023 at 6:00 p.m. (**Rescheduled from June 12th per Resolution No. 2022-113**)

Upcoming Joint City Meeting
The City Council of Texarkana, Texas will meet with the Board of Directors of Texarkana, Arkansas to listen to a presentation given by Texarkana Regional Airport Director Paul Mehrlich.

The meeting will be held on Thursday, April 27th at the Ark-Tex Council of Governments, 4808 Elizabeth Street, Texarkana, Texas. The meeting will begin at 3:00 p.m. and is open to the public.

Texarkana Farmers Market

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

The Texarkana Farmers Market opening day will be Saturday, April 29th on State Line Avenue between Sheppard Park and the downtown Post Office/Courthouse. The market will be open every Saturday from 7:00 a.m. to noon until August 5th.

Cycle Through History Bicycle Tours

The Cycle Through History Bicycle Tours will begin May 5th at 5:30 p.m. and continue every Friday through May 26th. Please check the Parks and Recreation Facebook page for more information.

Walk Through History Tours

Walk Through History Tours at Spring Lake Park will begin May 3rd at 10:00 a.m. and will continue every Wednesday morning through May 24th. There will be special tours on Saturday, May 13th and Saturday, May 27th that will require registration. Please check the Parks and Recreation Facebook page for more information.

Parks & Recreation Activities

April 28 - 30	Scout-O-Rama	Spring Lake Park
May 6	Twice as Fine Wine Fest	Spring Lake Park
May 6	Walk for Life	Spring Lake Park
May 13	Back to the 80's 5K	Spring Lake Park
May 13	Dragon Boat Races	Bringle Lake Park

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

IV. SPECIAL PRESENTATION - WASTE MANAGEMENT (WM) UPDATE - BY (NEW) PUBLIC SECTOR MANAGER RYAN FRAZIER

Mr. Frazier shared a presentation describing collection services numbers (in tons) and overall customer service. WM provides exclusive waste and recycle collection for residential, commercial, and industrial customers across the city. It provides curbside waste, recycle, bulk, and green waste collection to 10,918 homes each week. This equates to 141,825 personal touches each month to the city's residents.

Jarrod Miller, local District Collection Manager, highlighted WM's community involvement and staff support of several events held in Texarkana in the last six months. Many WM staff volunteer personal time to attend events on weekends, showing their investment in the community where they work and live.

With dedicated trained professionals, front line staff, and a state-of-the-art call center, WM is always ready to answer questions and assist city residents and businesses.

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.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Mayor Bruggeman reappointed Denis Washington to the TexAmericas Center Board. Mr. Washington's renewed two-year term will begin June 1, 2023.

Confirming a Mayoral reappointment to the TexAmericas Center Board.

(6:22 p.m.)

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

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:25 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on April 10, 2023 at 6:00 PM.

2. Ordinance No. 2023-044 amending budgeted revenues and expenditures for the General Fund (Fund 101) in the amount of FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($47,500) for fiscal year ending September 30, 2023, for a State of Texas grant awarded to the Police Department.

   Public Hearing:
   Council Vote: April 24, 2023

3. Resolution No. 2023-047 authorizing the City Manager to execute a contract with Kampco, Inc. of Texarkana, Arkansas, for the 2018 water and sewer annexation improvements project in an amount not to exceed $1,790,821.60. Funds are available in the Utility's 2022-2023 budget in the Texas Capital Improvement Fund at $1,790.821.60.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

Public Hearing:
Council Vote: April 24, 2023

4. Resolution No. 2023-048 authorizing the City Manager to execute a contract with Contech Contractors, Inc., of Texarkana, Texas, for an amount not to exceed $53,830.40, for the Bell Park Trail Project, with funds budgeted in the CDBG Fund.

   Public Hearing:
   Council Vote: April 24, 2023

5. Resolution No. 2023-053 authorizing the City Manager to execute a contract with Ideal Pump and Service of Stuttgart, Arkansas, for the repair to the Wright Patman #2 low service pump, in an amount not to exceed $155,142.43. Funds are available in the Utility's 2022-2023 budget in the Lake Texarkana Fund.

   Public Hearing:
   Council Vote: April 24, 2023

Action Items

6. Resolution No. 2023-049 authorizing a written services agreement for provision of city services to First Church of Nazarene property [3313 Pleasant Grove Rd.] in the event the City Council adopts an ordinance for full-purpose annexation of the property.

   Public Hearing:
   Council Vote: April 24, 2023

   Mashell Daniel briefed this agenda item.
   (6:27 p.m.)

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

7. Resolution No. 2023-051 authorizing the City Manager to execute a contract with the Texas Municipal League Intergovernmental Risk Pool for a turnkey recovery program with SynergyNDS Inc. managing repairs for the Beverly Community Center.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

Public Hearing:
Council Vote: April 24, 2023

Vashil Fernandez briefed this agenda item.
(6:30 p.m.)

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

8. Resolution No. 2023-054 establishing a permanent Budget Advisory Committee, with each appointee serving a two-year term, to advise the City Council on the proposed budget for the upcoming fiscal year.

Public Hearing:
Council Vote: April 24, 2023

Kristin Peeples briefed this agenda item. The fiscal year 2024 Budget Advisory Committee consists of the following appointees:

Van Alexander - Mayor
Derrick McGary - Ward 1
Melva Flowers - Ward 2
Eric Cain - Ward 3
Pam Hamilton - Ward 4
Kelly Mitchell - Ward 5
Steve Mayo - Ward 6

(6:32 p.m.)

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

VII. FIRST BRIEFINGS

1. Resolution No. 2023-046 authorizing use of additional EPA cleanup funds to any person or entity allying with Texarkana Grim Housing Partners, LP for the Hotel Grim project, and authorizing the City Manager to execute any and all loan documents or other documents necessary for the project.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

Daphnea Ryan briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

2. Resolution No. 2023-063 authorizing the City Manager to apply for the Texas Department of Housing and Community TDHCA HOME Homeowner Reconstruction Assistance (HRA) Reservation System.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Vashil Fernandez briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

3. Resolution No. 2023-050 authorizing the City Manager to execute a contract with KBB Consulting, LLC of Texarkana, Texas, for the City's HOME Homeowners Reconstruction Assistance (HRA) Program.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Vashil Fernandez briefed this agenda item. Ashley Boyles, of KBB Consulting, LLC, explained the HOME program and application process.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

4. Resolution No. 2023-052 authorizing the City Manager to amend the Texarkana Golf Ranch lease agreement.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Robby Robertson briefed this agenda item. Steve Johnson, of Hank Haney Golf Inc, said the golf ranch is the last asset of the partnership to be dissolved.

Par Fore, LLC or Brent and Alisha Hurt, prospective leesees of the property, shared their background in the golf business and fresh ideas for maintaining and operating the golf ranch at its best and fullest potential.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

5. Ordinance No. 2023-055 rezoning an approximate 9.37-acre tract of land (being Tracts 173, 173A, 174, & 175), H.S. Janes HRS, A-306, located at 3811 S. Lake Drive. Single Family-2 to Commercial. Michael Petty, owner and Kyle Davis, attorney.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

6. Ordinance No. 2023-056 rezoning on an approximate 1.24-acre tract of land (being the north part of Tracts 9 and 10), Flower Acres, located at 3327 S. Lake Drive. General Retail to Commercial. Phil Hadaway, owner.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

7. Ordinance No. 2023-057 rezoning on an approximate 0.71-acre tract of land (being south 150' of Tracts 9 and 10), Flower Acres, located at 2107 Flower Acres Road. General Retail to Commercial. Phil Hadaway, owner.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

8. Ordinance No. 2023-058 granting a Specific Use Permit to allow permanent cosmetics (facial tattooing) on an approximate 5.65-acre tract of land (being Tracts 388 and 388A), George Brinlee HRS, A-18, located at 4115 N. Kings Highway, Suite 109. Carter Floyd, owner, and Tammy Wroten, agent.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

9. Ordinance No. 2023-059 rezoning on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Single Family-2 to Single Family-3. Katherine McGee, owner and Austin Edwards, agent.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

10. Ordinance No. 2023-060 granting a Specific Use Permit allowing the location of a double wide HUD code manufactured home on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Katherine McGee, owner, and Austin Edwards, agent.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

11. Ordinance No. 2023-061 granting a Specific Use Permit to allow the location of a cellular tower on an approximate 7.13-acre tract of land (being Tract 44A), J M Goffe, HRS, A-244, located at 2718 Moores Lane. Patrick Cannon, representing Walnut Church of Christ, owner, and Wayne Barnett, agent. (A 3/4 vote of the Council is required to adopt this ordinance).

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Mashell Daniel briefed this agenda item. Jeff Lewis advised council on two specific areas of federal law regarding cell towers or, now termed in federal context, "personal wireless service facilities".

Mr. Lewis stated if a local government opts to deny the placement of a facility, the denial must be in writing, reasons have to be given for the denial, and there must be substantial evidence in the written record to support the denial.

The other aspect related to radio frequency waves, as expressed in the petition, shows federal law containing a prohibition, with no exceptions, on regulating the placement, construction, and modification of personal wireless service facilities when the radio frequency emissions are in compliance with FCC regulations.

Therefore, if the radio frequency emissions comply with FCC regulations, the local government cannot consider personal concerns of radio wave frequencies.

Mayor Bruggeman thanked Mr. Lewis for providing legal considerations pertaining to this proposed ordinance.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

12. Ordinance No. 2023-062 approving the voluntary annexation of six adjoining tracts, approximately 150 acres, in the H. S. Janes HRS A-306 (Terry St./S. Bishop Rd. vicinity) to the city limits of Texarkana, Bowie County, Texas, zoning district classifications, and site plan for Tracts One and Three. Resortments, Inc, owner.

Public Hearing: May 8, 2023
Council Vote: May 8, 2023

Dusty Henslee briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 5/8/2023 6:00 PM

VIII. PUBLIC HEARINGS

[There were no Public Hearing agenda items.]

IX. CITY MANAGER'S REPORT

GFOA's Distinguished FY 23 Budget Presentation Award
The Government Finance Officers Association recently announced the city received GFOA's Distinguished Budget Presentation Award for FY 23's current year budget. This is the eighth consecutive year the city has received this award.

Congratulations to Kristin and her Finance team!

FY23 Major Street Maintenance List

City of Texarkana Texas Street Maintenance Plan

Street Name	Project Limits	Maintenance Type	Contract/Inhouse	Estimated Cost	Year
Blanton	Collom St to Summerhill	Concrete Replacement	Contract	$137,813.00	2023
Lincoln Ave	College Dr to Richmond Rd	1" Overlay	Contract	$100,119.84	2023
Gazola	Kilgore to East Dead End	Street Reconstruction	In House	$56,299.44	2023
Belt	Wade Ln to Old Boston Rd	Street Reconstruction	Contract	$243,208.00	2023
W. 14th	Texas to Stateline	1" Overlay	Contract	$137,216.53	2023
College 1	Richmond to Pine Knoll	Street Reconstruction	Contract	$62,620.00	2023
College 2	Pine Knoll to Summerhill	Street Reconstruction	Contract	$230,482.00	2023
N. Park Rd	SLP Entrance to Fair Oaks Dr	Street Reconstruction	Contract	$179,914.67	2023
Woodmere Crt	Entire Street	Street Reconstruction	Contract	$108,171.00	2023
Gin Rd	Deaton Pl to Richmond Rd	Street Reconstruction	In House	$54,657.00	2023

Staff anticipates work starting in May and continuing throughout this summer on the major street maintenance program. There are 10 projects scheduled at an expense of approximately $1.2 million for FY23. Staff is also planning to use approximately $110k out of the street department general fund for some in-house street projects.

Joint City Council/Board Airport Meeting - Thursday, April 27th from 3-5pm at Ark-Tex COG on Elizabeth St.

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

There will be a joint meeting of the Texarkana Texas City Council and Texarkana Arkansas Board of Directors from 3-5pm at Ark-Tex COG on Elizabeth St. The agenda will include: terminal construction progress, runway lengthening and strengthening project, the Master Plan, Capital Improvement Plan, and a preview of the upcoming budget cycle.

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   City Manager Orr thanked volunteers and staff who supported all of the events involved with the fishing tournament and Rosehill Celebration. These community events made for a very busy weekend.

   Gary Smith, Executive Director of Texarkana Water Utilities (TWU), said with the growth of its customer base, this has placed strenuous demands on customer service. TWU has the same number of Customer Service Specialists (CSS) now, that it had over 35 years ago. These same six CSS positions are taking care of approximately **40% more** customers.

   The CSS position is very high stress because of the number of onsite customers, phone calls, and drive-thru traffic. This creates constant turnover in the position. Insufficient staff causes long hold times on the phone, which results in frustrated and angry customers.

   After research and discussion of processes used by other utilities and looking at cities of comparable size, TWU is proposing to increase the CSS pay to retain and attract qualified applicants and to increase staffing by two more positions beginning October 1, 2023.

   Its web page has been revised to encourage online payment and account options to reduce the volume of onsite visits. Additionally, fees for payment made with a debit or credit card have recently been reduced, with the hope of more customers taking advantage of and using this payment option.

   Staff feels that implementing these and other procedures will improve the ability to better serve TWU customers in a more timely and cost-effective manner.

XI. ADJOURNMENT

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

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

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

Minutes Acceptance: Minutes of Apr 24, 2023 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/4/2023 10:16 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Consider approval of the minutes of the Joint City Committee Meeting of the City Council and Texarkana Arkansas Board of Directors, hosted by the Texarkana Airport Authority, held on April 27, 2023 at 3:00 PM.

Attachments

a. April 27, 2023 Joint Meeting Minutes (Airport) (PDF)

MINUTES

Joint Texarkana Community Committee

City Council of the City of Texarkana, Texas
Board of Directors of the City of Texarkana, Arkansas

Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, TX 75503
April 27, 2023 ** 3:00 p.m.

Meeting Attendees
Elected Officials – **Texarkana, Texas** – Mayor Bob Bruggeman, Ward 1 Council Member Jean Matlock, Ward 2 Council Member Mary Hart, Ward 3 Council Member Betty Williams, Ward 6 Council Member Jay Davis. **Texarkana, Arkansas** – Mayor Allen Brown, Ward 4 Board Director Ulysses Brewer, Ward 5 Board Director Danny Sewell.

City Support Staff – **Texarkana, Texas** – City Manager David Orr, Jennifer Evans. **Texarkana, Arkansas** – Acting City Manager TyRhonda Henderson, Heather Soyars.

Welcome, Introduction, General Comments – Denis Washington welcomed all to the joint meeting of the Airport Authority Board, City Council of Texarkana, Texas, and Board of Directors of Texarkana, Arkansas. It had been quite some time since the Chamber of Commerce hosted a joint meeting with the cities. Mayor Bruggeman introduced his respective council members and support staff and Mayor Brown introduced his respective board directors and support staff.

Both Mayors provided comments about current activities and projects at the airport, the exciting future and expansion of the airport, and ways the cities can support in helping the airport to eventually become self-sustainable.

This was a public meeting with questions reserved for the public comment section of the board's agenda.

Purpose of the Joint Committee – The joint committee allows opportunity for both cities to meet and discuss issues of shared interests for the benefit of the community. It provides a forum for

Attachment: April 27, 2023 Joint Meeting Minutes (Airport) (4011 : Jt. City Meeting w/ ARK - Airport Update)

each side to listen to and share ideas, common challenges, and future endeavors. The joint committee is not for the purpose of making decisions or taking action.

Topic of Discussion: "Texarkana Regional Airport Update" – by Airport Director Paul Mehrlich

Mr. Mehrlich discussed in detail the progress of the new terminal construction, runway lengthening and strengthening project, the airport's master and capital improvement plans, and a preview of the upcoming 2024 budget cycle.

He was happy to share the Yates Family Foundation has agreed to terms for naming rights of the new terminal. The foundation will pay, over a two-year period, $3,000,000 for a 30-year naming rights agreement. It is proposed to be named the **Jim E. Yates Terminal** after the local community leader and E-Z Mart Stores Inc founder.

Mr. Yates was deeply committed to the Texarkana community serving on various boards that included the Wadley Regional Medical Center, Perot Theater, Easter Seals, and Temple Memorial Rehabilitation Center. He was inducted into the Arkansas Business Hall of Fame. And being an avid aviator, he also served on both the Arkansas Division of Aeronautics Commission and Texarkana Regional Airport Board.

The $3,000,000 is anticipated to cover the local match requirement shortfall for both cities as part of the new terminal construction budget.

Mr. Mehrlich was greatly thanked for his creative thinking and incredible vision for seeking solid economic support in meeting the financial needs of the airport terminal construction phase.

Closing Remarks – All visitors were thanked for attending the joint meeting of the cities.

Next Meeting Date & Topic: TBD.

Adjournment – The meeting adjourned at 3:50 p.m.

Attachment: April 27, 2023 Joint Meeting Minutes (Airport) (4011 : Jt. City Meeting w/ ARK - Airport Update)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/3/2023 9:41 AM

Lead Department: Water Utilities **Action Officer:** Pam White,

Subject: Resolution No. 2023-064 authorizing the City Manager to execute a contract with RBIS, LLC of Texarkana, Arkansas, for the Macedonia-Eylau/TWU Water and Sewer Improvements Project in an amount not to exceed $674,114. Funds are available in the Utility's 2022-2023 budget in the Texas Capital Improvement Fund at $680,000.

Briefing: 5/8/2023 **Public Hearing:** **Council Vote:** 5/8/2023

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, May 2, 2023 for the Macedonia-Eylau/TWU Water & Sewer Improvements Project. One (1) contractor bid on the project. RBIS, LLC of Texarkana, Arkansas was the apparent low bidder with a low Base Bid of $674,114.00. This project consists of installing water and sewer mains in the northwest Texarkana area. This project will install approximately 2,125 feet of water main, 341 feet of sewer gravity main, 195 feet of sewer force main, 2 new water master meter vaults and RPZ, 4 new sewer master meters, and appurtenant utility improvements. RBIS, LLC has successfully completed several jobs for the Utility including the 2008 Annexation Water & Sewer Extensions Phase I Project.

Potential Options:

- None

Fiscal Implications:

This project was budgeted in the Utility's 2022-2023 Budget in the Texas Capital Improvement Fund at $680,000.00.

Staff Recommendation:

Utility staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

a. 2023-064 RES Macedonia-Eylau TWU Water Sewer Improvements_ (DOCX)
b. 2022-064 ATTH01 Bid Summary (DOCX)
c. 2023-064 ATTH 02 Bid Tabulation (PDF)
d. 2023-064 Goals and Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith 05/02/2023 4:29 PM	Department Head Review	Completed	
TWU Administration 4:43 PM	Kenny Icenhower	Review	Completed	05/02/2023
Water Utilities	Vicky Coopwood 05/02/2023 4:13 PM	Water Utilities Review	Skipped	
TWU Finance 4:46 PM	Tricia Briggs	Review	Completed	05/02/2023
City Manager 2:39 PM	David Orr	City Manager Review	Completed	05/03/2023
City Council 6:00 PM	Vicky Coopwood	Meeting	Pending	05/08/2023

Meeting History

RESOLUTION NO. 2023-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND EXECUTE A CONTRACT WITH RBIS, LLC OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $674,114 FOR THE MACEDONIA-EYLAU/TWU WATER AND SEWER IMPROVEMENTS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 2, 2023, one (1) bid was received, a copy of which is attached hereto as **ATTH 01**, by Texarkana Water Utilities for the Macedonia-Eylau/TWU Water & Sewer Improvements Project; and

WHEREAS, the project will consist of installing 2,125 feet of water main, 341 feet of sewer gravity main, 195 feet of sewer force main, two water master meter vaults and RPZ, four sewer master meters, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by RBIS, LLC of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** in an amount not to exceed $674,114; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2022-2023 budget in the Texas Capitol Improvement Fund are available in the amount of $680,000.

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

SECTION 1: The lowest and best bid by a responsible vendor, submitted by RBIS, LLC of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** be and is hereby approved in an amount not to exceed $674,114 for the installation of 2,125 feet of water main, 341 feet of sewer gravity main, 195 feet of sewer force main, two water master meter vaults and RPZ, four sewer master meters, and related appurtenances for the Macedonia-Eylau/TWU Water & Sewer Improvements Project.

SECTION 2: The City Manager be and is authorized to contract with RBIS, LLC of Texarkana, Arkansas for the above-described services.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-064 RES Macedonia-Eylau TWU Water Sewer Improvements_ (3997 : 2023-064 RES Macedonia-Eylau Water & Sewer

Bid Summary

Macedonia/Eylau/TWU
Water and Sewer Improvements

2:00 P.M. Tuesday, May 2, 2023

		Base Bid
1.	RBIS, LLC Texarkana, Arkansas	$ 674,114.00
2.	Kampco, Inc. Texarkana, Arkansas	No Bid

Time First Bid Opened:	2:00 P.M
Number of Bidders:	1
Apparent Low Bidder:	RBIS, LLC

Attachment: 2022-064 ATTH01 Bid Summary (3997 : 2023-064 RES Macedonia-Eylau Water & Sewer Improvements)

TWU/MACEDONIA EYLAU MUD
UTILITIES IMPROVEMENTS
BID DATE: MAY 2, 2023
BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	RBIS, LLC. UNIT PRICE	RBIS, LLC. TOTAL PRICE
1	665	LF	Furnish and Install material, labor and equipment for 12" C-900 PVC Water Main and Fittings including Trench Excavation, Laying, Bedding, Blocking and Backfilling (INCLUDING PIPE PRICE)	$ 125.00	$ 83,125.00
2	1150	LF	Furnish and Install material, labor and equipment for 6" C-900 PVC Water Main and Fittings including Trench Excavation, Laying, Bedding, Blocking and Backfilling	$ 36.00	$ 41,400.00
3	310	LF	Furnish and Install 6" Directional Bore, including 6" C-900 PVC Water Main and all necessary fittings	$ 71.00	$ 22,010.00
4	2	EA	Furnish and Install 12" Tapping Sleeve and Valve Assembly, including valve box, valve marker and blocking	$ 10,600.00	$ 21,200.00
5	2	EA	Furnish and Install 6" Gate Valve including valve box, valve marker and blocking	$ 1,925.00	$ 3,850.00
6	1	EA	Furnish and Install 4" Gate Valve including valve box, valve marker and blocking	$ 1,700.00	$ 1,700.00
7	1	EA	Tie in Proposed 6" Water Main to Proposed 12" Water Main (Does not include valve)	$ 2,600.00	$ 2,600.00
8	1	EA	Tie in Proposed 6" Water Main to Existing 4" Water Main (Does not include valve)	$ 7,300.00	$ 7,300.00
9	1	EA	Tie in Proposed 6" Water Main to Existing 6" Water Main (Does not include valve)	$ 3,725.00	$ 3,725.00
10	1	LS	Furnish and install 6" Master Meter Vault & 10" RPZ assembly, including all materials, equipment, labor and appurtenances necessary for a complete and operational master meter, (To include coodination of power to site for TWU) (RPZ assembly to include optional heater)	$ 125,200.00	$ 125,200.00
11	1	LS	Furnish and install 4" Master Meter Vault& 6" RPZ assembly, including all materials, equipment, labor and appurtenances necessary for a complete and operational master meter (To include coordination of power to site for TWU) (RPZ assembly to include optional heater)	$ 106,200.00	$ 106,200.00
12	1	LS	Demo and dispose of existing 4" master meter vault and appurtenances, and install up to 20' of 4" D.I.P to tie 4" water main back together. Installation to include 2 solid sleeves and 1 - 4" G.V.,	$ 7,600.00	$ 7,600.00
13	1	LS	Demo and dispose of existing 6" master meter vault and appurtenances, and install up to 20' of 12" D.I.P to tie 12" water main back together. Installation to include 2 solid sleeves and 1 - 12" G.V.,	$ 11,950.00	$ 11,950.00

Attachment: 2023-064 ATTH 02 Bid Tabulation (3997 : 2023-064 RES Macedonia-Eylau Water & Sewer Improvements)

TWU/MACEDONIA EYLAU MUD

UTILITIES IMPROVEMENTS

BID DATE: MAY 2, 2023

BID TABULATION

ITEM	QTY	UNIT	DESCRIPTION	RBIS, LLC. UNIT PRICE	RBIS, LLC. TOTAL PRICE
14	1	LS	Cut/Cap exisiting water mains and sewer force mains at each tie-in, and abandon in place	$ 10,975.00	$ 10,975.00
15	1	LS	Furnish all labor and install all equipment for testing and sterilization of treated mains and appurtenances	$ 9,775.00	$ 9,775.00
16	1	LS	Trench Safety	$ 2,300.00	$ 2,300.00
17	2	EA	Furnish and Install 6" Sewer Force Main master meter including meter, signal converter mounted remotely, up to 100' of IP68 rated cable, concrete vault, valves, drains, sump pump (as applicable), materials and labor, pipe, and appurtenances	$ 31,400.00	$ 62,800.00
18	2	EA	Furnish and Install 2" Sewer Force Main master meter, including meter, signal converter mounted remotely, up to 100' IP 68 rated cable, concrete	$ 24,750.00	$ 49,500.00
19	165	LF	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 8-10' deep	$ 58.00	$ 9,570.00
20	176	LF	Furnish & Install 8" SDR-26 PVC Sanitary Sewer Main, 10-13' deep	$ 64.00	$ 11,264.00
21	3	EA	Furnish & Install 4' Dia. Concrete Manholes	$ 4,615.00	$ 13,845.00
22	20	VF	Furnish & Install Extra Depth Manholes	$ 400.00	$ 8,000.00
23	150	LF	Furnish & Install 3" SDR -21 PVC Sanitary Sewer Force Main	$ 35.00	$ 5,250.00
24	45	LF	Furnish and Install 3" Directional Bore, including 3" SDR-21 Sewer Force Main and all necessary fittings	$ 35.00	$ 1,575.00
25	1	EA	Tie-in prop. 3" Sewer force main to existing manhole	$ 2,500.00	$ 2,500.00
26	400	SF	Open Cut and concrete Surface	$ 116.00	$ 46,400.00
27	1	LS	Furnish and Install All Requirements per Stormwater Pollution Prevention Plan	$ 2,500.00	$ 2,500.00
			TOTAL OF ITEMS (1-27)	$ 674,114.00	

KIRON BROWNING, P.E. PROJECT ENGINEER

STATE OF TEXAS
KIRON SCOTT BROWNING
120930
LICENSED
PROFESSIONAL ENGINEER

*Note correction made by A.L. Franks Engineering

Attachment: 2023-064 ATTH 02 Bid Tabulation (3997 : 2023-064 RES Macedonia-Eylau Water & Sewer Improvements)

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: 2023-064 Goals and Perspectives (3997 : 2023-064 RES Macedonia-Eylau Water & Sewer Improvements)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/3/2023 9:57 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: Resolution No. 2023-066 approving the request of the Texarkana Airport Authority to execute an agreement with Yates Foundation LLC for naming rights of the new airport terminal.

Briefing: 5/8/2023 **Public Hearing:** **Council Vote:** 5/8/2023

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Yates Family Foundation has agreed to terms for naming rights of the new airport terminal. The foundation will pay, over a two-year period, $3,000,000 for a 30-year naming rights agreement.

The new terminal is proposed to be named the **Jim E. Yates Terminal** after the local community leader and E-Z Mart Stores Inc founder.

Mr. Yates was deeply committed to the Texarkana community serving on various boards that included the Wadley Regional Medical Center, Perot Theater, Easter Seals, and Temple Memorial Rehabilitation Center. He was inducted into the Arkansas Business Hall of Fame. And being an avid aviator, he also served on both the Arkansas Division of Aeronautics Commission and Texarkana Regional Airport Board.

The $3,000,000 is anticipated to cover the local match requirement shortfall for both cities as part of the new terminal construction budget.

Potential Options:

- Approve the resolution as presented.
- Deny the resolution as presented.

Fiscal Implications:

The Airport will receive $3,000,000 over two years for a 30-year agreement to name the new terminal the “Jim E. Yates Terminal”.

Staff Recommendation:

Staff recommends for approval of this resolution.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

a. 2023-066 RES Airport Terminal Naming Rights (jcl rev) (DOCX)
b. 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (PDF)
c. 2023-066 Goals & Perspectives (DOC)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	05/03/2023 9:57 AM
City Manager	Jennifer Evans	City Manager Review	Completed	05/03/2023 9:57 AM
City Council	Vicky Coopwood	Meeting	Pending	05/08/2023 6:00 PM

Meeting History

RESOLUTION NO. 2023-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE REQUEST OF THE TEXARKANA AIRPORT AUTHORITY TO EXECUTE AN AGREEMENT WITH YATES FOUNDATION LLC FOR NAMING RIGHTS OF THE NEW AIRPORT TERMINAL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Arkansas, and Texarkana, Texas, created the Texarkana Airport Authority by means of reciprocal ordinances codified in Chapter 6 – Aviation, Article II – Texarkana Airport Authority, of the Code of Ordinances of the City of Texarkana, Arkansas, and Chapter 4 – Airports, Article II – Airport Authority, of the Code of Ordinances of the City of Texarkana, Texas; and

WHEREAS, the Joint Board of the Texarkana Airport Authority, by Resolution No. 042723, adopted April 27, 2023, has requested that the Cities authorize an agreement with the Yates Foundation LLC for naming rights of the new airport terminal; and

WHEREAS, Jim E. Yates served both the community and the airport in multiple capacities over his life; and

WHEREAS, Yates Foundation LLC has proposed the name "Jim E. Yates Terminal" for the new airport terminal; and

WHEREAS, Yates Foundation LLC has agreed to terms for naming rights for the new terminal; and

WHEREAS, Yates Foundation LLC has agreed to pay $3,000,000 to Texarkana Airport Authority in two equal installments.

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

SECTION 1: The City Council approves and adopts Resolution No. 042723 of the Joint Board of the Texarkana Airport Authority for the Authority to execute a 30-year naming rights agreement with Yates Foundation LLC to name the new airport terminal the "Jim E. Yates Terminal".

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 **8th day of May, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-066 RES Airport Terminal Naming Rights (jcl rev) (4010 : 2023-066 RES Airport Naming Rights)

NAMING RIGHTS AGREEMENT

THIS NAMING RIGHTS AGREEMENT ("Agreement") is made and entered this ___ day of _____, 20___, by and between the Texarkana Regional Airport Authority **(Hereinafter referred to as "Authority")**, and **Yates Group, Inc.** a corporation organized under the laws of the State of **Texas**, having offices at **2015 Galleria Oaks Texarkana, TX 75503**, and authorized to do business in the State of Arkansas ("Sponsor"):

RECITALS:

WHEREAS, Authority owns, operates, and maintains the Texarkana Regional Airport, and its facilities, appurtenances, and property; and

WHEREAS, Authority and Sponsor now desire to enter into a naming rights agreement pursuant to which Authority will grant Sponsor temporary exclusive naming rights for Authority's newly constructed airport passenger terminal located at 2600 TXK Blvd. Texarkana, AR 71854 at the Texarkana Regional Airport;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and all other good and valuable consideration, the Parties agree as follows:

(a) **Term.** The term of this Agreement shall commence upon opening of the airport passenger terminal for public use and continue for thirty (30) years, unless otherwise terminated earlier in accordance with the terms, covenants, and conditions contained herein. Upon expiration of the term, Sponsor shall have first rights of refusal for a term extension, of which length shall be negotiated between Authority and Sponsor at that time.

(b) **Naming Rights Fee.** In consideration of the naming rights and ancillary benefits granted by Authority hereunder, Sponsor agrees to pay a naming rights fee in the amount of three million ($3,000,000.00) dollars, in the manner and amounts set forth below ("Naming Rights Fee").

(c) **Naming Rights Payment Schedule.** Sponsor has the option to pay the Naming Rights Fee to Authority over a period of two (2) years in accordance with the following schedule:

Naming Rights Fee Amount	**Due Date**
$1,500,000.00	December 31, 2023
$1,500,000.00	December 31, 2024
Total: $3,000,000.00	

Sponsor may accelerate the payment of any or all these fees at any time, at Sponsor's discretion, so long as the cumulative total of all payments meets the total amount of $3,000,000.00 by December 31, 2024, as agreed by the Parties. Payments shall be paid by Sponsor in lawful money of the United States, free from all claims, demands, set offs, or counterclaims of any kind against Authority.

Attachment: 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (4010 : 2023-066 RES Airport Naming Rights)

(d) **Acknowledgement.** In consideration for the payment of the Naming Rights Fee and ancillary benefits granted hereunder, Authority agrees to acknowledge Sponsor's naming rights during the term of this Agreement by naming the airport passenger terminal via a mutually agreed upon name. In addition to an external name display, Authority and Sponsor may mutually agree to and negotiate other honorary items to include in or near the airport passenger terminal as part of this Agreement ("Naming Rights Items"). Subject to the terms of this Agreement, Sponsor's naming rights will continue for the thirty-year term of this Agreement. Any additional benefits or rights granted to Sponsor beyond those specified in this Agreement must be mutually agreed to by the Parties and are subject to the payment of additional consideration in an amount agreed to by the Parties.

(e) **Modification of Naming.** If during the term of this Agreement, and following receipt of full payment from Sponsor, the useful life of the airport passenger terminal expires prior to the expiration of this Agreement, the facility is destroyed or severely damaged, then the naming rights under this Agreement will cease. In such event, the Parties may mutually agree to provide Sponsor equivalent naming rights that continue through the term of this Agreement.

(f) **Termination of Naming.** In addition to any rights and remedies available at law to Authority, Authority may terminate this Agreement and all rights and benefits of Sponsor hereunder, including termination of naming rights and removal of Naming Rights Items upon the occurrence of either of the following:

a. Sponsor fails to make any payment due under this Agreement; and such default is not cured within ten (10) days following the date of written notice of default by Authority; or

b. In Authority's reasonable opinion, at any time during the term of this Agreement, Sponsor, or the chosen name, have developed or acquired a negative connotation for any reason such that the reputation of Texarkana Regional Airport, the Cities of Texarkana, AR and Texarkana, TX and/or Authority is, or might be at risk.

If termination is due to failure of payment, as of the effective date of termination, Authority shall have no further obligation or liability to Sponsor and shall not be required to return any portion of the Naming Rights Fee already received; and Authority may immediately cease to use or display the name and Naming Rights Items. Sponsor will be liable to Authority for payment of all costs and expenses incurred by Authority in removing, discarding, and/or replacing the Naming Rights Items. Authority may, in its sole and absolute discretion, determine an alternative recognition for the portion of the payment already received.

If termination is due to a change in circumstances such that Authority determines Sponsor or the chosen name of the airport passenger terminal have developed or acquired a negative connotation that may or does put the reputation of Texarkana Regional Airport, the Cities of Texarkana, AR and Texarkana, TX, and/or Authority at risk, Sponsor shall not be entitled to a refund or any portion of the payment made; and Authority may immediately cease to use or display the name and Naming Rights Items. Sponsor will be liable to

Attachment: 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (4010 : 2023-066 RES Airport Naming Rights)

Authority for payment of all costs and expenses incurred by Authority in removing, discarding, and/or replacing the Naming Rights Items.

Should Sponsor decide to end affiliation with Authority during the timeframe outlined in this Agreement, Sponsor will be responsible for the payment to remove the Naming Rights Items from the airport passenger terminal.

(g) **Promotion.** During the term of this Agreement, Authority, in consideration of the naming rights and benefits conferred hereunder, shall have the right, without charge, to photograph, use the names, likenesses, and images of the Naming Rights Items in photographic, audiovisual, digital or any other form of media ("Media Materials") and to use, reproduce, distribute, exhibit, and publish the Media Materials in any manner, in whole or in part, in Authority brochures, website postings, informational and marketing materials, and reports and publications.

(h) **No Endorsement.** By entering into this Agreement, Authority neither directly nor indirectly endorses any product or service provided, or to be provided, by Sponsor whether related to this Agreement or not. Sponsor will not state or imply that this Agreement is an endorsement by Authority or its associates.

(i) **Indemnification by Sponsor.** Sponsor agrees to protect, defend, indemnify Authority, including for purposes of this section its Board members, officers, agents, employees, volunteers, and others acting on its behalf, and to hold Authority completely harmless to the extent allowed by general law, from and against any and all claims, demands, damages, liability, losses, payments, suits, actions, proceedings, or judgments of every nature and description, including attorney's fees and other litigation expenses, arising out of or incidental to Sponsor's acts, omissions or breach of this Agreement and/or any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct or omission by Sponsor including, but not limited to, negligence, libel, slander, improper trade practice, illegal competition, copyright infringement, trademark infringement, license infringement, breach of warranty, and unsafe, hazardous or defective product or service, except to the extent that such claims, demands, damages, liability, losses, payments, suits, actions, proceedings, or judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.

(j) **Indemnification by Authority.** Authority agrees to protect, defend, indemnify Sponsor, including for purposes of this section its Board members, officers, agents, employees, volunteers, and others acting on its behalf, and to hold Sponsor completely harmless to the extent allowed by general law, from and against any and all claims, demands, damages, liability, losses, payments, suits, actions, proceedings, or judgments of every nature and description, including attorney's fees and other litigation expenses, arising out of or incidental to Authority's acts, omissions or breach of this Agreement and/or any litigation, arbitration, hearing, governmental inquiry or investigation or other proceeding commenced by any third party alleging or arising from claims of wrongful conduct or omission by Authority including, but not limited to, negligence, libel, slander, improper trade practice,

Attachment: 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (4010 : 2023-066 RES Airport Naming Rights)

illegal competition, copyright infringement, trademark infringement, license infringement, breach of warranty, and unsafe, hazardous or defective product or service, except to the extent that such claims, demands, damages, liability, losses, payments, suits, actions, proceedings, or judgments and costs incident thereto are caused by the negligence or intentional misconduct of any party seeking indemnification hereunder.

(k) **Liability.** Under no circumstances shall the Parties be liable to one another for any consequential, special, indirect, incidental, punitive, exemplary or aggravated loss, damage, cost, or expense of any kind.

(l) **Ownership.** Sponsor acknowledges that, at all times, the ownership of the airport passenger terminal remains with Authority.

(m) **Entire Agreement.** This Agreement, consisting of **Sections a-q**, constitutes the entire agreement of the Parties on the subject matter hereof and supersedes all prior relevant agreements between the Parties. This Agreement may not be changed, modified, or discharged except by written instrument duly executed by the duly authorized representatives of Authority and Sponsor. Sponsor agrees that no representations or warranties shall be binding upon Authority unless expressed in writing in this Agreement or by valid amendment.

(n) **Non-Waiver.** Failure of either party to enforce any provision of this Agreement is not construed as a waiver of that provision or of either party's right to enforce that provision or any other provision of this Agreement.

(o) **Binding Dispute/Forum.** Prior to litigation the Parties shall engage in mediation as a condition precedent to any form of binding dispute resolution. Any litigation or other proceeding to enforce or interpret the provisions of this Agreement or the Parties' rights and liabilities arising out of this Agreement of the performance hereunder shall be instituted or maintained only in any state or federal courts of Miller County, Arkansas. Sponsor shall pay the cost of collection and reasonable attorney's fees whenever Authority retains the service of an attorney to collect overdue payments or to enforce any other term, covenant or condition set forth in this Agreement.

(p) **Choice of Law.** This Agreement shall be deemed to have been made in and be construed in accordance with the laws of the State of Arkansas.

(q) **Relationship of Parties.** The relationship between Authority and Sponsor shall, always and only, be that of Authority and Sponsor. Sponsor shall never at any time during the term of this Agreement become the agent of Authority, and Authority shall not be responsible for the acts or omissions of Sponsor.

****remainder of page intentionally left blank****

Attachment: 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (4010 : 2023-066 RES Airport Naming Rights)

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the ___ day of _____, 20_____.

NAMING RIGHTS AGREEMENT BETWEEN TEXARKANA REGIONAL AIRPORT AUTHORITY

AND

_____

(SPONSOR)

SPONSOR

Signature: _____Printed Name: _____

Title: _____Date: _____

TEXARKANA REGIONAL AIRPORT AUTHORITY

Signature: _____Printed Name: _____

Title: _____Date: _____

Attachment: 2023-066 ATTH 01 Airport Terminal Naming Rights Agrm (4010 : 2023-066 RES Airport Naming Rights)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Yates Family Foundation has agreed to terms for naming rights of the new airport terminal. The foundation will pay, over a two-year period, $3,000,000 for a 30-year naming rights agreement.

The new terminal is proposed to be named the **Jim E. Yates Terminal** after the local community leader and E-Z Mart Stores Inc founder.

Mr. Yates was deeply committed to the Texarkana community serving on various boards that included the Wadley Regional Medical Center, Perot Theater, Easter Seals, and Temple Memorial Rehabilitation Center. He was inducted into the Arkansas Business Hall of Fame. And being an avid aviator, he also served on both the Arkansas Division of Aeronautics Commission and Texarkana Regional Airport Board.

The $3,000,000 is anticipated to cover the local match requirement shortfall for both cities as part of the new terminal construction budget.

Potential Options:

- Approve the resolution as presented.
- Deny the resolution as presented.

Fiscal Implications:

The Airport will receive $3,000,000 over two years for a 30-year agreement to name the new terminal the “Jim E. Yates Terminal”.

Staff Recommendation:

Staff recommends for approval of this resolution.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachment: 2023-066 Goals & Perspectives (4010 : 2023-066 RES Airport Naming Rights)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/4/2023 1:35 PM

Lead Department: Police **Action Officer:** Shawn Fitzgerald,

Subject: Ordinance No. 2023-074 amending the Police Department's budget for the fiscal year ending September 30, 2023, in the amount of $135,000, for changes to incentive pay for officers funded through department reorganization with budgeted funds [recommendation of the Budget Advisory Committee].

Briefing: 5/8/2023 **Public Hearing:** **Council Vote:** 5/8/2023

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Ordinance was developed to provide changes to the department incentives program to retain qualified officers. The amendment is cost neutral to the department budget.

Potential Options:

- None
-

Fiscal Implications:

NONE

Staff Recommendation:

Staff recommends approval of the amended budget item.

Advisory Board/Committee Review:

Budget Advisory Committee recommends approval of the amended budget item.

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-074 ORD Amending Police Budget Incentive Pay (DOCX)

b. 2023-074 Goals and Perspectives (DOCX)

Staff Coordination

Police	Kevin Schutte 05/03/2023 3:44 PM	Department Head Review	Completed	
Police	Kevin Schutte	Supervisor Review	Completed	05/03/2023 3:45 PM
City Manager	David Orr	City Manager Review	Completed	05/03/2023 4:43 PM
City Council	Vicky Coopwood	Meeting	Pending	05/08/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-074

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE POLICE DEPARTMENT BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2023, IN THE AMOUNT OF $135,000, FOR CHANGES TO INCENTIVE PAY FOR OFFICERS FUNDED THROUGH DEPARTMENT REORGANIZATION WITH BUDGETED FUNDS; CONTAINING REPEALER AND SEVERABILITY CLAUSES; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That the budget estimate of the expenditures of the Police Department of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2022, and ending September 30, 2023, be amended to reflect additional expenditures after review and recommendation of the Budget Advisory Committee.

1. Changes to incentive pay for officers for an estimated cost of $135,000 annually which will be funded through department reorganization with budgeted funds.

SECTION 2: It is further provided that in case of 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 **8th day of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-074 ORD Amending Police Budget Incentive Pay (4012 : 2023-074 ORD Amending Police Budget Incentive Pay)

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: 2023-074 Goals and Perspectives (4012 : 2023-074 ORD Amending Police Budget Incentive Pay)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/3/2023 11:09 AM

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

Subject: Ordinance No. 2023-065 approving the voluntary annexation of approximately 27.346 acres in the George Brinlee HRS A-18 (3313 Pleasant Grove Rd.) to the city limits of Texarkana, Bowie County, Texas, and specifying a Planned Development / Multiple-Family 2 zoning district classification. First Church of Nazarene, owner.

Briefing: 5/8/2023 **Public Hearing:** 6/20/2023 **Council Vote:** 6/20/2023

Item Schedule

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

Updates/History of Briefing:

First Church of Nazarene, the owner of acreage at 3313 Pleasant Grove Rd. (a portion of which is within the city limits) has requested that the City annex the remainder of the acreage into the city limits.

The church's request was one of the requests brought to the Council's attention during the regular meeting on March 13, 2023, when the City Council authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests [Res. No. 2023-034]. The City Council approved a written services agreement for this property annexation during its regular meeting held on April 24, 2023 [Res. No. 2023-049].

Executive Summary and Background Information:

The proposed annexation ordinance assigns this property to Ward 5, the adjoining ward, per Art. II, §1 of the City Charter and § 12-4 of the Code of Ordinances.

The proposed zoning district classification is Planned Development / Multiple-Family 2. The owner consents to this zoning: the owner had acquired the property for a new church structure but opted for a different location; the owner requests annexation to increase the viability of the property's commercial development; and the owner intends to sell the property to a developer of multi-family structures (a plan detail is included in an exhibit to the services agreement approved by Res. No. 2023-049).

However, site plan approval is not included with this proposed annexation ordinance. If the Council approves annexation, and if the owner's sale of the property occurs, then the successor owner must follow the typical process for planned development site plan approval.

Special note: Section 1 of the ordinance form contains a metes and bounds description of the entirety of the property the owner desires to sell (approximately 31.07 acres), and a metes and bounds description of a portion of this property within the city limits (approximately 3.724 acres). Thus, the net acreage for the voluntary annexation request is 27.346 acres.

Potential Options:

Approve (or not) the proposed annexation ordinance.

Fiscal Implications:

The services agreement details typical costs of the annexation process which will be either paid or reimbursed by the Owner. The city services set out in the services agreement will be provided to this property with no additional costs or changes to the annual budget.

Staff Recommendation:

City staff recommends for approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2023-065 ORD annex PG Rd Nazarene (DOCX)
b. 2023-065 ATTH 01 Map (PDF)
c. 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (PDF)
d. 2023-065 Goals & Perspectives (DOCX)

Staff Coordination

City Attorney	Jeffery C. Lewis	Department Head Review	Completed	05/01/2023 3:40 PM
Planning & Zoning Commission		Laura Puckett	Review	Completed 05/01/2023 4:23 PM
Water Utilities	Gary Smith	Water Review	Completed	05/02/2023 8:18 AM
Building Code Administration		Mashell Daniel	Zoning Review	Completed 05/02/2023 4:18 PM
Public Works Department		Dusty Henslee	Public Works Review	Completed 05/03/2023 7:34 AM
City Manager	David Orr	City Manager Review	Completed	05/03/2023 8:41 AM
City Council	Vicky Coopwood	Meeting	Pending	05/08/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-065

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ANNEXING BY PETITION OF LANDOWNER THE HEREINAFTER DESCRIBED TERRITORY OF APPROXIMATELY 27.346 ACRES IN THE GEORGE BRINLEE HRS A-18 TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN SAID CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF SAID TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, BINDING SAID INHABITANTS BY ALL ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND THE PROPERTY THEREIN BEARING ITS PRO RATA PART OF THE TAXES LEVIED BY THE CITY; ASSIGNING SAID TERRITORY TO ITS ADJOINING WARD; INCORPORATING BY REFERENCE THE "MUNICIPAL SERVICES AGREEMENT / OWNER-CONSENT VOLUNTARY ANNEXATION" BETWEEN CITY AND LANDOWNER; SPECIFYING A ZONING DISTRICT CLASSIFICATION; PROVIDING FOR THE FILING OF THIS ORDINANCE WITH COUNTY RECORDS AND UPDATING THE CITY BOUNDARIES MAP; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owner of acreage at 3313 Pleasant Grove Rd. (a portion of which is within the city limits) lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, described in Section 1, below, has requested that the City of Texarkana, Texas, annex the remainder of the acreage into the city limits;

WHEREAS, the acreage is within the City's extraterritorial jurisdiction and inclusion of the acreage within the city limits allows for future growth or economic development; and

WHEREAS, per Resolution No. 2023-034 (March 13, 2023), the City Council authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests; and

WHEREAS, per Resolution No. 2023-049 (April 24, 2023), a written "Municipal Services Agreement / Owner-Consent Voluntary Annexation" for the territory described in Section 1 of this Ordinance and annexed by this Ordinance has been signed and executed by the Owner and City; and

WHEREAS, before instituting an annexation proceeding, notice and publication procedures prescribed by law were duly followed with respect to this Ordinance and the territory proposed for annexation; and

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

WHEREAS, before instituting an annexation proceeding, the City Council gave all interested persons the right to appear and to be heard, calling and conducting a public hearing for the territory described in Section 1 of this Ordinance, noticed in accordance with Texas law, during the regular City Council meeting held on June 20, 2023, at City Hall, 220 Texas Boulevard, Texarkana, Texas.

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

SECTION 1: The territory described in this section within Bowie County, Texas, is hereby annexed to the City of Texarkana, Bowie County, Texas, and the boundary limits of the City of Texarkana, Texas, be and the same are hereby extended to include this territory within the city limits of the City of Texarkana, Texas, and the same shall hereafter be included within the territorial limits of the City of Texarkana, Texas:

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY. A-18, Bowie County, Texas and being a part of a certain 32.7 acre tract of land conveyed to R. R. Taylor by Warranty Deed recorded in Volume 182, Page 32 of the Deed Records of Bowie County, Texas; said 32.7 acre tract also being Lot No. 1 of the partition of the A. J. Baker 153.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot No. 2 of the partition of the A. J. Baker 163.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas:

THENCE - S. 89” 08” 35” E., with the South boundary line of the above-mentioned Lot No. 2 passing at 563.10 ft. an existing fence corner and continuing with an existing fence passing at 316.40 ft. an existing fence corner at the Southeast corner of said Lot No. 2. same being the Southwest corner of Lot No. 5 of the above-mentioned partition and continuing with the South boundary line or said Lot No. 5 passing at 796. 79 ft. a cross tie and continuing 607.03 ft. for a total distance of 2283.32 ft. to a 1/2" reinf. steel set for corner on the West right-of-way line of Texas F.M. Road No. 2878, same being 50.00 ft. at right angles from the centerline of said road:

THENCE - S. 00” 00” 46” E., 219.44 ft. with the above mentioned west right-of-way line, 50.00 ft. at right angles from end parallel with the above-mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said West right-or-way line:

THENCE - S. 05” 41” 52” W., 100.50 ft. with the above-mentioned West right-of-way line to a concrete right-of-way marker in place, same being 60.00 ft. at right angles from the above-mentioned centerline of road.

THENCE - S. 00” 00” 46” E., 200.00 ft. with the above mentioned West right-of-way line, 60.00 ft. at right angles from and parallel with the above mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said right-of-way.

THENCE - S. 05” 45” 55” E., 78.98 ft. with the above-mentioned West right-of-way line to a 1” iron pipe found in place at the Northeast corner of a certain 0.938 acre tract of land conveyed

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

to Shaun Haghneviss by Third Party Deed recorded in Volume 3154, Page 335 of the Real Property Records of Bowie County, Texas:

THENCE - S. 89” 56” 01” W., with the North boundary line of the above mentioned 0.938 acre tract passing at 339.22 ft. the Northwest corner of said 0.938 acre tract, same being the Northeast corner certain 7.871 acre tract conveyed to Billy N. Hall by Warranty Deed recorded in Volume 588, Page 49 of the Deed Records of Bowie County. Texas: and continuing 459.18 ft. with the North boundary line of said 7.871 acre tract for a total distance of 798.40 ft. to an old fence corner being a 16" sweet gum, the most northerly Northwest corner of said 7.871 acre tract;

THENCE - S. 03” 08” 47” W., 50.64 ft. with a West boundary line of the above mentioned 7.871 acre tract to a 1” square iron pipe found in place at an inside corner to said 7.871 acre tract;

THENCE - S. 89” 27” 18” W., with the North boundary line of the above mentioned 7.871 acre tract passing at 190.63 ft. a 1/2" reinf. steel set for offset corner and continuing 30.00 ft. for a total distance of 220.63 ft. to the center of a small creek channel.

THENCE - Southerly with the centerline of the above-mentioned small creek channel along the following courses:

S. 00” 15” 00” E., 46.50 ft; S. 38” 00” 00” E., 44.00 ft.; S. 19” 35” 00” W., 61.50 ft.; S. 87” 45” 00” E., 49.00 ft.; S. 05” 55” 00” W., 109.00 ft.; S. 43” 25” 00” W., 72.00 ft.; S. 25” 52” 53” E., 65.90 ft., and S. 42” 40” 00” W., 35.00 ft. to the center of Wagner Creek

THENCE - Westerly the centerline of the above-mentioned Wagner Creek along the following courses:

N. 79” 35” 00” W., 138 ft.; N. 42” 40” 00” W., 116 ft.; S. 75” 25” 00” W., 85.00 ft. and N. 57” 03” 28” W., 60.59 ft. to an iron pipe found in place at the most Southerly corner of a certain called 1.49 acre tract of land (Tract Two) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas:

THENCE - N. 00” 00” 00” E., 349.22 ft. with the East boundary line of the above mentioned 1.48 acre tract to an iron pipe found in place at the Northeast corner of said 1.48 acre tract;

THENCE - S. 90" 00” 00” W., with the North boundary line of the above motioned 1.48 acre tract, passing at 298.31 ft. an iron pipe found in place for offset corner and continuing 10.00 ft. for a total distance of 308.31 ft. to the center of the above mentioned Wagner Creek:

THENCE - Northwesterly with the centerline of the above mentioned Wagner Creek along the following courses:

N. 55” 39” 25” W., 95.56 ft. to the most Northerly corner of a certain 1.262 acre tract (Tract One) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas and N. 43” 42” 20” W., 757.88 ft. to the POINT OF BEGINNING;

The above described property being surveyed contains 31.07 acres of land, more or less.

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

SAVE and EXCEPT and excluding the following described acreage which lies within the boundary limits of the City of Texarkana, 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 31.07 acres in the deed from Louie C. Murdock, Jr., et ux, to First Church of the Nazarene of Texarkana, dated June 12, 2006, recorded in Volume 4914, Page 198 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod found for a corner, capped R HALL, lying in the West right-of-way line of Farm-to-Market Road 2878 (Pleasant Grove Road), the Northeast corner of the said 31.07 acre tract, the Southeast corner of that certain tract of land described as 0.6635 acres in the deed form Rebecca Gunn to Chad Kalani Racoma, dated April 21, 2003, recorded in Volume 3969, Page 77 of the Real Property Records of Bowie County, Texas;

THENCE South 88 degrees 13 minutes 04 seconds West a distance of 772.41 feet along the North line of the said 31.07 acre tract to a point for a corner, lying in the South line of Lot 1A of the Replat of Lot 1 Garrett Estates, according to the plat recorded in Document No. 2017-12317 of the Real Property Records of Bowie County, Texas;

THENCE South 00 degrees 00 minutes 00 seconds West a distance of 610.60 feet across and through the said 31.07 acre tract to a point for a corner, an inside ell corner of the said 31.07 acre tract, an outside ell corner of that certain tract of land described as 9.331 acres in the deed from Billy N. Hall, et ux, to Jason Hensley, et ux, dated June 22, 2017, recorded in Document No. 2017-7183 of the Real Property Records of Bowie County, Texas;

THENCE South 00 degrees 31 minutes 05 seconds West a distance of 61.03 feet along the East line of the said 31.07 acre tract and the West line of the said 9.331 acre tract to a point for a corner, an outside ell corner of the said 31.07 acre tract, an inside ell corner of the said 9.331 acre tract;

THENCE South 86 degrees 49 minutes 36 seconds West a distance of 220.63 feet along the South line of the said 31.07 acre tract and the North line of the said 9.331 acre tract to a point for a corner, an inside ell corner of the said 31.07 acre tract, the Northwest corner of the said 9.331 acre tract;

THENCE along the East line of the said 31.07 acre tract and the West line of the said 9.331 acre tract the following courses:

South 02 degrees 52 minutes 42 seconds East a distance of 46.50 feet;
South 40 degrees 37 minutes 42 seconds East a distance of 44.00 feet;
South 16 degrees 57 minutes 18 seconds West a distance of 61.50 feet;

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

North 89 degrees 37 minutes 18 seconds East a distance of 49.00 feet;
South 03 degrees 17 minutes 18 seconds West a distance of 109.00 feet;
South 40 degrees 47 minutes 18 seconds West a distance of 72.00 feet;
South 28 degrees 30 minutes 35 seconds East a distance of 65.90 feet;
South 40 degrees 02 minutes 18 seconds West a distance of 35.00 feet, the Northeast corner of that certain tract of land described as 1.840 acres om the deed from Jerry A. Rochelle to Donald Edward Crisp, et ux, dated May 30, 1986, recorded in Volume 844,Page 145 of the Real Property Records of Bowie County, Texas;

THENCE along the South line of the said 31.07 acre tract and the North line of the said 1.840 acre tract the following courses:

North 82 degrees 12 minutes 42 seconds West a distance of 138.00 feet;
North 45 degrees 17 minutes 42 seconds West a distance of 116.00 feet;
South 72 degrees 47 minutes 18 seconds West a distance of 86.00 feet;
North 59 degrees 41 minutes 10 seconds West a distance of 60.59 feet, the Southeast corner of that certain tract of land described as 1.48 acres in the deed from Robert Loya, et ux, to Evergreen Presbyterian Ministries of Texas, Inc., dated February 15, 1990, recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas;

THENCE North 02 degrees 37 minutes 42 seconds West a distance of 349.22 feet along the West line of the said 31.07 acre tract and the East line of the said 1.48 acre tract to a point for a corner;

THENCE North 87 degrees 22 minutes 18 seconds East a distance of 169.91 feet across the said 31.07 acre tract to a point for a corner;

THENCE South 02 degrees 40 minutes 00 seconds East a distance of 21.23 feet across the said 31.07 acre tract to a point for a corner;

THENCE North 87 degrees 19 minutes 49 seconds East a distance of 402.50 feet across and through the said 31.07 acre tract to the point of beginning and containing 3.724 acres of land.

SECTION 2: Pursuant to Texas law and the City Charter, the inhabitants of the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall hereafter be entitled to all the rights and privileges of all other citizens of the City of Texarkana, Texas; they shall be bound by the acts, ordinances, resolutions, and regulations of the City; and the property situated in the territory shall bear its pro rata part of the taxes levied by the City.

SECTION 3: Pursuant to Article II, Section 1 of the City Charter, the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall hereafter be assigned and become a part of the City Ward [Ward 5] to which the territory adjoins.

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

SECTION 4: The "Municipal Services Agreement / Owner-Consent Voluntary Annexation" ("MSA") approved by the City Council by Resolution No. 2023-049 (April 24, 2023), applicable to the territory described in Section 1 of this Ordinance, is incorporated herein by reference for all purposes; and pursuant to the MSA and Sections 140-50 and 140-78(a) of the Code of Ordinances of the City of Texarkana, Texas, the applicable zoning district for the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall be classified as Planned Development / Multiple-Family 2.

SECTION 5: The City Secretary shall file with the County Clerk of Bowie County, Texas, a certified copy of this Ordinance. The City Manager shall cause the map of the boundaries of the City and its extraterritorial jurisdiction to be updated in accordance with Texas law and this Ordinance.

SECTION 6: In case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 7: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 8: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 9: This Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **20th day of June, 2023**.

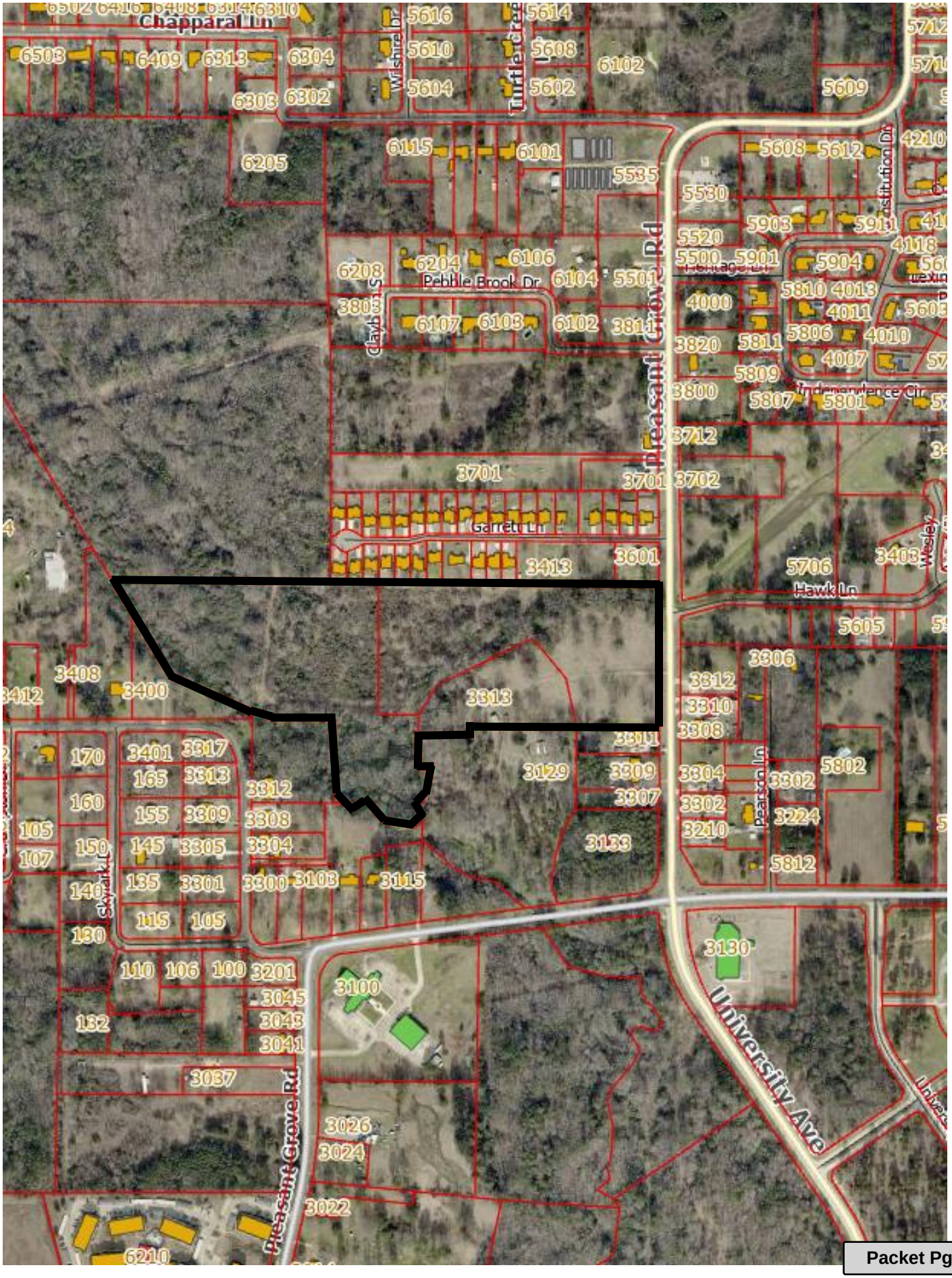
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-065 ORD annex PG Rd Nazarene (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

3313 Pleasant Grove Road



Attachment: 2023-065 ATTH 01 Map (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

RESOLUTION NO. 2023 – 049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXATION OF A 32.7 ACRE TRACT IN THE GEORGE BRINLEE HRS A-18 INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN SERVICES AGREEMENT FOR PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACT; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owner of over 31 acres lying and situated in the George Brinlee Headright Survey, Abstract 18, described in Section 1 of the proposed "Municipal Services Agreement" ("MSA") attached to this resolution as **ATTH 01** and incorporated herein by reference for all purposes, has requested that the City of Texarkana, Texas, annex the acreage into the city limits and has waived or declined the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code; and

WHEREAS, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owner of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, before a city may adopt an ordinance annexing an area by petition of landowners, the governing body must conduct a public hearing, providing persons interested in the annexation the opportunity to be heard, and thereafter the governing body may adopt an ordinance annexing the area; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the subject acreage by first authorizing the City Manager to execute the proposed MSA attached to this resolution pertaining to municipal services to be provided by the City in the event the City Council, in its discretion, favorably votes to annex the subject tract.

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 acreage described in Section 1 of the attached Municipal Services Agreement and authorizes the City Manager to execute the agreement. In the event of Owner's sale of the acreage to a developer, the City Council delegates to the City Manager the authority to approve and execute an assignment of this agreement to the successor owner of the acreage.

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

SECTION 2: The City Council's approval of this resolution does not bind the City Council to approve annexation of the subject acreage; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of the acreage.

SECTION 3: Upon execution of the MSA, the City Council directs the City Manager to prepare a proposed annexation ordinance for the subject acreage; 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 acreage.

SECTION 4: The City Manager or designee shall cause to be issued all newspaper publications and notices as 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 **24th day of April, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27p.m.

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

Municipal Services Agreement
* * * * *
Owner-Consent Voluntary Annexation

This Municipal Services Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and First Church of Nazarene Texarkana ("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, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, Owner owns a certain parcel of land situated in Bowie County, Texas, within the City's extraterritorial jurisdiction, more particularly described in Section 1, below ("the Property"); and

WHEREAS, Owner has requested and consented in writing to full-purpose annexation of the Property by the City, and has waived or declined the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code; and

WHEREAS, City and Owner desire to set out their agreements for proposed full-purpose annexation of the Property, and — in the event the City Council approves full-purpose annexation — the City services to be provided for the Property on or after the effective date of full-purpose annexation.

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 set out and described in Exhibit "A" to this Agreement, save and except any portion of the Property within the corporate limits of the City, incorporated herein by reference for all purposes.

2. **OWNER CONSENT FOR FULL-PURPOSE ANNEXATION and PROPERTY DEVELOPMENT.**

a. Owner waives or declines the requirement to be offered a development agreement pursuant to Section 43.016 of the Texas Local Government Code (*see* attached Exhibit B, incorporated herein by reference for all purposes). Owner requests, consents, covenants, and agrees to full-purpose annexation of the Property by the City; and with such consent, and subject

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

to Section 3 of this Agreement, City intends for this Agreement to provide for the delivery of specific municipal services to the Property in accordance with state law and accomplished through any means permitted by law.

b. In the event of full-purpose annexation of the Property, Owner agrees and consents to a zoning classification of Planned Development / Multiple-Family 2 according to City's Code of Ordinances; and for any development Owner shall prepare all site plan documentation in anticipation of and consistent with this zoning classification. Owner shall defer to the City's discretion with respect to the timing for initiating full-purpose annexation proceedings.

c. Except as provided herein, Owner agrees to comply with — and City is authorized to enforce and shall enforce — all of City's ordinances, regulations, and planning authority for the Property as authorized by law, this Agreement, and the SPA, in the same manner such ordinances and regulations are enforced within the City's boundaries; provided, however, that in the event Owner intends to demolish existing structures on the Property, City shall not require Owner to obtain a demolition permit for such demolition.

3. **MUNICIPAL SERVICES.** In accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that the 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. Unless otherwise expressly stated in Exhibit C, full-purpose annexation of the Property is a condition precedent for the provision of Services pursuant to this Agreement; provided, however, that nothing in this Agreement should be construed as requiring the City to annex the Property for full-purpose annexation (and if such requirement exists under law, the parties agree such requirement is waived).

4. **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, 8, 9, and 10 are not severable from this Agreement.

5. **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. The parties acknowledge that they are of equal bargaining power 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.

6. **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.

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

7. **GOVERNMENTAL POWERS and FUNCTIONS.** 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, 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.

8. **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.

9. **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, and assigns. Upon annexation of the Property, Owner shall file this Agreement in the Deed Records of Bowie County, Texas, at such time prior to any sale of any portion of the Property to third parties. The terms of this Agreement constitute covenants running with the land comprising the Property, is binding on the Owner and the City, is binding on subsequent owners of any portion of the Property, and is enforceable by any current or future owner of any portion of the Property.

10. **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 fee for the annexation set by the City Council;

b. City's cost of notice, publication, and advertising as may be required by law or City Charter for any discrete annexation proceeding of the Property, including the publication costs 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;

c. Owner shall be responsible for paying or otherwise reimbursing the City for all infrastructure or development costs on the Property; and

d. 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.

11. **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

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

supersedes all prior oral and written agreements between said parties. Except as provided herein, this Agreement shall not be amended unless approved by the City Council and executed in writing by both parties; provided, however, the City Council delegates to the City Manager the authority to agree to and execute written amendments that do not materially obligate the City to extend services beyond the scope of this Agreement, and such written amendments upon execution shall be appended to this Agreement.

12. **GOVERNMENTAL IMMUNITY.** This Agreement is expressly made subject to City's governmental immunity as provided by the Texas Constitution, Texas law, and applicable federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of the City's immunities from suit or from liability.

13. **ASSIGNMENT.** This Agreement shall be binding upon the respective successors and assigns of the parties; neither party may assign this Agreement without the other party's prior written consent; and the City Council delegates to the City Manager the authority to approve and execute an assignment to Owner's successor-in-interest.

14. **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.

15. **EFFECTIVE DATE.** This Agreement shall be effective upon the execution by both City and Owner.

City of Texarkana, Texas

By: _____ Date: ~~April~~ May 1, 2023
David W. Orr, PhD
City Manager

Owner, First Church of Nazarene Texarkana:

By: _____ Date: April 12, 2023
Rev. Paul Davis

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

Exhibit A

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY. A-18, Bowie County, Texas and being a part of a certain 32.7 acre tract of land conveyed to R. R. Taylor by Warranty Deed recorded in Volume 182, Page 32 of the Deed Records of Bowie County, Texas; said 32.7 acre tract also being Lot No. 1 of the partition of the A. J. Baker 153.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot No. 2 of the partition of the A. J. Baker 163.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas:

THENCE - S. 89" 08" 35" E., with the South boundary line of the above-mentioned Lot No. 2 passing at 563.10 ft. an existing fence corner and continuing with an existing fence passing at 316.40 ft. an existing fence corner at the Southeast corner of said Lot No. 2. same being the Southwest corner of Lot No. 5 of the above-mentioned partition and continuing with the South boundary line or said Lot No. 5 passing at 796. 79 ft. a cross tie and continuing 607.03 ft. for a total distance of 2283.32 ft. to a 1/2" reinf. steel set for corner on the West right-of-way line of Texas F.M. Road No. 2878, same being 50.00 ft. at right angles from the centerline of said road:

THENCE - S. 00" 00" 46" E., 219.44 ft. with the above mentioned west right-of-way line, 50.00 ft. at right angles from end parallel with the above-mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said West right-or-way line:

THENCE - S. 05" 41" 52" W., 100.50 ft. with the above-mentioned West right-of-way line to a concrete right-of-way marker in place, same being 60.00 ft. at right angles from the above-mentioned centerline of road.

THENCE - S. 00" 00" 46" E., 200.00 ft. with the above mentioned West right-of-way line, 60.00 ft. at right angles from and parallel with the above mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said right-of-way.

THENCE - S. 05" 45" 55" E., 78.98 ft. with the above-mentioned West right-of-way line to a 1" iron pipe found in place at the Northeast corner of a certain 0.938 acre tract of land conveyed to Shaun Haghneviss by Third Party Deed recorded in Volume 3154, Page 335 of the Real Property Records of Bowie County, Texas:

THENCE - S. 89" 56" 01" W., with the North boundary line of the above mentioned 0.938 acre tract passing at 339.22 ft. the Northwest corner of said 0.938 acre tract, same being the Northeast corner certain 7.871 acre tract conveyed to Billy N. Hall by Warranty Deed recorded in Volume 588, Page 49 of the Deed Records of Bowie County. Texas: and continuing 459.18 ft. with the North boundary line of said 7.871 acre tract for a total distance of 798.40 ft. to an old fence corner being a 16" sweet gum, the most northerly Northwest corner of said 7.871 acre tract;

THENCE - S. 03" 08" 47" W., 50.64 ft. with a West boundary line of the above mentioned 7.871 acre tract to a 1" square iron pipe found in place at an inside corner to said 7.871 acre tract;

THENCE - S. 89" 27" 18" W., with the North boundary line of the above mentioned 7.871 acre tract passing at 190.63 ft. a 1/2" reinf. steel set for offset corner and continuing 30.00 ft. for a total distance of 220.63 ft. to the center of a small creek channel.

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

THENCE - Southerly with the centerline of the above-mentioned small creek channel along the following courses:

S. 00” 15” 00” E., 46.50 ft; S. 38” 00” 00” E., 44.00 ft.; S. 19” 35” 00” W., 61.50 ft.; S. 87” 45” 00” E., 49.00 ft.; S. 05” 55” 00” W., 109.00 ft.; S. 43” 25” 00” W., 72.00 ft.; S. 25” 52” 53” E., 65.90 ft., and S. 42” 40” 00” W., 35.00 ft. to the center of Wagner Creek

THENCE - Westerly the centerline of the above-mentioned Wagner Creek along the following courses:

N. 79” 35” 00” W., 138 ft.; N. 42” 40” 00” W., 116 ft.; S. 75” 25” 00” W., 85.00 ft. and N. 57” 03” 28” W., 60.59 ft. to an iron pipe found in place at the most Southerly corner of a certain called 1.49 acre tract of land (Tract Two) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas:

THENCE - N. 00” 00” 00” E., 349.22 ft. with the East boundary line of the above mentioned 1.48 acre tract to an iron pipe found in place at the Northeast corner of said 1.48 acre tract;

THENCE - S. 90" 00” 00” W., with the North boundary line of the above motioned 1.48 acre tract, passing at 298.31 ft. an iron pipe found in place for offset corner and continuing 10.00 ft. for a total distance of 308.31 ft. to the center of the above mentioned Wagner Creek:

THENCE - Northwesterly with the centerline of the above mentioned Wagner Creek along the following courses:

N. 55” 39” 25” W., 95.56 ft. to the most Northerly corner of a certain 1.262 acre tract (Tract One) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas and N. 43” 42” 20” W., 757.88 ft. to the POINT OF BEGINNING; The above described property being surveyed by Richard V. Hall, Jr. contains 31.07 acres of land, more or less.

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

CITY OF
TEXARKANA
220 TEXAS BOULEVARD TEXARKANA TEXAS 75501 TEXAS

April 12, 2023

First Church of Nazarene
c/o Rev. Paul Davis
6241 St. Michael Dr.
Texarkana, Texas 75503

Dear First Church of Nazarene Texarkana:

This will acknowledge your consent to full-purpose annexation of the parcels identified in the enclosed proposed Municipal Services Agreement.

Since one of more of your parcels are identified as being subject to an agricultural, wildlife management, or timber ad valorem tax exemption, 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). **By your signature below, you have expressly declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).**

Enclosed you will find the proposed services 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

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

Landowner Acknowledgement

I have declined to make an agreement described by LGC § 43.016(b)(1)(A) and (1)(B).

I have signed the "Municipal Services Agreement /Owner-Consent Voluntary Annexation" and understand the City Council must approve the agreement in a public meeting noticed in accordance with the Texas Open Meetings Act.

Dated: April 12, 2023

First Church of Nazarene Texarkana

By: _____
Rev. Paul Davis

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

Exhibit C to Municipal Services Agreement

The term "annexation" as used in this exhibit refers only to full-purpose annexation of the Property.

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: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

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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.

J. Water and Sewer Service

Owner acknowledges and agrees that any current structures intended for habitability or any future development shall be required to connect to the City's water and sewer system at Owner's expense.

II. Services to be Provided to the Property Upon Specific Conditions or Events Following Annexation.

A. Drainage and Stormwater Management

Owner must provide stormwater drainage at its 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. Solid Waste Services

Beginning with occupancy of residential structures, if any, Solid Waste Collection shall be provided to the Property in accordance with City ordinance and policies.

III. 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: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres

100 0 100 200 300
GRAPHIC SCALE IN FEET

DESCRIPTION OF PROPERTY:

All that certain tract or parcel of land being a part of the GEORGE BRINLEE HEADRIGHT SURVEY, A-18, Bowie County, Texas and being a part of a certain 32.7 acre tract of land conveyed to R. A. Taylor by Warranty Deed recorded in Volume 182, Page 32 of the Deed Records of Bowie County, Texas; said 32.7 acre tract also being Lot No. 1 of the partition of the A. J. Baker 163.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at the Southwest corner of Lot No. 2 of the partition of the A. J. Baker 163.5 acre tract by Partition Deed dated February 25, 1919 and recorded in Volume 85, Page 167 of the Deed Records of Bowie County, Texas;

THENCE - S. 89° 08' 35" E., with the South boundary line of the above mentioned Lot No. 2 passing at 563.10 ft. an existing fence corner and continuing with an existing fence passing at 316.40 ft. an existing fence corner at the Southeast corner of said Lot No. 2, same being the Southwest corner of Lot No. 5 of the above mentioned partition, and continuing with the South boundary line of said Lot No. 5 passing at 786.79 ft. a cross tie and continuing 607.03 ft. for a total distance of 2283.32 ft. to a 1/2" reinf. steel set for corner on the West right-of-way line of Texas F. M. Road No. 2878, same being 50.00 ft. at right angles from the centerline of said road;

THENCE - S. 00° 00' 46" E., 219.44 ft. with the above mentioned West right-of-way line, 50.00 ft. at right angles from and parallel with the above mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said West right-of-way line;

THENCE - S. 05° 41' 52" W., 100.50 ft. with the above mentioned West right-of-way line to a concrete right-of-way marker in place, same being 60.00 ft. at right angles from the above mentioned centerline of road;

THENCE - S. 00° 00' 46" E., 200.00 ft. with the above mentioned West right-of-way line, 60.00 ft. at right angles from and parallel with the above mentioned centerline of road to a 1/2" reinf. steel set for an angle point in said right-of-way;

THENCE - S. 05° 45' 55" E., 78.98 ft. with the above mentioned West right-of-way line to a 1" iron pipe found in place at the Northeast corner of a certain 0.938 acre tract of land conveyed to Shaun Haghnavisa by Third Party Deed recorded in Volume 3154, Page 335 of the Real Property Records of Bowie County, Texas;

THENCE - S. 89° 56' 01" W., with the North boundary line of the above mentioned 0.938 acre tract passing at 339.22 ft. the Northwest corner of said 0.938 acre tract, same being the Northeast corner of a certain 7.871 acre tract conveyed to Billy N. Hall by Warranty Deed recorded in Volume 588, Page 49 of the Deed Records of Bowie County, Texas; and continuing 459.18 ft. with the North boundary line of said 7.871 acre tract for a total distance of 798.40 ft. to an old fence corner being a 16" sweet gum, the most northerly Northwest corner of said 7.871 acre tract;

THENCE - S. 03° 08' 47" W., 50.64 ft. with a West boundary line of the above mentioned 7.871 acre tract to a 1" square iron pipe found in place at an inside corner to said 7.871 acre tract;

THENCE - S. 89° 27' 18" W., with the North boundary line of the above mentioned 7.871 acre tract passing at 190.63 ft. a 1/2" reinf. steel set for offset corner and continuing 30.00 ft. for a total distance of 220.63 ft. to the center of a small creek channel;

THENCE - Southerly with the centerline of the above mentioned small creek channel along the following courses:

S. 00° 15' 00" E., 46.50 ft; S. 38° 00' 00" E., 44.00 ft.; S. 19° 35' 00" W., 61.50 ft.; S. 87° 45' 00" E., 49.00 ft.; S. 05° 55' 00" W., 109.00 ft.; S. 43° 25' 00" W., 72.00 ft.; S. 25° 52' 53" E., 65.90 ft. and S. 42° 40' 00" W., 35.00 ft. to the center of Wagner Creek;

THENCE - Westerly with the centerline of the above mentioned Wagner Creek along the following courses:

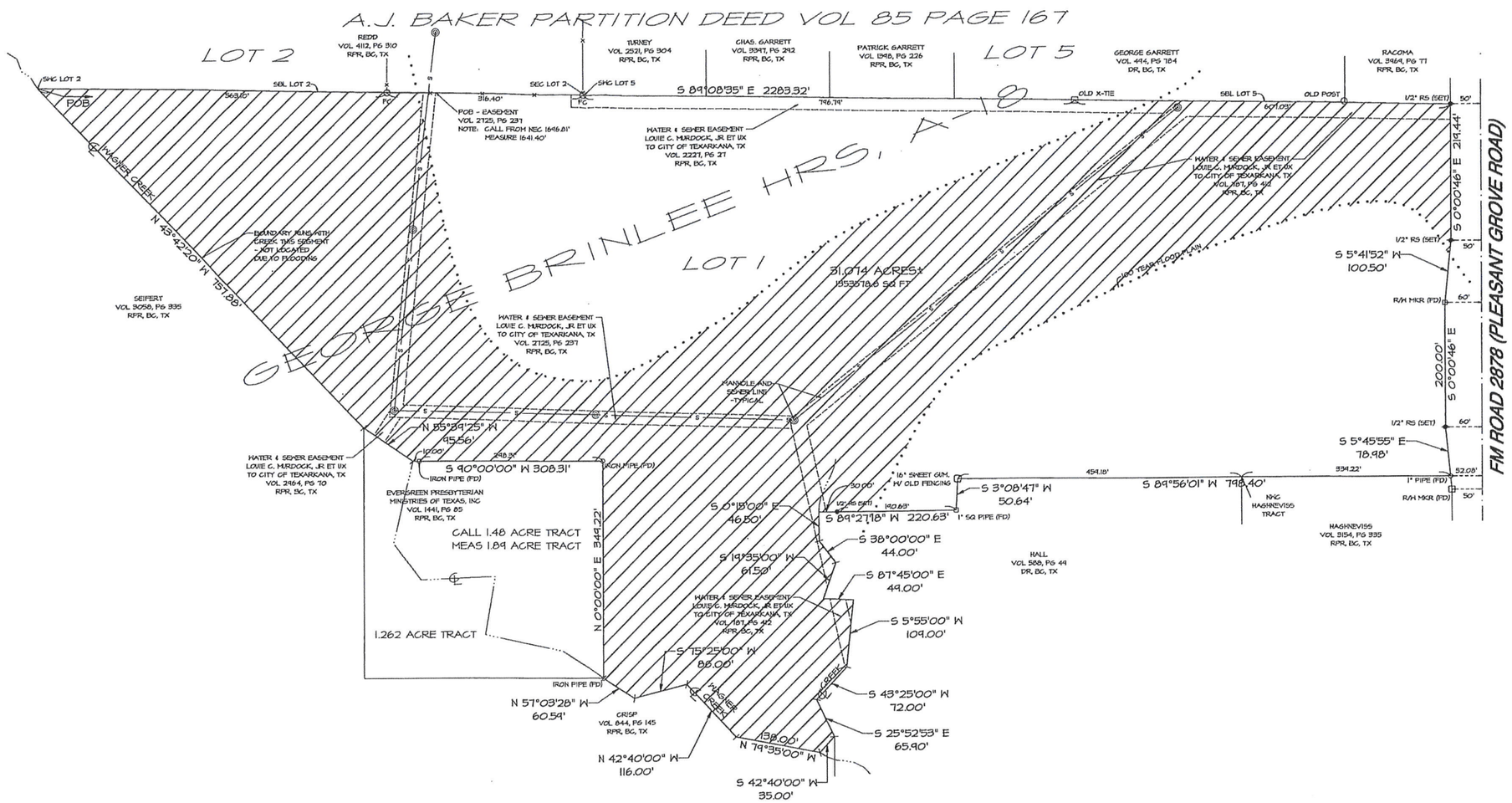
N. 79° 35' 00" W., 138.00 ft.; N. 42° 40' 00" W., 116.00 ft.; S. 75° 25' 00" W., 85.00 ft. and N. 57° 03' 28" W., 60.59 ft. to an iron pipe found in place at the most Southerly corner of a certain called 1.48 acre tract of land (Tract Two) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas;

THENCE - N. 00° 00' 00" E., 349.22 ft. with the East boundary line of the above mentioned 1.48 acre tract to an iron pipe found in place at the Northeast corner of said 1.48 acre tract;

THENCE - S. 90° 00' 00" W., with the North boundary line of the above mentioned 1.48 acre tract, passing at 298.31 ft. an iron pipe found in place for offset corner and continuing 10.00 ft. for a total distance of 308.31 ft. to the center of the above mentioned Wagner Creek;

THENCE - Northwesterly with the centerline of the above mentioned Wagner Creek along the following courses:

N. 55° 39' 25" W., 95.56 ft. to the most Northerly corner of a certain 1.262 acre tract (Tract One) conveyed to Evergreen Presbyterian Ministries of Texas, Inc. by Warranty Deed recorded in Volume 1441, Page 85 of the Real Property Records of Bowie County, Texas and N. 43° 42' 20" W., 757.68 ft. to the POINT OF BEGINNING; The above described property being surveyed by Richard V. Hall, Jr. contains 31.07 acres of land, more or less.



THIS IS TO CERTIFY: that the plat hereon is a true representation of the above described property as determined by survey; the lines and dimensions of said property being as indicated by the plat. There are no encroachments, conflicts or protrusions, except as shown. This property does appear to lie partially within a Special Flood Hazard Area as per FIRM Community Panel No. 48119402308 with an Effective Date of September 27, 1991.

May 31, 2006

Scale: 1" = 100'

BOUNDARY SURVEY

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This document contains confidential information, is an instrument of service and the property of the Surveyor. It shall not be used on other projects, for the extension of this project, or reproduced without the written approval of the Surveyor. 10/2006 R1.0

Drawn: TRH	Checked: RVHJr
File: 2006-086.PRO	
Cert.: 2001	FB: 419/22-24&3
Scale: 1" = 100'	Date: 05/31/06
Revisions:	

BOUNDARY SURVEY
31.074 ACRES
PART OF THE GEORGE BRINLEE HRS, A-18
BOWIE COUNTY, TEXAS

PREPARED FOR: AL SMITH

DRAWING NO. 2006-086-01-01D

HALL SURVEYING & ENGINEERING, INC.
Surveying, Engineering and Land Planning
403 East 9th Street, Texarkana, Arkansas
Phone: 870-773-8531 Toll Free: 888-440-4255 Fax:
www.HSEonline.net

Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313

MTG | ENGINEERS & SURVEYORS

PROPOSED TOWNHOMES
TEXARKANA, TEXAS

0 25 50 100 Feet



Attachment: 2023-065 ATTH 02 svc agmt (annex) FC nazarene 3313 PG Rd signed (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313

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: 2023-065 Goals & Perspectives (4008 : 2023-065 ORD Annex FC Nazarene 27.346 acres [3313 Pleasant Grove Rd])

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 5/3/2023 9:23 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-067 amending PD-20-4 (General Retail) for site plan approval on Lot 1, The Grove at Amesdale, located at 5714 Richmond Road. Johnny Gibbs, owner and Kayla Wood, MTG Engineers and Surveyors, agent.		

Briefing: 5/8/2023 **Public Hearing:** 6/20/2023 **Council Vote:** 6/20/2023

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 Johnny Gibbs, owner, and Kayla Wood, MTG Engineers and Surveyors, agent for site plan approval on Lot 1, The Grove at Ames dale, located at 5714 Richmond Road. The current zoning is Planned Development-General Retail. The property is currently vacant property. The proposed use is a bank.

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

The adjacent zoning is Planned Development General Retail to the north, east, and south, and Single Family-1 to the west. The adjacent land use is vacant property to the north and west, restaurant to the south and mini warehouses to the east.

The site plan consists of the following:

1. The construction of 4,105 sq ft building.
2. The access driveway will be off Richmond Road.
3. There will be 28 parking spaces and includes 2 handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6’X8’ monument style sign. No Electronic messaging will be allowed.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. Screened dumpster site.
7. Please see attached correspondence from Texarkana Water Utilities.

Staff recommends for approval of the site plan with stipulations.

The applicant should also be aware that if this site plan approval item is approved, all other applicable city code/ordinance requirements must be met including but not

limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

Potential Options:

Approve or Deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2023

Attachments

a. 2023-067 ORD site plan approval 5714 Richmond Rd (DOCX)
b. 2023-067 EXH 'A' (Site Plan)(PDF)
c. 2023-067 ATTH 01 (Maps) (PDF)
d. 2023-067 ATTH 02 (Elevations) (PDF)
e. 2023-067 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed 05/02/2023 4:19 PM
Public Works Department		Dusty Henslee	Reviewer	Completed 05/03/2023 7:33 AM
City Manager	David Orr	Reviewer	Completed	05/03/2023 8:37 AM
City Council	Vicky Coopwood	Meeting	Pending	05/08/2023 6:00 PM

Meeting History

ORDINANCE NO. 2023-067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-20-4 (GR) FOR SITE PLAN APPROVAL ON LOT 1, THE GROVE AT AMESDALE, LOCATED AT 5714 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, The Grove at Amesdale, located at 5714 Richmond Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-20-4 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-20-4 (GR); and

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

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

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

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

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

SECTION 1: That the site plan **(Exhibit 'A') on Lot 1, The Grove at Amesdale, located at 5714 Richmond Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-20-4 (GR).

Attachment: 2023-067 ORD site plan approval 5714 Richmond Rd (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714

SECTION 2: PD-20-4 (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 4,105 sq ft building.
2. The access driveway will be off Richmond Road.
3. There will be 28 parking spaces that include two handicapped spaces. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. A 6'X8' monument style sign. No Electronic messaging will be allowed.
5. Development must meet Drainage Ordinance and Stormwater Manual Design Standards.
6. 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 **20th day of June, 2023.**

ATTEST:

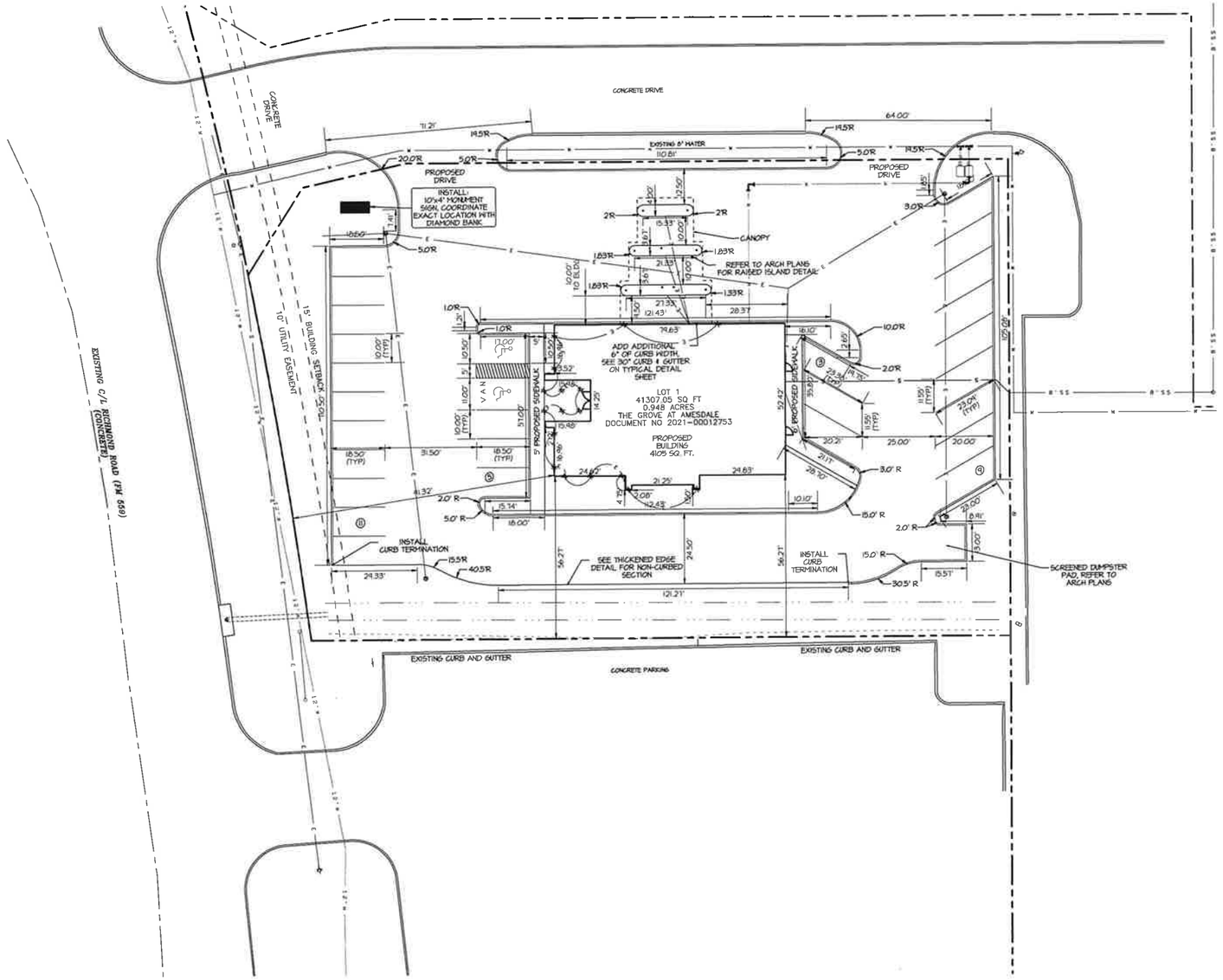
_____ _____

VICKY COOPWOOD, ASST. CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-067 ORD site plan approval 5714 Richmond Rd (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714

2023-067 EXH 'A'

Amendment to PD-20-4 (GR)



GRAPHIC SCALE 1"=20'

0 20

LEGEND

- PROPERTY LINE
- CURB AND GUTTER
- BUILDING EDGE
- EDGE OF PAVEMENT
- EASEMENT
- BUILDING LINE OFFSET
- TOE OF DITCH/SLOPE
- TOP OF BANK
- OVERHEAD POWER LINE
- WATER MAIN
- SANITARY SEWER MAIN
- TELEPHONE LINE
- PROPOSED CONTOUR INT.
- EXISTING CONTOUR INT.
- SILT FENCE
- STORM DRAIN
- FIRE LANE
- SPOT ELEVATION
- POWER POLE
- WATER METER
- WATER VALVE
- CLEAN OUT
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- SIGN (TYPICAL)
- HANDICAP PARKING SYMBOL (PAINTED)
- FIRE HYDRANT
- LIGHT POLE
- GAS REGULATOR
- IRRIGATION CONTROL VALVE
- SPRINKLER HEAD
- ROOF DRAIN
- TELEPHONE JUNCTION BOX
- ELECTRIC JUNCTION BOX
- GUY WIRE
- TREE

SITE DATA:

ADJACENT ZONING: GR-PD
PROPOSED BUILDING = 4105 SF
REQUIRED PARKS = 7
TOTAL PARKING SPACES = 19
REGULAR PARKING SPACES = 17
HANDICAP PARKING SPACES = 2

GENERAL SITE NOTES

1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
3. BUILDING DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES. CONTRACTOR SHALL COORDINATE AND VERIFY DIMENSIONS WITH ARCHITECTURAL PLANS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SITE PLANS AND ARCHITECTURAL PLANS, THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB AS APPLICABLE, UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

MTG ENGINEERS & SURVEYORS
9830 SUMMERHILL ROAD
TEXARKANA, TEXAS
P 903.838.8633
www.mtgengineers.com
TBPE FIRM NO. F-354
AR COA NO. 126
© MTG 2023

PRELIMINARY ~ FOR REVIEW ONLY, NOT INTENDED FOR BIDDING, CONSTRUCTION OR PERMIT PURPOSED
4/11/2023
JOSEPH R. CHALIFOUX
P.E. #141633

Scale: AS SHOWN | Drawn By: SGF | Checked By: JRC | File No.:

SITE PLAN

DIAMOND BANK
TEXARKANA, TEXAS
DIAMOND BANK

Drawing Date: 4/11/2023
Project Number: 236010
Sheet Number: C2

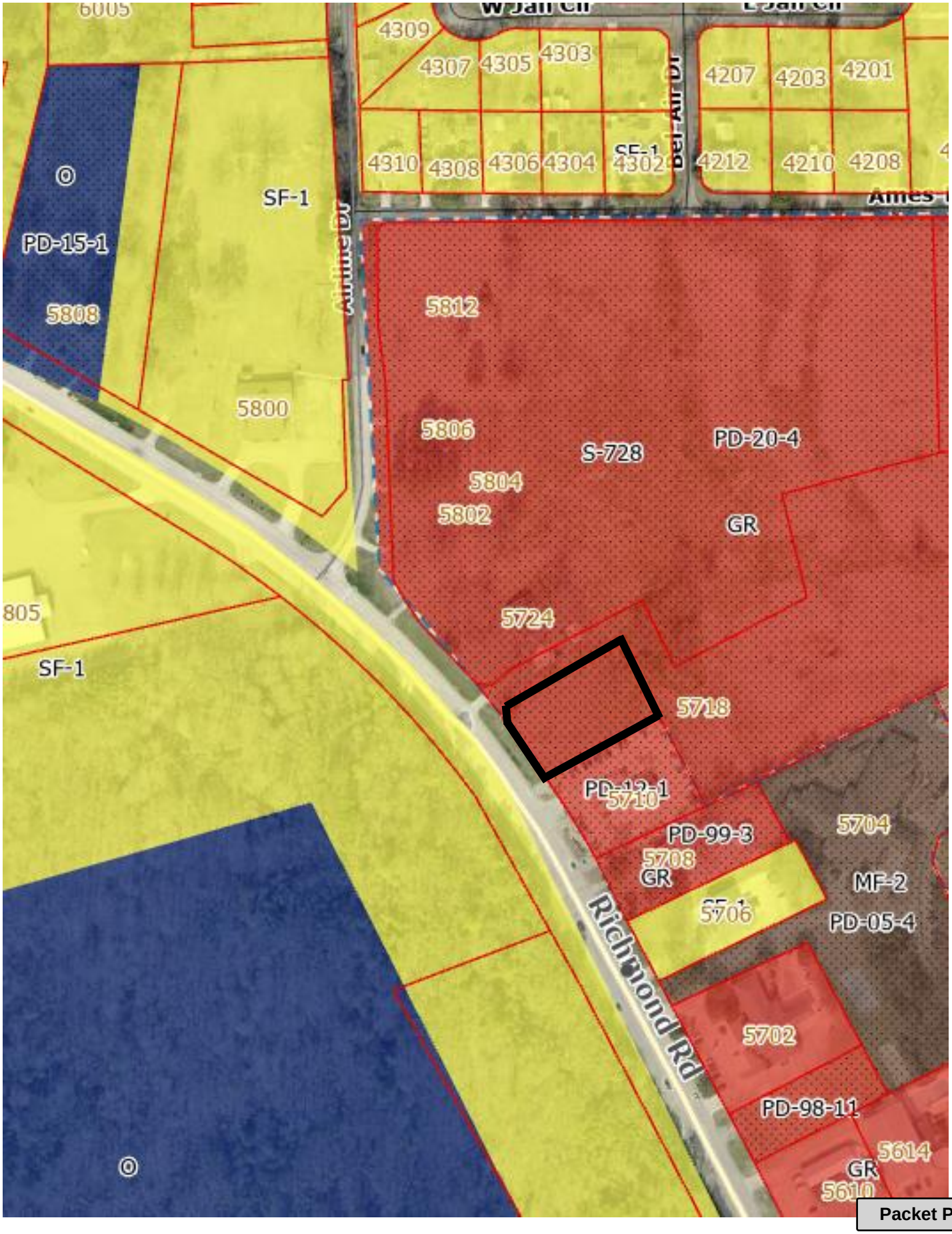
No. | Revision/Description | Date

Attachment: 2023-067 EXH 'A' (Site Plan) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

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Tue Apr 11, 2023 5:09PM

2023-067 ATTH 01
Amendment to PD-20-4

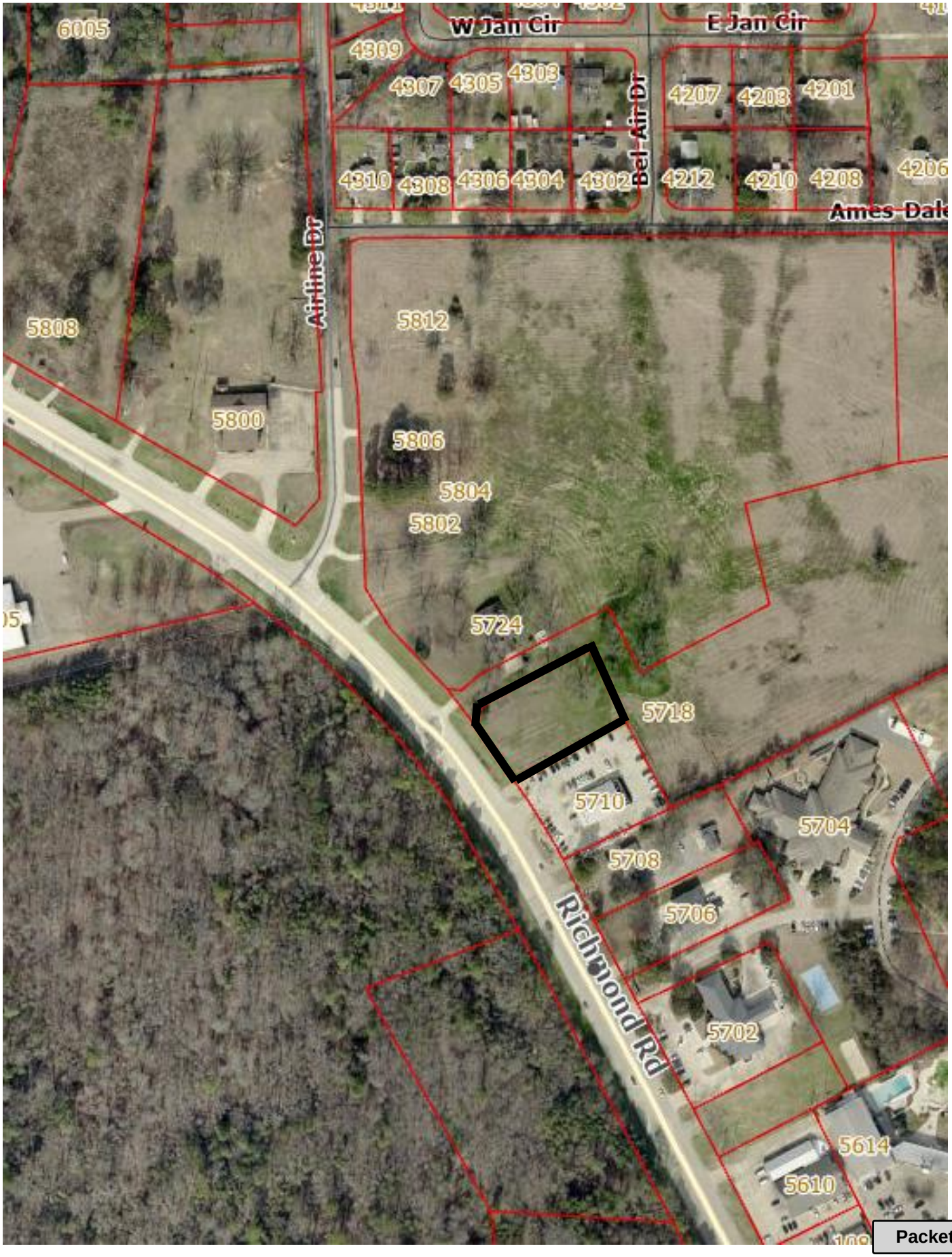
5714 Richmond Road



Attachment: 2023-067 ATTH 01 (Maps) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

2023-067 ATTH 01
Amendment to PD-20-4

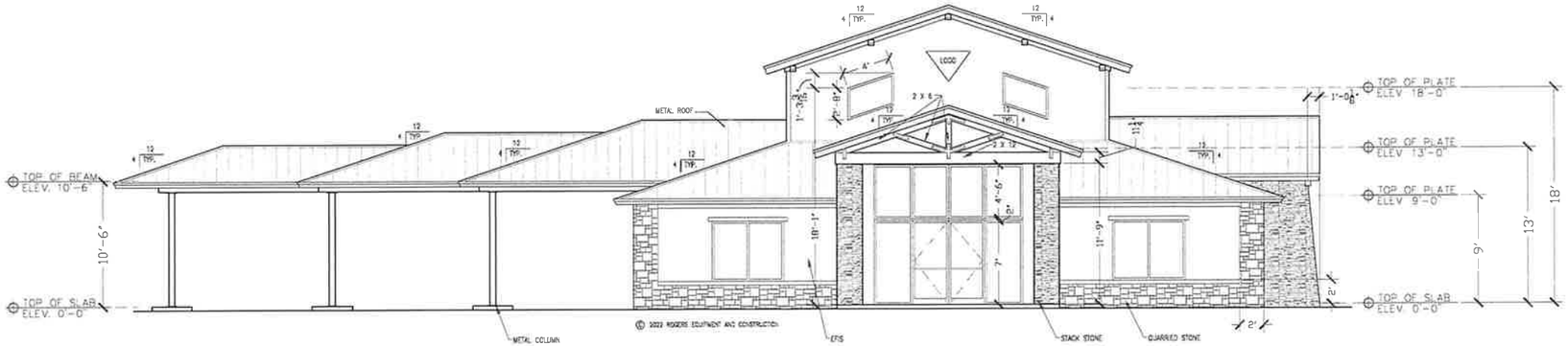
5714 Richmond Road



Attachment: 2023-067 ATTH 01 (Maps) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

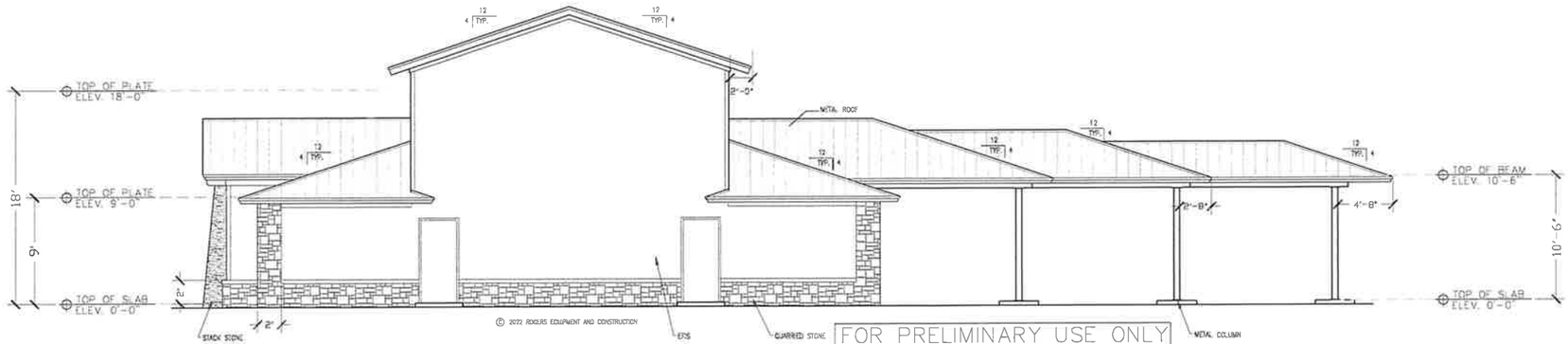
2023-067 ATTH 02

Amendment to PD-20-4 (GR)



FRONT ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION



REAR ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION

General Notes

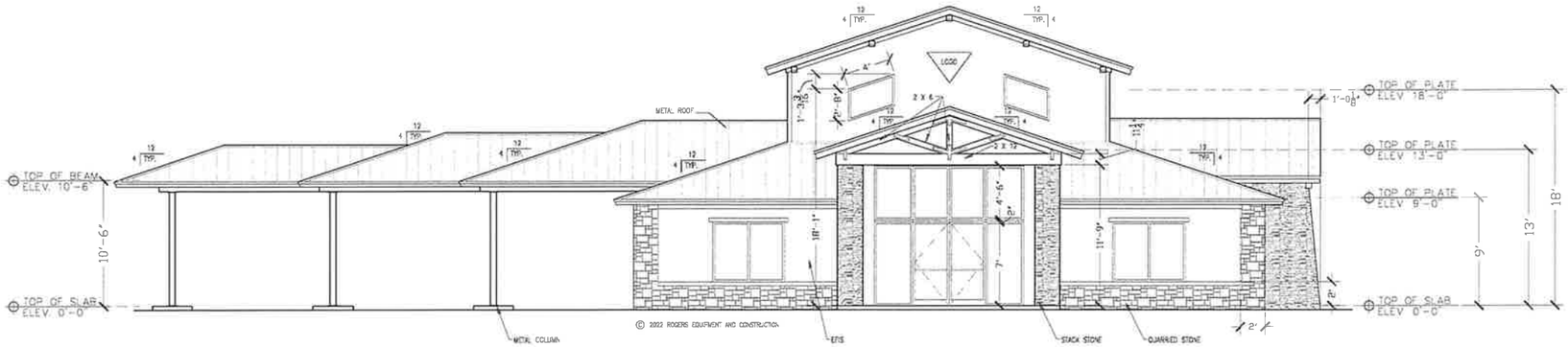
No.	Revision/Issue	Date

Firm Name and Address
ROGERS Equipment & Construction
RESIDENTIAL AND COMMERCIAL CONTRACTOR
Mike Rogers Phone: 903-278-4244

Project Name and Address
DIAMOND BANK
TEXARKANA, TEXAS

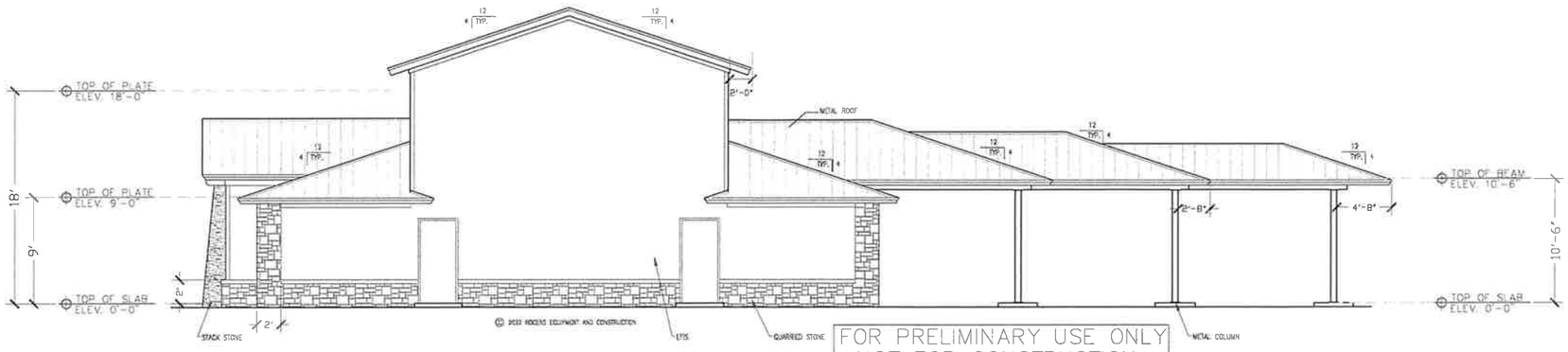
Project	Sheet
ELEVATIONS	A3
Date: 10/5/2022	
Scale: 3/16" = 1'	

Attachment: 2023-067 ATTH 02 (Elevations) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)



FRONT ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
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REAR ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
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General Notes

No.	Revision/Issue	Date

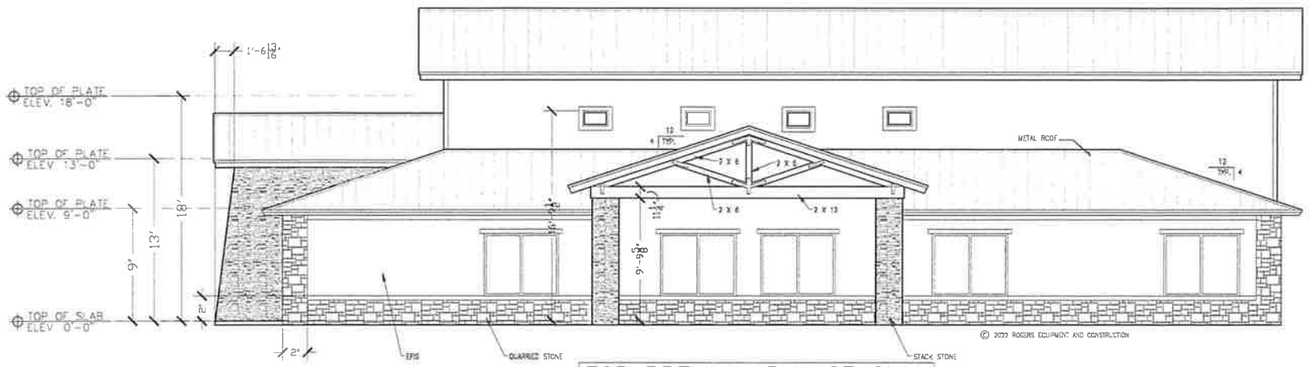
Firm Name and Address
ROGERS Equipment & Construction
RESIDENTIAL AND COMMERCIAL CONTRACTOR
Mike Rogers Phone: 903-278-4244

Project Name and Address
DIAMOND BANK
TEXARKANA, TEXAS

Project	Sheet
ELEVATIONS	A3
Date: 10/5/2022	
Scale: 3/16" = 1'	

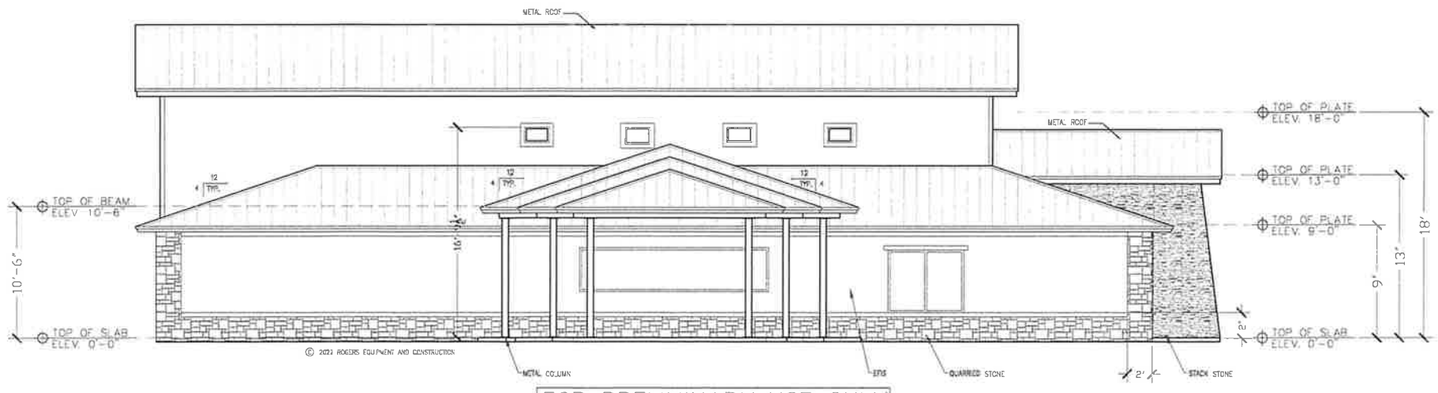
Attachment: 2023-067 ATTH 02 (Elevations) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

2023-067 ATTH 02
Amendment to PD-20-4 (GR)



RIGHT ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION



LEFT ELEVATION
SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION

General Notes

No.	Revision/Issue	Date

Firm Name and Address
ROGERS Equipment & Construction
RESIDENTIAL AND COMMERCIAL CONTRACTOR
Mike Rogers Phone: 903-278-4244

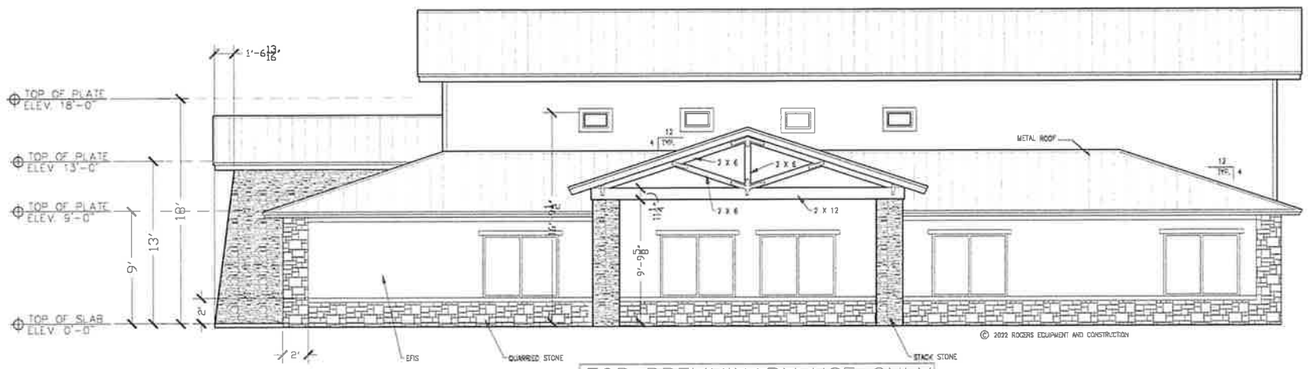
Project Name and Address
DIAMOND BANK
TEXARKANA, TEXAS

Project	Sheet
ELEVATIONS	A4
Date: 10/5/2022	
Scale: 3/16" = 1'	

Attachment: 2023-067 ATTH 02 (Elevations) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

2023-067 ATTH 02

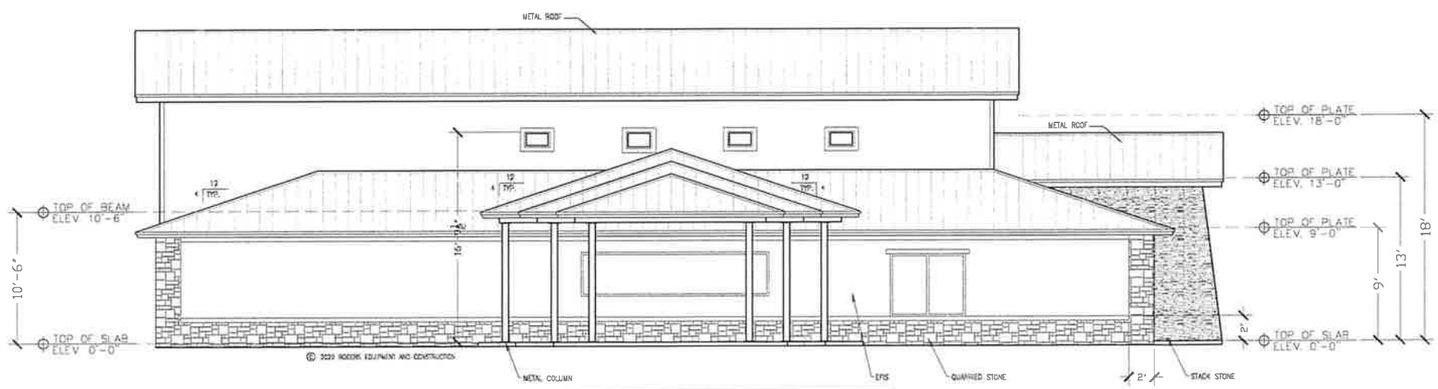
Amendment to PD-20-4 (GR)



RIGHT ELEVATION

SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION



LEFT ELEVATION

SCALE: 3/16" = 1'-0"

FOR PRELIMINARY USE ONLY
NOT FOR CONSTRUCTION

General Notes

No.	Revision/Issue	Date

Firm Name and Address

ROGERS Equipment & Construction

RESIDENTIAL AND COMMERCIAL CONTRACTOR

Mike Rogers Phone: 903-278-4244

Project Name and Address

DIAMOND BANK
TEXARKANA, TEXAS

Project	Sheet
ELEVATIONS	A4
Date: 10/5/2022	
Scale: 3/16" = 1'	

Attachment: 2023-067 ATTH 02 (Elevations) (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

City of Texarkana, Texas

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

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

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

Attachment: 2023-067 Goals & Perspectives (4009 : 2023-067 ORD Amendment to PD-20-4 (GR) site plan approval at 5714 Richmond Rd)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/21/2023 9:13 AM

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

Subject: Resolution No. 2023-046 authorizing use of additional EPA cleanup funds to any person or entity allying with Texarkana Grim Housing Partners, LP for the Hotel Grim project, and authorizing the City Manager to execute any and all loan documents or other documents necessary for the project.

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

Item Schedule

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

Updates/History of Briefing:

Resolution 2015-080 – Resolution Authorizing Support for the Hotel Grim Redevelopment
Resolution 2017-024 – Amending the CDBG 2013-2017 Five Year Consolidated Action Plan and the 2016 Annual Action Plan
Resolution 2017-025 – Approving Acceptance of HUD Section 108 Loan Guarantee Assistance
Resolution 2017-068 – Authorizing CM to enter into loan agreements for Hotel Grim Lofts

Executive Summary and Background Information:

The project includes restoration and redevelopment of the historic Hotel Grim built in 1925 originally as an eight-story hotel. The building contains 103,200 square feet and when built, was the second tallest structure in Texarkana. The iconic building is strategically located on State Line Avenue on the Texas and Arkansas border. The proposed project will preserve the historic elements of the building while completely updating the property.

The historic hotel is well on its way to completion with community meeting space and residential apartments on the first level and residential apartment units throughout the remaining floors. The final plans created 93 residential apartments for low to moderate income individuals. Many sources of financing have been used for this project including a HUD 108 Loan, federal and state historic tax credits, an EPA Brownfields assessments, EPA Brownfields cleanup loan, and conventional debt. The original $650,000 EPA Brownfields cleanup loan covered part of interior abatement of asbestos and lead-based paint.

Significant cost overruns in both environmental cleanup and redevelopment have made it necessary for the developers to seek additional funding sources. Any cleanup cost not covered in the original $650,000 loan are eligible expenses for an additional loan. The City has $516,500 available for cleanup loans in our 2012 EPA Brownfields Revolving Loan Fund (RLF) that is designed to help facilitate redevelopment of properties that would not be feasible without this gap funding. The cooperative agreement for our 2012 EPA RLF grant ends

September 30, 2023, and this loan will give us the ability to close that grant by September 30th with all funds expended.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The funds being used for this loan are EPA Brownfields grant funds. The only general fund expenses will be legal fees needed for the closing of the loan, which can be contributed to the City's Match obligation on this grant.

Staff Recommendation:

Staff Recommends Approval

Advisory Board/Committee Review:

Revolving Loan Fund Committee

Board/Committee Recommendation:

The Revolving Loan Fund Committee voted unanimously to recommend approval of this loan.

Advisory Board/Committee Meeting Date and Minutes:

April 18, 2023

Attachments

a. 2023-046 RES Authorizing CM to Enter Into Loan Agrmt with Tex Grim Hsg Prtn LP (DOCX)
b. 2023-046 ATTH 01 Minutes RLF Committee 041823 (PDF)
c. 2023-046 Goals & Perspectives (DOCX)
d. 2023-046 ATTH 2 Loan Agreement (DOCX)
e. 2023-046 ATTH 3 Promissory Note (DOCX)
f. 2023-046 ATTH 4 Security Agreement (DOCX)

Staff Coordination

City Attorney	Jeffery C. Lewis	Department Head Review	Completed	04/20/2023 3:49 PM
Finance Department	Kristin Peeples	Finance Review	Completed	04/20/2023 5:08 PM
City Manager	David Orr	City Manager Review	Completed	04/21/2023 12:06 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

RESOLUTION NO. 2023-046

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING USE OF ADDITIONAL EPA GRANT FUNDS FOR ENVIRONMENTAL ABATEMENT AND MONITORING COST AS PART OF THE TEXARKANA GRIM HOUSING PARTNERS, LP REDEVELOPMENT PROJECT FOR THE FORMER HOTEL GRIM PROPERTY; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL LOAN DOCUMENTS OR OTHER DOCUMENTS NECESSARY FOR THE ENVIRONMENTAL ABATEMENT AND MONITORING COST OF THIS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2015-080, the City Council approved and stated its support of the Hotel Grim redevelopment; and

WHEREAS, EPA Brownfields Revolving Loan Funds are available in the City's 2012 EPA Brownfields RLF grant, specifically for eligible environmental abatement activities; and

WHEREAS, City staff and the RLF Loan Committee approved by unanimous vote EPA Brownfields Revolving Loan Fund loan(s) up to $516,500 for environmental abatement cost at the Hotel Grim; and

WHEREAS, the City Council intends by this resolution to approve the use of EPA grant funds for environmental abatement and monitoring cost on the project, with stipulations recommended by staff and the RLF Loan Committee, and to authorize the City Manager to execute any and all additional loan documents or other documents necessary for environmental abatement and monitoring cost of the project site to Texarkana Grim Housing Partners, LP, and/or any person or entity allying with Texarkana Grim Housing Partners, LP for the project.

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

SECTION 1: The City Council approves the use of EPA grant funds, as recommended by city staff and the RLF Loan Committee, for a loan to Texarkana Grim Housing Partners, LP for environmental abatement and monitoring cost associated with the Hotel Grim Project utilizing 2012 EPA Brownfields Revolving Loan Funds for a loan(s) up to $516,500.

SECTION 2: The City Council authorizes the City Manager to execute any and all loan documents or other documents necessary to Texarkana Grim Housing Partners, LP, and/or any person or entity allying with Texarkana Grim Housing Partners, LP for the environmental abatement and monitoring of the project sites as approved in Section 1 of this Resolution.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2023-046 RES Authorizing CM to Enter Into Loan Agrmt with Tex Grim Hsg Prtn LP (3982 : 2023-046 RES authorizing CM to Enter

2023-046 ATTH 01

City of Texarkana, Texas Revolving Loan Program

RLF Committee Meeting

April 18, 2023, 1:00 p.m.

Zoom Meeting

https://us06web.zoom.us/j/83933947960?pwd=WVVPTks2blZ5NDUwUW1ZSFV2d3ZEdz09

Meeting ID: 839 3394 7960

Passcode: 325359

Members Present:

Phillip Mobley

Mike Malone Diane

Martin Kayla Wood

Jerry Sparks

Attendees:

Jon Atlas, Cohen-Esrey

Tim Minson, Cohen-Esrey

Jack Brenton, Choe- Esrey

City Representatives:

Vashil Fernandez

Kristen Peeples

Daphnea Ryan

Jo Thomason

The City of Texarkana, Texas Revolving Loan Fund Committee met to discuss one loan application from Texarkana Grim Housing Partners, LP. Vashil Fernandez, Director of Planning and Community Development provided an overview of the application intended to recoup environmental cleanup costs that exceeded original cost estimates and were not paid by the original loan to Texarkana Grim Housing Partners, LP for the Hotel Grim project.

Jon Atlas, Tim Minson and Jack Brenton of developer Cohen-Esrey was present, provided an overview of the application, overall project, provided detailed information on unexpected costs throughout the project, and answered questions from the Committee.

The Committee discussed the loan request, interest rate, other funding sources, and the applicant's proforma. After full discussion, Diane Martin made a motion to approve the loan at 1% above the current ten-year treasury rate, with interest only for the first two years, then interest and principal in years three through twenty-seven, with any balance of principal and interest being due and payable upon the sale or refinance of the project. The motion was seconded by Jerry Sparks and passed by unanimous vote.

Meeting adjourned at 1:50 p.m.

Attachment: 2023-046 ATTH 01 Minutes RLF Committee 041823 (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana

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: 2023-046 Goals & Perspectives (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

BROWNFIELD REVOLVING LOAN FUND
LOAN AGREEMENT
BETWEEN THE CITY OF TEXARKANA AND
TEXARKANA GRIM HOUSING PARTNERS LP

I. PARTIES

THIS AGREEMENT is made and entered into on the ____ day of _____, 2023, by and between Texarkana Grim Housing Partners LP, hereinafter referred to as the "BORROWER," and the City of Texarkana, Texas, hereinafter referred to as "LENDER."

II. DEFINITIONS

Property – The real property located in the City of Texarkana, Texas at 301 N. Stateline Avenue, the "Hotel Grim" building and site, legally described in Attachment A.

Project– The remediation of petroleum products and hazardous substances, including petroleum and metal contaminants in soil, and asbestos and lead based paint in the building, from the Property in accord with the selected Cleanup Plan.

Cleanup Plan - Voluntary Cleanup Program Response Action Plan (RAP), Corrective Action Plan (CAP), or another LENDER and Agency approved cleanup plan.

Borrower – Texarkana Grim Housing Partners LP, 1611 N Robison Road, Texarkana, Texas 75501.

Agency–The Texas Commission of Environmental Quality (TCEQ) Voluntary Cleanup Program (VCP), the Texas Department of State Health Services, or other State or Federal Agency providing remediation oversight in cooperation with the City of Texarkana.

Contractor – The general contractor for remediation or other contractors hired by the Borrower.

Consultant – The environmental consultant hired by the Lender.

CERCLA– Comprehensive, Environmental Response Compensation and Liability Act, Brownfields Revitalization Act (CERCLA 42 U.S.C. § 9601–9675).

BRLF– The City of Texarkana Brownfields Revolving Loan Fund (per Cooperative Agreement No BF00F-62501 between the City of Texarkana and the United States Environmental Protection Agency (USEPA)).

Eligible Expenses – Expenses paid or incurred by the Borrower to complete the Project, but only to the extent such expenses are deemed eligible for reimbursement/disbursement from the Revolving Loan Fund under applicable EPA guidance, agreements, rules, and regulations. Eligible Expenses are discussed in Attachment B and Attachment G.

ABCA – Analysis of Brownfields Cleanup Alternatives.

QAPP – Quality Assurance Project Plan.

III. REPRESENTATIONS AND WARRANTIES

WHEREAS, the LENDER is the recipient of a USEPA grant to establish a Brownfields Revolving Loan Fund (BRLF) and is authorized to make certain loans from these funds (Loan Fund) pursuant to the Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k), and as a condition of awarding the Grants, the USEPA has placed requirements on the use of the Grants as documented in Cooperative Agreement numbered BF00F-62501; and

WHEREAS, the LENDER is responsible for the proper expenditure of loan funds; and

WHEREAS, BRLF funds are to be used to undertake cleanup of Brownfields sites by making loans to parties willing to undertake cleanup of these sites; and

WHEREAS, the BORROWER will lease during the life of this Loan Agreement by way of ground lease, the Property and will own the improvements thereon; and

WHEREAS, the Property is contaminated with petroleum and hazardous substances, including asbestos and lead based paint, as defined by CERCLA; and

WHEREAS, the Project will be undertaken by Contractor and overseen by Consultant selected by the City; and

WHEREAS, the Property is not listed, or proposed for listing on the National Priorities List of the EPA; is not subject to a unilateral administrative order, a court order, an administrative order on consent or judicial consent decree issues or entered into by parties under CERCLA; is not subject to jurisdiction, custody, or control by the United States government; and

WHEREAS, LENDER has determined in accordance with relevant USEPA grant requirements that the BORROWER is not potentially liable under section 107 of CERCLA for response costs as the site and that the BORROWER has not caused, contributed to, permitted or exacerbated the release of hazardous substances, pollutants or contaminants on, or emanating from the property, and continues to meet its continuing obligations and exercise appropriate care with respect to hazardous substances found at the Property;

WHEREAS, EPA has determined that the Property is eligible for BRLF funds; and,

WHEREAS, the BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Property nor is the BORROWER, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this Federal program or from the receipt of these funds.

IV. CERTIFICATIONS

NOW THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. The BORROWER agrees to carry out the Project and shall use Loan Funds only for eligible activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the following: CERCLA § 104 (k); the Uniform Administrative Requirements of Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); all applicable cross-cutting requirements, including those federal requirements agreed between the USEPA and the City

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

defined by the Cooperative Agreement Number (B F-00E45801), OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act, Historic Preservation Act, Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327333), the Anti-Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250; including the applicable laws and regulations set forth on the attached Attachment G incorporated herein.

2. The BORROWER shall ensure that the cleanup is protective of human health and the environment is in accordance with EPA, TCEQ and all other applicable regulations. The LENDER may change cleanup activities as necessary based on comments from the public or new information acquired.
3. The BORROWER agrees to assist the LENDER in conducting Community Involvement activities, which may include providing documents for the Community Involvement Plan, and attending public meetings at the LENDER's request.
4. The BORROWER understands and agrees that all Loan Funds provided by the LENDER shall be used to clean up the Property and that Loan Funds shall not be used for the payment of any cost or expense related to site assessments, except for confirmation testing and sampling in conjunction with cleanup of the site, nor for building demolition, site improvements or infrastructure unless such activities are approved and necessary to conduct the Agency approved Cleanup Plan. See Attachment B of this Loan Agreement for a list of eligible and ineligible costs and activities.
5. The BORROWER agrees to enter into and conduct cleanup activities in a manner protective of human health and the environment as approved and/or required by the LENDER.
6. The BORROWER agrees to perform the Project in accordance with the selected Cleanup Plan after consideration of public comment on an Analysis of Brownfields Cleanup Alternatives (ABCA).
7. The BORROWER agrees to prepare the following Project Documents, as requested: a Cleanup Plan with detailed design and construction activities, a Project Budget and Work Schedule, a Quality Assurance Project Plan (QAPP) setting forth the manner and method of collecting samples, Project Completion Reports as required, and submitted same to the LENDER and the Agency Project Manager, for approval.
8. All changes or modifications to the Project Documents, Work Plan, Budget and/or Work Schedule initiated by the BORROWER shall be approved in writing by the Agency and LENDER and concurred by USEPA as appropriate, prior to such change or modification becoming effective. All additional costs incurred as a result of any such change orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the Project implementation, the LENDER reserves the right to revise the Project Documents.
9. The BORROWER agrees to submit a Health and Safety Plan in accordance with Occupational Safety and Health Administration (OSHA), 29 CFR 1910.120, to the LENDER for review with the Project Documents.
10. Site security will be provided by the Contractor(s). The BORROWER agrees to allow the Lender to erect a sign on the Property stating that the Project is being financed in part by

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

U.S. EPA RLF Funds, and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected criminal activities.

11. The BORROWER shall carry out (and cause Contractor and any subcontractor employed in connection with the Project to carry out) the Project in accordance with the Davis Bacon Act of 1931 (CERCLA 104(g) (1), 40 U.S.C. 276a to 276a-5 and 42 U.S.C. 3222 as set forth in CERCLA 104(g)). Compliance with the Davis Bacon Act requires payment of federal prevailing wage rates. Contractor must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
12. The BORROWER shall document how funds are used. Separate records will be maintained for costs incurred for petroleum-contaminated and hazardous substance-contaminated areas.
13. The BORROWER further understands and agrees that any and all work performed on the Property for which Loan Funds are used and the receipt of any Loan Funds under this Loan Agreement is conditioned upon the BORROWER's full compliance with the Project Documents and this Loan Agreement.
14. The BORROWER agrees to conduct all procurement transactions, to the maximum extent practical, in a manner that provides for open and free competition. The BORROWER agrees to award solicitations that are the most advantageous based on price, quality, and other factors considered in the bid specifications.
15. The BORROWER has supplied the LENDER with a redevelopment plan for the property.
16. [Intentionally left blank.]
17. The BORROWER acknowledges and agrees that Cooperative Agreement No. BF00F-62501 between the LENDER and the USEPA is the source of BRLF Loan Capital and regulates the use of loan funds. The BORROWER further agrees to comply with the terms and conditions (Attachment G) of the Cooperative Agreement as stipulated in this Loan Agreement.

V. LOAN TERMS AND CONDITIONS

18. **Loan Period**. The period of the loan shall be from the date of Borrower's first draw of funds from the loan proceeds ("LOAN AGREEMENT DATE") and extend for a period of THREE HUNDRED AND TWENTY-FOUR (324) MONTHS (27 years) ("LOAN END DATE"), unless terminated or ended sooner under the terms of this Agreement.
19. **Loan Amount and Rate**. Subject to the terms and conditions of this Loan Agreement, the LENDER agrees to lend to the BORROWER the principal sum of FIVE HUNDRED SIXTEEN THOUSAND AND FIVE HUNDRED Dollars ($516,500). The interest rate of the loan shall utilize the 10-year Treasury Rate, currently 3.6%, plus 1%, for an interest rate of 4.6% adjustable every 5 years, as a non-assumable loan.
20. **Origination Fee and Closing Costs**. The BORROWER shall pay origination fees in the amount of zero percent (0%) of the principal amount, not to exceed $-0-. The BORROWER shall pay all costs necessary to close the loan, including but not limited to, recording fees, title fees, and legal fees.
21. **Promissory Note**. The BORROWER's obligation to repay the Loan Proceeds shall be

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

evidenced by the **Loan Promissory Note as included in Attachment C** and incorporated herein. The BORROWER shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the LENDER.

22. **Project Cost Share**. The BORROWER agrees that the Project Budget shall reflect at least twenty percent (20%) of Project Costs attributed as cost share funds, which may be in the form of a contribution of money, labor, material, or services from a non-federal source to be spent for eligible project costs.

23. **Disbursement**. The Loan Funds shall be payable to the BORROWER as reimbursement for eligible activities incurred.

24. **Retainage**. The LENDER may withhold up to ten percent (10%) of each payment requested as a retainage until any Agency or Lender required closure reports are received and approved by the Agency.

25. **Repayment**. The BORROWER may elect to repay the loan prior to the loan due date without prepayment penalty. Payments of interest only shall be due and payable for the first two (2) years of the loan, commencing on the first day of the month following the first disbursement as described above, and continuing on the first day of each month thereafter until the expiration of two (2) years. Thereafter, commencing on the first day of the month after the expiration of the two (2) year interest only term and continuing for a term of twenty-five (25) years, monthly payments of principal and interest shall be due and payable in the amount of Two Thousand Nine Hundred and No/Dollars **($2,900.00)** per month, except that the final payment shall be for the final balance of principal and interest due whether more or less than the monthly payment. **In the event site ownership is transferred prior to the full payment of the outstanding principal and interest remaining, the outstanding balance shall be paid in full within ten (10) days of such transfer.**

VI. CONDITIONS PRECEDENT TO LOAN

26. **Closing.** The Closing of this Loan shall be subject to:
    A. The LENDER's receipt of a property appraisal from the BORROWER satisfactory to the LENDER.
    B. Written authorization in the form of a resolution, if a corporation, authorizing the loan to the BORROWER and authorizing BORROWER's representative to execute the loan documents on behalf of the BORROWER.
    C. Evidence by the BORROWER that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property, except those liens accepted by the LENDER.
    D. BORROWER acknowledges that title insurance in an amount equal to the obligation has been provided at the expense of the BORROWER.
    E. Evidence of insurance coverage as set forth in Attachment D in addition to environmental insurance such as Contractor Pollution Liability or Pollution Incident and Environmental Response Policies, incorporated herein in coverage limits acceptable to Lender. All insurance coverage required by this section shall remain in full force and

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

effect during the term of this Loan Agreement, and LENDER will be included as an additional insured/payee.

F. Identification of the BORROWER's contractor(s) and subcontractor(s) for the Project.

G. The LENDER's receipt of Project cost breakdown based upon estimates and prices supplied by the BORROWER's contractor(s) and subcontractor(s).

H. Borrower acknowledges and agrees that all funds, under this Loan Agreement, shall be expended prior to disbursal of any sub-grant funds.

27. **Security**. As security for the BORROWER's indebtedness to the LENDER, the BORROWER shall grant to the LENDER the security as particularly described in the attached Guarantee and/or Security Agreement as attached hereto in Attachment D, incorporated herein:

VII. COVENANTS OF BORROWER

28. **Performance**. All Project work performed pursuant to this Loan Agreement and with LENDER Funds shall be performed by a qualified, contractor consistent with good practices and industry standards, and licensed by applicable federal/state/county/city agencies to perform such services.

29. **Contracts**. The BORROWER shall provide the LENDER with copies of all bids and contracts for all work required under the Cleanup Plan.

30. **Project Changes**. All changes or modification to the Project or the Project Documents initiated by the BORROWER shall be approved in writing by the Agency Project Manager and the LENDER prior to such change or modification becoming effective. All additional costs incurred as the result of Change Orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the project implementation, the LENDER reserves the right to revise the Cleanup Plan and Project Documents.

31. **Administrative Cost Prohibition**. BORROWER is prohibited from using Loan Funds for administrative costs. Administrative costs include BORROWER loan administration, overhead, and all indirect costs not directly related to the cleanup, including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges for loan administration and overhead costs. Prohibited administrative costs are included in this Loan Agreement as described in Attachment G, incorporated herein. (See also applicable OMB Circular A-122 listed in http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html).

32. **Permits, licenses, inspections**. The BORROWER and/or the contractor shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by Federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Loan Agreement that may not be an eligible expense for reimbursement under the terms of the BCRLF.

33. **Site Access**. The BORROWER agrees to provide the LENDER or LENDER's representatives and the Agency Project Manager access to the site from date of execution of this Loan Agreement to completion of all cleanup actions. In the event BORROWER does not complete the cleanup, the LENDER will access the site, ensure that the site is secure

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

and poses no immediate threat to human health and the environment, and notify EPA and TCEQ.

34. **Project Completion**. The BORROWER agrees to:

    A. Complete all work in a timely manner in accordance with the Project Documents and Approved Budget unless otherwise approved in writing by the LENDER.

    B. Provide documents and other technical reports relative to the cleanup to the LENDER and Agency Project Manager to confirm completion of and closeout of the cleanup action. The final closeout report shall document completed cleanup goals in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems encountered if any cleanup goals achieved, acreage cleaned up, challenges encountered within two months of project completion

    C. Perform all of its obligations and agreements under this Loan Agreement, the Note and the Deed of Trust securing same, and any other agreements or instruments to which the BORROWER is a party and which relate to this Loan or to the Project.

    D. The BORROWER agrees that it shall obtain a "Certification of Completion" from the TCEQ for the Property and submit a copy to the LENDER prior to final closeout of the project.

    E. The BORROWER agrees to submit annual Financial Status reports to the LENDER during the project, as well as a final Financial Status Report within 90 days of project completion, using such form(s) as designated by LENDER.

35. **Indemnification**. Throughout the term of this Loan Agreement, the BORROWER agrees to protect, indemnify, defend and hold harmless, the LENDER, its officers, administrators, agents, servants, employees, Agency Project Manager, local partners and all other persons or legal entitles to whom the LENDER may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the BORROWER as provided herein and caused in whole or in part by any act, error, or omission of the BORROWER, its agents, servants, employees or assigns.

36. **Signage**. The BORROWER agrees to erect a sign(s) on the Property stating that the project is being financed in part by a USEPA Brownfields Loan and in cooperation with the City of Texarkana and the TCEQ. Associated required signage must include contact for obtaining information on activities being conducted at the site and for reporting suspected criminal activities, Davis-Bacon Compliance, and violation of Health & Safety rules. Any sign(s) erected on the Project Site shall comply with all requirements of the state and local law applicable to on premise outdoor advertising.

37. **Waste**. The BORROWER shall not demolish any part of the buildings or structures located on the Property or commit any waste except as provided in the Project Documents without the prior written consent of the LENDER.

38. **Waivers**. Any forbearance by the LENDER with respect to any of the terms and conditions

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

of this Loan Agreement or the Promissory Note shall in no way constitute a waiver of any of the LENDER's rights or privileges granted hereunder.

VIII. EVENTS OF DEFAULT

39. The BORROWER shall be deemed to be in default under this Loan Agreement upon the occurrence of any or more of the following events:

A. **Assignment**. The BORROWER assigns this Loan Agreement or any Loan Funds advanced hereunder or any interest herein to a third party, or, if the Property or any interest therein is conveyed, assigned or otherwise transferred without the prior written consent of the LENDER;

B. **False Warranty.** Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Loan Agreement or the Loan Documents shall prove to be false in any material respect;

C. **Repayment.** The BORROWER fails to pay any principal amount, fee or interest on the indebtedness to the LENDER after the same shall become due and payable and such failure continues beyond ten (10) business days;

D. **Failure to Perform.** The BORROWER defaults by failing to perform a term or condition of this Loan Agreement, and fails to correct the default within a period of time specified in a written default notice sent by certified mail, return receipt requested, from the LENDER to the BORROWER. The LENDER may at its discretion extend the time period for correction of the default;

E. **Bankruptcy.** Any proceeding involving the BORROWER or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state are instituted.

F. **Receivership.** An order, judgment or decree is entered, without the application, approval or consent of the BORROWER, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the BORROWER of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

In event of default or the BORROWER does not complete the cleanup, the LENDER will access the site, ensure that the site is secure and poses no immediate threat to human health and the environment, and notify the USEPA and the Agency Project Manager. In this event, the LENDER may: (a) terminate the Loan Agreement; (b) increase the interest rate to ten (10) percent and make the entire outstanding principal and interest immediately due and payable; and (c) institute an action to recover damages against the BORROWER to the full extent of the law. The BORROWER hereby expressly waives any presentment, demand, protest, or notice of any kind.

IX. REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

40. **Reporting**. The BORROWER agrees to provide quarterly updates per EPA requirements,

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

and any other reports as required by the EPA or lender in a form provided by the LENDER beginning on the 15th day of the month of the first calendar quarter after the Closing Date, and, on the same date every thereafter until the completion of the Project. The report shall contain quantitative and qualitative information related to the progress or completion of the Project and the budget; the progress and completion of the associated development, the numbers of low income housing units created and public improvements resulting from the development; the amount of property taxes paid on the site, and other information as required by the LENDER.

41. **Records Retention**. The BORROWER agrees to prepare financial and programmatic records pertaining to all matters relative to this Loan Agreement in accordance with generally accepted accounting principles and procedures and to retain all project environmental records and supporting documentation for a minimum of three (3) years following completion of the cleanup, or upon repayment of the loan made through this Loan Agreement, or three (3) years from the making of this record, whichever occurs last. The BORROWER shall obtain written approval from the LENDER prior to destroying any records, except records subject to audit findings shall be retained an additional three (3) years after such findings have been resolved. The LENDER may require in writing that particular records be retained by the BORROWER beyond the above period(s). The Borrower shall allow the Lender to access records relating to the loan to authorized representatives of the Federal Government.

42. **Financial Information Reporting**. The BORROWER's accounting system or financial reporting system shall:

    A. Track the use of Loan Proceeds by eligible site-specific Project Costs.

    B. Identify the expenditure of Loan Proceeds and all matching funds for the cleanup portion of the Project and for the associated development project.

    C. Maintain financial and Project records that segregate expenditures based on federal or non- federal sources of funds.

    D. Submit annual financial statement information in a form acceptable to the LENDER.

43. **Project Information**. The BORROWER agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents sufficient to evidence in proper detail the nature and propriety of the cleanup and expenditures of Loan Proceeds.

44. **Monitoring/Audit**. The BORROWER agrees to permit the LENDER or its designated representative(s) to inspect and/or audit its records and books relative to this Loan Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information the LENDER desires relevant to this Loan Agreement. Except in the case of an emergency, the LENDER shall endeavor to provide notice to the BORROWER prior to the execution of this provision.

    Or, upon request of the LENDER, and at no cost to LENDER, the BORROWER agrees to deliver the records or have the records delivered to the LENDER or its designated representative at an address designated by such party. If the LENDER or its representative finds that the records delivered by the BORROWER are incomplete, the BORROWER agrees to pay the LENDER or its representative's costs (including but not limited to,

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

payment for time expended, payment of copy costs, and reimbursement for travel expenses to the BORROWER'S office or other location where the books or records are located) to audit or retrieve the complete records. In addition, the BORROWER agrees that Loan-related documents are subject to records access provisions of 40 CFR Parts 30 and 31 as applicable. In addition, the USEPA and authorized representatives of the Comptroller General shall have access to all loan-related documents. The LENDER shall provide notice to the BORROWER prior to execution of this provision.

X. MISCELLANEOUS

45. **Assignment**. The BORROWER shall not assign or attempt to assign directly or indirectly any of its rights under this Loan Agreement, or under any instrument referred to herein, without the prior written consent of the LENDER. The BORROWER shall not assign all or any portion of the Property made the subject of this Loan Agreement without the prior written consent of the LENDER.

46. **Parties to Contract**. The provisions of this Loan Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Loan Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.

47. **Amendments**. All amendments to this Loan Agreement shall be in writing and signed by both parties hereto, and may not be supplemented or amended through the introduction of parol evidence.

48. **Performance**. It is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Loan Agreement, if such failure is attributable to an act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Loan Agreement however, the BORROWER shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.

49. **Failure of Parties**. No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

50. **Representatives**. All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Loan Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, return receipt requested, on the day mailed to the parties as follows:

TO THE LENDER:
City of Texarkana
Planning and Community Development

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

P.O. Box 1967
220 Texas Blvd., 4th Floor
Texarkana, Texas 75504

TO THE BORROWER:
Texarkana Grim Housing Partners LP
1611 N Robison Road
Texarkana, Texas 75501

Or, to such other address as a party may subsequently specify in writing to the other party.

51. This Loan Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Loan Agreement and shall continue in full force and effect so long as the Loan Obligation is outstanding and unpaid.

52. If any provision or item of this Loan Agreement is held invalid, such invalidity shall not affect other provisions or items of this Loan Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Loan Agreement are hereby declared severable.

53. Except for any exhibits, attachments, or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Loan Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.

54. The BORROWER understands and agrees that any use of the Property or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.

55. Except for applicable provisions of federal law and regulations, this Loan Agreement and any action brought under this Loan Agreement shall be governed by and constructed in accordance with the laws of the State of Texas and venue shall be in Bowie County, Texas.

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

IN WITNESS HEREOF, the undersigned representative of the BORROWER and of the LENDER certifies that he or she is fully authorized to enter into the terms and conditions of this Loan Agreement and to execute and legally bind such party to this document, as of the day and year first written above.

BORROWER:

Texarkana Grim Housing Partners LP

By: Texarkana Grim Housing Partners GP LLC,
its general partner

By: Premier Texarkana Development and Management
Facility Corporation, its sole member

By _____ _____
Antonio Williams, Secretary/CEO Date

LENDER:

City of Texarkana, Texas

By_____ _____
David Orr, City Manager

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

LIST OF ATTACHMENTS

ATTACHMENT A: Property Legal Descriptions

ATTACHMENT B: Eligible and Ineligible Costs and Activities

ATTACHMENT C: Promissory Note

ATTACHMENT D: Security Agreement

ATTACHMENT E: Consent the City of Texarkana To Guarantee

ATTACHMENT F: Collateral

ATTACHMENT G: EPA Revolving Loan Fund (RLF) Terms and Conditions

ATTACHMENT H: Request for Disbursement

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT A
Property Legal Descriptions

Hotel Grim

Site Address: 301 State Line North, Texarkana, TX

Bowie County Texas Assessor's Office: PIDN: 7935; Long Account Number 03840008900

Property Description: CITY/TRIGGS ADDN LOTS 7-12 GRIM HOTEL, 2972/009 12/14/98, BLK/TRACT 13, 0.89 ACRES

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Property Details

PIDN: 7935 Long Account Number: 03840008900

Owner Name	RIVERGATE PROP LLC
Mailing Address	803 PINE ST TEXARKANA , TX 75501-5111
Location	301 STATE LINE N
Legal	CITY/TRIGGS ADDN LOTS 7-12 GRIM HOTEL 2972/009 12/14/98 BLK/TRACT 13 0.89 ACRES

Total Market Value	$55,660
Previous Year Value	$55,660
Percent Change	0.00%
Total Assessed Value	$55,660
Improvement Value	$10
Land Value	$55,650
Agri Prod Value	$0
Timber Prod Value	$0
Restricted Product Value	$0

Data up to date as of Aug 29, 2016 including 2016 Certified values.

Property Map



Property Details

Exemptions	
Freeze Exempt	N
Agent Code	
Living Area (sqft)	0
Land Acres	0.890
State Code	F1
Neighborhood Code	3840
Neighborhood	CITY/TRIGGS ADDN
Abstract	0

Estimated Taxes

Code	Entity Name	Taxable Value	Rate Year	Tax Rate	Tax Amt
01B2	Bowie County	$55,660	2015	0.39917300	$222.18
02T2	Texarkana	$55,660	2015	0.66929300	$372.53
03T	Texarkana ISD	$55,660	2015	1.42500000	$793.16
04C	Texarkana Community College District	$55,660	2015	0.10526700	$58.59
				*Total Estimated Taxes	$1,446.46

Taxable values based on exemption:
None Current Homestead Over 65

Note: The Total Estimated Taxes are provided as a courtesy and should not be relied upon in making financial or other decisions.

Improvement Information

Description	SQFT	Year Built
NOCLAS	0	0

Segment Information

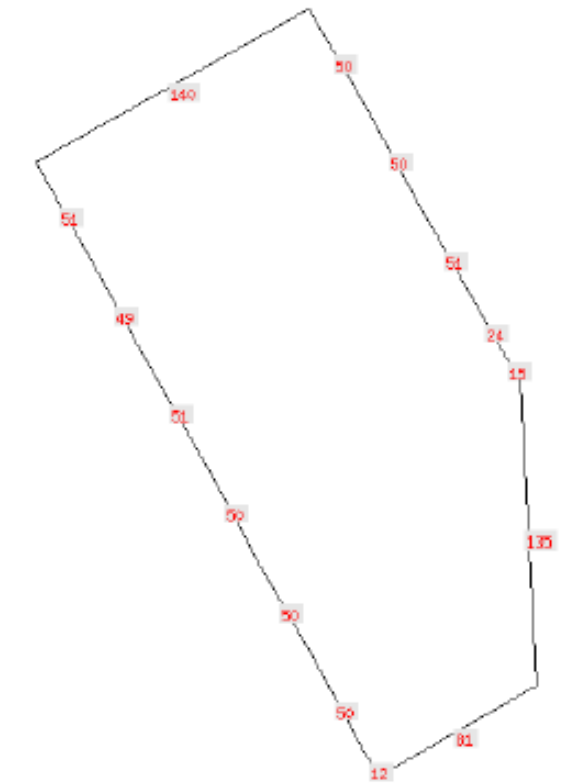
Imp ID	Seg ID	Description	Class	Area

Land Information

Land Seq	SPTB Code	Class	Homesite	Size	Size Unit
	F1	LSCM	N	37100.000	SQFT

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Land Sketch



Sketch Image Copyright 2018 TaxNetUSA, Inc. Rendered by DigiSketch.
Area: 46,940 sq. Ft. Not intended for legal or engineering use.

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT B
Eligible and Ineligible Costs and Activities

Costs incurred prior to the execution of a loan or subgrant could be eligible costs if they meet all the criteria of eligible costs listed below. These would include eligible costs incurred while conducting pre-award eligible activities necessary to satisfy VCP or RLF requirements. Such eligible costs could also be counted toward the 20% cost share required for the loan or subgrant award.

Borrowers may fund the following activities with BRLF cleanup funds:

1. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed
2. Developing a Quality Assurance Project Plan (QAPP) as required by Part 31 and Part 30 regulations. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 5, 2000;
3. Using a portion of a loan or subgrant to purchase environmental insurance for the site. The loan or subgrant may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section C, and;
4. Conducting the voluntary remediation work identified in a Texas Commission on Environmental Quality (TCEQ)-approved Response Action Plan (RAP) or Corrective Action Plan (CAP). The RAP and/or CAP will specify all activities necessary to complete a cleanup protective of human health and the environment, together with a cost estimate for conducting the work.

Following are examples of common *eligible* project costs if they are part of an approved VCP agreement. Such costs include, but are not limited to:

1. Installation of fences, warning signs, or other security or site control precautions;
2. Installation of drainage controls;
3. Stabilization of berms, dikes or impoundments; or drainage or closing of lagoons;
4. Capping of contaminated soils;
5. Using chemicals and other materials to retard the spread of the release or mitigate its effects;
6. Excavation, consolidation or removal of contaminated soils;
7. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants or contaminants, including petroleum;
8. Removal of source materials, including free product recovery;
9. Containment, treatment or disposal of hazardous materials and petroleum contamination;
10. Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
11. Limited site characterization activities that are reasonable, necessary and incidental to the cleanup process, such as sampling to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed; and

12. Costs associated with meeting public participation, worker health and safety, and programmatic management requirements.

Following are examples of known *ineligible* project costs. Such costs include, but are not limited to:

1. Environmental assessment activities including Phase I and Phase II Environmental Site Assessments
2. Monitoring and data collection for permit compliance required under other federal and state laws, unless such a permit is required as a component of the cleanup action;
3. Construction, demolition, and development activities that are not integral to the cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility);
4. Job training unrelated to performing a specific cleanup at a site covered by a loan or subgrant;
5. Payment of a penalty or fine;
6. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
7. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
8. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup;
9. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars; and,
10. Repairing or improving public or private drinking water supplies that have deteriorated through ordinary use.

Under CERCLA § 104(k)(4)(B), administrative costs are *prohibited* costs under this Loan Agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars incurred by the CAR and subgrantees.

Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement. Ineligible loan administration costs include expenses for:

1. Preparation of applications for loans and loan agreements;
2. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
3. Maintaining and operating financial management and personnel systems;
4. Preparing payment requests and handling payments; and
5. Audits.

Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:

1. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);
2. Facility costs such as depreciation, utilities, and rent on the borrower's administrative

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

offices;

3. Supplies and equipment not used directly for cleanup at the site;
4. Costs included by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls; and
5. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT C
Promissory Note

Date:_____

The undersigned Texarkana Grim Housing Partners LP ("Borrower") agrees to pay to The City of Texarkana ("Lender"), as follows:

1. **Promise to Pay**
For value received, Borrower promises to pay to LENDER the principal amount of FIVE HUNDRED AND SIXTEEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 ($516,500.00) plus interest on the principal at the rate of the 10-year Treasury Rate, currently 3.6% per annum plus 1% for an interest rate of 4.6%, such rate being adjustable every 5 years, as a non-assumable loan per year in lawful money of the United States of America. Interest shall accrue upon the first draw of funds by Borrower from the loan proceeds, interest only to be payable for the first two (2) years of the loan, with the remaining balance and accruing interest being paid in monthly installments over a period of 25 years for a total loan period of 27 years.

2. **Payment of Amount Due.**

A. Initial Interest Payment
On NA_____, the Borrower shall pay to LENDER the then accrued interest.

B. Monthly Payments
Payments of interest only shall be due and payable for the first two (2) years of the loan, commencing on the first day of the month following the initial disbursement, and continuing on the first day of each month thereafter until the expiration of two (2) years. Thereafter, commencing on the first day of the month after the expiration of the two (2) year interest only term and continuing for a term of twenty-five (25) years, monthly payments of principal and interest shall be due and payable in the amount of **TWO THOUSAND NINE HUNDRED DOLLARS AND NO/100 ($2,900.00)** per month, except that the final payment shall be for the final balance of principal and interest due whether more or less than the monthly payment. **In the event site ownership is transferred prior to the full payment of the outstanding principal and interest remaining, the outstanding balance shall be paid in full within ten (10) days of such transfer.**

C. Additional Payments
Borrower may prepay all or any portion of the Amount Due at any time.

D. Payment Procedure
Each payment shall be by check payable to the order of LENDER. Each payment shall be delivered to LENDER on or before 5:00 p.m. (Central time) on the date such payment is due.

E. Application of Payment
The amount of each payment shall be applied in the following order: (i) to accrued interest; (ii) to any permitted delinquency or late charges; (iii) to Collection Costs;

and (iv) the balance, if any, to reduce the principal amount.

3. Loan Agreement and Collateral

This Note is executed in accordance with the closing of a Loan Agreement between the Borrower and LENDER. In addition, this Note is secured by Collateral in accordance with various Related Documents executed by the Borrower or others. Rights and obligations with respect to the Collateral and rights to accelerate the Amount Due under this Note are stated in such Loan Agreement and the Related Documents. The term "Collateral" as used in this Note shall mean any funds, guarantees, or other property or rights of any nature which may have been, are, or subsequently may be, provided as security for the Amount Due. The words "Related Documents" mean and include, without limitation, all other promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with this Note or the Loan Agreement.

4. Delinquency Charge

If a payment is not paid in full within 15 calendar days of the Due Date, then the payment is delinquent. If a payment is delinquent, then Borrower agrees to pay a delinquency charge equal to the lesser of $100 or 5% of the unpaid amount of each payment. Delinquency charges shall be immediately due and payable. Each delinquency charge constitutes an advance to Borrower by LENDER and shall be added to the principal amount at the time the delinquency charge is incurred. The Borrower understands that the right of LENDER to assess the delinquency charge set forth in this Section is in addition to, and not exclusive of, any right of LENDER (i) to declare this Note in default, or (ii) to enforce any other right available to LENDER at law, in equity, or by agreement.

5. Default

LENDER, at its option, may declare this Note in default and declare the entire amount of unpaid principal, plus accrued interest, as immediately due and payable if (i) BORROWER is in default under any term of this Note and such default continues for a period of five business days after written notice of a payment default and 60 days after written notice of a non-payment default is provided to BORROWER; (ii) acceleration is permitted under the terms of the Loan Agreement or any Related Document referred to above; or (iii) the prospect of payment, performance, or realization of Collateral is significantly impaired. The time period to cure a non-payment default shall be extended to a reasonable time to cure such default if it is a type that cannot be cured within the 60-day period and BORROWER is diligently pursuing such cure.

6. Payment of Costs and Expenses

The Borrower agrees to pay all costs and expenses incurred by LENDER (i) in any suit or proceeding to enforce this Note, (ii) in any suit or proceeding in which LENDER is a party and all or any portion of the Collateral is the subject matter of the suit or proceeding, (iii) in making or attempting to make collection of delinquent payments or curing any default of any debt or obligation described in this Note, (v) in any settlement negotiations, or (vi) in searching or abstracting records ("Collection Costs"). The phrase "costs and expenses" is defined to include, without limitation, attorney fees and fees of experts. The phrase "suit or proceeding" is defined to include, without limitation, administrative, arbitration, negotiation, trial, and appellate proceedings. Collection Costs constitute an advance to Borrower by LENDER and shall be added to the principal amount at the time the Collection Costs are

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

incurred.

7. **Waiver**
   Borrower waives presentment, notice of dishonor, and protest.

8. **Governing Law, Jurisdiction, and Venue**
   This Note shall be construed and interpreted in accordance with the laws of the State of Texas. The courts of Texas shall have exclusive jurisdiction, and Bowie County is the proper venue.

BORROWER:

Texarkana Grim Housing Partners LP

By: Texarkana Grim Housing Partners GP LLC,
its general partner

By: Premier Texarkana Development and Management
Facility Corporation, its sole member

By _____ _____
Antonio Williams, Secretary/CEO Date

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT D
Security Agreement

1. BASIC PROVISIONS AND DEFINITIONS

The following basic provisions and definitions shall be construed in conjunction with, and limited by, the provisions of this Agreement.

1.1 Lender

The City of Texarkana., whose current address is P.O. Box 1967, 220 Texas Blvd., 4th Floor, Texarkana, Texas 75504

1.2 Borrower

The "Borrower" is Texarkana Grim Housing Partners LP whose current address is 1611 N. Robison Road, Texarkana, Texas, 75501.

1.3 Promissory Note

The "Promissory Note" is a note in the amount of FIVE HUNDRED SIXTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($516,500) executed by Borrower with final payment due of any outstanding balance.

1.4 Obligations Secured

This Agreement secures the following debts and obligations ("Obligations"): (i) The payment, interest, and other obligations set forth in the Promissory Note, (ii) The payment and performance by the Borrower of the payment and other terms and conditions of this Agreement and the Related Documents, (iii) The payment of all costs, expenses, and other sums advanced or incurred by the Lender in accordance with this Agreement that are payable by the Borrower, (iv) Interest payments as set forth in this Agreement, and (v) The additional obligations set forth on the attached Additional Obligations Rider, if any.

1.5 Related Documents

The words "Related Documents" mean and include, without limitation, all promissory notes, loan agreements, guarantees, security agreements, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with the Promissory Note or this Agreement.

1.6 General Definitions

Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

2. GRANT OF SECURITY

2.1 Grant. As security for the payment and performance of the Obligations, Borrower does hereby GRANT to Lender a security interest in the property particularly described on Attachment F attached ("Collateral") and an Assignment of Lease.

2.2 Perfection of Security Interest

The Borrower covenants and agrees as follows:

a. Borrower shall promptly cause this Agreement and financing statements to be recorded and rerecorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or deemed advisable by Lender to create, preserve or protect the lien upon all

or any part of the Collateral.

b. Borrower shall from time to time do and cause to be done all such other things as may be reasonably required by Lender or required by law, including all things which may from time to time be necessary under the Texas Uniform Commercial Code, to create, perfect, preserve and protect the lien upon the Collateral.

c. Borrower shall promptly reimburse Lender for any expenses relating to the perfection and the continuation of the perfection of Lender security interest in the Collateral.

d. Borrower shall promptly notify Lender in writing of any changes in the name of the Borrower, including without limitation, any changes in the assumed business name of the Borrower.

2.3 Borrower's Right to Possession

Until default, Borrower may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Borrower's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default as set forth in Article VIII of the Loan Agreement, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Borrower shall request or at Lender, in Lender sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Borrower shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Collateral.

2.4 Expenditures by the City of Texarkana, Texas

If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Borrower under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining, and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses shall become a part of the indebtedness and, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.

The Borrower represents and warrants to, and covenants with, Lender as follows:

3.1 Title

Except as expressly stated otherwise in this Agreement and related to any loans to which the Promissory Note is subordinate, (i) the Borrower holds a leasehold interest created under that certain ground lease by and between Borrower and _____(the "Ground Lease") to the collateral, free and clear of all liens and encumbrances except for the lien of this Agreement, and (ii) no financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement. The Borrower will warrant and

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defend Lender's interest in the Collateral from all claims and demands, and will give such assurances and perform such acts as may be necessary to perfect or confirm the priority of Lender's interest created by this Agreement.

3.2 Payment and Performance of Debts and Obligations
The Borrower shall promptly pay, observe, and discharge the Obligations.

3.3 No Violation
The execution and delivery of this Agreement will not violate any law or agreement-governing Borrower or to which Borrower is a party.

3.4 Enforceability of Collateral
To the extent the Collateral consists of accounts, contract rights, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

3.5 Removal of Collateral
Borrower shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Borrower's address shown above, or at such other locations as are acceptable to Lender. Some or all of the Collateral may be located at the real property described above. Except in the ordinary course of its business, Borrower shall not remove the Collateral from its existing locations without the prior written consent of Lender.

3.6 Transactions Involving Collateral
Except for inventory sold or accounts collected in the ordinary course of Borrower's business, Borrower shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Borrower shall not pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Borrower shall immediately deliver any such proceeds to Lender.

3.7 RESERVED

3.8 Taxes, Assessments and Liens
Borrower will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the indebtedness, or upon any of the other Related Documents. Borrower may withhold any such payment or may elect to contest any lien if Borrower is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Borrower shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Borrower shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Borrower shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

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3.9 Compliance with Governmental Requirements

Borrower shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender interest in the Collateral, in Lender opinion, is not jeopardized.

3.10 RESERVED

3.11 Maintenance of Casualty Insurance

Borrower shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverage's and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Borrower, upon request of Lender will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverage's will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest, Borrower will provide Lender with such loss payable or other endorsements as Lender may require. If Borrower at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance, as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

3.12 Application of Insurance Proceeds

Borrower shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Borrower. Any proceeds which have not been disbursed within six (6) months after their receipt and which Borrower has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

3.13 Insurance Reserves

Lender may require Borrower to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created bimonthly payments from Borrower of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest-bearing account, which Lender may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower. The responsibility for the payment of premiums shall remain Borrower's sole responsibility.

3.14 Insurance Reports

Borrower, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a)

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Borrower shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

3.15 Defense of Collateral

Borrower will, at its own expense, appear in and defend any action or preceding that (i) might affect Lender security or the rights or powers of Lender, or (ii) purports to affect any of the Collateral.

3.16 Inspections

Lender and Lender agents are authorized at any reasonable time to inspect the Collateral and perform any of the acts Lender is authorized to perform under the terms of this Agreement.

3.17 Waiver of Offset

Subject to the notice and rights to cure set forth in the Promissory Note, all sums payable by Borrower under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations shall in no way be released, discharged or otherwise affected (except as expressly provided in this Agreement) by reason of (i) any damage to or destruction of, or any condemnation or similar taking of all or any portion of, the Collateral, (ii) any restriction or prevention of, or interference with, any use of all or any portion of the Collateral, (iii) any title defect or encumbrance, (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lender, or any action taken with respect to this Agreement by any trustee or receiver of Lender, or by any court, in any such proceeding, (v) any claim which Borrower has or might have against Lender, (vi) any default or failure on the part of Lender to perform or comply with any of the terms of this Agreement or of any other agreement with Borrower, or (vii) any other occurrence whether similar or dissimilar to the foregoing. Except as expressly provided in this Agreement, Borrower waives all rights now or subsequently conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Obligation secured by this Agreement.

3.18 Business Purpose

The loan evidenced by the Promissory Note and secured by this Agreement is a business and commercial loan transacted solely for the purpose of carrying on Borrower's business.

4. EVENTS OF DEFAULT

The occurrence of any one of the following shall constitute an event of default under this Agreement:

4.1 Default on Obligations

Borrower fails to strictly comply with the payment or other terms and conditions of this Agreement, the Promissory Note, the Related Documents, or any other Obligation secured by this Agreement.

4.2 False Statement

Any representation or disclosure made to Lender by the Borrower or any guarantor of any liability or obligation secured by this Agreement proves to be false or misleading as of the date the representation or disclosure is made, irrespective of whether the representation or disclosure appears in this Agreement.

4.3 Defective Collateralization

This Agreement or any of the Related Documents ceases to be in full force and effect (including

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

4.4 RESERVED

4.5 Change in Financial Status

The Borrower suffers a material change in financial status and fails to provide Lender with adequate assurance that the debts and obligations secured by this Agreement will be paid or performed when due.

4.6 Insolvency or Creditor Proceedings

a. Borrower (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent, (iii) files any petition or answer seeking or acquiescing in any arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or local statute, law or regulation, (iv) seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of all or any part of the Collateral, (v) makes any general assignment for the benefit of creditors, or (vi) admits in writing Borrower's inability to pay Borrower's debts generally as the debts become due.

b. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Borrower seeking any relief under any present or future federal, state or local statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.

c. A trustee, receiver, or liquidator of all or any part of the Collateral is appointed with or without the consent of the Borrower and such appointment is un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.

4.7 Attachment of Collateral

A writ of execution or attachment (or similar process) is issued or levied against all or any portion of the Collateral or any judgment involving monetary damages is entered against the Borrower which becomes a lien on all or any portion of the Collateral and such execution, attachment (or similar process), or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after the earlier of the relevant issuance, levy or entry of judgment (irrespective of whether such days are consecutive).

5. REMEDIES ON DEFAULT

Upon the occurrence of any event of default, Lender shall have all of the rights and remedies available at law or in equity, including, without limitation, the following:

5.1 Accelerate Payment Obligations

Lender may accelerate and declare all payment Obligations secured by this Agreement as immediately due and payable without any presentment, demand, protest, or notice of any kind.

5.2 Accelerate Other Obligations

Lender may accelerate and require the performance and observance of all non-payment Obligations secured by this Agreement.

5.3 Assemble Collateral

Lender may require Borrower to deliver to Lender all or any portion of the Collateral and other documents relating to the Collateral. Lender may require Borrower to assemble the Collateral and

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make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Borrower to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Borrower agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Borrower after repossession.

5.4 Sell Collateral

Lender may sell, lease, transfer all or any portion of the Collateral separately from or together with the remaining Collateral either as one unit or in such separate units as Lender selects. In the event of any sale of the Collateral, Lender will give to the Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition is to be made. The Borrower agrees that the requirement of reasonable notice is met if notice is delivered in accordance with Section 6.1 at least five (5) business days before the time of the scheduled sale or other disposition.

5.5 Appoint Receiver

To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and the receiver's attorney shall become part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

5.6 Collect Revenues; Apply Accounts

Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues there from and hold the same as security for the Obligations or apply it to payment of the Obligations in such order of preference as Lender may determine. If the Collateral consists in part of accounts, general intangibles, insurance policies, instruments, chattel paper, choices of action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Borrower, receive, open and dispose of mail addressed to Borrower; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

5.7 Uniform Commercial Code

Lender shall be entitled to all of the remedies available to a secured party under the Texas Uniform Commercial Code.

5.8 Remedies Cumulative

No remedy available to Lender is intended to be exclusive of any other remedy, but shall be cumulative and in addition to the other remedies available to Lender. Such remedies may be enforced irrespective of whether some or all of the debts and obligations secured by this Agreement may now or subsequently be otherwise secured by mortgage, deed of trust, pledge, lien, assignment, or otherwise.

5.9 Deficiency Judgment

The Borrower hereby expressly consents to a deficiency judgment for any Obligation secured by

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

this Agreement, which is not paid or satisfied by the sale of the Collateral.

6. GENERAL PROVISIONS

6.1 Notices

All notices, claims, requests and other communications ("Notices") under this Agreement shall be in writing, and shall be addressed or delivered go the relevant address set forth in Section 1 above, or at such other address as shall be given in writing by a party to the other. Notices delivered in person shall be deemed delivered on the date of delivery. Notices delivered by mail shall be deemed delivered on the date of delivery, refusal, or final notice indicated on the return receipt if deposited in the United States Mail, certified or registered, return receipt requested, with postage prepaid. All other Notices shall be deemed delivered on the date of receipt.

6.2 RESERVED

6.3 Release, Modification, Additional Security, Consent.

Without affecting the liability of the Borrower, any guarantor, or any other person for the payment of any of the debts or obligations secured by this Agreement, Lender may from time to time and without notice to Borrower, any guarantors, or other persons (i) release any person liable for the payment of any debt or obligation, (ii) extend or modify the terms of payment of any debt or obligation, (iii) accept additional real or personal property of any kind as security, or alter, substitute or release any property securing any debt or obligation, (iv) Lender all or any part of the Collateral, or (v) subordinate this Agreement.

6.4 Indemnification

The Borrower shall indemnify, defend and hold Lender harmless from all claims or liabilities of any nature, whether arising at law or in equity, (including attorney fees and costs) directly or indirectly relating to (i) any lawsuit or proceeding concerning this Agreement or the Collateral, or (ii) the operation, management, or use of, or act or inaction taken regarding, all or any portion of the Collateral.

6.5 Payment of Costs and Expenses

The Borrower agrees to pay all reasonable costs and expenses incurred by Lender(i) in any suit to foreclose this Agreement, (ii) in any suit or proceeding in which Lender appears to defend or protect the lien of this Agreement, (iii) in any suit or proceeding in which Lender is a party and all or any portion of the Collateral is the subject matter of the suit or proceeding, (iv) in making or attempting to make collection of delinquent payments or curing any default of any debt or obligation secured by this Agreement, (v) in any settlement negotiations, or (vi) in searching or abstracting records ("Collection Costs"). The phrase "costs and expenses" is defined to include, without limitation, reasonable attorney fees and fees of experts. The phrase "suit or proceeding" is defined to include, without limitation, administrative, arbitration, negotiation, trial, and appellate proceedings.

6.6 Interest

Except as otherwise provided in this Agreement, all payments becoming due under, or secured by, this Agreement shall bear interest at the 10 year Treasury Rate which is currently 3.6% plus 1% interest for an interest rate of 4.6%, adjustable every five years. Interest shall be calculated from the due date until paid. Interest shall continue to accrue after default under this Agreement. It is the intent of the Borrower and Lender in the execution of this Agreement to contract in strict compliance with the usury laws, if any, of the State of Texas. The Borrower and Lender stipulate and agree that none of the terms and provisions contained in the Agreement shall be construed to

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Texas. Borrower or any guarantor, endorser or other party liable for the payment of the debts or obligations secured by this Agreement shall not be liable for unearned interest under the debts or obligations secured by this Agreement at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Texas. The provisions of this Section shall control over all other provisions of the Promissory Note and any other instrument executed in connection with this Agreement, which may be in apparent conflict. If a court of competent jurisdiction shall make a final determination that the performance of any provision of the debts or obligations secured by this Agreement shall result in a payment of an amount for such use, forbearance or detention in excess of such rate, then (i) such provision shall be deemed to be appropriately modified to the extent necessary to reduce such rate, and (ii) any such excess amounts previously received shall be deemed to have been applied to the redemption at par of a like principal amount.

6.7 Governing Law, Jurisdiction, and Venue

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The parties agree that the courts of Texas shall have exclusive jurisdiction and agree that Bowie County is the proper venue.

6.8 Time of the Essence

Time is of the essence with respect to the obligations to be performed under this Agreement.

6.9 Nonwaiver of Remedies

The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

6.10 Successors and Assigns

Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

6.11 Severability

The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

6.12 Joint and Several

To the extent that more than one individual or person constitutes the Borrower, the representations, warranties, covenants, debts, and Obligations secured by this Agreement shall be joint and several representations, warranties, covenants, debts, and Obligations of such individuals and persons.

6.13 Captions

Captions used in this Agreement are for convenience only and shall not limit, modify, or affect the interpretation of this Agreement.

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

SIGNATURE (S) OF THE BORROWER:

Texarkana Grim Housing Partners LP

By: Texarkana Grim Housing Partners GP LLC,
its general partner

By: Premier Texarkana Development and Management
Facility Corporation, its sole member

By _____ _____
Antonio Williams, Secretary/CEO Date

ATTACHMENT E
Consent to Guarantee

RESERVED

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT F
Collateral

The word "collateral" means the following described property of Grantor:

Hotel Grim

Site Address: 301 State Line North, Texarkana, TX

Bowie County Texas Assessor's Office: PIDN: 7935; Long Account Number 03840008900

Property Description: CITY/TRIGGS ADDN LOTS 7-12 GRIM HOTEL, 2972/009 12/14/98, BLK/TRACT 13, 0.89 ACRES **and as more specifically set forth in the legal description attached hereto.**

Including all inventory, accounts, general intangibles, equipment, and fixtures, together with the following specifically described property:

1. All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
2. All products and produce of any of the property described in this collateral section.
3. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of sale, lease, or other disposition of any of the property described in this collateral section.
4. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this collateral section.
5. All records and data relating to any of the property described in this collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of grantor's right, title, and interest in and to all computer software required to utilize, crate, maintain, and process any such records or data on electronic media.

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT G
EPA Revolving Loan Fund (RLF) Terms and Conditions

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

ATTACHMENT H
Request for Disbursement

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Brownfields Revolving Loan Fund Request for Disbursement

Instructions: This Disbursement Request Form should be used for all disbursements on RLF Loan projects. It is to be completed by the RLF Loan Recipient and submitted with each payment request, accompanied with the Eligible Expenses Tracking Spreadsheet and supporting information (bill or invoice).

Project Name: _____

Program Site Number: _____

Loan Recipient: _____

Contact Person: _____

Mailing Address: _____

_____

_____

Phone Number: _____

Email: _____

Loan Recipient's Authorized Representative: _____

Authorized Representative's Phone Number: _____

Invoice Number: _____ Date: _____

Description of work for which claim is being made (service, fees, etc.):

_____

_____

_____

Original Loan Amount: $ _____

Amount of Request $ _____

Cumulative Costs Incurred to Date (Including Request) $ _____

Balance Remaining After Disbursements $ _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Participant's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

_____

AUTHORIZED REPRESENTATIVE SIGNATURE **Date**

Attachment: 2023-046 ATTH 2 Loan Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Promissory Note

Date:_____

The undersigned Texarkana Grim Housing Partners LP ("Borrower") agrees to pay to The City of Texarkana ("Lender"), as follows:

1. **Promise to Pay**
   For value received, Borrower promises to pay to LENDER the principal amount of FIVE HUNDRED AND SIXTEEN THOUSAND FIVE HUNDRED DOLLARS and NO/100 ($516,500.00) plus interest on the principal at the rate of the 10-year Treasury Rate, currently 3.6% per annum plus 1% for an interest rate of 4.6%, such rate being adjustable every 5 years, as a non-assumable loan per year in lawful money of the United States of America. Interest shall accrue upon the first draw of funds by Borrower from the loan proceeds, interest only to be payable for the first two (2) years of the loan, with the remaining balance and accruing interest being paid in monthly installments over a period of 25 years for a total loan period of 27 years.

2. **Payment of Amount Due.**

   A. Initial Interest Payment
   On NA_____, the Borrower shall pay to LENDER the then accrued interest.

   B. Monthly Payments
   Payments of interest only shall be due and payable for the first two (2) years of the loan, commencing on the first day of the month following the initial disbursement, and continuing on the first day of each month thereafter until the expiration of two (2) years. Thereafter, commencing on the first day of the month after the expiration of the two (2) year interest only term and continuing for a term of twenty-five (25) years, monthly payments of principal and interest shall be due and payable in the amount of **TWO THOUSAND NINE HUNDRED DOLLARS AND NO/100 ($2,900.00)** per month, except that the final payment shall be for the final balance of principal and interest due whether more or less than the monthly payment. **In the event site ownership is transferred prior to the full payment of the outstanding principal and interest remaining, the outstanding balance shall be paid in full within ten (10) days of such transfer.**

   C. Additional Payments
   Borrower may prepay all or any portion of the Amount Due at any time.

   D. Payment Procedure
   Each payment shall be by check payable to the order of LENDER. Each payment shall be delivered to LENDER on or before 5:00 p.m. (Central time) on the date such payment is due.

   E. Application of Payment
   The amount of each payment shall be applied in the following order: (i) to accrued interest; (ii) to any permitted delinquency or late charges; (iii) to Collection Costs; and (iv) the balance, if any, to reduce the principal amount.

Attachment: 2023-046 ATTH 3 Promissory Note (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

3. Loan Agreement and Collateral

This Note is executed in accordance with the closing of a Loan Agreement between the Borrower and LENDER. In addition, this Note is secured by Collateral in accordance with various Related Documents executed by the Borrower or others. Rights and obligations with respect to the Collateral and rights to accelerate the Amount Due under this Note are stated in such Loan Agreement and the Related Documents. The term "Collateral" as used in this Note shall mean any funds, guarantees, or other property or rights of any nature which may have been, are, or subsequently may be, provided as security for the Amount Due. The words "Related Documents" mean and include, without limitation, all other promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with this Note or the Loan Agreement.

4. Delinquency Charge

If a payment is not paid in full within 15 calendar days of the Due Date, then the payment is delinquent. If a payment is delinquent, then Borrower agrees to pay a delinquency charge equal to the lesser of $100 or 5% of the unpaid amount of each payment. Delinquency charges shall be immediately due and payable. Each delinquency charge constitutes an advance to Borrower by LENDER and shall be added to the principal amount at the time the delinquency charge is incurred. The Borrower understands that the right of LENDER to assess the delinquency charge set forth in this Section is in addition to, and not exclusive of, any right of LENDER (i) to declare this Note in default, or (ii) to enforce any other right available to LENDER at law, in equity, or by agreement.

5. Default

LENDER, at its option, may declare this Note in default and declare the entire amount of unpaid principal, plus accrued interest, as immediately due and payable if (i) BORROWER is in default under any term of this Note and such default continues for a period of five business days after written notice of a payment default and 60 days after written notice of a non-payment default is provided to BORROWER; (ii) acceleration is permitted under the terms of the Loan Agreement or any Related Document referred to above; or (iii) the prospect of payment, performance, or realization of Collateral is significantly impaired. The time period to cure a non-payment default shall be extended to a reasonable time to cure such default if it is a type that cannot be cured within the 60-day period and BORROWER is diligently pursuing such cure.

6. Payment of Costs and Expenses

The Borrower agrees to pay all costs and expenses incurred by LENDER (i) in any suit or proceeding to enforce this Note, (ii) in any suit or proceeding in which LENDER is a party and all or any portion of the Collateral is the subject matter of the suit or proceeding, (iii) in making or attempting to make collection of delinquent payments or curing any default of any debt or obligation described in this Note, (v) in any settlement negotiations, or (vi) in searching or abstracting records ("Collection Costs"). The phrase "costs and expenses" is defined to include, without limitation, attorney fees and fees of experts. The phrase "suit or proceeding" is defined to include, without limitation, administrative, arbitration, negotiation, trial, and appellate proceedings. Collection Costs constitute an advance to Borrower by LENDER and shall be added to the principal amount at the time the Collection Costs are incurred.

Attachment: 2023-046 ATTH 3 Promissory Note (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

7. **Waiver**
   Borrower waives presentment, notice of dishonor, and protest.

8. **Governing Law, Jurisdiction, and Venue**
   This Note shall be construed and interpreted in accordance with the laws of the State of Texas. The courts of Texas shall have exclusive jurisdiction, and Bowie County is the proper venue.

BORROWER:

Texarkana Grim Housing Partners LP

By: Texarkana Grim Housing Partners GP LLC,
its general partner

By: Premier Texarkana Development and Management
Facility Corporation, its sole member

By _____ _____
Antonio Williams, Secretary/CEO Date

Attachment: 2023-046 ATTH 3 Promissory Note (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Security Agreement

1. BASIC PROVISIONS AND DEFINITIONS

The following basic provisions and definitions shall be construed in conjunction with, and limited by, the provisions of this Agreement.

1.1 Lender

The City of Texarkana., whose current address is P.O. Box 1967, 220 Texas Blvd., 4th Floor, Texarkana, Texas 75504

1.2 Borrower

The "Borrower" is Texarkana Grim Housing Partners LP whose current address is 1611 N. Robison Road, Texarkana, Texas, 75501.

1.3 Promissory Note

The "Promissory Note" is a note in the amount of FIVE HUNDRED SIXTEEN THOUSAND AND FIVE HUNDRED DOLLARS AND NO/100 ($516,500) executed by Borrower with final payment due of any outstanding balance.

1.4 Obligations Secured

This Agreement secures the following debts and obligations ("Obligations"): (i) The payment, interest, and other obligations set forth in the Promissory Note, (ii) The payment and performance by the Borrower of the payment and other terms and conditions of this Agreement and the Related Documents, (iii) The payment of all costs, expenses, and other sums advanced or incurred by the Lender in accordance with this Agreement that are payable by the Borrower, (iv) Interest payments as set forth in this Agreement, and (v) The additional obligations set forth on the attached Additional Obligations Rider, if any.

1.5 Related Documents

The words "Related Documents" mean and include, without limitation, all promissory notes, loan agreements, guarantees, security agreements, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with the Promissory Note or this Agreement.

1.6 General Definitions

Terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Texas Uniform Commercial Code.

2. GRANT OF SECURITY

2.1 Grant. As security for the payment and performance of the Obligations, Borrower does hereby GRANT to Lender a security interest in the property particularly described on Attachment F attached ("Collateral") and an Assignment of Lease.

2.2 Perfection of Security Interest

The Borrower covenants and agrees as follows:

a. Borrower shall promptly cause this Agreement and financing statements to be recorded and rerecorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or deemed advisable by Lender to create, preserve or protect

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Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

the lien upon all or any part of the Collateral.

b. Borrower shall from time to time do and cause to be done all such other things as may be reasonably required by Lender or required by law, including all things which may from time to time be necessary under the Texas Uniform Commercial Code, to create, perfect, preserve and protect the lien upon the Collateral.

c. Borrower shall promptly reimburse Lender for any expenses relating to the perfection and the continuation of the perfection of Lender security interest in the Collateral.

d. Borrower shall promptly notify Lender in writing of any changes in the name of the Borrower, including without limitation, any changes in the assumed business name of the Borrower.

2.3 Borrower's Right to Possession

Until default, Borrower may have possession of the tangible personal property and beneficial use of all the Collateral and may use it in any lawful manner not inconsistent with this Agreement or the Related Documents, provided that Borrower's right to possession and beneficial use shall not apply to any Collateral where possession of the Collateral by Lender is required by law to perfect Lender security interest in such Collateral. If Lender at any time has possession of any Collateral, whether before or after an Event of Default as set forth in Article VIII of the Loan Agreement, Lender shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if Lender takes such action for that purpose as Borrower shall request or at Lender, in Lender sole discretion, shall deem appropriate under the circumstances, but failure to honor any request by Borrower shall not of itself be deemed to be a failure to exercise reasonable care. Lender shall not be required to take any steps necessary to preserve any rights in the Collateral against prior parties, nor to protect, preserve or maintain any security interest given to secure the Collateral.

2.4 Expenditures by the City of Texarkana, Texas

If not discharged or paid when due, Lender may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Borrower under this Agreement, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Lender also may (but shall not be obligated to) pay all costs for insuring, maintaining, and preserving the Collateral. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses shall become a part of the indebtedness and, at Lender’s option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Agreement also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of an Event of Default.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.

The Borrower represents and warrants to, and covenants with, Lender as follows:

3.1 Title

Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

Except as expressly stated otherwise in this Agreement and related to any loans to which the Promissory Note is subordinate, (i) the Borrower holds a leasehold interest created under that certain ground lease by and between Borrower and _____(the "Ground Lease") to the collateral, free and clear of all liens and encumbrances except for the lien of this Agreement, and (ii) no financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement. The Borrower will warrant and defend Lender's interest in the Collateral from all claims and demands, and will give such assurances and perform such acts as may be necessary to perfect or confirm the priority of Lender's interest created by this Agreement.

3.2 Payment and Performance of Debts and Obligations

The Borrower shall promptly pay, observe, and discharge the Obligations.

3.3 No Violation

The execution and delivery of this Agreement will not violate any law or agreement-governing Borrower or to which Borrower is a party.

3.4 Enforceability of Collateral

To the extent the Collateral consists of accounts, contract rights, chattel paper, or general intangibles, the Collateral is enforceable in accordance with its terms, is genuine, and complies with applicable laws concerning form, content and manner of preparation and execution, and all persons appearing to be obligated on the Collateral have authority and capacity to contract and are in fact obligated as they appear to be on the Collateral.

3.5 Removal of Collateral

Borrower shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Borrower's address shown above, or at such other locations as are acceptable to Lender. Some or all of the Collateral may be located at the real property described above. Except in the ordinary course of its business, Borrower shall not remove the Collateral from its existing locations without the prior written consent of Lender.

3.6 Transactions Involving Collateral

Except for inventory sold or accounts collected in the ordinary course of Borrower's business, Borrower shall not sell, offer to sell, or otherwise transfer or dispose of the Collateral. Borrower shall not pledge, mortgage, encumber, or otherwise permit the Collateral to be subject to any lien, security interest, encumbrance, or charge, other than the security interest provided for in this Agreement, without the prior written consent of Lender. This includes security interests even if junior in right to the security interests granted under this Agreement. Unless waived by Lender, all proceeds from any disposition of the Collateral (for whatever reason) shall be held in trust for Lender and shall not be commingled with any other funds; provided however, this requirement shall not constitute consent by Lender to any sale or other disposition. Upon receipt, Borrower shall immediately deliver any such proceeds to Lender.

3.7 RESERVED

3.8 Taxes, Assessments and Liens

Borrower will pay when due all taxes, assessments and liens upon the Collateral, its use or operation, upon this Agreement, upon any promissory note or notes evidencing the

indebtedness, or upon any of the other Related Documents. Borrower may withhold any such payment or may elect to contest any lien if Borrower is in good faith conducting an appropriate proceeding to contest the obligation to pay and so long as Lender's interest in the Collateral is not jeopardized in Lender's sole opinion. If the Collateral is subjected to a lien which is not discharged within fifteen (15) days, Borrower shall deposit with Lender cash, a sufficient corporate surety bond or other security satisfactory to Lender in an amount adequate to provide for the discharge of the lien plus any interest, costs, reasonable attorneys' fees or other charges that could accrue as a result of foreclosure or sale of the Collateral. In any contest Borrower shall defend itself and Lender and shall satisfy any final adverse judgment before enforcement against the Collateral. Borrower shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings

3.9 Compliance with Governmental Requirements

Borrower shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the Collateral. Borrower may contest in good faith any such law, ordinance or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Lender interest in the Collateral, in Lender opinion, is not jeopardized.

3.10 RESERVED

3.11 Maintenance of Casualty Insurance

Borrower shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverage's and basis reasonably acceptable to Lender and issued by a company or companies reasonably acceptable to Lender. Borrower, upon request of Lender will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverage's will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender. In connection with all policies covering assets in which Lender holds or is offered a security interest, Borrower will provide Lender with such loss payable or other endorsements as Lender may require. If Borrower at any time fails to obtain or maintain any insurance as required under this Agreement, Lender may (but shall not be obligated to) obtain such insurance, as Lender deems appropriate, including if it so chooses "single interest insurance," which will cover only Lender's interest in the Collateral.

3.12 Application of Insurance Proceeds

Borrower shall promptly notify Lender of any loss or damage to the Collateral. Lender may make proof of loss if Borrower fails to do so within fifteen (15) days of the casualty. All proceeds of any insurance on the Collateral, including accrued proceeds thereon, shall be held by Lender as part of the Collateral. If Lender consents to repair or replacement of the damaged or destroyed Collateral, Lender shall, upon satisfactory proof of expenditure, pay or reimburse Borrower from the proceeds for the reasonable cost of repair or restoration. If Lender does not consent to repair or replacement of the Collateral, Lender shall retain a sufficient amount of the proceeds to pay all of the indebtedness, and shall pay the balance to Borrower. Any proceeds which have not been disbursed within six (6) months after their receipt and which Borrower has not committed to the repair or restoration of the Collateral shall be used to prepay the indebtedness.

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3.13 Insurance Reserves

Lender may require Borrower to maintain with Lender reserves for payment of insurance premiums, which reserves shall be created bimonthly payments from Borrower of a sum estimated by Lender to be sufficient to produce, at least fifteen (15) days before the premium due date, amounts at least equal to the insurance premiums to be paid. If fifteen (15) days before payment is due, the reserve funds are insufficient, Borrower shall upon demand pay any deficiency to Lender. The reserve funds shall be held by Lender as a general deposit and shall constitute a non-interest- bearing account, which Lender may satisfy by payment of the insurance premiums required to be paid by Borrower as they become due. Lender does not hold the reserve funds in trust for Borrower, and Lender is not the agent of Borrower for payment of the insurance premiums required to be paid by Borrower. The responsibility for the payment of premiums shall remain Borrower's sole responsibility.

3.14 Insurance Reports

Borrower, upon request of Lender, shall furnish to Lender reports on each existing policy of insurance showing such information as Lender may reasonably request including the following: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured; (e) the then current value on the basis of which insurance has been obtained and the manner of determining that value; and (f) the expiration date of the policy. In addition, Borrower shall upon request by Lender (however not more often than annually) have an independent appraiser satisfactory to Lender determine, as applicable, the cash value or replacement cost of the Collateral.

3.15 Defense of Collateral

Borrower will, at its own expense, appear in and defend any action or preceding that (i) might affect Lender security or the rights or powers of Lender, or (ii) purports to affect any of the Collateral.

3.16 Inspections

Lender and Lender agents are authorized at any reasonable time to inspect the Collateral and perform any of the acts Lender is authorized to perform under the terms of this Agreement.

3.17 Waiver of Offset

Subject to the notice and rights to cure set forth in the Promissory Note, all sums payable by Borrower under this Agreement shall be paid without notice, demand, counterclaim, set off, deduction or defense and without abatement, suspension, deferment, diminution or reduction. The Obligations shall in no way be released, discharged or otherwise affected (except as expressly provided in this Agreement) by reason of (i) any damage to or destruction of, or any condemnation or similar taking of all or any portion of, the Collateral, (ii) any restriction or prevention of, or interference with, any use of all or any portion of the Collateral, (iii) any title defect or encumbrance, (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Lender, or any action taken with respect to this Agreement by any trustee or receiver of Lender, or by any court, in any such proceeding, (v) any claim which Borrower has or might have against Lender, (vi) any default or failure on the part of Lender to perform or comply with any of the terms of this Agreement or of any other agreement with Borrower, or (vii) any other occurrence whether similar or dissimilar to the foregoing. Except as expressly provided in this Agreement, Borrower waives all rights now or

subsequently conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Obligation secured by this Agreement.

3.18 Business Purpose

The loan evidenced by the Promissory Note and secured by this Agreement is a business and commercial loan transacted solely for the purpose of carrying on Borrower's business.

4. EVENTS OF DEFAULT

The occurrence of any one of the following shall constitute an event of default under this Agreement:

4.1 Default on Obligations

Borrower fails to strictly comply with the payment or other terms and conditions of this Agreement, the Promissory Note, the Related Documents, or any other Obligation secured by this Agreement.

4.2 False Statement

Any representation or disclosure made to Lender by the Borrower or any guarantor of any liability or obligation secured by this Agreement proves to be false or misleading as of the date the representation or disclosure is made, irrespective of whether the representation or disclosure appears in this Agreement.

4.3 Defective Collateralization

This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

4.4 RESERVED

4.5 Change in Financial Status

The Borrower suffers a material change in financial status and fails to provide Lender with adequate assurance that the debts and obligations secured by this Agreement will be paid or performed when due.

4.6 Insolvency or Creditor Proceedings

a. Borrower (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent, (iii) files any petition or answer seeking or acquiescing in any arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or local statute, law or regulation, (iv) seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of all or any part of the Collateral, (v) makes any general assignment for the benefit of creditors, or (vi) admits in writing Borrower's inability to pay Borrower's debts generally as the debts become due.

b. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Borrower seeking any relief under any present or future federal, state or local statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.

c. A trustee, receiver, or liquidator of all or any part of the Collateral is appointed with or

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without the consent of the Borrower and such appointment is un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.

4.7 Attachment of Collateral

A writ of execution or attachment (or similar process) is issued or levied against all or any portion of the Collateral or any judgment involving monetary damages is entered against the Borrower which becomes a lien on all or any portion of the Collateral and such execution, attachment (or similar process), or judgment is not released, bonded, satisfied, vacated or stayed within thirty (30) days after the earlier of the relevant issuance, levy or entry of judgment (irrespective of whether such days are consecutive).

5. REMEDIES ON DEFAULT

Upon the occurrence of any event of default, Lender shall have all of the rights and remedies available at law or in equity, including, without limitation, the following:

5.1 Accelerate Payment Obligations

Lender may accelerate and declare all payment Obligations secured by this Agreement as immediately due and payable without any presentment, demand, protest, or notice of any kind.

5.2 Accelerate Other Obligations

Lender may accelerate and require the performance and observance of all non-payment Obligations secured by this Agreement.

5.3 Assemble Collateral

Lender may require Borrower to deliver to Lender all or any portion of the Collateral and other documents relating to the Collateral. Lender may require Borrower to assemble the Collateral and make it available to Lender at a place to be designated by Lender. Lender also shall have full power to enter upon the property of Borrower to take possession of and remove the Collateral. If the Collateral contains other goods not covered by this Agreement at the time of repossession, Borrower agrees Lender may take such other goods, provided that Lender makes reasonable efforts to return them to Borrower after repossession.

5.4 Sell Collateral

Lender may sell, lease, transfer all or any portion of the Collateral separately from or together with the remaining Collateral either as one unit or in such separate units as Lender selects. In the event of any sale of the Collateral, Lender will give to the Borrower reasonable notice of the time and place of any public sale or of the time after which any private sale or other disposition is to be made. The Borrower agrees that the requirement of reasonable notice is met if notice is delivered in accordance with Section 6.1 at least five (5) business days before the time of the scheduled sale or other disposition.

5.5 Appoint Receiver

To the extent permitted by applicable law, Lender shall have the following rights and remedies regarding the appointment of a receiver: (a) Lender may have a receiver appointed as a matter of right, (b) the receiver may be an employee of Lender and may serve without bond, and (c) all fees of the receiver and the receiver's attorney shall become part of the indebtedness secured by this Agreement and shall be payable on demand, with interest at the Note rate from date of expenditure until repaid.

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Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

5.6 Collect Revenues; Apply Accounts

Lender, either itself or through a receiver, may collect the payments, rents, income, and revenues from the Collateral. Lender may at any time in its discretion transfer any Collateral into its own name or that of its nominee and receive the payments, rents, income, and revenues there from and hold the same as security for the Obligations or apply it to payment of the Obligations in such order of preference as Lender may determine. If the Collateral consists in part of accounts, general intangibles, insurance policies, instruments, chattel paper, choices of action, or similar property, Lender may demand, collect, receipt for, settle, compromise, adjust, sue for, foreclose, or realize on the Collateral as Lender may determine, whether or not indebtedness or Collateral is then due. For these purposes, Lender may, on behalf of and in the name of Borrower, receive, open and dispose of mail addressed to Borrower; change any address to which mail and payments are to be sent; and endorse notes, checks, drafts, money orders, documents of title, instruments and items pertaining to payment, shipment, or storage of any Collateral. To facilitate collection, Lender may notify account debtors and obligors on any Collateral to make payments directly to Lender.

5.7 Uniform Commercial Code

Lender shall be entitled to all of the remedies available to a secured party under the Texas Uniform Commercial Code.

5.8 Remedies Cumulative

No remedy available to Lender is intended to be exclusive of any other remedy, but shall be cumulative and in addition to the other remedies available to Lender. Such remedies may be enforced irrespective of whether some or all of the debts and obligations secured by this Agreement may now or subsequently be otherwise secured by mortgage, deed of trust, pledge, lien, assignment, or otherwise.

5.9 Deficiency Judgment

The Borrower hereby expressly consents to a deficiency judgment for any Obligation secured by this Agreement, which is not paid or satisfied by the sale of the Collateral.

6. GENERAL PROVISIONS

6.1 Notices

All notices, claims, requests and other communications ("Notices") under this Agreement shall be in writing, and shall be addressed or delivered go the relevant address set forth in Section 1 above, or at such other address as shall be given in writing by a party to the other. Notices delivered in person shall be deemed delivered on the date of delivery. Notices delivered by mail shall be deemed delivered on the date of delivery, refusal, or final notice indicated on the return receipt if deposited in the United States Mail, certified or registered, return receipt requested, with postage prepaid. All other Notices shall be deemed delivered on the date of receipt.

6.2 RESERVED

6.3 Release, Modification, Additional Security, Consent.

Without affecting the liability of the Borrower, any guarantor, or any other person for the payment of any of the debts or obligations secured by this Agreement, Lender may from time to time and without notice to Borrower, any guarantors, or other persons (i) release any

person liable for the payment of any debt or obligation, (ii) extend or modify the terms of payment of any debt or obligation, (iii) accept additional real or personal property of any kind as security, or alter, substitute or release any property securing any debt or obligation, (iv) Lender all or any part of the Collateral, or (v) subordinate this Agreement.

6.4 Indemnification

The Borrower shall indemnify, defend and hold Lender harmless from all claims or liabilities of any nature, whether arising at law or in equity, (including attorney fees and costs) directly or indirectly relating to (i) any lawsuit or proceeding concerning this Agreement or the Collateral, or (ii) the operation, management, or use of, or act or inaction taken regarding, all or any portion of the Collateral.

6.5 Payment of Costs and Expenses

The Borrower agrees to pay all reasonable costs and expenses incurred by Lender(i) in any suit to foreclose this Agreement, (ii) in any suit or proceeding in which Lender appears to defend or protect the lien of this Agreement, (iii) in any suit or proceeding in which Lender is a party and all or any portion of the Collateral is the subject matter of the suit or proceeding, (iv) in making or attempting to make collection of delinquent payments or curing any default of any debt or obligation secured by this Agreement, (v) in any settlement negotiations, or (vi) in searching or abstracting records ("Collection Costs"). The phrase "costs and expenses" is defined to include, without limitation, reasonable attorney fees and fees of experts. The phrase "suit or proceeding" is defined to include, without limitation, administrative, arbitration, negotiation, trial, and appellate proceedings.

6.6 Interest

Except as otherwise provided in this Agreement, all payments becoming due under, or secured by, this Agreement shall bear interest at the 10 year Treasury Rate which is currently 3.6% plus 1% interest for an interest rate of 4.6%, adjustable every five years. Interest shall be calculated from the due date until paid. Interest shall continue to accrue after default under this Agreement. It is the intent of the Borrower and Lender in the execution of this Agreement to contract in strict compliance with the usury laws, if any, of the State of Texas. The Borrower and Lender stipulate and agree that none of the terms and provisions contained in the Agreement shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Texas. Borrower or any guarantor, endorser or other party liable for the payment of the debts or obligations secured by this Agreement shall not be liable for unearned interest under the debts or obligations secured by this Agreement at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Texas. The provisions of this Section shall control over all other provisions of the Promissory Note and any other instrument executed in connection with this Agreement, which may be in apparent conflict. If a court of competent jurisdiction shall make a final determination that the performance of any provision of the debts or obligations secured by this Agreement shall result in a payment of an amount for such use, forbearance or detention in excess of such rate, then (i) such provision shall be deemed to be appropriately modified to the extent necessary to reduce such rate, and (ii) any such excess amounts previously received shall be deemed to have been applied to the redemption at par of a like principal amount.

6.7 Governing Law, Jurisdiction, and Venue

Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The parties agree that the courts of Texas shall have exclusive jurisdiction and agree that Bowie County is the proper venue.

6.8 Time of the Essence

Time is of the essence with respect to the obligations to be performed under this Agreement.

6.9 Nonwaiver of Remedies

The failure or neglect of a party to enforce any remedy available by reason of the failure of the other party to observe or perform a term or condition set forth in this Agreement shall not constitute a waiver of such term or condition. A waiver by a party (i) shall not affect any term or condition other than the one specified in such waiver, and (ii) shall waive a specified term or condition only for the time and in a manner specifically stated in the waiver.

6.10 Successors and Assigns

Subject to any express provisions in this Agreement regarding restrictions on transfers or assignments, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

6.11 Severability

The invalidity of any portion of this Agreement, as determined by a court of competent jurisdiction, shall not affect the validity of any other portion of this Agreement.

6.12 Joint and Several

To the extent that more than one individual or person constitutes the Borrower, the representations, warranties, covenants, debts, and Obligations secured by this Agreement shall be joint and several representations, warranties, covenants, debts, and Obligations of such individuals and persons.

6.13 Captions

Captions used in this Agreement are for convenience only and shall not limit, modify, or affect the interpretation of this Agreement.

Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

SIGNATURE (S) OF THE BORROWER:

Texarkana Grim Housing Partners LP

By: Texarkana Grim Housing Partners GP LLC,
its general partner

By: Premier Texarkana Development and Management
Facility Corporation, its sole member

By _____ _____
Antonio Williams, Secretary/CEO Date

Attachment: 2023-046 ATTH 4 Security Agreement (3982 : 2023-046 RES authorizing CM to Enter Into Loan Agrmt With Texarkana Grim Housing

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/19/2023 3:59 PM

Lead Department: Parks, Recreation & Health **Action Officer:** Keith Beason,
Subject: Resolution No. 2023-052 authorizing the City Manager to amend the Texarkana Golf Ranch lease agreement.

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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

Updates/History of Briefing:

04/24/2023
Proposed changes to the current Texarkana Golf Ranch Lease Agreement with Hank Haney Golf Inc.

Executive Summary and Background Information:

To allow the authorization of the City Manager to negotiate and amend the lease agreement to better serve the citizens of Texarkana, Texas and provide additional services and benefits. This would include an assignment to Par Fore LLC or another entity in which Brent Hurt owns the majority interest.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Changes to 1% Green Fee payment schedule, from quarterly on the 20th of March, June, September, and December, instead of monthly payments.

Staff Recommendation:

Approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2023-052 RES Amending Texarkana Golf Ranch Lease Agreement [rev] (DOCX)
b. 2023 052 ATTH 01 First Amended Lease Agreement (PDF)
c. 2023-052 Goals & Perspectives (DOCX)

Staff Coordination

Parks, Recreation & Health	Robby Robertson	Department Head Review	Completed	04/19/2023 5:34 PM
Public Works Department	Amanda Freeland	Reviewer	Completed	04/20/2023 12:40 PM
City Manager	David Orr	City Manager Review	Completed	04/21/2023 12:10 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

RESOLUTION NO. 2023-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE TEXARKANA GOLF RANCH LEASE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas and Hank Haney Golf Inc. initiated a lease agreement on July 1, 2001, for the Texarkana Golf Ranch; and

WHEREAS, the parties desire to amend the lease agreement to clarify and provide additional services and benefits to the citizens of Texarkana, Texas; and

WHEREAS, the City finds such amendment to be beneficial to the citizens of Texarkana, Texas and desires to authorize the City Manager to negotiate and revise the lease agreement in substantially the form as attached, or as determined necessary to accommodate the intent of the parties; and

WHEREAS, as part of the amendments to the lease, the City consents to a one-time the assignment by lessee to Par Fore LLC or another entity in which Brent Hurt owns majority interest.

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

SECTION 1: The City Council approves the "First Amended Lease Agreement" attached hereto as **ATTH 01** and incorporated herein by reference for all purposes and authorizes the City Manager to execute the agreement.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-052 RES Amending Texarkana Golf Ranch Lease Agreement [rev] (3985 : 2023-052 RES to amend Texarkana Golf Ranch

FIRST AMENDED LEASE AGREEMENT

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

This First Amended Lease Agreement, is an amendment to that certain lease by and between the City of Texarkana, Texas as Lessor, a Texas municipal corporation, hereinafter called "City," acting by and through its City Manager and Hank Haney Golf, Inc., as Lessee, a Texas corporation, hereinafter called "Lessee," acting by and through its President, such Lease with a term starting on July 1, 2001 and authorized pursuant to Ordinance No. 157-01, which First Amended Lease Agreement and the Lease Agreement are collectively referred to hereinafter as the "Lease." The Parties have entered into the following amended covenants and agreements:

1.

LEASED PREMISES

City, in consideration of the rents and covenants hereinafter stated to be paid and performed by the Lessee, hereby demises and leases unto the Lessee and Lessee leases from City those certain premises located in Bowie County, Texas, described on Exhibit "A" attached hereto and incorporated herein for a full and complete description of the property being leased.

2.

TERM OF LEASE

The primary term of this Lease shall consist of four (4) twenty (20) year terms, commencing on July 1, 2001, and ending on June 30, 2081, and the first fixed rental installment shall be due and payable on July 1, 2001, and thereafter all fixed rental installments shall be due

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

and payable in advance on the first day of July of each succeeding year during the term of this Lease.

3.

RENTAL

Lessee shall pay to City fixed rental for the primary term of this Lease the sum of $1.00 per year, each such annual installment being due and payable in advance on the first day of July of each year during said primary term. In addition to the fixed rental provided for in the foregoing sentence, Lessee shall pay to City a fee equal to one percent (1%) of the green fees collected by Lessee each month from the operation of the 18-hole golf course which will be constructed by Lessee on the leased premises. Said one percent (1%) fee shall be paid quarterly on March 20th, June 20th, September 20th, and December 20th of each year, and Lessee will keep accurate records concerning said green fees collected by Lessee and allow said records to be inspected by the City. Lessee shall punctually pay the rentals and fees at such place and to such person as City may designate.

4.

PURPOSE AND IMPROVEMENTS

Lessee has caused to be designed, constructed, and operated upon the leased premises the improvements listed and described as Mandatory Items under Paragraph A of this Article.

A. Mandatory Items by Lessee: Lessee has constructed and is currently operating the following:

1. Golf Course Specifications – An 18-hole golf course with a minimum par of 70, a minimum yardage of 6,800 yards and green surfaces averaging 5,000 square feet, including cart

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

routes surfaced as necessary to protect heavily traveled locations and to divert carts from invading the green areas.

2. Golf Practice Area Specifications – Golf practice facilities including a driving range, short game practice area, putting green and 4 practice holes (2 par 3's, 2 par 4's)

3. Clubhouse Specifications –A clubhouse with not less than 6,000 square feet interior space including facilities for a pro shop and an area to serve food/beverages. A building for maintenance equipment and cart storage is also provided.

4. Parking – Surfaced asphalt parking areas will accommodate a minimum of 120 cars.

5. Watering System - A permanent watering system has been installed with a fully automatic watering system provided for all tees, greens and fairways.

B. City has constructed the following:

1. Scott Wright Road - Rebuilt Scott Wright Road to provide access to the clubhouse and golf course.

2. Utilities - City has provided electrical power to the clubhouse entrance, and extended along the road to Bringle Lake to provide power for the pump station. City water utilities have been provided by the City to the clubhouse.

3. Water Rights - City agrees that water out of Bringle Lake will be provided to Lessee for the golf course use at no charge.

4. Maintenance of Parking - Lessee shall maintain in good drivable condition the parking lot at the clubhouse.

C. Additional agreements by Lessee:

1. Lessee agrees that the golf course and other improvements provided for herein shall be equally available to all members of the public without discrimination. Policies will be

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

established for minors with regard to unsupervised play. Any discrimination by Lessee in the dispensing of food and beverages as provided herein or in the use of any golf facility hereinabove described on the grounds of race, sex, religion, disability or national origin shall be deemed to be a material breach of this Lease.

2. City acknowledges Lessee desires to serve food and alcoholic beverages on the leased premises and consents to same upon Lessee's obtaining the appropriate licensing.

3. Lessee agrees that it will not discriminate against any employee or applicant for employment in its performance of this Lease with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment because of age, sex, religion, disability, or national origin. Lessee understands that any such discrimination shall be deemed to be a material breach of this Lease.

4. Lessee will try to maintain the integrity of the existing ecosystems and native habitats located on the part of the leased premises on which the golf course will be constructed. Lessee estimates more than thirty percent (30%) of the leased premises on which the golf course will be constructed will be left undisturbed and in its natural state.

5. Lessee, upon the request of the City and based upon availability, shall make the premises available for youth and college students for competitions and tournaments at discounted rates agreed to between Lessee and the City.

D. Additional Agreements and Rights of City:

1. City and its representatives have the right at all reasonable times to enter upon and to examine and inspect the property, the golf course and improvements thereon for any reason.

2. Subject only to the terms of this Lease, so long as Lessee complies with its obligations, City shall secure to Lessee the quiet and peaceful enjoyment of the leased premises

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

and the sole and exclusive possession of the leased premises, subject to the rights of the City, without objection or interference from City or any party claiming under City.

5.

ENVIRONMENTAL CONDITIONS

Hazardous Waste. At the time of the execution of the original Lease, the City was not aware of any environmental conditions of the leased premises which would render performance of this Lease by Lessee impossible or infeasible. City has not completed an environmental assessment of the land and it is possible that such conditions may be discovered during an environmental assessment. City and Lessee agree that if environmental conditions are discovered on the leased premises that were unknown to the parties at the time of execution of this Lease, which make the performance by Lessee impossible or infeasible, then this Lease will be renegotiated to address the effect of such hazardous conditions. "Environmental conditions" in the context of this Lease means the presence on the leased premises or in groundwater underlying the leased premises, of hazardous waste or hazardous substances, which require a response action; the presence on the leased premises of wetlands, which require mitigation or individual permitting; the presence on the leased premises of a solid waste disposal site; or a violation on the leased premises of any state or federal regulatory environmental statute or regulation. The terms used in this section are as defined under applicable state or federal law.

6.

POSSESSION

Lessee shall have the use and possession of the leased premises during the term of this Lease for the purposes of managing and operating the golf course, subject to the rights of the City

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

under this Lease. The City and its representatives have the right at all reasonable times to enter upon and inspect the property and the golf course and improvements thereon for any reason.

7.

OPERATIONS

A. Hank Haney, as manager of Lessee, shall oversee the maintenance and operation of the golf course and facilities.

B. In its operation on the leased premises, Lessee shall observe all applicable federal, state, county and municipal laws and shall take such actions as may be necessary for the protection of the health, safety and well-being of the public.

C. Lessee shall, at its expense, meet the requirements of municipal, county and state health departments covering the handling and dispensing of food and beverages. Adequate toilet facilities, in accordance with the plans and specifications, shall be operated as required by applicable state and local laws, ordinances and regulations. City agrees not to place undue burden or hardship on Lessee by placing chemical restrictions above that of the E.P .A. or Clean Water Act.

D. Lessee agrees to pay all public utility bills for electricity, gas, water and any and all other utilities consumed on the leased premises and to procure, at its expense, all meters and permits necessary for making connections for, and continuing, utility service.

E. For purposes of promoting the facility City may, from time to time, join with Lessee in holding major golf tournaments of State and National significance.

8.

INSURANCE REQUIREMENTS

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

Throughout the term of this Lease, Lessee shall be required, at its own expense, to furnish City with certified copies of all insurance certificates showing the following insurance coverage to be in force. The City shall have no duty to perform under this Lease until such certificates have 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 insurance (including fire property damage) at minimum combined single limits of $2,000,000 per occurrence and $5,000,000 general aggregate for bodily injury and property damage, which coverage shall include $2,000,000 products/completed operations. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the Lessee's obligations contained in this Lease. The general aggregate limit must be at least two (2) times the per occurrence limit.

B. Workers' Compensation insurance at statutory limits, including employer's liability coverage at minimum limits of $100,000 per each accident/$500,000 by disease aggregate/$100,000 by disease each employee.

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

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements. Lessee 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 $2,000,000 per-occurrence, combined single limit; and coverage must include a broad

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in this Lease.

With reference to the foregoing insurance requirements, the Lessee shall have applicable insurance policies endorsed as follows:

1. City shall be named as an individual insured with respect to general liability.

2. A waiver of subrogation in favor of the City shall be contained in the worker's compensation coverage.

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

4. All insurance policies shall be endorsed to the effect that the City will receive at least ninety (90) days' notice prior to cancellation, nonrenewal or termination of the insurance.

5. All copies of Certificates of Insurance shall reference the project for which the insurance is being supplied.

The City requires 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.

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 coverage set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance.

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

2. Sets forth all endorsements and. insurance coverage according to requirements contained herein.

3. Shall specifically set forth the notice of cancellation or termination provisions to the City.

9.

ASSIGNMENT OF LEASE

Except as provided in this Article and Article 10 below, this Lease shall not be transferred, assigned or subletted in whole or in part unless and until City approves such assignment in writing, which approval may be withheld in City's sole discretion. Notwithstanding the foregoing restriction to the contrary, it is understood and agreed that Lessee shall have the right to transfer, assign or sublet this Lease, in whole or in part, to any parent or subsidiary of Lessee or to a corporation in which Lessee owns at least sixty percent (60%) of the outstanding capital stock of said corporation. Additionally, City consents to the assignment by Lessee to Par Fore, LLC, or to another entity in which Brent Hurt owns the majority interest No other assignments may be done without the prior written approval of the City.

10.

PLEDGE OF LEASE

It is contemplated that Lessee will be required to borrow funds from time to time during the term of this Lease it may be desirable or convenient for Lessee to borrow additional funds for additional improvements, alterations, repairs or for other purposes. Accordingly, it is agreed that Lessee shall at all times during the term of this Lease have the right to mortgage and grant rights of security in this Lease and the leasehold rights of Lessee created by this Lease, provided, however, any such right to mortgage and grant rights of security shall at all times be subject to the

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

right, title and interest of City as owner of the leased premises and fixed improvements placed thereon and the right of City to require the payment of all rentals due hereunder and the full and faithful performance of the covenants and conditions of this Lease by Lessee. Subject to any such right to mortgage or grant rights of security, City shall have a lien upon all personal property not daily exposed to sale owned by Lessee and used on the premises to secure the payment of the rentals as they respectively come due hereunder.

Lessee covenants and agrees that in the event it mortgages or grants rights of security in this Lease to furnish City in writing the name and address of its Lender. Said written notice shall be sent by certified mail, with return receipt requested. In the event Lessee mortgages or grants rights of security in this Lease and furnishes the City the name and address of its Lender, then City covenants and agrees that in the event Lessee, its successors or assigns, defaults under the terms of this Lease that City will give Lender thirty (30) days written notice by certified mail, return receipt requested, of such default before canceling or terminating the lease rights held by Lessee, its successors or assigns. City further covenants and agrees that in the event the cause of default specified in said written notice is corrected before the expiration of said thirty (30) day period that all lease rights held by Lessee, its successors or assigns, under the terms of this Lease shall continue in full force and effect.

11.

INDEMNIFICATION

Lessee agrees to and shall indemnify and hold harmless the City, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

the work done by Lessee under this Lease, and regardless of whether the injury, death, or damages is contributed to by the negligence of City, its officers, agents or employees, except that the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit or liability resulting from the sole negligence of City, its officers, agents or employees.

Lessee shall also require all contractors and subcontractors to indemnify and hold harmless the City, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney's fees, for injury to or death of any person or for damage to any property, arising out of or in connection with the performance of work required by this Lease, regardless of whether the injury, death or damages is contributed to by the negligence of the City, its officers, agents or employees, except that the indemnity provided for in this paragraph shall have no application to any claim, loss, damage, cause of action, suit or liability resulting from the sole negligence of the City, its officers, agents or employees.

Lessee shall indemnify the City, its agents, officers and employees from any liability caused by Lessee's failure to comply with applicable federal, state or local regulations that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment no matter where fault or responsibility lies.

12.

DEFAULT REMEDIES

Lessee's default. The following shall be an "event of default" or a "default" hereunder by Lessee: If Lessee shall fail to (i) observe or perform any of the obligations of Lessee provided in this Lease, or (ii) pay rent and remunerations provided herein.

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

City's remedies. Upon the occurrence of an event of default by Lessee hereunder, which shall remain uncured for sixty (60) days after receipt by Lessee of written notice of such event of default, City may thereafter or any time subsequently during the existence of such breach or default: (i) enter into and upon the land and take possession and operation of the project or assign operation of the project and exclude Lessee from the property, and (ii) terminate this Lease and hold Lessee liable for damages for its breach.

City's default. The following shall be an "event of default" or a "default" hereunder by City: If City shall fail to observe or perform any of the obligations of City provided in this lease.

Lessee's remedies. Upon the occurrence of an event of default by City hereunder, which shall remain uncured for sixty (60) days after receipt by City of written notice of such event of default, Lessee may thereafter or at any time subsequently during the existence of such breach or default: (i) cure such default and Lessee shall be entitled to recover from City all costs and expenses incurred by Lessee in curing such default, or (ii) terminate this Lease.

13.

WAIVER OF DEFAULT

Any waiver by a party to this Lease of any default or breach of this Lease shall not be construed to be a continuing waiver of such default or breach nor as a waiver or permission, express or implied, of any other or subsequent default or breach.

14.

FORCE MAJEURE

If by reason of strike, lockout, war, rebellion, , fire, flood, hurricane, or other casualty, or by any other matter not within control of City or Lessee and either in good faith and without fault or neglect on its part is prevented or delayed in the construction of any conditions, except as relates

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

to rental payments or the maintenance of insurance, which under the terms of this Lease it is required to do or perform within a specified period of time, the period of time within which such performance was to have been completed shall be extended by a period of time equal to that of such delay or prevention, and City or Lessee, as the case may be, shall not be deemed to be in default if it diligently performs and completes such work or covenant or condition in the manner required by the terms of this Lease within the specified period of time as so extended.

15.

DRAINAGE

Any construction or relocation of drainage within the leased premises shall be by Lessee at Lessee's expense.

16.

EASEMENTS AND CITY USE

This Lease is subject to all easements across the premises that are on record in the offices of the Registers of Deeds of Bowie County, Texas.

Lessee acknowledges that City has utility lines running within thirty (30) feet adjacent to the south boundary line of the property and may access this area at any time to operate and maintain water and/or sewer mains and other related appurtenances. The location of this area is more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

Furthermore, Lessee acknowledges there exists a public trail along the perimeter of the golf course, as more specifically set forth in Exhibit "C" attached and made a part hereof. Lessee agrees, covenants and acknowledges this trail shall be used by the public and will not interfere with the use thereof. City shall be responsible for the maintenance of said trail.

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

17.

GENERAL CLAUSES

A. All references to the parties to this Lease and all covenants and agreements of this Lease shall apply to and be binding upon City and Lessee and their respective legal representatives, successors and assigns (when assignment is made in accord with the provisions hereof) as if they were in each case fully named and stated herein. In this Lease both City and Lessee are referred to in the singular and neuter gender. However, such words and all other terms shall be deemed and construed to include any other number (singular or plural) and any other gender, masculine, feminine or neuter, as the sense of the writing herein may require, the same as if such words had been fully and properly written in the required number and gender.

B. All notices to City shall be sent by certified or registered mail addressed to the City Manager, City of Texarkana, Texas, 220 Texas Blvd, Texarkana, Texas, 75501, or at such other address as City may in writing from time to time designate by written notice to Lessee. All notices to Lessee shall be sent by certified or registered mail addressed to Lessee at 4101 Custer Road, McKinney, Texas 75070, or at such other address as Lessee may from time to time designate by written notice to City.

C. This Lease is made under the applicable laws of the State of Texas and if any term, clause, provision, part or portion of this Lease shall be adjudged invalid or illegal for any reason the validity of any other part or portion of this Lease shall not be affected thereby and any invalid or illegal term, clause, provision, part or portion shall be deleted and ignored as if the same had not been written.

D. This Lease may be altered, modified or amended only by written instrument signed by Lessee and City and approved by the City Council of the City of Texarkana, Texas.

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

E. Lessee and City agree that they will, if necessary, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the property hereby leased or intended so to be for carrying out the expressed intention of this Lease.

F. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Lease.

G. City and Lessee acknowledge that this agreement is the result of negotiations between the parties in which both contributed to the drafting hereof and shall not be construed against either of them.

H. Time is of the essence concerning all rights and obligations set forth in this Lease.

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18.

TAXES

Lessee will pay all real property taxes which shall be levied, assessed, imposed or become due and payable for the year 2002 and future lease years in connection with the property herein leased and the improvements located thereon. Lessee's liability under this paragraph shall be prorated for the portion for any tax year within which the term hereof shall expire. Lessee will also pay all taxes, assessments and charges of every type and nature whatsoever which shall during the term hereof be levied, assessed, imposed, or become due and payable in connection with any equipment, inventory or other personal property placed upon the leased premises by lessee.

If this Lease or any of the requirements, actions, or uses hereunder results in any real property tax levy, assessment, or charge or in any other tax liability to the City or results in the

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

partial or complete loss of the City's tax exempt status, as relates to the property made the subject of this Lease, Lessee shall assume full responsibility for and timely pay any and all such taxes, assessments and charges for and on behalf of the City and shall hold the City harmless for any and all such taxes, assessments or charges. It is the intent of the Lessee and the City that the City incur no tax liability as a result of this Lease or any of the requirements, actions or uses hereunder and that Lessee assume full responsibility for and pay any such taxes, assessments or charges for which the City might be deemed responsible.

19.

REPAIR AND MAINTENANCE

Lessee shall keep in good condition and repair all buildings and other permanent improvements constructed on the leased premises by Lessee. Lessee agrees at the termination of this Lease to deliver to City as City's property all buildings and other permanent improvements located on the leased premises in good condition and repair, ordinary wear and tear incident to the use of said buildings and other permanent improvements being excepted.

20.

TREE MANAGEMENT

City and Lessee agree that after the expiration of the first ten (10) years of the primary term of this Lease, and at regular intervals thereafter, City and Lessee will mutually agree on whether timber located on the leased premises should be thinned and harvested and concerning the terms and conditions on which said trees shall be thinned and harvested.

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 2023.

CITY OF TEXARKANA, TEXAS

By: _____
David Orr
City Manager

HANK HANEY GOLF, INC.

By: _____
Hank Haney
President

ATTEST:

By: _____
Jennifer Evans
City Secretary

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me on the _____ day of _____, 2023, by David Orr, City Manager of the City of Texarkana, Texas, a Texas municipal corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me on the _____ day of _____, 2023, by Hank Haney, President of Hank Haney Golf, Inc., a Texas corporation, on behalf of said corporation.

_____
Notary Public, State of Texas
Printed Name: _____
My Commission Expires: _____

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

EXHIBIT "A"

PROPERTY DESCRIPTION
PART BRINGLE LAKE PROPERTY

All that certain tract or parcel of land situated in the Jarrett Janes Headright Survey, A-302, Bowie County, Texas. being more particularly described by metes and bounds as follows:
COMMENCING at the lower Southeast comer of said Janes Headright Survey:
THENCE: N 60°26'16" W, with the South line of said Janes Headright Survey, 1819.91 feet to a point for comer and the POINT OF BEGINNING for the herein described tract of land;
THENCE: N 60°24' W, continuing with the South line of said Janes Headright Survey, 691.15 feet to a point for corner;

THENCE: N 28°34' E, 1568.09 feet to a point for corner;
THENCE: N 61°00' W, 2041.51 feet to a point for corner;
THENCE: N 28°44' E. 149.58 feet to a point for corner;
THENCE: N 61° 13' W, 688.00 feet to a point for corner;
THENCE: N 22°45' E, 853.04 feet to a point for corner;
THENCE: *S* 65°09' E, *50.50* feet to a point for corner;
THENCE: N 21°57' E, 2325.38 feet to a point for corner;
THENCE: N 60°40' W, 242.56 feet to a point for corner;
THENCE: N 21°17' E, 475.83 feet to a point for corner;
THENCE: S 60°41" E, 605.84 feet to a point for corner;
THENCE: S 42°l8' 13" E, 4232.94 feet to a point for corner;
THENCE: S 41°50'39" W, 1140.90 feet to a point for corner;
THENCE: S 38°34' W, 429.16 feet to a point for corner;
THENCE: S 34°45' W, 988.9l feet to a point for corner;
THENCE: S 33°48'W, 1480.10 feet to the PLACE OF BEGINNING and containing 311.537 acres of land, more or less.

SAVE & EXCEPT: All that portion of subject tract covered by the waters of Bringle Lake.

014038

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

EXHIBIT "B"

30' Utility Area

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

PLAYGRO

BRINGLE LAKE

300

325

GOLF COURSE

LIMITS OF ROAD TO BE BUILT BY CITY

ENTRANCE

30 ft. easement retained and reserved adjacent to the boundary of the property designated by the rope border

SCOTT-WEIGHT REBUILT BY CITY

350

Exhibit "B"

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

EXHIBIT "C"

Public Trail

Attachment: 2023 052 ATTH 01 First Amended Lease Agreement (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)


907
7602
7401
7135

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: 2023-052 Goals & Perspectives (3985 : 2023-052 RES to amend Texarkana Golf Ranch lease agreement)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/21/2023 1:31 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-055 rezoning an approximate 9.37-acre tract of land (being Tracts 173, 173A, 174, & 175), H.S. Janes HRS, A-306, located at 3811 S. Lake Drive. Single Family-2 to Commercial. Michael Petty, owner and Kyle Davis, attorney.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Michael Petty, owner, and Kyle Davis, attorney, to rezone an approximate 9.37-acre tract of land (being Tract 173, 173A, 174, and 175) H.S. Janes HRS, A306, located at 3811 South Lake Drive from Single Family-2 to Commercial. This site is B Truck and Trailer.

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

The adjacent zoning is Commercial to the west and east, General Retail and Single Family-2 to the north, and the 369 corridor to the west. The adjacent land use is flooring shop to the west, drywall company to the east, and vacant land and computer business to the north.

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:
April 3, 2023

Attachments

a. 2023-055 ORD Rezoning 3811 S Lake Drive (DOCX)
b. 2023-055 EXH 'A' (Legal Description) (PDF)
c. 2023-055 ATTH 01 (Maps) (PDF)
d. 2023-055 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	04/19/2023 11:27 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/19/2023 12:53 PM
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:56 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Z-23-7

ORDINANCE NO. 2023-055

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 9.37-ACRE TRACT OF LAND (BEING TRACT 173, 173A, 174, & 175), H.S. JANES HRS, A-306, LOCATED AT 3811 SOUTH LAKE DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO COMMERCIAL; 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 9.37-acre tract of land (being Tract 173, 173A, 174, & 175), (Exhibit 'A'), located at 3811 South Lake Drive,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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-2 to Commercial on an approximate 9.37-acre tract of land (being Tract 173, 173A, 174, & 175), (Exhibit 'A'), located at 3811 South Lake Drive** 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-2 to Commercial**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Commercial** 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 9.37-acre tract of land (being Tract 173, 173A, 174, & 175), (Exhibit 'A'),**

Attachment: 2023-055 ORD Rezoning 3811 S Lake Drive (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

located at 3811 South Lake Drive in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Commercial.**

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 **8th of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-055 ORD Rezoning 3811 S Lake Drive (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

2023-055 EXH 'A'
Z-23-7

Legal Description:

All that certain tract or parcel of land situated in the H.S. JANES HEADRIGHT SURVEY, Abstract No. 306, Bowie County, Texas, and the herein described tract being all those certain conveyed from Charles R. Cook to B. Truck & Trailer Parts, Inc. and Roy brown by Deed dated April 20, 1992, and recorded in Volume 1756, Page 304 of the Real Property Records of Bowie County, Texas, and also all that certain tract conveyed to B. Truck & Trailer by Deed dated February 29, 1992, and recorded in Volume 1738, Page 25 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 ½ inch reinforcing steel rod found for corner on the South right-of-way line of Texas State Highway No. 93 at the Northeast corner of the above mentioned B. Truck & Trailer and Roy Brown Tracts;

THENCE: S 02°00'04" E, 1134.94 feet along an existing fence line, being the East line of said B. Truck & Trailer and Roy Brown tracts, and the West line of a certain tract conveyed to Charles R. Cook by Deed dated April 12, 2002, and recorded in Volume 3687, Page 215 of the Real Property Records of Bowie County, Texas, to a ½ inch reinforcing steel rod for corner in an existing fence corner at the Southeast corner of said B. Truck & Trailer and Roy Brown tracts;

THENCE: S 89°06'01" W, 384.31 feet with the South line of said B. Truck & Trailer and Roy Brown tract and with the North line of Urban Heights, an Addition to the City of Texarkana, Bowie County, Texas, according to the map or plat of said Addition recorded in Volume 204, Page 43 of the Plat Records of Bowie County, Texas, to a ½ inch reinforcing steel rod set for corner at the Southwest corner of said B. Truck & Trailer and Roy Brown tract;

THENCE: N 01°22'57" W, 1023.83 feet with the West line of B. Truck & Trailer and Roy Brown tracts and with an East line of said Urban Heights, to a ½ inch reinforcing steel rod set for corner in the South right-of-way line of State Highway No. 93;

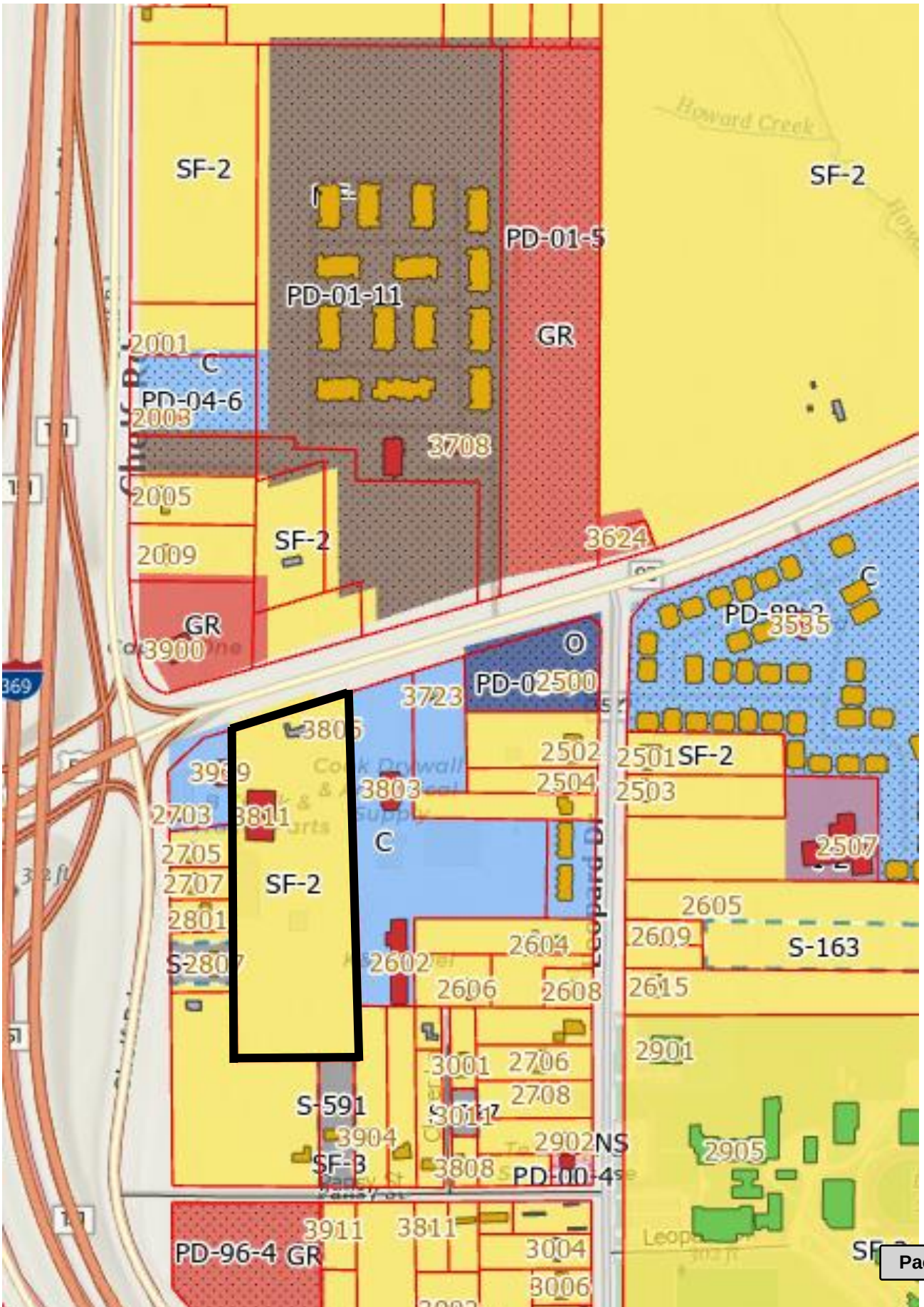
THENCE: N 72°01'50" E, 242.31 feet with the South right-of-way line of State Highway No. 93, to a concrete right-of-way marker found at an angle point in said line, said right-of-way marker being 80.00 feet at right angles from Centerline Station No. 1099 + 74.7 equals 1099 + 77.4 (equation);

THENCE: N 73°00'00" E, 145.17 feet with the South right-of-way line of State Highway No. 93, to the POINT OF BEGINNING and containing 9.383 acres of land, more or less.

Attachment: 2023-055 EXH 'A' (Legal Description) (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

2022-055 ATTH 01
Z-23-7

3811 S. Lake Drive



Attachment: 2023-055 ATTH 01 (Maps) (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

2022-055 ATTH 01
Z-23-7

3811 S. Lake Drive



Attachment: 2023-055 ATTH 01 (Maps) (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

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: 2023-055 Goals & Perspectives (3990 : 2023-055 ORD rezoning SF-2 to Commercial at 3811 S Lake Drive)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/21/2023 1:22 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-056 rezoning on an approximate 1.24-acre tract of land (being the north part of Tracts 9 and 10), Flower Acres, located at 3327 S. Lake Drive. General Retail to Commercial. Phil Hadaway, owner.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Phil Hadaway, owner, to rezone an approximate 1.24-acre tract of land (being the north part of Tract 9 and 10), Flower Acres Addition, located at 3327 South Lake Drive from General Retail to Commercial. The use is auto body repair shop.

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

The adjacent zoning is Commercial to the west, Commercial and Planned Development Two Family-2 to the north, General Retail to the south, and Single Family-2 to the east. The adjacent land use is mini storage to the west, church and residential to the north, 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 of this request.

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

Attachments

a. 2023-056 ORD Rezoning 3327 S Lake Drive (DOCX)
b. 2023-056 EXH 'A' (Legal Description) (PDF)
c. 2023-056 ATTH 01 (Maps) (PDF)
d. 2023-056 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	04/19/2023 11:28 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/19/2023 12:54 PM
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:56 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Z-23-9

ORDINANCE NO. 2023-056

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 1.24-ACRE TRACT OF LAND (BEING THE NORTH PART OF LOTS 9 AND 10) FLOWER ACRES ADDITION, LOCATED AT 3327 SOUTH LAKE DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM GENERAL RETAIL TO COMMERCIAL; 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 1.24-acre tract of land (being the North Part of Lots 9 and 10), (Exhibit 'A'), located at 3327 South Lake Drive,** in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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 General Retail to Commercial on an approximate 1.24-acre tract of land (being the North Part of Lots 9 and 10), (Exhibit 'A'), located at 3327 South Lake Drive** 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 **General Retail to Commercial**; 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 **General Retail to Commercial** 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 1.24-acre tract of land (being the North Part of Lots 9 and 10), (Exhibit 'A'),**

Attachment: 2023-056 ORD Rezoning 3327 S Lake Drive (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

located at 3327 South Lake Drive in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial.**

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 **8th of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-056 ORD Rezoning 3327 S Lake Drive (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Z-23

Warranty Deed with Vendor's Lien

Date: May 23, 2019

Grantor: RALPH MCDOWELL

R20422

Grantor's Mailing Address:

RALPH MCDOWELL
28 Clem Ranch Road
Texarkana, TX 75503
Bowie County

Grantee: HADAWAY FAMILY INVESTMENTS, LLC, a Texas limited liability company

Grantee's Mailing Address:

HADAWAY FAMILY INVESTMENTS, LLC, a Texas limited liability company
3407 S. Lake Drive
Texarkana, TX 75501
Bowie County

Consideration:

Cash and a note of even date executed by Grantee and referred to as the first lien note and payable to the order of FARMERS BANK & TRUST COMPANY in the principal amount of FIVE HUNDRED NINITY ONE THOUSAND FIVE AND NO/100 DOLLARS ($591,005.00). The first-lien note is secured by the first and superior vendor's lien against and superior title to the Property retained in this deed in favor of FARMERS BANK & TRUST COMPANY and is also secured by a first-lien deed of trust of even date from Grantee to ~~Hotchkiss~~ Dave White, trustee.

Property (including any improvements):

Lots Numbered Nine (9) and Ten (10) of FLOWER ACRES, a subdivision of 208 acres in the R.E. Sevey Headright Survey, A-523, Bowie County, Texas, according to the plat thereof, of record in Volume 40, Page 190 of the Plat Records of Bowie County, Texas.
SAVE AND EXCEPT the South 150 feet of Lots No. 9 and 10 of Flower Acres as conveyed to T.J. Golden and wife, Maude Golden by that certain deed dated December 20, 1965, recorded in Volume 462, Page 545, Deed Records of Bowie County, Texas;
AND FURTHER SAVE AND EXCEPT that portion conveyed to the State of Texas by deed dated November 4, 1958, recorded in Volume 364, Page 625, Deed Records of Bowie County, Texas.

Attachment: 2023-056 EXH 'A' (Legal Description) (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for 2018, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

FARMERS BANK & TRUST COMPANY, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of FARMERS BANK & TRUST COMPANY and are transferred to FARMERS BANK & TRUST COMPANY without recourse against Grantor.

When the context requires, singular nouns and pronouns include the plural.

Ralph McDowell

RALPH MCDOWELL

Attachment: 2023-056 EXH 'A' (Legal Description) (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

STATE OF Texas)

COUNTY OF Bowie)

Before me, a Notary Public, on this day personally appeared RALPH MCDOWELL known to me, or proved to me through Drivers License (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this 23 day of May, 2019.

Notary Public, State of Texas
My Commission Expires: _____

MELODY L JOHNSON NOTARY PUBLIC STATE OF TEXAS ID 1140859-5 EXP 11-06-2022

PREPARED IN THE OFFICE OF:
LANGDON ✯ DAVIS
Attorneys at Law
625 Sam Houston
New Boston, TX 75570

AFTER RECORDING, RETURN TO:
TWIN CITY TITLE
3310 Arista Blvd.
Texarkana, TX 75503

THE STATE OF TEXAS

COUNTY OF BOWIE

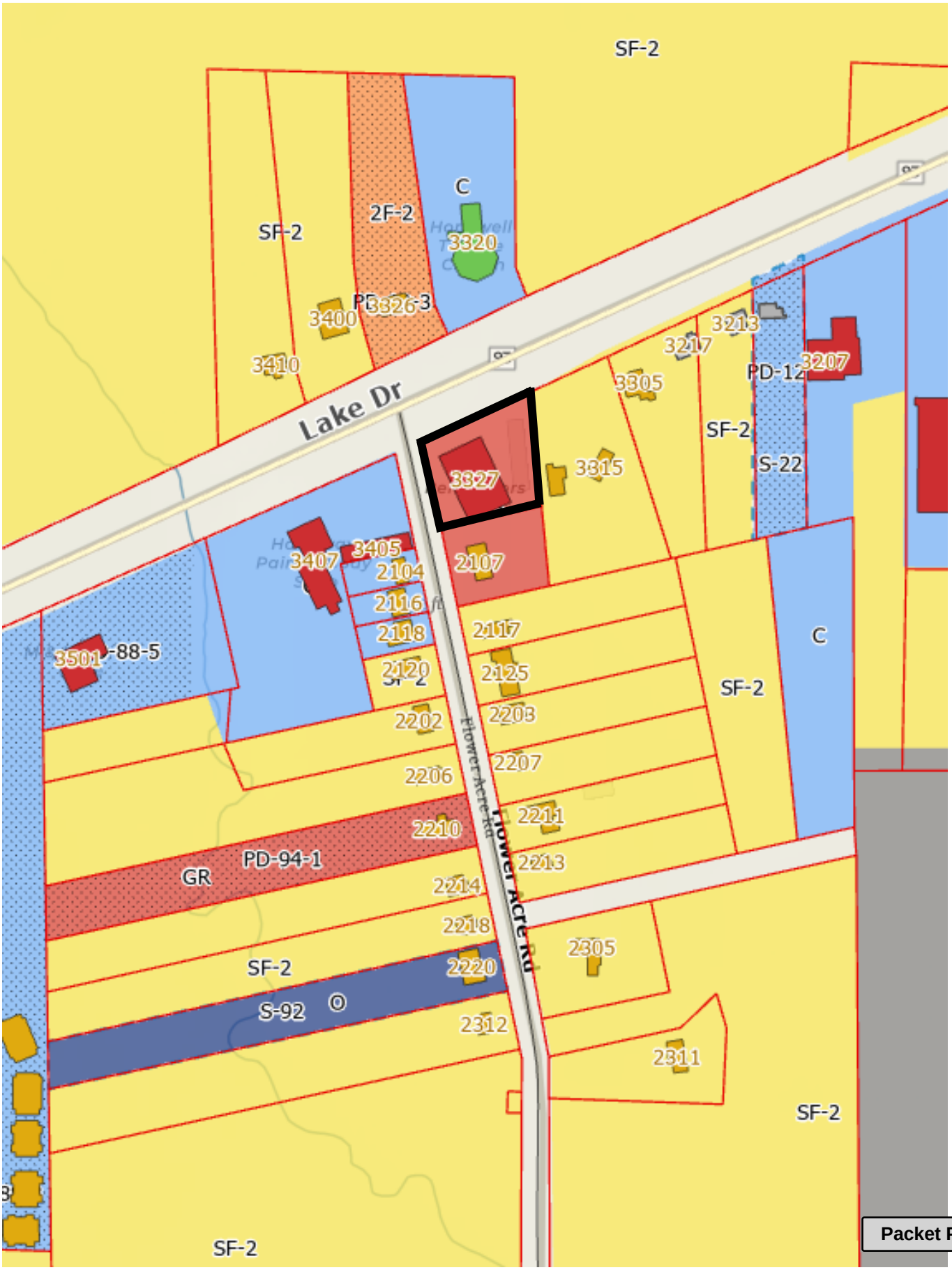
I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Records of Bowie County, Texas.

2019-00005402 DEED
05/28/2019 02:14:18 PM Total Fees: $34.00

Tina Petty, County Clerk
Bowie County, Texas

Attachment: 2023-056 EXH 'A' (Legal Description) (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

3327 S. Lake Drive



Attachment: 2023-056 ATTH 01 (Maps) (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

2023-056 ATTH 01
Z-23-9

3327 S. Lake Drive



Attachment: 2023-056 ATTH 01 (Maps) (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

City of Texarkana, Texas

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

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

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

Attachment: 2023-056 Goals & Perspectives (3991 : 2023-056 ORD rezoning from GR to Commercial at 3327 S. Lake Dr)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/21/2023 1:23 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-057 rezoning on an approximate 0.71-acre tract of land (being south 150' of Tracts 9 and 10), Flower Acres, located at 2107 Flower Acres Road. General Retail to Commercial. Phil Hadaway, owner.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Phil Hadaway, owner, to rezone an approximate 0.71-acre tract of land (being the south 150' of Tract 9 and 10), Flower Acres Addition, located at 2107 Flower Acres Road from General Retail to Commercial.

The Future Land Use Map has designated this property as "Neighborhood Residential".

The adjacent zoning is Commercial to the west, General Retail to the north, and Single Family-2 to the south and east The adjacent land use is mini storage to the west, auto body repair facility north, and residential 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 of this request.

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

Attachments

a. 2023-057 ORD Rezoning 2107 Flower Acres (DOCX)
b. 2023-057 EXH 'A' (Legal Description) (PDF)
c. 2023-057 ATTH 01 (Maps) (PDF)
d. 2023-057 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	04/19/2023 11:29 AM
Public Works Department	Dusty Henslee	Reviewer	Completed	04/19/2023 12:54 PM
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:56 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Z-23-10

ORDINANCE NO. 2023-057

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 0.71-ACRE TRACT OF LAND (BEING THE SOUTH 150' OF LOTS 9 AND 10) FLOWER ACRES ADDITION, LOCATED AT 2107 FLOWER ACRES ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM GENERAL RETAIL TO COMMERCIAL; 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 0.71-acre tract of land (being the South 150' of Lots 9 and 10), (Exhibit 'A'), located at 2107 Flower Acres Road,** in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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 General Retail to Commercial on an approximate 0.71-acre tract of land (being the South 150' of Lots 9 and 10), (Exhibit 'A'), located at 2107 Flower 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 **General Retail to Commercial**; 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 **General Retail to Commercial** 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 0.71-acre tract of land (being the South 150' of Lots 9 and 10), (Exhibit 'A'),**

Attachment: 2023-057 ORD Rezoning 2107 Flower Acres (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

located at 2107 Flower Acres Road in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial.**

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 **8th of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-057 ORD Rezoning 2107 Flower Acres (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THIRD PARTY DEED

THE STATE OF TEXAS

COUNTY OF BOWIE

THAT, **I, VIKKI LEI POWELL, Independent Executrix of the Estate of Margaret Clark Wood, Deceased,** for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration to me cash in hand paid by the grantees herein named, the receipt of which is hereby expressly acknowledged and in further consideration of the sum of ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) by **GUARANTY BOND BANK,** the receipt of which is hereby acknowledged and confessed, which amount is advanced to me by Lender at the special instance and request of the Grantees herein to evidence their Vendor's Lien Note dated NOVEMBER 23rd, 2011, in the principal amount of ONE HUNDRED THREE THOUSAND, THREE HUNDRED AND NO/100 DOLLARS ($103,300.00), payable to the order of Lender, bearing an interest rate as set forth therein, and being due and payable as set forth therein, said note providing for acceleration of maturity in case of

Attachment: 2023-057 EXH 'A' (Legal Description) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

default and attorney's fees if collected through Probate Court or other legal proceedings, which Vendor's Lien is hereby and herein retained against the herein described property to secure the payment of said note and all interest that accrues thereon, which Vendor's Lien is hereby transferred and assigned, to Lender, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto **WILLIAM T. TERRAL, JR., and wife SHELLY E. TERRAL,** all that certain lot, tract or parcel of land situated in the County Of Bowie, State of Texas, to-wit:

The South 150 ft. of Lots No. 9 and 10 of FLOWER ACRES, a subdivision of 208 acres of the R.E. Sevey H.R. Survey, Bowie County, Texas as shown on a plat recorded in Volume 204, Page 36 of the Plat Records of Bowie County, Texas.

SUBJECT TO THE FOLLOWING:

Right of Way conveyed to the State of Texas by instrument recorded in Volume 364, Page 625, Deed Records of Bowie County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto belonging unto the said grantees, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEES, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Attachment: 2023-057 EXH 'A' (Legal Description) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereof are fully paid according to the face, tenor and effect and reading thereof, when this Deed shall become absolute.

EXECUTED this the 22nd day of NOVEMBER, 2011,
BUT TO BE EFFECTIVE THE 23RD DAY OF NOVEMBER, 2011.

Vikki Lei Powell

VIKKI LEI POWELL, INDEPENDENT
EXECUTRIX OF THE ESTATE OF
MARGARET CLARK WOOD,
DECEASED

Attachment: 2023-057 EXH 'A' (Legal Description) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

STATE OF TEXAS

COUNTY OF COLLIN

This instrument was acknowledged before me on the 22nd day of NOVEMBER, 2011, by VIKKI LEI POWELL, INDEPENDENT EXECUTRIX OF THE ESTATE OF MARGARET CLARK WOOD, DECEASED, and in the capacity therein stated.

Carla C Joseph
NOTARY PUBLIC, STATE OF TEXAS

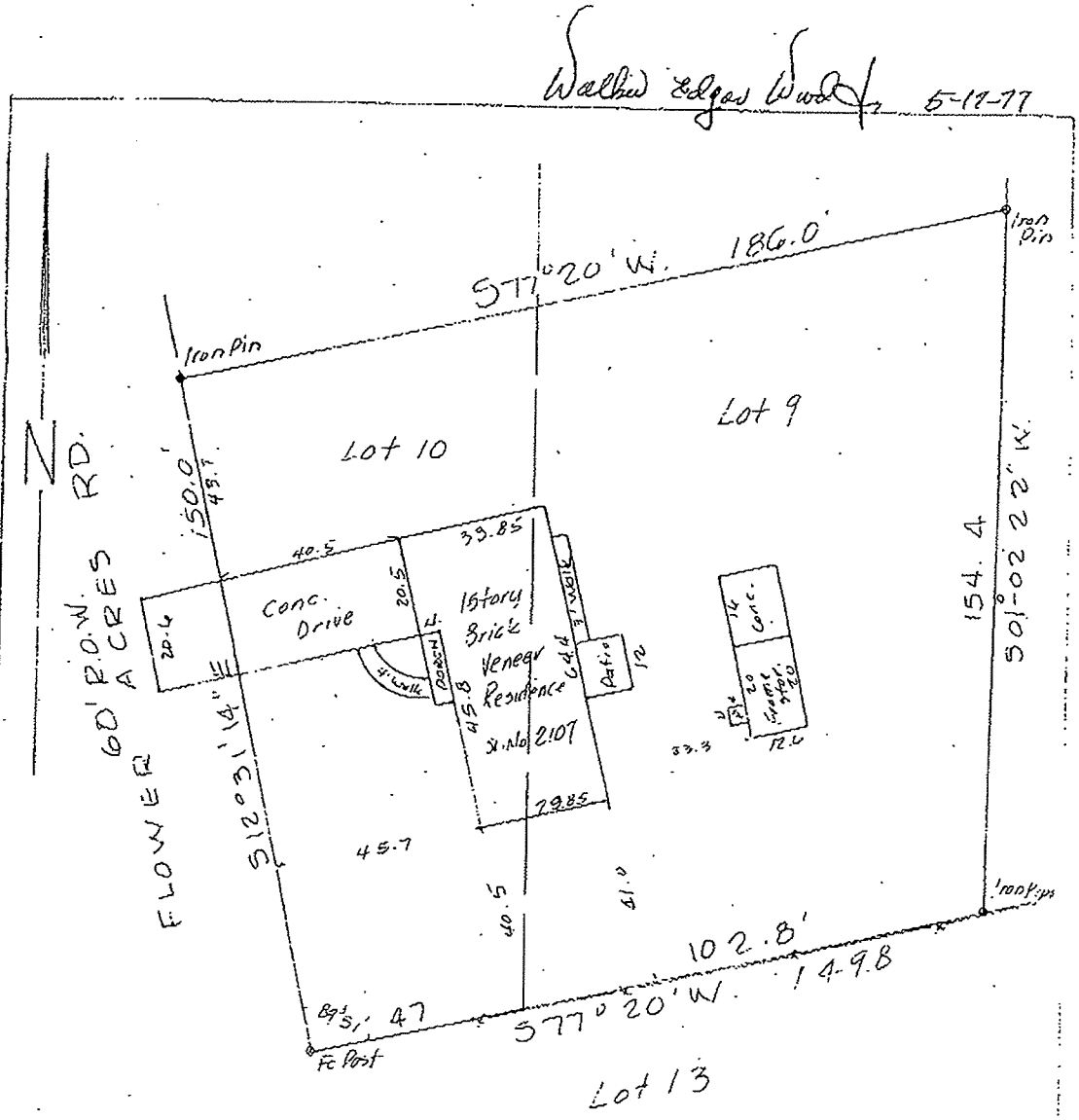
CARLA C. JOSEPH
Notary Public,
State of Texas
Comm. Exp. 03-13-12

MAILING ADDRESS OF GRANTEES
WILLIAM T. TERRAL, JR.
SHELY E TERRAL
2107 FLOWER ACRE ROAD
TEXARKANA, TX 75501

Attachment: 2023-057 EXH 'A' (Legal Description) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

RX Date/Time 10/19/2011 14:59 903 823 1325 P.002
10-19-'11 14:58 FROM-NORTON & WOOD 903-823-1325 T-485 P0002/0002 F-922

Walker Edgar Wood 5-17-77



THIS IS TO CERTIFY: that the plat hereon is a true representation of the property as determined by survey; the lines and dimensions of said property being as indicated by the plat; the size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property, set back from the property lines the distances indicated. There are no encroachments, conflicts or protrusions. The South 150 ft. of Lots No. 9 and 10 of FLOWER ACRES, a subdivision of 208 acres of the R.E. Sevey H.R. Survey, Bowie County, Texas as shown on a plat recorded in Vol. 204, Page 36 of the Plat Records of Bowie County, Texas.

Scale 1" = 30' May 10, 1977

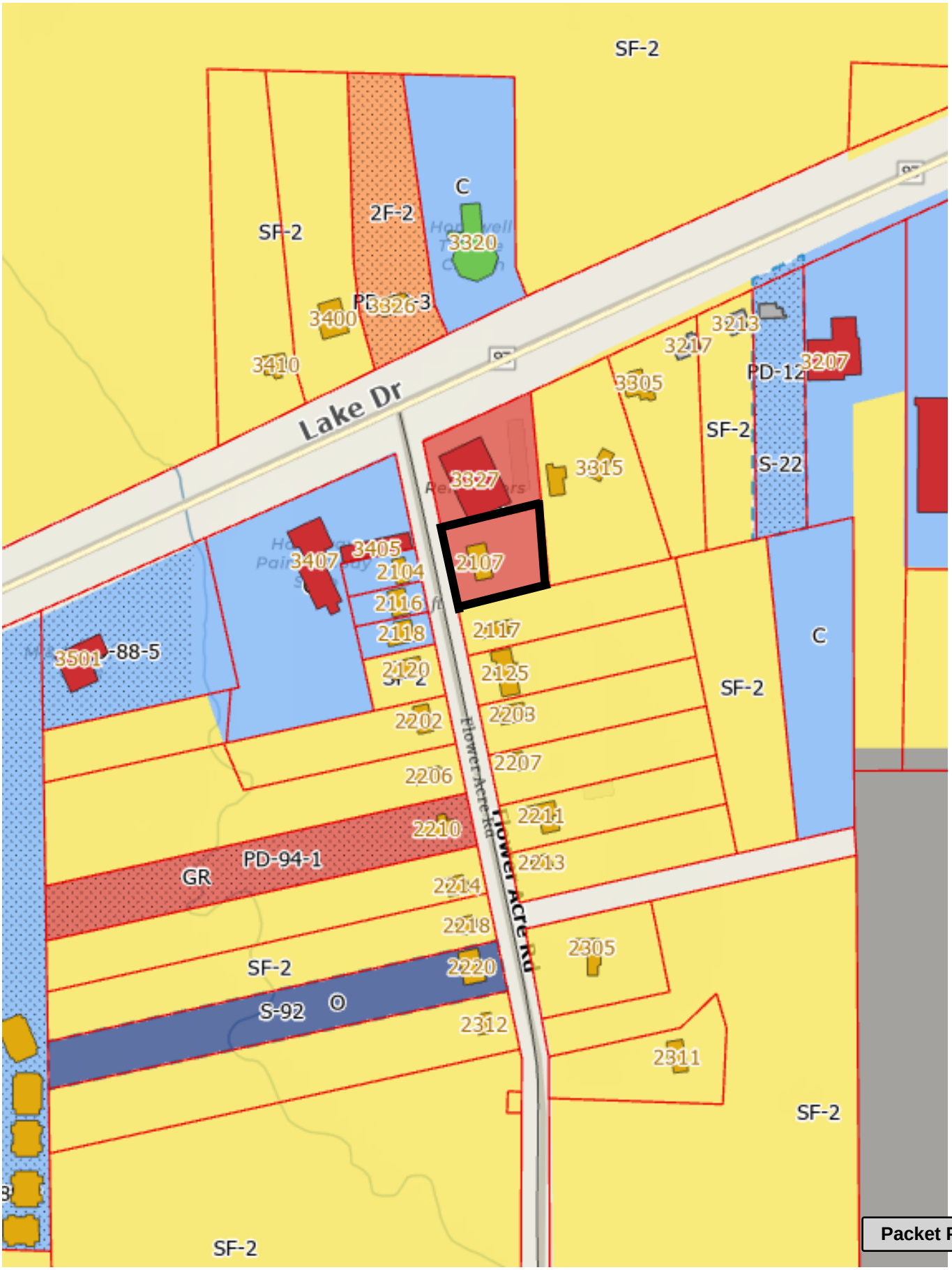
Final Survey - As Built

Richard V. Hall

Reg. Engineer Texas No. 8930

Attachment: 2023-057 EXH 'A' (Legal Description) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

2107 Flower Acres Rd.



Attachment: 2023-057 ATTH 01 (Maps) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

2023-057 ATTH 01
Z-23-10

2107 Flower Acres Rd.



Attachment: 2023-057 ATTH 01 (Maps) (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

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: 2023-057 Goals & Perspectives (3992 : 2023-057 ORD rezoning GR to Commercial at 2107 Flower Acres)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/20/2023 1:06 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-058 granting a Specific Use Permit to allow permanent cosmetics (facial tattooing) on an approximate 5.65-acre tract of land (being Tracts 388 and 388A), George Brinlee HRS, A-18, located at 4115 N. Kings Highway, Suite 109. Carter Floyd, owner, and Tammy Wroten, agent.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Carter Floyd, owner, and Tammy Wroten, agent, for a Specific Use Permit to allow one additional use of permanent cosmetic procedures/tattooing on an approximate 5.65-acre tract of land (being Tract 388 and 388A), George Brinlee HRS, A-18, located at 4115 North Kings Highway, Suite 109.

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

The adjacent zoning is General Retail to the north, south, and west, General Retail and SF-1 to the east. The adjacent land usage is residential to the north and east, businesses to the south and vacant land to the west.

A Specific Use Permit is required to allow the one additional use of a permanent cosmetic procedures/tattooing in this zoning district. The application of permanent cosmetics is also considered a tattoo as well as any inked body art. The State of Texas will regulate this business as to licensing and other health related issues. This request meets all city requirements to allow the one additional use of a tattoo studio on this property. It appears that there is adequate parking for this business.

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

1. That the owner/or any employee performing the application of tattooing procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That if this use ever ceases at this location, the City may revoke the

Specific Use Permit that allows a tattoo studio.

3. That the sale of tobacco products or drug paraphernalia is prohibited.
4. That any remodeling of the current building must meet all city codes and requires licensed contractors.
5. That no painting of the windows or the building with advertisement or graphic art.
6. That if any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

Attachments

a. 2023-058 ORD granting SUP for permanent cosmetics-facial tattooing at 4115 N Kings Hwy Ste 109 (DOCX)
b. 2023-058 EXH 'A' (Legal Notice) (PDF)
c. 2023-058 ATTH 01 (Maps) (PDF)
d. 2023-058 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed
	04/19/2023 11:30 AM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	04/19/2023 12:55 PM			
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:56 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Attachment: 2023-058 ORD granting SUP for permanent cosmetics-facial tattooing at 4115 N Kings Hwy Ste 109 (3993 : 2023-058 ORD SUP to

ORDINANCE NO. 2023-058 S-774

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-774 TO ALLOW THE LOCATION OF ONE ADDITIONAL USE OF PERMANENT COSMETICS IN A TENANT SPACE ON AN APPROXIMATE 5.65-ACRE TRACT OF LAND (BEING TRACT 388 AND 388A) GEORGE BRINLEE HRS, A-18, LOCATED AT 4115 NORTH KINGS HIGHWAY, SUITE 109, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow one additional use of permanent cosmetics on an **approximate 5.65-acre tract of land (being Tract 388 and 388A), George Brinlee HRS, A-18, Exhibit 'A', located in a tenant space at 4115 North Kings Highway, Suite 109,** in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow one additional use of permanent cosmetics** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-774 to allow one additional use of permanent cosmetics on approximate 5.65-acre tract of land (being Tract 388 and 388A), George Brinlee HRS, A-18, Exhibit 'A', located in a tenant space at 4115 North Kings Highway, Suite 109**, in the City of Texarkana, Bowie County, Texas.

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

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

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-058 ORD granting SUP for permanent cosmetics-facial tattooing at 4115 N Kings Hwy Ste 109 (3993 : 2023-058 ORD SUP to

EXHIBIT "A-1" DESCRIPTION OF CENTER (Legal Description)

A tract of land in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, lying North of and adjacent to Interstate Highway No. 30 and West of and adjacent to F.M. Road No. 989 and being more particularly described by metes and bounds as follows:

BEGINNING at a Point of Intersection of the North right-of-way line of Interstate Highway No. 30 and the West right-of-way line of F.M. Road No. 989, said Point of Beginning being 540 feet at right angles from survey centerline station 2213 = 51.34 of Interstate Highway No. 30, said Point of Beginning also being 50 feet at right angles from the centerline of F.M. Road No. 989;

THENCE: N 06 degrees 00' W, with said West right-of-way line of F.M. Road No. 989, a line 50 feet at right angles from and parallel to the centerline of said road, 617.33 feet to a point in the projection of an existing fence line;

THENCE: S 88 degrees 05' 29" W, with said projection of an existing fence line, 203.6 feet to an angle point in said fence line;

THENCE: S 87 degrees 25' 38" W, with said fence line, 394.81 feet to a 1 inch iron pipe found in place;

THENCE: S 22 degrees 30' 25" E, 376.22 feet to a 1 inch iron pipe found in place;

THENCE: S 13 degrees 26' 20" E, 15.00 feet to a 1 1/4 inch iron pipe found in place;

THENCE: S 07 degrees 45' 05" E, 356.68 feet to a 2 inch reinf. steel found in place in the North right-of-way line of Interstate Highway No. 30;

THENCE: N 73 degrees 11' E, with said North right-of-way line, 217.20 feet to an angle point in said right-of-way line, same being 450 feet at right angles from survey centerline station 2211 + 00;

THENCE: N 84 degrees 39' E, with said North right-of-way line, 203.96 feet to an angle point in said right-of-way line, same being 490 feet at right angles from survey centerline station 2213 + 00;

THENCE: N 51 degrees 43' E, with said North right-of-way line, 71.16 feet to the POINT OF BEGINNING and containing 8.01 acres of land, more or less.

SAVE AND EXCEPT the following described property:

BEGINNING at a right-of-way marker found for corner at the upper Southeast corner of said 8.01 acre tract, said point being at the intersection of the North right-of-way line of Interstate Highway No. 30, with the West right-of-way line of F.M. Road No. 989, said point being 540.00 feet at right angles from survey centerline station 2213.+51.43 of said Interstate Highway No. 30, and being

Attachment: 2023-058 EXH 'A' (Legal Notice) (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

Exhibit "A-1" - Description of Center (continued)

50.00' at right angles from the center of said F. M. Road No. 989;
THENCE: N 06 deg. 00' 00" W, with the West right-of-way line of said F. M. Road No. 989, same being the East line of said 8.01 acre tract, 171.50 feet to a 2 inch iron pin set for corner;
Exhibit AA-1" - Legal Description (continued)

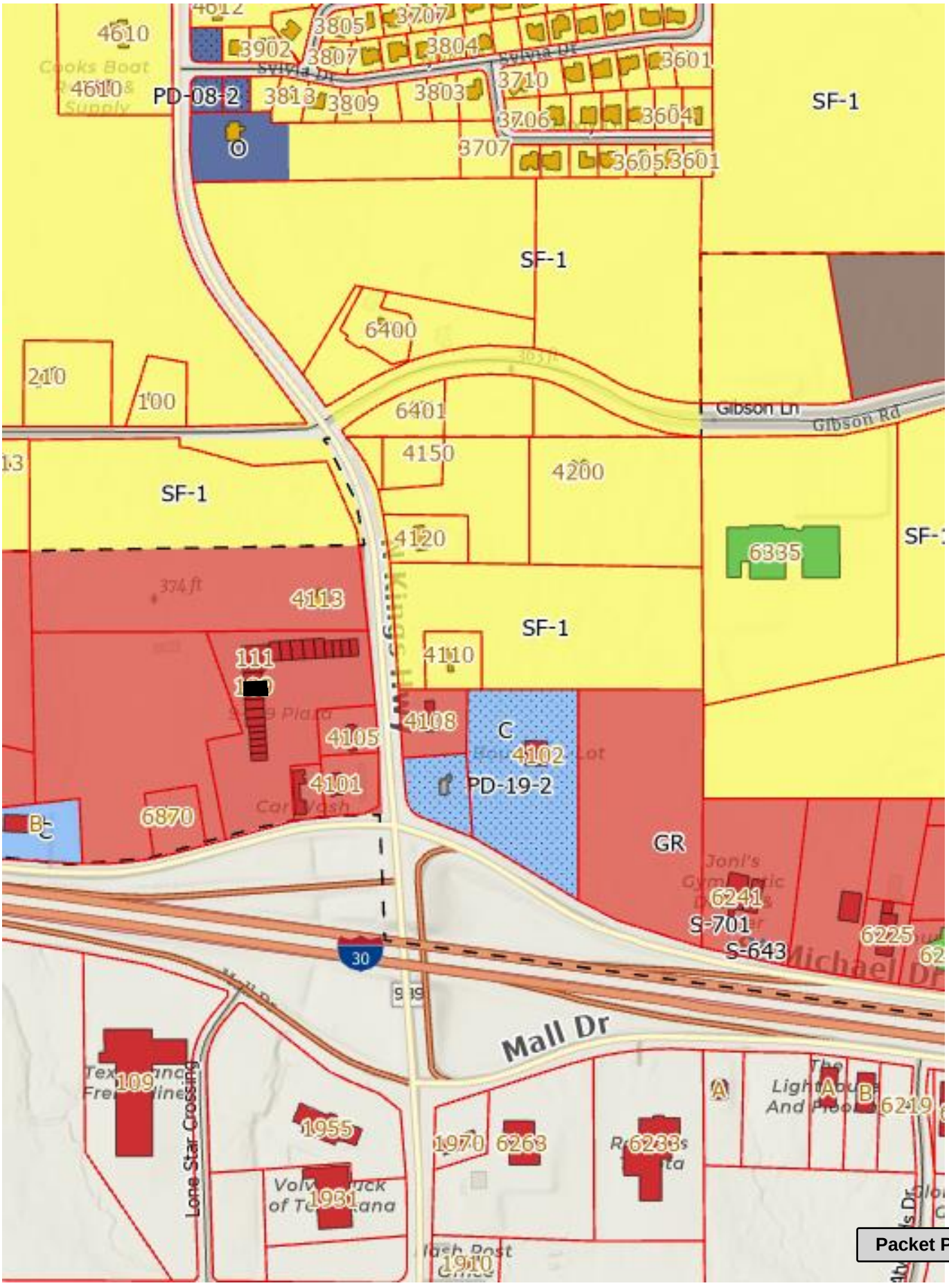
THENCE: S 83 deg. 53' 34" W, 210.00 feet to a 2 inch iron pin set for corner;
THENCE: S 06 deg. 00' 00" E, 210.00 feet to a 2 inch iron pin set for corner on the North right-of-way line of said Interstate Highway No. 30;
THENCE: N 83 deg. 53' 34" E, with said Interstate Highway No. 30 right-of-way line, same being the South line of said 8.01 acre tract, 151.47 feet to a right-of-way marker found at an angle point;
THENCE: N 50 deg. 35' 28" E, continuing with said Interstate Highway No. 30 right-of-way line, same being a South line of said 8.01 acre tract, 70.11 feet to the PLACE OF BEGINNING and containing 0.987 acre of land, more or less.

And,

COMMENCING at a right-of-way marker found for corner at the upper Southeast corner of said 8.01 acre tract, said point being at the intersection of the North right-of-way line of Interstate Highway No. 30, with the West right-of-way line of F.M. Road No. 989, said point being 540.00 feet at right angles from survey centerline station 2213 + 51.43 of said Interstate Highway No. 30, and being 50.00 feet at right angles from the center of said F.M. Road No. 989,
THENCE: N 06 deg 00' 00" W, with the West right-of-way line of said FM. Road No. 989, same being the East line of said 8.01 acre tract, 171.50 feet to a 2 inch iron pin set for corner and the POINT OF BEGINNING for the herein described tract;
THENCE: N 06 deg 00' 00" W, continuing with said right-of-way line, same being the East line of said 8.01 acre tract, 175.00 feet to a 2 inch iron pin set for corner;
THENCE: S 83 deg. 53' 34" W, 210.00 feet to a 2 inch iron pin set for corner;
THENCE: S 06 deg 00' 00" E, 175.00 feet to a 2 inch iron pin set for corner;
THENCE: N 83 deg 53' 34" E, 210.00 feet to the PLACE OF BEGINNING and containing 0.844 acre of land, more or less.

Attachment: 2023-058 EXH 'A' (Legal Notice) (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

4115 N Kings Hwy, Suite 109



Attachment: 2023-058 ATTH 01 (Maps) (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

2023-058 ATTH 01
S-774

4115 N Kings Hwy, Suite 109



Attachment: 2023-058 ATTH 01 (Maps) (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

2023-058 ATTH 01
S-774

4115 N Kings Hwy, Suite 109



Attachment: 2023-058 ATTH 01 (Maps) (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

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: 2023-058 Goals & Perspectives (3993 : 2023-058 ORD SUP to allow permanent cosmetics at 4115 N Kings Hwy, Ste 109)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/19/2023 11:02 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-059 rezoning on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Single Family-2 to Single Family-3. Katherine McGee, owner and Austin Edwards, agent.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Katherine McGee, owner, and Austin Edwards, agent, to rezone an approximate 3.36-acre tract of land (being Tract 4D) West Texarkana GDN, located at 700 Elliott Road from Single Family-2 to Single Family-3.

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

The adjacent zoning is Agriculture to the west, Single Family-2 to the north, Industrial-1 to the south, and 369 corridor to the east. The adjacent land use is residential to the west and north, vacant land to the south, and 369 corridor 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 of this request.

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

Attachments

a. 2023-059 ORD Rezoning 700 Elliott Rd (DOCX)
b. 2023-059 EXH 'A' (Legal Description) (PDF)
c. 2023-059 ATTH 01 (Maps) (PDF)
d. 2023-059 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed
	04/19/2023 11:31 AM			
Public Works Department		Dusty Henslee	Reviewer	Completed
	04/19/2023 12:55 PM			
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:56 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Z-23-8

ORDINANCE NO. 2023-059

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 3.36-ACRE TRACT OF LAND (BEING TRACT 4D),WEST TEXARKANA GDN, LOCATED AT 700 ELLIOTT ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an **approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, (Exhibit 'A'), located at 700 Elliott Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted five (5) to zero (0) to recommend for approval of the application for rezoning from Single Family-2 to Single Family-3 on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, (Exhibit 'A'), located at 700 Elliott 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-2 to Single Family-3**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an **approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, (Exhibit 'A'),**

Attachment: 2023-059 ORD Rezoning 700 Elliott Rd (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott Rd)

located at 700 Elliott Road in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3.**

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

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

SECTION 4: 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 **8th of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-059 ORD Rezoning 700 Elliott Rd (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott Rd)

PROPERTY DESCRIPTION – 700 ELLIOTT STREET, TEXARKANA, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF THE BLOCK NO. FOUR (4) OF WEST TEXARKANA GARDEN ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 40, PAGE 45 OF THE PLAT RECORDS OF BOWIE COUNTY, TEXAS AND BEING ALL OF A 3.50 ACRE TRACT AS DESCRIBED IN WARRANTY DEED FROM THOMAS S. RHODEN AND WIFE, LOUISE RHODEN TO WILLIAM H. MCGEE AND WIFE, SUSIE L. MCGEE DATED AUGUST 28, 1958, RECORDED IN VOLUME 363, PAGE 83 OF THE DEED RECORDS OF BOWIE COUNTY, TEXAS AND BEING ALL OF A 3.53 ACRE TRACT AS DESCRIBED IN WARRANTY DEED FROM FIRSTBANK, TRUSTEE OF LAST WILL OF ROY W. DAVIS TO WILLIAM H. MCGEE AND WIFE, SUSIE L. MCGEE DATED OCTOBER 24, 1997, RECORDED IN VOLUME 2746, PAGE 248 OF THE REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT A FOUND 1" METAL PIPE FOR CORNER AT THE NORTHEAST CORNER OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, TEXARKANA, TEXAS;

THENCE: S 00°47'23" E, WITH THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 206.12 FEET TO A FOUND 1/2" REBAR FOR CORNER;

THENCE: S 00°33'55" E, WITH THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 100.55 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP (STAMPED R.P.L.S. 4874 TYPICAL) FOR CORNER AT AN EXISTING FENCE CORNER AND BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND;

THENCE: S 01°00'22" E, ALONG AN EXISTING FENCE LINE, SAME BEING THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 486.00 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 89°42'16" W, WITH THE SOUTH BOUNDARY LINE OF THE ABOVE DESCRIBED 3.50 ACRE TRACT, 640.30 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF ELLIOTT ROAD;

THENCE: N 01°00'25" W, WITH THE EAST RIGHT-OF-WAY LINE OF ELLIOTT ROAD, 470.86 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER IN AN EXISTING FENCE LINE;

THENCE: N 88°20'02" E, ALONG AN EXISTING FENCE LINE, SAME BEING THE NORTH BOUNDARY LINE OF THE ABOVE DESCRIBED 3.53 ACRE TRACT, 640.30 FEET TO THE POINT OF BEGINNING, CONTAINING 7.0308 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED USING GPS (GLOBAL POSITIONING SYSTEM) ON OCTOBER 23, 2017, OPERATING WITHIN THE PARAMETERS OF WGS-84.

THIS LOT IS NOT WITHIN A DESIGNATED FLOOD PLAIN, ACCORDING TO FEDERAL INSURANCE ADMINISTRATION RATE MAP, MAP NUMBER 48037C0365D, EFFECTIVE DATE OCTOBER 19, 2010.

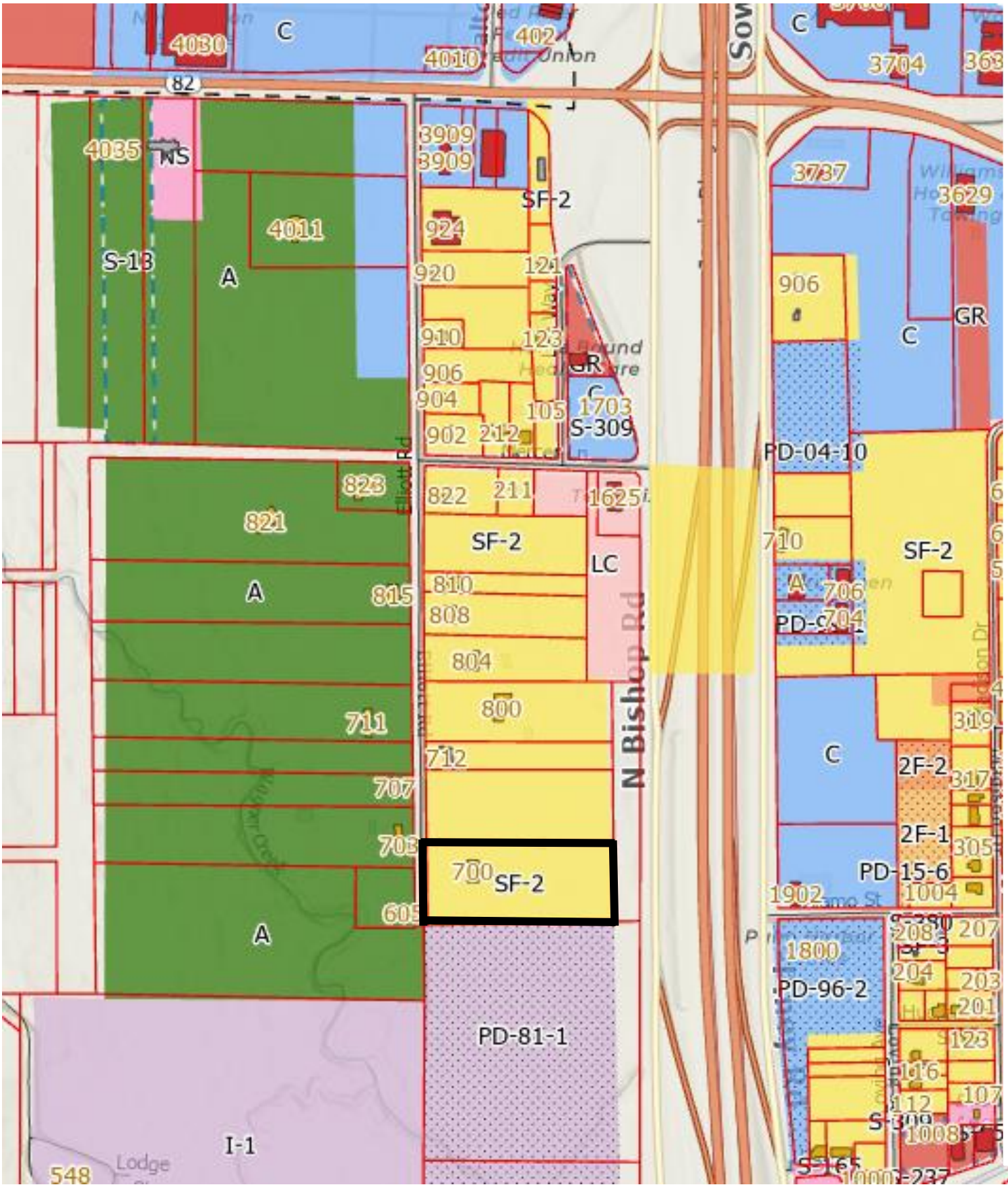
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS-OF-WAY (ALL EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN IF TITLE COMMITMENT WAS PROVIDED PRIOR TO FIELD WORK), EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.



Attachment: 2023-059 EXH 'A' (Legal Description) (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott Rd)

2023-059 ATTH 01
Z-23-8

700 Elliott Road



Attachment: 2023-059 ATTH 01 (Maps) (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott Rd)

2023-059 ATTH 01
Z-23-8

700 Elliott Road



Attachment: 2023-059 ATTH 01 (Maps) (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott 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: 2023-059 Goals & Perspectives (3994 : 2023-059 ORD rezoning SF-2 to SF-3 at 700 Elliott Rd)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/19/2023 11:05 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-060 granting a Specific Use Permit allowing the location of a double wide HUD code manufactured home on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road. Katherine McGee, owner, and Austin Edwards, agent.		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

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 Katherine McGee, owner, and Austin Edwards, agent for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, located at 700 Elliott Road.

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

The adjacent zoning is Agriculture to the west, Single Family-2 to the north, Industrial-1 to the south, and 369 corridor to the east. The adjacent land use is residential to the west and north, vacant land to the south, and 369 corridor to the east.

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

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

1. That one 2017 or newer double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.

4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

Potential Options:

Approve or Deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

Attachments

a. 2023-060 ORD SUP HUD code mnfctrd home south of 700 Elliott Rd (DOCX)
b. 2023-060 EXH 'A' (Legal Description) (PDF)
c. 2023-060 ATTH 01 (Maps) (PDF)
d. 2023-060 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed 04/19/2023 11:32 AM
Public Works Department		Dusty Henslee	Reviewer	Completed 04/19/2023 12:55 PM
City Manager	David Orr	Reviewer	Completed	04/19/2023 12:57 PM

City of Texarkana, Texas

City Council 6:00 PM	Jennifer Evans	Meeting	Completed	04/24/2023

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

S-775

ORDINANCE NO. 2023-060

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-775 TO ALLOW THE LOCATION OF A DOUBLE WIDE HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 3.36-ACRE TRACT OF LAND (BEING TRACT 4D), WEST TEXARKANA GDN, LOCATED AT 700 ELLIOTT ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on an **approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, (Exhibit 'A'), located at 700 Elliott Road**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a double wide HUD code manufactured home** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-775 for the location of a double wide HUD code manufactured home on an approximate 3.36-acre tract of land (being Tract 4D), West Texarkana GDN, (Exhibit 'A'), located at 700 Elliott Road,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-060 ORD SUP HUD code mnfctrd home south of 700 Elliott Rd (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at

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

1. That one 2017 or newer double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-060 ORD SUP HUD code mnfctrd home south of 700 Elliott Rd (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at

PROPERTY DESCRIPTION – 700 ELLIOTT STREET, TEXARKANA, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND BEING A PART OF THE BLOCK NO. FOUR (4) OF WEST TEXARKANA GARDEN ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 40, PAGE 45 OF THE PLAT RECORDS OF BOWIE COUNTY, TEXAS AND BEING ALL OF A 3.50 ACRE TRACT AS DESCRIBED IN WARRANTY DEED FROM THOMAS S. RHODEN AND WIFE, LOUISE RHODEN TO WILLIAM H. MCGEE AND WIFE, SUSIE L. MCGEE DATED AUGUST 28, 1958, RECORDED IN VOLUME 363, PAGE 93 OF THE DEED RECORDS OF BOWIE COUNTY, TEXAS AND BEING ALL OF A 3.53 ACRE TRACT AS DESCRIBED IN WARRANTY DEED FROM FIRSTBANK, TRUSTEE OF LAST WILL OF ROY W. DAVIS TO WILLIAM H. MCGEE AND WIFE, SUSIE L. MCGEE DATED OCTOBER 24, 1997, RECORDED IN VOLUME 2746, PAGE 248 OF THE REAL PROPERTY RECORDS OF BOWIE COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING: AT A FOUND 1" METAL PIPE FOR CORNER AT THE NORTHEAST CORNER OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, TEXARKANA, TEXAS;

THENCE: S 00°47'23" E, WITH THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 206.12 FEET TO A FOUND 1/2" REBAR FOR CORNER;

THENCE: S 00°33'55" E, WITH THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 100.55 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP (STAMPED R.P.L.S. 4874 TYPICAL) FOR CORNER AT AN EXISTING FENCE CORNER AND BEING THE POINT OF BEGINNING FOR THE HEREIN DESCRIBED TRACT OF LAND;

THENCE: S 01°00'22" E, ALONG AN EXISTING FENCE LINE, SAME BEING THE EAST BOUNDARY LINE OF BLOCK NO. 4 OF SAID WEST TEXARKANA GARDEN ADDITION, 486.00 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER;

THENCE: S 89°42'16" W, WITH THE SOUTH BOUNDARY LINE OF THE ABOVE DESCRIBED 3.50 ACRE TRACT, 640.30 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER ON THE EAST RIGHT-OF-WAY LINE OF ELLIOTT ROAD;

THENCE: N 01°00'25" W, WITH THE EAST RIGHT-OF-WAY LINE OF ELLIOTT ROAD, 470.86 FEET TO A SET 5/8" REBAR WITH PLASTIC CAP FOR CORNER IN AN EXISTING FENCE LINE;

THENCE: N 88°20'02" E, ALONG AN EXISTING FENCE LINE, SAME BEING THE NORTH BOUNDARY LINE OF THE ABOVE DESCRIBED 3.53 ACRE TRACT, 640.30 FEET TO THE POINT OF BEGINNING, CONTAINING 7.0308 ACRES OF LAND, MORE OR LESS.

BASIS OF BEARINGS: BEARINGS ARE BASED ON GEODETIC NORTH AS MEASURED USING GPS (GLOBAL POSITIONING SYSTEM) ON OCTOBER 23, 2017, OPERATING WITHIN THE PARAMETERS OF WGS-84.

THIS LOT IS NOT WITHIN A DESIGNATED FLOOD PLAIN, ACCORDING TO FEDERAL INSURANCE ADMINISTRATION RATE MAP, MAP NUMBER 48037C0365D, EFFECTIVE DATE OCTOBER 19, 2010.

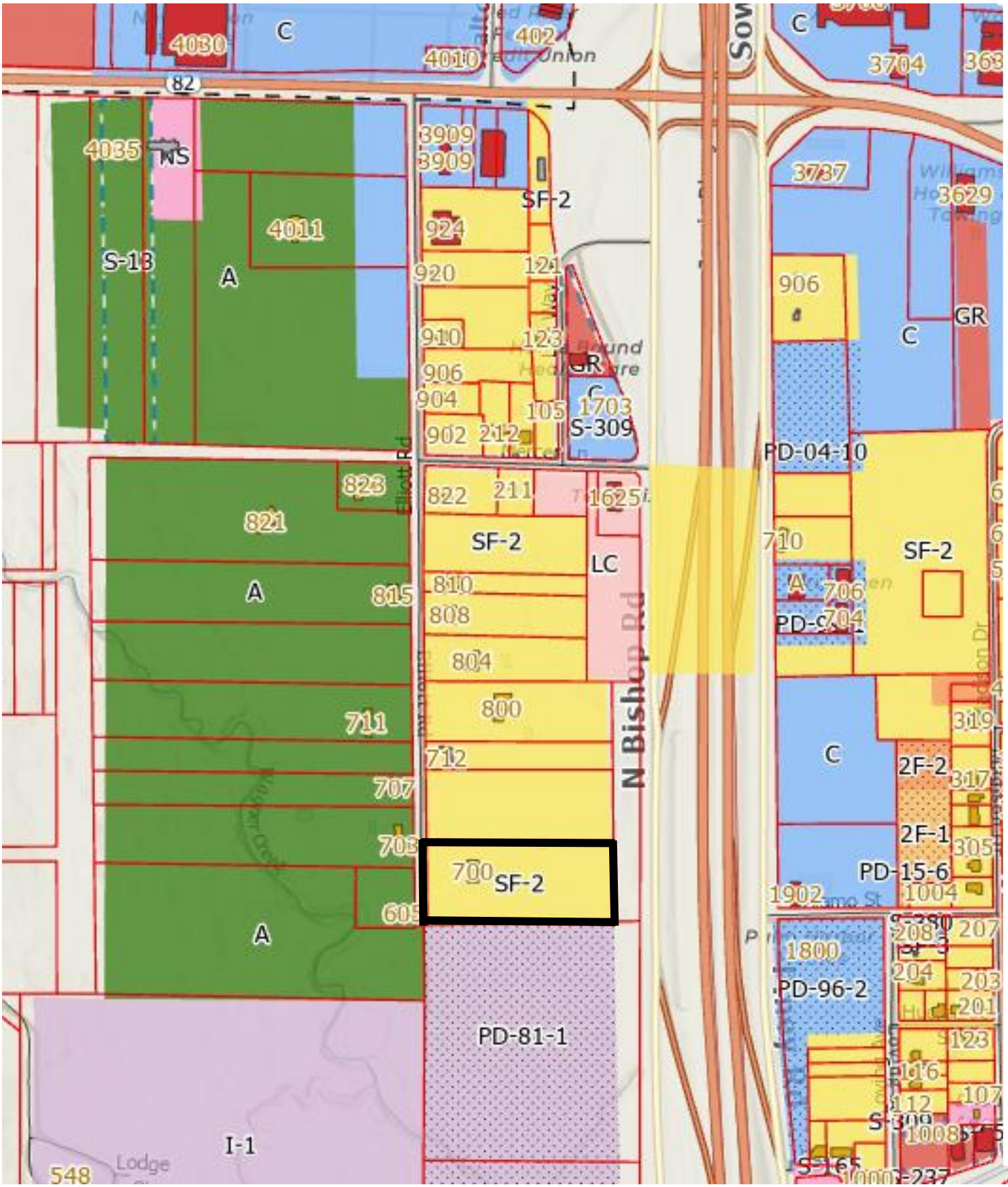
THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND IS CORRECT, AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARY LINE CONFLICTS, ENCROACHMENTS OF IMPROVEMENTS, VISIBLE EASEMENTS OR RIGHTS-OF-WAY (ALL EASEMENTS AND RIGHTS-OF-WAY ARE SHOWN IF TITLE COMMITMENT WAS PROVIDED PRIOR TO FIELD WORK), EXCEPT AS SHOWN HEREON, AND THAT SAID PROPERTY HAS ACCESS TO AND FROM A PUBLIC ROADWAY.



Attachment: 2023-060 EXH 'A' (Legal Description) (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at 700 Elliott Rd)

2023-060 ATTH 01
S-775

700 Elliott Road



Attachment: 2023-060 ATTH 01 (Maps) (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at 700 Elliott Rd)

2023-060 ATTH 01
S-775

700 Elliott Road



Attachment: 2023-060 ATTH 01 (Maps) (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at 700 Elliott 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: 2023-060 Goals & Perspectives (3995 : 2023-060 ORD SUP to allow HUD code mnfctrd home at 700 Elliott Rd)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/20/2023 1:21 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Zoning Administrator
Subject:	Ordinance No. 2023-061 granting a Specific Use Permit to allow the location of a cellular tower on an approximate 7.13-acre tract of land (being Tract 44A), J M Goffe, HRS, A-244, located at 2718 Moores Lane. Patrick Cannon, representing Walnut Church of Christ, owner, and Wayne Barnett, agent. (A 3/4 vote of the Council is required to adopt this ordinance).		

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

Item Schedule

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

Updates/History of Briefing:

See staff recommendation below.

Executive Summary and Background Information:

This is a request by Patrick Cannon, representing Walnut Church of Christ, owner and Wayne Barnett, agent, for Specific Use Permit to allow the location a self-support 170' telecommunications tower on a portion of a 26.150-acre tract of land (being Tract 44A), J M Goffe HRS, A-244, located at 2718 Moores Lane. This property is currently zoned Single Family-2 and is vacant land.

The adjacent zoning is Single Family-2 to the north, east, and west, and Office to the south. The adjacent land use is residential to the north and west, a church to the east and Office to the south.

The Future Land Use Map has designated this property as "Neighborhood Retail"

The tower will be a 170' ft. self-support, telecommunications tower within a 75-foot square fenced area of the larger parcel. Access will be from Sandlin and one parking area for a service vehicle. Towers are allowed in the current zoning district but requires a Specific Use Permit. Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends approval of this request. A 3/4 affirmative vote by the City Council (that is, 5 Councilmembers voting to approve the request) is required to approve this request given the denial by the Planning and Zoning Commission and a petition in opposition meeting the threshold requirements of City Code.

The staff recommendation to approve this request, notwithstanding the Commission's denial and petition in opposition, primarily focuses on the following:

1. Recent Council approvals of cell towers of greater height than the pending request:

   S-718 / Ordinance No. 2020-044 granting a specific use permit to allow a 180' telecommunications tower on Lots 7 & 8, Block 125, Trigg's Addition, located at 1204 Wood Street. The Planning and Zoning Commission unanimously recommended approval.

   S-752 / Ordinance No. 2022-060 granting a specific use permit to allow the location of a 200' telecommunications tower on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land, Lot 5, Wellsford Subdivision, located at 3118 Norton Street. The Planning and Zoning Commission voted four to one for approval of this request.

2. Owner intent: Although the Commission received information of disagreement among church members regarding this request, church leadership represented that the governing board for the church body has agreed to the cell tower.

3. Tower company response to concerns: persons in opposition appearing before the Commission stated concerns regarding esthetics of the neighborhood, bird population, property values, health concerns from radio waves, and neighborhood access. The tower company addressed these concerns by stating that the mature trees on this undeveloped property stand around 80 feet tall, while the cell tower height would be 170 feet; and the minimum number of trees that would be cut down would be the actual tower pad location which is approximately 75' by 75'. The company also agreed to the following: relocating the proposed situs of the tower to the south and east; and moving the tower access to the church parking lot (with one parking area for a service vehicle) rather than the original proposal for access from Sandlin.

4. Federal law for cellular accessibility: The section of the federal Telecommunications Act of 1996 which governs "Mobile services", 47 U.S.C. §

332, initially addresses preservation of local zoning authority in broad terms, but the exemptions and limitations in the law substantially limit local zoning authority. Per federal law, when local government deals with "personal wireless service facilities" --- meaning facilities for the provision of "personal wireless services" (defined as "commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services") --- the local government is bound by these limitations:

- when regulating the placement, construction, and modification of personal wireless service facilities, (I) shall not unreasonably discriminate between providers of functionally equivalent services, and (II) shall not prohibit or have the effect of prohibiting the provision of personal wireless service

- shall act on any request for authorization to place, construct, or modify personal wireless service facilities within a "reasonable period of time" after the request is filed (with qualifiers regarding the nature and scope of such request)

- shall issue a written opinion explaining a decision to deny a request to place, construct, or modify personal wireless service facilities; the decision must be supported by substantial evidence contained in a written record

- prohibition (no qualifiers) on regulating the placement, construction, and modification of personal wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with FCC regulations concerning such emissions.

Acting inconsistently with these limitations can form the basis of a civil suit in state or federal court; and, in addition, acting inconsistently with the last item on frequency emissions can form the basis of a petition to the FCC.

City staff cannot reconcile the Planning and Zoning Commission denial and petition in opposition with these considerations and federal law limitations; City staff submits that a decision to deny the request would not find support by substantial evidence in the written record of the commission proceedings for this request; and therefore, City staff continues to recommend approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

April 3, 2023

City of Texarkana, Texas

Attachments

a. 2023-061 ORD SUP for Telecommunication Tower at 2718 Moores Ln (DOCX)
b. 2023-061 EXH 'A' (Legal Description) (PDF)
c. 2023-061 ATTH 01 (Maps) (PDF)
d. 2023-061 ATTH 02 (Site Plan) (PDF)
e. 2023-061 ATTH 03 (New Site Plan) (PDF)
f. 2023-061 ATTH 04 (Elevation) (PDF)
g. 2023-061 ATTH 05 (new site sketch 3-31-23) (PDF)
h. 2023-061 ATTH 06 (Opposition letter and Petition) (PDF)
i. 2023-061 ATTH 07 (2nd Oppostition Petition) (PDF)
j. 2023-061 ATTH 08 (Cell Tower Map) (PDF)
k. 2023-061 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed 04/19/2023 3:01 PM
Public Works Department		Dusty Henslee	Reviewer	Completed 04/19/2023 3:12 PM
City Manager	David Orr	Reviewer	Completed	04/21/2023 2:41 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

S-772

ORDINANCE NO. 2023-061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-772 TO ALLOW THE LOCATION OF A TELECOMMUNICATION TOWER ON A 7.13-ACRE TRACT OF LAND (BEING TRACT 44A), J M GOFFE HRS, A-244, LOCATED AT 2718 MOORES LANE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a telecommunication tower on an **approximate 7.13-acre tract of land (being Tract 44A), J M GOFFE HRS, A-244, (Exhibit 'A')**, **located at 2718 Moores Lane**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be denied to allow the location of a telecommunications tower** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-772 for the location of a telecommunications tower on an approximate 7.13-acre tract of land (being Tract 44A), J M GOFFE HRS, A-244, (Exhibit 'A')**, located at 2718 Moores Lane, in the City of Texarkana, Bowie County, Texas.

Attachment: 2023-061 ORD SUP for Telecommunication Tower at 2718 Moores Ln (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

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

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2023-061 ORD SUP for Telecommunication Tower at 2718 Moores Ln (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

LEGAL DESCRIPTION

S-772

Parent Parcel (as per Deed)

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a 40 acre tract designated as Lot No. 4 of the partition of the Charles H. Moores land, said Lot No. 4 was partitioned to Eli H. Moores by Deed dated May 1, 1912, of record in Volume 62, Page 646, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:

BEGINNING at an iron point found for corner at the Northwest corner of said Lot No. 4, said point being the Northeast corner of Northview Estates, a Sub division of a part of the J. M. Goff Headright Survey, Bowie County, Texas, according to the plat thereof of record in Volume 606, Page 389, Deed Records, Bowie County, Texas;

THENCE: N 89°00'48" E, with the North line of said Lot No. 4, at 1047.00 feet past an iron pin found and continuing in all a total distance of 1099.18 feet to a 1/2" iron pin set for corner at the Northwest corner of a certain 40.00 foot right-of-way conveyed to Bowie County, Texas, by Deed dated June 4, 1970, of record in Volume 519, Page 361, Deed Records, Bowie County, Texas;

THENCE: S 01°57'11" E, (called South) with the West line of said right-of-way, 934.55 feet to an iron pin found for corner at the Northeast corner of a 1.454 acre tract of land conveyed to Ida Lou Moores Ames by Deed dated October 27, 1972, of record in Volume 552, Page 36, Deed Records;

THENCE: S 89°03'55" W, with the North line of said 1.454 acre tract, 171.96 feet to a 1/2" iron pin set for corner at the Northwest corner of sad 1.454 acre tract;

THENCE: S 01°48'23" E, with the West line of said 1.454 acre tract, 370.62 feet to an iron pin found for corner at the Southwest corner of sad 1.454 acre tract, said point being on the North right-of-way line of F. M. Road No. 2240 Moores Lane;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 111.45 feet to an iron pin found for corner on the East line of a certain 2 acre tract of land conveyed to Dennis Skinner, Jr. by Deed of record in Volume 1828, Page 188, Real Property Records, Bowie County, Texas;

THENCE: N 01°27'05" W, with the East line of said 2 acre tract, 369.31 feet to an iron pin found for corner at the Northeast corner of said 2 acre tract;

THENCE: S 89°48'33" W, with the North line of sad 2 acre tract, 209.57 feet to an iron pin found for corner at the Northwest corner of said 2 acre tract;

THENCE: S 01°31'08" E, with the West line of said 2 acre tract, 372.03 feet to a 1/2" iron pin set for corner on the North right-of-way line of said Moores Lane, said point being referenced by an iron pin found, S 01°31'08" E, 5.01 feet;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 40.83 feet to a 1/2" iron pin set for corner on the East line of a certain tract of land conveyed to William E. Hinton, Jr., by Deed of record in Volume 547, Page 527, Deed Records, Bowie County, Texas, said point being referenced by an iron pin found, S 01°22'35" E, 6.50 feet;

THENCE: N 01°22'35" W, with the East line of said Hinton tract, at 178.11 feet past its Northeast corner, same being the Southeast corner of a certain tract of land conveyed to Lajuan Martin by Deed dated April 20, 1994, of record in Volume 2127, Page 27, Real Property Records, Bowie County, Texas, and continuing with Martin's East line in all a total distance of 369.61 feet to an iron pin found for corner at the Northeast corner of said Martin tract;

THENCE: S 89°03'55" W, with Martin's North line, 104.36 feet to a 1/2" iron pin set for corner at the Northwest corner of said Martin tract;

THENCE: S 01°22'35" E, with the West line of said Martin tract and Hinton tract, 369.61 feet to a 1/2" iron pin set for corner on the North right-of-way line of said Moores Lane, said point being referenced by an iron pin found, S 01°22'35" E, 5.16 feet;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 177.77 feet to a 1/2" iron pin set for corner at the Southeast corner of a certain tract of land conveyed to Guy Davis by Deed recorded in Volume 205, Page 39, Deed Records, Bowie County, Texas;

THENCE: N 01°15'35" W, with the East line of said Davis tract, 418.88 feet to an iron pin found for corner at the Northeast corner of said Davis tract;

THENCE: S 88°15'46" W, with the North line of said Davis tract, at 103.59 feet past an iron pin found at the Northwest corner of said Davis tract, same being the Northeast corner of a certain 0.79 acre tract of land conveyed to James A. Blackburn, Jr. by Deed dated June 20, 1979, of record in Volume 650, Page 780, Deed Records, Bowie County, Texas, and continuing with the North line of said 0.79 acre tract, in all a total distance of 266.11 feet to a 1/2" iron pin set for corner, said point being the Southeast corner of a certain 0.1634 acre tract of land conveyed to the City of Texarkana by Deed dated June 13, 1995, of record in Volume 2339, Page 116, Real Property Records, Bowie County, Texas, said point being on the existing East right-of-way line of Kevin Street;

THENCE: N 01°52'11" W, (called N 00°04'41" W) with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 128.3 feet to an angle point;

THENCE: N 01°17'01" W, (called N 00°30'29" W), continuing with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 66.64 feet to a point at the beginning of a curve to the left;

THENCE: Northwesterly, with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, same being along the arc of a curve having a radius of 607.49 feet through a central angle of 12°53'39" for a distance of 136.71 feet to a point at the end of said curve;

THENCE: N 14°07'33" W, (called N 12°20'03") W) with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 19.01 feet to an angle point;

THENCE: S 87°37'18" W, (called S 89°24'48" W) 0.48 feet to a 1/2" iron pin set for corner at the Southeast corner of the above-referenced Northview Estates;

THENCE: N 00°18'38" W, with the East line of said Northview Estates, at 355.06 feet past an iron pin found at the Northeast corner of Lot 1, Block 6, of said Northview Estates, same being the South right-of-way line of Northview Street, at 405.06 feet past an iron pin found at the Southeast corner of Lot 6, Block 2, same being the North right-of-way line of said Northview Street and continuing in all a total distance of 537.81 feet to the place of beginning and containing 26.150 acres of land more or less.

Attachment: 2023-061 EXH 'A' (Legal Description) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

LEGAL DESCRIPTION

AT&T Mobility Lease Parcel

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 Acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 9.19 feet to a point for a corner;

THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and across said called 26.150 Acre Tract the following calls:

THENCE South 28°53'57" West, a distance of 114.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 02°22'07" East, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588 at the point of beginning;

THENCE South 02°22'07" East, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 87°37'53" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 02°22'07" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 75.00 feet to the Point of Beginning, Containing 5625 Square Feet or 0.129 of an Acre.

Proposed Access and Utility Easement

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 Acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 114.40 feet to a point for a corner at the Southeast Right Way Corner (50 Foot Right of Way) of Sandlin Avenue and the Point of Beginning;

THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and said Sandlin Right of Way line and across said called 26.150 Acre Tract the following calls:

THENCE South 16°11'54" East, a distance of 100.25 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 22.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 02°22'07" East, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 87°37'53" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 02°22'07" West, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 22.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 16°11'54" West, a distance of 100.21 feet to a point for a corner at the Southwest Right Way Corner (50 Foot Right of Way) of Sandlin Avenue and on the North line of said called 26.150 Acre Tract;

THENCE North 87°33'14" East, along the South Right of Way line of said Sandlin Avenue and said Tract North line a distance of 30.69 feet to the Point of Beginning, containing 5257 Square Feet or 0.121 of an Acre.

Proposed Utility Easement

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 9.19 feet to a point for a corner and the Point of Beginning;

THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and across said called 26.150 Acre Tract the following calls:

THENCE South 28°53'57" West, a distance of 114.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

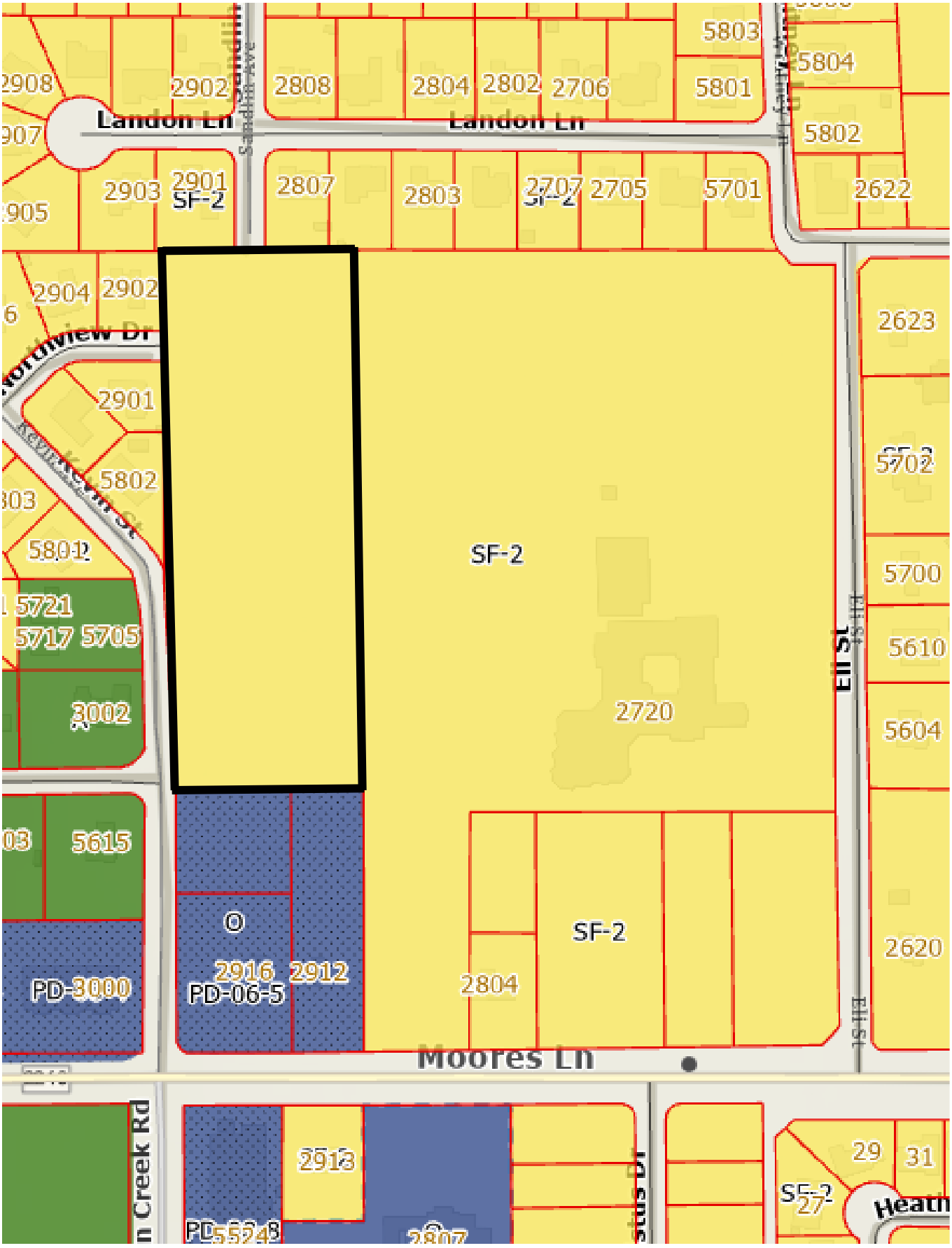
THENCE South 87°37'53" West, a distance of 17.55 feet to a point for a corner;

THENCE North 28°53'57" East, a distance of 114.03 feet to a point for a corner on said South Lot line and Said North Tract line;

THENCE North 87°33'14" East, along said South Lot line and said North Tract line, a distance of 17.56 feet to the Point of Beginning, containing 1711 Square Feet or 0.039 of an Acre.

Attachment: 2023-061 EXH 'A' (Legal Description) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

2718 Moores Lane



Attachment: 2023-061 ATTH 01 (Maps) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

2718 Moores Lane



Attachment: 2023-061 ATTH 01 (Maps) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)



1 **OVERALL LAYOUT PLAN**
SCALE: N.T.S.

TRUE NORTH
(1° 11' E)
MAG

VENDOR:
at&t
Your World. Delivered.
11520 FINANCIAL CENTRE PARKWAY
LITTLE ROCK, AR 72211
PH: (501) 952-2040

CRB COMPANIES LLC
CRB COMPANIES, LLC
7335 SOUTH LEWIS AVE STE 300
TULSA, OKLAHOMA 74136
(918) 949-4551

PRODUCED BY:
Branch COMMUNICATIONS
A SOLUTIONS PROVIDER
BRANCH COMMUNICATIONS
7335 SOUTH LEWIS AVE. STE. 300
TULSA, OKLAHOMA 74136
(918) 949-4551
COA. 3804 EXP. 12/31/2022

SITE NAME:
MOORES LANE

SITE NUMBER:
ARL01846

SITE ADDRESS:
PRELIM: NEAR 3612 MOORES LANE
TEXARKANA TX 75503

ENGINEER:
"I HEREBY CERTIFY THAT THESE PLANS AN SPECIFICATIONS HAVE BEEN PREPARED BY ME, OR UNDER MY SUPERVISION, IF FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS ARE AS REQUIRED BY LAW AND IN COMPLIANCE WITH THE ARKANSAS FIRE PREVENTION CODE FOR THE STATE O ARKANSAS."

STATE OF TEXAS
JERROD DOTSON
142493
LICENSED
PROFESSIONAL ENGINEER
11/2/2

NO	DATE	DESCRIPTION	BY
A	3/9/22	PRELIMINARY ISSUE	JW
0	6/8/22	CONST ISSUE	JW
1	11/2/22	CONST ISSUE	JW

SHEET TITLE:
OVERALL LAYOUT PLAN

SHEET NUMBER:	PROJECT #:		REVISIO
L1	ARL01846		1
	BY: JWM	CKD BY: JWM	

Attachment: 2023-061 ATTH 02 (Site Plan) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

14615717.AE205.220608.3103A01U(GD.ARL01846.NSB.Rev 0. Construction Drawings.dwg — Sheet:L1 — User: jones.mccoy — Nov 02, 2022 — 1:54pm

2023-061 ATTH 02
S-772

SITE NAME: MOORES LANE
SITE ID NO. ARL01846

N
W E
S

0' 30' 60'
SCALE: 1"=30'

BASIS OF BEARINGS
ARDOT REAL TIME NETWORK
STATE PLANE COORDINATES
TEXAS NORTH CENTRAL
NAD 83 (2011)
LAT: N.33°28'31.867"
LON: 94°04'38.970"
CONVERGENCE ANGLE: 02°24'43"
COMBINED SCALE FACTOR:
0.9998875

BASIS OF ELEVATIONS
ARDOT REAL TIME NETWORK

SITE ADDRESS
2720 MOORES LANE
TEXARKANA, TX 75503

UTILITIES
SWEPCO
888-216-3523

ATMOS ENERGY
800-286-6700

FLOOD INFORMATION
THIS PROPERTY IS LOCATED IN ZONE X AND IS NOT LOCATED IN THE 100 YEAR FLOOD PLAIN. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP 448037C0355E DATED 12/21/2017

REFERENCE DEED
DEED VOLUME 3015 PAGE 13
D.R.B.C.T.

DROP INLET
MANHOLE ELEV = 351.22'
FLOWLINE 36' RCP TO THE WEST ELEV. = 347.3'

LAMBERT-THOMAS
LOT 1, BLOCK 5
COLONY II REPLAT #3

BENCHMARK
CHISELED X
SW CORNER
CONC. PAD ELEV. = 351.16'

SANDLIN AVENUE
50' PUBLIC RIGHT OF WAY
CONCRETE

PROCTOR
LOT 8, BLOCK 5
COLONY II REPLAT #3

POINT OF COMMENCEMENT
FOUND 1/2" REBAR

N 87°33'14" E 113.56' — 1/2" REBAR — 9.56' — 30.89' — 9.56' — S 87°33'14" W 154.85' — 78.09' — 17.56' — 9.19'

10' DRAINAGE EASEMENT
TITLE SEARCH
LEASE/EASEMENT ITEM #3
BOOK 3439 PAGE 56
P.R.B.C.T.

POINT OF BEGINNING PROPOSED ACCESS AND UTILITY EASEMENT

N 16°11'54" W 100.12'
S 16°11'54" E 100.25'
N 28°53'57" E 114.03'
S 28°53'57" W 114.05'

PROPOSED ACCESS AND UTILITY EASEMENT 0.121 OF AN ACRE

PROPOSED UTILITY EASEMENT 0.039 of an Acre

POINT OF BEGINNING PROPOSED UTILITY EASEMENT

160' SET BACK FROM TOWER CENTERLINE

J.M GOFF HEADRIGHT SURVEY
ABSTRACT 244

N 87°37'53" E 22.05'
4.50'
17.55'
N 87°37'53" E 22.05'
N 02°22'07" W 30.00'
S 02°22'07" E 30.00'

N 87°37'53" E 75.00'
N 02°22'07" W 75.00'
S 02°22'07" E 75.00'
S 87°37'53" W 75.00'

AT&T MOBILITY
LEASE PARCEL
0.129 OF AN ACRE

POINT OF BEGINNING
AT&T LEASE PARCEL

PROPOSED TOWER CENTERLINE
LAT: N.33°28'31.867"
LONG: W. 94°04'38.970"
ELEV.: 348.80'

PATTERSON
LOT 6, BLOCK 2
NORTHVIEW ESTATES

N 01°29'48" W 132.39'

1/2" REBAR — S 88°42'57" W 110.10' — 1/2" REBAR

BOC

NORTHVIEW DRIVE
50' PUBLIC RIGHT OF WAY
CONCRETE

50.00'
N 01°29'48" W

BOC
1" PIPE

BOUNDS
LOT 1, BLOCK 6
NORTHVIEW ESTATES

TRUSTEES OF WALNUT STREET CHURCH OF CHRIST
DEED VOLUME 3015 PAGE 13
D.R.B.C.T.
TAX PARCEL ID 09040004601
ZONED RESIDENTIAL



RECORDING INFORMATION



REVISED 6/8/2022: FINAL ISSUE
REVISED 8/9/2021: ADDED TITLE SEARCH INFORMATION

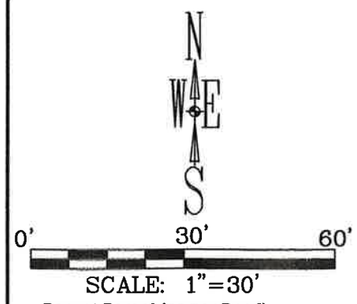
MAP PREPARED FOR:
AT&T MOBILITY
PAGE 1 OF 3
COA #10194183

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL (870) 895-3600 FAX (870) 895-3614
EMAIL BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 6/24/2021
SCALE: 1" = 30'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1354.269

Attachment: 2023-061 ATTH 02 (Site Plan) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

SITE NAME: MOORES LANE
SITE ID NO. ARL01846



Parent Parcel (as per Deed)

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a 40 acre tract designated as Lot No. 4 of the partition of the Charles H. Moores land, said Lot No. 4 was partitioned to Eli H. Moores by Deed dated May 1, 1912, of record in Volume 62, Page 646, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:

BEGINNING at an iron point found for corner at the Northwest corner of said Lot No. 4, said point being the Northeast corner of Northview Estates, a Sub division of a part of the J. M. Goff Headright Survey, Bowie County, Texas, according to the plat thereof of record in Volume 608, Page 369, Deed Records, Bowie County, Texas;

THENCE: N 89°00'46" E, with the North line of said Lot No. 4, at 1047.00 feet past an iron pin found and continuing in all a total distance of 1099.18 feet to a 1/2" iron pin set for corner at the Northwest corner of a certain 40.00 foot right-of-way conveyed to Bowie County, Texas, by Deed dated June 4, 1970, of record in Volume 519, Page 361, Deed Records, Bowie County, Texas;

THENCE: S 01°57'11" E, (called South) with the West line of said right-of-way, 934.55 feet to an iron pin found for corner at the Northeast corner of a 1.454 acre tract of land conveyed to Ida Lou Moores Ames by Deed dated October 27, 1972, of record in Volume 552, Page 36, Deed Records;

THENCE: S 89°03'55" W, with the North line of said 1.454 acre tract, 171.96 feet to a 1/2" iron pin set for corner at the Northwest corner of sad 1.454 acre tract;

THENCE: S 01°48'23" E, with the West line of said 1.454 acre tract, 370.62 feet to an iron pin found for corner at the Southwest corner of sad 1.454 acre tract, said point being on the North right-of-way line of F. M. Road No. 2240 Moores Lane;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 111.45 feet to an iron pin found for corner on the East line of a certain 2 acre tract of land conveyed to Dennis Skinner, Jr. by Deed of record in Volume 1828, Page 188, Real Property Records, Bowie County, Texas;

THENCE: N 01°27'05" W, with the East line of said 2 acre tract, 369.31 feet to an iron pin found for corner at the Northeast corner of said 2 acre tract;

THENCE: S 89°48'33" W, with the North line of sad 2 acre tract, 209.57 feet to an iron pin found for corner at the Northwest corner of said 2 acre tract;

THENCE: S 01°31'08" E, with the West line of said 2 acre tract, 372.03 feet to a 1/2" iron pin set for corner on the North right-of-way line of said Moores Lane, said point being referenced by an iron pin found, S 01°31'08" E, 5.01 feet;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 40.83 feet to a 1/2" iron pin set for corner on the East line of a certain tract of land conveyed to William E. Hinton, Jr., by Deed of record in Volume 547, Page 527, Deed Records, Bowie County, Texas, said point being referenced by an iron pin found, S 01°22'35" E, 6.50 feet;

THENCE: N 01°22'35" W, with the East line of said Hinton tract, at 178.11 feet past its Northeast corner, same being the Southeast corner of a certain tract of land conveyed to Lajuan Martin by Deed dated April 20, 1994, of record in Volume 2127, Page 27, Real Property Records, Bowie County, Texas, and continuing with Martin's East line in all a total distance of 369.61 feet to an iron pin found for corner at the Northeast corner of said Martin tract;

THENCE: S 89°03'55" W, with Martin's North line, 104.36 feet to a 1/2" iron pin set for corner at the Northwest corner of said Martin tract;

THENCE: S 01°22'35" E, with the West line of said Martin tract and Hinton tract, 369.61 feet to a 1/2" iron pin set for corner on the North right-of-way line of said Moores Lane, said point being referenced by an iron pin found, S 01°22'35" E, 5.16 feet;

THENCE: S 89°03'55" W, with the North right-of-way line of said Moores Lane, 177.77 feet to a 1/2" iron pin set for corner at the Southeast corner of a certain tract of land conveyed to Guy Davis by Deed recorded in Volume 205, Page 39, Deed Records, Bowie County, Texas;

THENCE: N 01°15'35" W, with the East line of said Davis tract, 418.88 feet to an iron pin found for corner at the Northeast corner of said Davis tract;

THENCE: S 88°15'46" W, with the North line of said Davis tract, at 103.59 feet past an iron pin found at the Northwest corner of said Davis tract, same being the Northeast corner of a certain 0.79 acre tract of land conveyed to James A. Blackburn, Jr. by Deed dated June 20, 1979, of record in Volume 650, Page 780, Deed Records, Bowie County, Texas, and continuing with the North line of said 0.79 acre tract, in all a total distance of 286.11 feet to a 1/2" iron pin set for corner, said point being the Southeast corner of a certain 0.1634 acre tract of land conveyed to the City of Texarkana by Deed dated June 13, 1995, of record in Volume 2339, Page 119, Real Property Records, Bowie County, Texas, said point being on the existing East right-of-way line of Kevin Street;

THENCE: N 01°52'11" W, (called N 00°04'41" W) with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 128.3 feet to an angle point;

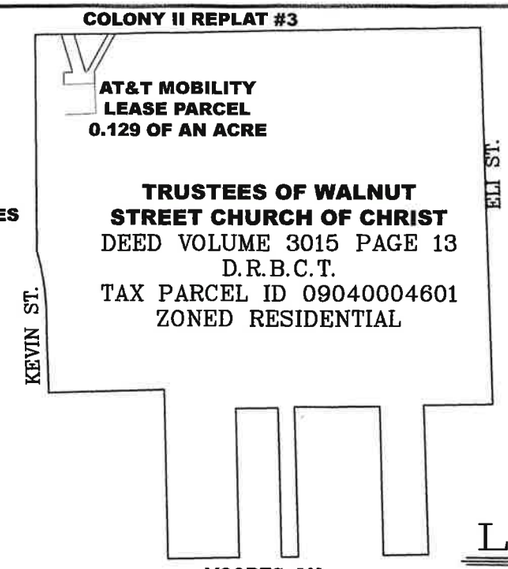
THENCE: N 01°17'01" W, (called N 00°30'29" W), continuing with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 68.64 feet to a point at the beginning of a curve to the left;

THENCE: Northwesterly, with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, same being along the arc of a curve having a radius of 607.49 feet through a central angle of 12°53'39" for a distance of 136.71 feet to a point at the end of said curve;

THENCE: N 14°07'33" W, (called N 12°20'03") W) with the East line of said 0.1634 acre tract, same being the East right-of-way line of said Kevin Street, 19.01 feet to an angle point;

THENCE: S 87°37'18" W, (called S 89°24'48" W) 0.48 feet to a 1/2" iron pin set for corner at the Southeast corner of the above-referenced Northview Estates;

THENCE: N 00°18'38" W, with the East line of said Northview Estates, at 355.06 feet past an iron pin found at the Northeast corner of Lot 1, Block 6, of said Northview Estates, same being the South right-of-way line of Northview Street, at 405.06 feet past an iron pin found at the Southeast corner of Lot 6, Block 2, same being the North right-of-way line of said Northview Street and continuing in all a total distance of 537.81 feet to the place of beginning and containing 26.150 acres of land more or less.





RECORDING INFORMATION

LEGEND

- LEASE BOUNDARY LINE
- SURVEY TIE LINES
- EASEMENT LINE
- TREE LINE
- OVERHEAD ELECTRIC LINE — OHE —
- WATER LINE — W — W — W —
- CHAIN LINK FENCE — x — x — x — x — x —
- COMPUTED CORNER ○
- SET 1/2" REBAR WITH CAP ●
- FOUND AS NOTED ⊗
- SET 1/2" REBAR △
- SET MAG NAIL WITH WASHER #6588 ⊘
- FIBER OPTIC SIGN (T)
- TELEPHONE PEDESTAL [T]
- GROUND TEST WELL ⊛
- UNDERGROUND FIBER OPTIC PULL BOX (FO)
- TREE
- BACK OF CURB BOC
- POWER POLE PP
- UNDERGROUND ELECTRIC TRANSFORMER [E]
- GAS SIGN [G]
- WATER METER (W)
- FIRE HYDRANT FH
- WATER VALVE WV

D.R.D.C.T. DEED RECORDS BOWIE COUNTY TEXAS

STATE OF TEXAS
REGISTERED
BRIAN KEEN
5461
PROFESSIONAL
LAND SURVEYOR

REVISED 6/8/2022: FINAL ISSUE
REVISED 8/9/2021: ADDED TITLE SEARCH INFORMATION

MAP PREPARED FOR: AT&T MOBILITY
PAGE 2 OF 3
COA #10194183

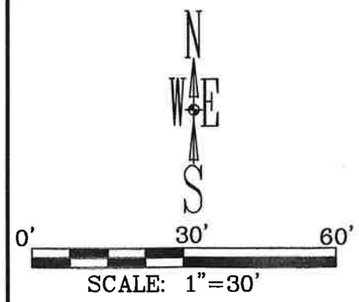
KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 248
SAREPTA, LA. 71071 (318) 925-5746
TEL. (870) 966-3600 FAX (870) 966-3614
EMAIL: BRIAN@KEENSURVEYING.COM
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JOB #1354.269

Attachment: 2023-061 ATTH 02 (Site Plan) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

SITE NAME: MOORES LANE
SITE ID NO. ARL01846

S-772



AT&T Mobility Lease Parcel

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 Acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 9.19 feet to a point for a corner;

THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and across said called 26.150 Acre Tract the following calls:

THENCE South 28°53'57" West, a distance of 114.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 02°22'07" East, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588 at the point of beginning;

THENCE South 02°22'07" East, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 87°37'53" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 02°22'07" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 75.00 feet to the Point of Beginning, Containing 5625 Square Feet or 0.129 of an Acre.

Proposed Access and Utility Easement

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 Acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 114.40 feet to a point for a corner at the Southeast Right Way Corner (50 Foot Right of Way) of Sandlin Avenue and the Point of Beginning;

THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and said Sandlin Right of Way line and across said called 26.150 Acre Tract the following calls:

THENCE South 16°11'54" East, a distance of 100.25 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 22.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 02°22'07" East, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 87°37'53" West, a distance of 75.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 02°22'07" West, a distance of 30.00 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 87°37'53" East, a distance of 22.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE North 16°11'54" West, a distance of 100.21 feet to a point for a corner at the Southwest Right Way Corner (50 Foot Right of Way) of Sandlin Avenue and on the North line of said called 26.150 Acre Tract;

THENCE North 87°33'14" East, along the South Right of Way line of said Sandlin Avenue and said Tract North line a distance of 30.89 feet to the Point of Beginning, containing 5257 Square Feet or 0.121 of an Acre.

Proposed Utility Easement

All that certain tract or parcel of land situated in the J.M. Goff Headright Survey, A-244, Bowie County, Texas, being a portion of a called 26.150 acre tract deeded to the Trustees of Walnut Street Church of Christ by Deed Dated March 01, 1999, of record Volume 3015, Page 13, Deed Records, Bowie County, Texas, subject tract being more particularly described by metes and bounds a follows:
COMMENCING at a found 1/2 inch rebar at the Southeast Corner of Lot 8, Block 5, Colony II Replat #3, recorded at Volume 2390 Page 98, Plat Records, Bowie County, Texas:
THENCE South 87°33'14" West, along the South line of said Lot 8, Block 5 and along the North line of said called 26.150 Acre Tract, a distance of 9.19 feet to a point for a corner and the Point of Beginning;

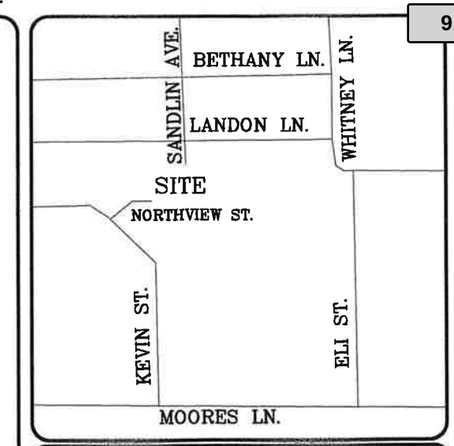
THENCE leaving said Lot 8, Block 5, South line and said called 26.150 Tract North line and across said called 26.150 Acre Tract the following calls:

THENCE South 28°53'57" West, a distance of 114.05 feet to a set 1/2 inch rebar with ID cap stamped KEEN 6588;

THENCE South 87°37'53" West, a distance of 17.55 feet to a point for a corner;

THENCE North 28°53'57" East, a distance of 114.03 feet to a point for a corner on said South Lot line and Said North Tract line;

THENCE North 87°33'14" East, along said South Lot line and said North Tract line, a distance of 17.56 feet to the Point of Beginning, containing 1711 Square Feet or 0.039 of an Acre.



RECORDING INFORMATION

Lease/Easements as Per Title Search by Lincoln Abstract & Settle Services File #21108712TX

1. Right-of-Way Deed between Mrs. M.E. Ames, et al. and Bowie County, Texas dated March 28, 1958 and recorded May I, 1958 in Book 358 at Page 441.
Does not affect lease or proposed easement

2. Right of Way Deed between L.W. Grigson, Joe E. Brwon, E.H. Moores and Ida Lou Moores Ames, and Leverne Moores McKernmie and Bowie County, Texas dated June 4, 1970 and recorded July 14, 1970 as Instrument 4057.
Does not affect lease or proposed easement

3. Drainage Easement between Walnut Street Church of Christ and City of Texarkana, Texas dated October 12,1999 and recorded April 18, 2001 in Book 3439 at Page 56 as Instrument 4326.
Does not affect lease or proposed easement

4. Right of Way Easement between Trustees of Walnut Street Church of Christ and Southwestern Electric Power Company dated August I, 2003 and recorded August 6, 2003 in Book 4061 at Page 25. Does not affect lease or proposed easement



REVISED 6/8/2022: FINAL ISSUE
REVISED 8/9/2021: ADDED TITLE SEARCH INFORMATION

MAP PREPARED FOR:
AT&T MOBILITY
PAGE 3 OF 3
COA #10194183

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL (870) 895-3600 FAX (870) 895-3814
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 6/24/2021
SCALE: 1"= 30'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1354.269

Attachment: 2023-061 ATTH 02 (Site Plan) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)


2023-06 ATTH 03
Original Location
75' X 75' leased area
New Location
access road to site
310 ft
c/l access easement to PROW

THESE DRAWINGS ARE NOT INTENDED TO REFLECT THE STRUCTURAL INTEGRITY OF THE TOWER. THE PROPOSED ANTENNAS AND TRANSMISSION LINES SHOWN ARE REPRESENTATIVE IN NATURE AND DO NOT REFLECT THE ACTUAL CONFIGURATIONS REQUIRED. THE CONTRACTOR SHALL REFER TO THE STRUCTURAL ANALYSIS OF THIS TOWER SITE FOR THE APPROVED LOCATION AND CONFIGURATION OF ALL ANTENNAS AND TRANSMISSION LINES. ALL ANTENNAS MUST BE MOUNTED AND THE TRANSMISSION LINES CONFIGURED IN STRICT ACCORDANCE WITH THE STRUCTURAL ANALYSIS. (TOWER BY OTHERS)

NOTES:
SUB-CONTRACTOR TO COMPLY WITH ALL FCC AND FAA REGULATIONS ON THIS PROJECT

NOTES:
NO MODIFICATION OF TOWER ADDITIONS SHALL BE MADE WITHOUT APPROVED STRUCTURAL ANALYSIS PREPARED BY OTHERS

NOTES:
THESE DRAWINGS HAVE BEEN PREPARED TO DEPICT PROPOSED OVERALL TOWER HEIGHT DIMENSION AND SHALL NOT BE USED FOR CONSTRUCTION CONTRACTOR TO VERIFY TRUE HEIGHT WITH TAPE DROP

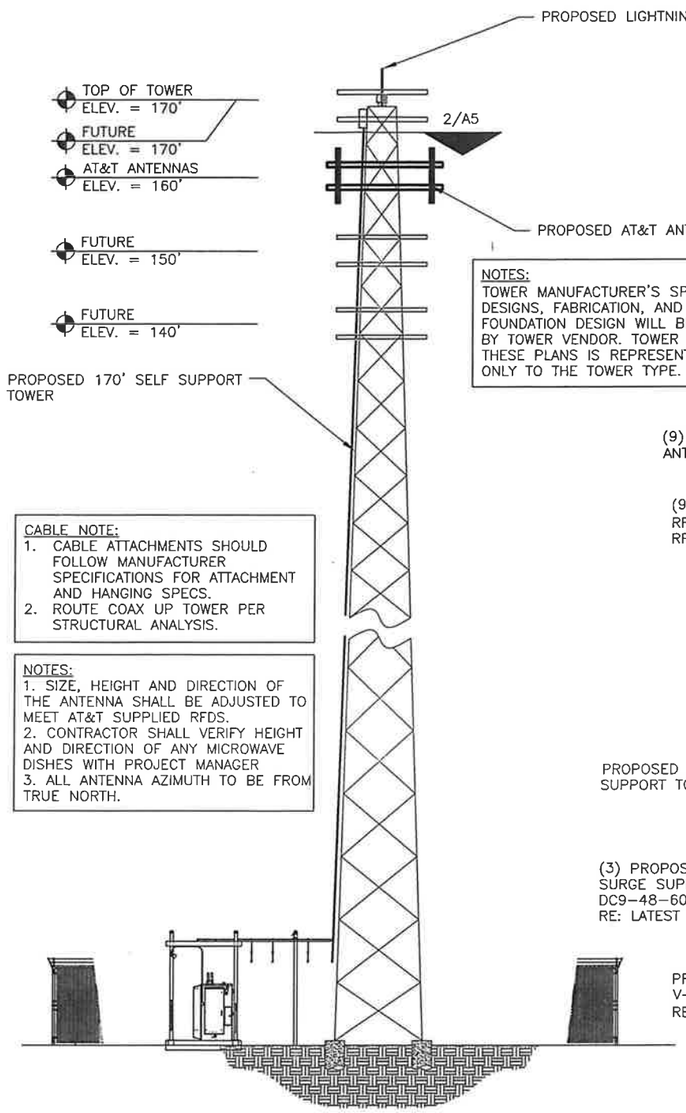
GENERAL CONTRACTOR TO OBTAIN LATEST RFDS BEFORE CONSTRUCTION FOR EQUIPMENT VERIFICATION

REFER TO STRUCTURAL ANALYSIS TO DETERMINE FEEDLINE PLACEMENT

ALL STEEL SHALL BE HOT-DIPPED GALVANIZED

ANTENNA ARRAY MOUNTING HARDWARE MAY BE PROVIDED BY TOWER MANUFACTURER, CONTRACTOR TO BID SEPARATELY

REFER TO RFDS FOR ANTENNA MOUNTING HEIGHTS, MODEL NUMBER, AZIMUTHS, ETC.



NOTES:
TOWER MANUFACTURER'S SPECS, DESIGNS, FABRICATION, AND CONCRETE FOUNDATION DESIGN WILL BE PROVIDED BY TOWER VENDOR. TOWER SHOWN ON THESE PLANS IS REPRESENTATIVE ONLY TO THE TOWER TYPE.

NOTES:
GENERAL CONTRACTOR TO COMPLY WITH NTP PACKAGE PROVIDED BY TOWER OWNER

CABLE NOTE:
1. CABLE ATTACHMENTS SHOULD FOLLOW MANUFACTURER SPECIFICATIONS FOR ATTACHMENT AND HANGING SPECS.
2. ROUTE COAX UP TOWER PER STRUCTURAL ANALYSIS.

NOTES:
1. SIZE, HEIGHT AND DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET AT&T SUPPLIED RFDS.
2. CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF ANY MICROWAVE DISHES WITH PROJECT MANAGER
3. ALL ANTENNA AZIMUTH TO BE FROM TRUE NORTH.

ANTENNA CABLE AND ACCESSORY NOTES AND REQUIREMENTS:

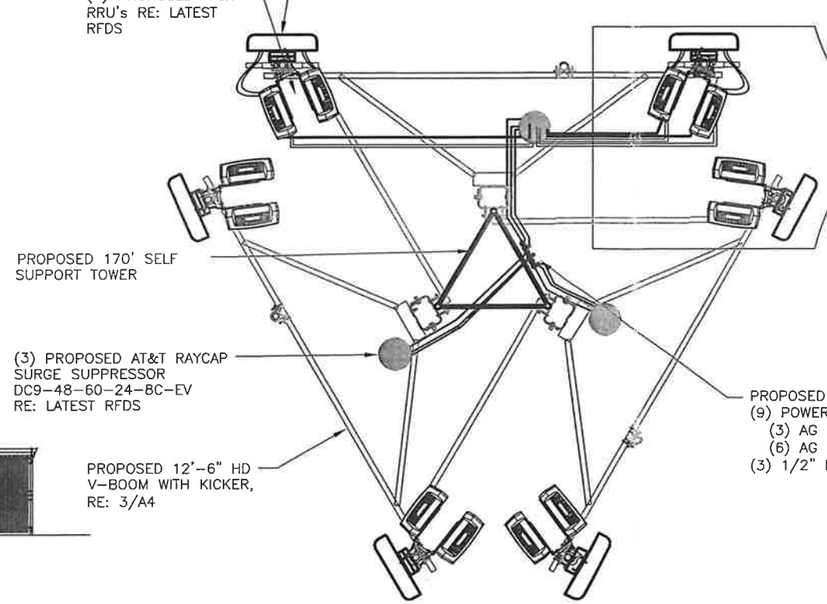
1. GENERAL: PROVIDE ALL LABOR, EQUIPMENT, AND MATERIALS NECESSARY FOR RECEIVING, CONNECTIONS AT THE BASE TRANSMISSION SYSTEM (BTS). THIS SHALL INCLUDE ALL EQUIPMENTS SHOWN OR REQUIRED FOR A COMPLETE OPERATING SYSTEM, ANTENNA, ANTENNA CABLES, CONNECTORS, AND FITTING SHALL BE THIRD PARTY FURNISHED COMPONENTS AS SHOWN ON THE BILL OF MATERIALS

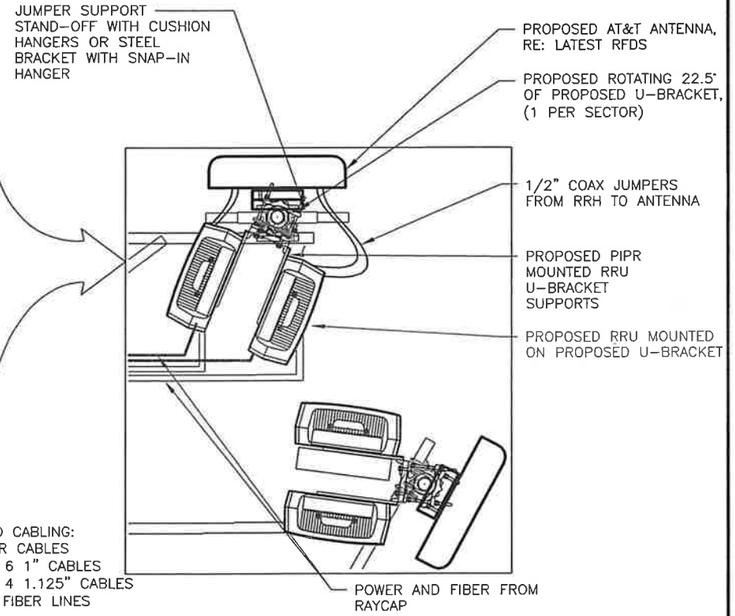
2. MATERIALS:
   - 2.1. ANTENNA CABLES: AS SCHEDULED
   - 2.2. ANTENNA CONNECTORS: AS SCHEDULED
   - 2.3. CABLE HANGERS: INSTALLED A MAXIMUM 4' SPACING
   - 2.4. GROUND KITS-AS SPECIFIED

3. INSTALLATION:
   - 3.1. ANTENNA CABLE LENGTHS SHALL BE FIELD MEASURED. INSTALLER SHALL NOTIFY AT&T PRIOR TO PURCHASE OF CABLES OF THE OVERALL LENGTH REQUIRED.
   - 3.2. CABLES SHALL BE LABELED IN ACCORDANCE WITH AT&T ELECTRICAL MATERIALS AND METHODS SPECIFICATIONS.
   - 3.3. ALL CABLE CONNECTIONS OUTSIDE SHALL BE COVERED WITH WEATHERPROOFING TAPE.
   - 3.4. THE MINIMUM BENDING RADIUS FOR ALL ANTENNA CABLES SHALL BE AS SHOWN BELOW OR PER THE MANUFACTURER, WHICHEVER IS MORE CONSERVATIVE:

CABLE	IN AIR OR CABLE TRAY	IN CONDUIT
1/2"	5"	10"
7/8"	10"	18"
1 5/8"	20"	28"

   - 3.5. CABLES SHALL BE INSTALLED WITH THE MINIMUM NUMBERS OF BENDS. CABLE SHALL NOT BE LEFT UN-TERMINATED IN THE FIELD.
   - 3.6. GROUND KITS- AFTER INSTALLATION OF GROUND STRAPS, THE CONNECTIONS SHALL BE MADE WEATHER TIGHT USING WEATHERPROOF KITS AS IDENTIFIED ABOVE. GROUND PIGTAILS SHALL BE BROUGHT OUT IN THE DOWNWARD DIRECTION FROM THE CONNECTION TO THE ANTENNA CABLE WITHOUT ANY SHARP BENDS (MINIMUM RADIUS 10") AND CONNECTION SHALL BE MADE TO GROUNDING SYSTEM.





NOTES:
ONLY ONE SECTOR OF ANTENNA RRU'S SHOWN FOR CLARITY, ALL SECTOR WILL BE IDENTICAL. REFER TO LATEST RFDS

1 TOWER ELEVATION
SCALE: N.T.S.

2 TYPICAL ANTENNA AZIMUTH PLAN (TOP VIEW)
SCALE: N.T.S.

VENDOR:
at&t
Your World. Delivered.
11520 FINANCIAL CENTRE PARKWAY
LITTLE ROCK, AR 72211
PH: (501) 952-2040

CRB COMPANIES LLC
CRB COMPANIES, LLC
7335 SOUTH LEWIS AVE STE 300
TULSA, OKLAHOMA 74136
(918) 949-4551

PRODUCED BY:
Branch COMMUNICATIONS
A SOLUTIONS PROVIDER
BRANCH COMMUNICATIONS
7335 SOUTH LEWIS AVE. STE. 300
TULSA, OKLAHOMA 74136
(918) 949-4551
COA. 3804 EXP. 12/31/2022

SITE NAME:
MOORES LANE

SITE NUMBER:
ARL01846

SITE ADDRESS:
PRELIM: NEAR 3612 MOORES LANE
TEXARKANA TX 75503

ENGINEER:
"I HEREBY CERTIFY THAT THESE PLANS AN SPECIFICATIONS HAVE BEEN PREPARED B ME, OR UNDER MY SUPERVISION, IF FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS ARE AS REQUIRED BY LAV AND IN COMPLIANCE WITH THE ARKANSAS FIRE PREVENTION CODE FOR THE STATE O ARKANSAS."
STATE OF TEXAS
JEROD DOTSON
142493
LICENSED
PROFESSIONAL ENGINEER
11/2/2

NO	DATE	DESCRIPTION	B
A	3/9/22	PRELIMINARY ISSUE	JV
0	6/8/22	CONST ISSUE	JV
1	11/2/22	CONST ISSUE	JV

SHEET TITLE:
TOWER ELEVATION, ORIENTATION & DETAILS

SHEET NUMBER:	PROJECT #:	REVISIO
A4	ARL01846	1
	BY: JWM / CKD BY: JWM	

9.9.f
Attachment: 2023-061 ATTH 04 (Elevation) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)
Packet Pg. 235

14615717.AE205.220608.3103A0HJSO.ARL01846.NSB.Rev 0_Construction Drawings.dwg - Sheet:A4 - User: james.mccoy - Nov 02, 2022 - 1:54pm

2023-061 ATTH 05

SITE NAME: MOORES LANE
SITE ID NO. ARL01846

N
W E
S

0' 40' 80'

SCALE: 1"=40'

DROP INLET
MANHOLE ELEV = 351.22'
FLOWLINE 36' RCP TO THE
WEST ELEV. = 347.3'

LAMBERT-THOMAS
LOT 1, BLOCK 5
COLONY II REPLAT #3

BENCHMARK
CHISELED X
SW CORNER
CONC. PAD ELEV. = 351.16'

SANDLIN AVENUE
50' PUBLIC RIGHT OF WAY
CONCRETE

BOC

BOC

PROCTOR
LOT 8, BLOCK 5
COLONY II REPLAT #3

POINT OF COMMENCEMENT
FOUND 1/2" REBAR

S 87°33'14" W 154.86'

N 87°33'14" E 113.56'

1/2" REBAR

10' DRAINAGE EASEMENT
TITLE SEARCH
LEASE/EASEMENT ITEM #3
BOOK 3439 PAGE 56
P.R.B.C.T.

PATTERSON
LOT 6, BLOCK 2
NORTHVIEW ESTATES

N 01°29'48" W 132.39'

J.M GOFF HEADRIGHT SURVEY
ABSTRACT 244

N 02°22'07" W 30.00'

1/2" REBAR S 88°42'57" W 110.10' 1/2" REBAR

50.00'

BOC

NORTHVIEW DRIVE
50' PUBLIC RIGHT OF WAY
CONCRETE

N 01°29'48" W

BOC

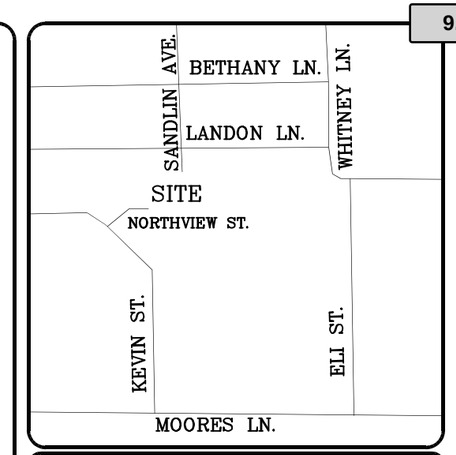
1" PIPE

BOUNDS
LOT 1, BLOCK 6
NORTHVIEW ESTATES

TRUSTEES OF WALNUT
STREET CHURCH OF CHRIST
DEED VOLUME 3015 PAGE 13
D.R.B.C.T.
TAX PARCEL ID 09040004601
ZONED RESIDENTIAL

160' SET BACK FROM TOWER CENTERLINE

AT&T MOBILITY
LEASE PARCEL
0.129 OF AN ACRE



RECORDING INFORMATION

MAP PREPARED FOR:
AT&T MOBILITY
PAGE 1 OF 3
COA #10194183

KEEN SURVEYING, LLC
203 SOUTH MAIN STREET P.O. BOX 243
SALEM, ARKANSAS 72576
TEL (870) 895-3600 FAX (870) 895-3614
EMAIL: BRIAN@KEENSURVEYING.COM
WWW.KEENSURVEYING.COM

DATE: 3/31/2023
SCALE: 1"= 40'
DRAWN BY: B.KEEN
CHECKED BY: B.KEEN
JOB #1354.269SKETCH

Attachment: 2023-061 ATTH 05 (new site sketch 3-31-23) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

Specific Use Permit to allow the location of a cell tower

1 message

James Franklin <jfranklin1939@gmail.com> Mon, Nov 28, 2022 at 10:54 AM
To: Preethi.Wesley@yahoo.com

My name is James W Franklin. I own the property located next to the proposed site of a cell tower.

It has been my experience as a Mortgage Broker that cell towers located adjacent to homes will have a direct impact on property values. If any of my neighbors decided to sale their properties, it would be very difficult.

I also personally have health concerns for myself and anyone living in close proximity to a cell tower due to the RF waves generated by the tower. My research indicates that individuals with health issues should not reside closer than a half mile from the cell tower.

I understand that a cell tower was located on Richmond Rd in close proximity to homes valued in the $400,000 range. These properties haven't sold in 20 years.

It is my express opinion, this proposal be denied.

James W Franklin
Home Owner
2803 Landon Lane
Texarkana, Texas 75503

Attachment: 2023-061 ATTH 06 (Opposition letter and Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

Date: November 28,2022
To: City of Texarkana Planning and Zoning Commission

Sub: Complaint and Objection of cell tower at Legal Description: 7.13 acre tract of land(being tract 44A), JM Goffe HRS, A-244
Location of Rezoning: 2718 Moores lane, Texarkana, Texas 75503
Case # S-772

Dear Sir/Madam,

We, the undersigned, are the residents and homeowners of Landon Lane, Whitney Lane and Eli Lane, Texarkana Texas. We on the behalf of the residents, of our locality and neighborhood would hereby like to formally object to the proposed installation of a cell tower in the above-mentioned location.
We are concerned that this proposed installation would have direct impact on our property values. It is perceived as a permanent defect to the values of our homes. We are also very concerned about the Radio frequency radiation that will negatively affect the residents of the surroundings areas. Research has raised concerns about the health risks of exposure to this radiation, including harm to the nervous and reproductive systems, and higher risk of cancer.
We therefore request this proposal of installation of cell tower be denied.

Thank you.

Stephanie Moreland
5806 Whitney Lane

Oscar Moreland
5806 Whitney Lane

Phu K. Wong
2808 Landon Lane

David Robinson
2902 Landon Lane

Natalia Kisin
2806 Landon Ln.

FJ Kisin
2806 Landon Ln.

MIkyoung Lee
2709 Lodovico Ln
Cypress Ch Braxton
Langston
2623 Serenity Ln

John R Barfield
5802 Whitney Ln

2704 LANDON

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Date: November 28,2022
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We therefore request this proposal of installation of cell tower be denied.

Thank you.

2705 LANDON LN
TXK, TX

John Kennedy
2624 Serenity Ln.
TXK, TX 75503

5700 Eli St
TXK, TX

Erik Sawyer
5702 Eli St
Texarkana TX

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We therefore request this proposal of installation of cell tower be denied.

Thank you.

2805 LANDON
TXK TX 75503

2807 Landon
Debbie Proctor
Ave Proctor

Monda Lambert
2900 Landon Ln
Texarkana, TX 75503

Craig Forand
2903 Landon Ln
Texarkana, TX 75503

Lauren Bennett
2905 Landon Lane
Texarkana TX 75503

Sandra Proctor
2908 Landon Ln.
Texarkana, TX

Nedra Grady
2906 Landon Lane
Texarkana, Texas
75503

John O'Grady
2906 Landon Lane
Texarkana TX 75503

R.F. DAVID
2804 LANDON LN
TEXARKANA, TX.
75503

Stephanie Moreland
5206 Whitney Lane
Texarkana, TX 75503

Attachment: 2023-061 ATTH 06 (Opposition letter and Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

Petition

To the City Council and Planning & Zoning Commission of Texarkana, Texas

In reference to case S-772, proposed change at 2718 Moores Lane for the purpose of permit to allow the location of a cell tower, the following citizens of the surrounding community would like to voice their opposition to the approval of the permit. The community has concerns about the physical, health, and financial impact to the surrounding area. The building of a cell tower will bring industrial equipment into close proximity to residential families. The set-back for the proposed tower was not disclosed and could put it with falling range of a home. No details of the proposed cell tower was given to include what type of services it would be allowed to provide such as 5G. The residents of the surrounding area are also concerned with the health impacts that such a tower in close proximity would implicate. No independent studies were provided to alleviate those concerns although there have been several conducted that disapprove of such a tower in close proximity to a residential community. Examples can be found where cell towers are restricted to only industrial areas in many communities. Finally, from independent research, property values of the surrounding area can be expected to drop between 5-10 percent. That translates to decreased property tax revenue. Due to the property being tax exempt because it is owned by a church per Bowie county appraisal district, how is the revenue replaced?

It is also disclosed that this petition will be considered a public document at the City and that information contained in it will be subject to Texas Government Code Chapter 552 – "Public Information Act".

Name-Print and Signature	Address-Home and Email
Laurce Romero	3105 Kevin, Texarkana, TX 75503
Laurce Romero	lromero@thejanitorkittle.com
Kim Brownlee	3001 Kevin Texarkana, TX 75503
Kim Brownlee	Kgbrownlee@outlook.com
PHYLLIS WILSON	2903 Northview St Texarkana, TX 75503
Phyllis Wilson	wilson56@windstream.net
MICHAEL R Wilson	2903 Northview ST Texarkana Tx
Michael R Wilson	WILSON56@WINDSTREAM.NET
Georgia DuVall	5803 Kevin Texarkana, TX 75503
Georgia DuVall	texgo@aol.com
JERRY DUVALL	5803 KEVIN TEXARKANA, TX 75503
Jerry Duvall	Jerry@JerryDuvall.Com

Attachment: 2023-061 ATTH 07 (2nd Oppostition Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

2023-061 ATTH 07

S-772

Petition

To the City Council and Planning & Zoning Commission of Texarkana, Texas

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Name-Print and Signature	Address-Home and Email
James Grandmaison	2906 Northview Texarkana, Tx 75503
James Grandmaison	james_grandmaison@goodyear.com
Jennifer Grandmaison	2906 Northview St Texarkana TX 75503
Jennifer Grandmaison	Jennifergrandmaison11@gmail.com
Krystal Osborne	3004 Kevin Tex Tx 75503
Krystal K Osborne	NextHome with Krystal@gmail.com
Glyn Osborne	3004 Kevin, Texarkana Tx
Glen Osborne	GPOzbone@gmail.com
Heather Allison Gerber	Kevin.alisin.gerber@gmail.com
H. Allison Gerber	5903 Brenda, Texarkana Tx
Kevin Delbert Gerber	Kevin.alisin.gerber@gmail.com
Kevin Dell Gerber	5903 Brenda Texarkana Tx

Attachment: 2023-061 ATTH 07 (2nd Oppostition Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

To the City Council and Planning & Zoning Commission of Texarkana, Texas

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Name-Print and Signature	Address-Home and Email
Robert Frey	5904 Brenda St Texarkana TX 75503 Freyguy714@Yahoo.com
Kelly Frey	5904 Brenda St. Texarkana, TX 75503 freygirl2008@yahoo.com
Justin Sides	3002 Kevin Texarkana, TX 75503 jsides.tx@gmail.com
Jennifer-Sides	3002 Kevin Texarkana, TX 75503 Jennsides518@yahoo.com

Attachment: 2023-061 ATTH 07 (2nd Oppostition Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

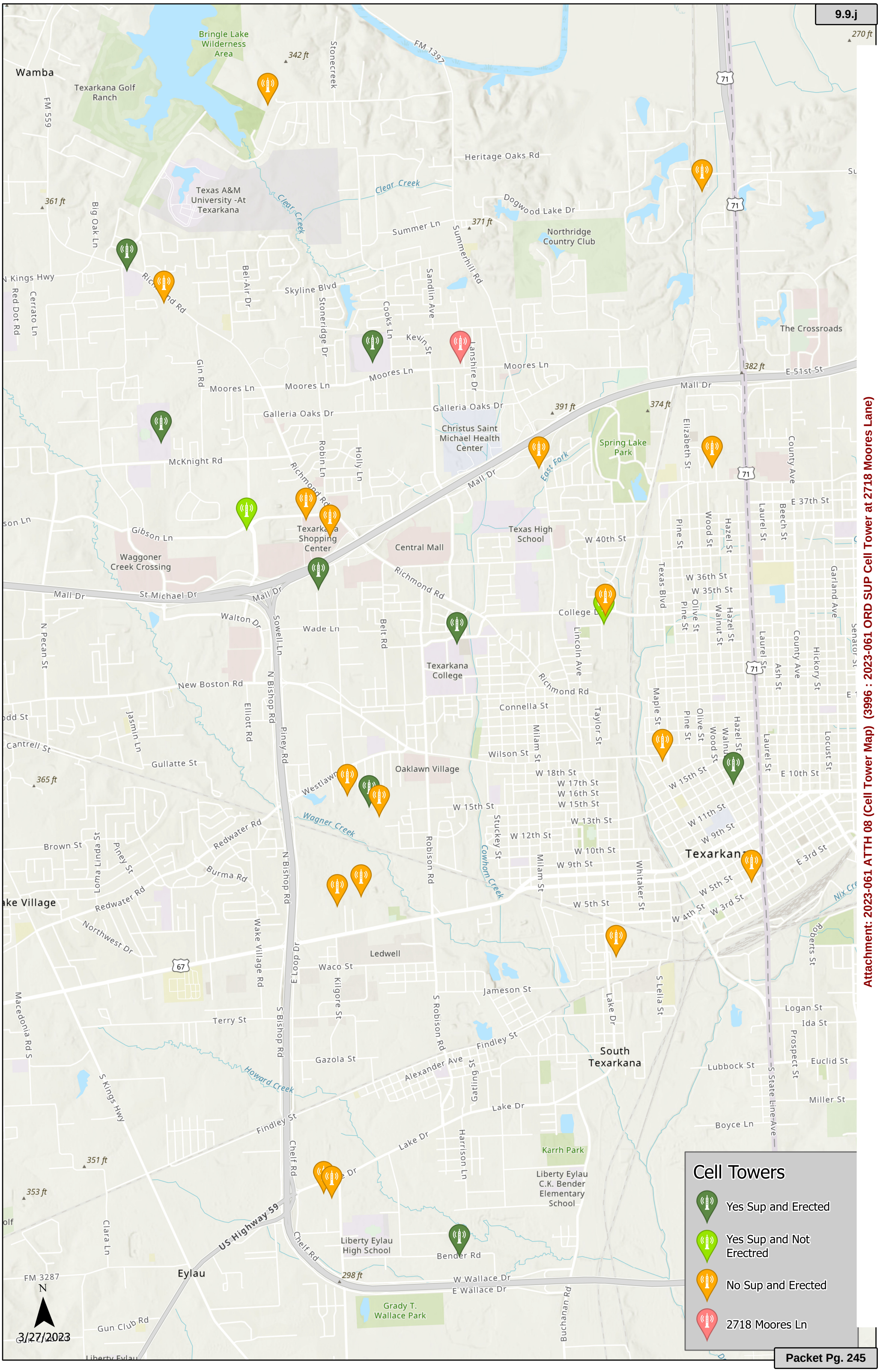
To the City Council and Planning & Zoning Commission of Texarkana, Texas

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Name-Print and Signature	Address-Home and Email
Richard Gwyn	5802 Kevin, Texarkana, Tex
Richard A. Gwyn	RGwyn2@yahoo.com
ROBERT SMITH	5615 KEVIN, TEXARKANA, TX
Debra Spinks	3106 Kevin Texarkana TX 75503
Debra J Spinks	DEBBLELA @ ICLOUD.COM
LELAND SPINKS	3106 KEVIN TEXARKNA TX 75503
Leland P Spinks	LELADEBB @ ICLOUD.COM
Steven G. Brownlee	3001 Kevin Texarkana, TX 75503
Kgbrownlee@outlook.com	Steven G. Brownlee
Kevi Wilder	2904 Northview, Texarkana TX 75503
Kevi Wilder	KKwilder412@gmail.com
David Wilder	2904 Northview, Texarkana, TX 75503
David Wilder	dbwilder911@gmail.com

Attachment: 2023-061 ATTH 07 (2nd Oppostition Petition) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)



Attachment: 2023-061 ATTH 08 (Cell Tower Map) (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores 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: 2023-061 Goals & Perspectives (3996 : 2023-061 ORD SUP Cell Tower at 2718 Moores Lane)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 5/4/2023 2:45 PM

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

Subject: Ordinance No. 2023-062 approving the voluntary annexation of six adjoining tracts, approximately 150 acres, in the H. S. Janes HRS A-306 (Terry St./S. Bishop Rd. vicinity) to the city limits of Texarkana, Bowie County, Texas, zoning district classifications, and site plan for Tracts One and Three. Resortments, Inc, owner.

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

Item Schedule

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

Updates/History of Briefing:

Resortments, Inc., the owner of six adjoining tracts, approximately 150 acres, lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, generally bordered to the north in part by Terry St. and to the east by S. Bishop Rd., requests that the City annex the acreage into the city limits. The property is identified as Limited Purpose Property for full-purpose annexation in the City's Strategic Partnership Agreement with Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, approved by the City Council on October 24, 2022 [Res. No. 2022-130]; and the District represented in that agreement that it cannot provide either water or sewer service to this property. The request of Resortments, Inc., was one of the requests brought to the Council's attention during the regular meeting on March 13, 2023, when the City Council authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests [Res. No. 2023-034]. The City Council approved a written services agreement for this property annexation during its regular meeting held on April 10, 2023 [Res. No. 2023-045].

Executive Summary and Background Information:

The proposed annexation ordinance assigns this property to Ward 2, the adjoining ward, per Art. II, §1 of the City Charter and § 12-4 of the Code of Ordinances.

The proposed zoning districts for the six tracts are as follows:

Tracts One and Three:	Planned Development / Multi-Family
Tracts Two, Four, and Five:	Planned Development / Industrial 1
Tract Six:	Planned Development / Commercial

These zoning districts align with two phases of development: the first phase involves multi-family planned development for Tracts 1 and 3; and the proposed ordinance approves the site plan for Tracts One and Three (contained in Exhibit A-1 to the services agreement) subject to the following requirements:

1. The construction of new multiple family units.
2. The access driveway will be off Terry St.
3. There must be a minimum of two parking spaces per multiple family unit. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. Sign, if desired by owner, restricted to monument style on Terry St. No Electronic messaging will be allowed.
5. Development must meet drainage ordinance and stormwater manual design standards.
6. Sidewalk to be constructed by developer per City Code of Ordinances on Terry St. frontage.
7. All dumpster sites shall be screened.

Other than designating zoning for Tracts Two, Four, Five, and Six, the Council is not tasked at this time to consider any site plan for the second phase.

A public hearing scheduled for May 8, 2023, has been publicly noticed for this proposed annexation, together with publication of the ordinance form per Art. I, Sec. 5 of the City Charter.

Potential Options:

Approve (or not) the proposed annexation ordinance.

Fiscal Implications:

Except as noted below, the city services set out in the services agreement will be provided to this area with no additional costs or changes to the annual budget.
The first phase of multi-family planned development for Tracts 1 and 3, together with another owner requesting voluntary annexation of property in the vicinity, prompts certain sanitary sewer infrastructure improvements of approximately $450,000 to be made at City expense. For the second phase, Owner decisions on the purpose and scope of the respective industrial and commercial development may require substantial infrastructure improvements to the City's sanitary sewer service and cost-sharing development agreements may be required for such improvements.

Staff Recommendation:

City staff recommends for approval.

Advisory Board/Committee Review:

(Advisory Board/Committee Name OR say "NONE")

Board/Committee Recommendation:

Not applicable.

Advisory Board/Committee Meeting Date and Minutes:

Not applicable.

Attachments

a. 2023-062 ORD annex Resortments [Terry - Bishop tracts] (DOCX)
b. 2023-062 ATTH 01 serv agmt (annex) Resortments signed (PDF)
c. 2023-062 ATTH 02 M-E MUD SPA signed (PDF)
d. 2023-062 ATTH 03 G Quad Rendering (PDF)
e. 2023-062 ATTH 04 H Quad Rendering (PDF)
f. 2023-062 Goals & Perspectives (DOCX)

Staff Coordination

City Attorney	Jeffery C. Lewis 04/18/2023 12:38 PM	Department Head Review	Completed	
Planning & Zoning Commission	Laura Puckett 04/18/2023 3:07 PM	Action Completed		
Water Utilities	Gary Smith	Water Review	Completed	04/19/2023 7:03 AM
Building Code Administration	Mashell Daniel Completed	Zoning Review 04/19/2023 8:47 AM		
Public Works Department	Dusty Henslee Completed	Public Works Review 04/19/2023 10:38 AM		
City Manager	David Orr	City Manager Review	Completed	04/19/2023 10:44 AM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

ORDINANCE NO. 2023-062

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ANNEXING BY PETITION OF LANDOWNER THE HEREINAFTER DESCRIBED TERRITORY OF SIX ADJOINING TRACTS, APPROXIMATELY 150 ACRES, IN THE H. S. JANES HRS A-306, TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED TERRITORY WITHIN SAID CITY LIMITS; GRANTING TO ALL THE INHABITANTS OF SAID TERRITORY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS, BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY, AND THE PROPERTY THEREIN BEARING ITS PRO RATA PART OF THE TAXES LEVIED BY THE CITY; ASSIGNING SAID TERRITORY TO ITS ADJOINING WARD; INCORPORATING BY REFERENCE THE "MUNICIPAL SERVICES AGREEMENT / OWNER-CONSENT VOLUNTARY ANNEXATION" BETWEEN CITY AND LANDOWNER; SPECIFYING ZONING DISTRICT CLASSIFICATIONS AND SITE PLAN APPROVAL; PROVIDING FOR THE FILING OF THIS ORDINANCE WITH COUNTY RECORDS AND UPDATING THE CITY BOUNDARIES MAP; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the owner of six adjoining tracts, approximately 150 acres, lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, described in Section 1, below, requested that the City of Texarkana, Texas, annex the acreage into the city limits; and

WHEREAS, the acreage is within the City's extraterritorial jurisdiction and inclusion of the acreage within the city limits allows for future growth or economic development; and

WHEREAS, the acreage is designated as Limited Purpose Property defined and described in Section 3.5 and Exhibit "D" of the Strategic Partnership Agreement authorized by Section 43.0751 of the Texas Local Government Code and entered into by and between the City and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County; and

WHEREAS, per Resolution No. 2023-034 (March 13, 2023), the City Council authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests; and

WHEREAS, per Resolution No. 2023-045 (April 10, 2023), a written "Municipal Services Agreement / Owner-Consent Voluntary Annexation" for the territory described in Section 1 of this Ordinance and annexed by this Ordinance has been signed and executed by the Owner and City; and

Attachment: 2023-062 ORD annex Resortments [Terry - Bishop tracts] (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

WHEREAS, before instituting an annexation proceeding, notice and publication procedures prescribed by law were duly followed with respect to this Ordinance and the territory proposed for annexation; and

WHEREAS, before instituting an annexation proceeding, the City Council gave all interested persons the right to appear and to be heard, calling and conducting a public hearing for the territory described in Section 1 of this Ordinance, noticed in accordance with Texas law, during the regular City Council meeting held on May 8, 2023, at City Hall, 220 Texas Boulevard, Texarkana, Texas.

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

SECTION 1: The territory described in this section within Bowie County, Texas, is hereby annexed to the City of Texarkana, Bowie County, Texas, and the boundary limits of the City of Texarkana, Texas, be and the same are hereby extended to include this territory within the city limits of the City of Texarkana, Texas, and the same shall hereafter be included within the territorial limits of the City of Texarkana, Texas:

TRACT ONE:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BOWIE COUNTY, TEXAS, ABOUT THREE MILES SOUTHWEST OF TEXARKANA, TEXAS OUT OF THE H.S. JANES HEADRIGHT SURVEY, A-306 AND OUT OF A 50 ACRE TRACT OWNED BY J.S. HUGHES; SAME BEING BLOCK NUMBERED FOUR (4) OF THE SAID H.S. JANES SUBDIVISION, A DESCRIPTION OF WHICH IS RECORDED IN VOLUME 157, PAGE 419, BOWIE COUNTY, DEED RECORDS AND BEING DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING 212.5 VARAS WEST FROM THE NE CORNER IN THE NORTH BOUNDARY LINE OF THE ABOVE MENTIONED BLOCK NUMBERED FOUR (4);
THENCE: SOUTH 531.2 VARAS TO THE SOUTH BOUNDARY LINE OF BLOCK NUMBERED FOUR (4), A STAKE;
THENCE: WEST, WITH SAID SOUTH BOUNDARY LINE, 159.4 VARAS TO A STAKE;
THENCE: NORTH 531.2 VARAS, TO A STAKE IN THE NORTH BOUNDARY LINE OF BLOCK NUMBERED FOUR (4);
THENCE: EAST, 159.4 VARAS TO THE PLACE OF BEGINNING, CONTAINING FIFTEEN (15) ACRES OF LAND, MORE OR LESS.

IT BEING THE INTENTION TO CONVEY ONLY THE WEST ONE-HALF, OR 7-1/2 ACRES, OF THE ABOVE DESCRIBED 15 ACRE TRACT

TRACT TWO:
ALL THAT CERTAIN 76.70 ACRE TRACT OF LAND IN THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 106.519 ACRE TRACT DESCRIBED AS TRACT TWENTY-FOUR IN VOLUME 635, PAGE 113, BOWIE COUNTY DEED RECORDS; SAID 76.70 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 3/8" REBAR FOUND FOR THE SOUTHEAST CORNER OF THE DORSEY BLACKWELL CALLED 5.40 ACRE TRACT, THE SOUTHWEST CORNER OF A CALLED 15.60 ACRE TRACT DESCRIBED IN VOLUME 2105, PAGE 211 AND THE NORTHWEST CORNER OF THIS TRACT; A 1" ANGLE IRON FOUND FOR THE SOUTHWEST CORNER OF THE SAID CALLED 5.40 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 514, PAGE 7, LIES N 89° 47' 52" W, 175.65 FEET;
THENCE: S 89° 47' 52" E (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATIONS), 3492.36 FEET, TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE H.J. TRAMMELL CALLED 25.30 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT; A 1/2" REBAR FOUND ON THE WEST SIDE OF A SERVICE ROAD FOR THE NORTHEAST CORNER OF THE SAID CALLED 25.30 ACRE TRACT LINES S 89° 47' 52" E, 574.84 FEET;

Attachment: 2023-062 ORD annex Resortments [Terry - Bishop tracts] (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

THENCE: S 00° 14' 11" W, ALONG THE WEST LINE OF THE SAID CALLED 25.30 ACRE TRACT, 405.26 FEET, TO A 1/2" REBAR WITH CAP SET FOR THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 461, PAGE 288 AND THE MOST EASTERN SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 10.00 ACRE TRACT, 777.48 FEET, TO A 1/2" REBAR WITH CAP SET ON THE EAST LINE OF A CALLED 15.00 ACRE TRACT DESCRIBED IN VOLUME 396, PAGE 320, FOR THE NORTHWEST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND A CORNER OF THIS TRACT;
THENCE: N 00° 13' 38" W, ALONG THE EAST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 45.19 FEET TO A 1/2" REBAR WITH CAP SET FOR THE NORTHEAST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND AN ELL CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 15.00 ACRE TRACT, 600.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND AN ELL CORNER OF THIS TRACT;
THENCE: S 00° 13' 36" E, ALONG THE WEST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 1100.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT, THE NORTHEAST CORNER OF THE JAMES E. ANDERSON CALLED 2.00 ACRE TRACT, THE NORTHWEST CORNER OF THE MELVIN HARRIS CALLED 7.80 ACRE TRACT AND THE MOST SOUTHERN SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, 2140.86 FEET, TO A 1/2" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE GERALDINE PAYNE CALLED 7.83 ACRE TRACT, THE NORTHWEST CORNER OF THE CONNOR HEIGHTS SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 54' 38" E, ALONG THE EAST LINE OF THE SAID CALLED 7.83 ACRE TRACT, 46.74 FEET TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHWEST CORNER OF A CALLED 0.483 ACRE TRACT DESCRIBED IN VOLUME 580, PAGE 72 AND A CORNER OF THIS TRACT;
THENCE: N 89° 58' 55" E, 323.95 FEET TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHEAST CORNER OF A CALLED 1.045 ACRE TRACT DESCRIBED IN VOLUME 573, PAGE 290 AND AN ELL CORNER OF THIS TRACT;
THENCE: N 00° 34' 55" W, 1024.24 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 1.25 ACRE TRACT DESCRIBED AS TRACT 1 THRU 6 IN VOLUME 1443, PAGE 179, AND AN ELL CORNER OF THIS TRACT;
THENCE: N 89° 47' 52" W, 130.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET ON THE EAST SIDE OF A PUBLIC ROAD FOR THE NORTHWEST CORNER OF THE SAID CALLED 1.25 ACRE TRACT AND A CORNER OF THIS TRACT;
THENCE: N 00° 54' 38" E, 50.00 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH SIDE OF BOWIE COUNTY ROAD NO. 1344 (GIBBS AVENUE) FOR AN ELL CORNER OF THIS TRACT;
THENCE: N 89° 50' 24" W, ALONG THE NORTH SIDE OF THE SAID COUNTY ROAD, 167.25 FEET TO A 1/2" REBAR WITH CAP SET ON THE EAST LINE OF THE GIBBS SUBDIVISION FOR A CORNER OF THIS TRACT; A 5/8" IRON ROD FOUND ON THE EAST SIDE OF KINGS HIGHWAY AND THE NORTH LINE OF THE SAID COUNTY ROAD, LIES N 89° 50' 24" W, 1867.36 FEET;
THENCE: N 00° 54' 38" E, ALONG THE EAST LINE OF THE SAID GIBBS SUBDIVISION, 356.23 FEET TO THE PLACE OF BEGINNING, CONTAINING 76.70 ACRES OF LAND, MORE OR LESS.

TRACT THREE:
ALL THAT CERTAIN 15.23 ACRE TRACT OF LAND IN THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING ALL OF A CALLED 14.997 ACRE TRACT DESCRIBED IN VOLUME 493, PAGE 623, BOWIE COUNTY DEED RECORDS; SAID 15.23 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" REBAR WITH CAP SET ON THE SOUTH SIDE OF TERRY STREET, THE NORTH LINE OF THE SAID JANES SURVEY AND THE SOUTH LINE OF THE NANCY DYCUS SURVEY, ABSTRACT 145, FOR THE NORTHEAST CORNER OF THE VERGIE B. STAFFORD CALLED 10.00 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;
THENCE: N 89° 46' 16" E, (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATIONS) ALONG THE SOUTH SIDE OF TERRY STREET, THE NORTH LINE OF THE SAID JANES SURVEY AND THE SOUTH LINE OF THE SAID DYCUS SURVEY, 442.78 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE M.L. MAYO CALLED 15.00 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;
THENCE: S 00° 18' 45" W, ALONG THE WEST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 1499.99 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH LINE OF A CALLED 106.519

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ACRE TRACT DESCRIBED AS TRACT TWENTY-FOUR IN VOLUME 635, PAGE 113 FOR THE SOUTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT;
THENCE: N 89° 47' 52" W, ALONG THE NORTH LINE OF THE SAID CALLED 106.519 ACRE TRACT, 442.78 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHEAST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 18' 47" E, ALONG THE EAST LINE OF THE SAID CALLED 10.00 ACRE TRACT, 1496.66 FEET, TO THE PLACE OF BEGINNING, CONTAINING 15.23 ACRES OF LAND, MORE OR LESS.

TRACT FOUR:
ALL THAT CERTAIN 15.15 ACRE TRACT OF LAND IN THE CITY OF TEXARKANA, H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING ALL OF A CALLED 15.00 ACRE TRACT DESCRIBED IN VOLUME 396, PAGE 320, BOWIE COUNTY DEED RECORDS; SAID 15.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE MELVIN HARRIS CALLED 7.80 ACRE TRACT, THE NORTHEAST CORNER OF THE JAMES E. ANDERSON CALLED 2.00 ACRE TRACT, THE MOST SOUTHERN SOUTHEAST CORNER OF A CALLED 76.70 ACRE TRACT SURVEYED BY EAST TEXAS SURVEYING CO. ON JANUARY 8, 1997 AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 13' 36" W, (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATION) ALONG THE SOUTHERN EAST LINE OF THE SAID CALLED 76.70 ACRE TRACT, 1100.00 FEET TO A 1/2" REBAR WITH CAP SET FOR AN ELL CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;
THENCE: N 89° 54' 24" E, ALONG THE SOUTH LINE OF THE SAID CALLED 76.70 ACRE TRACT, 600.00 FEET TO A 1/2" REBAR WITH CAP SET FOR AN ELL CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;
THENCE: S 00° 13' 36" E, PASSING A 1/2" REBAR WITH CAP SET FOR A CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTH WEST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 461, PAGE 288, AT 45.19 FEET AND CONTINUING ALONG THE WEST LINE OF THE SAID CALLED 10.00 ACRE TRACT, IN ALL, 1100.00 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH LINE OF THE SAID CALLED 7.80 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 7.80 ACRE TRACT, 600.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 15.15 ACRES OF LAND, MORE OR LESS.

TRACT FIVE:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF BOWIE, STATE OF TEXAS AND BEING A PART OF BLOCKS NUMBERED SEVEN (7) AND EIGHT (8) OF THE SUBDIVISION OF THE H. S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
BEGINNING AT A STAKE, THE COMMON CORNERS OF BLOCKS NUMBERED SEVEN (7), EIGHT (8), THIRTEEN (13) AND FOURTEEN (14) OF THE SUBDIVISION OF THE SAID H.S. JANES SURVEY;
THENCE: NORTHERLY WITH THE EAST BOUNDARY LINE OF SAID BLOCK NUMBERED EIGHT (8), THE WEST BOUNDARY LINE OF BLOCK NUMBERED SEVEN (7), A DISTANCE OF APPROXIMATELY 660 FEET TO A STAKE;
THENCE: EAST, A DISTANCE OF 457.5 FEET TO A STAKE;
THENCE: NORTH 400 FEET TO A STAKE;
THENCE: WEST, 457.5 FEET, CROSSING THE WEST BOUNDARY LINE OF BLOCK NUMBERED SEVEN (7) THE EAST BOUNDARY LINE OF BLOCK NUMBERED EIGHT (8) AND CONTINUING WEST INTO BLOCK NUMBERED EIGHT (8) FOR 250 FEET TO THE EAST BOUNDARY LINE OF A 15 ACRE TRACT HERETOFORE CONVEYED BY US IN A DEED TO LADONIA GREEN PAYTON;
THENCE: SOUTH, WITH HER EAST LINE, TO THE SOUTH LINE OF BLOCK NUMBERED EIGHT (8);
THENCE: EAST, 250 FEET ALONG THE SOUTH LINE OF BLOCK NUMBERED EIGHT (8) TO THE PLACE OF BEGINNING AND CONTAINING TEN (10) ACRES OF LAND.

Attachment: 2023-062 ORD annex Resortments [Terry - Bishop tracts] (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

TRACT SIX:

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BLOCK 7 OF THE SUBDIVISION OF THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS AND BEING ALL THAT CERTAIN CALLED 10 ACRE TRACT CONVEYED TO H.J. TRAMMELL BY DEED RECORDED IN VOLUME 325, PAGES 145-149, DEED RECORDS, BOWIE COUNTY, TEXAS AND THE RESIDUAL OF THAT CERTAIN CALLED 30 ACRE TRACT CONVEYED TO H.J. TRAMMELL BY DEED RECORDED IN VOLUME 332, PAGES 445-446; SAID DEED RECORDS, SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" REBAR SET FOR THE SOUTHWEST CORNER; SAID POINT BEING THE SOUTHWEST CORNER OF SAID 10 ACRE TRACT AND ALSO BEING THE SOUTHWEST CORNER OF SAID BLOCK 7, A CROSS-TIE FENCE CORNER BEARS S 02° 01' 13" E, A DISTANCE OF 22.10 FEET;

THENCE: N 00° 26' 06" W, ALONG THE WEST LINE OF SAID BLOCK 7, 660.00 FEET TO A 1/2" REBAR SET FOR THE WESTERLY NORTHWEST CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID 10 ACRE TRACT;

THENCE: N 88° 37' 00" E, ALONG THE NORTH LINE OF SAID 10 ACRE TRACT, AT 45.69 FEET, PASSING A CROSS-TIE FENCE CORNER, 2.37 FEET, RIGHT AND CONTINUING FOR A TOTAL DISTANCE OF 507.57 FEET, TO A POINT FOR INTERIOR CORNER; SAID POINT BEING THE WESTERLY SOUTHWEST CORNER OF SAID 30 ACRE TRACT, 1/2" REBAR REFERENCE S 88° 37' 40" W;

THENCE: N 01° 53' 47" W, ALONG THE WEST LINE OF SAID 30 ACRE TRACT, 803.13 FEET TO A 1/2" REBAR SET FOR THE NORTHWEST CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID 30 ACRE TRACT AND ALSO BEING IN THE OCCUPIED NORTH LINE OF SAID BLOCK 7;

THENCE: N 88° 02' 08" E, ALONG SAID NORTH LINE; SAME BEING THE NORTH LINE OF SAID 30 ACRE TRACT, AT 353.68 FEET, PASSING A 1/2" REBAR AND CONTINUING FOR A TOTAL DISTANCE OF 575.84 FEET, TO A POINT FOR THE NORTHEAST CORNER IN THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 59 (LOOP 151), A 1/2" REBAR FOUND BEARS N 88° 02' 08" E, A DISTANCE OF 0.32 FEET;

THENCE: S 01° 48' 43" W, ALONG SAID ROW LINE, 401.63 FEET TO A 1/2" REBAR SET AT AN ANGLE POINT;

THENCE: S 03° 41' 00" W, ALONG SAID ROW LINE, AT 15.54 FEET, PASSING A ROW MONUMENT 1.39 FEET LEFT AND CONTINUING FOR A TOTAL DISTANCE OF 1001.80 FEET TO A 1/2" REBAR SET AT AN ANGLE POINT;

THENCE: S 04° 04' E, ALONG SAID ROW LINE, 70.04 FEET TO A T-POST SET FOR THE SOUTHEAST CORNER; SAID POINT BEING IN THE SOUTH LINE OF SAID 30 ACRE TRACT; SAME BEING THE OCCUPIED SOUTH LINE OF SAID BLOCK 7;

THENCE: S 88° 37' W, ALONG SAID SOUTH LINE, AT 319.50 FEET, PASSING THE SOUTHEAST CORNER OF AFOREMENTIONED 10 ACRE TRACT AND CONTINUING FOR A TOTAL DISTANCE OF 979.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.169 ACRES OF LAND, MORE OR LESS.

SECTION 2: Pursuant to Texas law and the City Charter, the inhabitants of the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall hereafter be entitled to all the rights and privileges of all other citizens of the City of Texarkana, Texas; they shall be bound by the acts, ordinances, resolutions, and regulations of the City; and the property situated in the territory shall bear its pro rata part of the taxes levied by the City.

SECTION 3: Pursuant to Article II, Section 1 of the City Charter, the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall hereafter be assigned and become a part of the City Ward [Ward 2] to which the territory adjoins.

SECTION 4: The "Municipal Services Agreement / Owner-Consent Voluntary Annexation" ("MSA") approved by the City Council by Resolution No. 2023-045 (April 10, 2023), applicable to the territory described in Section 1 of this Ordinance, is incorporated herein by reference for all

Attachment: 2023-062 ORD annex Resortments [Terry - Bishop tracts] (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

purposes; and pursuant to the MSA and Sections 140-50 and 140-78(a) of the Code of Ordinances of the City of Texarkana, Texas, the applicable zoning districts for the territory described in Section 1 of this Ordinance and annexed by this Ordinance shall be classified as follows:

Tracts One and Three:	Planned Development / Multi-Family
Tracts Two, Four, and Five:	Planned Development / Industrial 1
Tract Six:	Planned Development / Commercial

The site plan for Tracts One and Three contained in Exhibit A-1 to the MSA is hereby approved subject to the following requirements:

1. The construction of new multiple family units.
2. The access driveway will be off Terry St.
3. There must be a minimum of two parking spaces per multiple family unit. All parking spaces shall be a minimum of 180 sq. ft. in size.
4. Sign, if desired by owner, restricted to monument style on Terry St. No Electronic messaging will be allowed.
5. Development must meet drainage ordinance and stormwater manual design standards.
6. Sidewalk to be constructed by developer per City Code of Ordinances on Terry St. frontage.
7. All dumpster sites shall be screened.

SECTION 5: The City Secretary shall file with the County Clerk of Bowie County, Texas, a certified copy of this Ordinance. The City Manager shall cause the map of the boundaries of the City and its extraterritorial jurisdiction to be updated in accordance with Texas law and this Ordinance.

SECTION 6: In case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 7: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 8: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 9: This Ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-062 ORD annex Resortments [Terry - Bishop tracts] (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

RESOLUTION NO. 2023 - 045

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING TO BEGIN THE PROCESS OF CONSIDERING THE VOLUNTARY ANNEXATION OF SIX ADJOINING TRACTS, APPROXIMATELY 150 ACRES, H. S. JANES HRS A-306, INTO THE CITY LIMITS OF THE CITY OF TEXARKANA, TEXAS, BY AUTHORIZING A WRITTEN SERVICES AGREEMENT FOR PROVISION OF CITY SERVICES IN THE EVENT THE CITY COUNCIL ADOPTS AN ORDINANCE ANNEXING THE TRACT; DIRECTING THE PREPARATION OF A FORM ANNEXATION ORDINANCE AND A PUBLIC HEARING BEFORE INSTITUTING ANY ANNEXATION PROCEEDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Resortments, Inc., the owner of six adjoining tracts, approximately 150 acres, lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, described in Section 1 of the proposed "Municipal Services Agreement" ("MSA") attached to this resolution as **ATTH 01**, has requested that the City of Texarkana, Texas, annex the acreage into the city limits; and

WHEREAS, the acreage is designated as Limited Purpose Property defined and described in the Strategic Partnership Agreement ("SPA") authorized by Section 43.0751 of the Texas Local Government Code entered into by and between the City and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County ("District"); and

WHEREAS, per Resolution No. 2023-034 (March 13, 2023), the City Council authorized and directed the evaluation, negotiation, and preparation of proposed service or development agreements for voluntary annexation requests; and

WHEREAS, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owner of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, before a city may adopt an ordinance annexing an area by petition of landowners, the governing body must conduct a public hearing, providing persons interested in the annexation the opportunity to be heard, and thereafter the governing body may adopt an ordinance annexing the area; and

WHEREAS, City staff recommends that the City Council elect to begin the process of consideration of annexation of the subject tracts by first authorizing the City Manager to negotiate and execute the proposed MSA attached to this resolution pertaining to development incentives and services to be provided by the City in the event the City Council, in its discretion, favorably votes to annex the subject tract.

Attachment: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

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 Municipal Services Agreement 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 one or more of the subject tracts; and nothing in this resolution promises or guarantees a favorable vote by the City Council to approve annexation of one or more of the tracts.

SECTION 3: Upon execution of the MSA, the City Council directs the City Manager to prepare a proposed annexation ordinance for the subject tracts; 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 tract.

SECTION 4: The City Manager or designee shall cause to be issued all newspaper publications and notices as 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 **10th day of April, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:11 p.m.

Attachment: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

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Municipal Services Agreement

* * * * *

Owner-Consent Voluntary Annexation

This Municipal Services Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality of the State of Texas ("City"), and Resortments, 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, pursuant to the Texas Local Government Code, the governing body of a city that elects to annex an area by petition of landowner must first negotiate and enter into a written agreement with the owners of land in the area for the provision of services in the area, with the agreement including (1) a list of each service the city will provide on the effective date of the annexation, and (2) a schedule that includes the period within which the city will provide each service that is not provided on the effective date of the annexation; and

WHEREAS, Owner owns certain parcels of land situated in Bowie County, Texas, within the City's extraterritorial jurisdiction, more particularly described in Section 1, below ("the Property"); and

WHEREAS, the Property is located within the Limited Purpose Property as defined and described in the Strategic Partnership Agreement ("SPA") authorized by Section 43.0751 of the Texas Local Government Code entered into by and between the City and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County ("District"); and

WHEREAS, by this Agreement, Owner requests and consents to full-purpose annexation of the Property by the City; and

WHEREAS, City and Owner desire to set out their agreements for the development of the Property by confirming development incentives, the process for City Council consideration of full-purpose annexation of the Property, and — in the event the City Council approves full-purpose annexation — the City services to be provided for the Property on or after the effective date of full-purpose annexation.

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 ONE:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BOWIE COUNTY, TEXAS, ABOUT THREE MILES SOUTHWEST OF TEXARKANA, TEXAS OUT OF THE H.S. JANES HEADRIGHT SURVEY, A-306 AND OUT OF A 50 ACRE TRACT OWNED BY J.S. HUGHES; SAME BEING BLOCK NUMBERED FOUR (4) OF THE SAID H.S. JANES SUBDIVISION, A DESCRIPTION

OF WHICH IS RECORDED IN VOLUME 157, PAGE 419, BOWIE COUNTY, DEED RECORDS AND BEING DESCRIBED AS FOLLOWS, TO-WIT:
BEGINNING 212.5 VARAS WEST FROM THE NE CORNER IN THE NORTH BOUNDARY LINE OF THE ABOVE MENTIONED BLOCK NUMBERED FOUR (4);
THENCE: SOUTH 531.2 VARAS TO THE SOUTH BOUNDARY LINE OF BLOCK NUMBERED FOUR (4), A STAKE;
THENCE: WEST, WITH SAID SOUTH BOUNDARY LINE, 159.4 VARAS TO A STAKE;
THENCE: NORTH 531.2 VARAS, TO A STAKE IN THE NORTH BOUNDARY LINE OF BLOCK NUMBERED FOUR (4);
THENCE: EAST, 159.4 VARAS TO THE PLACE OF BEGINNING, CONTAINING FIFTEEN (15) ACRES OF LAND, MORE OR LESS.

IT BEING THE INTENTION TO CONVEY ONLY THE WEST ONE-HALF, OR 7-1/2 ACRES, OF THE ABOVE DESCRIBED 15 ACRE TRACT

TRACT TWO:
ALL THAT CERTAIN 76.70 ACRE TRACT OF LAND IN THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING THE REMAINDER OF A CALLED 106.519 ACRE TRACT DESCRIBED AS TRACT TWENTY-FOUR IN VOLUME 635, PAGE 113, BOWIE COUNTY DEED RECORDS; SAID 76.70 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 3/8" REBAR FOUND FOR THE SOUTHEAST CORNER OF THE DORSEY BLACKWELL CALLED 5.40 ACRE TRACT, THE SOUTHWEST CORNER OF A CALLED 15.60 ACRE TRACT DESCRIBED IN VOLUME 2105, PAGE 211 AND THE NORTHWEST CORNER OF THIS TRACT; A 1" ANGLE IRON FOUND FOR THE SOUTHWEST CORNER OF THE SAID CALLED 5.40 ACRE TRACT AND THE SOUTHEAST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 514, PAGE 7, LIES N 89° 47' 52" W, 175.65 FEET;
THENCE: S 89° 47' 52" E (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATIONS), 3492.36 FEET, TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE H.J. TRAMMELL CALLED 25.30 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT; A 1/2" REBAR FOUND ON THE WEST SIDE OF A SERVICE ROAD FOR THE NORTHEAST CORNER OF THE SAID CALLED 25.30 ACRE TRACT LINES S 89° 47' 52" E, 574.84 FEET;
THENCE: S 00° 14' 11" W, ALONG THE WEST LINE OF THE SAID CALLED 25.30 ACRE TRACT, 405.26 FEET, TO A 1/2" REBAR WITH CAP SET FOR THE NORTHEAST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 461, PAGE 288 AND THE MOST EASTERN SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 10.00 ACRE TRACT, 777.48 FEET, TO A 1/2" REBAR WITH CAP SET ON THE EAST LINE OF A CALLED 15.00 ACRE TRACT DESCRIBED IN VOLUME 396, PAGE 320, FOR THE NORTHWEST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND A CORNER OF THIS TRACT;
THENCE: N 00° 13' 38" W, ALONG THE EAST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 45.19 FEET TO A 1/2" REBAR WITH CAP SET FOR THE NORTHEAST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND AN ELL CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 15.00 ACRE TRACT, 600.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND AN ELL CORNER OF THIS TRACT;
THENCE: S 00° 13' 36" E, ALONG THE WEST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 1100.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT, THE NORTHEAST CORNER OF THE JAMES E. ANDERSON CALLED 2.00 ACRE TRACT, THE NORTHWEST CORNER OF THE MELVIN HARRIS CALLED 7.80 ACRE TRACT AND THE MOST SOUTHERN SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, 2140.86 FEET, TO A 1/2" IRON PIPE FOUND FOR THE SOUTHEAST CORNER OF THE GERALDINE PAYNE CALLED 7.83 ACRE TRACT, THE NORTHWEST CORNER OF THE CONNOR HEIGHTS SUBDIVISION AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 54' 38" E, ALONG THE EAST LINE OF THE SAID CALLED 7.83 ACRE TRACT, 46.74 FEET TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHWEST CORNER OF A CALLED 0.483 ACRE TRACT DESCRIBED IN VOLUME 580, PAGE 72 AND A CORNER OF THIS TRACT;

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THENCE: N 89° 58' 55" E, 323.95 FEET TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHEAST CORNER OF A CALLED 1.045 ACRE TRACT DESCRIBED IN VOLUME 573, PAGE 290 AND AN ELL CORNER OF THIS TRACT;
THENCE: N 00° 34' 55" W, 1024.24 FEET TO A 1/2" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF A CALLED 1.25 ACRE TRACT DESCRIBED AS TRACT 1 THRU 6 IN VOLUME 1443, PAGE 179, AND AN ELL CORNER OF THIS TRACT;
THENCE: N 89° 47' 52" W, 130.00 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET ON THE EAST SIDE OF A PUBLIC ROAD FOR THE NORTHWEST CORNER OF THE SAID CALLED 1.25 ACRE TRACT AND A CORNER OF THIS TRACT;
THENCE: N 00° 54' 38" E, 50.00 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH SIDE OF BOWIE COUNTY ROAD NO. 1344 (GIBBS AVENUE) FOR AN ELL CORNER OF THIS TRACT;
THENCE: N 89° 50' 24" W, ALONG THE NORTH SIDE OF THE SAID COUNTY ROAD, 167.25 FEET TO A 1/2" REBAR WITH CAP SET ON THE EAST LINE OF THE GIBBS SUBDIVISION FOR A CORNER OF THIS TRACT; A 5/8" IRON ROD FOUND ON THE EAST SIDE OF KINGS HIGHWAY AND THE NORTH LINE OF THE SAID COUNTY ROAD, LIES N 89° 50' 24" W, 1867.36 FEET;
THENCE: N 00° 54' 38" E, ALONG THE EAST LINE OF THE SAID GIBBS SUBDIVISION, 356.23 FEET TO THE PLACE OF BEGINNING, CONTAINING 76.70 ACRES OF LAND, MORE OR LESS.

TRACT THREE:
ALL THAT CERTAIN 15.23 ACRE TRACT OF LAND IN THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING ALL OF A CALLED 14.997 ACRE TRACT DESCRIBED IN VOLUME 493, PAGE 623, BOWIE COUNTY DEED RECORDS; SAID 15.23 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" REBAR WITH CAP SET ON THE SOUTH SIDE OF TERRY STREET, THE NORTH LINE OF THE SAID JANES SURVEY AND THE SOUTH LINE OF THE NANCY DYCUS SURVEY, ABSTRACT 145, FOR THE NORTHEAST CORNER OF THE VERGIE B. STAFFORD CALLED 10.00 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;
THENCE: N 89° 46' 16" E, (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATIONS) ALONG THE SOUTH SIDE OF TERRY STREET, THE NORTH LINE OF THE SAID JANES SURVEY AND THE SOUTH LINE OF THE SAID DYCUS SURVEY, 442.78 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE M.L. MAYO CALLED 15.00 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;
THENCE: S 00° 18' 45" W, ALONG THE WEST LINE OF THE SAID CALLED 15.00 ACRE TRACT, 1499.99 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH LINE OF A CALLED 106.519 ACRE TRACT DESCRIBED AS TRACT TWENTY-FOUR IN VOLUME 635, PAGE 113 FOR THE SOUTHWEST CORNER OF THE SAID CALLED 15.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT;
THENCE: N 89° 47' 52" W, ALONG THE NORTH LINE OF THE SAID CALLED 106.519 ACRE TRACT, 442.78 FEET (DEED CALL) TO A 1/2" REBAR WITH CAP SET FOR THE SOUTHEAST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 18' 47" E, ALONG THE EAST LINE OF THE SAID CALLED 10.00 ACRE TRACT, 1496.66 FEET, TO THE PLACE OF BEGINNING, CONTAINING 15.23 ACRES OF LAND, MORE OR LESS.

TRACT FOUR:
ALL THAT CERTAIN 15.15 ACRE TRACT OF LAND IN THE CITY OF TEXARKANA, H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS, BEING ALL OF A CALLED 15.00 ACRE TRACT DESCRIBED IN VOLUME 396, PAGE 320, BOWIE COUNTY DEED RECORDS; SAID 15.15 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" REBAR WITH CAP SET FOR THE NORTHWEST CORNER OF THE MELVIN HARRIS CALLED 7.80 ACRE TRACT, THE NORTHEAST CORNER OF THE JAMES E. ANDERSON CALLED 2.00 ACRE TRACT, THE MOST SOUTHERN SOUTHEAST CORNER OF A CALLED 76.70 ACRE TRACT SURVEYED BY EAST TEXAS SURVEYING CO. ON JANUARY 8, 1997 AND THE SOUTHWEST CORNER OF THIS TRACT;
THENCE: N 00° 13' 36" W, (BEARINGS BASED ON TRUE NORTH MERIDIAN DERIVED VIA SOLAR OBSERVATION) ALONG THE SOUTHERN EAST LINE OF THE SAID CALLED 76.70 ACRE TRACT, 1100.00 FEET TO A 1/2" REBAR WITH CAP SET FOR AN ELL CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTHWEST CORNER OF THIS TRACT;

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THENCE: N 89° 54' 24" E, ALONG THE SOUTH LINE OF THE SAID CALLED 76.70 ACRE TRACT, 600.00 FEET TO A 1/2" REBAR WITH CAP SET FOR AN ELL CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;
THENCE: S 00° 13' 36" E, PASSING A 1/2" REBAR WITH CAP SET FOR A CORNER OF THE SAID CALLED 76.70 ACRE TRACT AND THE NORTH WEST CORNER OF A CALLED 10.00 ACRE TRACT DESCRIBED IN VOLUME 461, PAGE 288, AT 45.19 FEET AND CONTINUING ALONG THE WEST LINE OF THE SAID CALLED 10.00 ACRE TRACT, IN ALL, 1100.00 FEET TO A 1/2" REBAR WITH CAP SET ON THE NORTH LINE OF THE SAID CALLED 7.80 ACRE TRACT FOR THE SOUTHWEST CORNER OF THE SAID CALLED 10.00 ACRE TRACT AND THE SOUTHEAST CORNER OF THIS TRACT;
THENCE: S 89° 54' 24" W, ALONG THE NORTH LINE OF THE SAID CALLED 7.80 ACRE TRACT, 600.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 15.15 ACRES OF LAND, MORE OR LESS.

TRACT FIVE:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE COUNTY OF BOWIE, STATE OF TEXAS AND BEING A PART OF BLOCKS NUMBERED SEVEN (7) AND EIGHT (8) OF THE SUBDIVISION OF THE H. S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS AND DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
BEGINNING AT A STAKE, THE COMMON CORNERS OF BLOCKS NUMBERED SEVEN (7), EIGHT (8), THIRTEEN (13) AND FOURTEEN (14) OF THE SUBDIVISION OF THE SAID H.S. JANES SURVEY;
THENCE: NORTHERLY WITH THE EAST BOUNDARY LINE OF SAID BLOCK NUMBERED EIGHT (8), THE WEST BOUNDARY LINE OF BLOCK NUMBERED SEVEN (7), A DISTANCE OF APPROXIMATELY 660 FEET TO A STAKE;
THENCE: EAST, A DISTANCE OF 457.5 FEET TO A STAKE;
THENCE: NORTH 400 FEET TO A STAKE;
THENCE: WEST, 457.5 FEET, CROSSING THE WEST BOUNDARY LINE OF BLOCK NUMBERED SEVEN (7) THE EAST BOUNDARY LINE OF BLOCK NUMBERED EIGHT (8) AND CONTINUING WEST INTO BLOCK NUMBERED EIGHT (8) FOR 250 FEET TO THE EAST BOUNDARY LINE OF A 15 ACRE TRACT HERETOFORE CONVEYED BY US IN A DEED TO LADONIA GREEN PAYTON;
THENCE: SOUTH, WITH HER EAST LINE, TO THE SOUTH LINE OF BLOCK NUMBERED EIGHT (8);
THENCE: EAST, 250 FEET ALONG THE SOUTH LINE OF BLOCK NUMBERED EIGHT (8) TO THE PLACE OF BEGINNING AND CONTAINING TEN (10) ACRES OF LAND.

TRACT SIX:
ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN BLOCK 7 OF THE SUBDIVISION OF THE H.S. JANES HEADRIGHT SURVEY, A-306, BOWIE COUNTY, TEXAS AND BEING ALL THAT CERTAIN CALLED 10 ACRE TRACT CONVEYED TO H.J. TRAMMELL BY DEED RECORDED IN VOLUME 325, PAGES 145-149, DEED RECORDS, BOWIE COUNTY, TEXAS AND THE RESIDUAL OF THAT CERTAIN CALLED 30 ACRE TRACT CONVEYED TO H.J. TRAMMELL BY DEED RECORDED IN VOLUME 332, PAGES 445-446; SAID DEED RECORDS, SUBJECT TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A 1/2" REBAR SET FOR THE SOUTHWEST CORNER; SAID POINT BEING THE SOUTHWEST CORNER OF SAID 10 ACRE TRACT AND ALSO BEING THE SOUTHWEST CORNER OF SAID BLOCK 7, A CROSS-TIE FENCE CORNER BEARS S 02° 01' 13" E, A DISTANCE OF 22.10 FEET;
THENCE: N 00° 26' 06" W, ALONG THE WEST LINE OF SAID BLOCK 7, 660.00 FEET TO A 1/2" REBAR SET FOR THE WESTERLY NORTHWEST CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID 10 ACRE TRACT;
THENCE: N 88° 37' 00" E, ALONG THE NORTH LINE OF SAID 10 ACRE TRACT, AT 45.69 FEET, PASSING A CROSS-TIE FENCE CORNER, 2.37 FEET, RIGHT AND CONTINUING FOR A TOTAL DISTANCE OF 507.57 FEET, TO A POINT FOR INTERIOR CORNER; SAID POINT BEING THE WESTERLY SOUTHWEST CORNER OF SAID 30 ACRE TRACT, 1/2" REBAR REFERENCE S 88° 37' 40" W;
THENCE: N 01° 53' 47" W, ALONG THE WEST LINE OF SAID 30 ACRE TRACT, 803.13 FEET TO A 1/2" REBAR SET FOR THE NORTHWEST CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID 30 ACRE TRACT AND ALSO BEING IN THE OCCUPIED NORTH LINE OF SAID BLOCK 7;

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THENCE: N 88° 02' 08" E, ALONG SAID NORTH LINE; SAME BEING THE NORTH LINE OF SAID 30 ACRE TRACT, AT 353.68 FEET, PASSING A 1/2" REBAR AND CONTINUING FOR A TOTAL DISTANCE OF 575.84 FEET, TO A POINT FOR THE NORTHEAST CORNER IN THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 59 (LOOP 151), A 1/2" REBAR FOUND BEARS N 88° 02' 08" E, A DISTANCE OF 0.32 FEET;
THENCE: S 01° 48' 43" W, ALONG SAID ROW LINE, 401.63 FEET TO A 1/2" REBAR SET AT AN ANGLE POINT;
THENCE: S 03° 41' 00" W, ALONG SAID ROW LINE, AT 15.54 FEET, PASSING A ROW MONUMENT 1.39 FEET LEFT AND CONTINUING FOR A TOTAL DISTANCE OF 1001.80 FEET TO A 1/2" REBAR SET AT AN ANGLE POINT;
THENCE: S 04° 04' E, ALONG SAID ROW LINE, 70.04 FEET TO A T-POST SET FOR THE SOUTHEAST CORNER; SAID POINT BEING IN THE SOUTH LINE OF SAID 30 ACRE TRACT; SAME BEING THE OCCUPIED SOUTH LINE OF SAID BLOCK 7;
THENCE: S 88° 37' W, ALONG SAID SOUTH LINE, AT 319.50 FEET, PASSING THE SOUTHEAST CORNER OF AFOREMENTIONED 10 ACRE TRACT AND CONTINUING FOR A TOTAL DISTANCE OF 979.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 25.169 ACRES OF LAND, MORE OR LESS.

2. **OWNER CONSENT FOR FULL-PURPOSE ANNEXATION and PROPERTY DEVELOPMENT PLAN.**

a. Owner requests, consents, covenants, and agrees to full-purpose annexation of the Property by the City; with such consent, and subject to Section 3 of this Agreement, City intends for this Agreement to provide for the delivery of specific municipal services to the Property in accordance with state law and accomplished through any means permitted by law.

b. In the event of full-purpose annexation of the Property, Owner agrees and consents to the zoning classifications for each tract set out in Exhibit "A", attached hereto and incorporated herein by reference for all purposes, according to City's Code of Ordinances; and Owner shall prepare all site plan documentation in anticipation of and consistent with this zoning classification. Owner shall defer to the City's discretion with respect to the timing for initiating full-purpose annexation proceedings.

c. Owner agrees that the Phase 1 development (Tracts 1 and 3 – Planned Development / Multi-Family – see Exhibit "A-1", attached hereto and incorporated herein by reference for all purposes) shall require infrastructure improvements to City's sanitary sewer service; and that annexation, if approved by the City Council, shall precede the installation of such improvements. City agrees to make such improvements at City expense, consistent with anticipated sanitary sewer demands for both the Property and other anticipated growth; and City shall make reasonable efforts to complete such improvements prior to the final plumbing inspection and release of all multi-family units.

d. Pending Owner decisions on the purpose and scope of the Phase 2 development (Tracts 2, 4 and 5 – Planned Development / Industrial 1, and Tract 6 – Planned Development / Commercial), Owner acknowledges and agrees that the Phase 2 development may require substantial infrastructure improvements to City's sanitary sewer service and that cost-sharing development agreements may be required for such improvements or the Phase 2 development.

e. Except as provided herein, Owner agrees to comply with — and City is authorized to enforce and shall enforce — all of City's ordinances, regulations, and planning authority for the

Attachment: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

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Property as authorized by law, this Agreement, and the SPA, in the same manner such ordinances and regulations are enforced within the City's boundaries; provided, however, that City shall not require Owner to obtain a demolition permit for demolition of existing structures upon the Property, which Owner intends to commence promptly following execution of this Agreement.

3. **MUNICIPAL SERVICES.** In accordance with applicable City ordinances, rules, regulations, and policies, Owner and City agree that the City will provide the municipal services set forth in Exhibit "B", 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; provided, however, that nothing in this Agreement should be construed as requiring the City to annex the Property for full-purpose annexation (and if such requirement exists under law, the parties agree such requirement is waived).

4. **PROPERTY DEVELOPMENT INCENTIVE.** To incentivize prompt development of the Property prior to City Council consideration of full-purpose annexation of the Property, City offers and Owner accepts (i) to suspend any Owner fees for building permits within the time period of thirty (30) months following the Effective Date of this Agreement; and (ii) to waive the fee or fees set by the City Council for any discrete annexation proceeding (e.g., limited-purpose annexation, full-purpose annexation, or both). This section neither suspends nor waives, nor should be construed as suspending or waiving, fees for subcontractor permits.

5. **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, 4, 9, 10, and 11 are not severable from this Agreement.

6. **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. The parties acknowledge that they are of equal bargaining power 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.

7. **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.

8. **GOVERNMENTAL POWERS and FUNCTIONS.** 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, provisions, and execution of this Agreement, together with the provision of Services, constitute

Attachment: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

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.

9. **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.

10. **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, and assigns. Upon annexation of the Property, Owner shall file this Agreement in the Deed Records of Bowie County, Texas. The terms of this Agreement constitute covenants running with the land comprising the Property, is binding on the Owner and the City, is binding on subsequent owners of any portion of the Property, and is enforceable by any current or future owner of any portion of the Property.

11. **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. City's cost of notice, publication, and advertising as may be required by law or City Charter for any discrete annexation proceeding of the Property, including the publication costs 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;

b. Owner shall be responsible for paying or otherwise reimbursing the City for all infrastructure or development costs on the Property; and

c. 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.

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 provided herein, this Agreement shall not be amended unless approved by the City Council and executed in writing by both parties; provided, however, during such time prior to full-purpose annexation of the Property, the City Council delegates to the City Manager the authority to agree to and execute written amendments that do not materially obligate the City to extend services beyond the scope

of this Agreement, and such written amendments upon execution shall be appended to this Agreement.

13. **GOVERNMENTAL IMMUNITY.** This Agreement is expressly made subject to City's governmental immunity as provided by the Texas Constitution, Texas law, and applicable federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of the City's immunities from suit or from liability.

14. **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.

15. **JOINT DRAFTING.** The drafting of this Agreement shall not be attributed to either Party; the parties prepared this Agreement jointly, following arm's length and careful negotiation, with each party represented by legal counsel; and each party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of its provisions.

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 execution by both City and Owner.

City of Texarkana, Texas

By: _____ Date: April 11th, 2023
David W. Orr, PhD
City Manager

Owner, Resortments, LLC:

By: Tracy Spellmeyer Date: April 10th, 2023
Tracy Spellmeyer
Chief Operations Officer

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Exhibit A

Know what's below
Call before you dig

ORGANIZATION FACILITIES & RESPONSE	
ELECTRIC	-MARKED
ELECTRIC	-NO RESPONSE
PHONE, FIBER, CABLE	-NO RESPONSE
GAS, PETROLEUM PRODUCTS	-CLEAR
WATER	-NO RESPONSE
PHONE, FIBER	-NO RESPONSE
PHONE, FIBER	-MAP SENT
PHONE, FIBER, CABLE	-LOCATED
GAS	-LOCATED

BASIS OF BEARING
TEXAS STATE PLANE, NORTH CENTRAL ZONE, NAD
CONVERGENCE ANGLE = 2°23'36.14482"
DISTANCES SHOWN ON PLAT ARE GROUND
COMBINED SCALE FACTOR (GROUND TO GRID) =
LATITUDE: 33°24'27.76398"
LONGITUDE: -94°06'41.99348"

0' 400' 800'

1 INCH = 400 FEET

Legend of Symbols & Abbreviations

- BOUNDARY LINE
- FOUND MONUMENT AS NOTED
- (M) FIELD MEASUREMENT
- (R) RECORDED MEASUREMENT (SCHEDULE A DESCRIPTION)

PHASE 1 – Planned Development Multiple Family

PHASE 2 – Planned Development Commercial

PHASE 2 – Planned Development Industrial-1

Tract 1
(West 1/2 of 15-Acre Description)
Total Area
332769.60 Sq. Feet ±
7.64 Acres ±

Tract 2
Total Area
334002.06 Sq. Feet ±
76.72 Acres ±

Tract 3
Total Area
663321.19 Sq. Feet ±
15.23 Acres ±

Tract 4
Total Area
669998.08 Sq. Feet ±
15.16 Acres ±

Tract 5
Total Area
1097355.68 Sq. Feet ±
25.19 Acres ±

Tract 6
Total Area
479458.76 Sq. Feet ±
11.01 Acres ±

BOUNDARY EXHIBIT

Surveyor's Certification

TO RESORTMENTS TEXARKANA, LLC:

THIS IS TO CERTIFY THAT THIS MAP OR P BASED WERE MADE IN ACCORDANCE WI REQUIREMENTS FOR ALTA/NSPS LAND T AND ADOPTED BY ALTA AND NSPS, AND TABLE A THEREOF. THE FIELD WORK WA

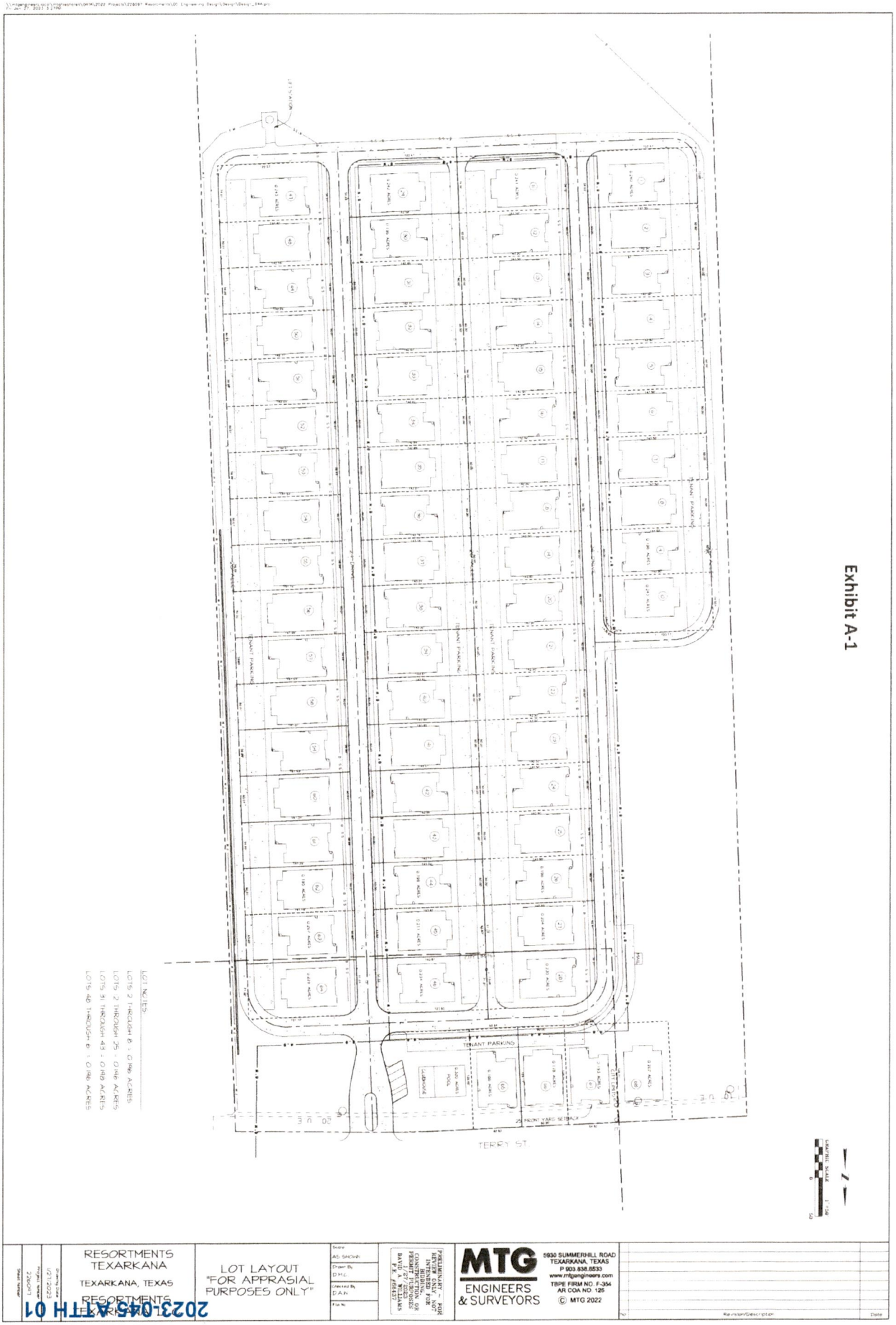
DATE OF PLAT OR MAP: 10/28/2022

BRADLEY G. WELLS
RPLS NO. 5499
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 1010427

DATE

2023-045 ATTH 01

Attachment: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex



2023-062 ATTH 01

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Exhibit B to Municipal Services Agreement

The term "annexation" as used in this exhibit refers only to full-purpose annexation of the Property.

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. 7, located at 3101 S. Lake Dr. 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.

J. **Water and Sewer Service**

Subject to Section II.C, below, Owner acknowledges and agrees that its proposed development shall be required to connect to the City's water and sewer system at Owner's expense.

II. Services to be Provided to the Property Upon Specific Conditions or Events Following Annexation.

A. **Drainage and Stormwater Management**

Owner must provide stormwater drainage at its 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. Solid Waste Services

Beginning with occupancy of residential structures, if any, Solid Waste Collection shall be provided to the Property in accordance with City ordinance and policies.

C. Sanitary Sewer Services to Tracts / Development Phases

Notwithstanding any other provision of this exhibit, the delivery of sanitary sewer service to the development phases of the Property shall be governed by Section 2 of the Municipal Services Agreement.

III. 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: 2023-062 ATTH 01 serv agmt (annex) Resortments signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

RESOLUTION NO. 2022-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A STRATEGIC PARTNERSHIP AGREEMENT BY AND BETWEEN THE CITY OF TEXARKANA, TEXAS, AND MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Local Government Code Section 43.0751 ("the Act") authorizes the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government ("City"), and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("District"), to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, City and District desire to enter into the "Strategic Partnership Agreement" attached to this resolution and incorporated herein by reference for all purposes; and

WHEREAS, District encompasses a coverage area for water and sewer service to the west and southwest of City, and portions of District are located within City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, the "Strategic Partnership Agreement" sets out the terms acceptable to District and City for limited-purpose annexation of any commercial property within delineated areas or boundaries wholly within the District and City's ETJ ("Limited Purpose Property"), and full-purpose annexation at the option of the City of certain commercial property in and within such boundaries; and

WHEREAS, subject to the terms and conditions of the Strategic Partnership Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex any portion of Limited Purpose Property for the limited purposes set forth in the agreement; and

WHEREAS, in accordance with the Act, City and District provided notice of and conducted two joint public hearings — the first joint meeting held within the City on August 8, 2022, and the second joint meeting held within the District on September 13, 2022 — for the purpose of providing the public with an opportunity to speak or present testimony or evidence regarding this Agreement and the proposed limited-purpose annexation, together with providing separate locations within City and District where copies of the proposed Agreement may be obtained prior to each hearing; and

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

WHEREAS, in accordance with the requirements of Subsection (p) of the Act, the Strategic Partnership Agreement (1) does not require District to provide revenue to City solely for the purpose of an agreement with City to forgo annexation of any District Property, and (2) provides benefits to City and District, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided by the other party; and

WHEREAS, District's Board of Directors adopted and approved this Agreement on September 26, 2022. in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code; and

WHEREAS, all notices, hearings, and other requirements imposed by law for the City's adoption of this Agreement have been met.

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

SECTION 1: The City Council approves the "Strategic Partnership Agreement" attached to this Resolution **(EXH 1)** and authorizes the City Manager to execute the Agreement on behalf of the City and to take any other action necessary to effectuate the Agreement and its intent.

SECTION 2: The Recitals set out in this Resolution are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

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

PASSED AND APPROVED in Regular Council Session on this the **24th day of October, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Strategic Partnership Agreement

* * * * *

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and City of Texarkana, Texas

This Strategic Partnership Agreement ("Agreement"), authorized by Section 43.0751 of the Texas Local Government Code, is entered into by and between the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government ("City"), and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("District").

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the "Act") authorizes City and District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, City and District desire to enter into this Agreement, which they negotiated by mutual consent; and

WHEREAS, District encompasses a coverage area for water and sewer service to the west and southwest of City as set out in **Exhibit "A"**, and portions of District are located within City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited- purpose annexation of any commercial property within the delineated boundaries of **Exhibit "B"** which is wholly within the District and City's ETJ ("Limited Purpose Property"), and full-purpose annexation at the option of the City of certain commercial property in and within such boundaries as set forth herein, with a corresponding Statement of Work to implement such full-purpose annexation detailed in **Exhibit "C"**; and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited- purpose annexation of any commercial property within the delineated boundaries of **Exhibit "D"** which is wholly within the District and City's ETJ ("Limited Purpose Property"), and full-purpose annexation at the option of the City of property in and within such boundaries as set forth herein; and

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WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex any portion of Limited Purpose Property for the limited purposes set forth herein; and

WHEREAS, in accordance with the Act, City and District provided notice of and conducted two joint public hearings — the first joint meeting held within the City on August 8, 2022, and the second joint meeting held within the District on September 13, 2022 — for the purpose of providing the public with an opportunity to speak or present testimony or evidence regarding this Agreement and the proposed limited-purpose annexation, together with providing separate locations within City and District where copies of the proposed Agreement may be obtained prior to each hearing; and

WHEREAS, District's Board of Directors adopted and approved this Agreement on September 26, 2022, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code; and

WHEREAS, following District's adoption and approval of this Agreement, City, by its City Council, adopted and approved this Agreement on October 24, 2022, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code; and

WHEREAS, all notices, hearings, and other requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p) of the Act, this Agreement (1) does not require District to provide revenue to City solely for the purpose of an agreement with City to forgo annexation of any District Property, and (2) provides benefits to City and District, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided by the other party.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and District agree as follows:

Article I. Recitals

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof as findings by both District and City for all purposes.

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Article II. Adoption and Term of Agreement

2.1 Public Hearings. District and City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City conducted two joint public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, and Chapter 551 of the Government Code.

2.2 Effective Date and Filing. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date that the City adopts and approves this Agreement ("Effective Date"). City shall file this Agreement in the Real Property Records of Bowie County, Texas; provided, however, that the filing date of this Agreement shall not be construed as the Effective Date of this Agreement.

2.3 Term. This Agreement commences on the Effective Date and shall continue until the City annexes the entirety of Limited Purpose Property for full purposes or disannexes the entirety of Limited Purpose Property; and except as otherwise provided herein, this Agreement shall not apply to any portion of the Limited Purpose Property that has been fully annexed by City.

Article III. Scope of Agreement

3.1 District Continuity; Powers and Functions Retained by District. District shall continue in existence during the term of this Agreement and is authorized to exercise all of its powers and functions provided by existing law or any amendments or additions thereto as it pertains to the Limited Purpose Property. District's assets, liabilities, indebtedness, and obligations will remain the responsibility of District. [*See* Act, subsection (f)(1).] This Agreement does not convert District into a "Limited District" as defined by law. [*See* Act, subsections (a)(3), (f)(6).]

3.2 District Consent: Limited-Purpose Annexation. District, on behalf of itself and all present and future landowners within the District, hereby requests that City annex any commercial property within the Limited Purpose Property (**Exhibit "B"** and **Exhibit "D"** of this Agreement) for the express limited purposes as set forth in this Agreement; District consents to such limited-purpose annexation; District further consents to noncontiguous annexation of such commercial property [*see* Act, subsection (r)]; and such consent shall bind District and all current and future landowners within the District. City

may commence limited-purpose annexation of any commercial property within the Limited Purpose Property following the Effective Date. District acknowledges that City may adopt and approve one or more limited-purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code at various times throughout the Term of this Agreement; and District acknowledges and agrees that no additional notices, hearings, or other procedures are required by law in order for City to adopt and approve such limited-purpose annexations. District and City agree that limited-purpose annexation of any commercial property in and within the Limited Purpose Property pursuant to this Agreement shall not obligate the City to provide any municipal services to such property. Should City choose to annex any commercial property within the Limited Purpose Property for a limited-purpose annexation and thereby exercise any authority set out in this Agreement over such property, then from and after the date of such limited-purpose annexation, (i) such limited-purpose annexation and exercise of authority shall not be interpreted to bind City to the assumption or repayment of District debt, (ii) neither District nor any landowners of taxable property within the District are liable for any present or future City debts, (iii) current and future ad valorem taxes levied by City will not be levied on taxable property within the District; and (iv) City may enact any ordinance not otherwise proscribed by law or this Agreement for zoning, health, safety, and use of such limited-purpose annexed property, including any ordinance authorized by Chapter 251 of the Texas Alcoholic Beverage Code.

3.3 Voting Rights: Limited-Purpose Annexation. District and City anticipate that the Limited Purpose Property will consist of commercial property. If, however, the Limited Purpose Property includes residential dwellings as part of a mixed-use development, then the qualified voters of an area annexed for limited purposes are entitled to vote in City municipal elections regarding the election or recall of members of the City Council and the amendment of the City's municipal charter. However, such voters may not vote in any municipal bond election; and a resident of an area annexed for limited purposes is not eligible to be a candidate for or to be elected to a City municipal office. [*See* Act, subsection (q), and Tex. Loc. Gov't Code §§ 43.130 (a) and (b).]

3.4 District Consent: Full-Purpose Annexation of U.S. Hwy. 59 Corridor to Kings Highway. District consents to full-purpose annexation of commercial property in and within the Limited Purpose Property generally along the U.S. Hwy. 59 corridor bordered to the west by Kings Highway and to the east by the City's territorial city limits ("Corridor") pursuant to the terms set forth in this section. [*See* Act, subsections (f)(4), (f)(5), and (h).] Specifically, the Corridor shall encompass (1) the commercial property only on the north side of the Corridor and abutting U.S. Hwy. 59, (2) the portion of the U.S. Hwy. 59 footprint within the Corridor, and (3) the right-of-way only on the south side

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of the Corridor. District further consents to noncontiguous annexation of such commercial property. [*See* Act, subsection (r).] District acknowledges that City may adopt and approve a full-purpose annexation ordinance for the Corridor at a meeting conducted in accordance with Chapter 551 of the Government Code; the date of City's approval and adoption of such ordinance shall be deemed the full-purpose annexation date of the Corridor; and District acknowledges and agrees that no additional notice, hearing, or other procedures are required by law in order for City to adopt and approve such full-purpose annexation. City may utilize, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of the Corridor. Nothing in this Agreement shall be construed to require the City to submit to its City Council for approval or the City Council to approve full-purpose annexation of any or all of the Corridor. In the event of full-purpose annexation of any or all of the Corridor, City and District shall work cooperatively to obtain updated Certificates of Convenience and Necessity from the Texas Commission on Environmental Quality consistent with full-purpose annexation of the Corridor. **Exhibit "C"** to this Agreement sets out the Statement of Work for implementing full-purpose annexation of the Corridor. The parties shall execute respective bills of sale for any and all assets conveyed for implementation of full-purpose annexation of the Corridor. Upon full-purpose annexation of the Corridor:

(a) In exchange for City acquisition of water customers and respective water revenues from full-purpose annexation of the Corridor, City shall transfer the account of the Liberty-Eylau Middle School and associated respective water revenues to District together with relocating master meters at the respective locations at City's cost;

(b) City will be required to install sewer flow meters at two lift stations which currently have non-operational flow meters, and District will be required to install flow meters at other lift stations in its system; and

(c) District will transfer to City ownership the existing three-inch force main within the right-of-way on the south side of the Corridor that City currently maintains for District.

3.5 District Consent: Full-Purpose Annexation of Certain Terry St. / S. Bishop Rd. Acreage. District consents to full-purpose annexation of commercial property in and within the Limited Purpose Property as detailed in **Exhibit "D"**, generally bordered to the north in part by Terry St. and to the east by S. Bishop Rd. ("Terry/Bishop Tracts") pursuant to the terms set forth in this section. [*See* Act, subsections (f)(4), (f)(5), and (h).] District further consents to noncontiguous annexation of such property. [*See* Act, subsection (r).] District represents that it cannot provide either water or sewer service to the Terry/Bishop Tracts. District acknowledges that City may adopt and approve a full-purpose annexation ordinance for one or more of the Terry/Bishop Tracts at a meeting or meetings conducted in accordance with Chapter 551 of the Government Code; the date of City's approval and

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adoption of such respective ordinance for one or more of such tracts shall be deemed the full-purpose annexation date of the respective Terry/Bishop Tracts; and District acknowledges and agrees that no additional notice, hearing, or other procedures are required by law in order for City to adopt and approve such full-purpose annexation. City may utilize, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of the Terry/Bishop Tracts. Nothing in this Agreement shall be construed to require the City to submit to its City Council for approval or the City Council to approve full-purpose annexation of any or all of the Terry/Bishop Tracts. In the event of full-purpose annexation of any or all of the Terry/Bishop Tracts, City and District shall work cooperatively to obtain updated Certificates of Convenience and Necessity from the Texas Commission on Environmental Quality consistent with such full-purpose annexation.

3.6 Other Full-Purpose Annexation. Except as provided in Sections 3.4 and 3.5 of this Agreement, City and District must supplement this Agreement in the event of full-purpose annexation of other commercial property in and within the Limited Purpose Property pursuant to the terms set forth in this section. [*See* Act, subsections (f)(4), (f)(5), and (h).] District consents to noncontiguous annexation of such commercial property. [*See* Act, subsection (r).] City may, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property; and supplementation of this Agreement shall not be a requirement for City to utilize such other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property.

3.7 Request for Annexation. In the event a person requests City annexation of property wholly within the District and City's ETJ but not designated as Limited Purpose Property in this Agreement, and District's General Manager confirms to the City Manager that the District cannot provide water or sewer service to such property, then representatives of City and District shall meet and confer to evaluate and respond to the request as may be deemed to be in the best interests of the District and the City.

Article IV. Breach, Notice, and Remedies

4.1 Notification of Breach. If either party commits a breach of this Agreement, the non-breaching party shall give Notice to the breaching party that described the breach in reasonable detail.

4.2 Cure of Breach. The breaching party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete

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the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching party within such fourteen (14) day period, the non-breaching party shall not bring any action so long as the breaching party has commenced to cure the breach within such fourteen (14) day period and diligently completes the cure within a reasonable time without unreasonable cessation.

4.3 Remedies for Breach. If the breaching party does not substantially cure such breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching party shall not be entitled to terminate this Agreement. Damages, if any, to which any non-breaching party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

Article V. Additional Provisions

5.1 Notices. All notices under this Agreement ("Notice") shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall become effective as follows: (a) on the third (3rd) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To City:

City of Texarkana, Texas
Attn: City Manager
220 Texas Boulevard
Texarkana, TX 75501

With copy to:
Atchley, Russell, Waldrop & Hlavinka, L.L.P.
Attn: Jeffery C. Lewis
1730 Galleria Oaks Dr.
Texarkana, TX 75503

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To District:

Macedonia-Eylau Municipal Utility
District No. 1 of Bowie County
Attn: General Manager
701 S Kings Hwy
Texarkana, TX 75501

With copy to:
Miller, James, Miller & Hornsby, L.L.P.
Attn: Troy Hornsby
1725 Galleria Oaks Drive
Texarkana, Texas 75503

5.2 No Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bowie County, Texas, and hereby submit to the jurisdiction of the courts of Bowie County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

5.4 Authority to Execute. City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been authorized to do so. District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of District has been authorized to do so.

5.5 Entire Agreement; Severability. City and District have other agreements in effect pertaining to water and wastewater, and this Agreement shall not be construed as amending those agreements in any manner. With respect to matters authorized by law under the Act, this Agreement constitutes the entire agreement between City and District and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of City and District; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of City and District.

5.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

5.7 Assignability; Successors and Assigns. This Agreement shall not be assignable by any party without the other party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

5.8 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District.

5.9 Interpretation. City and District acknowledge that each party and its legal counsel have reviewed and drafted this Agreement such that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

5.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of City and District. Neither City nor District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than City and District.

5.11 Governmental Powers. By execution of this Agreement, neither City nor District waives or surrenders any of its respective governmental functions, powers, immunities, or rights. Nothing in this Agreement shall waive any claims, defenses or immunities that City or District has with respect to suits against City or District by persons or entities not a party to this Agreement.

5.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit "A" Coverage Map of District

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Exhibit "B" Map of Limited Purpose Property
Exhibit "C" Statement of Work to Implement Full-Purpose Annexation of Corridor-
Exhibit "D" Map of Limited Purpose Property ("Terry/Bishop Tracts")

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County

By: Debra Elijah Date: 10-19-2022, 2022

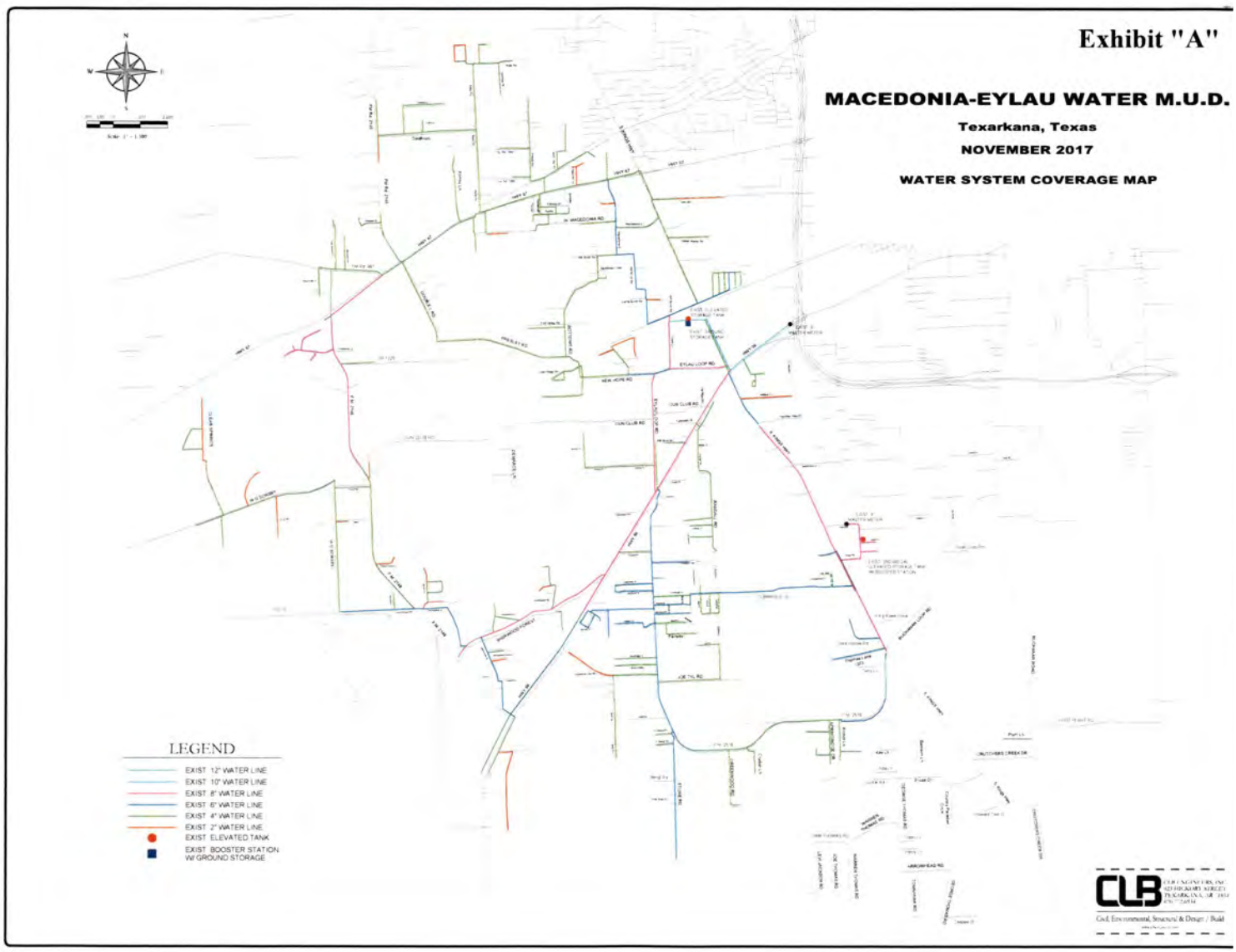
Debra Elijah
Board President

City of Texarkana, Texas

By: D Date: 10-24-, 2022

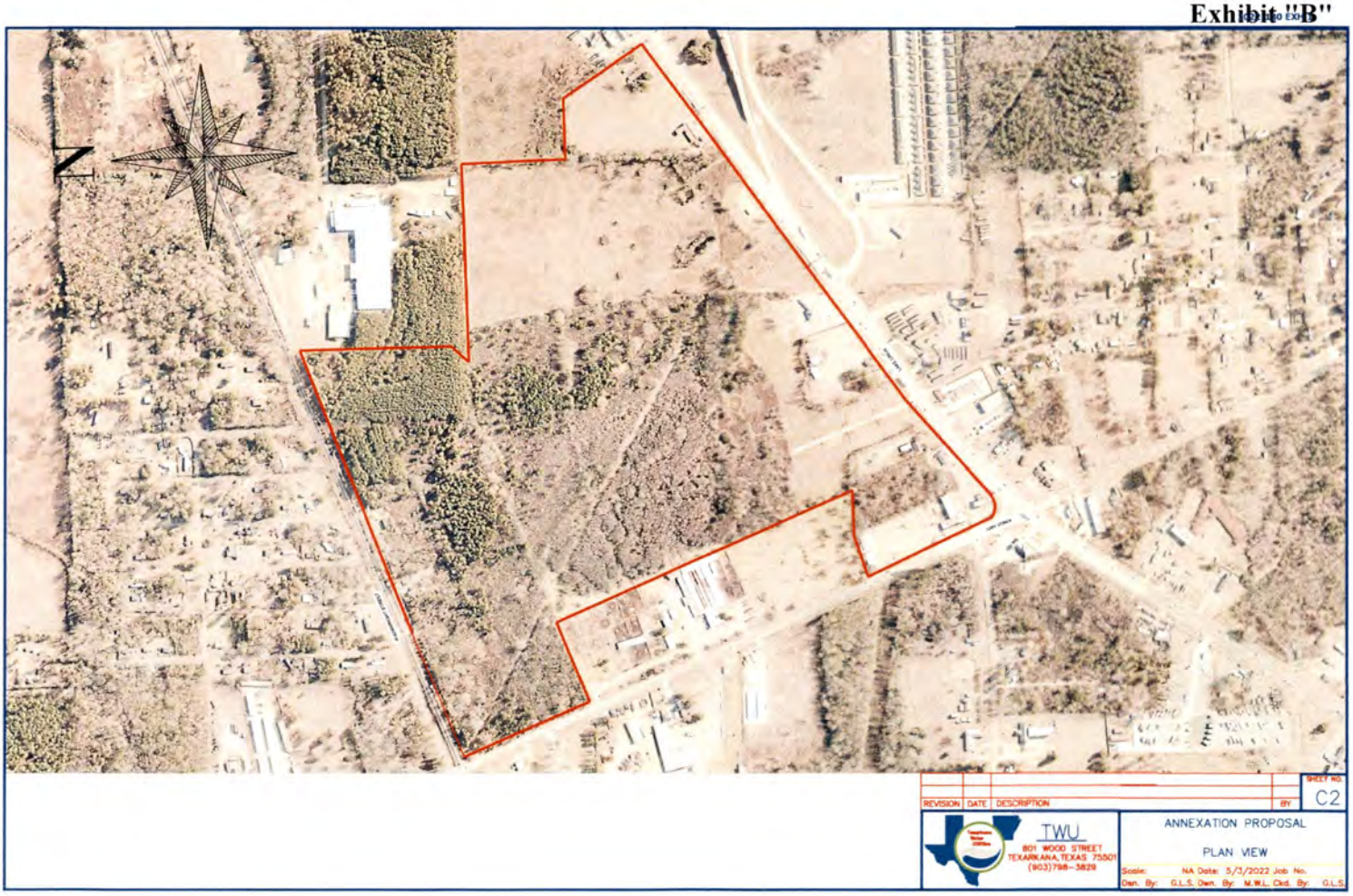
David W. Orr, Ph.D.
City Manager

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])



Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Exhibit "B"



Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

EXHIBIT "C"

Statement of Work to Implement Full-Purpose Annexation of Corridor

City and District set out their Statement of Work ("SOW") to implement Section 3.4 of the Agreement and full-purpose annexation of the Corridor as described in the Agreement.

Cost estimates and detail maps for certain aspects of this SOW are attached to this exhibit; estimates are preliminary and may not reflect actual costs.

City delegates to its City Manager, and District delegates to its General Manager, the authority to agree to written change orders or modifications to this SOW consistent with the intent of the parties as set out in the Agreement, including revisions of cost estimates to reflect actual costs; and such change orders or modifications, upon execution, shall be appended to this exhibit.

Except as otherwise stated herein, this Statement of Work is conditioned upon the City, through its City Council, approving full-purpose annexation of any or all of the Corridor.

I. Wastewater/Sewer

A. A commercial business has made inquiry to both District and City for a proposed commercial development within the Corridor on the northeast corner of Kings Highway and US Hwy 59 ("the Prospect"). District intends to convey to City the lift station on US Hwy 59 and the associated eight-inch (8") force main, located on the North side of US Hwy 59 and just to the east of the proposed commercial development (the proposed development would gravity flow into this lift station). City intends to install a flow meter on this lift station: when the City reads the meter, the usage of the Prospect (based on the water meter readings of the Prospect) will be deducted, and the difference would calculate the District's flow going into this lift station; District will be responsible for the cost of its flow. Prior to full-purpose annexation of the Corridor, City and District will work to secure the following information: customer usage and flow into the lift station, including dry weather flow and wet weather flow; the demands on the lift station with regard to the Prospect and existing customers within the Corridor to the east of the proposed development; whether the proposed commercial development or other factors relating to the Prospect's anticipated use may require a new lift station for existing and proposed customers; if a new lift station is required, the fair market value of the cost of the lift station attributable to the Prospect or other factors, and the equitable allocation of costs as between City and District.

B. City intends to install a flow meter on the lift station located in the southwest quadrant of the intersection of US Hwy 67 and Kings Highway.

C. City and District intend to re-route the Golden Rule force main to connect to the District's manhole (which flows into the lift station described in subsection A, above) located on the south side of US Hwy 59. Prior to full-purpose annexation of the Corridor, City and District

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

will work collaboratively on the installation of a meter on the lift station that serves the duplex subdivision located on the south side of US Hwy 59 just west of Loop 151, operation and ownership of the lift station after full-purpose annexation, and the equitable allocation of costs as between City and District.

II. Treated Water

A. City intends to relocate District's existing six-inch (6") master meter (located at the northwest quadrant of the intersection of US Hwy 59 and Loop 151) to the northeast quadrant of the intersection of US Hwy 59 and Kings Highway.

B. City intends to run a new six-inch (6") water main, beginning just west of the new master meter location, on the north side of Hwy 59, connecting to the existing four-inch (4") water main at Golden Rule (and City will decommission Golden Rule's existing connection to the existing twelve-inch (12") water main located on the north side of US Hwy 59), which will put the Golden Rule area on the downstream side of the new master meter location; and City intends to add an additional water line of approximately 750 feet to connect the 12" water line that serves the duplex subdivisions.

C. City intends to relocate District's existing four-inch (4") master meter (located at the intersection of Leopard Drive and Stipp Lane) to just north of Liberty Eylau's Middle School's northern-most water meter located on Leopard Drive. This will facilitate the transfer of the school's customer account as set out in the Agreement.

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

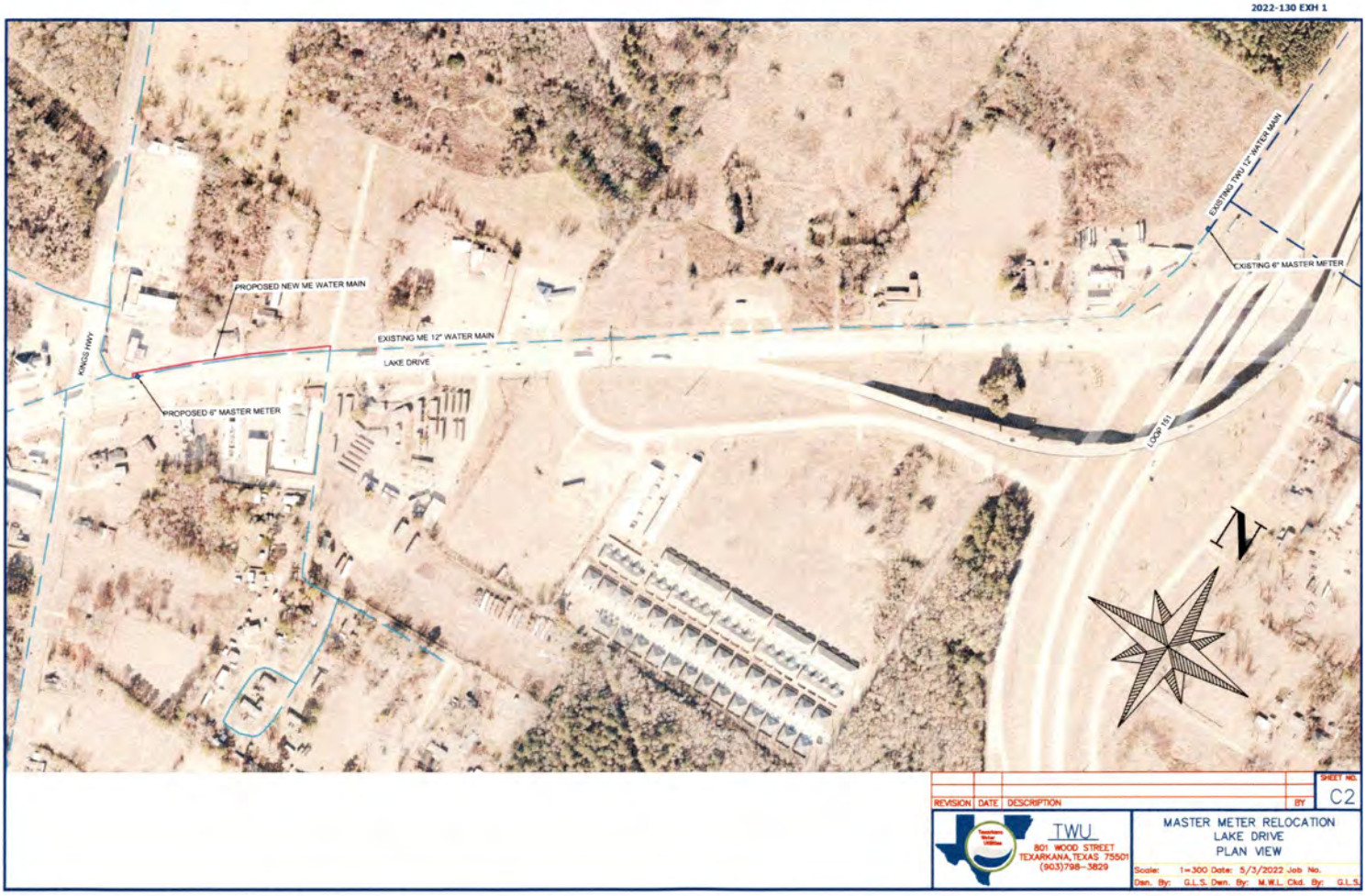
INSTALLATION OF SEWER METERS					
PRELIMINARY COST ESTIMATE - MAY 15, 2022 REVISED JUNE 23, 2022					
Item No.	Description	Unit	Bid Quantity	Unit Price	Total Bid
1	Mobilization, Bonds, & Submittals	EA	1	$5,000.00	$5,000.00
2	Mag Meter	EA	3	$3,506.00	$10,518.00
3	Signal Converter	EA	3	$1,642.00	$4,926.00
4	Vault	EA	3	$8,500.00	$25,500.00
5	Installation of Vault, Meter, & Controls	EA	3	$5,000.00	$15,000.00
6	Remote Monitoring System	EA	3	$15,000.00	$45,000.00
7	8" Sewer Pipe	LF	120	$50.00	$6,000.00
8	Electrical Power to Site	EA	3	$7,000.00	$21,000.00
9	Equipment Electrical Connections	EA	3	$1,500.00	$4,500.00
10	Fencing	LF	75	$30.00	$2,250.00
11	Gate	EA	3	$250.00	$750.00
12	Miscellaneous	LS	1	$7,500.00	$7,500.00
13	3" Force Main & Connection	LF	200	$20.00	$4,000.00
17	Cut, Plug, & Abandon 3" Force Main	EA	1	$1,000.00	$1,000.00
20	Trench Protection	LS	1	$3,000.00	$3,000.00
21	Cellulose Fiber Mulch Seeding	LS	1	$2,000.00	$2,000.00
22	Golden Rule 3" FM by Open Cut	LF	210	$20.00	$4,200.00
23	Golden Rule 3" FM by Bore	LF	20	$50.00	$1,000.00
24	3" Force Main Connection to Exist. MH	EA	1	$1,500.00	$1,500.00
25	Remove & Replace Concrete	SY	70	$400.00	$28,000.00
	SUB-TOTAL				**$192,644.00**
	15% CONTINGENCIES				$28,896.60
	SUB-TOTAL				**$221,540.60**
	ENGINEERING				$22,154.06
	TOTAL				**$243,694.66**

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

RELOCATE 6" & 4" MASTER METERS					
PRELIMINARY COST ESTIMATE - MAY 2, 2022 REVISED JUNE 23, 2022					
Item No.	Description	Unit	Bid Quantity	Unit Price	Total Bid
1	Mobilization, Bonds, & Submittals	LS	1	$5,000.00	$5,000.00
2	6" Master Meter & Vault	LS	1	$65,000.00	$65,000.00
3	12" x 6" Tapping Sleeve & Valve	EA	2	$5,000.00	$10,000.00
4	12" Stop Valve	EA	2	$10,000.00	$20,000.00
5	Cut, Plug, & Abandon 12"	EA	2	$2,500.00	$5,000.00
6	Miscellaneous Piping	LS	1	$5,000.00	$5,000.00
7	Remove Exist. 6" Meter & Install Pipe	LS	1	$2,500.00	$2,500.00
8	Remove & Replace Existing Pavement	SY	45	$400.00	$18,000.00
9	6" PVC C-900 Water Pipe by Open Cut	LF	1000	$45.00	$45,000.00
10	6" Certa-Lok C-900 Water Pipe by Bore	LF	460	$120.00	$55,200.00
11	6" x 6" Tapping Sleeve & Valve	EA	1	$4,000.00	$4,000.00
12	Cut, Plug, & Abandon 6"	EA	1	$2,500.00	$2,500.00
13	12" x 6" Tapping Sleeve & Valve	EA	1	$5,000.00	$5,000.00
14	6" x 4" Tapping Sleeve & Valve	EA	1	$3,000.00	$3,000.00
15	Cut, Plug, & Abandon 4"	EA	2	$2,000.00	$4,000.00
16	4" Master Meter & Vault	LS	1	$45,000.00	$45,000.00
17	10" x 4" Tapping Sleeve & Valve	EA	2	$3,500.00	$7,000.00
18	10" Stop Valve	EA	2	$10,000.00	$20,000.00
19	Cut, Plug, & Abandon 10"	EA	2	$2,500.00	$5,000.00
20	Miscellaneous Piping	LS	1	$4,000.00	$4,000.00
21	Remove Exist. 4" Meter & Install Pipe	LS	1	$2,500.00	$2,500.00
22	Trench Protection	LS	1	$3,500.00	$3,500.00
23	Cellulose Fiber Mulch Seeding	LS	1	$4,000.00	$4,000.00
24	Silt Fence	LF	490	$6.50	$3,185.00
	SUB-TOTAL				**$343,385.00**
	15% CONTINGENCIES				$51,507.75
	SUB-TOTAL				**$394,892.75**
	ENGINEERING				$39,489.28
	TOTAL				**$434,382.03**

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

2022-130 EXH 1



REVISION	DATE	DESCRIPTION	BY

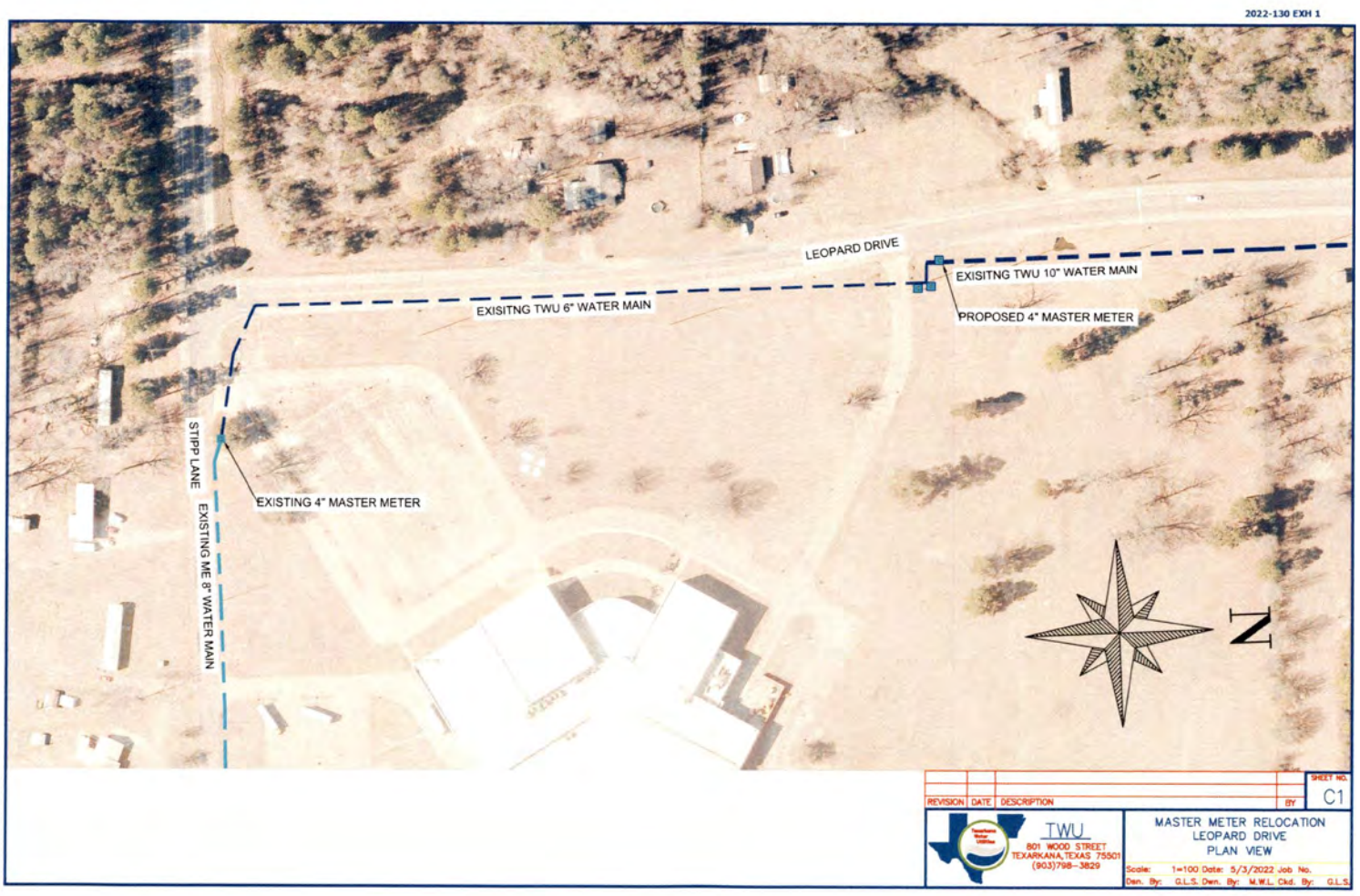
SHEET NO. C2

TWU
801 WOOD STREET
TEXARKANA, TEXAS 75501
(903)798-3829

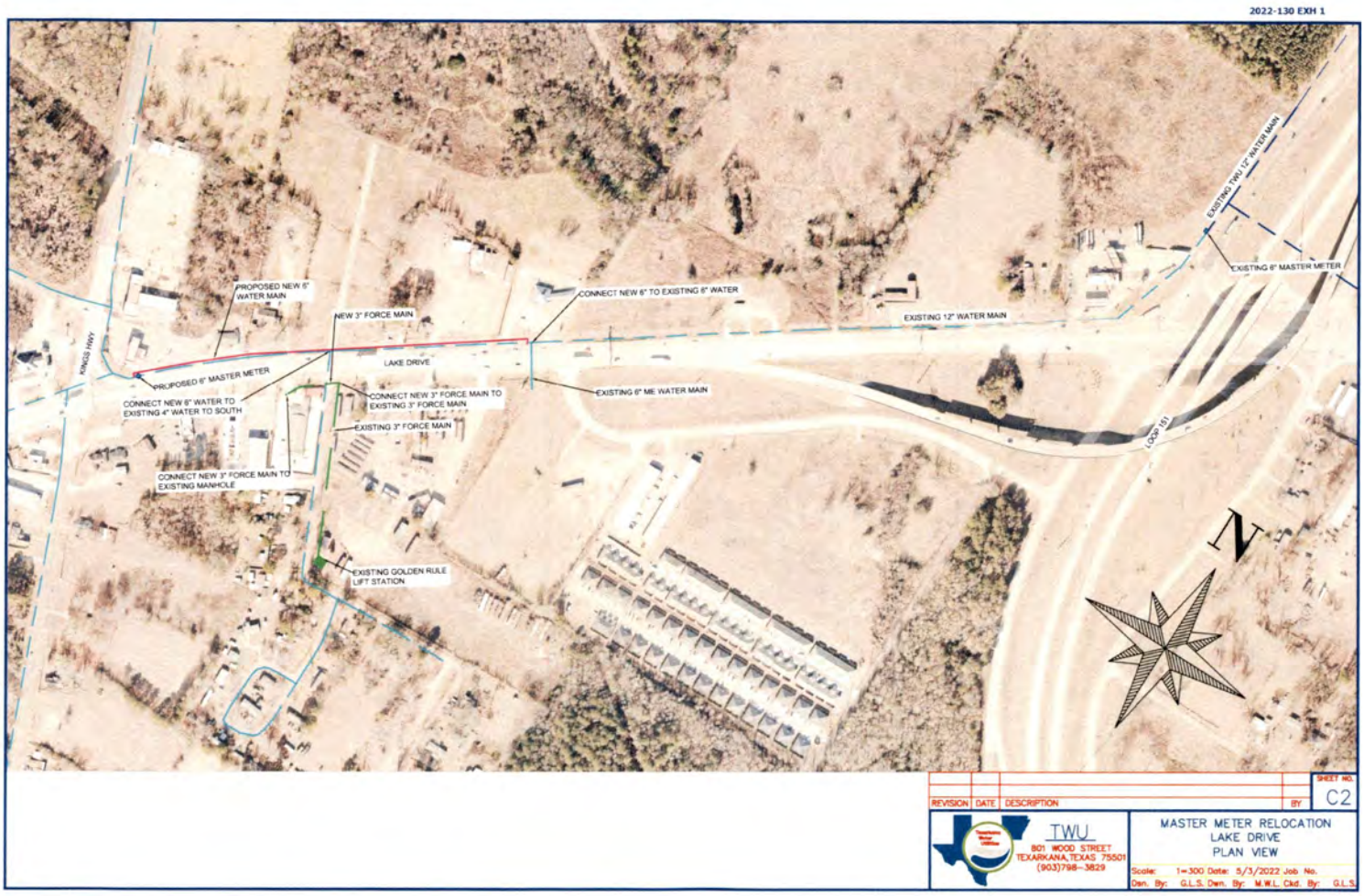
MASTER METER RELOCATION
LAKE DRIVE
PLAN VIEW

Scale: 1=300 Date: 5/3/2022 Job No.
Dsn. By: G.L.S. Dwn. By: M.W.L. Ckd. By: G.L.S.

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])



Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])



Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

Exhibit "D"

Attachment: 2023-062 ATTH 02 M-E MUD SPA signed (3988 : 2023-062 ORD annex Resortments [Terry -

2023-062 ATTH 03



Attachment: 2023-062 ATTH 03 G Quad Rendering (3988 : 2023-062 ORD annex Resortments [Terry -

2023-062 ATTH 04



Attachment: 2023-062 ATTH 04 H Quad Rendering (3988 : 2023-062 ORD annex Resortments [Terry -

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: 2023-062 Goals & Perspectives (3988 : 2023-062 ORD annex Resortments [Terry - Bishop tracts])

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/21/2023 2:44 PM

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

Subject: Resolution No. 2023-063 authorizing the City Manager to apply for the Texas Department of Housing and Community TDHCA HOME Homeowner Reconstruction Assistance (HRA) Reservation System.

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

The Texas Department of Housing and Community ("TDHCA") announces an initial notice of funding opportunity NOFA for HOME funds for HRA under the general set-aside.
Homeowner Reconstruction assistance program HRA provides funds for the rehabilitation, reconstruction, or new construction of a single family residence owned and occupied by an eligible low-income Household.
Funding under this NOFA may be made available through the Reservation System to HOME Administrators with active Reservation System Participation ("RSP") Agreements.
Administrative funds will be based on project costs, exclusive of soft costs and match in an amount equivalent to 4% of project hard costs. City will be responsible for providing 15% match funds (half may be in-kind match). Match can include tree clearing, demolition, site work, sidewalks, sewer, waived fees but cannot include staff time.

Potential Options:

- Approve
- Deny

Fiscal Implications:

There are no fiscal implications on the general fund, as the cash match will be covered by program income from funds.

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

None

Advisory Board/Committee Meeting Date and Minutes:

None

Attachments

a. 2023-063 RES Authorizing the application for the TDHCA HOME HRA Reservation system (DOCX)
b. 2023-063 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Jennifer Evans	Department Head Review	Skipped	04/20/2023 12:17 PM
City Manager	David Orr	City Manager Review	Completed	04/21/2023 2:40 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

Attachment: 2023-063 RES Authorizing the application for the TDHCA HOME HRA Reservation system (3989 : 2023-063 RES App for TDHCA

RESOLUTION NO. 2023-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE SUBMISSION OF A HOME APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS "TDHCA"; AND AUTHORIZING THE CITY MANAGER AS THE AUTHORIZED SIGNATORY FOR THE HOME PROGRAM RESERVATION SYSTEM AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Texarkana, Texas desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the City of Texarkana, Texas to request to become a reservation system participant in the HOME Program.

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

SECTION 1: That a HOME Program application is hereby authorized to be filed, on behalf of the City, with the Texas Department of Housing and Community Affairs for the Homeowner Reconstruction Assistance Program Reservation System.

SECTION 2: The City Council directs and designates the City Manager, as the Authorized Representative, to act on all matters in connection with the City's participation in the HOME Program.

SECTION 4: The City of Texarkana, Texas, is providing $40,000 in cash reserves to facilitate administration of the program and to ensure the capacity to cover costs prior to reimbursement.

SECTION 5: The City of Texarkana, Texas, is committing 15% of direct project costs in matching funds consisting of in-kind contributions, waived permit and tap fees, and cash match.

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2023**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

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: 2023-063 Goals & Perspectives (3989 : 2023-063 RES App for TDHCA HOME HRA Reservation system)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/21/2023 1:29 PM

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

Subject: Resolution No. 2023-050 authorizing the City Manager to execute a contract with KBB Consulting, LLC of Texarkana, Texas, for the City's HOME Homeowners Reconstruction Assistance (HRA) Program.

Briefing: 5/8/2023 **Public Hearing:** 5/8/2023 **Council Vote:** 5/8/2023

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

The City put out a request for qualification for Professional Consulting and Management Services for the Home HRA program, which is through the Texas Department of Housing and Community Affairs TDHCA. KBB Consulting, LLC were selected after the competitive bid process.

KBB Consulting, LLC are specialists in administering the Texas Department of Housing and Community Affairs' HOME Homeowner Reconstruction Assistance Program. Over the past 20 years, KBB Consulting, LLC has worked with cities and counties across Northeast Texas to provide affordable homes to low-income Texans. KBB Consulting is located in Texarkana, TX and is classified as a small business and as a woman-owned business.

Potential Options:

- Approve
- Deny

Fiscal Implications:

There are no fiscal implications on the general fund, as the HOME HRA program includes project administrative cost.

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

None

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

None

Attachments

a. 2023-050 RES Authorizing a Contract with KBB Consulting LLC. (DOC)
b. 2023-050 EXH 'A' KBB and HOME HRA program (PPTX)
c. 2023-050 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Skipped	Jennifer Evans 04/20/2023 4:28 PM	Department Head Review	
City Manager	David Orr	City Manager Review	Completed	04/21/2023 12:08 PM
City Council	Jennifer Evans	Meeting	Completed	04/24/2023 6:00 PM

Meeting History

04/24/23	City Council	MOVED FORWARD	Next: 05/08/23

RESOLUTION NO. 2023-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH KBB CONSULTING, LLC OF TEXARKANA, TEXAS, FOR CONSULTING AND MANAGEMENT SERVICES FOR THE CITY'S HOME HOMEOWNER RECONSTRUCTION ASSISTANCE (HRA) PROGRAM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City is applying for the Texas Department of Housing and Community Affairs Homeowners Reconstruction Assistance (HRA) program reservation system; and

WHEREAS, the City put out a request for qualification for professional consulting and management services for the Home HRA program; and

WHEREAS, the City selected KBB Consulting, LLC of Texarkana, Texas, after a competitive bid process under RFQ 23-2001-04.

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 KBB Consulting, LLC of Texarkana, Texas for consulting and management services for the City's HOME HRA Program.

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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 **8th day of May, 2023**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2023-050 RES Authorizing a Contract with KBB Consulting LLC. (3983 : 2023-050 RES Authorizing a Contract With KBB

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract

KBB CONSULTING, LLC

Specialists in administering the Texas Department of Housing and Community Affairs' HOME Homeowner Reconstruction Assistance Program. Over the past 20 years, KBB Consulting, LLC has worked with cities and counties across Northeast Texas to provide affordable homes to low-income Texans.

KBB Consulting is located in Texarkana, TX and is classified as a small business and as a woman-owned business.

kbbhomegrants.com

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract

KBB CONSULTING, LLC

TDHCA HOME Program Experience

20+	430+	25+
Years' Experience	Homes Completed	Localities Worked In

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract

TDHCA HOME PROGRAM



Low-income homeowners can apply to have their existing house or mobile home demolished and a new home built on the same site





Source: City of Hooks, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract





Source: City of Deport, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract







Source: City of Hughes Springs, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract





Source: City of Clarksville, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract





Source: City of Clarksville, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract





Source: City of Pittsburg, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract





Source: City of Quinlan, HOME Program

Attachment: 2023-050 EXH 'A' KBB and HOME HRA program (3983 : 2023-050 RES Authorizing a Contract

City of Texarkana, Texas

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

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: 2023-050 Goals & Perspectives (3983 : 2023-050 RES Authorizing a Contract With KBB Consulting, LLC for the City's HOME HRA