CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MAY 10, 2021

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: Interim City Manager David Orr, Jennifer Evans, J.D. Phillips, Gary Smith, Sherry Jackson Hawkins, Mashell Daniel, Karey Parker, and Lisa Thompson.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BILL HARP

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, May 24, 2021 at 6:00 p.m.
Monday, June 14, 2021 at 6:00 p.m. (Summer schedule)
Monday, July 12, 2021 at 6:00 p.m. (Summer schedule)

Texarkana Farmers Market - Summer 2021
305 Texas Blvd. - Every Saturday - 7:00 a.m. Until Sold Out

May 15 Cultural Day & Night Market **(Night Hours: 5:00 p.m. - 8:00 p.m.)**
May 22 Cooking Demonstration

Parks & Recreation Events:

May 10	Summer Camp Registration Begins	Southwest Center
May 15-16	SDFA Softball Tournament	Karrh/Wallace Parks

May 15-16 USSSA Baseball Tournament Spring Lake Park

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

The 63rd annual Kiwanis Club of Texarkana Pancake Day will be held on Saturday, May 15th from 7:00 a.m. to 2:00 p.m. Tickets are $5.00 in advance or $7.00 at the door. The "all-you-can-eat" pancake breakfast will be served in the Truman Arnold Center located at Texarkana College. This year's proceeds will benefit youth related opportunities, agencies, and organizations throughout the community.

IV. SPECIAL PRESENTATIONS FOR SPRING OF 2021

Public Service Internship

Sara Kalem was born and raised in Germany. She is currently studying at Texas A&M - Texarkana and will graduate in December. Since February, her intern duties have included being responsible for the Economic Impact Study for the Hotel Grim. She also planned the city's recent *Don't Mess With Texas Trash-off* event and helped in the process of nominating the Grim for a Historical Preservation Award. The Mayor presented Ms. Kalem with a certificate in recognition of outstanding public service.

Foreign Exchange Students

Adele Sylvie Claire Dauviau is from Paris, France. She is quiet, soft spoken, and loves animals. Both of her sisters were exchange students, so Adele wanted to be an exchange student to have her own experiences. She said even though she misses her French food, she is very happy to be in Texarkana! (Hosts: Ed & Loretta Williams)

Riccardo Nieddu is from Tortoli, Italy, which is located on the island of Sardina. He is very outgoing and has a love for cooking. He has dreamed of being an exchange student since he was a child. In his opinion, the school system is better in America. (Hosts: Ed & Loretta Williams)

Marta Gastadello is from Tombolo, Italy. She is outgoing, cheerful, and very sociable. Marta has wanted to be an exchange student since she was 10 years old because her older brother was an exchange student. Like Adele, Marta says the food is better in her country, but she has experienced a great year in the states! (Hosts: Doug & Christina Dietz)

The Mayor presented each student with a city lapel pin and thanked them for spending their "school days" in Texarkana, Texas.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Council Member Davis recommended the appointment of Lauren Callaway to the Historic Landmark Preservation Committee to replace Travistene Turner whose term expired.

Motion to confirm a new appointment to the Historic Landmark Preservation Committee.

(6:23 p.m.)

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

VII. ITEMS FOR CONSIDERATION

Consent Items - None

RESULT:	**NO CONSENT ITEMS**

Action Items - None

VIII. FIRST BRIEFINGS

1. Resolution No. 2021-036 accepting and approving a proposal with Texarkana Symphony Orchestra for management services for the Perot Theatre.

   Public Hearing: May 24, 2021
   Council Vote: May 24, 2021

   Interim City Manager Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 5/24/2021 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2021-022 rezoning a 0.33-acre tract of land (being Tract 34) in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road. Single Family-2 to General Retail. Shanna Andrews, owner.

Public Hearing: May 10, 2021
Council Vote: May 10, 2021

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

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

2. Ordinance No. 2021-023 rezoning a 0.92-acre tract of land (being Tract 66) in the M. E. P. & P. RWY CO. HRS, A-434, located at the northeast corner of Gazola Street and Hatton Street. Single Family-2 to Multiple Family-2. Barbara Stoker representing Mt. Sinai House of Prayer Church, owner.

Public Hearing: May 10, 2021
Council Vote: May 10, 2021

There were no public comments made at this hearing.
(6:30 p.m.)

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

3. Ordinance No. 2021-024 rezoning a 1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434, located west of 100 Gazola Street. Single Family-2 to Multiple Family-2. Barbara Stoker representing Mt. Sinai House of Prayer Church, owner.

Public Hearing: May 10, 2021
Council Vote: May 10, 2021

There were no public comments made at this hearing.
(6:31 p.m.)

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

4. Ordinance No. 2021-025 rezoning Lots 3-10, Block 9, Greater Texarkana Addition, located in the 2700 block of Austin Street. Industrial-1 to Single Family-2. James Cannon, owner.

   Public Hearing: May 10, 2021
   Council Vote: May 10, 2021

   There were no public comments made at this hearing.
   (6:33 p.m.)

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

5. Ordinance No. 2021-026 granting a Specific Use Permit to allow a tattoo studio in a tenant space on part of a 1.338-acre tract of land (being Tracts 1 and 1A) located at 3201 Kennedy Lane. Brad Carlow, owner. Caleb McCombs, agent.

   Public Hearing: May 10, 2021
   Council Vote: May 10, 2021

   There were no public comments made at this hearing.
   (6:34 p.m.)

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

6. Ordinance No. 2021-028 amending Chapter 42, "Water and Sewers" Article III, "Nondomestic Waste", Division 1, "Publicly-owned Treatment Works" of the Code of Ordinances of the City of Texarkana, Texas.

   Public Hearing: May 10, 2021
   Council Vote: May 10, 2021

   There were no public comments made at this hearing.
   (6:35 p.m.)

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

X. ITEMS FOR DISCUSSION

Staff Updates

Interim City Manager Orr said the resolution for assembling the 2021-22 Budget Advisory Committee will be placed on the May 24th agenda. He asked each council member to send the name of his or her appointed representative so the City Manager's office can prepare the committee list.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.074 (Personnel Matters) to discuss or deliberate the Interim City Manager's duties and responsibilities.

XIII. RECONVENED INTO OPEN SESSION

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:14 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

Minutes Finalized - City Secretary & Mayor

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/7/2021 8:26 AM

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

Subject: Resolution No. 2021-036 accepting and approving a proposal with Texarkana Symphony Orchestra for management services for the Perot Theatre.

Briefing: 5/24/2021 **Public Hearing:** 5/24/2021 **Council Vote:** 5/24/2021

Item Schedule

Updates/History of Briefing:

The beautiful, restored, Perot Theatre, located in downtown Texarkana at 3rd and Main St, has been a landmark since 1924 when it opened as the Saenger Amusement Company's "Gateway to the West" theatre. Fully restored by the City of Texarkana in 1979-80's, the building is listed in the National Register of Historic Places. Native son H. Ross Perot, through the Perot Foundation, contributed much of the restoration costs in memory of his parents, Mr. & Mrs. Gabriel Ross Perot. In recognition of this contribution, the Texarkana City Council renamed the building - The Perot Theatre. The Texarkana Regional Arts and Humanities Council (TRAHC) has managed the theatre since the restoration for the past 40 years. The theatre annually hosts the Perot Theatre Series, as well as numerous rentals throughout the year.

Executive Summary and Background Information:

RFP #21-0000-01 Perot Theatre Management
Dates advertised in Texarkana Gazette: January 03, 2021 and January 10, 2021
Proposal opening date: March 02, 2021
Number of proposals: 3 –
Recommended Organization: After a selection process that included written proposals and in-person presentations, the appointed Perot Theatre Management Citizen Advisory Committee recommended the Texarkana Symphony Orchestra effective October 1, 2021.
The proposed contract is for $272,207 which includes 3 years with 3 one-year renewal options.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$272,207

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

Perot Theatre Management Citizen Advisory Committee recommended for approval.

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2021-036 RES Perot Mgmt Agreement with TSO (DOCX)
b. 2021-036 ATTH 01 Perot Mgmt Gazette Ad (DOCX)
c. 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (DOC)
d. 2021-036 ATTH 03 TSO-Perot Bid-Proposal (PDF)
e. 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (PDF)
f. 2021-036 ATTH 05 Perot Committee Recommendation (DOCX)
g. 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (DOCX)
h. 2021-036 ATTH 07 TSO-Perot Monetary Proposal (PDF)
i. 2021-036 Goals & Perspectives (DOCX)
j. 2021-036 RES Perot management agreement with TSO SIGNED (PDF)

Staff Coordination

City Manager	David Orr	Department Head Review	Completed	05/07/2021 8:54 AM
Public Works Department	Amanda Freeland	Reviewer	Completed	05/07/2021 8:56 AM
City Manager	David Orr	City Manager Review	Completed	05/07/2021 9:49 AM
City Council	Jennifer Evans	Meeting	Completed	05/10/2021 6:00 PM

Meeting History

RESOLUTION NO. 2021-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING AND APPROVING A PROPOSAL WITH TEXARKANA SYMPHONY ORCHESTRA (TSO) FOR MANAGEMENT SERVICES FOR THE PEROT THEATRE; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED SEVEN DOLLARS ($272,207), TO BE PAID FROM HOTEL/MOTEL TAX FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, proposals for the management of the Perot Theatre were issued March 2, 2021, with three (3) organizations expressing interest; and

WHEREAS, after a selection process that included written proposals and in-person presentations, an appointed Perot Theatre Management Citizen Advisory Committee reviewed the proposals and recommended TSO as the management services provider for the Perot.

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

Section 1: That the recommendation for TSO's proposal be accepted for management services for the Perot; and

Section 2: That the Interim City Manager is authorized to negotiate final terms and execute a management agreement with TSO in an amount not to exceed Two Hundred Seventy-Two Thousand Two Hundred Seven Dollars ($272,207) to be paid from hotel/motel tax funds; and

Section 3: That this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of May, 2021**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2021-036 RES Perot Mgmt Agreement with TSO (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

To be published on Sunday, January 03rd, 2021 and again on Sunday, January 10th, 2021.

Request for Proposals

The City of Texarkana, Texas, will receive sealed Proposals at Texarkana, Texas City Hall, (Kiosk Desk), Attn: Amanda Freeland, 220 Texas Blvd, Texarkana, Texas 75501. For the following:

RFP #21-0000-01
Perot Theatre-Management and Operational Services

A **Pre-Bid Meeting and Virtual Tour** (via Zoom) will be held at **10:00 a.m., Tuesday, January 26th, 2021.** *Please contact Public Works and Contracts Department for Zoom Link-In information.* amanda.freeland@txkusa.org 903-798-3948

Bid opening will be at **2:00 p.m., Tuesday, March 02nd, 2021** at Texarkana, Texas City Hall, 220 Texas Blvd, Texarkana, Texas 75501, 2nd Floor Council Chambers.

Invitation Packets will be available on the City's Website http://www.ci.texarkana.tx.us/346/Purchasing, Government, Department, Purchasing, Current Bid Opportunities or email amanda.freeland@txkusa.org.

Attachment: 2021-036 ATTH 01 Perot Mgmt Gazette Ad (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

My SUBMIT TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501	**CITY OF TEXARKANA, TEXAS** **REQUEST FOR PROPOSAL**
CONTACT PERSON: **AMANDA FREELAND**	
TEL: 903-798-3942 amanda.freeland@txkusa.org	

TITLE: **Perot Theatre-Management and Operational Services**	RFP #: **21-0000-01**	SUBMITTAL DEADLINE: **Tuesday, March 02nd, 2021 @ 2:00 PM CST**
PRE-BID DATE, TIME AND LOCATION: **Tuesday, January 26th, 2021, 10:00 AM CST,** **2nd Floor Council Chambers,** **For a walk-through tour and meeting** **(Virtual Tour)** **220 Texas Blvd, Texarkana, Texas 75501**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

Enter Respondent Name:

Enter Respondent's Business Name:

Enter Respondent Address:

Enter the following information:

Telephone Number: ( )_____ - _____

Fax Number: ( )_____ - _____

Email Address: _____

Federal Tax ID Number or Social Security Number

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

Authorized Signature **Title**

_____ _____

Print/Type Name **Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

INSTRUCTIONS TO OFFERORS

To facilitate the clarification of requirements, please direct all questions concerning this RFP to Amanda Freeland, Contracts Administrator, by way of email to amanda.freeland@txkusa.org. Responses to questions, if any, will be posted on the City's website. ***The deadline for any questions will be Tuesday February 25th, 2021 by 4:00 p.m.***

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

   The City of Texarkana will receive proposals until **2:00 P.M. CST, March 02ND, 2021** at the Texas City Hall, 220 Texas Blvd, 2nd Floor, Council Chambers, listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer. Each proposal and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **RFP #21-0000-01, Perot Theatre-Management and Operational Services**. Proposers must also include their name and address on the outside of the envelope or container. Proposals must be addressed to:

Physical Address:	Mailing Address:
City of Texarkana, Texas	City of Texarkana, Texas
Texas City Hall	Public Works & Contracts Dept.
(Kiosk Desk)	Attn: Amanda Freeland
Attn: Amanda Freeland	PO Box 1967
220 Texas Blvd	
Texarkana, Texas 75501	Texarkana, Texas 75504

   A non-mandatory pre-proposal tour and meeting (Virtual Tour) is scheduled for January 26, 2021 at 10:00 AM (CST) at Texarkana, Texas City Hall, 220 Texas Blvd, Texarkana, Texas 75501, 2nd Floor Council Chambers.
   Due to COVID, this meeting may be scheduled virtually via Zoom.

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

3. The Offeror shall submit **(1) one original and (5) five copies** of qualification documents unless otherwise stated in RFP. All documents shall be received at Texarkana, Texas City Hall (Kiosk Desk), Attn: Amanda Freeland, 220 Texas Blvd, Texarkana, Texas 75501, by the deadline shown on the cover sheet of this Request for Proposal. Qualifications received after the deadline shall be considered void and unacceptable. The City of Texarkana is not responsible for lateness or non-delivery of mail, carrier, etc. Each submittal will be date/time stamped by the Public Works and Contracts Department when received and this will be considered to be the official time of receipt.

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

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

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

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

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

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

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

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

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

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

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

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

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

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

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

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

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

Awards should be made approximately 4 to 6 weeks after the opening date of the qualifications. If you have any questions concerning this Request for Proposal and specifications, please contact the City of Texarkana at (903) 798-3942

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

1.0 INTRODUCTION:

1.1 The City of Texarkana (CITY), a municipality in the state of Texas, is accepting proposals from qualified organizations (OFFEROR) for the management and operation of the Perot Theatre in downtown Texarkana.

1.2 Each submittal should be prepared simply and economically, providing a straightforward, concise description of your team's ability to meet the requirements, and an understanding of the CITY's needs.

1.3 Offeror shall provide all labor, supervision, materials, and equipment to manage and operate the Perot Theatre which is owned by the city. Offeror's primary focus of responsibility is the Theater, with key elements of the agreement to include bookings, marketing, promotion, building maintenance, parking, security, and other services customarily provided under similar management agreements. Offeror's management team for the Perot Theatre will report to the City Manager, or designee, as the city's contract administrator for the Perot Theatre.

1.4 The term Management Agreement as used throughout this Request for Proposals ("RFP") shall be deemed to include all forms of agreements for the management and operation of facilities, including, but not limited to, lease agreements, license operation agreements, acquisition and service agreements. The Management Agreement is anticipated to be for an initial (3) three-year term with (3) three each, (1) one-year renewal options.

2.0 BACKGROUND

The beautiful, restored, Perot Theatre, located in downtown Texarkana at 3rd and Main St, has been a landmark since 1924 when it opened as the Saenger Amusement Company's "Gateway to the West" theatre. Fully restored by the City of Texarkana in 1979-80's, the building is listed in the National Register of Historic Places. Native son H. Ross Perot, through the Perot Foundation, contributed much of the restoration costs in memory of his parents, Mr. & Mrs. Gabriel Ross Perot. In recognition of this contribution, the Texarkana City Council renamed the building - The Perot Theatre. The theatre annually hosts the Perot Theatre Series, as well as numerous rentals throughout the year.

3.0 Technical Information

******All setup and maintenance of the stage as well as equipment will fall upon the Management Firm and NOT the City of Texarkana, Texas******

I. Stage Dimensions (UPDATED as of 12/2020)

A. Proscenium:

Width ……...……...44' 4"
Width less base trim ……...43' 4"
Height ……..……23' 10"

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

B. Centerline To:

Stage Right Wall ……..…….....37’ 4½”
Stage Left Wall ……..……31’ 7”

C. Plaster Line To:

Back Wall …….. 32’ 3”
Last Pipe …… 29’ 0”
Grand Drape ……..……..2’ 1”
Front Lip of Stage ……3’ 0”
Front Lip of Stage with Pit Extension ……7’ 0”

D. From Deck To:

Grid ……..…….. 55’ 6”
Pin-Rail Floor ……...…… 24’ 8”
Air Vent (SR & SL) ……...…… 21’ 3”
Air Vent (back wall) ……..… 21’ 3”
House Floor ……..……...3’ 4”
Orchestra pit floor ……..……..7’ 4”

E. Loading Door Clearance:

Width ……..…….7’ 5½”
Height ……..……9’ 6”
Diagonal ……..…….....11’ 8”
Height from alley ……0’ 5”
Loading door is located on west side of building, off alley, with direct access to USL. House has ramp to negotiate lip.

F. Other Dimensions: *(distances are approximate)*

Stage to back of main floor ……..……73’ 6”
Stage to back of balcony ……..….113’
Stage to control booth …… 93’
Stage to touring sound booth ……..…….. 66‘6”
Throw from cove to center……..…….. 84’
Throw from balcony ladder to center ……..…… 59’
Cable run from stage to touring sound booth ……..……115’

G. Touring Sound Booth: *(located at the back of the HR orchestra seating)*

Depth …… 7’
Length ……..12’

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

II. Stage Rigging

A. (22) general-purpose hemp line sets *(3 with angled extensions for legs)* are "4 rope" sets with 5/8" "Multiline II" rope & sand bagged from the pin rail. All Hemp line sets have a 500lb limit.
B. (6) single purchase line sets *(Grand Drape, Projection Screen, & 4 Electrics)* have floor mounted locks & are operated SR. All single purchase line sets have a 1200lb arbor capacity.

C. (3) Motorized sound shells

D. Battens & electrics are schedule 40, 1¾" OD, pipe and approximately 50' in length

E. Soft Goods: *(for standard placement see Line Set Schedule)*

Grand Valence (blue with gold trim) …… dead hung in front of proscenium
Grand Teaser (blue) ……... 10' 0" H x 50' 0" W
Grand Drape (2 panels, blue with 75% fullness, flown only) .... 25' 0" H x 26' 0" W
Black Borders (4 - 0% fullness) ……. 10' 0" H x 50' 0" W
Black Legs (4 pairs – 0% fullness) …… 28' 0" H x 12' 0" W
Black Curtains (2 panels – no track) …….. 28' 0" H x 30' 0" W
Shark Tooth Sheer Scrims (2 – 1 black, 1 white) ……. 30' 0" H x 50' 0" W
Leno Filled Scrims (2 opaque – 1 black cyc, 1 white cyc) …… 30' 0" H x 50' 0" W

F. Grid is original wooden grid with 18,000lb weight capacity and a 1,000lb point load per point. The weight capacity includes all weight on linesets, electric winches, and any added tour trusses, sound stacks, and scenic elements.

G. There are no rigging points downstage of proscenium.

III. Dressing Rooms

All dressing rooms have privacy locks. Capacities give indicate mirror spaces. Some rooms can accommodate more. All dressing rooms have make-up counters with lighted mirrors, showers, sinks, toilets, & clothes lockers. Paging system to dressing rooms is located at the Stage Managers position DSR.

A. Stage Level, Off SR

Two Rooms [A & B] for 2 persons each
B. Downstairs (beneath stage)

Two rooms [D & E] for 4 persons each, approx. 9' 0" x 10' 6"
Two rooms [C & F] for 16 persons each, approx. 15' 6" x 22' 6"
C. Visiting production office is of SL

D. Company lounge & green room area is downstairs SL

Note: All dressing rooms can be reached from DSL or DSR via a crossover corridor under stage. A layout of basement is available upon request.

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ABSOLUTELY NO TOBACCO ALLOWED IN DRESSING ROOMS OR ANYWHERE IN BUILDING. (City Ordinance: $200 Fine)

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IV. Orchestra Pit & House

A. Total auditorium seats are **1,542** with **716** seats**, 8** wheelchair spots, & 2 boxes with **4** seats each on main floor, and **798** seats & 2 boxes with **6** seats each in the balcony.

B. Orchestra Pit Dimensions Width at center …… 8’ 0”

Width at ends ……. 2’ 0”
Length ……..……... 45’ 0”
Depth from stage floor ….…….. 7’ 4”
Depth from house floor …….. 4’ 0”
Stage floor overhangs pit ……... 2’ 8”

V. Lighting System

A. Control: ETC Ion 1000 with a 2x20 fader wing and two (2) touchscreen monitors. If you have questions about particular options, please call for further information.

B. Dimming: (installed Sept 1994) Electronic Theatre Controls (ETC) DMX “dimmer per circuit” system with one hundred and eighty (180) 2.4k “Advanced Features” dimmers in two “Sensor” racks. Dimmers can also be designated as non-dim through software patch profile.

C. Inventory: Mostly Strand Century with a few Altman 360Q’s & ETC Source 4’s. All ellipsoidal instruments have pattern slots. All connectors are 3-wire stage pin. All instruments have “C” clamps, safeties, and color frames.

Instrument Brand/Size/Type	**Lamp/Wattage**	**Quantity**
Strand Century 6 x 9 Ellipsoidal	EHG 750	18
Altman 360Q 6 x 9 Ellipsoidal	EHG 750	10
Strand Century 6 x 12 *(double lens)* Ellipsoidal	EHG 750	36
Strand Century 6 x 16 Ellipsoidal	EHG 750	18
ETC Source four 14 degree Ellipsoidal	HPL 750	10
Strand Century 8 x 13 Ellipsoidal	FEL 1k	17
ETC Source four 10 degree Ellipsoidal	HPL 750	10

Strand Century 10 x 23 Ellipsoidal	FEL 1k	15
Strand Century 6" Fresnel	BTN 750	20
Strand Century 8" Fresnel	BVT 1k	12

D. Accessories: *(i.e., barn doors, pattern holders, booms, cable, etc.)* available in limited quantities. Call for specific needs. House stocks **ROSCOLUX GEL ONLY!** Please specify "Rx" or give acceptable Roscolux substitutes.

E. Circuit Numbers

a. FOH Cove – 20 circuits

b. House Box Booms (Ladders) – 8 circuits per boom

c. 1st Electric – 36 circuits

d. 2nd Electric – 18 circuits

e. 3rd Electric – 18 circuits

f. 4th Electric – 20 circuits

g. 4 Drop Boxes – 4 circuits per box

h. 8 Floor Pockets – 4 circuits per pocket with 4 on each side of the stage

F. Company Power Switches:

a. 3 phase/5 wire *("water pipe" 5th wire ground)*, 400 amps per leg, USR.

b. Single Phase/4 wire, 100 amp per leg, DSR

G. Personnel Lift: Up-Right Model UL-24/30 available for onstage focus. Maximum platform height is 24' 0".

H. House Lights: *(ETC "Analog Address" system)* Dedicated dimmers controlled from DSR or control booth with instant on "panic" switch located in lobby and control booth. *(lobby "panic" switch can be locked out from booth)*

I. Work Lights: *(ETC "Analog Address" system)* Connect through stage dimmers and controlled from stage or booth.

VI. Sound System

A. **Control:** "Open Air sound/light control booth contains the following equipment:

Midas M32 40-channel digital mixer……..…….... 1
Denon CD player with iPod dock …….. 1
Sony CD player ……...1

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B. **Speakers & Amplification:** *signal processed by Rane GE equalizers tuned to the hall*

Cluster: (2) JBL SR4732 3-way, bi-amp cabinets driven by QSC amplification located at center top of proscenium arch.

Orchestra Fills: (2) JBL MR-825 2-way, full range cabinets driven by Crown amplification located underneath the upper boxes

Sub: (1) JBL 5122 dual 12" sub driven by Crown amplification located inside the orchestra pit

***Note: House PA is mono system with left and right pan being center cluster and orchestra side fills.**

Monitor Speakers: Monitors are driven by Crown amplification.

a) (2) Klipsch 2-way, full range wedges driven by Crown amplification.

b) (2) Klipsch Heresy monitor speakers

C. **Inventory:**

Microphones:	Shure SM 58	2
	Shure SM 57	2
	Shure SM 59	2
	Crown PCC	2
	Crown PZM	2
Cables:	25' XLR	25
	50' XLR	5
	100' XLR	1
	50' quarter jack	4
	50' male to female quarter jack	1
	25' male quarter jack to speak on	2
	50' male quarter jack to speak on	2
Stands:	Heavy base mic stands	9
	Boom attachments	4
	12" gooseneck	1

D. **Jacks:**

Microphone Jacks: *(2 digital snake boxes with XLR 3 pin connectors)*

	SR proscenium wall	16
	SL proscenium wall	16

Monitor Jacks: *(Speak on NL4 jack connectors)*

	DSR box proscenium wall	1
	SRC box side wall	1
	DSL box proscenium wall	1
	SLC box side wall	1

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E. Communications: Clear-Com system with 7 Clear-com wired headsets and belt packs, 10 Pro-Intercom wired headsets and belt packs, and 8 Eartec wireless headsets. Permanent com locations: DSL, DSR *(Stage Manager's Booth)*, Pin Rail, Sound/Lighting Booth, HR & HL spot positions, and touring sound booth.

PEROT THEATRE ACCOUSTICS

Acoustics at the Perot are quite good throughout the theatre, although balancing mid-balcony with lower level can be a challenge at times.

The Perot Theatre Management shall retain all right of control of sound pressure levels within the theatre building. Sustained sound pressure levels shall not exceed 95 dB measured from the front of the balcony in the center of the auditorium on a "C" weighted scale.

We ask for your cooperation in finding & maintaining a suitable level. THANK YOU!

VII. General Notes

Lack of wing space generally requires back loading empty road boxes to trailer or stacking in alley.

* ***Smoking in facility is strictly forbidden by Fire Marshall.*** Performances that include any kind of smoke or pyrotechnics need at least a (60) sixty-day notice for special authorization, permits, & insurance certificates to be secured.

* No food is allowed on stage or in the auditorium. Drinks are only in allowed in auditorium in Perot management approved containers. Only bottled water is allowed on stage. A hospitality area may be designated if necessary.

* Persons F.O.H. while audience is present are requested to dress appropriately for expected audience type. *(i.e., coat and tie audience, please wear coat and tie)*

*There is no washer and dryer on site. We can recommend a laundry mat close to the theatre.
*All setup of the stage as well as equipment will fall upon the Management Firm and NOT the City of Texarkana, Texas.

4.0 Programming

The city's overall programming goal for the Perot Theatre is to provide a diverse programming mix that has broad appeal to all its citizens and taxpayers. The targeted mix includes the following general types of programming: Programming Street (Outside Concerts and or Street Parties)

(1) Cultural Arts & Broadway-type programming (e.g., TRAHC's Perot Series & Children's shows)
(2) Classical Music (e.g., Texarkana Symphony Orchestra)
(3) Family entertainment & Children's Shows (e.g., Comedy and Fashion Shows)
(4) Popular Music (e.g., Including Local Musicians, Country, Rock, and Jazz, etc.)

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(5) Movies (e.g., Film Festivals, Independent Films, and Documentaries)
(6) Speakers-Texarkana College Partnership

The programming goal does not prioritize any one type of programming over the other but, emphasizes diversity that offers something for everyone. The targeted programming mix is not intended to be exclusive and does not limit programming to these categories; however, effort should be made by Offeror to achieve this goal when possible. Offeror's programming objectives should be coordinated with other objectives stated in this RFP, including the city's primary objective which is to increase out-of-town visitor traffic in accordance with the Texas Tax Code Hotel Occupancy Tax Ch. 351.101 and rental revenue to the Perot Theatre's operating account.

4.1 Goals

The Perot Theatre is recognized as an important asset to not only the city, but also the entire region. Accordingly, the city has high expectations for the Perot Theatre to achieve multiple dynamic goals, including, but not limited to, the following:

A. Increase annual out-of-town visitor traffic to the Perot Theatre, through an innovative management, marketing and promotional plan designed to respond to the specific competitive market in the region in accordance with the Texas Tax Code Hotel Occupancy Tax Ch. 351.101. Proposing Management Company will provide The City with a Parking Plan for events.

B. Stimulate the economy of The City as-a-result of out-of-town visitor spending in local hotels in accordance with the Texas Tax Code Hotel Occupancy Tax Ch. 351.101.

C. Protect the historic nature of the Perot Theatre through regular maintenance and care. Ensure that the city's investment in the Perot Theatre is properly managed to maximize its benefit to the city and to maintain a positive image for the theatre. In accomplishing this goal, management must ensure that the Theater is kept exceptionally clean and well maintained and that all maintenance employees are properly trained in custodial and preventative maintenance procedures to minimize capital repairs.

D. Boost attendance at entertainment events through creative marketing, promotional plans and strong relationships with the community.

E. Program unique and nationally recognized events at the Perot Theatre that will attract increased numbers of visitors to the downtown area. Management Company will actively market, solicit, and maintain relationships with third-party music industry promoters.

F. Work cooperatively and collaboratively with local arts organizations and other current tenants/resident organizations to provide quality, affordable performing arts programming. Cooperate with existing local organizations to continue tours of the Perot Theatre as requested.

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G. Increased focus on ancillary revenue streams, which effectively reduces city funded subsidy requirements. Consideration should be given to create and implement plans to potentially provide food and beverage services at events, providing additional revenue, while enhancing the patron experience.

H. Establish a sound, qualified management/operations staff organization that is effective in meeting financial goals while at the same time able to work in a responsive and cooperative manner with the city as owner/client.

I. Develop positive and cooperative tenant relations, client relations, city department relations, community relations, downtown business relations, media relations, and other relations that further the goals of the city.

J. Oversee the successful completion of capital improvements at the Perot Theatre to ensure that the improvements are communicated through effective media relations to local-residents and area visitors.

K. Operate the Perot Theatre in accordance with equal opportunity compliance laws and regulations.

4.2 Minimum Qualifications

At-a-minimum the Offeror shall meet the following qualifications:

A. Have a qualified and experienced administrator with a minimum of five years experience in management or operation of performing arts productions and/or theaters.

B. Have key management staff each with a minimum of five years experience in providing management or operation of performing arts productions and/or theaters.

C. Be free from legal and regulatory matters which might prevent Offeror from fulfilling the requirements of the Management Agreement.

D. Be a financially stable and viable organization/company.

E. Have the ability to: obtain the insurance requirements of the City.

4.3 Minimum Requirements

At-a-minimum the Offeror shall have the responsibility for the programming, management, marketing, operation, and maintenance of the Perot Theatre. Offeror's responsibilities shall include, but are not limited to:

A. Booking events and promotions at the Perot Theatre. Event and promotion management, including, but not limited to, contract negotiations, stage production, crowd control,

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parking, security, food and beverage, clean-up, coordination of client activities with Fire, Police, and other city departments.

B. Marketing, advertising, and promoting the Perot Theatre and tenant/client activities.

C. Developing annual operating and capital budgets and providing interim/annual financial reporting (budget vs. actual performance), in accordance with city financial guidelines.

D. Supervising all agreements for goods and services at the Perot Theatre.

E. Supervising news, entertainment, and educational media of all types.

F. Providing effective building operations and maintenance, including but not limited to, purchasing, payroll, risk management, fire prevention, security, routine repairs, preventative maintenance, custodial services, energy conservation, landscape maintenance and the review and supervision of the Perot Theatre tenant improvement design and construction plans, and supervision of capital improvement projects.

G. Developing a staffing plan (e.g., organizational chart, position descriptions, qualifications, pay ranges, benefits program).

H. Developing a transition plan (if necessary) that includes hiring and training all employees so the Perot Theatre will be adequately staffed with qualified personnel.

5.0 PROPOSAL REQUIREMENTS

5.1 Required Format

To ensure consistency proposal hard copies must be in 8 1/2 X 11inch format bound and clearly labeled identifying the Offeror and the RFP number. The original hard copy of Offeror's proposal should be labeled "Original". The hard copies should be individually tabbed for each of the sections listed below and be consecutively page numbered.

The following is an explanation of the minimum information that should be included in each of the sections. To assure consistency, proposals must conform to this format:

Cover Letter
Table of Contents

Section A - Experience and Qualifications
Section B - References
Section C - Proposal
Section D - Costs
Section E - Acceptance of Base Agreement
Section F - Other

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5.2 Cover Letter

The cover letter must include the full legal name of the Firm and the following information.

a. A brief summary of the Proposing Firm.
b. A statement that the Offeror understands of the scope of services to be provided.
c. The address of the office conducting the services.
d. The address of the office that would administer the Agreement.
e. The name(s) of the person(s) that will be authorized to make representations for the Offeror, including their titles, addresses, telephone numbers, and e-mail addresses.

The cover letter must be signed by an authorized representative of the organization, preferably the president. (Offeror must attach proof to its proposal of signing authority for any representative who signs the cover letter other than the president).

5.3 Table of Contents

The table of contents must include a clear identification of the material, by section and by page number.

Section A. – Experience and Qualifications

Offerors shall address each of the following in order:

a. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation.
b. Location of the company offices.
c. Location of the office servicing the city's account.
d. Number of employees.
e. Name, address, and telephone number of the Offeror's point of contact (account manager) for a contract resulting from this RFP.
f. Company background/history and Offeror's experience that qualifies you to provide the services described in this RFP. Include a narrative description of your firm's current and previous experience managing performing arts productions and/or facilities.
g. Include examples of your firm's experience interacting with city councils or similar public governing boards.
h. Describe in detail your firm's experience working with community support groups, affiliated foundations, and volunteer committees.
i. Resumes that details qualifications and experience for key staff to be responsible for performance of any contract resulting from this RFP (e.g., CEO, operations manager, marketing manager, technical director).
j. Offeror's bank of record.
k. Offeror must include in its proposal a complete disclosure of any significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable.
l. Provide documentation of your firm's financial resources for providing services and meeting other financial obligations (e.g., a copy of your firm's audited financial statement summaries and the notes to the financial statement for years 2014 - 2019).
m. Include disclosure of all sources of revenue and operating capital for your firm.

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Section B. – References

a. Offeror should provide a comprehensive listing of previous and current clients for whom it has provided similar services. Include the following:
   (1) Client name
   (2) Dates of service.

b. Include a minimum of two references from any local government, non-profit or business clients within the last three years. Information provided shall include:
   (1) Client name:
   (2) Project dates (starting and ending):
   (3) Client project manager name, E-mail address and telephone number.

Section C. – Proposal

Offerors shall address each of the following in order:

General

(1) If subcontractors are contemplated, a description of these persons or firms and the portions and monetary percentage of the work to be done by them.

(2) Provide an introductory overview of your firm's management philosophy, vision, strengths, and weaknesses.

(3) Include information on the managerial and staffing resources that details the quality and depth of resources that will be provided to enhance effectiveness of the on-site management team and maximize operational and financial results to benefit the Perot Theatre and the city.

(4) A list of your firm's ownership or management of similar performing arts centers within the designated market which might be competitive or present a conflict of interest with the Perot Theatre for programming, visitor traffic and visitor spending. This would include all sister or parent companies, subsidiaries, or partnerships of your firm.

(5) A list of your Firm's performing arts productions which might be competitive or present a conflict of interest with any other Perot Theatre programming, visitor traffic and visitor spending. If this section applies, please include an explanation of your firm's approach to overcoming conflicts of interest.

(6) A description of your firm's processes/procedures for responding to the city's inquiries and requests for information regarding management, marketing and operational issues related to the Perot Theatre.

(7) Methodologies and commitment of your firm in assisting the city in preparation of report materials related to City Council approvals of leases, licenses, budgets, promotional activities, and related documents. Upon request by the city, Offeror shall attend City Council meetings that require information or Council action regarding Perot Theatre related business issues.

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Programming

Provide a detailed description of the methodologies your firm will utilize to develop and implement both: short and long-term programming strategy for the Perot Theatre. Offerors shall address each of the following in order:

(1) Your firm's conceptual vision for programming at the Perot Theatre, including touring products, non-art rentals, and local performing arts projects.

(2) Ideas for partnership with other downtown properties such as: The Silvermoon and Pecan Point Brewing in conjunction with the Perot Theatre and/or adjacent properties.

(3) A description of your firm's approach to developing a written (5) five-year strategic programming plan that is linked to marketing and financial plans.

(4) The strategies your firm will utilize for increasing the number and scope of uses of the Perot Theatre and generate increased rental revenue.

(5) Your firm's assessment of the current programming mix and quality of current programming.

(6) Third-Party Vendors

(7) Free usage of the Perot Theatre will be provided to the following:
A. TRAHC, shall receive (10) ten free uses – paid for by the HOT account.
B. Texarkana Symphony Orchestra shall receive (10) ten free uses – The City shall pay from the Perot Rental account.
C. Texarkana Community College, shall receive (5) five free uses – ***Per the City's Discretion***
D. Texarkana A & M College, shall receive (5) five free uses – ***Per the City's Discretion***

Upon Award Being Obtained

Marketing & Promotion

Provide a detailed narrative to describe your firm's approach to marketing and promotion of the Perot Theatre. This narrative should fully describe the methodologies your firm will utilize. Offerors shall address each of the following in order:

(1) Crafting a written (5) five-year strategic marketing plan, linked to a (5) five-year programming plan and your ability to provide the plan ***within a (5) five-month period from the effective date of the Management Agreement***. Provide an actual example of a strategic marketing plan you have developed.

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(2) Broadening promotional opportunities with regional media marketing departments, newspapers, journals, radio, television, and related media according to hotel occupancy tax funding requirements (Texas Tax Code Sect. 351.101).

(3) Utilizing the internet to build marketing and promotional opportunities.

(4) Management Company will Market, Solicit, Promote, and be active

(5) Contract includes $10,000.00 for Marketing Purposes.

(6) Cultivating marketing and promotional opportunities through partnering with other cultural and entertainment entities (e.g., Chamber of Commerce, Main Street Texarkana, or private corporate sponsorships).

(7) Developing marketing and promotional opportunities through partnering with other city Departments as well as other city groups that promote downtown Texarkana, Texas.

(8) Developing marketing and promotional opportunities through partnering with departments of the county, state, other governmental and not-for-profit agencies including the local and state agencies responsible for development of the arts, conventions, travel, and tourism.

(9) Designing and maintaining a quality maintenance and training program as a key component of the marketing program to ensure the Perot Theatre is in consistent visitor ready condition; clean, safe, and operable at-all-times.

(10) Establishing and administering specific standards in the recruitment, training, and supervision of all personnel, full and part-time related to guest relations. Proposal must include your Company's, ***Customer Service Philosophy***.

(11) Include your philosophy and plans for staff uniforms, grooming standards, employee recognition and related personnel standards.

(12) Provide a listing of the industry associations, organizations, and publications in which your firm and key staffing resources are actively involved. Include information regarding the number of years of active membership or any recognition, achievements or honors received from these industry associations and publications by your firm and staffing resources.

Operations

Provide a detailed narrative to describe your firm's approach to operations management of the Perot Theatre. Offerors shall address each of the following in order:

(1) An operations staff for the Perot Theatre.

(2) Recruitment, training programs and supervision of all operations staff to ensure optimum quality standards will be achieved in programming, marketing and promotion, financial accountability, community relations, custodial, security, and other related operational functions.

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(3) A positive and cooperative relationship with all users of the Perot Theatre, as a collective group and as individual businesses seeking advice and assistance for mutual success. Include specific ideas for generating user support of the Perot Theatre policies and procedures, special event and promotional activities, and related operational issues.

(4) A positive and cooperative relationship with the city, its contract administrator, and city staff that interact with the Perot Theatre on a regular and ongoing basis, including, Economic Development, Planning, Redevelopment and Grants, Marketing, Parks and Recreation, Police, Fire and Finance Departments and other related personnel.

Parking

F. Provide a detailed plan your firm would utilize in managing an efficient parking program for Perot Theatre. Your firm's plan should include the following elements: Proposing Management Company will provide The City with a Parking Plan for events.

(1) Utilization of the parking inventory currently available, with priority given to on-site parking requirements for related programming and secondary parking uses for offsite activities that will enhance facility revenues.

(2) Potential for valet parking, including an assessment of the value to having a valet service. If valet service to patrons is deemed important, describe how your firm would implement an effective, patron friendly valet service at little or no cost to the city.

(3) Other transportation/parking concepts not currently in place that would provide easier access to the facility and stimulate visitor traffic to the Perot Theatre in general.

Finance & Accounting

The Perot Theatre fiscal year is October 1-September 30. The preliminary budget is due June 15 for each following fiscal year and that budget, following City Council and public input, is adopted in mid-September. (NOTE: these dates are subject to modification at the discretion of the City Manager or his designee). Include a depiction of your firms approach to each of the following points:

(1) Provide a detailed description of your firm's approach to establishing and implementing an effective finance and accounting program for the Perot Theatre.

(2) Preparation of annual operating budgets to include a revenue model which reflects revenue from operations as well as from other sources, including city subsidy funds. Include your firm's proposed proforma income, expense, and net operating income/loss statements in detail for year 1 and in summary for years 2-6. Detail how your firm proposes to attain the financial performance required to annually increase the revenues and reduce expenses for the Perot Theatre.

(3) Proposed interim reports recommended summarizing monthly/quarterly revenues and expenditures (including reconciliation of actual performance to budget) status of current and projected patron attendance, advertising, marketing, events (including self-promotions and rentals), affirmative action and any other statistical reporting which your firm considers relevant and important to the city. Provide examples of each type.

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(4) Primary financial and administrative controls which your firm plans to implement at the Perot Theatre. Include discussion on what steps your firm will take to ensure compliance with all applicable local, state, and federal laws, statutes, guidelines and related rules and regulations.

(5) Financial and administrative system and procedures that your firm proposes to implement at the Perot Theatre. Include a statement of understanding that all of Offeror's records pertaining to services under the Management Agreement are open and available to review and inspection by the city.

(6) Controls, procedures, and policies your firm will implement to ensure the continued safeguard of all fixed assets and supply inventories, including the acquisition, disposition, and transfer of assets. Include an example of your firm's annual inventory inspection status report.

(7) Funding of reimbursements to pay authorized expenses for operation and maintenance of the Perot Theatre. The city prefers the current method, which is for the Perot Theatre to request reimbursements from the city from qualified budgeted amounts.

Staffing Plan

Provide a narrative to describe your firm's approach for developing and implementing a qualified, professionally trained, cost effective staffing plan for the management, programming, marketing, promotion, operations, and services of the Perot Theatre. This description should include each of the following points:

(1) Your firm's staffing plan for the management, programming, marketing, promotion, and operations of the Perot Theatre. Include full-time, part-time regular, part-time occasional, volunteers and related staff to be available on-site. Provide a proposed organizational chart, job description for each staff classification, qualifications for each position and a proposed salary range for each staff person to be employed by Offeror for the Perot Theatre. (60) sixty-day employee decision on transfer of Management Company.

(2) Identify the point person to serve as the primary contact for the city. Provide professional bios for the primary contact and other key staff who report to this individual.

(3) Operational functions that may be subcontracted, with a narrative explanation supporting the decision to subcontract those functions, including theater parking, valet parking, food and beverage (if approved by the city), custodial, maintenance, and related functions.

(4) Offeror's employee benefits program, including health/medical, life insurance, disability, retirement, 401k, bonus, vacation/sick leave/holiday time, and related benefits.

(5) Offeror's implementation and ***transition plan***. Include your proposed timetable for a seamless transition, your approach to the evaluation of the current staff, and all other related transitional elements.

(6) Offeror's policies regarding equal employment opportunities for full time and part-time staff.

(7) Proposed plan for staffing for procurement of goods and services.

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Maintenance and Capital Improvement Program

*****It is the intent of the City of Texarkana, Texas to take over the day-to-day maintenance. The City shall be responsible for the maintenance projects and the Capital Improvements*****

This narrative will describe the City's approach to developing and implementing a five-year Capital Improvement Program (CIP). Details will include each of the following points:

(1) The City's expertise and experience in developing as well as recommending a Capital Improvement Plans for the Performing Arts Center similar-to the Perot Theatre. Ensuring continuation of a quality experience for its patrons. The City will continue to fund CIP monies in future years to maintain the recent renovations and facility improvements,

(2) The City's expertise and experience in developing as well as recommending CIP needs and reporting these needs orally to the public governing boards and public meetings to successfully obtain their approval.

(3) The City's expertise and experience in supervising and monitoring Capital Improvement Projects, including cost control, quality control, critical work path charts, value engineering, weekly progress meetings, and related elements essential to bringing a project to completion on time and within budget.

Ticketing

Current Ticketing is working off the "Choice Ticketing" software.
Vendor shall:

(1) Creation of separate ticket purchasing website. Booking will need to be posted on said website within *** days prior to the event date.
(2) Setting up an advanced purchasing incentive. (e.g., *** period of time, offered to members or discounts for advancement of purchase offers) If membership holders are to receive a discount on ticket purchasing, a set time will be allotted by Management Company to provide the designated time frame.
(3) If another ticketing software is available, Vendor will maintain software.

Section D. – Fee Structure

In a **separate sealed envelope**, provide your fee structure. This section should include the management fee with emphasis placed on earned incentives from new or increased revenue sources and a reduction of the city funded subsidy.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Current Perot Theatre Budgeted Amount $272,000.00

(1) Provide your firm's management fee proposal for the (5) five-year period which establishes profit/loss benchmark goals.

(2) Explain what type or level of incentives your firm proposes to receive if revenue goals are met or exceeded.

(3) Budget for the Perot Theatre will be budgeted separately from Management Company account,

Section E. – Acceptance of Base Agreement

In this section, list any exceptions taken to the Base Agreement, specifications, or other requirements listed in this RFP. You must reference the RFP section where exception is taken, a description of the exception, and the proposed alternative, if any. The Base Agreement and all terms, conditions, specifications, and other requirements of this RFP shall be deemed accepted by the Offeror unless excepted to in accordance with this Section E.

Section F. – Other

In this section include any other information, not previously requested, you believe is pertinent in the evaluation of your firm's capability to provide the services specified. Also include information regarding any additional and/or value-added services your Firm can offer.

5.0 SELECTION PROCESS

5.1 The City reserves the right, at their sole discretion, to accept the proposal which they consider most favorable based on the selection criteria.

5.2 The City reserves the right to require oral presentation by senior management of the proposing firm who have the ability to fully answer all questions regarding their proposal.

6.0 SELECTION CRITERIA

A selection committee will review all proposals. The following is a guide to the criteria that will be used in evaluating Teams and Statement of Qualification:

- Section A - Experience and Qualifications **Maximum 30 points**
- Section B – References **Maximum 5 points**
- Section C – Proposal **Maximum 30 points**
- Section D – Costs **Maximum 25 points**
- Section E - Acceptance of Base Agreement **Maximum 5 points**
- Section F – Other **Maximum 5 points**

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

7.0 SCHEDULE OF EVENTS (subject to change)

7.1	RFP Release and Advertisement	January 3, 2021
7.2	Pre-bid Meeting	January 26, 2021
7.3	RFP Due	March 2, 2021
7.4	Anticipated Contract Award	April 12, 2021

Owner reserves the right to modify this schedule as required.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

ATTACHMENT 1
Insurance Requirements

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

(a) Commercial General Liability insurance at minimum combined single limits of $500,000 per-occurrence and $1,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.
(b) Workers Compensation insurance at statutory limits.
(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 and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

(1) The City shall be named as an additional insured with respect to general liability.
(2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.
(3) All insurance policies shall be endorsed to require the insurer to promptly 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 (30) thirty days-notice prior to cancellation, non-renewal or termination of the insurance and a 10-day notice for nonpayment of premium.
(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

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

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

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

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 It's authorized agent, and shall contain provisions representing and warranting the following:

1) The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

CITY OF TEXARKANA
INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent

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

_____ _____
Agent (Signature) Agent (Print)

Name of Agency/Broker: _____

Address of Agent/Broker: _____

City/State/Zip: _____

Agent/Broker Telephone Number: _____

CONTRACTOR'S NAME: _____
(Print or Type)

NOTE TO AGENT/BROKER
If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions, please contact the Director of Planning, Redevelopment and Grants for the City of Texarkana at (903) 798-3902.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

These General Conditions **apply to all proposals** and become a part of the terms and conditions of any proposal submitted and subsequent purchase order or contract. The City shall mean the City of Texarkana, Texas.

1. **REQUIRED INFORMATION**: CITY OF TEXARKANA, TEXAS PROPOSAL PACKETS CONTAIN VARIOUS SECTIONS REQUIRING COMPLETION. THE PROPOSAL FORM SECTION OF THE PROPOSAL PACKET MUST BE COMPLETED PRIOR TO THE DATE AND TIME SET FOR PROPOSAL OPENING AND INCLUDED WITH THE PROPOSAL PACKET OR THE VENDOR WILL BE FOUND NON-RESPONSIVE. VENDORS MAY BE REQUIRED TO COMPLETE AND SUPPLY ALL INFORMATION CONTAINED IN THE "SUPPLEMENTAL INFORMATION" PORTION OF THE PACKET AT A DATE AFTER PROPOSAL OPENING. FAILURE TO COMPLETE "SUPPLEMENTAL INFORMATION" REQUIREMENTS IN A TIMELY MANNER, PRIOR TO COUNCIL AWARD, MAY BE USED BY THE CITY IN DETERMINING A VENDOR'S RESPONSIBILITY.

2. **INSTRUCTIONS:** THESE INSTRUCTIONS APPLY TO ALL PROPOSALS AND BECOME A PART OF TERMS AND CONDITIONS OF ANY PROPOSAL PACKET SUBMITTED.

3. **PRICING:** PROPOSAL PRICE (S) QUOTED MUST BE HELD FIRM FOR NINETY (90) DAYS TO ALLOW FOR EVALUATION UNLESS OTHERWISE STATED IN THIS DOCUMENT.

4. **INVOICES:** INVOICES SHALL BE SUBMITTED BY THE SUCCESSFUL PROPOSER TO THE CITY OF TEXARKANA, TEXAS, FINANCE DEPARTMENT Attn; ACCOUNTS PAYABLE, P.O. BOX 1967, TEXARKANA, TEXAS, 75504.

5. **PAYMENT TERMS:** PAYMENT TERMS ARE NET 30 UNLESS OTHERWISE SPECIFIED BY THE CITY IN THIS PROPOSAL PACKET.

6. **FUNDING:** THE CITY OF TEXARKANA, TEXAS IS A HOME-RULE MUNICIPAL CORPORATION OPERATED AND FUNDED ON AN OCTOBER 1 TO SEPTEMBER 30 BASIS; ACCORDINGLY, THE CITY RESERVES THE RIGHT TO TERMINATE, WITHOUT LIABILITY TO THE CITY, ANY CONTRACT FOR WHICH FUNDING IS NOT AVAILABLE.

7. **ASSIGNMENT:** THE SUCCESSFUL PROPOSER SHALL NOT SELL, ASSIGN, TRANSFER OR CONVEY THIS CONTRACT IN WHOLE, OR PART, WITHOUT THE PRIOR WRITTEN CONSENT OF THE PUBLIC WORKS AND CONTRACTS DEPARTMENT DIRECTOR.

8. **LATE PROPOSALS:** PROPOSAL PACKETS RECEIVED AFTER SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE. THE CITY OF TEXARKANA, TEXAS IS NOT RESPONSIBLE FOR THE LATENESS OF MAIL CARRIER, WEATHER CONDITIONS, ETC.

9. **ALTERING PROPOSALS:** PROPOSAL PRICES CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION ALTERATION OR ERASURE MADE BEFORE OPENING TIME MUST BE INITIALED BY THE SIGNER OF THE PROPOSAL, GUARANTEEING AUTHENTICITY.

10. **WITHDRAWAL OF PROPOSALS:** A PROPOSAL PRICE MAY NOT BE WITHDRAWN OR CANCELED BY THE PROPOSER FOR A PERIOD OF NINETY (90) DAYS FOLLOWING THE DATE DESIGNATED FOR THE RECEIPT OF PROPOSALS WITHOUT WRITTEN APPROVAL OF PURCHASING MANAGER, AND PROPOSER SO AGREES UPON SUBMITTAL OF PROPOSAL.

11. **CHANGE ORDERS:** NO ORAL STATEMENT OF ANY PERSON SHALL MODIFY OR OTHERWISE CHANGE, OR AFFECT THE TERMS, CONDITIONS OR SPECIFICATIONS STATED IN THE RESULTING CONTRACT. ALL CHANGE ORDERS TO THE CONTRACT WILL BE MADE IN WRITING BY THE CITY OF TEXARKANA, TEXAS.

Attachment: 2021-036 ATTH 02 RFP-Perot Mgmt & Operational Svcs (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

12. **ADDENDA:** ANY INTERPRETATIONS, CORRECTIONS OR CHANGES TO THIS PROPOSAL PACKET WILL BE MADE BY ADDENDA. SOLE ISSUING AUTHORITY SHALL BE VESTED IN THE CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT. ADDENDA WILL BE SENT TO ALL WHO ARE KNOWN TO HAVE RECEIVED A COPY OF THIS PROPOSAL PACKET. IF THE ADDENDA CONTAINS CHANGES TO THE "SPECIFICATION" OR "PROPOSAL FORM", PROPOSERS SHALL ACKNOWLEDGE RECEIPT OF ALL ADDENDA OR THEY WILL BE DECLARED NON-RESPONSIVE.

13 INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS, ELECTED OFFICIALS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY THE "CITY"), HARMLESS FROM ALL LIABILITY, SUITS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, PENALTIES, FINES, COSTS, FEES, OR EXPENSES, INCLUDING ATTORNEYS FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY ARISING OUT OF, OR RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND AGENTS UNDER THIS CONTRACT.

14 INDEPENDENT CONTRACTORS: Proposer acknowledges that the successful proposer shall be an independent contractor of the City and that successful proposer shall not be an employee, agent, official or other representative of the City. Successful Proposer shall not represent, either expressly or through implication, that they are an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the successful proposer.

15. **TERMINATION FOR DEFAULT:** THE CITY OF TEXARKANA, TEXAS RESERVES THE RIGHT TO ENFORCE THE PERFORMANCE OF THIS CONTRACT IN ANY MANNER PRESCRIBED BY LAW OR DEEMED TO BE IN THE BEST INTEREST OF THE CITY IN THE EVENT OF BREACH OR DEFAULT OF THIS CONTRACT. THE CITY RESERVES THE RIGHT TO TERMINATE THE CONTRACT IMMEDIATELY IN THE EVENT THE SUCCESSFUL PROPOSER FAILS TO **1)** MEET DELIVERY SCHEDULES OR, **2)** OTHERWISE PERFORM IN ACCORDANCE WITH THESE SPECIFICATIONS. BREACH OF CONTRACT OR DEFAULT AUTHORIZES THE CITY TO AWARD TO ANOTHER PROPOSER, PURCHASE ELSEWHERE AND CHARGE THE FULL INCREASE IN COST AND HANDLING TO THE DEFAULTING SUCCESSFUL PROPOSER.

16. **VENUE:** THIS AGREEMENT WILL BE GOVERNED AND CONSTRUCTED ACCORDING TO THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN BOWIE COUNTY, TEXAS.

17. **NO PROHIBITED INTEREST:** PROPOSER ACKNOWLEDGES AND REPRESENTS THAT THEY ARE AWARE OF THE LAWS, CITY CHARTER, AND CITY CODE OF CONDUCT REGARDING CONFLICTS OF INTEREST. THE CITY CHARTER STATES THAT "NO OFFICER OF EMPLOYEE OF THE CITY SHALL HAVE A FINANCIAL INTEREST, DIRECT OR INDIRECT, IN ANY CONTRACT WITH THE CITY, NOR SHALL BE FINANCIALLY INTERESTED, DIRECTLY OR INDIRECTLY, IN THE SALE TO THE CITY OF ANY LAND, OR RIGHTS OR INTEREST IN ANY LAND, MATERIALS, SUPPLIES OR SERVICE.....".

18. **PREPARATION COST:** THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL, OR PRESENTATION OF ANY PROPOSALS OR MATERIALS SUBMITTED IN RESPONSE TO ANY PROPOSAL, QUOTATION, OR PROPOSAL.

19 **MINOR DEFECTS:** THE CITY RESERVES THE RIGHT TO WAIVE ANY MINOR DEFECT, IRREGULARITY, OR INFORMALITY IN ANY PROPOSAL. THE CITY MAY ALSO REJECT ANY OR ALL PROPOSALS WITHOUT CAUSE PRIOR TO AWARD.

20. **PROPOSAL OPENINGS:** ALL PROPOSALS SUBMITTED WILL BE READ AT THE CITY'S REGULARLY SCHEDULED PROPOSAL OPENING FOR THE DESIGNATED PROJECT. HOWEVER, THE READING OF A PROPOSAL AT PROPOSAL OPENING SHOULD NOT BE CONSTRUED AS A COMMENT ON THE RESPONSIVENESS OF SUCH PROPOSAL OR AS ANY INDICATION THAT THE CITY ACCEPTS SUCH PROPOSAL AS RESPONSIVE.

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THE CITY WILL MAKE A DETERMINATION AS TO THE RESPONSIVENESS OF PROPOSALS SUBMITTED BASED UPON COMPLIANCE WITH ALL APPLICABLE LAWS, CITY OF TEXARKANA, TEXAS PURCHASING GUIDELINES, AND PROJECT DOCUMENTS, INCLUDING BUT NOT LIMITED TO THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS. THE CITY WILL NOTIFY THE SUCCESSFUL PROPOSER UPON AWARD OF THE CONTRACT AND, ACCORDING TO STATE LAW, ALL PROPOSALS RECEIVED WILL BE AVAILABLE FOR INSPECTION AT THAT TIME.

21 **FORCE MAJEURE**: NEITHER PARTY SHALL BE HELD RESPONSIBLE FOR LOSSES OR DAMAGES HEREUNDER, IF THE FULFILLMENT OF ANY TERMS OF PROVISIONS OF THE CONTRACT IS DELAYED OR PREVENTED BY STRIKE, WALKOUTS, ACTS OF GOD, OR PUBLIC ENEMY, FIRE, OR FLOOD.

22. TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

IF YOU CONSIDER ANY PORTION OF YOUR PROPOSAL TO BE PRIVILEGED OR CONFIDENTIAL BY STATUTE OR JUDICIAL DECISION, INCLUDING TRADE SECRETS AND COMMERCIAL OR FINANCIAL INFORMATION, CLEARLY IDENTIFY THOSE PORTIONS. THE CITY OF TEXARKANA, TEXAS WILL HONOR YOUR NOTATIONS OF TRADE SECRETS AND CONFIDENTIAL INFORMATION AND DECLINE TO RELEASE SUCH INFORMATION INITIALLY, BUT PLEASE NOTE THAT THE FINAL DETERMINATION OF WHETHER A PARTICULAR PORTION OF YOUR PROPOSAL IS IN FACT A TRADE SECRET OR COMMERCIAL OR FINANCIAL INFORMATION THAT MAY BE WITHHELD FROM PUBLIC INSPECTION WILL BE MADE BY THE TEXAS ATTORNEY GENERAL OR A COURT OF COMPETENT JURISDICTION. IN THE EVENT A PUBLIC INFORMATION REQUEST IS RECEIVED FOR A PORTION OF YOUR PROPOSAL THAT YOU HAVE MARKED AS BEING CONFIDENTIAL INFORMATION, YOU WILL BE NOTIFIED OF SUCH REQUEST AND YOU WILL BE REQUIRED TO JUSTIFY YOUR LEGAL POSITION IN WRITING TO THE TEXAS ATTORNEY GENERAL PURSUANT TO SECTION 552.305 OF THE GOVERNMENT CODE. IN THE EVENT THAT IT IS DETERMINED BY OPINION OR ORDER OF THE TEXAS ATTORNEY GENERAL OR A COURT OF COMPETENT JURISDICTION THAT SUCH INFORMATION IS IN FACT NOT PRIVILEGED AND CONFIDENTIAL UNDER SECTION 552.110 OF THE GOVERNMENT CODE AND SECTION 252.049 OF THE LOCAL GOVERNMENT CODE, THEN SUCH INFORMATION WILL BE MADE AVAILABLE TO THE REQUESTER. MARKING YOUR ENTIRE PROPOSAL CONFIDENTIAL/PROPRIETARY IS NOT IN CONFORMANCE WITH THE TEXAS OPEN RECORDS ACT.

23. CONFLICT OF INTEREST

THE PROPOSER SHALL NOT OFFER OR ACCEPT GIFTS OR ANYTHING OF VALUE NOR ENTER INTO ANY BUSINESS ARRANGEMENT WITH ANY EMPLOYEE, OFFICIAL OR AGENT OF THE CITY OF TEXARKANA, TEXAS.

BY SIGNING AND EXECUTING THIS PROPOSAL, THE PROPOSER CERTIFIES AND REPRESENTS TO THE CITY THE PROPOSER HAS NOT OFFERED, CONFERRED OR AGREED TO CONFER ANY PECUNIARY BENEFIT OR OTHER THING OF VALUE FOR THE RECEIPT OF SPECIAL TREATMENT, ADVANTAGE, INFORMATION, RECIPIENT'S DECISION, OPINION, RECOMMENDATION, VOTE OR ANY OTHER EXERCISE OF DISCRETION CONCERNING THIS PROPOSAL.

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The City revised its Request for Qualifications (RFQ) template to include the following wording related to Historically Underutilized Businesses (HUB's):

The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFQ; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

The City revised its Purchasing Policy to include the following wording related to Historically Underutilized Businesses (HUB's):

Local Government Code Chapter 252.0215 Competitive Bidding in Relation to Historically Underutilized Business, states that a municipality, in making an expenditure of more than $3,000 but less than $50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

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TEXARKANA
SYMPHONY ORCHESTRA

Proposal for Perot Theatre Management and Operational Services
Texarkana Symphony Orchestra

March 2, 2021

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA

March 2, 2021

Ms. Amanda Freeland
Purchasing Department
City of Texarkana, TX
220 Texas Blvd.
Texarkana, TX. 75501

Dear Ms. Freeland:

The Texarkana Symphony Orchestra (TSO) is pleased to submit a response to RFP#21-0000-01, in regard to the future management of the Perot Theatre.

The TSO organization and personnel are uniquely qualified to manage and operate the Perot Theatre to the benefit of all interested parties. TSO shares the City's interest in assuring that consistent, efficient and quality services are provided at the Perot Theatre to renters, customers and patrons alike, and that a new 21st century vision for the Perot Theatre is needed. We are committed to and understand the scope of services requested in this RFP.

The TSO is a non-profit organization, registered as a 501c3, in both the States of Texas and Arkansas. Our administrative offices are located at: 421 Hickory Street, Texarkana, AR, 71854. TSO's authorized representatives for any questions or negotiating during the RFP process include:

R. Andrew Clark, Executive Director
andrewtso@windstream.net
903-949-1264

Mark Van Herpen, Board Chair
mvanherpen@ledwell.com
903748-9532

Jennifer Doan, Board Member, Attorney
jdoan@haltomdoan.com
903-278-7485

We look forward to answering any questions you may have about our organization and vision for the future of the Perot Theatre.

Sincerely,

R. Andrew Clark
Executive Director

Mark Van Herpen
Board Chair

"The mission of the Texarkana Symphony Orchestra is to pursue, for all, the transformative power of symphonic music through excellence in live performance and education."

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2021-036 ATTH 03

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My SUBMIT TO: CITY OF TEXARKANA, TEXAS PUBLIC WORKS AND CONTRACTS DEPARTMENT MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501 CONTACT PERSON: **AMANDA FREELAND** TEL: 903-798-3942 amanda.freeland@txkusa.org	**CITY OF TEXARKANA, TEXAS** **REQUEST FOR PROPOSAL**

TITLE: **Perot Theatre-Management and Operational Services**	RFP #: **21-0000-01**	SUBMITTAL DEADLINE: **Tuesday, March 02nd, 2021 @ 2:00 PM CST**
PRE-BID DATE, TIME AND LOCATION: **Tuesday, January 26th, 2021, 10:00 AM CST,** **2nd Floor Council Chambers,** **For a walk-through tour and meeting** **(Virtual Tour)** **220 Texas Blvd, Texarkana, Texas 75501**		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED*

Enter Respondent Name:
Texarkana Symphony Orchestra

Enter Respondent's Business Name:
Texarkana Symphony Orchestra

Enter Respondent Address:
421 Hickory Street
Texarkana, AR. 71854

Enter the following information:

Telephone Number: ***(870)__773-3401_____***

Fax Number: ***(870)__773-3402_____***

Email Address: ***__andrewtso@windstream.net_____***

Federal Tax ID Number or Social Security Number. **20-4350824**

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

Authorized Signature **Title** **Executive Director**

R. Andrew Clark — March 2, 2021

Print/Type Name **Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Section A.—Experience and Qualifications

a. **Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation:**

The Texarkana Symphony Orchestra is a 501(c)3 incorporated in the following states:

State of Texas on 24 January 2006
State of Arkansas on 9 April 2007

Federal Tax ID# 20-4350824
DUNS# 956809383

b. **Location of the company offices.**

The Texarkana Symphony Orchestra's offices are located at:

421 Hickory Street
Texarkana, AR, 71854

c. **Location of the office servicing the city's account.**

The office that would service the City's account is:

421 Hickory Street
Texarkana, AR, 71854

d. **Number of employees.**

The Texarkana Symphony Orchestra currently has 1 full-time, 6 part-time employees, and full-time or part-time volunteers in the positions listed below. Additionally, the Orchestra hires approximately 100 contract musicians per year.

Full-time:	Executive Director
Part-time:	Music Director/Conductor
	Youth Symphony Conductor
	Bookkeeper
	Orchestra Personnel Manager
	Orchestra Librarian
	Graphic Designer
Volunteer:	Orchestra Operations Manager
	Marketing/Social Media Manager
	Chambers Singers Director
	Staff Accompanist

e. **Name, address, and telephone number of the Offeror's point of contact (account manager) for a contract resulting from this RFP.**

Offeror's point of contact shall be:

R. Andrew Clark, Executive Director
421 Hickory Street
Texarkana, AR. 71854
andrew@texarkanasymphony.org
870-773-3401 office

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870-773-3402 fax
903-949-1264 mobile

f. **Company background/history and Offeror's experience that qualifies you to provide the services described in this RFP. Included a narrative description of your firm's current and previous experience managing performing arts productions and/or facilities.**

The Texarkana Symphony Orchestra was founded as a professional orchestra by a group of inspired community patrons and presented its first concert on April 4, 2006. The Orchestra has called the Perot Theatre its performance home for 15 years. Our ultimate mission is to serve as a premier contributor to the cultural enrichment of the greater Texarkana area. The Orchestra endeavors to be a point of inspiration to the entire community, while serving as a catalyst for economic development through increased access to quality-of-life experiences. The Orchestra is recognized on the regional and national level as a model for artistic excellence, a leader in cultural preservation, and a champion for good governance.

The Texarkana Symphony Orchestra, like many other professional orchestras throughout the United States, is uniquely capable of managing the Perot Theatre. Orchestras, more so than any other arts organizations, understand that modestly sized theatres that serve primarily non-profit arts organizations, provide educational programs to the public, and nurture community-based arts and culture cannot wholly sustain themselves without a commitment to diverse and ever-changing programming. Our current leadership and board are deeply invested in the ability of the performing arts to transform lives, lift-up an entire arts community, and press for the right balance of artistic expression and sound business management. Since the arrival of our executive director in 2008, our business plan has focused on:

- Stability and growth in financial and human resources.
- Producing and presenting exceptional artistic programming.
- Building an increasing and diverse audience base.
- Creating exceptional education and outreach programs.

The Texarkana Symphony Orchestra, over the course of the last 15 years, has invested just under seven million dollars in becoming the largest producer/presenter of professional fine arts events in Texarkana. Our expertise has grown with each passing season, resulting in benefits to the community, orchestra and theatre that include:

- Managing complex production processes, personnel, and venue preparation for at least six, annual, large-scale events costing approximately $50,000 per event.
- Reorganizing the seating/price zones of the Perot Theatre in 2009, to better reflect audience buying habits, increase revenue, and remove the overly complex online seat selection process. These changes, in almost the same exact

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

configuration, were adopted by Texarkana Regional Arts and Humanities Council's Perot Theatre Series four years later.

- Providing the most consistent subscription series bringing both national and international artists to Texarkana in both classical and pops programming over the last decade.
- Creating a means for audience feedback through both hard-copy and online surveys, resulting in modifications of both Orchestra and Theatre customer services protocols.
- Negotiating complex contracts with artists from some of the most prestigious agencies in America and abroad. (e.g., Columbia Artists and Opus3)
- Establishing an "artistic advisory group" made up of both Orchestra board members and other interested community members to assist the music director and executive director in program planning, thus ensuring input from a diverse set of views within the community.

In addition to this organization-level expertise, the Orchestra's board and principal personnel represent a vast amount of experience and knowledge of theatre management, non-profit and for-profit business governance, grassroots fundraising, programming for diverse audiences, and organizational and community leadership.

g. Include examples of your firm's experience interacting with city councils or similar public governing boards.

The Orchestra staff and board have extensive experience with local city government as well as state and national appointments. Our executive director has worked closely with both the Cities of Texarkana, Texas and Arkansas on numerous projects, assisted the Hope, Arkansas City Manager with information about arts series and connections to area presenters, and currently serves as the vice-chair of Arkansans for the Arts a state-wide group lobbying and advocating for expanded funding for arts and cultural opportunities. Our music director brings experience working with three orchestras during major performing arts center renovation projects that included bond issues, multi-layer governmental negotiations, and lobbying on the importance of arts facilities in attracting economic development.

h. Describe, in detail, your firm's experience working with community support groups, affiliated foundations, and volunteer committees.

Please see the following table listing the Orchestra's work with area community organizations.

Partner	Type	Goal
Current and ongoing relationships with all school systems in Texarkana as well as those within a 50-mile radius of Texarkana.	Assistance in establishing, expanding, or enriching a string music education program; in-school musician and guest artist visits	Provide a means for underserved students to study music and to encourage exploration and attendance at events at the Theatre.

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Texarkana Independent School District	Provided input in the planning and design of the Sullivan Performing Arts Center	Assist the District in making sure that the new facility would meet the needs of not only the school's programs, but those of the orchestra, ballet, and multiple other community uses.
Pleasant Grove Independent School District	Collaboration with PGISD's drama program and showstoppers on TSO's Christmas at the Perot	Mutually beneficial production of a community "Radio City Music Hall" type of holiday production. Provide students with exposure to performing on stage with a live orchestra.
Salvation Army/Boys and Girls Club	Provided musical experiences and free admission to the Theatre for their afterschool program	Exposure to the Theatre and performing arts for underserved students.
Texarkana Area Chamber of Commerce	Provided musicians and planning for annual chamber banquet.	Created additional exposure for the Orchestra, musicians and its performances in the Theatre.
Arkansas' Governors Conference on Tourism	Provided musicians and planning for hosting the statewide conference in Texarkana.	Created additional exposure for the Orchestra, musicians and its performances in the Theatre.
Arkansans for the Arts Winter Retreat	Hosted the board and advisors of this statewide advocacy group in Texarkana.	Provided a means for this organization's board to experience downtown Texarkana, the Perot Theatre, and the Orchestra.
Texarkana Arts and Historic District	Founding member of this marketing and planning board.	Grow tourism and interest in Texarkana and its cultural opportunities
Texarkana Regional Arts and Humanities Council	Provided musicians and planning for events at the Regional Arts Center	Created additional exposure for the Orchestra, musicians, and its performances in the Theatre
Leadership Texarkana	Orchestra personnel on panel discussions and presentations annually	Created additional exposure for the Orchestra, musicians, and its performances in the Theatre
Texas Commission on the Arts	Orchestra personnel have served on statewide grants panels.	Created additional exposure for the Orchestra, musicians, and its performances in the Theatre
Arkansas Arts Council	Orchestra board members have served on statewide grants panels.	Created additional exposure for the Orchestra, musicians, and its performances in the Theatre
Texarkana area churches: Lonoke Baptist Church, First Presbyterian, First Methodist, St James, Williams Memorial, First Baptist, Hardy Memorial and numerous others.	Provide artist resources and produced concerts at these locations.	Created additional exposure for the Orchestra, musicians, and its performances in the Theatre
Bobbie A. Atkinson Foundation	Established longstanding relationships to provide free tickets to area University and College students to concerts at the Theatre	Exposing a whole new generation and their families to the Theatre and performing arts.

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Allegro Club, AR-TX Music Connection, Delta Kappa Gamma	Established ongoing support for our Youth Orchestra program providing scholarships and a means to attend TSO performances	Exposing a whole new generation and their families to the Theatre and performing arts.
Texas A&M University—Texarkana	Produce a academic year chamber music series on their campus; includes distribution of complementary tickets to Orchestra performances at the Theatre	Create a path for the numerous (non-local) resident students to experience Texarkana's downtown and Theatre.
Texarkana College	Provide musicians and guest artists for speaking engagements and performances	Create a path for the numerous (non-local) resident students to experience Texarkana's downtown and Theatre.
League of American Orchestras	Orchestra's ED served as a member of this national service organization's board for 4 years.	Created national exposure for the Orchestra, musicians, and its performances in the Theatre.
Veterans Service Organizations: American Legion and Disabled American Veterans	Speaking engagements and complementary tickets to performances that were geared to expressing gratitude for their service.	Exposing a different demographic of our community to the Theatre and live performing arts.
Numerous community clubs and organizations such as: Lions Clubs, Rotary Clubs, Masonic Lodges, Garden Clubs, the Junior League, Kiwanis Club and many more	Speaking engagements by the Orchestra's ED and MD in Texarkana, and the surrounding environs, Little Rock, Lubbock, and on a national level as well.	Creating exposure to the Orchestra, Theatre, and Texarkana.

i. **Resumes that detail your qualifications and experience for key staff to be responsible for performance of any contract resulting from this RFP. (e.g., CEO, operations manager, marketing manager, technical director).**
Please see resumes for TSO's key staff in Appendix A.

j. **Offeror's bank of record.**
The Texarkana Symphony Orchestra's bank of record is:
Commercial National Bank
224 E. 4th Street
Texarkana, AR. 71854
Account #817910

k. **Offeror must include in its proposal a complete disclosure of any significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Offeror or in which the Offeror has been judged guilty or liable.**
The Texarkana Symphony Orchestra has had no prior or ongoing contract failures, civil or criminal litigation or pending investigation thereof.

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l. **Provide documentation of your firm's financial resources for providing services and meeting other financial obligations (e.g., a copy of your firm's audited financial statement summaries and the notes to the financial statement for years 2014-2019).** Please see copies of the Texarkana Symphony Orchestra's annual audits for fiscal years 2014-2019 in Appendix B.

m. **Include disclosure of all sources of revenue and operating capital for your firm.** The Orchestra's annual revenue is derived from the following sources and percentages:

- Earned Revenue (ticket sales, program booklets, educational fees) **29%**
- Contributed Revenue (patrons, sponsorships, fundraising) **53%**
- Government Grants (City, State, Federal) **12%**
- Foundation Grants (Local and National) **5%**
- In-Kind Donations (including Perot Theatre free uses) **1%**

The Orchestra has a Conductors' Endowment invested with the Arkansas Community Foundation. Principal is $10,000.00.

Section B.—References

a. **Offeror should provide a comprehensive listing of previous and current clients for whom it has provided similar services.** Clients listed in the table below contracted large scale services from the Texarkana Symphony Orchestra and paid the Orchestra directly for those services.

Client	Service Provided	Dates of Service
Ouachita Baptist University	Orchestra personnel and production for school's performance of Handel's Messiah and an Opera Production	04/28/2009 11/09/2009
Lonoke Baptist Church and the Texarkana Regional Chorale	Orchestra personnel and production for annual Black History Month Celebration	02/11/2010, 02/20/2011, 02/26/2012, 02/24/2013
Cooper Tire	Orchestra personnel and production for annual Veterans' Day celebration at the Texarkana plant	11/10/2016, 11/09/2017
Arkansas' Governors Conference on Tourism	Orchestra personnel and production for statewide conference held in Texarkana	03/08/2015
MRC/Cornerstone Retirement Community	Orchestra personnel and production for their resident development events, grand re-opening celebration, and annual Christmas party	12/03/2013, 12/05/2017, 11/18/2019

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AG Edwards/Wachovia Bank Traveling Art Exhibit	Orchestra personnel and production for their client private party and grand opening of touring art show	09/05/2008
Texarkana Chamber of Commerce	Orchestra personnel and production for annual chamber banquet	01/24/2019
Junior League of Texarkana	80th Anniversary Celebration—provided orchestra personnel and production for no-charge as the League had just presented Orchestra with $100,000.00 gift	05/16/2006
Morriss Families	Orchestra personnel and production for 60th and 70th wedding anniversary, free to the public concerts.	December 31, 2008 December 31, 2018
Julia Mobley	Orchestra personnel and production for funeral of family member.	02/26/2008
Pafford/Gresham Wedding	Orchestra personnel and production for this large-scale wedding in Hope, AR.	02/01/2019

b. Include a minimum of two references from any local government, non-profit or business clients within the last three years.

Client Name	Project Dates	Client Name	Client Email	Client Phone
City of Texarkana, TX	Ongoing	David Orr	David.orr@txkusa.org	903-798-3902
City of Texarkana, AR	Ongoing	Kenny Haskins	Kenny.haskin@txkusa.org	870-779-4851
Texas A&M University--Texarkana	Ongoing	Emily Cutrer	Emily.cutrer@tamut.edu	903-223-3001
Texas High School, TISD	Ongoing	Arnie Lawson	Arnie.lawson@txkisd.net	903-277-1964
Commercial National Bank	Ongoing	Robert Sanderson	rsanderson@cnbtxk.com	870-773-4561
BancorpSouth	Ongoing	Kelly Rose	Kelly.rose@bxs.com	903-832-0340
Wilf & Henderson	Ongoing	Kelley Birdwell	kelly@wilhen.com	903-793-5646
Hilton Garden Inn	Ongoing	Barbara Walker	Barbara.walker@dpgpartners.com	903-255-4642
Yates Foundation	Ongoing	Sonja Hubbard	Sonja.hubbard@yatesgroup.com	903-277-2175

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Texas Pioneer Foundation	Ongoing	Fred Markham	fred@texaspioneer.com	512-757-2932
RoyOMartin Foundation	Ongoing	Carole Baxter	Carole.baxter@royomartin.com	318-473-2624
Vasco McCoy, Jr. Foundation, BankOZK	Ongoing	Kristie Dempsey	kdempsey@bankozarks.com	903-255-6313
Arkansas Arts Council	Ongoing	Patrick Ralston	Patrick.ralston@arkansas.gov	501-324-9770
Texas Commission on the Arts	Ongoing	Gary Gibbs	ggibbs@arts.texas.gov	512-936-6561
Texarkana Area Community Foundation	Ongoing	Ken Cox	Texarkanaarea@arcf.org	903-277-4730
Arkansas' Great Southwest	Ongoing	Paul Henley	Dolly.henley@gmail.com	870-777-7500
Four States Living Magazine	Ongoing	Robin Rodgers	fslmtxk@gmail.com	903-244-2918
Digital Press (formerly Texarkana Digital Press)	Ongoing	Jacob Cuthbertson	txkdigitalpress@gmail.com	903-716-8924
Townsquare Media	Ongoing	Andi Darby	Andi.darby@townsquaremedia.com	903-244-4282
KTXK	Ongoing	Steve Mitchell	steve@ktxk.org	903-748-4541
Julies Deli	Ongoing	Julie Furlow		
Channel 6	Ongoing	Joe Yates	jyates@ktalnews.tv	903-334-0285
Arkansas Graphics	Ongoing	Suzan Wittenburg	suzan@arkansasgraphicsa.com	501-376-8436
Texarkana Area Chamber of Commerce	Ongoing	Mike Malone	Mmalone@texarkana.org	903-792-7191
Sciolino Artist Management	Ongoing	Marianne Sciolino	marianne@samnyc.us	212-721-9975
PeterThrom Management, LLC	Ongoing	Peter Throm	peterthrom@me.com	734-277-1008
Opus 3 Artist	Ongoing	Sarah Gordon	sgordon@opus3artists.com	212-584-7529
Institutional Advancement UACCH	Ongoing	Dolly Henley	dollyhenley@gmail.com	870-703-4826
Commercial Bancshares, Inc.	Ongoing	Julia Mobley		903-831-4561
Nix Patterson	Ongoing	Cary & Lois Patterson	ccp@nixlaw.com	903-223-3999
Guaranty Bank & Trust	Ongoing	Robert Irwin		903-792-8600

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State Bank	Ongoing	Joe Nichols	Joe.nichols@statebankofdekalb.com	903-667-2553
Alexander's Jewelers	Ongoing	Van Alexander		903-832-3557
	Ongoing	Dr. Kirby Bunel		903-794-3331
Executive Director Conductors Guild	Ongoing	Jan Wilson	guild@conductorsguild.org	202-643-4791
League of American Orchestras	Ongoing	Heather Noonan	hnoonan@americanorchestras.org	202-776-0215

In addition, our board represents a wide cross-section of our community. Our Board has unanimously voted to submit this proposal and has approved it. Each serve as a member for the Orchestra:

Name	**Position**	**Address**	**Email**
Steve Bennett	Youth Symphony Conductor	6011 Pleasant Ln. Texarkana, TX 75503	steve.bennett@txkisd.net
R. Andrew Clark	Executive Director	2802 Landon Ln. Texarkana, TX 75503	andrewtso@windstream.net
Jennifer Doan	Board Member	6900 Summerhill Rd Texarkana, TX 75503	jdoan@haltomdoan.com
Micah Dorsey	Graphic Designer/Webmaster	2922 Main St. Texarkana, TX 75503	mdorsey@fbctexarkana.org
Nancy Jackson	Bookkeeper Staff	10 Arnold Dr. Texarkana, AR 71854	nancyemerson08@gmail.com
Remica C. Gray	Director of Operations	10 Cambridge Dr. Texarkana, AR 71854	remicag@aol.com
Tonja Luker Hays	Board Member	1300 County Rd #2310 Texarkana, TX 75503	tonjahays@mac.com
Victor Hlavinka	Board Member	22 Britan Pl. Texarkana, TX 75503	vh@arwhlaw.com
Don Howren	Board President	7102 Shadow Brooke Rd Texarkana, TX 75503	dhowren@msn.com
Jennell Ingram	Board Member	3403 Pine Knoll Rd Texarkana, TX 75503	ingramj@txkisd.net
Jo Kahler	Board Member	6306 N. Park Rd Texarkana, TX 75503	josephinekahler@hotmail.com
Dr. Susan Keeney	Board Member	3 Windmere Pl. Texarkana, TX 75503	skeeney@newborndoc.com
Lairie L. Kincaid	Board Member	7301 Gunstock Rd Texarkana, TX 75503	lairiekincaid@gmail.com

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Michael Malek	Board Secretary	1115 Fox Run Hope, AR 71801	mikemalek@cablelynx.com
Philip R. Mann	Music Director/Conductor	3204 30th St. Lubbock, TX 79410	conductormann@gmail.com
Paul McCash	Board Member	4 Lambeth Pl. Texarkana, TX 75503	pkmcjr@cableone.net
Dr. Robert McGinnis	Board Member	6709 Ridgecrest Pl. Texarkana, TX 75503	robertsmcg3@yahoo.com
Ronald L. Mills	Board Member	3000 New Boston Rd Texarkana, TX 75503	ron.mills@bxs.com
Judy Morgan	Board Member	1 Oakhollow Dr. Texarkana, TX 75503	judy@jbkelleyent.com
Diana Norwood	Personnel Manager	1813 Kensington Dr. Tyler, TX 75703	diamondviolin1@gmail.com
David Orr	City of Texarkana, TX Rep	220 Texas Blvd Texarkana, TX 75501	david.orr@txkusa.org
David J. Potter	Board Member	901 N. State Line Ave. Texarkana, TX 75503	dpotter@potter-law.com
Catherine Rickett	Orchestra Librarian	10 Dogwood Lake Dr. Texarkana, TX 75503	tsolibrarian@gmail.com
Lauren A. Ross	Board Member	1 Wade Trail Texarkana, AR 71854	lauren.a.bussell@gmail.com
Megan Schroeder	Board Member	P.O. Box 1201 Texarkana, TX 75504	megans@cableone.net
Lisa Sitterley	Board Member	6204 Deerfield Dr. Texarkana, TX 75503	lsitterley423@icloud.com
Robin Thomas	Board Member	PO Box 7441 Texarkana, TX 75503	rthomas@fbctexarkana.org
Beverly Tye	Board Member	6600 N. Park Rd. Texarkana, TX 75503	beverlytye1@gmail.com
Mark Van Herpen	Board Member	107 County Rd 2308 Texarkana, TX 75503	mvanherpen@ledwell.com
Denis Washington	Board Member	33102 Kevin St. Texarkana, TX 75503	denis.washington@regions.com
Philip White	Board Member	9502 Rhine Ave. Texarkana, TX 75503	pdwhite@cableone.net

Section C.—Proposal

The Texarkana Symphony Orchestra, upon being awarded the management contract, shall create a separate "dba," under which its operation of the Theatre will be conducted. All answers within this RFP Response use "Texarkana Symphony Orchestra," or "Orchestra" as a placeholder to this name.

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General

1. **If subcontractors are contemplated, a description of these persons or firms and the portions and monetary percentage of the work to be done by them.**
   The Texarkana Symphony Orchestra could potentially use a subcontractor for the following:
   - To contract with presenting firms/agents that require a commitment to more than one event/concert/film, over a number of years, and for a negotiated lower price. (e.g., the showing of Harry Potter films over a series of 3 years)
   - To build, launch, and maintain a new website for the Perot Theatre.
   - To contract with a marketing agency for data gathering and analysis.
   - To continue (e.g., Choice Ticketing) or establish new ticketing and CRM services.
   - To provide for the short-term rental of technical equipment required for client productions. (e.g., additional microphones, speakers, film equipment, risers, chairs—costs for such needs would then be passed on to the client)
   - To provide for the everyday office needs of the Perot as it relates to the long-term rental of business office equipment. (e.g., copiers/printers)

   Monetary percentages, while hard to predict, would likely never surpass 50% of the overall operating budget of the Theatre.

2. **Provide an introductory overview of your firm's management philosophy, vision, strengths, and weaknesses.**
   The Texarkana Symphony Orchestra's vision is to be recognized as a center of musical excellence—nourishing spirits and developing intellectual and creative capital that adds value for all. We seek to uphold the following core values:
   - We believe that a commitment to excellence sets us apart from our peers.
   - We believe that arts education is critical and fosters a life-long love of the arts and solidifies the next generation of arts patrons.
   - We acknowledge the vital link between financial stability and artistic growth.
   - We lead in building effective partnerships and creative innovation in all that we do.

   The Orchestra's commitment to managing our human resources focuses on:
   - Hiring the best artistic and administrative personnel available within our region, training them well, and expecting their highest quality work.
   - Creating a culture of mutual respect for each other's work and its value to the entire organization. We abhor the concept of micromanaging.
   - Establishing benchmarks for our staff and programming. Recognizing that our top priority is meeting the needs of our audience and patrons.
   - Providing adequate means for continuing education for all our top administrative and artistic staff.

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3. **Include information on the managerial and staffing resources that details the quality and depth of resources that will be provided to enhance effectiveness of the on-site management team and maximize operational and financial results to benefit the Perot Theatre and the city.**
   The Orchestra's administrative and artistic staff are experienced with managing the human resources of a complex operation including multiple layers of client, employee, contractor, and volunteer needs. We believe that the current staff of the Perot Theatre is capable, highly qualified, and possesses vast institutional knowledge. Upon being awarded the contract we would seek continue to use the talents of the current Theatre Operations manager, Technical Director, and Audience Services Manager in the new management organization. Furthermore, our transition team, our marketing team and our creative advisory board will work to enhance the Theatre management enabling our programming opportunities to rise to the next level. The Orchestra has a measured and proven program for achieving benchmarks and goals – a system we look forward to using with Theatre programming and management.

4. **A list of your firm's ownership or management of similar performing arts centers within the designated market which might be competitive or present a conflict of interest with the Perot Theatre for programming, visitor traffic and visitor spending. This would include all sister or parent companies, subsidiaries, or partnerships of your firm.**
   The Texarkana Symphony Orchestra does not own or manage any other performing arts facilities.

5. **A list of your firm's performing arts productions which might be competitive or present a conflict of interest with any other Perot Theatre programming, visitor traffic and visitor spending. If this section applies please include an explanation of your firm's approach to overcoming conflicts of interest.**
   The Perot Theatre is the Texarkana Symphony Orchestra's performance home. The Orchestra currently has a series of chamber concerts on the campus of Texas A&M—Texarkana, in order to further market the Orchestra across the community; however, the nature of this series would not cause undue competition with programming or events at the Theatre.

6. **A description of your firm's processes/procedures for responding to the city's inquiries and requests for information regarding management, marketing and operational issues related to the Perot Theatre.**
   The Texarkana Symphony Orchestra, as a 501(c)3, believes that all of its records are open and available for review by the public upon request. The Orchestra will implement a Theatre post-event evaluation process to include summaries of all pertinent personnel, financial, ticketing, attendance, and settlement data. This summary will be provided to the city within 2 weeks of the conclusion of any event. All other requests for information will be handled through the Theatre Operations Manager and/or the Executive Director within 2 business days. Both the Executive Director and the Theatre

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Operations Manager will be available to meet face-to-face with a city liaison as needed or requested.

7. **Methodologies and commitment of your firm in assisting the city in preparation of report materials related to City Council approvals of leases, licenses, budgets, promotional activities, and related documents. Upon request by the city, Offeror shall attend City Council meetings that require information or Council action regarding Perot Theatre related business issues.**
   The Orchestra, as mentioned in #6, shall provide the city with a post-event summary within 2 weeks of each event in the Theatre. Furthermore, the Orchestra will provide monthly financials for the Theatre, and any other contract material requiring routine inspection of the City Council as requested. The Orchestra will provide a calendar of Theatre events for distribution to City Council members on a monthly basis. The Executive Director, the General Manager, and/or members of our transition team or our Executive Board will attend any City Council meeting upon request of the city.

Programming

Provide a detailed description of the methodologies your firm will utilize to develop and implement both short and long-term programming strategy for the Perot Theatre. Offerors shall address each of the following in order:

1. **Your firm's conceptual vision for programming at the Perot Theatre, including touring products, non-art rentals, and local performing arts projects.**
   It is our belief that the Texarkana Symphony Orchestra, its personnel, and its board are uniquely qualified to manage and operate the Perot to the benefit of all interested parties. Currently, and for many years, TSO's annual series of concerts is the only consistent subscription series in the Theatre. Finally, TSO shares the City's interest in assuring that consistent, efficient and quality services are provided at the Perot to renters, customers and patrons alike, and that a new 21st century vision for the Perot is needed. We envision a programming season that includes:
   - Events that represent all types of performing arts and genres with input from the community.
   - Assuring that the annual number of events at the Perot is equal to or exceeds that of comparable venues and cities.
   - Expanding local use of the Theatre while continuing the long-standing programming of the Symphony, Texarkana Regional Arts and Humanities Council, the community ballet, and local dance studios.
   - Creating a means and interest in non-traditional rentals/usage of the Theatre.
   - Working with the Arts and Historic District to increase out-of-town tourism by using the Perot and its events as the center of attraction.
   - Assisting the City of Texarkana, Texas with plans for renovation and expansion of the Theatre.

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As veterans of the industry, we understand that it is highly likely that the 2021-2022 season will also be impacted by the status of the recovery from the global pandemic. All stakeholders will have to realize that event occupancy, bookings, and revenue potential may still be limited during that time. Moving forward we believe that at a minimum each season should include events at the Theatre on at least 3 out of every 4 weekends as well as regular weekday uses. These events would be centered around genres such as:

- TSO Concert Series
- TRAHC's ArtsSmart Series (weekday educational programming)
- Film/Movie Series
- Perot Theatre Series, representing the following:
  - Live theatre
  - Broadway
  - Comedy
  - Popular Music—Rock, Country, Contemporary Christian
  - Locally grown, nationally recognized talent from the Ark-La-Tex
- Presenters/Touring Shows (similar to the genres under Perot Theatre Series)
- Local Use/Community Events
  - Dance Studios
  - Four States Bandmasters
  - Chamber of Commerce Speakers
  - Beauty Pageants
  - Silvermoon Children's Theatre
  - TexRep (We would encourage them to bring a large-scale live event back to the Theatre.)
  - Churches and Civic Clubs
  - Weddings and Receptions
- National Traveling Shows, Radio and TV, such as:
  - "Wait, Wait Don't Tell Me" from NPR
  - "Prairie Home Companion" from NPR
  - News Channel morning shows broadcast from the stage
  - Lecture Series of National Speakers on current events
- Develop additional new programming with surrounding partners which might include events such as:
  - Indie Band Series
  - Chefs cook-off on stage with audience and emcee
  - Opera production
  - Gospel music festival
  - Art-film festival
  - Festival modeled after Dallas' Soluna Festival

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2. **Ideas for partnership with other downtown properties such as: The Silvermoon and Pecan Point Brewing in conjunction with the Perot Theatre and/or adjacent properties.**
The Texarkana Symphony is committed and experienced in encouraging collaborations between other local downtown based arts organizations and restaurants. Two examples of our previous work include:
    - Annual Silvermoon reception after the Christmas at the Perot concert.
    - Encouraging our musicians with lists of "preferred" restaurants/vendors downtown.

   Moving forward we would work through the Arts & Historic District, other area non-profits as well as the for-profit businesses to:
    - Provide preferred business lists for shopping and dining.
    - Development of a "Downtown Arts Pass" that both residents and visitors could use to experience more than one cultural event in one day/evening.
    - Encourage local restaurants to develop a particular dish/appetizer/dessert/drink around the theme of a concert, show, or event, and then join marketing forces to drive ticket sales and dining revenues.
    - Renewed interest in joining art organizations together for a series of performances such as:
        - Symphony and Silvermoon (orchestra providing the live musicians for one of their children's' musicals at the Perot)
        - Symphony and TRAHC joining concerts and art shows around a central theme for a series of concerts.
        - Museum System and the Perot Theatre joining forces for a series of lectures and walking-tours on Architecture.

3. **A description of your firm's approach to developing a written (5) five-year strategic programming plan that is linked to marketing and financial plans.**
Upon being awarded the contract the Orchestra will convert its Perot Theatre management exploratory committee into a transition committee. This transition committee will then begin the process developing a five-year strategic plan for the Theatre. As has been the Orchestra's previous practice we will use a team-based planning process that incorporates input from all stakeholders as well as the community at-large. We would envision that a portion of this plan would be modeled after a "strategic doing" framework so that some of the most pressing transition needs and changes can be accomplished quickly. The plan will center around the following essential goals listed in item #1 above:

4. **The strategies your firm will utilize for increasing the number and scope of uses of the Perot Theatre and generate increased rental revenue.**
The Orchestra believes that expanding the use of the Theatre will be driven primarily by:
    - Concerts, shows, events that have targeted appeal and are backed by community support and input.

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- Face-to-face appeals to local businesses, clubs, unions, schools. The goal of these appeals will be to acknowledge that it is a new day at the Perot Theatre and we want your business whether it is a speaker, conference, reception, dinner, or any other creative idea in which the Theatre could play a role. This work may mean being able to negotiate reduced rates to drive users with the end goal of creating more revenue through greater volume.
- New, expanded and excellent marketing pieces targeted to specific demographics and concentrated in social media and direct appeals.
- Customer satisfaction—this means from the moment of ticket purchase, to concert experience and after event follow-up everyone feels special. Ultimately this drives the absolute need for the planned renovations to the Theatre.

5. **Your firm's assessment of the current programming mix and quality of current programming.**
   Outside of Texarkana Symphony Orchestra performances, educational events/performances, and community dance studios, the current programming mix is woefully inadequate. Current management seems to have lost its ability to program a series that appeals to the various demographic segments of our community and or attract visitors. In contrast, our philosophy is that the programming of the future will be based on:
   - Overall artistic and aesthetic quality in all genres. (e.g., excellent performance or show with proven results in markets similar to Texarkana)
   - Community input and feedback;
   - The potential to attract out-of-town guests;
   - A mix of locally produced or presented events and outside presenter rentals;
   - Niche events, such as those already listed above "battle of the local bands," "art film festival," "Wait, Wait Don't Tell me from NPR," "gospel music sing-alongs;" and
   - Keep and expand the "Perot Holiday Traditions" event.

6. **Third-Party Vendors**
   The Texarkana Symphony Orchestra would contract with third-party vendors for the following:
   - Ticketing and CRM software
   - Design and Publication of the Playbill or Similar Theatre Programs
   - Design and Publication on an annual Theatre brochure
   - Food and Beverage Services (if eventually expanded)
   - Local and regional sound and stage equipment companies for gear as needed for lessees.
   - Artists management agencies or presenters for portions of the annual Theatre programming.

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7. **Free usage of the Perot Theatre will be provided to the following:**
   a. **TRAHC shall receive (10) ten free uses—paid for by the HOT account.**
   b. **Texarkana Symphony Orchestra shall receive (10) ten free uses—The City shall pay from the Perot Rental account.**
   c. **Texarkana College shall receive (5) five free uses—Per the City's Discretion.**
   d. **Texas A&M-Texarkana shall receive (5) five free uses—Per the City's Discretion.**

   The Texarkana Symphony Orchestra would transition to a flat, 3-tier system of rental rates for performances and rehearsals within the Theatre.
   i. Commercial
   ii. Non-Profit
   iii. Designated Local Non-Profit. (TSO, TRAHC, A&M, TC, City of Txk, TX)

   Certain labor (stagehands and ushers), ticketing, administrative fees, and janitorial services would be included in these flat rates. Other labor costs, such as additional box office hours, ushers, equipment rentals, food and beverage services would be based on the prevailing regional rates and apply to all lessees. Spaces such as the Mezzanine or Stage would be available for rent for uses beyond those traditionally associated with a performance (e.g., receptions, dinners, meetings). It is our belief that a transition away from "free" uses of the Theatre should be implemented, and the Orchestra is committed to working with the City on such a plan.

Marketing & Promotion

Provide a detailed narrative to describe your firm's approach to marketing and promotion of the Perot Theatre. This narrative should fully describe the methodologies your firm will utilize. Offerors shall address each of the following in order:

1. **Crafting a written (5) five-year strategic marketing plan, linked to a (5) five-year programming plan and your ability to provide the plan *within a (5) five-month period from the effective date of the Management Agreement.* Provide an actual example of a strategic marketing plan you have developed.**

   As previously noted, upon award of the contract the Orchestra will convert is exploratory committee into a transition committee that will develop a strategic plan. One of the components of that plan will be a marketing strategy that revolves around diverse and changing audience tastes, the concept of what the public views as "art" or "entertainment," and ensuring that our means of communicating our messages and events keep up with current trends. One thing has become clear for the Orchestra: the Texarkana market is increasingly one that desires flexibility in event/performance choices, ticket buying, and exchanges. We believe a good marketing plan includes the following:

   - Understanding of the current environment for marketing in a community
     - What do people watch, read, pay attention to the most?
     - What are the differences between the core audience (buys no matter what is offered) and the "new or first time" buyer?

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- Audience Profiles
  - For both Season, Single, and Group Tickets: 5-year history of all events, performances, productions
    - Number of tickets sold
    - Number of complementary tickets
    - Demographic data acquired
    - Renewal and attrition rates
    - Methods used to sell the tickets: online, telemarketing, brochure, word-of-mouth.
  - Marketing Strategies for Season, Single, and Group Sales
    - Target Marketing
    - Pricing
    - Marketing Mix—online, radio, tv, magazines...
  - Marketing Budget
    - Projected Expenses
    - Projected Revenues
    - Nonmonetary gains—someone buys a single ticket and leads to a season ticket.
  - Marketing Evaluation
    - Audience surveys
    - Staff assessments

2. **Broadening promotional opportunities with regional media marketing departments, newspapers, journals, radio, television, and related media according to hotel occupancy tax funding requirements. (Texas Tax Code Sect. 351.101)**
   The Orchestra will maintain and build upon the Theatre's presence in area news/society magazines while making a new effort to place the Theatre in travel guides for Arkansas, Louisiana, and Texas and in national publications when appropriate. Our own take on marketing through newspapers is that it is on a steep decline. While we would seek to maintain some marketing material in local area papers and monthly local publications, most dollars will be converted to social media and targeted online advertising efforts. We do believe that radio and television are still an important place for marketing—tailored to the particular needs of the event.

3. **Utilizing the internet to build marketing and promotional opportunities.**
   This is the future of marketing in arts and entertainment, period. The Orchestra would be committed to:
   - Building and maintaining a separate stand-alone website for the Perot Theatre, with an excellent ticket buying interface.
   - Having social media as the top priority in messaging and marketing concerts and that these link to the website where more details may be found.
   - Exploring the creation of an app for the Theatre, or in conjunction with the Arts & Historic District to further facilitate downtown arts opportunities.

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- Employing geofencing ads to target the millennial audience.
- Creating graphics that are uniform across all internet and print based media.
- Take advantage of both in-house and third-party means of targeted audience marketing.
- Creating a means for online messaging to translate into the "word of mouth" or person-to-person invitations.
- Insist that content placed online meets a high standard, is consistent with the values of the Orchestra, Theatre, and City, and works to build crowd interest in the Theatre itself or an event.

4. **Management Company will actively market, solicit, and maintain relationships with third-party music industry promoters.**
The Orchestra is already approached by many of these vendors regarding their traveling shows and performances and availability for Texarkana. It is our intention to engage these organizations further and with intend to build an ongoing business relationship.

5. **Contract includes $10,000.00 for Marketing Purposes.**
The Texarkana Symphony Orchestra, based on experience and understanding of marketing buys within the region, believes that this figure is woefully inadequate to properly market the Theatre by a local company. We would expect this to be a point of negotiation. The Orchestra regularly spends in excess of $60,000.00 (in addition to the cost of our event programs) just to market the Orchestra's concert in the Theatre.

6. **Cultivating marketing and promotional opportunities through partnering with other cultural and entertainment entities (e.g., Chamber of Commerce, Main Street Texarkana, or private corporate sponsorships).**
The Orchestra would expand its own work in building community partnerships with the Theatre. In particular, we would implement the following:
    - Private, Foundation, Corporate sponsorships as underwriting for Theatre events, therefore decreasing overhead and increasing possible profits.
    - Work closely with the Chamber of Commerce, Main Street, and both Cities, in creating entertainment options in attracting conferences, conventions, and larger events to the City.
    - Providing opportunities for tourism discounts to events when booked as packages through the Chamber other appropriate firm.

7. **Developing marketing and promotional opportunities through partnering with other city Departments as well as other city groups that promote downtown Texarkana, TX.**
As mentioned in our programming responses, the Theatre should be at the center of partnerships and events happening in downtown Texarkana. We strongly desire to assist the City in moving forward on the capital campaign and plans for renovation and expansion of not only the Theatre but the planned surrounding park and farmers

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market. This would provide the platform for a festival/residency event over a period of days that features important downtown landmarks and the Theatre. (e.g., Our interest in starting a Dallas Symphony Orchestra like Soluna Festival that features all sorts of concerts and events of differing variety in not only the Meyerson, but surrounding parks, building lobbies, and restaurants.). Furthermore, we believe that there are many opportunities for collaboration that should be explored:

- Planning sports related events/speakers in the Theatre when the Parks & Recreation Department hosts tournaments or for example in cooperation with the United Way's Live United Bowl.
- Creating a "state of the city" event to feature speaking opportunities for the mayor, city staff, county officials, and state-level officials to interact with the community—townhall meeting style in the Theatre.
- Using the Perot as a centerpiece for speakers and continuing education offerings of the City.
- Working with HATT and other such agencies to provide a means for the underserved in our community to experience the Theatre.

8. **Developing marketing and promotional opportunities through partnering with departments of the county, state, other governmental and not-for-profit agencies including the local and state agencies responsible for development of the arts, conventions, travel, and tourism.**

The Texarkana Symphony Orchestra has long and cultivated relationships with governmental entities in both Texas and Arkansas as well as nationally recognized service organizations. Since we are already marketing the Theatre through our performances, we will expand these relationships further. Some of the ways the orchestra has already participated in these endeavors:

- Assisting with hosting the Arkansas Governor's Conference on Tourism.
- Attending with marketing materials both Texas and Arkansas state arts conferences, as well as national service organizations.
- Having board members serve on state-wide arts or tourism related boards in both Arkansas and Texas, and regularly reporting on events in Texarkana.
- Having a link for information on the arts through the League of American Orchestras and the National Association of State Arts Agencies in Washington, D.C.
- Participating in the creation of a "public value" messaging toolbox that used the Texarkana Symphony and our community as a model for portions of the kit. (This material is updated regularly and remains on the League of American Orchestra's website.)
- Providing Texas and Arkansas state legislators with regular information on our events and concerts which then appear in their email communications to constituents.

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9. **Designing and maintaining a quality maintenance and training program as a key component of the marketing program to ensure the Perot Theatre is in consistent visitor ready condition; clean, safe, and operable at all times.**
   The Orchestra will insist on superior training of all employees, part-time workers, and volunteers who will face the public. This training would include skills, appropriate dress, and training on dealing with problematic customers. To facilitate this training, we would bring in a customer service manager from a larger Theatre or Performing Arts facility, as well as other customer service training programs. In regard to the condition and cleanliness of the Theatre we will create a daily check list to be completed by a designated employee at the beginning of each day, in the middle of the day, and before close.

10. **Establishing and administering specific standards in the recruitment, training, and supervision of all personnel, full and part-time related to guest relations. Proposal must include your Company's *Customer Service Philosophy*.**
    The Texarkana Symphony Orchestra will seek to hire only those persons who are capable of and desire to work with people on a daily basis. Regular continuing education and evaluations for staff will ensure that all who wear the Theatre uniform will adhere to and follow customer service protocols. The Orchestra has and will continue to depend on the Theatre for a large percentage of our interactions with patrons and general public. We will develop a Customer Service Philosophy that includes the following elements:
    - Great customer service begins with happy, highly trained, and motivated personnel (staff and volunteers).
    - That all patrons and customers of ALL entities renting the Theatre are greeted and treated with respect.
    - Clear theatre guidelines for ticketing and audience assistance are in place and that all personnel know the chain of command should problems arise.
    - Customers will be handled by
      - Greeting that is personal and friendly
      - Listening and/or gentle questioning to access the customer's need
      - Providing a solution(s) to the customer's needs
      - Ensuring that the solutions are to the satisfaction of the customer or whether higher level intervention is needed.
      - Thanking the customer in a manner that will lead to their return as a patron or ticket buyer.

11. **Include your philosophy and plans for staff uniforms, grooming standards, employee recognition and related personnel standards.**
    The Texarkana Symphony Orchestra would modify its existing Personnel Policy manual (see Appendix D), to include a Theatre personnel and operations subsection. We firmly

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believe that personal appearance is critical for all public-facing employees. To that end, and to relieve some of the burden of clothing expenses, we would:

- Provide uniform shirts for all full-time, part-time, hourly and volunteer staff.
- Require coat and tie or appropriate business attire for top level personnel at events.
- Continue the dress code and uniform vests for ushers.
- Require all black uniform attire for stagehands.
- Require name badges or lanyards.

The Orchestra is committed to building a sense of "family" within our employees and therefore would always seek to celebrate work accomplishments, achieved goals, and exceptional service to the Theatre.

12. **Provide a listing of the industry associations, organizations, and publications in which your firm and key staffing resources are actively involved. Include information regarding the number of years of active membership or any recognition, achievements or honors received from these industry associations and publications by your firm and staffing resources.**

- League of American Orchestras
  - Member orchestra since 2007.
  - Music Director
    - Conducting Fellow (prestigious appointment of no more than 6 emerging conductors)
    - Panelist at national conference
  - Executive Director has
    - Served as chair of the Group 7&8 Constituency which represents more than half of all orchestras in the U.S.
    - Served on the National Board of Directors
      - Worked to develop the public value toolbox.
      - Served on the committee on diversity and engagement, leading to the Texarkana Symphony Orchestra own policy on diversity.
    - Regularly attends the League's Mid-Winter Conference which in many ways serves as an extension of the Association of Performing Arts Professionals conference for orchestra/theatre/presenters to engage with arts management agencies.
  - Recipient of the Noteboom Governance Grant
- Board Source
  - Member since 2012
  - Hired consultants from Board Source to travel to Texarkana to conduct workshops and governance and a non-profit boards role in fundraising.
- Conductor's Guild

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  - Member Orchestra since 2017
- Arkansans for the Arts
  - Member
  - Executive Director serves currently as Vice Chair
  - Hosted this organizations annual retreat in Texarkana in January 2020.
- Arkansas Arts Council
  - Recipient of the Emergent Arts Grant Program
  - Annual recipient of Arts Council funding
  - Volunteer Director of Operations, Remica Gray, serves as chair of the Arts Council and was nominate for the role first by Governor Mike Beebe and renominated by Governor Asa Hutchinson.
  - Board member, Mike Malek, served two terms on the Arkansas Arts Council appointed by Governor Mike Huckabee.
- Texans for the Arts
  - Member
  - Executive Director has participated in two Advocacy Day program in Austin and virtually.
- Texas Commission on the Arts
  - Recipient of both Arts Create and Arts Respond grants since 2009
  - Executive Director as a grant review panelist

Operations

Provide a detailed narrative to describe your firm's approach to operations management of the Perot Theatre. Offerors shall address each of the following in order:

The Orchestra, as mentioned before, believes that open communication, excellent training, and superior customer service are key to operating the Theatre. Upon award of the contract, we will work to:

- Develop and operations transfer plan and calendar
- Take inventory of all Theatre assets
- Prepare and send a letter of introduction to all current and former business partners about the new management and our desire to establish working relationships to our mutual benefit.
- Prepare and send a letter of introduction to all Perot Theatre Series season ticket holders (in the past 3 years).
- Update or create job descriptions
- Create an Employee Policy Manual (based on the Orchestra's current manual)
- Hire theatre management staff (with full intention to carry over some of the current staff into new roles)
- Prepare and implement a continuing education program
- Hire any vendors for janitorial services

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- Review, renew, extend, or cancel office supply and equipment contracts
- Review and renew or renegotiate Choice Ticketing Services

During the first year of the contract the Executive Director of the Orchestra will work closely with the City, hire a General Manager for the Theatre, and then train and transfer the day-to-day operations to that individual. It has come to our attention that the City of Texarkana, TX may transfer the current Director of Theatre Operations to a role as an employee of the Cit. If this occurs, we anticipate negotiations on this staffing arrangement.

1. **An operations staff for the Perot Theatre.**
   See narrative above.

2. **Recruitment, training programs and supervision of all operations staff to ensure optimum quality standards will be achieved in programming, marketing and promotion, financial accountability, community relations, custodial, security, and other related operational functions.**
   See narrative above.

3. **A positive and cooperative relationship with all users of the Perot Theatre, as a collective group and as individual businesses seeking advice and assistance for mutual success. Include specific ideas for generating user support of the Perot Theatre policies and procedures, special event and promotional activities, and related operational issues.**
   See narrative above.

4. **A positive and cooperative relationship with the city, its contract administrator, and city staff that interact with the Perot Theatre on a regular and ongoing basis, including, Economic Development Planning, Redevelopment and Grants, Marketing, Parks and Recreations, Police, Fire and Finance Departments and other related personnel.**
   See narrative above.

Parking

Provide a detailed plan your firm would utilize in managing an efficient parking program for the Perot Theatre. Your firm's plan should include the following elements: (Proposing Management Company will provide the City with a Parking Plan for events.)

Upon award of the contract, the Texarkana Symphony Orchestra will work with the City and local business owners on developing a parking plan that includes:

- A parking map and guide to be included with all future ticket purchase. (This map will include clearly marked handicapped parking availability, which is the most often voiced complaint to the Orchestra about the Theatre.)
- Address the critical (and exciting!) impact that new downtown housing will place on the current parking situation.

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- Explore additional, off sight parking lots to lease for:
  - Valet parking for Theatre VIP packages
  - Shuttling for large attendance events
  - Orchestra musicians or Theatre performer parking

1. **Utilization of the parking inventory currently available, with priority given to on-site parking requirements for related programming and secondary parking uses for offsite activities that will enhance facility revenues.**
   The Orchestra has worked with the existing parking at the Theatre for years and is cognizant of the issues that need to be addressed. We are willing to explore all parking options including considering working with the City to provide and potentially monetize premium parking for customers at various events. The Orchestra is also willing to partner with local restaurants for dinner and event parking and to partner with the City transportation system to provide off site safe parking and transportation to and from Theatre events.

2. **Potential for valet parking, including an assessment of the value to having a valet service. If valet service to patrons is deemed important, describe how your firm would implement an effective, patron friendly valet service at little or no cost to the city.**
   The Orchestra is willing to explore valet parking services through Leadership program of various local schools in the ArkLaTex community. These Valet services are provided free to the Theatre in exchange for Leadership credit hours for students. The Orchestra is also willing to explore paid valet parking services to various events as needed.

3. **Other transportation/parking concepts not currently in place that would provide easier access to the facility and stimulate visitor traffic to the Perot Theatre in general.**
   The Orchestra's community advisory board and marketing personnel have a wide variety of creative options to explore with respect to various parking options for the City to consider.

Finance & Accounting

The Perot Theatre fiscal year is October 1st -September 30th. The preliminary budget is due June 15th for each following fiscal year and that budget, following City Council and public input, is adopted in mid-September. (NOTE: these dates are subject to modification at the discretion of the City Manager or his designee.). Include a depiction of your firms approach to each of the following points:

The Orchestra anticipates no issues with the Theatre's fiscal year, although it is an unusual schedule in the industry. We will need to negotiate the budgeting process for the first year, since management will be assumed after the deadlines and dates above.

1. **Provide a detailed description of your firm's approach to establishing and implementing an effective finance and accounting program for the Perot Theatre.**

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See a copy of our Financial Policies and Procedures (Appendix G). The Orchestra intends to adopt and follow our established financial practices and policies and implement and modify them as needed to fit Theatre operations. See below.

2. **Preparation of annual operating budgets to include a revenue model with reflects revenue from operations as well as from other sources, including city subsidy funds. Include your firm's proposed proforma income, expense, and net operating income/loss statements in detail for year 1 and summary for years 2-6. Detail how your firm proposes to attain the financial performance required to annually increase the revenues and reduce expenses for the Perot Theatre.**

The Texarkana Symphony Orchestra feels that this item is difficult if not impossible to prepare without the detailed financial information such a plan would require. This is principally due to the lack of information from the City and current management on staff salaries for those positions we would anticipate transferring to our organization. Furthermore, it is also difficult to forecast an accurate budget for year 1 not know what commitments the current management has already made on behalf of the Theatre.

PEROT THEATER BUDGET PROFORMA

Revenue

City Management Fee
Contributions
Grants
Program Ads
Concessions
Theatre Rentals
Fees
Merchandise
Ticket Handling

TOTAL

Expenditures

Personnel
Theatre Profit Split
Ticket Handling--Choice Contract
Ticket Handling--Enhancement Account
Theatre Supplies
Marketing
Office Supplies and Equipment
Utilities

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Contract--Website and Graphic Design
Contract--Janitorial Services
Contract--Drinks and Concessions

TOTAL

3. **Proposed interim reports recommended summarizing monthly/quarterly revenues and expenditures (including reconciliation of actual performance to budget) status of current and projected patron attendance, advertising, marketing, events (including self-promotions and rentals), affirmative action and any other statistical reporting which your firm considers relevant and important to the city. Provide examples of each type.**
   Please see reconciliations mentioned earlier and monthly reports of all finances that will be provide to the City.

4. **Primary financial and administrative controls which your firm plans to implement at the Perot Theatre. Include discussion on what steps your firm will take to ensure compliance with all applicable local, state, and federal laws, statues, guidelines and related rules and regulations.**
   Please see a copy of the Orchestra's financial policies (Appendix G) which will form the basis of creation of the same for the Theatre.

5. **Financial and administrative system and procedures that your firm proposes to implement at the Perot Theatre. Include a statement of understanding that all of Offeror's records pertaining to services under the Management Agreement are open and available to review and inspection by the city.**
   We understand that all financial records pertaining to the Management Agreement are open and available for City and public inspection.

6. **Controls, procedures, and policies your firm will implement to ensure the continued safeguard of all fixed assets and supply inventories, including the acquisition, disposition, and transfer of assets. Including an example of your firm's annual inventory inspection status report.**
   Please see the copy of the Orchestra's financial policies (Appendix F) which will form the basis of creation of the same for the Theatre. Inventory inspection checklist will be created upon award of the contract.

7. **Funding of reimbursements to pay authorized expenses for operation and maintenance of the Perot Theatre. The city prefers the current method, which is for the Perot Theatre to request reimbursement from the city from qualified budgeted amounts.**
   The Orchestra would agree to mutually authorized expenses for operation and maintenance being paid on a reimbursement plan.

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Staffing Plan

Provide a narrative to describe your firm's approach for developing and implementing a qualified, professionally trained, cost effective staffing plan for the management, programming, marketing, promotion, operations, and services of the Perot Theatre. This description should include each of the following points:

1. **Your firm's staffing plan for the management, programming, marketing, promotion, and operations of the Perot Theatre. Include full-time, part-time regular, part-time occasional, volunteers and related staff to be available on-site. Provide a proposed organizational chart, job description for each staff classification, qualifications for each position and a proposed salary rage for each staff person to be employed by Offeror for the Perot Theatre. (60) sixty-day employee decision on transfer of Management Company.**

   The following staff would be anticipated in the new management company:

   - General Manager (full-time, hired during year-one)
   - Director of Theatre Operations (could be a City employee)
   - Technical Director (full-time)
   - Audience Services Manager (full-time)
   - Marketing Manager (part-time, salary)
   - Janitorial Services (contracted, or part-time hourly)
   - Stagehands (part-time, hourly)
   - Lighting and Sound Operators (part-time, hourly)
   - Stage Manager (part-time hourly)
   - Head Usher/Front of House manager (part-time hourly)
   - Concession Services (contracted or part-time, hourly)
   - Security Services (contracted or part-time, hourly)

2. **Identify the point person to serve as the primary contact for the city. Provide professional bios for the primary contact and other key staff who report to this individual.**

   At the onset of being awarded the contract, and for the first year, R. Andrew Clark, executive director of the Orchestra will be the primary contact. It will be a goal of the Orchestra to eventually hire a General Manager, who would report to Mr. Clark and become the primary contact with the City.

3. **Operational functions that may be subcontracted, with a narrative explanation supporting the decision to subcontract those functions, including theatre parking, valet parking, food and beverage (if approved by the city), custodial maintenance, and related functions.**

   The Texarkana Symphony Orchestra would reserve the right to subcontract Theatre parking/valet parking management, food and beverage services and custodial functions, and security, based solely on providing superior service with the least expense to the Theatre.

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4. **Offeror's employee benefits program, including health/medical, life insurance, disability, retirement, 401k, bonus, vacation/sick leave/holiday time, and related benefits.**

   The Orchestra currently offers health and medical insurance to its full-time employees through the City of Texarkana, TX, plan. Vacation/sick leave/holiday time would follow the Orchestra's current Employee Manual. Currently, the Orchestra does not offer retirement, 401K or life insurance benefits. Bonuses would be structured as team awards for goals accomplished based on evaluation of the executive director and board.

5. **Offeror's implementation and *transition plan*. Include your proposed timetable for a seamless transition, your approach to the evaluation of the current staff, and all other related transitional elements.**

   Upon being awarded the bid our exploratory committee will become the transition committee. Tasks this committee will undertake immediately and concurrently will be:

   - Strategic planning including further data collection, interviews with current staff, polling of current subscribers to season tickets at the Theatre, and input from the general public.
   - Audit of the financials of the Theatre, as well as its operational functions—seeking to identify immediate needs and ways to eliminate costs and increase revenues as soon as possible.
   - Evaluation of the current management company's prior commitments of the Theatre during the 2021-2022 season, as well as inviting them to continue their ArtSmart student shows in the Theatre.
   - Administrative functions including setting up of separate bank account, inventories of supplies and equipment and meeting with City regarding and needed capital upgrades that may be possible during the spring/summer of 2021.
   - Interviews with current Theatre staff to evaluate their desire to join with the Orchestra as the new management company. Explaining their roles, any changes to job descriptions and salary and benefit packages.
   - Budgeting to meet the City goal of budgeting workshops during the early summer this will be a priority once staff interviews are completed.
   - Programming with every effort being made to market and book the Theatre to presenters as well as filling the Theatre with local programming and presenting that meets the goals of our vision for the Theatre.

6. **Offeror's policies regarding equal employment opportunities for full-time and part-time staff.**

   Please see the Orchestra's attached Employee Manual (Appendix E) for our statement on equal opportunity. We will seek to expand this Manual to include the Theatre and all new staff added or carried over from the current management company.

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7. **Proposed plan for staffing for procurement of goods and services.**
   Procurement of goods and services will be handled through staff recommendation of need and manager level acceptance of the expenditure(s).

Maintenance and Capital Improvement Program

"The City's Maintenance Department shall be responsible for the existing structure and integrity of the building, (existing structure/s paint, plumbing, doors (both interior and exterior), windows, electrical solely related to existing structure, and generator." The City will coordinate with said Management Company on the City's "Capital Improvement Program" visions.

No response requested per addendum.

Ticketing

Current Ticketing is working off the "Choice Ticketing" software. The management contract recipient will be responsible for the website and all associated costs to marketing and promoting of the Perot Theatre.

The Texarkana Symphony Orchestra has knowledge of and contacts with the Choice Ticketing firm. We would seek to evaluate the remaining contract commitments and consider expanded functionality with Choir or bid out options with other firms.

Section D.—Fee Structure

Please see attached sealed envelope in the original response.

Section E.—Acceptance of Base Agreement

In this section, list any exceptions taken to the Base Agreement, specifications, or other requirements listed in this RFP. You must reference the RFP section where exception is taken, a description of the exception, and the proposed alternative, if any. The Base Agreement and all terms, conditions, specifications, and other requirements of this RFP shall be deemed accepted by the Offeror unless excepted to in accordance with this Section E.

Exception taken with Section C. Proposal, Marketing & Promotion, Number 5: ***Contract includes $10,000.00 for Marketing Purposes.*** The Orchestra feels that this amount is woefully lacking and will seek to negotiate better terms.

Not mentioned in the RFP but included in conjecture and conversations is the fact that the City is contemplating moving the position of Director of Theatre Productions to be under the City's authority. This will require a rewriting of this job description, a new understanding of "lines of reporting" in any organizational chart, and possibly a negative impact on the financial resources to properly staff the Theatre. While we do believe this could be a mutually beneficial move, we would anticipate negotiating this possible change in current operations of the Theatre.

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5. Board/Staff Information

Texarkana Symphony Orchestra
Board and Staff Participation Roster

Last Name	First Name	Position	Sex	Ethnicity	Occupation	Address	City	State	Zip	Email
Bennett	Steve	Youth Symphony Conductor	M	White	Public School Music Teacher	6011 Pleasant Ln	Texarkana	TX	75503	steve.bennett@txkisd.net
Clark	R. Andrew	Executive Director	M	White	Executive Director	2802 Landon Ln	Texarkana	TX	75503	andrewtsc@windstream.net
Doan	Jennifer	Board Member	F	White	Attorney	6900 Summerhill Rd	Texarkana	TX	75503	jdoan@haltomdoan.com
Dorsey	Micah	Graphic Designer/Webmaster	M	White	Freelance Graphic Designer	2922 Main St	Texarkana	TX	75503	mdorsey@fbctexarkana.org
Jackson	Nancy	Bookkeeper Staff	F	White	Bookkeeper	10 Arnold Dr	Texarkana	AR	71854	nancyemerson08@gmail.com
Gray	Remica C.	Director of Operations	F	White	Volunteer Director of Operations	10 Cambridge Dr.	Texarkana	AR	71854	remicag@aol.com
Hays	Tonja Luker	Board Member	F	White	Volunteer/Dental Hygienist	1300 County Rd #2310	Texarkana	TX	75503	tonjahays@mac.com
Hlavinka	Victor	Board Member	M	White	Attorney	22 Britan Pl	Texarkana	TX	75503	vh@arwhlaw.com
Howren	Don	Board President	M	White	Retired Church Musician	7102 Shadow Brooke Rd	Texarkana	TX	75503	dhowren@msn.com
Ingram	Jennell	Board Member	F	African-American	Public School Superintendent	3403 Pine Knoll Rd	Texarkana	TX	75503	ingramj@txkisd.net
Kahler	Jo	Board Member	F	White	Retired Nurse/Professor of Nursing	6306 N. Park Rd	Texarkana	TX	75503	josephinekahler@hotmail.com
Keeney	Dr. Susan	Board Member	F	White	Physician-Neonatalogist	3 Windmere Pl	Texarkana	TX	75503	skeeney@newborndoc.com
Kincaid	Lairie L.	Board Member	M	White	Banker	7301 Gunstock Rd	Texarkana	TX	75503	lairiekincaid@gmail.com
Malek	Michael	Board Secretary	M	White	Retired University Professor	1115 Fox Run	Hope	AR	71801	mikemalek@cablelynx.com
Mann	Phillip R.	Music Director/Conductor	M	White	Professional Conductor/Professor	3204 30th St	Lubbock	TX	79410	conductormann@gmail.com
McCash	Paul	Board Member	M	White	Retired Physician-Dermatalogist	4 Lambeth Pl	Texarkana	TX	75503	pkmcir@cableone.net
McGinnis	Dr. Robert	Board Member	M	White	Radiologist	6709 Ridgecrest Pl	Texarkana	TX	75503	robertsmcg3@yahoo.com
Mills	Ronald L.	Board Member	M	White	Bank Senior Vice President	3000 New Boston Rd	Texarkana	TX	75503	ron.mills@bxs.com
Morgan	Judy	Board Member	F	White	Philanthropist/Volunteer	1 Oakhollow Dr	Texarkana	TX	75503	judy@jbkellyent.com
Norwood	Diana	Personnel Manager	F	African-American	Professional Violinist	1813 Kensington Dr	Tyler	TX	75703	diamondviolin1@gmail.com
Orr	David	City of Texarkana, TX Rep	M	White	City Employee	220 Texas Blvd	Texarkana	TX	75501	david.orr@txkusa.org
Potter	David J.	Board Member	M	White	Attorney	901 N. State Line Ave.	Texarkana	TX	75503	dpotter@potter-law.com
Rickett	Catherine	Orchestra Librarian	F	White	Homeschool Instructor	10 Dogwood Lake Dr	Texarkana	TX	75503	tsolibrarian@gmail.com
Ross	Lauren A.	Board Member	F	White	Corporate Marketing/Public Relations	1 Wade Trail	Texarkana	AR	71854	lauren.a.bussell@gmail.com
Schroeder	Megan	Board Member	F	White	Volunteer	P.O. Box 1201	Texarkana	TX	75504	megans@cableone.net
Sitterley	Lisa	Board Member	F	White	Banker/Volunteer	6204 Deerfield Dr	Texarkana	TX	75503	lsitterley423@icloud.com
Thomas	Robin	Board Member	F	White	Church Music Associate	PO Box 7441	Texarkana	TX	75503	rthomas@fbctexarkana.org
Tye	Beverly	Board Member	F	White	Reitred Teacher	6600 N. Park Rd.	Texarkana	TX	75503	beverlytye1@gmail.com
Van Herpen	Mark	Board Member	M	White	CFO Ledwell Industries	107 County Rd 2308	Texarkana	TX	75503	mvanherpen@ledwell.com
Washington	Denis	Board Member	M	African-American	President, Regions Bank Texarkana	33102 Kevin St.	Texarkana	TX	75503	denis.washington@regions.com
White	Phillip	Board Member	M	White	IT Professional/International Paper	9502 Rhine Ave	Texarkana	TX	75503	pdwhite@cableone.net

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R. Andrew Clark
Phone: 903-949-1264
Email: raclark72@windstream.net



PROFESSIONAL SUMMARY

Professional musician, arts administrator, educator and community volunteer with diverse experience in strategic planning, project management, contract negotiations, fundraising, non-profit management. As a musicologist my research interests include: sacred music, American music, and the governance and management of American arts organizations from the late 19th century to the present.

EDUCATION

University of North Texas, Denton, TX
Master of Arts in Music (Musicology), May 2001.
Minor in Information Science.

Ouachita Baptist University, Arkadelphia, AR
Bachelor of Music, May 1995.

PROFESSIONAL WORK EXPERIENCE

Executive Director **Texarkana Symphony Orchestra,** Texarkana, TX April 2008-Present
Responsible for managing the human and financial aspects of the orchestra including: artistic planning, orchestra operations, musician and guest artists contracts, educational and community outreach initiatives, strategic planning and public relations. Manage 5 part-time employees, over 200 independent contractor musicians, 1 full-time volunteer Director of Operations and a budget of $600,000.

Parish Musician **St. James Episcopal Church,** Texarkana, TX October 2008-Present
Serve as the part-time director of the parish choir and organists for weekly Masses.

Adjunct Instructor **Texas A&M University-Texarkana,** Texarkana, TX January 2010-Present
Teach the University's only section of music appreciation.

Director of Music **First Presbyterian Church,** Dalton, GA August 2004-April 2008
Responsible for managing all facets of this corporate sized church's music ministry including 1 part-time employee, 8 volunteer children's choir directors, annual arts concert series, and a budget of over $50,000.

Instructor **Texarkana College,** Texarkana, TX September 1997-May 2004
Taught courses in music appreciation, aural skills, and music theory.

Director of Music **First Presbyterian Church** Texarkana, AR September 1997-July 2004
Served as the church's first full-time director of music. Project manager for a $500,000 sanctuary renovation and pipe organ installation from 1998-2000.

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RELEVANT SKILLS

- 20 years experience as a professional musician, educator, administrator, and community arts volunteer.
- Project management, strategic planning, public speaking, marketing, data collection and analysis, creative problem solving, and leadership in the midst of institutional change.
- Strong skills: *Microsoft Word, Excel,* and *Powerpoint*; Proficient skills: Adobe *Creative Suite*, and Intuit *Quickbooks,* and *HTML* code.
- Continuing education hours in fundraising with The Lilly School of Philanthropy at Indiana University to culminate in the Certificate of Fundraising from The Lilly School.

Community Involvement, Honors, Professional Memberships

***President's Alumni Milestone Award*, Ouachita Baptist University, Arkadelphia, AR: 2015**
Will receive this award on October 3, 2015, representing the decade of the 1990s for significant contributions to Ouachita and to the community in which I live and work.

***Friends of Fine Arts*, Ouachita Baptist University, Arkadelphia, AR: 2009-2016**
Chair of Alumni Organization (2010-2016)
Member of Regional Coordinating Council (2009-2010)

***League of American Orchestras*: 2008-2012**
Member of the League Board of Directors (2010-2012)
Chair of Advisory C, Group 7-8 Orchestras (2010-2012)
Secretary of Advisory C, Group 7-8 Orchestras (2008-2010)

***Leadership Texarkana*: 2010**
Member of the 30th Anniversary Graduating Class of 2010

TEXARKANA SYMPHONY ACCOMPLISHMENTS

- *Personnel Management and Governance*
  - Manage 1 full-time and 5 part-time employees; full-time volunteer data entry clerk and operations assistant.
  - Systematized the management structures including: conductor's contract, employee policy manual, musician's pay agreements, operations policies, financial policies, two strategic planning processes and updates, and coordination of contracts with the City of Texarkana, TX and the Perot Theatre Management Company.
  - Serve as the public face of the orchestra and collaborate with the leadership of other Texarkana arts and cultural organizations to combine and share marketing and operations costs to better promote and manage our events.
  - Collaborate with other community art and business organizations through the Arts & Historic District, including: top level representatives of both cities of Texarkana, the regional arts center, museums, and main street program.
- *Financial/Funding*
  - Refocused the orchestra's business and artistic plans to include: restructuring per-service musician's pay to be more competitive; restructuring ticket prices; renegotiations of the Perot Theatre contracts aimed at improved services and cost reductions; and experimentation with concert formats.
  - Expanded the major gifts program to provide a larger base of underwriting for concerts and the affiliate youth symphony.
  - Developed the program sponsorship ad campaign to expand our reach to small business owners in the Texarkana area and provide a new revenue stream.
- *Artistic/Operations*
  - Worked with the music director to expand the concert season from 4 to 6 concerts.
  - Created and now responsible for the production of *Christmas at the Perot*, the orchestra's annual holiday concert that serves as both the centerpiece pops concert and largest ticket revenue producer.
  - Oversee the contracting of all guest artists, both classical and pops.
  - Manage all concert logistics between the orchestra, Perot Theatre, and the City of Texarkana, TX.

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PHILIP MANN

USA PHONE: (812) 219-8032 philip@texarkanasymphony.org

Conducting Positions

Music Director, Texarkana Symphony Orchestra, Named July 2019
Currently in 2nd season, and have track record in first season of increases to donations, subscription and single ticket sales, noted artist growth, expansion of masterworks series by a week, and a recognized Covid response

Music Director, Arkansas Symphony Orchestra, Appointed from 2010/11 season, until July 2019.
-First 4 seasons saw all-time attendance records, dramatic artistic growth, and financial surplus. Also included the creation of4 new performance series (ASO INC-Intimate Neighborhood Concerts, ASO ACTs OUT,Capital Hotel Series, expansion of education series, commissions, recordings, Francis McBeth Memorial Recording, new concert hall construction, construction of new performance/rehearsal/office space. 300% increase in board member contributions and 70 additional households joined Philip Mann Society at 5k+ level. Emcee of Governor's Farewell Gala. Playing in more cities for more people than in history of ASO.

Associate Conductor, San Diego Symphony, 2007-09, renewed through 2011, promoted from **Assistant Conductor/American Conducting Fellow,**
-Conducting subscription, family, education, pops, special event performances. Presenting, Outreach

Karajan Fellow, Vienna Philharmonic, Salzburg Festival, Summer 2006 (American Austrian Foundation)5
-In residence at the Salzburg Festival, collaborating with festival conductors/musicians

Cover/assistant conductor, Cleveland Orchestra, Oregon Symphony Orchestra, 2008

Schmitt Conducting Fellow, Indianapolis Symphony Orchestra, 2006-2007 season, IN, USA
-Conducting in rehearsal and covering; returned as guest conductor

Music Director, Oxford City Opera, 2002-2003 season, UK
-Conducted all musical rehearsals and performances, including "Eugene Onegin"

Music Director, Oxford Pro Musica Chamber Orchestra & Oxford Pops, 2003-2005, UK
-Founding member, secured significant patronage, collaborations, and national press

Principal Conductor, Oxford University Philharmonia, Feb. 2003-Mar. 2004, UK
-Conducted all rehearsals and performances, including a tour of Sweden
Planned ambitious season that left the organization in profit while tripling its budget

Assistant Conductor: Indiana University Opera Theater, Festival Orchestra, 2005-2006

Associate Conductor, San Marcos Symphony, 1999-2001 seasons, Chandler, AZ

Principal Conductor, Wadham Sym. Orchestra and Christ Church College Orchestras, 2002-2003,UK

Principal Guest Conductor, Arizona Camerata, 2000-2002, Phoenix, AZ

Selected Guest Conducting

London Symphony Orchestra, Royal Scottish National Orchestra, Georgian National Opera (Tbilisi), Mexico City Philharmonic, Sofia Philharmonic, Avery Fischer Hall, Lincoln Center. Orchestre symphonique de Québec, , Busan Phil., Indianapolis Sym,, Phoenix Sym, Sarasota Orch, Symphony in C, Barbican Center, London, Guildhall School of Music and Drama Opera Studio, Grand Rapids Symphony, New West Symphony, New Mexico Philharmonic., Cyprus National SO Tulsa Symphony, Oxford Philomusica, Music in the Mountains, Santa Fe Sym, Sibelius Academy, Romanian National Radio Orch, Voronezh Philharmonic

Assistant Conductor to:

Franz Welser-Möst, Pinchas Zukerman, Ricardo Muti, Nicholas Harnoncourt, Leonard Slatkin, Jahja Ling, Mario Venzago, Simon Rattle, Roberto Abbado, Gerhard Zimmerman, Michael Stern, Christoph Capestrini, Imre Pallo

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Recording Labels

Decca, Evidénce Classics, MSR, Arté artist, Sony (2021)

Academic and Conservatory Festival Positions

Texas Tech University

-*Director of Orchestral Studies,* 2017-present

-increased Orch Studies to 8 ensembles and a thriving department from an initial 1+ functioning groups

-My conducting students have won multiple gold medals at international conducting Competitions, won appointments to major orchestras, have won major university positions, and have appeared with major symphony orchestras internationally as guest conductors.

-Released multiple commercial recordings and collaborations with major guest artists like Susan Graham, Jason Vieaux, Alexa Still, Joan Tower, Michael Fine, Jim Stephenson, Carol Wincenc, Kim Walker, etc.

Indiana University, Jacobs School of Music

-*Visiting Lecturer*-Instrumental Conducting, 2004-2006.

-*Associate Instructor*-Opera Theater

Oxford University, St. Catherine's College.

-*Tutor (senior lecturer)*, undergraduate conducting coursework, 2003-2004 academic year

Conservatory Music in the Mountains. (CO, USA) Summers 2000-2007

Selected Premieres: John Corigliano, Joan Tower, Michael Torke, Jennifer Higdon, Christopher Theofanidis, Samuel Adler, Lucas Richmond, Francis McBeth, Christopher Dietz, Herman Kolgen, DJ Sparr, Michael Fine, Jim Stephenson, Dan Visconti, Carlos Chavez

Selected Honors/Awards/Competitions

-Rhodes Scholar, 2001

-2012 Arkansas Communicator of the Year, "for innovative communication in creating connections between music and audience"

-Citations by Arkansas House of Representatives and Commendation of the Arkansas Governor for my contributions in advancing Arkansas and the success of the Arkansas Symphony Orchestra. Named master of ceremonies for events of two Governor's administrations for departing and opening the Arkansas Governor's Mansion.

-Commendation from the Lieutenant Governor of California, USA, 2001

-Denver Post's "People to Watch" in the Jan. 1, 2001 New Year's Edition, only artist selected in chronicle of 14 individuals predicted to change the future of Colorado.

-Arkansas 40 Under 40, 2014.

-EIPRS/IPA, Winner of Australia's highest Post-Graduate Research Award (2 given annually)

-"Honors Award for Artistic Ambition," member of "Centuria of Excellence," Search Excellence National Merit Scholarship Program 2001 (USA)

-Delegate, I.A. Summit, International Academy of Achievement, Washington D.C. 2003

-Outstanding Service Award, from the Mayor of the City of Chandler, Arizona

-Outstanding Graduate (valedictorian), Arizona State University, Herberger College of Fine Arts, Presented 2001 Convocation address, and Outstanding Music Education Student, ASU

-Barrett Honors College Distinguished Alumni Award 2016 & Thesis of Distinction, 2000

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-Dean's Award, Indiana University Jacob's School of Music
-Winner of Oxford University Philharmonia Conducting Competition/Audition
-Arkansas Diamond Award, for "significant contributions resulting in the enhancement of the image of AR"

Education

Ph.D. University of Sydney, Sydney Conservatorium, 2012
Dissertation "The Conductor Conducted: Mahler, the Orchestra, and Performance"
M.M. Instrumental/Opera Conducting, with cognate in Political Science, 2006
Indiana University, Jacobs School of Music
Imre Pallo, Thomas Baldner, David Effron, John Poole, *conducting*
B.M. Instrumental Music-String Concentration, *summa cum laude,* 2001
Arizona State University, Herberger College of Fine Arts, Barrett Honors College
-M.M. and D.M.A. coursework in conducting
Oxford University, 2001-2004, Marios Papadopolous, *conducting*
-Research as postgraduate and Rhodes Scholar in musicology, performance practice, conducting

National Symphony Orchestra, National Conducting Institute, Kennedy Center, 2007
-Leonard Slatkin Music Director and mentor

Los Angeles Philharmonic Conducting Masterclasses, 2007, **Baltimore Symphony,** 2009
- Esa-Pekka Salonen, Marin Alsop and **Jorma Panula** Music Director and Mentors

New World Symphony, FL USA, February 2007, conductor in residence
-Michael Tilson Thomas Music Director and mentor

Moscow State Conservatory, (International Summer Academy) 1999,
-Alexander Vedernikov, *conducting* ---Certificate in Orchestral Conducting
Atlanta Symphony Orchestra/League of Amercian Orchestras, Mozart Requieum Masterclass
-Robert Spano, mentor. Presented at Annual LOA conference.

Additional Conducting Studies

Kurt Masur, Conducting Seminar
Colin Metters, Royal Academy of Music, UK Drama
Kenneth Keisler, Oxford Philomusica
Gustav Meier, Masterclasses and Workshops
Alan Hazeldine, Guildhall School of Music and
Robert Ward, Conductor's Institute at Spoleto

Additional Experience

-**Violinist**: soloist, concertmaster, recitalist, orchestral/chamber musician, in N. America and Europe
-**Music Supervisor**: San Diego Symphony Label. 3 discs released annually and numerous national broadcasts
-**Associate Producer:** releases on Telarc and Naxos Records, familiar with all aspects of recording
-**Writer and Presenter:** numerous acclaimed education and "innovative-format" series for adults and children
-Extensive Research at Oxford University in Baroque and Classical Performance Practices and HIP, with

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additional writing involving the interrelated genres Gustav Mahler's conducting/composition.

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WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Center for Public Company Audit Firms
Member of AICPA Governmental Audit Quality Center

Independent Auditors' Report

September 18, 2015

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2015 and 2014, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

1430 College Drive • P.O. Box 5197 • Texarkana, Texas 75505 • 903-793-5646 • FAX 903-792-7630 • www.wilhen.com

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texarkana Symphony Orchestra, Inc. as of May 31, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Wilf & Henderson, P.C.

WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS

FINANCIAL STATEMENTS

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF FINANCIAL POSITION
MAY 31, 2015 AND 2014

	2015	2014
ASSETS		
Current Assets:		
Cash	$ 90,679	$ 106,524
Certificate of Deposit	-	52,395
Deposits	250	250
Accounts Receivable	21,118	29,718
Total Current Assets	**112,047**	**188,887**
Property and Equipment:		
Equipment	27,666	27,666
Less Accumulated Depreciation	(21,175)	(19,010)
Net Property and Equipment	**6,491**	**8,656**
TOTAL ASSETS	**$ 118,538**	**$ 197,543**
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 1,144	$ 5,553
Deferred Revenue	90,040	138,218
Payroll Taxes and Withholding	1,385	13,517
Total Current Liabilities	**92,569**	**157,288**
Net Assets:		
Unrestricted	25,969	40,255
Total Net Assets	25,969	40,255
TOTAL LIABILITIES AND NET ASSETS	**$ 118,538**	**$ 197,543**

The accompanying notes are an integral part of this statement.

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

	2015	2014
UNRESTRICTED REVENUE, GAINS AND OTHER SUPPORT		
Contributions	$ 260,659	$ 272,320
Performance Revenues	130,156	143,838
Fundraiser Revenues	78,930	80,483
Grant Revenues	71,523	89,589
Interest		
Miscellaneous Income	2,136	444
Interest	423	24
Total Unrestricted Revenue, Gains and Other Support	543,827	586,698
EXPENSES		
Program Services	396,617	417,638
Supporting Services:		
Management and General	146,900	140,615
Fundraising	14,596	17,902
Total Expenses	558,113	576,155
Increase / (Decrease) in Net Assets	(14,286)	10,543
Net Assets, Beginning of Year	40,255	29,712
Net Assets, End of Year	$ 25,969	$ 40,255

The accompanying notes are an integral part of this statement.

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2014			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 68,516	$ -	$ -	$ 68,516
-	3,034	-	3,034
-	7,084	-	7,084
185	-	-	185
1,085	-	-	1,085
-	4,932	-	4,932
-	3,281	-	3,281
-	3,058	-	3,058
-	3,439	-	3,439
23,569	-	-	23,569
6,555	-	-	6,555
-	-	17,902	17,902
42,812	-	-	42,812
-	2,192	-	2,192
3,638	-	-	3,638
7,130	-	-	7,130
148,927	-	-	148,927
-	9,574	-	9,574
-	1,711	-	1,711
34,608	89,296	-	123,904
16,932	-	-	16,932
180	-	-	180
792	800	-	1,592
-	7,811	-	7,811
26,234	-	-	26,234
500	-	-	500
12,388	-	-	12,388
-	805	-	805
12,540	3,598	-	16,138
11,047	-	-	11,047
$ 417,638	$ 140,615	$ 17,902	$ 576,155

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

	2015	2014
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase / (Decrease) in net assets	$ (14,286)	$ 10,543
Adjustments to reconcile change in net cash provided (used) by operating activities:		
Depreciation	2,164	3,058
(Increase) Decrease in Accounts Receivable	8,600	4,160
Increase (Decrease) in Accounts Payable and Accrued Expenses	(16,540)	4,069
Increase (Decrease) in Deferred Revenue	(48,178)	32,256
Net Cash Provided (Used) by Operating Activities	**(68,240)**	**54,086**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Maturity / (Purchase) of Certificate of Deposit	52,395	(52,395)
Net Cash Provided (Used) by Investing Activities	**52,395**	**(52,395)**
Net Increase (Decrease) in Cash and Cash Equivalents	**(15,845)**	**1,691**
Cash and Cash Equivalents - Beginning of Year	**106,524**	**104,833**
Cash and Cash Equivalents - End of Year	**$ 90,679**	**$ 106,524**
Supplemental Data:		
Noncash operating activities:		
In-Kind Donation of Facility Use	14,476	12,388

The accompanying notes are an integral part of this statement.

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Orchestra and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Orchestra and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that may be maintained permanently by the Orchestra. Generally, the donors of these assets permit the Orchestra to use all or part of the income earned on any related investments for general or specific purposes.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

In the prior year, an in-kind contribution of free use of facilities of the Perot Theatre was not recorded on the financial statements. The fair value of the facility use of $12,388 is included in 2014 column of the current year comparative financial statements as contribution revenue and program service rent expense. There is no effect on net assets as of May 31, 2014. The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $14,476 for the year ended May 31, 2015.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

The Orchestra has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. The Orchestra has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Orchestra believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Orchestra's financial condition, results of operations, or cash flows. Accordingly, the Orchestra has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at May 31, 2015 and 2014.

Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Orchestra has no open examinations with the Internal Revenue Service.

Cash and Cash Equivalents - For cash flow statement purposes, the Orchestra considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. All funds are held with institutions insured by the FDIC. As of May 31, 2015 and 2014, all funds were fully insured.

Advertising Costs – The Orchestra uses advertising to promote its events among the audiences it serves. Advertising costs of $67,002 were expensed for the year ended May 31, 2015. Advertising costs of $68,516 were expensed for the year ended May 31, 2014.

NOTE 2 – COMPENSATED ABSENCES

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Orchestra's policy is to recognize these costs when actually paid.

NOTE 3 – GRANT REVENUE

Grant revenue recognized as unrestricted revenue in the Orchestra's 2015 and 2014 financial statements consists of funds received for specific purposes and fully expended for that purpose during the same fiscal year.

NOTE 4 – DEFERRED REVENUE

Deferred revenue, in these financial statements, consists of amounts contributed by Orchestra patrons near year-end as part of the Orchestra's fund drive for the following concert season. Patrons are listed in programs for the season and, depending upon the level of contribution, may receive complimentary tickets and other benefits. At May 31, 2015 and 2014, the balances of deferred revenues were $90,040 and $138,218, respectively.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2015 AND 2014

NOTE 5 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2015	2014
City of Texarkana, AR	$ 6,417	$ 4,667
Texarkana, TX Hotel Tax	13,698	18,588
Other Grants and Invoices	1,003	6,463
Total	$ 21,118	$ 29,718

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2015 and 2014 are summarized below:

	2015	2014
Beginning Balance	$ 27,666	$ 27,666
Additions	-	-
Retirements	-	-
Ending Balance	27,666	27,666
Accumulated Depreciation	(21,175)	(19,010)
Equipment, Net	$ 6,491	$ 8,656

Depreciation expense for the year ended May 31, 2015 and 2014 totaled $2,165 and $3,058, respectively.

NOTE 7 – OPERATING LEASE

In November 2014, the Orchestra executed a new operating lease for office equipment under a four-year non-cancelable operating lease expiring in December 2018 and contains provisions for purchase at fair value upon the completion of the lease term. Future minimum lease payments are as follows:

Year Ending May 31,	
2016	2,195
2017	2,195
2018	2,195
Total	$ 6,585

For 2015, amounts expensed under the agreement was $1,098.

NOTE 8 – SUBSEQUENT EVENTS

Management of Texarkana Symphony Orchestra, Inc. has evaluated subsequent events through September 18, 2015, which is the date the financial statements were available to be issued.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Center for Public Company Audit Firms
Member of AICPA Governmental Audit Quality Center

Independent Auditors' Report

October 7, 2016

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2016 and 2015, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texarkana Symphony Orchestra, Inc. as of May 31, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Wilf & Henderson, P.C.

WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF FINANCIAL POSITION
MAY 31, 2016 AND 2015

	2016	2015
ASSETS		
Current Assets:		
Cash	$ 49,335	$ 90,679
Deposits	250	250
Accounts Receivable	15,273	21,118
Total Current Assets	64,858	112,047
Property and Equipment:		
Equipment	31,315	27,666
Less Accumulated Depreciation	(22,429)	(21,175)
Net Property and Equipment	8,886	6,491
TOTAL ASSETS	$ 73,744	$ 118,538
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 471	$ 1,144
Deferred Revenue	97,274	90,040
Payroll Taxes and Withholding	1,436	1,385
Total Current Liabilities	99,181	92,569
Net Assets:		
Unrestricted	(25,437)	25,969
Total Net Assets	(25,437)	25,969
TOTAL LIABILITIES AND NET ASSETS	$ 73,744	$ 118,538

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2016 AND 2015

	2016	2015
UNRESTRICTED REVENUE, GAINS AND OTHER SUPPORT		
Contributions	$ 274,736	$ 260,659
Performance Revenues	155,627	130,156
Fundraiser Revenues	69,837	78,930
Grant Revenues	72,678	71,523
Miscellaneous Income	733	2,136
Interest	1	423
Total Unrestricted Revenue, Gains and Other Support	573,612	543,827
EXPENSES		
Program Services	454,869	396,617
Supporting Services:		
Management and General	157,794	146,900
Fundraising	12,355	14,596
Total Expenses	625,018	558,113
Increase / (Decrease) in Net Assets	(51,406)	(14,286)
Net Assets, Beginning of Year	25,969	40,255
Net Assets, End of Year	$ (25,437)	$ 25,969

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2015			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 67,002	$ -	$ 5,840	$ 72,842
-	2,041	-	2,041
-	4,780	-	4,780
695	-	-	695
1,925	-	-	1,925
-	4,613	-	4,613
-	2,713	-	2,713
-	2,164	-	2,164
-	3,911	-	3,911
23,218	-	-	23,218
3,179	-	-	3,179
30,471	-	-	30,471
-	2,414	-	2,414
-	-	-	-
578	-	-	578
6,407	-	-	6,407
155,004	-	-	155,004
-	9,870	-	9,870
-	2,898	-	2,898
34,608	98,914	-	133,522
15,903	-	-	15,903
4,012	-	-	4,012
-	488	-	488
-	6,600	-	6,600
21,291	-	-	21,291
625	-	-	625
14,476	-	-	14,476
-	655	-	655
4,550	4,839	8,756	18,145
12,673	-	-	12,673
$ 396,617	$ 146,900	$ 14,596	$ 558,113

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2016 AND 2015

	2016	2015
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase / (Decrease) in net assets	$ (51,406)	$ (14,286)
Adjustments to reconcile change in net cash provided (used) by operating activities:		
Depreciation	2,924	2,164
(Increase) Decrease in Accounts Receivable	5,845	8,600
Increase (Decrease) in Accounts Payable and Accrued Expenses	(622)	(16,540)
Increase (Decrease) in Deferred Revenue	7,234	(48,178)
Net Cash Provided (Used) by Operating Activities	**(36,025)**	**(68,240)**
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Capital Assets	(5,319)	-
Maturity / (Purchase) of Certificate of Deposit	-	52,395
Net Cash Provided (Used) by Investing Activities	**(5,319)**	**52,395**
Net Increase (Decrease) in Cash and Cash Equivalents	**(41,344)**	**(15,845)**
Cash and Cash Equivalents - Beginning of Year	**90,679**	**106,524**
Cash and Cash Equivalents - End of Year	**$ 49,335**	**$ 90,679**
Supplemental Data:		
Noncash operating activities:		
In-Kind Donation of Facility Use	18,000	14,476

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2016 AND 2015

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Orchestra and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Orchestra and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that may be maintained permanently by the Orchestra. Generally, the donors of these assets permit the Orchestra to use all or part of the income earned on any related investments for general or specific purposes.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $18,000 for the year ended May 31, 2016. The prior year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $14,476 for the year ended May 31, 2015.

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2016 AND 2015

The Orchestra has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. The Orchestra has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Orchestra believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Orchestra's financial condition, results of operations, or cash flows. Accordingly, the Orchestra has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at May 31, 2016 and 2015.

Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Orchestra has no open examinations with the Internal Revenue Service.

Cash and Cash Equivalents - For cash flow statement purposes, the Orchestra considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. All funds are held with institutions insured by the FDIC. As of May 31, 2016 and 2015, all funds were fully insured.

Advertising Costs – The Orchestra uses advertising to promote its events among the audiences it serves. Advertising costs of $61,547 were expensed for the year ended May 31, 2016. Advertising costs of $67,002 were expensed for the year ended May 31, 2015.

NOTE 2 – COMPENSATED ABSENCES

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Orchestra's policy is to recognize these costs when actually paid.

NOTE 3 – GRANT REVENUE

Grant revenue recognized as unrestricted revenue in the Orchestra's 2016 and 2015 financial statements consists of funds received for specific purposes and fully expended for that purpose during the same fiscal year.

NOTE 4 – DEFERRED REVENUE

Deferred revenue, in these financial statements, consists of amounts contributed by Orchestra patrons near year-end as part of the Orchestra's fund drive for the following concert season. Patrons are listed in programs for the season and, depending upon the level of contribution, may receive complimentary tickets and other benefits. At May 31, 2016 and 2015, the balances of deferred revenues were $97,274 and $90,040, respectively.

NOTE 5 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2016	2015
City of Texarkana, AR	$ 8,750	$ 6,417
Texarkana, TX Hotel Tax	6,176	13,698
Other Grants and Invoices	347	1,003
Total	$ 15,273	$ 21,118

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2016 AND 2015

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2016 and 2015 are summarized below:

	2016	2015
Beginning Balance	$ 27,666	$ 27,666
Additions	5,319	-
Retirements	(1,670)	-
Ending Balance	31,315	27,666
Accumulated Depreciation	(22,429)	(21,175)
Equipment, Net	$ 8,886	$ 6,491

Depreciation expense for the year ended May 31, 2016 and 2015 totaled $2,924 and $2,165, respectively.

NOTE 7 – OPERATING LEASE

In November 2014, the Orchestra executed a new operating lease for office equipment under a four-year non-cancelable operating lease expiring in December 2018 and contains provisions for purchase at fair value upon the completion of the lease term. Future minimum lease payments are as follows:

Year Ending May 31,	
2017	2,195
2018	2,195
Total	$ 4,390

For 2016, amounts expensed under the agreement was $2,195.

NOTE 8 – SUBSEQUENT EVENTS

Management of Texarkana Symphony Orchestra, Inc. has evaluated subsequent events through October 7, 2016, which is the date the financial statements were available to be issued.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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Independent Auditors' Report

November 27, 2017

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2017 and 2016, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texarkana Symphony Orchestra, Inc. as of May 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Wilf & Henderson, P.C.

WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF FINANCIAL POSITION
MAY 31, 2017 AND 2016

	2017	2016
ASSETS		
Current Assets:		
Cash	$ 59,049	$ 49,335
Deposits	250	250
Accounts Receivable	20,907	15,273
Total Current Assets	80,206	64,858
Property and Equipment:		
Equipment	31,315	31,315
Less Accumulated Depreciation	(25,202)	(22,429)
Net Property and Equipment	6,113	8,886
TOTAL ASSETS	$ 86,319	$ 73,744
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 182	$ 471
Notes Payable	20,000	-
Deferred Revenue	63,031	97,274
Payroll Taxes and Withholding	1,339	1,436
Total Current Liabilities	84,552	99,181
Net Assets:		
Unrestricted	1,767	(25,437)
Total Net Assets	1,767	(25,437)
TOTAL LIABILITIES AND NET ASSETS	$ 86,319	$ 73,744

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2017 AND 2016

	2017	2016
UNRESTRICTED REVENUE, GAINS AND OTHER SUPPORT		
Contributions	$ 279,344	$ 274,736
Performance Revenues	161,466	155,627
Fundraiser Revenues	57,814	69,837
Grant Revenues	87,264	72,678
Miscellaneous Income	-	733
Interest	-	1
Total Unrestricted Revenue, Gains and Other Support	**585,888**	**573,612**
EXPENSES		
Program Services	402,574	454,869
Supporting Services:		
Management and General	141,952	157,794
Fundraising	14,158	12,355
Total Expenses	**558,684**	**625,018**
Increase / (Decrease) in Net Assets	**27,204**	**(51,406)**
Net Assets, Beginning of Year	**(25,437)**	**25,969**
Net Assets, End of Year	**$ 1,767**	**$ (25,437)**

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2016			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 61,547	$ -	$ 4,920	$ 66,467
-	3,335	-	3,335
-	2,943	-	2,943
518	-	-	518
1,190	-	-	1,190
-	3,948	-	3,948
-	3,127	-	3,127
-	2,924	-	2,924
-	3,871	-	3,871
22,863	-	-	22,863
5,920	-	-	5,920
70,920	-	-	70,920
-	3,312	-	3,312
-	54	-	54
1,506	-	125	1,631
4,909	-	-	4,909
161,305	-	-	161,305
-	9,437	-	9,437
-	2,700	-	2,700
35,300	102,604	-	137,904
17,393	-	-	17,393
8,063	-	-	8,063
-	550	-	550
-	6,600	-	6,600
19,976	-	-	19,976
625	-	-	625
18,000	-	-	18,000
-	729	-	729
10,411	11,660	7,310	29,381
14,423	-	-	14,423
$ 454,869	$ 157,794	$ 12,355	$ 625,018

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase / (Decrease) in net assets	$ 27,204	$ (51,406)
Adjustments to reconcile change in net cash provided (used) by operating activities:		
Depreciation	2,773	2,924
(Increase) Decrease in Accounts Receivable	(5,634)	5,845
Increase (Decrease) in Accounts Payable and Accrued Expenses	(386)	(622)
Increase (Decrease) in Deferred Revenue	(34,243)	7,234
Net Cash Provided (Used) by Operating Activities	(10,286)	(36,025)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Capital Assets	-	(5,319)
Net Cash Provided (Used) by Investing Activities	-	(5,319)
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from Related Party Notes Payable	20,000	-
Net Cash Provided (Used) by Noncapital and Related Financing Activities	20,000	-
Net Increase (Decrease) in Cash and Cash Equivalents	9,714	(41,344)
Cash and Cash Equivalents - Beginning of Year	49,335	90,679
Cash and Cash Equivalents - End of Year	$ 59,049	$ 49,335
Supplemental Data:		
Noncash operating activities:		
In-Kind Donation of Facility Use	16,800	18,000

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017 AND 2016

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Orchestra and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Orchestra and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that may be maintained permanently by the Orchestra. Generally, the donors of these assets permit the Orchestra to use all or part of the income earned on any related investments for general or specific purposes.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $16,800 for the year ended May 31, 2017. The prior year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $18,000 for the year ended May 31, 2016.

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

The Orchestra has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. The Orchestra has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Orchestra believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Orchestra's financial condition, results of operations, or cash flows. Accordingly, the Orchestra has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at May 31, 2017 and 2016.

Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Orchestra has no open examinations with the Internal Revenue Service.

Cash and Cash Equivalents - For cash flow statement purposes, the Orchestra considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. All funds are held with institutions insured by the FDIC. As of May 31, 2017 and 2016, all funds were fully insured.

Advertising Costs – The Orchestra uses advertising to promote its events among the audiences it serves. Advertising costs of $64,750 were expensed for the year ended May 31, 2017. Advertising costs of $61,547 were expensed for the year ended May 31, 2016.

NOTE 2 – COMPENSATED ABSENCES

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Orchestra's policy is to recognize these costs when actually paid.

NOTE 3 – GRANT REVENUE

Grant revenue recognized as unrestricted revenue in the Orchestra's 2017 and 2016 financial statements consists of funds received for specific purposes and fully expended for that purpose during the same fiscal year.

NOTE 4 – DEFERRED REVENUE

Deferred revenue, in these financial statements, consists of amounts contributed by Orchestra patrons near year-end as part of the Orchestra's fund drive for the following concert season. Patrons are listed in programs for the season and, depending upon the level of contribution, may receive complimentary tickets and other benefits. At May 31, 2017 and 2016, the balances of deferred revenues were $63,031 and $97,274, respectively.

NOTE 5 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2017	2016
City of Texarkana, AR	$ 9,333	$ 8,750
Texarkana, TX Hotel Tax	8,449	6,176
Other Grants and Invoices	3,125	347
Total	$ 20,907	$ 15,273

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2017 AND 2016

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2017 and 2016 are summarized below:

	2017	2016
Beginning Balance	$ 31,315	$ 27,666
Additions	-	5,319
Retirements	-	(1,670)
Ending Balance	31,315	31,315
Accumulated Depreciation	(25,202)	(22,429)
Equipment, Net	$ 6,113	$ 8,886

Depreciation expense for the year ended May 31, 2017 and 2016 totaled $2,773 and $2,924, respectively.

NOTE 7 – OPERATING LEASE

In November 2014, the Orchestra executed a new operating lease for office equipment under a four-year non-cancelable operating lease expiring in December 2018 and contains provisions for purchase at fair value upon the completion of the lease term. Future minimum lease payments are as follows:

Year Ending May 31,	
2018	2,195
Total	$ 2,195

For 2017, amounts expensed under the agreement was $2,195.

NOTE 8 – NOTES PAYABLE FROM RELATED PARTY

In March 2017, Texarkana Symphony Orchestra received two $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $20,000 at May 31, 2017. Each loan was due in 120 days at an interest rate of 3.00%.

NOTE 9 – SUBSEQUENT EVENTS

Management of Texarkana Symphony Orchestra, Inc. has evaluated subsequent events through November 27, 2017, which is the date the financial statements were available to be issued.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

Member of American Institute of Certified Public Accountants
Member of Private Company Practice Section
Member of AICPA Governmental Audit Quality Center

Independent Auditors' Report

September 7, 2018

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2018 and 2017, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texarkana Symphony Orchestra, Inc. as of May 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Wilf & Henderson, P.C.

WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS

FINANCIAL STATEMENTS

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF FINANCIAL POSITION
MAY 31, 2018 AND 2017

	2018	2017
ASSETS		
Current Assets:		
Cash	$ 29,641	$ 59,049
Deposits	250	250
Accounts Receivable	17,910	20,907
Prepaid Assets	1,966	-
Total Current Assets	49,767	80,206
Property and Equipment:		
Equipment	31,315	31,315
Less Accumulated Depreciation	(27,340)	(25,202)
Net Property and Equipment	3,975	6,113
TOTAL ASSETS	$ 53,742	$ 86,319
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ 897	$ 182
Notes Payable	30,000	20,000
Deferred Revenue	38,450	63,031
Payroll Taxes and Withholding	2,643	1,339
Total Current Liabilities	71,990	84,552
Net Assets:		
Unrestricted	(18,248)	1,767
Total Net Assets	(18,248)	1,767
TOTAL LIABILITIES AND NET ASSETS	$ 53,742	$ 86,319

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

	2018	2017
UNRESTRICTED REVENUE, GAINS AND OTHER SUPPORT		
Contributions	$ 223,190	$ 279,344
Performance Revenues	123,163	161,466
Fundraiser Revenues	93,614	57,814
Grant Revenues	74,617	87,264
Other Income	68	-
Total Unrestricted Revenue, Gains and Other Support	514,652	585,888
EXPENSES		
Program Services	374,877	402,574
Supporting Services:		
Management and General	144,672	141,952
Fundraising	15,118	14,158
Total Expenses	534,667	558,684
Increase / (Decrease) in Net Assets	(20,015)	27,204
Net Assets, Beginning of Year	1,767	(25,437)
Net Assets, End of Year	$ (18,248)	$ 1,767

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2017			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 64,750	$ -	$ 6,830	$ 71,580
-	3,816	-	3,816
-	7,146	-	7,146
363	-	-	363
870	-	-	870
-	3,104	-	3,104
-	3,160	-	3,160
-	2,773	-	2,773
-	4,718	-	4,718
23,387	-	-	23,387
6,963	-	-	6,963
46,182	-	-	46,182
-	3,267	-	3,267
-	-	-	-
861	-	656	1,517
4,228	-	-	4,228
147,991	-	-	147,991
-	10,160	-	10,160
-	1,667	-	1,667
37,500	91,059	-	128,559
18,359	-	-	18,359
330	-	-	330
-	1,181	-	1,181
-	6,600	-	6,600
14,742	-	-	14,742
750	-	-	750
16,800	-	-	16,800
-	645	-	645
3,981	2,656	6,672	13,309
14,517	-	-	14,517
$ 402,574	$ 141,952	$ 14,158	$ 558,684

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase / (Decrease) in net assets	$ (20,015)	$ 27,204
Adjustments to reconcile change in net cash provided (used) by operating activities:		
Depreciation	2,138	2,773
(Increase) Decrease in Accounts Receivable	2,997	(5,634)
(Increase) Decrease in Prepaid Assets	(1,966)	-
Increase (Decrease) in Accounts Payable and Accrued Expenses	2,019	(386)
Increase (Decrease) in Deferred Revenue	(24,581)	(34,243)
Net Cash Provided (Used) by Operating Activities	(39,408)	(10,286)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Capital Assets	-	-
Net Cash Provided (Used) by Investing Activities	-	-
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from Related Party Notes Payable	30,000	20,000
Payment on Related Party Notes Payable	(20,000)	-
Net Cash Provided (Used) by Noncapitnl and Related Financing Activities	10,000	20,000
Net Increase (Decrease) in Cash and Cash Equivalents	(29,408)	9,714
Cash and Cash Equivalents - Beginning of Year	59,049	49,335
Cash and Cash Equivalents - End of Year	$ 29,641	$ 59,049
Supplemental Data:		
Noncash operating activities:		
In-Kind Donation of Facility Use	15,563	16,800

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements have been prepared on the accrual basis of accounting in accordance with generally accepted accounting principles. Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the Orchestra and changes therein are classified and reported as follows:

Unrestricted Net Assets – Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets – Net assets subject to donor-imposed stipulations that may or will be met, either by actions of the Orchestra and/or the passage of time. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

Permanently Restricted Net Assets – Net assets subject to donor-imposed stipulations that may be maintained permanently by the Orchestra. Generally, the donors of these assets permit the Orchestra to use all or part of the income earned on any related investments for general or specific purposes.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $15,563 for the year ended May 31, 2018. The prior year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $16,800 for the year ended May 31, 2017.

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

The Orchestra has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. The Orchestra has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Orchestra believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Orchestra's financial condition, results of operations, or cash flows. Accordingly, the Orchestra has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at May 31, 2018 and 2017.

Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Orchestra has no open examinations with the Internal Revenue Service.

Cash and Cash Equivalents - For cash flow statement purposes, the Orchestra considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. All funds are held with institutions insured by the FDIC. As of May 31, 2018 and 2017, all funds were fully insured.

Program Advertising Costs – The Orchestra uses advertising to promote its events among the audiences it serves. Advertising costs of $61,833 were expensed for the year ended May 31, 2018. Advertising costs of $64,750 were expensed for the year ended May 31, 2017.

NOTE 2 – COMPENSATED ABSENCES

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Orchestra's policy is to recognize these costs when actually paid.

NOTE 3 – GRANT REVENUE

Grant revenue recognized as unrestricted revenue in the Orchestra's 2018 and 2017 financial statements consists of funds received for specific purposes and fully expended for that purpose during the same fiscal year.

NOTE 4 – DEFERRED REVENUE

Deferred revenue, in these financial statements, consists of amounts contributed by Orchestra patrons near year-end as part of the Orchestra's fund drive for the following concert season. Patrons are listed in programs for the season and, depending upon the level of contribution, may receive complimentary tickets and other benefits. At May 31, 2018 and 2017, the balances of deferred revenues were $38,450 and $63,031, respectively.

NOTE 5 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2018	2017
City of Texarkana, AR	$ 9,333	$ 9,333
Texarkana, TX Hotel Tax	6,896	8,449
Other Grants and Invoices	1,681	3,125
Total	$ 17,910	$ 20,907

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2017

NOTE 6 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2018 and 2017 are summarized below:

	2018	2017
Beginning Balance	$ 31,315	$ 31,315
Additions	-	-
Retirements	-	-
Ending Balance	31,315	31,315
Accumulated Depreciation	(27,340)	(25,202)
Equipment, Net	$ 3,975	$ 6,113

Depreciation expense for the year ended May 31, 2018 and 2017 totaled $2,138 and $2,773, respectively.

NOTE 7 – OPERATING LEASE

In November 2014, the Orchestra executed a new operating lease for office equipment under a four-year non-cancelable operating lease expiring in December 2018 and contains provisions for purchase at fair value upon the completion of the lease term. Future minimum lease payments are as follows:

Year Ending May 31,	
2019	1,281
Total	$ 1,281

For 2018, amounts expensed under the agreement was $2,195.

NOTE 8 – NOTES PAYABLE FROM RELATED PARTY

In March 2017, Texarkana Symphony Orchestra received two $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $20,000 at May 31, 2017. Each loan was due in 120 days at an interest rate of 3.00%. This loan was paid in full in FY 2018.

In April 2018, Texarkana Symphony Orchestra received three $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $30,000 at May 31, 2018. Each loan was due in 120 days at an interest rate of 3.00%.

NOTE 9 – SUBSEQUENT EVENTS

Management of Texarkana Symphony Orchestra, Inc. has evaluated subsequent events through September 7, 2018, which is the date the financial statements were available to be issued.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

WILF & HENDERSON, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

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Member of AICPA Governmental Audit Quality Center

Independent Auditors' Report

September 12, 2019

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2019 and 2018, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Texarkana Symphony Orchestra, Inc. as of May 31, 2019 and 2018, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Wilf & Henderson, P.C.

WILF & HENDERSON, P.C.
Certified Public Accountants
Texarkana, Texas

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF FINANCIAL POSITION
MAY 31, 2019 AND 2018

	2019	2018
ASSETS		
Current Assets:		
Cash	$ 12,492	$ 29,641
Deposits	250	250
Accounts Receivable	18,301	17,910
Prepaid Assets	880	1,966
Total Current Assets	31,923	49,767
Property and Equipment:		
Equipment	33,186	31,315
Less Accumulated Depreciation	(29,409)	(27,340)
Net Property and Equipment	3,777	3,975
TOTAL ASSETS	$ 35,700	$ 53,742
LIABILITIES AND NET ASSETS		
Current Liabilities:		
Accounts Payable	$ -	$ 897
Notes Payable	50,000	30,000
Deferred Revenue	5,000	38,450
Payroll Taxes and Withholding	1,325	2,643
Total Current Liabilities	56,325	71,990
Net Assets:		
Without Donor Restrictions	(20,625)	(18,248)
Total Net Assets	(20,625)	(18,248)
TOTAL LIABILITIES AND NET ASSETS	$ 35,700	$ 53,742

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2019 AND 2018

	2019	2018
OPERATING REVENUES		
Contributions	$ 236,880	$ 223,190
Performance Revenues	123,358	123,163
Fundraiser Revenues	97,512	93,614
Grant Revenues	97,040	74,617
Other Income	53	68
Total Operating Revenues	554,843	514,652
OPERATING EXPENSES		
Program Services	399,908	374,877
Supporting Services:		
Management and General	144,144	144,672
Fundraising	13,168	15,118
Total Operating Expenses	557,220	534,667
Increase / (Decrease) in Net Assets	(2,377)	(20,015)
Net Assets, Beginning of Year	(18,248)	1,767
Net Assets, End of Year	$ (20,625)	$ (18,248)

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2018			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 61,833	$ -	$ 5,795	$ 67,628
-	3,858	-	3,858
-	2,649	-	2,649
463	-	-	463
725	-	-	725
-	3,183	-	3,183
-	3,197	-	3,197
-	2,138	-	2,138
-	4,554	-	4,554
18,588	-	-	18,588
7,253	-	-	7,253
47,472	-	-	47,472
-	-	-	-
-	3,407	-	3,407
-	198	-	198
640	-	747	1,387
5,294	-	-	5,294
146,518	-	-	146,518
-	10,903	-	10,903
-	1,825	-	1,825
20,000	98,269	-	118,269
15,404	-	-	15,404
854	-	-	854
-	1,110	-	1,110
-	6,605	-	6,605
12,680	-	-	12,680
850	-	-	850
15,563	-	-	15,563
-	1,500	-	1,500
8,035	1,276	8,576	17,887
12,705	-	-	12,705
$ 374,877	$ 144,672	$ 15,118	$ 534,667

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF CASH FLOWS
FOR THE YEARS ENDED MAY 31, 2019 AND 2018

	2019	2018
CASH FLOWS FROM OPERATING ACTIVITIES:		
Increase / (Decrease) in net assets	$ (2,377)	$ (20,015)
Adjustments to reconcile change in net cash provided (used) by operating activities:		
Depreciation	2,069	2,138
(Increase) Decrease in Accounts Receivable	(391)	2,997
(Increase) Decrease in Prepaid Assets	1,086	(1,966)
Increase (Decrease) in Accounts Payable and Accrued Expenses	(2,215)	2,019
Increase (Decrease) in Deferred Revenue	(33,450)	(24,581)
Net Cash Provided (Used) by Operating Activities	(35,278)	(39,408)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of Capital Assets	(1,871)	-
Net Cash Provided (Used) by Investing Activities	(1,871)	-
CASH FLOWS FROM NONCAPITAL AND RELATED FINANCING ACTIVITIES:		
Proceeds from Related Party Notes Payable	50,000	30,000
Payment on Related Party Notes Payable	(30,000)	(20,000)
Net Cash Provided (Used) by Noncapital and Related Financing Activities	20,000	10,000
Net Increase (Decrease) in Cash and Cash Equivalents	(17,149)	(29,408)
Cash and Cash Equivalents - Beginning of Year	29,641	59,049
Cash and Cash Equivalents - End of Year	$ 12,492	$ 29,641
Supplemental Data:		
Noncash operating activities:		
In-Kind Donation of Facility Use	13,050	15,563

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2019

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements of the Orchestra have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence of absence of donor-imposed restrictions. Accordingly, the net assets of the Foundation and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Orchestra. The Orchestra's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the fund be maintained in perpetuity.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $13,050 for the year ended May 31, 2019. The prior year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $15,563 for the year ended May 31, 2018.

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2019

The Orchestra has adopted the recognition requirements for uncertain income tax positions as required by generally accepted accounting principles. Income tax benefits are recognized for income tax positions taken or expected to be taken in a tax return only when it is determined that the income tax position will more-likely-than-not be sustained upon examinations by taxing authorities. The Orchestra has analyzed tax positions taken for filing with the Internal Revenue Service and all state jurisdictions where it operates. The Orchestra believes that income tax filing positions will be sustained upon examination and does not anticipate any adjustments that would result in a material adverse effect on the Orchestra's financial condition, results of operations, or cash flows. Accordingly, the Orchestra has not recorded any reserves, or related accruals for interest and penalties for uncertain income tax positions at May 31, 2019 and 2018.

Federal and state income tax statutes dictate that tax returns filed in any of the previous three reporting periods remain open to examination. Currently, the Orchestra has no open examinations with the Internal Revenue Service.

Cash and Cash Equivalents - For cash flow statement purposes, the Orchestra considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents. All funds are held with institutions insured by the FDIC. As of May 31, 2019, and 2018, all funds were fully insured.

New Accounting Pronouncement: On August 18, 2016, FASB issued ASU 2016-14, Not-For-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Non-Profit Organization, Inc. has adjusted the presentation of these statements accordingly. The ASU has been applied retrospectively to all period presented.

Program Advertising Costs – The Orchestra uses advertising to promote its events among the audiences it serves. Advertising costs of $50,291 were expensed for the year ended May 31, 2019. Advertising costs of $61,833 were expensed for the year ended May 31, 2018.

NOTE 2 – LIQUIDITY AND AVAILABILITY OF FINANCIAL ASSETS

The Orchestra's financial assets as of the balance sheet date total $35,700, reduced by property and equipment, net of accumulated depreciation of $3,777. The financial assets available to meet cash needs of general expenditures within one-year total $31,923.

NOTE 3 – COMPENSATED ABSENCES

Compensated absences for sick pay and personal time have not been accrued since they cannot be reasonably estimated. The Orchestra's policy is to recognize these costs when actually paid.

NOTE 4 – GRANT REVENUE

Grant revenue recognized as unrestricted revenue in the Orchestra's 2019 and 2018 financial statements consists of funds received for specific purposes and fully expended for that purpose during the same fiscal year.

NOTE 5 – DEFERRED REVENUE

Deferred revenue, in these financial statements, consists of amounts contributed by Orchestra patrons near year-end as part of the Orchestra's fund drive for the following concert season. Patrons are listed in programs for the season and, depending upon the level of contribution, may receive complimentary tickets and other benefits. At May 31, 2019 and 2018, the balances of deferred revenues were $5,000 and $38,450, respectively.

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2018 AND 2019

NOTE 6 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2019	2018
City of Texarkana, AR	$ 6,708	$ 9,333
Texarkana, TX Hotel Tax	10,183	6,896
Other Grants and Invoices	1,410	1,681
Total	$ 18,301	$ 17,910

NOTE 7 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2019 and 2018 are summarized below:

	2019	2018
Beginning Balance	$31,315	$31,315
Additions	1,871	-
Retirements	-	-
Ending Balance	33,186	31,315
Accumulated Depreciation	(29,409)	(27,340)
Equipment, Net	$ 3,777	$ 3,975

Depreciation expense for the year ended May 31, 2019 and 2018 totaled $2,069 and $2,138, respectively.

NOTE 8 – OPERATING LEASE

In November 2014, the Orchestra executed a new operating lease for office equipment under a four-year non-cancelable operating lease expiring in December 2018 and contains provisions for purchase at fair value upon the completion of the lease term.

NOTE 9 – NOTES PAYABLE FROM RELATED PARTY

In April 2018, Texarkana Symphony Orchestra received three $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $30,000 at May 31, 2018. Each loan was due in 120 days at an interest rate of 3.00%. This loan was paid in full in FY 2019.

In April 2019, Texarkana Symphony Orchestra received five $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $50,000 at May 31, 2019. Each loan was due in 120 days at an interest rate of 3.00%. The loan has not been paid as of the date of this report.

NOTE 10 – SUBSEQUENT EVENTS

Management of Texarkana Symphony Orchestra, Inc. has evaluated subsequent events through September 12, 2019, which is the date the financial statements were available to be issued.

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Independent Auditors' Report

August xx, 2020

To the Board of Directors
Texarkana Symphony Orchestra, Inc.

We have audited the accompanying financial statements of Texarkana Symphony Orchestra, Inc. (a nonprofit organization), which comprise the statement of financial position as of May 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risks assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS

FINANCIAL STATEMENTS

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
STATEMENT OF ACTIVITIES
FOR THE YEARS ENDED MAY 31, 2020 AND 2019

	2020	2019
OPERATING REVENUES		
Contributions	$ 256,463	$ 236,880
Performance Revenues	100,291	123,358
Fundraiser Revenues	124,643	97,512
Grant Revenues	72,608	97,040
Other Income	109	53
Total Operating Revenues	554,114	554,843
OPERATING EXPENSES		
Program Services	400,433	399,908
Supporting Services:		
Management and General	147,423	144,144
Fundraising	6,006	13,168
Total Operating Expenses	553,862	557,220
Increase / (Decrease) in Net Assets	252	(2,377)
Net Assets, Beginning of Year	(20,625)	(18,248)
Net Assets, End of Year	$ (20,373)	$ (20,625)

The accompanying notes are an integral part of this statement.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

2019			
	Supporting Services		
Program Services	General and Administrative	Fundraising Expenses	Total Expenses
$ 50,291	$ -	$ 5,303	$ 55,594
-	1,898	-	1,898
-	3,528	-	3,528
420	-	-	420
920	-	-	920
-	2,127	-	2,127
-	3,190	-	3,190
-	2,069	-	2,069
-	3,921	-	3,921
25,205	-	-	25,205
-	-	-	-
45,730	-	-	45,730
21,813	-	-	21,813
-	4,864	-	4,864
-	409	-	409
1,806	-	446	2,252
6,139	-	-	6,139
165,372	-	-	165,372
-	9,936	-	9,936
-	1,074	-	1,074
-	101,267	-	101,267
17,930	-	-	17,930
804	-	-	804
-	1,075	-	1,075
-	6,600	-	6,600
12,165	-	-	12,165
500	-	-	500
13,050	-	-	13,050
-	1,137	-	1,137
23,400	1,049	7,419	31,868
14,363	-	-	14,363
$ 399,908	$ 144,144	$ 13,168	$ 557,220

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2020 AND 2019

NOTE I – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Description of Orchestra – The Texarkana Symphony Orchestra, Inc. is a non-profit organization organized in January 2006 with the mission of providing live quality symphony concerts in the Texarkana area. The Orchestra's support comes primarily through grants, donor contributions, and concert admission fees.

Basis of Presentation – The financial statements of the Orchestra have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with the Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective January 1, 2018.

Under the provisions of the Guide, net assets and revenues, and gains and losses are classified based on the existence of absence of donor-imposed restrictions. Accordingly, the net assets of the Foundation and changes therein are classified as follows:

> Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Orchestra. The Orchestra's board may designate assets without restrictions for specific operational purposes from time to time.
>
> Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the fund be maintained in perpetuity.

Estimates – The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Promise to Give – Contributions are recognized when the donor makes a promise to give to the Orchestra that is in substance, unconditional. Unconditional promises to give, due in the next year, are reflected as current promises to give and are recorded at their net realizable value. Unconditional promises to give, due in subsequent years, are reflected as long-term promises to give and are recorded at the present value of their net realizable value, using risk-free interest rates applicable to the years in which the promises are received to discount the amounts. An allowance for uncollectible promises is provided based on management's evaluation of potential uncollectible promises received at year end.

Contributed Materials and Services – The Orchestra records in-kind contributions; meeting the requirements for recognition in the financial statements if amounts are material. Contributions of non-cash assets are recorded at their fair values in the period received. Contributions of donated services that create or enhance nonfinancial assets or that require specialized skills, are provided by individuals possessing those skills, and would typically need to be purchased if not provided by donations, are recorded at their fair values in the period received.

The current year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $12,125 for the year ended May 31, 2020. The prior year contribution revenue and program service rent expense include an in-kind donation of facility use at the fair value of $13,050 for the year ended May 31, 2019.

Income Taxes and Uncertain Tax Positions

Income Tax Status – The Orchestra qualifies as an organization exempt from income taxes under Section 501(c)(3) of the *Internal Revenue Code* and is subject to a tax on income from any unrelated business, as defined by Section 509(a)(1) of the Code. The Orchestra currently has no unrelated business income. Accordingly, no provision for income taxes has been recorded.

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TEXARKANA SYMPHONY ORCHESTRA, INC.
TEXARKANA, ARKANSAS
NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEARS ENDED MAY 31, 2020 AND 2019

NOTE 6 – ACCOUNTS RECEIVABLE

The balances owed to the Orchestra is comprised of the following:

	2020	2019
City of Texarkana, AR	$ 6,125	$ 6,708
Texarkana, TX Hotel Tax	10,611	10,183
East Texas Community Foundation	12,295	-
Other Grants and Invoices	1,394	1,410
Total	$ 30,425	$ 18,301

NOTE 7 – PROPERTY AND EQUIPMENT

Property and equipment with a cost or value over $500 are recorded at cost or estimated fair value, if donated. Depreciation is computed on the straight-line basis over estimated useful life of the assets. Balances of equipment and accumulated depreciation as of May 31, 2020 and 2019 are summarized below:

	2020	2019
Beginning Balance	$33,186	$31,315
Additions	-	1,871
Retirements	-	-
Ending Balance	33,186	33,186
Accumulated Depreciation	(30,543)	(29,409)
Equipment, Net	$ 2,643	$ 3,777

Depreciation expense for the year ended May 31, 2020 and 2019 totaled $1,134 and $2,069, respectively.

NOTE 8 – NOTES PAYABLE

Due to the COVID-19 pandemic, the Paycheck Protection Program was established by the CARES Act, and was implemented by the Small Business Administration (SBA) with support from the Department of Treasury. This program provided small businesses with funds to pay payroll costs, including benefits. Texarkana Symphony Orchestra received loan proceeds of $21,500 on April 10, 2020. The loan is due in 24 months at an interest rate of 1.00%.

Texarkana Symphony Orchestra can apply for forgiveness of the full principal and any accrued interest by documenting at least 75% of proceeds were used for payroll costs. The Orchestra plans to submit an application for forgiveness in August 2020.

NOTE 9 – NOTES PAYABLE FROM RELATED PARTY

In April 2019, Texarkana Symphony Orchestra received five $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $50,000 at May 31, 2019. Each loan was due in 120 days at an interest rate of 3.00%. The Orchestra paid $30,000 of this loan in FY 2020 making the balance $20,000 at May 31, 2020.

In February 2020, Texarkana Symphony Orchestra received two $10,000 short-term private loans from an anonymous related-party member to meet the requirements of an impending cash flow shortage. The balance was $20,000 at May 31, 2020. Each loan is due in 120 days at an interest rate of 3.00%.

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Texarkana Symphony Orchestra

Strategic Plan

2015-2020

Prepared By:
Strategic Planning Task Force
August 2013-December 2014

Adopted By:
Texarkana Symphony Orchestra
Board of Directors
January 21, 2015

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

1 INTRODUCTION

1.1 Executive Summary

The ultimate goal of the TSO is to serve as a premier contributor to the cultural enrichment of the greater Texarkana area. The TSO endeavors to be a point of inspiration to the entire community, while serving as a catalyst for economic development through increased access to quality of life experiences. The TSO desires to be recognized on a regional and national level as a model for artistic excellence, a leader in cultural preservation, and a champion for good governance.

The vision of the TSO is to be recognized as a center of musical excellence—nourishing spirits, and developing intellectual and creative capital that adds value for all. The mission of the TSO is to pursue, for all, the transformative power of symphonic music through excellence in live performance and education. TSO is dedicated to ensuring that the world's great symphonic compositions are performed, heard, felt, understood, appreciated, valued, and expected in the greater Texarkana area – and that they endure as a relevant and valued part of the daily lives of our citizens today and for future generations. Furthermore, the TSO aspires to be the leading resource of professional music and musicians throughout far Northeast Texas, Southeast Oklahoma and Southwest Arkansas.

This strategic plan has been created with the sole purpose of identifying goals, objectives, action items, and metrics that will enhance the ability of the Orchestra to fulfill its mission and achieve success in accordance with its vision.

1.2 Elements

The strategic plan includes the following elements.

Mission: The mission is the reason we exist. It includes the overall purpose of the organization, defines the core of the Orchestra's work and identifies what must be done to realize our vision.

Vision: TSO's vision is what leads the organization into the future. Mindful of the successes and challenges of its first ten years, the vision forms the basis for needed change, growth, and at times abandonment. The vision is designed to be expansive and inspirational; the strategic plan seeks to support the vision through increased organizational understanding and direction.

Core Values: The core values are a series of statements that further define the Orchestra's method of doing business within its vision and mission.

Goals: The goals provide the framework through which the plan identifies the desired outcomes as they relate back to the vision and mission. Goals are the broadest of terms in this plan.

Objectives: The objectives outline the methods used to achieve the plan's goals and ultimately the Orchestra's mission.

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Action Items: The action items are the specific tasks with assigned resources and deadlines for the Orchestra to use in addressing its objectives.

Metrics: The plan provides for a guiding narrative and set of tools to be used to access and identify progress through the implementation of the plan. These metrics are dynamic and will often be developed for individual programs or initiatives created to achieve the plans goals.

Peer Benchmarking: The strategic plan calls for the orchestra staff and Board of Directors to commit to following 10 peer orchestras over the same period. The peer orchestras have been chosen based on similar community characteristics and on data from the League of American Orchestras. Peer Benchmarking will be tied to individual action item metrics as well as overall artistic and governance measures.

Data: The strategic planning task force collected a series of data sets that were used in forming the plan. These data sets, found in the Appendix C, include: a SWOT analysis completed by the task force and board, a list of identified major themes, a list of the organization's current programs, and a dual bottom-line matrix evaluation of current programing.

1.3 Usage

The strategic plan will guide the TSO over the course of the next five years as it seeks to accomplish its mission. The Board of Directors, administrative staff, artistic staff, orchestra members and all other stakeholders will utilize the plan for all planning purposes throughout this time period.

Implementation of the action items defined in the plan will be accomplished either through the Orchestra's ongoing programs or activities, or specifically designed projects. As outlined in the plan's metrics summary, each of these programs, activities, or projects will establish methods of achieving the overall goal and evaluating the success or progress of the action item.

Updates on the status of the objectives, action items and metrics will be compiled, reviewed, and reported to the Board of Directors on a quarterly basis. Changes deemed necessary as the plan moves forward will be made only at the Board of Directors level. The overall strategic plan will be updated on an annual basis and presented to the TSO Board of Directors for approval.

2 VISION/MISSION/CORE VALUES/GOALS

2.1 History, Current Operational Structure and Financial Position

The TSO was founded by group of inspired initial patrons and presented its first concert on April 4, 2006. This performance was led by founding music director, Marc-André Bougie. The community hailed the creation of the Orchestra as a needed and powerful new resource for musical leadership in Texarkana. Within months, the Junior League of Texarkana chose to award

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a $100,000, 80th Anniversary Gift, to the Orchestra for its potential to foster educational excellence for children through local access to a professional music ensemble. This generous gift enabled the Board of Directors to immediately launch community outreach efforts, in-school educational programs, and student concerts. By the fall of 2007, the Orchestra established the Texarkana Youth Symphony Orchestra (TYSO), the first auditioned student ensemble of its kind for the area.

Given the phenomenal success of the Orchestra's first two seasons, the Board of Directors voted to employ a part-time executive director in the spring of 2008. After a national search, the orchestra hired Mr. R. Andrew Clark into this role. This new administrative position was made possible, in part, through the generous support of the Arkansas Arts Council's Expansion Arts Grant Program that provided the funds, training, and encouragement as the Orchestra's administrative capacity increased. The position of executive director was made full-time in January 2011.

Due to increased audience demand, the Orchestra solidified a series of both classical masterworks and symphonic pops concerts by its 2011-2012 season. Since that time the Orchestra has focused its main concert season around 4-7 annual performances, including: masterworks and pops concerts, a family Holiday concert branded as "Christmas at the Perot", and community focused concerts most often held in conjunction with Black History Month. With the exception of occasional concerts at the Sullivan Performing Arts Center, the historic Perot Theatre is TSO's official performance home.

The Orchestra's emphasis on educational excellence is achieved via initiatives which include: the affiliate youth orchestra, the Texarkana Youth Symphony Orchestra, which presents two concerts annually; two annual Student Concerts in the Perot; and in-school educational presentations each year. The TSO is a resource to our community through various soloists and ensembles from both the TSO and TYSO who are often featured in social, civic, and church programs throughout the year. The TSO continues to become an integral part of Texarkana's cultural tourism, and business recruitment and relocation initiatives. Since the TSO's founding it has brought nationally and internationally acclaimed artists to our area to both perform and participate in educational activities.

The TSO is governed by a 26-member Board of Directors, each initially elected to a three-year term. Board members may be re-elected for additional terms at the discretion of the Governance Committee. A majority of the work of the Board is performed in committees and presented to the Board for approval through a written consent agenda. Monthly board meetings are centered on needed action items and prepared topics related to the Orchestra's mission and governance. The Orchestra's current staff consists of: a full-time Executive Director, part-time Music Director and Youth Symphony Conductor, and part-time Librarian, and Bookkeeper. The Orchestra also benefits from numerous volunteers, chief among them a full-time volunteer Director of Operations.

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TSO's financial position remains unstable. The Orchestra has been unsuccessful in keeping a significant financial reserve and has no general operating endowment. The Orchestra depends heavily on a small group of annual donors. Despite these issues the annual fund campaigns of the previous two seasons have met or exceeded income goals. For the just 2013-2014 season, earned income was 25% of total revenues, 5% from foundation grants, 10% from governmental grants, and 60% from contributed sources (patrons, underwriters, fundraisers). Expenses included 53% of funds used for artistic endeavors, 6% for educational programs, and 41% for general operations (staff salaries and benefits, marketing, fund raising...). The Board of Directors, Funding Committee, and Orchestra management recognize that our financial position is critical, and, therefore, it is the focus of a large portion of this strategic plan.

2.2 Vision

The vision of the TSO is to be recognized as a center of musical excellence—nourishing spirits, and developing intellectual and creative capital that adds value for all.

2.3 Mission

The mission of the Texarkana Symphony Orchestra is to pursue, for all, the transformative power of symphonic music through excellence in live performance and education.

2.4 Core Values

Artistic and Organizational Viability
We believe a commitment to excellence will set us apart from our peers.

Educational Outreach
We believe music education is critical and can foster a life-long love of the orchestra.

Sustainability
We acknowledge the vital link between financial stability and artistic growth.

Connections to our Communities
We will lead in building effective partnerships and creative innovation in all we do.

2.5 Goals

The following goals represent the desired outcomes of this plan. Detailed objectives and action plans are included on the charts in Appendix A.

A. Achieve stability and growth in financial and human resources.

B. Produce symphonic programs of exceptional quality.

C. Build and maintain an increasing and diverse audience base.

D. Create exceptional educational and outreach programs in all endeavors.

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3 Metrics

The following timeline will be used for evaluating the Plan on a yearly basis. Standing committees of the TSO Board will be asked to report on work assigned to them from the Plan during each of their meeting times. TSO administrative and artistic personnel will be asked to keep the Plan in mind when setting their annual personal goals for evaluation process.

Quarterly of each Year of Plan—

Executive Director will provide an outline narrative of the work completed or ongoing for specific Goals, Objectives, and Action Plans within that quarter. These reports will occur at Board of Directors' meetings in April, July, October, and January.

Annual Board of Director Review and Updates—

The Board President and Executive Director will lead the TSO Board in a discussion on the Plan's progress, needed adjustments, and additions at least once per year. Currently, the plan is to have this Review at the December Board meeting each year.

Measurement and Evaluations—

Each assigned staff and/or committee will devise a set of measurements for their current action items under each goal. These rubrics will be used as a means of determining successes and challenges of each Goal within the Plan.

4 Peer Benchmarking

In addition to resources from the League of American Orchestras, the following list of orchestras will be considered "peer" orchestras for the term of this Plan. Each of these orchestras represents a strategic interest for TSO and/or is a League of American Orchestras' peer in terms of budget and size. TSO will follow the work of these orchestras as they relate to TSO's own Plan and programming for the next 5 years. The TSO ED and Staff will devise a plan for ongoing contact with each orchestra in regards to collecting data as they relate back to TSO's strategic plan.

South Arkansas Symphony Orchestra, El Dorado, AR (regional peer)
Arkansas Symphony Orchestra, Little Rock, AR (strategic)
Symphony of Northwest Arkansas, Fayetteville, AR (non-League regional peer)
Shreveport Symphony Orchestra, Shreveport, LA (strategic)
East Texas Symphony Orchestra, Tyler, TX (strategic)
Dallas Symphony Orchestra, Dallas, TX (strategic)
Plano Symphony Orchestra, Plano, TX (regional upper peer)
Abilene Philharmonic, Abilene, TX (national peer)
Carmel Symphony Orchestra, Carmel, IN (national peer)
Missoula Symphony Orchestra, Missoula, MT (national peer)

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5 Appendixes

A Goals, Objectives, Action Items Charts

B TYSO Strategic Plan

C Data sets from Strategic Planning Task Force

1 Resources Inventory
2 SWOT Analysis
3 4-Topic Questions
4 Major Themes
5 Program Analysis
6 Dual Bottom Line Matrix Guide
7 TSO Dual Bottom Line Matrix for Programs

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TSO Strategic Plan 2015-2020

MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education

GOAL A: Achieve stability and growth in financial and human recources.

Objectives	Action Items	Target Date	Assignment	Resources Needed	Status
1. Develop a comprehensive funding plan.					
	a. Identify components of plan	2/27/15	Funding Comm and ED	info on annual giving, capital needs, identification of goals, plans from MD and ED	
	b. Estimate $$ needs for next 1-5 yrs.	3/13/15	Board; Staff and ED	based on Strategic Plan goals; ED needs of staff; Artistic long-range plans	
	c. Draft and Discussion of Plan to Board	3/25/15	Funding Comm and ED	Board of Directors to have CRITICAL role in the success of the Plan.	
	d. Set goals and time-line for long-term components.	4/15/15	Fund Comm and ED	from input of Board of Directors on Draft; based in part on Artistic Committee's goals	
	e. Adoption of Plan by Board	4/22/15	Funding Comm and Board	Board will adopt the complete document and send to funding for Annual Implementation	
	f. Purchase and begin data entry in new patron CRM program	6/1/15	ED, Funding Comm, Volunteers	solicit giver who is willing to purchase this; use volunteers for data entry	
	f. Funding Plan updates and revisions.	Annually/November	ED, Art/Finan/Fund Comm	in tandem with annual budget process and artistic committee goals/plans	
	g. Implement Annual Funding Plan components	JAN of each Yr.	ED, Art/Finan/Fund Comm	w/$$ goals for each category per year	
	h. Review of 1st year of Funding Plan implementation to Board	4/20/16	ED, Art/Finan/Fund Comm	to update and provide feedback on success of Plan	
	i. Annual Review for Funding Plan term	April Board	ED, Fund/Finan Comm Board	the Board will review an Annual report for each subsequent year at their regular April mtg	
2. Maximize earned revenue potential.					
	a. Evaluate existing programs and trends	2/28/15	ED, Fund/Fin Comtes.	3 years of ticket sales data, event sales data	
	b. Set annual goals for each of the programs or establish new programs.		ED, Fund/Fin Cmtes.	as a provision of the Funding Plan; set in October of each year	
	Program Sponsorship ads	Annually in Oct	Funding Committee	based on sales that occur annually between June and September	
	Celebrity Conductor Competition	Annually in Jan	Special Events, Fund. Com.	based on project trends and income for the just completed competition	
	TYSO fees	Annually in Feb	TYSO Conductor/Edu. Com., ED	to be used in structuring future participation fees and acquisition of scholarships	
	Benefit/Drawdown	Annually in June	Special Events, Fund. Com.	annual review of ticket sales for this Funding Committee event	
	Concerts	after each event	Artistic Committee	ticket data, attendance data, concert reconciliations, survey data	
	c. Create research grid on Masterworks and Pops Ticket Sales	4/1/15	MD, ED, Art/Fund Cmtes.	data on what sells and why; data from concert surveys; goals: to meet our mission, and to be profitable and close gap in annual concert deficits	
	d. NEW Assesment of Audience for both Pops and Masterworks	5/15/16	ED, Artistic Comm	assesment of the audience via surveys; focus groups; ticket buying data during 10th Anniversary season for use in implementing ticket revenue increases	
	e. 50% of Pops Series costs to be funded by ticket revenue	by fiscal year 2017	Artistic Comm, MD, ED, Finan	to have used audience research and program planning to move to a more profitable series	
	f. 75% of Pops Series costs to be funded by ticket revenue	by fiscal year 2018	Artistic Comm, MD, ED, Finan	continuing to build on patterns and trends with appropriate programming	
	g. 25% of Masterworks Series costs to be funded by ticket revenue	by fiscal year 2019	Artistic Comm, MD, ED, Finan	to have developed a synthesis of mission, marketing, audience desires, MD goals	
	h. BHAG – 50% of total series (Pops and Masterworks paid by ticket revenue)	by fiscal year 2020	Board, ED, MD	goal to have transformed our Artistic plans so that we are meeting our mission and paying for at least 50% of concerts from ticket revenues.	
3. Increase grant writing.					
	a. Create/Update Annual Calendar	6/30/15	ED, Staff	Matching grant deadlines to Long-range Artistic Programming plans	
	b. Apply for NEA Fast-Track Grant	fiscal year 2016	MD, Artistic Com, ED	Based on artistic plans for the 2nd half of 10th season and potential programs in 11th season. Would be first direct NEA Grant for Organization	
	c. Track and apply for League of American Orchestras Governance Grant	10/15/15	ED, Funding Comm	see Board development in GOAL A, Objective 7	
	d. Identify new local and national private foundation possibilities	12/1/15	Funding Com., ED	to expand the possibilities of matching future programing to grant opportunities	
	e. Create task force to consider the hiring of a part-time grant writer	7/22/15	Funding Com., Board, ED	Task Force to compile the above action items and create job description; and annual goals for potential part-time grant writer	
	f. Hire part-time Grant Writer	6/1/16	ED;Board;Funding Com.	position will help expand income sources and free ED for more individual fund raising	

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TSO Strategic Plan 2015-2020

MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education

GOAL A: Achieve stability and growth in financial and human recources.

Objectives	Action Items	Target Date	Assignment	Resources Needed	Status
4. Increase the staff to meet current and future needs					
	a. Transition Librarian and Personnel Manager positions to Employees	6/1/15	ED, Personnel Comm	to comply with changing nature of positions and employement laws	
	b. Create a 5 year administrative staffing plan.	5/1/15	ED, Personnel Comm	to include at least: administrative assistant, paid marketing director	
	c. Review and update Personnel Policy Manual based on staffing plan	8/26/15	ED, Personnel Comm	for board review and adoption by this date	
	d. Begin budget adjustments to allow for staff growth	fiscal year 2016	Funding/Finance Com.	create line items for at least one new position to be funded in calendar year 2016	
	e. Solicit underwriting from donors to cover new staff for one year	1/1/16	ED, Funding Comm	reasoning that the position will allow for new growth in funding as duties are taken off of ED	
	f. Hire full-time Administrative Assitant Position	6/1/16	ED	based on budgeting accomplishments and or underwriting for position	
	g. Hire part-time Marketing Director Position	6/1/17	ED	based on budgeting accomplishments and or underwriting for position	
	h. Additional staff hires based on staffing plan and budget	2018-2020	ED, Funding Comm, Board	aim for growth of one position every fiscal year until plan is reached	
5. Provide for professional and career development for artistic and administrative staff.					
	a. Establish new procedure for staff evaluations	3/31/15	Board; ED	includes redesign of board assement of MD and goal setting for both MD and ED	
	b. Require annual staff goals based on job description and TSO mission	Annually Feb	ED; Board	provided in tandem with annual staff evaluations	
	c. Consider establishing guidelines for remuneration considerations related to evaluations.	3/31/15	Finance/Funding Com./Board	review of goals/performance and pay	
	d. Create rubric for Staff Development planning and evaluation	5/1/15	Personnel, Board, ED	revise existing tool for MD; create tools for ED and other administrative staff	
	e. Establish line-item in annual budget for staff professional development	4/22/15	ED, Finan Comm, Personnel	history of professional development expenses; line items in both artistic and admin	
	f. Solict funds to increase the Conductor's Endowment (used for prof dev)	1/1/17	Board/ ED/ Finance/Funding Com.	information from endowment and funding plan	
6. Recruit and retain a gifted and diverse group of board members.					
	a. Adopt Board Statement on Diversity	1/21/15	Board, Strategic Plan Comm.	informed by discussion during the strategic planning process	
	b. Revise board matrix with list of current assets and needs	4/22/15	ED, Board Chair, Governance	updating the current matrix and forecasting potential weak areas or needs	
	c. Evaluate board application process and forms	4/22/15	ED, Board Chair, Governance	current application; representative models from peer orchestras	
	d. Create Task Force to consider creation of an Advisory Board	6/1/15	ED, Board President	peer orchestra models; assesment of needs v. current board capacity	
7. Provide for Board Development					
	a. Develop & implement Board self-evaluations	4/22/15	Governance Comm, Board	use of materials from Board Source and the League of American Orchestras	
	b. Commit funds/budget for board development	4/22/15	Finan Comm, ED	based on needs for education about board responsibilities	
	c. Conduct annual board retreat	annually by Oct	ED, Board	use League of American Orchestra resources for selection of appropriate starting topics	
	d. 75% of Board meetings contain Board Development component	7/22/15	ED, Board Pres.	this has already begun; to include the majority of meetings by this date	
	e. 50% of Board attending 1-2 Arts or Orchestra national/regional workshop	6/1/17	ED, Board Pres, Governance	grant resources; budget line item; rotation of board member responsibilities	
	f. Create rotation list for Board member attendance/development	6/1/17	ED, Board Pres., Governance	rotation list of "representatives" who go to conferences, workshops for period of time with funding for travel and registration by grants and TSO budget	
	e. BHAG --sponsor or co-sponsor nationaly known arts speaker to area	fiscal year 2017	ED, Board, Funding Comm	examples would be NEA Chair; League of American Orchestra's CEO...	

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APPENDIX A–GOAL A

TSO Strategic Plan 2015-2020

MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education

GOAL A: Achieve stability and growth in financial and human recources.

Objectives	Action Items	Target Date	Assignment	Resources Needed	Status
A. Maximize the retention and use of current and future volunteers.					
	a. Identify most consistent volunteers	6/1/15	ED, Operations Vol	inventory of committees; special events volunteers; over last 5 years	
	b. Compile list of mission work needing volunteers	8/1/15	ED, Operations Vol, Comm Chairs	committee job descriptions; office tasks lists; special events/fundraising needs	
	c. Revise and make additions to Volunteer Handbook/Descriptions	6/1/16	ED, Operation Vol	current volunteer opportunities descriptions; models from peers; Arkansas NP Alliance	
	c. Create task force to study feasibility and organization of Vol Organization	10/28/15	Board Pres, ED	history of like organizations in Tak; peer orchestra models; state volunteer organizations	
	d. If feasible, launch volunteer organization	6/1/16	Board		

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APPENDIX A – GOAL B

TSO Strategic Plan 2015-2020					
MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education					
GOAL B: Produce symphonic programs of exceptional quality.					
Objectives	**Action Items**	**Target Date**	**Assignment**	**Resources Needed**	**Status**
1. Create a 3-5 year artistic plan.					
	a. Define large-scale Masterworks goals	3/31/15	MD, Artistic Comm	history of last 5 years; tkt sales trends; MD personal goals; audience survey feedback	
	b. Present detailed 3 year plan, MW specific;	5/27/15	MD, Artistic Comm, Fund Comm	informed by goals set by Artistic Comm, MD and Funding Comm; audience feedback	
	strive to incorporate MW from last 100 yrs				
	c. Annual Evaluation of 3 year MW Plan	Annually Oct	Aritstic Comm, MD, ED, Funding	ticket sales data; audience survey data; musician feedback	
	d. Develop philosophy for Pops Series concerts	5/27/2015	MD, ED, Artistic Comm.	peer orchestra trends; League of American Orchestra's data on admin	
	e. Develop 2 year plan for Pops Concerts	5/27/15	MD, ED, Artistic Comm.	based on data from above; trends in peer orchestras; audience tkts sales history	
	f. Present to Board detailed 2 year plan for Pops	8/26/15	MD, ED, Artistic Comm.	from history collected from sources below	
2. Build a consistent core of musicians from season to season.					
	a. Develop master list of top Musicians	4/30/15	MD, Personnel Manager, Oper	orchestra personnel rosters from last 5 years; audition results/reviews; references	
	b. Create desired core musicians list and position	5/15/15	MD, Personnel Manager	list of positions to be in core; # of musicians; peer orchestra research	
	c. Survey the Core Musicians on Consistency	6/1/15	MD, Personnel Manager, ED	survey monkey, history of questions asked of personnel manager; needs of orchestra	
	d. Launch Task Force on growing resident pool of	9/1/15	Board Pres, MD, ED, Artistic Comm	peer orchestra structures; personnel manager input; local school systems needs	
	musicians long-term.				
	e. Partner with local schools to hire another locally	8/1/16	ED, MD, Artistic Comm, Funding	needs of local schoools/districts; deans of area music schools; education criteria	
	based professional string musician				
	d. BHAG - attract resident string quartet to Txk	6/1/20	ED, MD< Artistic Comm, Funding	peer orchestra trends; needs of local districts; needs of other area orchestras	
3. Provide for guest conductors.					
	a. Develop plan for guest conductors	4/22/15	MD, Artistic Comm, ED	peer orchestra information; League of American Orchestra's conductor information	
	b. Host guest conductor for Pops or Education Concert	fiscal year 2016	MD, Artistic Comm, ED	based on Artistic Committee programming, most likely pops programs first	
	c. Host guest conductor for 1 Masterworks Concert	fiscal year 2017	MD, Artistic Comm, ED	beased on Artistic Committee programming, audience review of 1st guest conductor	
	d. Plan for at least 1-2 guest conductors annually	fiscal year 2020	MD, Artistic Comm, ED	audience feedback; guest conductor fees schedules; Artistic Comm plans	
	based on number of concerts per seaon				

APPENDIX A – GOAL C

TSO Strategic Plan 2015-2020

MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education

GOAL C: Build and Maintain an increasing and diverse audience base.

Objectives	Action Items	Target Date	Assignment	Resources Needed	Status
1. Create an audience assessment policy/process					
	a. Develop list of program areas to be assessed: ticketing, concert repertoire/experience, so on...	6/30/15	ED, Artistic, Funding	previous surveys, peer knowledge, artistic plans for next 2 seasons, audience demographics, single ticket sales trends	
	b. Plan use of data collected in surveys	6/30/15	ED, Artistic, Funding, Oper	study use of previous collected data, League of American Orchestra's concert data	
	c. Decide on number of surveys to be done annually.	6/30/15	ED, Artistic, Funding	review of success with concert by concert surveys, peer methods--email, print, online	
	d. Determine appropriate measurement tools.				
	e. Create and launch surveys for season 2015-2016	8/1/15	ED, Artistic, Funding	best practices of marketing surveys, peer success, TSO previous success	
	f. Evaluate Survey results to-date	1/15/16	ED, Artistic, Funding	deployment methods need change? Return rate? Data usefulness?	
	g. Establish rubric for survey/ communications with 1st time concert goers, whether they complete survey fully or not	1/15/16	ED, Artistic, Funding, Oper	may be informed by funding plans; likely through emailed responses and offers the Dallas Symphony Orchestra model is good--research further	
	h. Design and Schedule Surveys for 16-17 and 17-18 Seasons based on Artistic Committee long-term plans	6/1/17	ED, Artistic, Funding, Oper	use of data over 3 year cycle; best practices in transforming artistic plans based on audience feedback	
	i. Evaluate survey methods, measurements, data for 3 yr period	4/30/18	ED, Artistic, Funding	data collections; CRM program and Funding history	
	j. Desgin and Schedule Surveys for 18-19 and 19-20 Seasons	6/1/18	ED, Artistic, Funding	techonologies likely to have changed; audience demographics/growth or decline?	
2. Develop and Market concerts to non-traditional audiences or underserved groups.					
	a. Participate in Txk Arts & Historic District Economic Impact Studies to be conducted with A&M and Chamber of Commerce	FY2016	ED	TSO ticket buyer, audience demographics, and patron data; data of peers in like cities, data from local and regional peers and partner organizations, ED time	
	b. Determine if separate Task Force is needed for project/work	5/31/15	ED, Board Pres	Based on goals of Impact Study and potential to benefit TSO individually	
	c. Identify potential audience segments.	8/30/15	ED, Fund, Finan, or Task F	data from A&H and A&M Impact Study; audience/ticket buyer data, patrons	
	d. Hold focus group meetings with reps of potential segments	fall 2015	ED, Fund, Finan, of Taks F	partly in conjuntion with study data, peer input on questions to ask, artistic plans	
	e. Create/compile profile data on recent and potential audiences	3/31/16	ED, Fund, Finan or Task F	impact study results, state arts data, local demographic, League Mapping Study data	
	f. Determine best means to reach these groups: specific concerts/programming, events around existing concerts, or develop affinity groups (young professionals...)	5/1/16	ED, Fund, Artistic or Task F	comprehensive data from TSO surveys, attendance, impact results, artistic planning	
	g. Research best means to market to underserved audiencess or groups: marketing analysis.	6/12016	ED, Task F	peer orchestra data, League Conference Data, State data, TSO success history	
	h. Add underserved focus to one concert per season	start 15-16	ED, MD, Artistic, Task F	plans for outreach based on known data before Impact study, informed for future	
	e. Strive for strategic thinking in repertoire selection and concert development--always asking who would attend?	Annually	ED, MD, Artistic	as a part of ongoing 3 yr cycle planning and evaluation of Artistic goals	
3. Increase single ticket/walk-up revenues.					
	a. Research the posibilities and limitations of ticket sales with the PTMC.	4/30/15	ED, Operations, Funding	records of box office, TSO history, peer trends, abilities of Choice System (at Perot)	
	b. Negotiate better audience data capture with PTMC	6/1/15	ED, Board Pres, Funding	data needs for last minute walk-ups; records of instances of failed equipment	
	c. Consider costs of Choice Overlay to TSO new CRM program	summer 15	ED, Operations, Finan	costs from Choice, usefulness of data, commitment of PTMC to update, CRM type and requirements of program	
	d. Update or provide new means to purchase tickets through TSO website	7/1/15	ED, Board Pres, Operations	Choice and PTMC requirements; changes to PTMC site; new website updates	

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APPENDIX A – GOAL C

	A	B	C	D	E	F	G	H	I	J	K	L
1	**TSO Strategic Plan 2015-2020**											
2	*MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education*											
3	**GOAL C: Build and Maintain an increasing and diverse audience base.**											
5	**Objectives**		**Action Items**		**Target Date**		**Assignment**		**Resources Needed**		**Status**	
48			e. Broadly Market a Pick-3 or 4 option for season tickets		start 15-16		ED, Operations, Box office		box office abilities, marketing materials, updated website			
49			f. Addition of "Rush Hour" style ticketing		season 16-17		ED, Operations, Box office		test this option at one concert in 15-16, implement for all pops in 16-17			
50			c. BHAG–have dynamic ticket pricing by 2020.		2018-2020		ED, Operations, Box office		updates to PTMC systems and their commitments, cost of a seat changes with			
51									demand, location, and date-to-concert realtime data see Dallas Symphony example			
52	4. Explore alternative concert venues and formats.											
53			a. Work with the Cities of Txk to establish possible venues		2015-2016		ED, Board Pres, Operation		previous attempt background, parks/rec location in cities, costs of equipment rental			
54			for outdoor concerts.						sound system needs, musicians pay expectations, peer experiences with format			
55			b. Canvass/Survey current audience on implementation of		4/1/16		ED, Operations, Funding		based on peer experience, upper patron ideas (Tom Sadowski and Anonymous),			
56			new formats: matinee concerts, family concerts, chamber						included in paper concert survey and possible email/online surveys			
57			music, outdoor...									
58			c. Research and create up-to-date $$ on outdoor concerts.		summer 2016		ED, Operations, Funding		League data and vendors list, equipment available for rent in Texarkana, shell			
59			d. Develop list of potential partners/underwriters of		by 9/1/2016		ED, Board Pres, Funding		could result in task force to complete funding and logistic process...names that			
60			alternative concert formats.						recur are Tom Sadowski, Don Howren, Anonymous, and others...			
61			e. Explore Chamber or "Symphony where you are" concept		6/1/15		MD, ED, Artistic		goals and past meetings with A&M, examples from Longview Sympony and St Louis			
62			e. Reimplement Chamber Concert series by 2017.		season 16-17		MD, Artistic, ED		ticketing methods, price, locations, partners contribution			
63			f. BHAG–present some form of outdoor concert by 2018.		season 18-19		ED, Artistic, Task F		outdoor venue concert Task Force recommendations			
64												
65												

APPENDIX A – GOAL D

TSO Strategic Plan 2015-2020

MISSION: to pursue for all, the transformative power of symphonic music through excellence in live performance and education

GOAL D: Create exceptional educational and outreach programs in all endeavors.

Objectives	Action Items	Target Date	Assignment	Resources Needed	Status
1. Implement the TYSO Strategic Plan					
	a. Create a community advisory council	6/1/15	Edu Comm, ED, Oper., TYSO C	list of volunteers identified, input from parents and educators	
	b. Develop 2 year plan for interactive opportunities between TSO & TYSO (ex. Side-by-side)	8/1/15	TYSO C, Artistic Com, ED, MD	review successes and challenges of previous side-by-side performances schedule at least 1 side-by-side opportunity every other year.	
	c. Meet annually with TSO Funding Com. to determine needed assistance from TYSO advisory group	Annually Nov	ED, Funding, Advisory Counc. TYSO Cond./MD/ED	TYSO strategic plan; funding needs and capabilities with TSO budget, funding opportunities through grants and large individual donors	
	d. Provide volunteer & financial assistance for local, week-long string camp	Summer 2018	TSO Bd, TYSO Adv., Edu. Com.	as part of the TYSO Strategic Plan as a long-range goal	
2. Support music education in area schools & universities					
	a. Work with public school districts to improve string programs; provide guest artist experiences, after school programs, private lessons	by 6/1/2016	ED, Educ Comm, Operations	see Goal B,2,d ,on coooperating to bring resident quartet to Texarkana; potential to impact schools and TYSO; possible pool of current TSO musicians who could give time	
	b. Explore impact a resident string quartet could have	9/1/15	Educ Com, Operations, ED	results of Goal B, Objective 2;	
	c. Explore potential for extended, annual artist residencies funded by AR Arts Council, school districts, ArtsSmart	7/1/15	ED, Educ Com, Operations	background on colaborations; outreach to surrounding area districts	
	d. Revamp/redesign TSO in-school education programs to make them more visible and marketable	summer 2016	Educ Com, MD, ED, Fund	past programs; peer orchestras, data from DC office of League/NEA, Aritstic Plans	
	e. Expand discussions with Texarkana A&M for campus series	4/30/15	ED, Educ Com, Artistic	meetings with A&M President in 2014, dialog with possible funders	
3. Continue to provide concerts designed especially for school-aged students					
	a. Evaluate effectiveness of Student Concerts in the Perot Theatre	6/1/15	Educ Comm, ED, Operations	review teacher surveys and comments, effectiveness of program styles	
	b. Develop curriculum for orchestra performances (K-12)	by FY 2018	MD, ED, Educa Comm	using existing packets and making more online materials, educational consultant	
	c. Commission new works for Student Concerts	Jan-16	MD, ED, Educa Comm, Funding	Commission new work based on classical masterworks; models from St Louis, Boudewyns	
	d. Addition of a Family Concert	Jan 2017	MD, ED, Educa Comm, Funding	Family concert centered around the same work as used in Student Concerts	
4. Promote a life-long appreciation of music and the orchestra					
	a. Create concert program based "you take it from here" educational materials to lead audience to explore	9/1/15	ED, Educa Comm	use test models from 14-15 season; tied to new website; guest writers?	
	b. Create up-to-date informational programs/stories for presentation to variety of community groups	6/1/16	ED, MD, Educa Comm	updating existing conductor "talks," peer research in public value and community awareness talks for promotion of orchestra's education benefit to the community	

TYSO Strategic Plan
FY15 – FY19

Guiding Principles

Mission
The mission of the Texarkana Youth Symphony Orchestra is to foster a love of music and build friendships through excellence in orchestral education and performance experiences.

Vision
It is our vision that the Texarkana Youth Symphony Orchestra will be widely recognized as a premiere orchestral education program.

Goals:

I. The students will grow as musicians and individuals.

Objectives:

A. Students create a musical skills development plan.
Strategies:
1. Through a survey, students will set a musical goal for their own music skills development.
2. Provide leadership opportunities during rehearsals and performances, i.e. earn principal position, lead/organize an ensemble.

B. Students develop a plan for self-achievement.
Strategies:
1. Through a survey, students will offer suggestions for developing personal goals.
2. Develop a student advisory committee and set tasks.
    a. Plan fundraisers
    b. Social activities
    c. Explore other leadership opportunities outside of rehearsal and performance
3. Allow for a social time at practice, i.e. for snacks, announcements.

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II. Orchestral education and performance experiences are challenging and rewarding.

Objectives:

A. Side by side concert opportunities for TYSO
   Strategies:
   1. TSO Music Director and TYSO Conductor collaborate to prepare date and repertoire.
   2. Provide professional section coaches.
   3. TSO Music Director leads rehearsals.

B. Create opportunities for ensemble experiences and performances.
   Strategies:
   1. Survey student interest.
   2. Create ensembles and plan repertoire.
   3. Create a structure for ensemble rehearsal.
   4. Explore venues for ensemble performance opportunities.

C. Reward commitment to TYSO
   Strategies:
   1. Explore funders to provide TYSO members with tickets to professional orchestral concerts.
   2. Offer resume references for further education.
   3. Feature ensemble(s) at TYSO concerts and community events.
   4. Offer scholarships to sponsor qualified TYSO students for summer music camp experiences.

D. Offer a summer week-long String Camp.

III. Organizational structure supports TYSO's growth.

Objectives:

A. Create a Community Advisory Council to:
   - Communicate new mission, vision, and values to students and parents.
   - Recruit council members and volunteers to accomplish Strategic Plan goals and objectives.
   - Plan and implement programs and projects.

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B. Create a marketing plan for TYSO.
Strategies:
1. Expand TYSO presence on TSO website. (Include the TYSO Strategic Plan online)
2. Coordinate with TSO for email blasts, print materials, and advertising.
3. Promote short and long-term benefits for students and parents.
4. Create awareness of community benefits from students' TYSO experience.

C. Develop an evaluation plan for measuring effectiveness of TYSO programs.
Strategies:
1. Periodically review programs and their impact on students achieving their musical and individual goals.
2. Conduct annual student and parent surveys.
3. Survey concert audiences.
4. Create an online survey for music educators to get input regarding TYSO.
5. Track the TYSO students' high school graduation and college admission rates.

IV. Funding fully supports TYSO operations.

Objectives:

A. Develop a funding plan that diversifies TYSO funding across multiple funding streams.

B. Work with TSO's funding committee to identify income sources.
Strategies:
1. Corporate sponsors
2. Grants
3. Patrons

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TSO Resources Inventory

Artistic Staff

Music Director/Conductor (part-time, salary, resident)

Youth Symphony Conductor (part-time, salary, resident)

Concertmaster (excellent for orchestra of our size, non-resident, contractor)

Principal Musicians (8 positions are longstanding, non-residents, contractors)

Librarian (part-time, hourly)

Personnel Manager (non-resident, contractor)

Administrative Staff

Executive Director (full-time, salary)

Volunteer Director of Operations (full-time equivalent)

Bookkeeper (part-time, hourly)

Data Entry Volunteer (2-3 hours per week as needed)

Current Assets

Office Equipment

2 Office Computers (2013) (purchased)
1 HP Laser All-in-1 Printer (2014) (donated)
1 Canon All-in-1 Printer (2008)
Xerox Digital Copier (2010) (contracted)
Business Phone System (2010) (3 handsets, 3 phone lines, one dedicated fax line)
BancorpSouth Merchant Services Credit Card Terminal (2010) (wireless type)
Linksys Wireless Router (2014)
Software: Windows 7, Office Home & Business 2013, Quickbooks Pro Non-Profit 2013, Adobe Creative Suite 6.
Furniture, Filing Cabinets (files and music)
Paper Donations from Domtar (Letter, Legal, Tabloid, end-roll)

Artistic Equipment

Music Library: 241 Symphonic, Scores/Parts; 26 Choral Anthems/Collections
8 Wenger Cello Chairs
1 Professional 88-Key Digital Piano
52 Orchestra stand lights
1 Wenger Double Conductor's Podium

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Crash cymbals, suspended cymbal, triangle, tambourine
1 bass drum (medium sized) and stand
Wenger School Percussion Table
Wenger School Locking Percussion Cabinet
¾ Double Bass and Bow
Maple Snare Drum and Stand
3 Ludwig Hammered Copper Timpani and Covers

Financial Reserves (from Statement of Financial Position 8/9/2014, see attached)

Checking/Savings Balances

$112,170.12	Commercial National Bank Checking
$2,174.36	Commercial National Bank Money Market Account
$52,394.93	Farmer's Bank & Trust 9mos. CD at 1.07%

Accounts Receivable

$42,184.34	Grants
$7,200	Pledges
$8,280	Program Ads

Deferred Income

$57,262	Season Ticket Sales

Endowment

$10,000	Arkansas Community Foundation—Conductor's Endowment

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TSO Task Force SWOT Analysis

Strengths:

1. TYSO – education
2. Excellence of performances and consistency in everything
3. Consistency of staff
4. Staff – highly competent and devoted
5. Passionate leadership
6. Musical resources to do the mission we say we will do
7. People are still excited about TSO
8. Location downtown
9. Quality – print material, music – high standards
10. Donor base
11. Dedicated Board members; "snob appeal"; concerts for everyone

Weaknesses:

1. Mission creep – too much experimentation; going away from core mission/over reaching; not always true to the mission
2. Long-range financial instability; precariousness
3. Lack of staff – need more staff to sustain our goals
4. Mean age is "older" for performances/supporters ("younger" crowd on Saturdays)
5. Lack of Board leadership in fundraising; working Board, giving Board – "Give and Get"
6. Need outreach in communities; geographic; pursue people; variety of audiences; more diverse
7. We have a large number of larger donors. We do not have a large number of small donors. We don't have a feeder system.
8. A lack of visible and significant partnerships to be involved with the TSO – How can TSO help other organizations?
9. Limited venues (eg. Outdoor)
10. Interest; involvement*; investment

Opportunities:

1. Expanded educational institutions; college age students
2. Texarkana – on great growth track
3. 10 hear anniversary
4. Partnerships with non-musical organizations
5. The economic climate may change – be ready
6. TSO is receiving recognition from non-musical entities: businesses, media, Chamber council members; use as a springboard for TSO
8. To be able to hire a marketing communications group
9. Growth of TYSO/ public school system
10. TSO is unique to Texarkana
11. Use technology to our advantage
12. Position ourselves to perform for conventions and other opportunities

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Threats:

1. TRAHC; more varied performances
    - In business 35 years
    - Broadway
    - Ballet
    - Country
    - Theatre
    - Arts on campuses
    - Visual arts
    - *NOT classical
2. Some large donors desire to fund that variety of arts presentations
3. People think TSO is a "sub-set" of TRAHC
4. Perot Theatre managed by TRAHC
5. Lack of marketing/communications; *messaging campaign
6. ArtsSmart
7. The city may get burned out
8. The Depot will have another "BRAC" resulting in loss of supporters
9. State and Federal funding will decrease
10. Increasing musician costs
11. Volunteer drain
12. People may lose excitement for what we do; we need to adapt
13. We limit our potential
14. Need a larger pool of smaller donors

In 3 years, how do you hope TSO is different from what it is today?

1. Development officer on staff
2. A larger consistent audience
3. More integration of youth
4. Own identity
5. Everybody will know we exist – Cheers!
6. More diverse audience
7. Recognized presence on college campuses
8. Economic viability guaranteed
9. Larger budget – revenue and expenses
10. More musicians living in Texarkana
11. New options for musical performances
12. Better/consistent messaging in the community

What 4 to 5 things are <u>most</u> important to do to make sure TSO is successful in the future?

1. More revenue from donors, ticket sales, development officer
2. Quality of performances; top know artists
3. Keep minds open to more types of music
4. Administrative staff
5. Maintain Executive Director and Conductor of high caliber
6. Have our own venue!

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If you could change <u>one</u> thing in TSO, what would it be!

1. Plant a "money tree"
2. A bequest to endow TSO
3. Always sell out the concerts
4. Hire a person to take charge of financial/resource development
5. Branding/messaging

Board Leadership Development

1. Young professionals group
2. **Advisory** council
3. Hold positions on the Board for several college and high school students
4. Need more diversity – culture, ethnicity, geography, work place

Resource Development

1. Hire development officer
2. Consider skill-set required
3. Opportunity to "move people up" in giving
4. Benefits to sponsors

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Texarkana Symphony Orchestra

Program Analysis — Compass Point's Dual Bottom Line

4 Topic Questions

1. ***Mission***. How well are we achieving our mission and how could we have a greater impact? (First generally and then specifically to each program.)

2. ***Finances***. Are our operations financially viable, and how can we ensure the long-term financial stability of our organization? Do we have effective financial management systems in place to monitor our finances? How does our financial situation impact each program we offer?

3. ***Administrative Capacity***. Do we have the administrative capacity to effectively and efficiently support our programs and services? What would it take to maximize our organizational capabilities in terms of planning, human resources and leadership, organization culture and communication, and our technology and facilities infrastructure?

4. ***Governance***. How effective is the board at protecting the public's interest, ensuring that charitable dollars are used effectively and efficiently and that the organization is fulfilling its mission? Does the board understand how our programs fit our mission and the dollars we spend on them? What can we do to ensure that our board is able to fulfill its governance role now and for the future?

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Texarkana Symphony Orchestra

Discussion from Strategic Planning Meeting on July 28, 2014 and revised at August 10, 2014 meeting.

Major Themes

Diversity...but remember the HEART of what we do in the process...not everyone will like what we do nor will they be interested in supporting us...board members...audience...

Funding...must have adequate resources to continue our mission and reach new objectives...growing the lower end of our donor base...what is sustainable and what is not...maintaining and growing streams of earned revenue (concert tickets)...establishing a fund reserve (part of the sustainability issue)...funding plan...continued expansion of grant writing (where appropriate)

Marketing...to our community about what we do and what we offer...impact on community that still doesn't know we exist...website...television...public value/quality of life...get or buy a "solicitation list" to grow contacts...identity that stands out in community...relationships with TRAHC and other arts organizations—collaborative vs. competitive...social media

Education...exploit TYSO...expand student concerts...means of educating audience and public about music...build on relationships with college/universities...develop possible relationships and residencies with public school systems...

Concert Excellence...maintain and grow the level of playing and musicianship... provide professional development for conductors...variety of music...guest conductors...outdoor concert...explore other venues besides Perot...

Staffing...grow resources to adequately staff the programs we have without jeopardizing the future...administrative assistant...development...marketing...support and adequately fund continuing education for our current staff

Snob Appeal...address this perception, right or wrong...music for everyone...ticket pricing...

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8.1.d
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Texarkana Symphony Orchestra

Programming List as of Summer 2014

Present Programs:

Concerts

- 3 Masterworks Concerts
- 2 Pops Oriented Concerts
- Christmas at the Perot

Education/Outreach

- Texarkana Youth Symphony Orchestra
- Student Concerts at the Perot
  - 9:30AM—K-5th Grade
  - 12:30PM—6th-12th Grade
- Guest Artists in Schools
- Pre-Concert Lectures

Earned Income Programs

- Program Sponsorship Ads
- Advanced Discount Season Tickets
- Pick 3 & Pick 4 Ticket Packages

Contributed Income Programs

- Celebrity Conductor Competition
- Annual Benefit Draw Down

Development Programs

- Concert Sponsors
- Pre-Concert Wine & Cheese Receptions
- Post-Concert Patron Parties
- Annual Fund
- Chair Sponsors
- Grants

Evolving or Past Special Programs:

Concerts

- Black History Month
- Gospel Concert
- Creepy Classics Collaborative Concert
- Chamber Concert Series (presenting ensembles)
- International Exchange Concert
  - St. James Concert
  - Maestro to Italy

Education/Outreach

- Maestro in Schools
- Musicians in Schools
- Youth Concerto Competition
- TYSO/TSO Side-by-Side Concerts

Earned Income Programs

- Orchestra Run-outs (large and small)
  - OBU Messiah Performance
  - OBU Opera Performance
  - MRC Cornerstone Event
  - Martha and Josh Morriss Event
  - Julia Mobley
  - TRC Performances

Development Programs

- Patron Cultivation Events/Season Kick-Off
- Season Kick-Off Party at TCC
- Patti and Chuck Shaffer
  Caroline and Mike Craven
  Wanda and Jon Northam
  Judy and Jim Morgan/Mike and Pete Mankins

Using the Dual Bottom Line Matrix

MISSION Impact Programs…

- tangible results
- visible progress towards achieving mission
- leverage potential—synergy with other programs

FINANCIAL Viability Programs…

- cover all costs (both direct and indirect)
- generates a surplus of revenue (profitable)
- is projected to have financial sustainability in the future
- has a proven financially viable business model

Recommended Strategies for Each Quadrant:



STAR= High Mission Impact + High Financial Viability
Business Strategy: Invest and Grow



STOP= Low Mission Impact + Low Financial Viability
Business Strategy: Discontinue or Give Away



HEART= High Mission Impact + Low Viability
Business Strategy: Keep but Contain Costs



MONEY TREE= Low Mission Impact + High Profitability
Business Strategy: Water and Harvest, Increase Impact

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MISSION ↑ VIABILITY ↓

3 Masterworks Concerts
Student Concerts at the Perot K-12
Guest artists in schools
Pre-Concert Lectures

Black History Month
Chamber Concerts
International Exchange
Maestro in Schools

BHAG-Resident

Keep, Contain Costs

MISSION ↑ VIABILITY ↑



Pops Concerts (orchestra centerd)
Christmas at the Perot concert
TYSO
Chair Sponsors
Pre-Concert Lectures
Gospel Concert
TYSO/TSO Side-by-Side

Invest and Grow



MISSION ↓ VIABILITY ↓

Pick 3 and Pick 4 Ticket Packages
Creepy Classics
Concerts in Schools (12 musicians)
Youth Concerto Competition

Discontinu[illegible] Give Away

MISSION ↓ VIABILITY / PROFITABILITY ↑



Christmas at the Perot concert
1 Pops Oriented Concert (guest artists)
Program Sponsorship Ads
Advance Ticket Sales at Discount
Celebrity Conductor Competition
Annual Benefit/Drawdown
Concert Sponsors
Wine & Cheese pre-concert Party
post-concert Patron Parties
Annual Fund Drive
Chair Sponsors
Grants
Pick 3 & Pick 4
Earned Income

Water and Harvest, I[illegible]ase Impact

Texarkana Symphony Orchestra
Employee Handbook

Texarkana Symphony Orchestra

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EMPLOYEE RECEIPT AND ACCEPTANCE

I hereby acknowledge receipt of the Texarkana Symphony Orchestra (TSO) Employee Handbook. I understand that it is my continuing responsibility to read and know its contents. I also understand and agree that the Employee Handbook is not an employment contract for any specific period of employment or for continuing or long-term employment. Therefore, I acknowledge and understand that unless I have a written employment agreement with TSO that provides otherwise, I have the right to resign from my employment with TSO at any time with or without notice and with or without cause, and that TSO has the right to terminate my employment at any time with or without notice and with or without cause.

I have read, understand and agree to all of the above. I have also read and understand the TSO Employee Handbook. I agree to return the Employee Handbook upon termination of my employment.

Signature _____

Print Name _____

Date _____

CONFIDENTIALITY POLICY AND PLEDGE

Any information that an employee learns about TSO, or its members or donors, as a result of working for TSO that is not otherwise publicly available constitutes confidential information. Employees may not disclose confidential information to anyone who is not employed by TSO or to other persons employed by TSO who do not need to know such information to assist in rendering services.

The disclosure, distribution, electronic transmission or copying of TSO's confidential information is prohibited. Any employee who discloses confidential TSO information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

I understand the above policy and pledge not to disclose confidential information.

Signature: _____

Print Name: _____

Date:_____

Please sign and return to the Executive Director.

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Texarkana Symphony Orchestra
EMPLOYEE HANDBOOK

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I. MISSION

The mission of the Texarkana Symphony Orchestra (TSO) is to pursue, for all, the transformative power of symphonic music through excellence in live performance and education.

II. OVERVIEW

The Texarkana Symphony Orchestra (TSO) Employee Handbook (the "Handbook") provides general guidelines about TSO policies and procedures for employees. It is a guide to assist you in becoming familiar with some of the privileges and obligations of your employment, including TSO's policy of voluntary at-will employment. None of the policies or guidelines in the Handbook give rise to contractual rights or obligations, or a guarantee of employment for any specific period of time, or any specific type of work. Additionally, with the exception of the voluntary at-will employment policy, these guidelines are subject to modification, amendment or revocation by TSO at any time, without advance notice.

The personnel polices of TSO are established by the Board of Directors, which has delegated authority and responsibility for their administration to the Executive Director. The Executive Director may, in turn, delegate authority for administering specific policies. Employees are encouraged to consult the Executive Director for additional information regarding the policies, procedures, and privileges described in this Handbook. Questions about personnel matters also may be reviewed with the Executive Director.

TSO provides each individual a copy of this Handbook upon employment. All employees are expected to abide by it. The highest standards of personal and professional ethics and behavior are expected of all TSO employees. Further, TSO expects each employee to display good judgment, diplomacy and courtesy in their professional relationships with members of TSO's Board of Directors, committees, membership, staff, and the general public.

III. EMPLOYMENT POLICIES AND PRACTICES

A. Definition of Terms

1. Employer. The TSO is the employer of all full-time and part-time employees. An employee is hired, provided compensation and applicable benefits, and has his or her work directed and evaluated by TSO.

2. Full-Time Employee. A Full Time Employee regularly works at least 35 hours per week.

3. Part-Time Employee. A Part-Time Employee regularly works less than 35 hours per week.

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4. Exempt Employee. An Exempt Employee is an employee who is paid on a salary basis and meets the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA").

5. Non-Exempt Employee. A Non-Exempt Employee is an employee who is paid an hourly rate and does not meet the qualifications for exemption from the overtime requirements of the Fair Labor Standards Act ("FLSA"). For Non-Exempt Employees, an accurate record of hours worked must be maintained. TSO will compensate non-exempt employees in accordance with applicable federal and state law and regulations.

All employees are classified as Exempt or Non-Exempt in accordance with federal and state law and regulations. Each employee is notified at the time of hire of his or her specific compensation category and exempt or non-exempt status.

IV. VOLUNTARY AT-WILL EMPLOYMENT

Unless an employee has a written TSO employment agreement that provides differently, all employment at TSO is "at-will." That means that employees may be terminated from employment with TSO with or without cause, and employees are free to leave the employment of TSO with or without cause. Any representation by any TSO officer or employee contrary to this policy is not binding upon TSO unless it is in writing and is signed by the Executive Director with the approval of the Board of Directors.

V. EQUAL EMPLOYMENT OPPORTUNITY

TSO shall follow the spirit and intent of all federal, state and local employment law and is committed to equal employment opportunity. To that end, the Board of Directors and Executive Director of TSO will not discriminate against any employee or applicant in a manner that violates the law. TSO is committed to providing equal opportunity for all employees and applicants without regard to race, color, religion, national origin, sex, age, marital status, sexual orientation, disability, political affiliation, personal appearance, family responsibilities, matriculation or any other characteristic protected under federal, state or local law. Each person is evaluated on the basis of personal skill and merit. TSO's policy regarding equal employment opportunity applies to all aspects of employment, including recruitment, hiring, job assignments, promotions, working conditions, scheduling, benefits, wage and salary administration, disciplinary action, termination, and social, educational and recreational programs. The Executive Director shall act as the responsible agent in the full implementation of the Equal Employment Opportunity policy.

TSO will not tolerate any form of unlawful discrimination. All employees are expected to cooperate fully in implementing this policy. In particular, any employee who believes that any other employee of TSO has violated the Equal Employment Opportunity Policy should report the possible violation to the Executive Director.

If TSO determines that a violation of this policy has occurred, it will take appropriate

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disciplinary action against the offending party, which can include counseling, warnings, suspensions, and termination. Employees who report, in good faith, violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation. Upon completion of the investigation, TSO will inform the employee who made the complaint of the results of the investigation.

TSO is also committed to complying fully with applicable disability discrimination laws, and ensuring that equal opportunity in employment exists at TSO for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis. Reasonable accommodations will be available to all qualified disabled employees, upon request, so long as the potential accommodation does not create an undue hardship on TSO. Employees who believe that they may require an accommodation should discuss these needs with the Executive Director.

Questions regarding this policy should be directed to the TSO Executive Director.

VI. POLICY AGAINST WORKPLACE HARASSMENT

TSO is committed to providing a work environment for all employees that is free from sexual harassment and other types of discriminatory harassment. Employees are expected to conduct themselves in a professional manner and to show respect for their co-workers.

TSO's commitment begins with the recognition and acknowledgment that sexual harassment and other types of discriminatory harassment are unlawful. To reinforce this commitment, TSO has developed a policy against harassment and a reporting procedure for employees who have been subjected to or witnessed harassment. This policy applies to all work-related settings and activities, whether inside or outside the workplace, and includes business trips and business-related social events. TSO's property (e.g. telephones, copy machines, facsimile machines, computers, and computer applications such as e-mail and Internet access) may not be used to engage in conduct that violates this policy. TSO's policy against harassment covers employees and other individuals whose relationship with TSO enables TSO to exercise some control over the individual's conduct in places and activities that relate to TSO's work (e.g. directors, officers, contractors, vendors, volunteers, etc.).

Policy on Sexual Harassment: TSO's policy against sexual harassment prohibits sexual advances or requests for sexual favors or other physical or verbal conduct of a sexual nature, when: (1) submission to such conduct is made an express or implicit condition of employment; (2) submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual who submits to or rejects such conduct; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, humiliating, or offensive working environment.

While it is not possible to list all of the circumstances which would constitute sexual harassment, the following are examples: (1) unwelcome sexual advances -- whether they involve physical touching or not; (2) requests for sexual favors in exchange for actual or promised job

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benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment; or (3) coerced sexual acts.

Depending on the circumstances, the following conduct may also constitute sexual harassment: (1) use of sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; (2) sexually oriented comment about an individual's body, sexual activity, deficiencies, or prowess; (3) the display of sexually suggestive objects, pictures, cartoons; (4) unwelcome leering, whistling, deliberate brushing against the body in a suggestive manner; (5) sexual gestures or sexually suggestive comments; (6) inquiries into one's sexual experiences; or (7) discussion of one's sexual activities.

While such behavior, depending on the circumstances, may not be severe or pervasive enough to create a sexually hostile work environment, it can nonetheless make co-workers uncomfortable. Accordingly, such behavior is inappropriate and may result in disciplinary action regardless of whether it is unlawful.

It is also unlawful and expressly against TSO policy to retaliate against an employee for filing a complaint of sexual harassment or for cooperating with an investigation of a complaint of sexual harassment.

Policy on Other Types of Discriminatory Harassment: It is also against TSO's policy to engage in verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, gender, religion, sexual orientation, age, national origin, disability, or other protected category (or that of the individual's relatives, friends, or associates) that: (1) has the purpose or effect of creating an intimidating, hostile, humiliating, or offensive working environment; (2) has the purpose or effect of unreasonably interfering with an individual's work performance; or (3) otherwise adversely affects an individual's employment opportunities.

Depending on the circumstances, the following conduct may constitute discriminatory harassment: (1) epithets, slurs, negative stereotyping, jokes, or threatening, intimidating, or hostile acts that relate to race, color, gender, religion, sexual orientation, age, national origin, or disability; and (2) written or graphic material that denigrates or shows hostility toward an individual or group because of race, color, gender, religion, sexual orientation, age, national origin, or disability and that is circulated in the workplace, or placed anywhere in TSO's premises such as on an employee's desk or workspace or on TSO's equipment or bulletin boards. Other conduct may also constitute discriminatory harassment if it falls within the definition of discriminatory harassment set forth above.

It is also against TSO's policy to retaliate against an employee for filing a complaint of discriminatory harassment or for cooperating in an investigation of a complaint of discriminatory harassment.

Reporting of Harassment: If you believe that you have experienced or witnessed sexual harassment or other discriminatory harassment by any employee of TSO, you should report the incident immediately to your supervisor or to the Executive Director. Possible harassment by

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others with whom TSO has a business relationship, including customers and vendors, should also be reported as soon as possible so that appropriate action can be taken.

TSO will promptly and thoroughly investigate all reports of harassment discreetly and confidentially. The investigation would generally include: a private interview with the person reporting the incident and any other person(s) having information relevant to the incident; and a private interview with the person(s) against whom the report is registered. TSO's goal is to conduct a thorough investigation, to determine whether harassment occurred, and to determine the appropriate action.

If TSO determines that a violation of this policy has occurred, it will take appropriate disciplinary action against the offending party, which can include counseling, warnings, suspensions, or termination. Employees who report violations of this policy and employees who cooperate with investigations into alleged violations of this policy will not be subject to retaliation by TSO. Upon completion of the investigation, TSO will inform the employee who made the complaint of the results of the investigation.

Compliance with this policy is a condition of each employee's employment. Employees are encouraged to raise any questions or concerns about this policy or about possible discriminatory harassment with the Executive Director. In the case where the allegation of harassment is against the Executive Director, the Board President should be notified.

VII. SOLICITATION

Employees are prohibited from soliciting (personally or via electronic mail) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on TSO property during work time. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees.

VIII. POSITION DESCRIPTION AND SALARY ADMINISTRATION

Each position has a job description that includes: purpose of the position, areas of responsibilities, immediate supervisor(s), qualifications required, etc. A job description may be modified at any time by the Executive Director with the exception of the music director position.

A. PAYROLL

1. Employees will be paid twice monthly. When a pay date falls on a weekend or holiday, employees will be paid the workday before the weekend or holiday.
2. Checks will not be issued to any person other than the employee without written authorization from the employee.
3. No employee will sign his/her own check.
4. Voluntary terminations will be paid at regular pay date. Involuntary terminations will be paid on day of separation.

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B. PAYROLL TAXES

The Executive Director is responsible to see that payroll reports are timely and that all tax withholding from employee pay and employer matching contributions are timely paid.

IX. PERFORMANCE REVIEW

The performance of each employee is reviewed on an ongoing basis with the supervisor to provide a systematic means of evaluating performance.

The annual performance review is a formal opportunity for the supervisor and employee to exchange ideas that will strengthen their working relationship, review the past year, and anticipate TSO's needs in the coming year. The purpose of the review is to encourage the exchange of ideas in order to create positive change within TSO. To that end, it is incumbent upon both parties to have an open and honest discussion concerning the employee's performance. It is further incumbent upon the supervisor to clearly communicate the needs of TSO and what is expected of the employee in contributing to the success of TSO for the coming year.

Both supervisor and employee should attempt to arrive at an understanding regarding the objectives for the coming year. After the review is completed, both parties should sign the performance review form that is kept as part of the employee's personnel record and used as a guide during the course of the year to monitor employee progress relative to the agreed upon objectives.

The Executive Director reviews the work of all supervisors. Work reviews for other staff are the responsibility of the appropriate supervisor, subject to confirmation by the Executive Director.

X. LEAVE BENEFITS AND OTHER WORK POLICIES

A. Holidays

Full-Time Employees are eligible for six (6) holidays per year as follows:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

AND Two(2) Floating Holidays.

Full-time employees (employees who regularly work at least 35 hours per week) receive one (1) paid day off for each full day of holiday time. Employees wishing to take religious holidays may substitute a religious holiday for one of those listed above, with advance approval from their supervisor and the Executive Director. Temporary employees are ineligible for holiday leave benefits. In those years when Independence Day, Christmas Eve and Christmas Day, and New

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Year's Day fall on Saturday or Sunday, the Executive Director will-designate the work day that will replace the weekend holiday.

B. Professional Development

Recognizing the importance of supporting professional development activities, the TSO will provide specified funds for exempt employees, as available, according to the annual budget adopted by the Board of Directors.

Employee must submit supportive documentation (i.e. conference, workshop or class agenda/outline) and provide an explanation/overview of his/her involvement with the reimbursement-related activity and how this activity relates to items 1,2,3 listed in the Employee Handbook X.B. Employee must submit an itemized budget or a list of anticipated costs for proposed professional development.

Upon approval, funds can be used to cover conference fees workshops, professional development programs, travel and accommodation expenses, and presentation supplies. A per diem for personal expenses, food, or beverages may be covered in certain circumstances.

The TSO will support professional development efforts which:

1. Help the staff member develop skills needed to reach organization's strategic goals.
2. Help the staff member establish connections with professional peers.
3. Help the staff member develop skills needed to reach personal goals.

C. Vacation

Unless otherwise addressed in an employment contract, the following applies:
Full-time employees will earn one (1) week of vacation after (1) year of employment, two (2) weeks of vacation after two (2) years of employment, and three (3) weeks of vacation after five (5) years of employment.

Employees are expected to use Vacation benefits in the fiscal year in which Vacation is earned. Employees may carry over unused Vacation from one year to the next only with the approval of the Executive Director.

D. Sick Leave

Unless otherwise addressed in an employment contract, the following applies:
Sick leave benefits are earned on a prorated basis of one day (7 hours) per month for full-time employees beginning at first day of employment. Use of sick leave is subject to approval by the supervisor and the Executive Director and must be requested in hourly increments.

Unused sick leave can accumulate from year to year up to a maximum of 30 days (210

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hours) for full-time employees. No sick leave benefits are paid upon separation of employment from TSO for any reason. If an employee's illness or injury requires a consecutive absence of five (5) days or more, physician documentation or approval of the Executive Director will be required.

E. Personal Leave

Unless otherwise addressed in an employment contract, the following applies: TSO provides three (3) days of personal leave per calendar year to all Full-Time employees who have completed six months of employment. Personal leave is accrued at the beginning of each year and cannot be carried into the next year. Personal leave may not be taken in the first six (6) months of employment. All personal leave is subject to prior approval by the supervisor and Executive Director. No personal leave benefits are paid upon separation from employment with TSO for any reason.

F. Military Leave

Employees who are inducted into or who enlist in the Armed Forces of the United States or are called to duty as a member of a reserve unit may take an unpaid leave in accordance with applicable law. The employee must provide advance notice of his or her need for a military leave and TSO will request a copy of the employee's orders, which will be kept on record by TSO.

The time an employee spends on military leave will be counted as continuous service for the purpose of determining eligibility and accrual for various benefit plans and policies.

Upon return from military leave, employees will be reinstated as required by law and benefits will be reinstated with no waiting periods.

G. Civic Responsibility

TSO believes in the civic responsibility of its employees and encourages this by allowing employees time off to serve jury duty when required.

Jury Duty. TSO will pay employees his or her salary up to a maximum of ten days. If an employee is required to serve more than ten days of jury duty, TSO will provide the employee with unpaid leave. Employees must provide TSO a copy of proof of service received from the court in which they serve.

H. Parental Leave

The DC Parental Leave Act entitles employees to certain unpaid parental leave. For purposes of this section only, the following definitions apply: (1) "parent" means the natural mother or father of a child; a person who has legal custody of a child or who acts as a guardian of a child regardless of whether he or she has been appointed legally as such; an aunt, uncle or grandparent of a child; or a spouse to the above individuals; (2) "school-related event" means an activity sponsored by either a school or an associated organization such as a parent-teacher association which involves the parent's child as a participant or subject, but not as a spectator, including a student performance, such as a concert, play or rehearsal, the sporting game of a school

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team or practice, a meeting with a teacher or counselor, or any similar type of activity.

A parent is entitled to a total of 24 hours of unpaid leave during any 12-month period to attend or participate in school-related events for his or her child. TSO reserves the right, however, to deny such leave if such a leave would disrupt TSO's operations. While parental leave is unpaid, employees may elect to use accrued vacation or personal leave.

If the need for parental leave is foreseeable, the employee must provide a written notice and request for parental leave at least 10 days prior to the event. If the employee's need for parental leave is not foreseeable 10 days prior to the event, the employee must provide a written notice and request for parental leave as soon as he or she learns of the need for such leave.

I. Bereavement Leave

Employees shall be entitled to bereavement leave with pay of five (5) days in the event of a death in the employee's immediate family (spouse/life partner, child or parent) and three (3) days for grandparent, sister or brother, father-in-law, mother-in-law, or grandchildren. If an employee wishes to take time off due to the death of an immediate family member, the employee should notify the Executive Director immediately.

XI. TRAVEL AND EXPENSES

1. Each employee must complete an expense voucher for any TSO business travel. Voucher should include all expenses including credit card charges. Voucher will reflect reimbursement sources other than TSO.

2. The expense voucher must be submitted within 30 days of the expense, with a total, signed by the employee, authorized for payment by the Executive Director or Board President.

3. Reimbursement will be based upon current travel policies. Receipts must be attached to the expense voucher for lodging, common carrier transportation, and for meals where required.

4. Employees will be reimbursed for reasonable travel, lodging and other related expenses not to exceed budgetary limits. The Executive Director or Board President must approve employee travel and workshop expenditures prior to their occurrence. The organization will reimburse no more than the standard mileage rate for the business use of a car as established semi-annually by the Board.

XII. SEPARATION

Either TSO or the employee may initiate separation. TSO encourages employees to provide at least two weeks (10 days) written notice prior to intended separation. After receiving such notice, an exit interview will be scheduled by the Executive Director or his or her designee. The

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Executive Director has authority, upon consultation with the Personnel Committee, to employ or separate all other employees, except in the case of the Music Director.

Circumstances under which separation may occur include:

1. Resignation. Employees are encouraged to give at least 10 business days of written notice. Since a longer period is desired, the intention to resign should be made known as far in advance as possible. Employees who resign are entitled to receive accrued, unused Vacation benefits.

2. Termination or Lay-off. Under certain circumstances, the termination or lay-off of an employee may be necessary. Employees who are terminated or laid off are entitled to receive accrued, unused Vacation benefits.

Unless otherwise addressed in an employment contract, all employment at TSO is "at-will." That means that employees may be terminated from employment with TSO with or without cause, and employees are free to leave the employment of TSO with or without cause. Reasons for discharge may include, but are not limited to:

- Falsifying or withholding information on your employment application that did or would have affected TSO's decision to hire you (this conduct will result in your immediate termination);
- Falsifying or withholding information in other personnel records including personnel questionnaires, performance evaluations or any other records;
- Performance at work below a level acceptable to TSO or the failure to perform assigned duties;
- Failure to complete required time records or falsification of such time records;
- Insubordination;
- Refusing to work reasonable overtime;
- Negligence in the performance of duties likely to cause or actually causing personal injury or property damage;
- Fighting, arguing or attempting to injure another;
- Destroying or willfully damaging the personal property of another, including TSO's property;
- Breach of confidentiality;

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- Using or appearing to use for personal gain any information obtained on the job, which is not readily available to the general public or disclosing such information that damages the interests of TSO or its customers or vendors;

- Placing oneself in a position in which personal interests and those of TSO are or appear to be in conflict or might interfere with the ability of the employee to perform the job as well as possible;

- Using TSO property or services for personal gain or taking, removing or disposing of TSO material, supplies or equipment without proper authority;

- Gambling in any form on TSO property;

- Dishonesty;

- Theft;

- The possession, use, sale or being under the influence of drugs or other controlled substances or alcoholic beverages during working hours or on the TSO premises at any time in violation of TSO's policies.

- Carrying or possessing firearms or weapons on TSO property;

- Excessive tardiness or absenteeism whether excused or unexcused;

- Unauthorized absence from work without proper notice; and

- Engaging in discriminatory or abusive behavior, including sexual harassment.

- Moral Turpitude.

At the sole discretion of the Executive Director, the employee may be asked to leave immediately or be given a period of notice.

XIII. RETURN OF PROPERTY

Employees are responsible for TSO equipment, property and work products that may be issued to them and/or are in their possession or control, including but not limited to:

- Credit cards,
- Identification badges,
- Office/building keys,
- Computers, computerized diskettes, electronic/voice mail codes, and
- Intellectual property (e.g., written materials, work products).

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In the event of separation from employment, or immediately upon request by the Executive Director or his or her designee, Employees must return all TSO property that is in their possession or control. Where permitted by applicable law(s), TSO may withhold from the employee's final paycheck the cost of any property, including intellectual property, which is not returned when required. TSO also may take any action deemed appropriate to recover or protect its property.

XIV. REVIEW OF PERSONNEL ACTION (unrelated to termination)

Employees may request a review of a personnel action or of their performance review. Employees are expected first to discuss their concern with their immediate supervisor. If further discussion is desired, the employee may then discuss the situation with the Executive Director. The decision of the Executive Director is final.

XV. PERSONNEL RECORDS

Personnel records are the property of TSO, and access to the information they contain is restricted and confidential. A personnel file shall be kept for each employee and should include the employee's job application, copy of the letter of employment and position description, performance reviews, disciplinary records, records of salary increases and any other relevant personnel information. It is the responsibility of each employee to promptly notify his/ or her supervisor in writing of any changes in personnel data, including personal mailing addresses, telephone numbers, names of dependents, and individuals to be contacted in the event of an emergency.

XVI. OUTSIDE EMPLOYMENT

Individuals employed by TSO may hold outside jobs as long as they meet the performance standards of their job with TSO. Employees should consider the impact that outside employment may have on their ability to perform their duties at TSO. All employees will be evaluated by the same performance standards and will be subject to TSO scheduling demands, regardless of any outside work requirements.

If TSO determines that an employee's outside work interferes with their job performance or their ability to meet the requirements of TSO, as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with TSO.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals or organizations for materials produced or services rendered while performing their jobs with TSO.

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XVII. NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

Employees may not disclose confidential information to anyone who is not employed by TSO or to other persons employed by TSO who do not need to know such information to assist in rendering services.

The protection of privileged and confidential information, including trade secrets, is vital to the interests and the success of TSO. The disclosure, distribution, electronic transmission or copying of TSO's confidential information is prohibited. Such information includes, but is not limited to the following examples:

- Compensation data.
- Program and financial information, including information related to donors, and pending projects and proposals.

Employees are required to sign a non-disclosure agreement as a condition of employment. Any employee who discloses confidential TSO information will be subject to disciplinary action (including possible separation), even if he or she does not actually benefit from the disclosure of such information.

XVIII. COMPUTER AND INFORMATION SECURITY

This section sets forth some important rules relating to the use of TSO's computer and communications systems. These systems include individual PCs provided to employees, centralized computer equipment, all associated software, and TSO's telephone, voice mail and electronic mail systems.

TSO has provided these systems to support its mission. Although limited personal use of TSO's systems is allowed, subject to the restrictions outlined below, no use of these systems should ever conflict with the primary purpose for which they have been provided, TSO's ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed.

All data in TSO's computer and communication systems (including documents, other electronic files, e-mail and recorded voice mail messages) are the property of TSO. TSO may inspect and monitor such data at any time. No individual should have any expectation of privacy for messages or other data recorded in TSO's systems. This includes documents or messages marked "private," which may be inaccessible to most users but remain available to TSO. Likewise, the deletion of a document or message may not prevent access to the item or completely eliminate the item from the system.

TSO's systems must not be used to create or transmit material that is derogatory, defamatory, obscene or offensive, such as slurs, epithets or anything that might be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or religious or political beliefs. Similarly, TSO's systems must not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job-related purposes.

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Security procedures in the form of unique user sign-on identification and passwords have been provided to control access to TSO's host computer system, networks and voice mail system. In addition, security facilities have been provided to restrict access to certain documents and files for the purpose of safeguarding information. The following activities, which present security risks, should be avoided.

- Attempts should not be made to bypass, or render ineffective, security facilities provided by the company.
- Passwords should not be shared between users. If written down, password should be kept in locked drawers or other places not easily accessible.
- Document libraries of other users should not be browsed unless there is a legitimate business reason to do so.
- Individual users should never make changes or modifications to the hardware configuration of computer equipment. Requests for such changes should be directed to computer support or the Executive Director.
- Additions to or modifications of the standard software configuration provided on TSO's PCs should never be attempted by individual users (e.g., autoexec.bat and config.sys files). Requests for such changes should be directed to computer support or the Executive Director.
- Individual users should never load personal software (including outside email services) to company computers. This practice risks the introduction of a computer virus into the system. Requests for loading such software should be directed to computer support or the Executive Director.
- Programs should never be downloaded from bulletin board systems or copied from other computers outside the company onto company computers. Downloading or copying such programs also risks the introduction of a computer virus. If there is a need for such programs, a request for assistance should be directed to computer support or management. Downloading or copying documents from outside the company may be performed not to present a security risk.
- Users should not attempt to boot PCs from floppy diskettes. This practice also risks the introduction of a computer virus.
- TSO's computer facilities should not be used to attempt unauthorized access to or use of other organizations' computer systems and data.
- Computer games should not be loaded on TSO's PCs.

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- Unlicensed software should not be loaded or executed on TSO's PCs.

- Company software (whether developed internally or licensed) should not be copied onto floppy diskettes or other media other than for the purpose of backing up your hard drive. Software documentation for programs developed and/or licensed by the company should not be removed from the company's offices.

- Individual users should not change the location or installation of computer equipment in offices and work areas. Requests for such changes should be directed to computer support or management.

There are a number of practices that individual users should adopt that will foster a higher level of security. Among them are the following:

- Turn off your personal computer when you are leaving your work area or office for an extended period of time.

- Exercise judgment in assigning an appropriate level of security to documents stored on the company's networks, based on a realistic appraisal of the need for confidentiality or privacy.

- Remove previously written information from floppy diskettes before copying documents on such diskettes for delivery outside TSO.

- Back up any information stored locally on your personal computer (other than network based software and documents) on a frequent and regular basis.

Should you have any questions about any of the above policy guidelines, please contact the Executive Director.

XIX. INTERNET ACCEPTABLE USE POLICY

At this time, desktop and/or wireless access to the Internet is provided to TSO's employees, board members and other authorized persons when there is a necessity. Any such access must be approved, in advance, by the Executive Director and is solely for use in supporting the ongoing mission of the TSO. No use of the Internet should conflict with the primary purpose of TSO, its ethical responsibilities or with applicable laws and regulations. Each user is personally responsible to ensure that these guidelines are followed. Serious repercussions, including termination, may result if the guidelines are not followed.

TSO may monitor usage of the Internet by employees, including reviewing a list of sites accessed by an individual. No individual should have any expectation of privacy in terms of his or her usage of the Internet. In addition, TSO may restrict access to certain sites that it deems are not necessary for business purposes.

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TSO's connection to the Internet may not be used for any of the following activities:

- The Internet must not be used to access, create, transmit, print or download material that is derogatory, defamatory, obscene, or offensive, such as slurs, epithets, or anything that may be construed as harassment or disparagement based on race, color, national origin, sex, sexual orientation, age, disability, medical condition, marital status, or religious or political beliefs.

- The Internet must not be used to access, send, receive or solicit sexually-oriented messages or images.

- Downloading or disseminating of copyrighted material that is available on the Internet is an infringement of copyright law. Permission to copy the material must be obtained from the publisher. For assistance with copyrighted material, contact computer support or the Executive Director.

- Without prior approval of the Executive Director, software should not be downloaded from the Internet as the download could introduce a computer virus onto TSO's computer equipment. In addition, copyright laws may cover the software so the downloading could be an infringement of copyright law.

- Employees should safeguard against using the Internet to transmit personal comments or statements through e-mail or to post information to news groups that may be mistaken as the position of TSO.

- Employees should guard against the disclosure of confidential information through the use of Internet e-mail or news groups.

- Employees should not download personal e-mail or Instant Messaging software to TSO computers.

- The Internet should not be used to send or participate in chain letters, pyramid schemes or other illegal schemes.

- The Internet should not be used to solicit or proselytize others for commercial purposes, causes, outside organizations, chain messages or other non-job related purposes.

- The Internet should not be used to endorse political candidates or campaigns

The Internet provides access to many sites that charge a subscription or usage fee to access and use the information on the site. Requests for approval must be submitted to your supervisor.

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XX. SEVERABILITY

Should any of the provisions of this Employee Handbook be determined to be contrary to federal, state, or local law, the remaining provisions of these Employee Policies and Procedures, shall remain in full force and effect.

To the extent that any state law provides additional or different benefits or rights to employees, the provisions of these Employee Policies and Procedures shall be deemed to include those statements of law.

If you have any questions regarding any of the policy guidelines listed above, please contact your supervisor, or the Executive Director.

Revised {8/11/2010} {3/2011} {2/27/13} {10/26/2016}
Approved by the TSO Board of Directors (10/26/2016)
Framework provided by ©2004 National Council of Nonprofit Associations

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TSO/(dba) Perot Management Potential Organizational Chart

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Texarkana Symphony Orchestra
Financial Policies and Procedures

Approved by the TSO Board of
Directors August 19, 2020

GENERAL

1. The Board of Directors formulates financial policies, delegates administration of the financial policies to the Executive Director and reviews operations and activities.
2. The guideline for spending will be the current year's budget as approved and/or amended by the Board of Directors.
3. The Executive Director ~~and Board President (until such time as Executive Director is full-time) have~~ has management responsibility including financial management.
4. Current job descriptions will be maintained for all employees and volunteers, indicating financial duties and responsibilities.
5. Financial duties and responsibilities must be separated so that no one employee or volunteer has sole control over cash receipts, disbursements, payroll, reconciliation of bank accounts, etc.
6. Professional financial service providers will be established annually. ~~For 2009-2010, and until a change is made by the Board of Directors~~, Currently these providers include QuickBooks (accounting software), QuickBooks Payroll (payroll services), Offenhauser & Company (insurance), ~~Saunders & Associates~~ Wilf & Henderson, P.C. (auditors & Form 990), and area banking institutions.
7. The ~~Treasurer~~ Bookkeeper will maintain a current and accurate log of the chart of accounts.
8. These policies and procedures will be reviewed annually by the Finance Committee.

CASH RECEIPTS (includes checks)

1. The Executive Director or ~~Board President~~ the Director of Operations opens any mail addressed to the Texarkana Symphony Orchestra or without specific addressee. The receipt of checks or cash will be recorded on a ~~computer~~ deposit reconciliation worksheet on the Executive Director's desktop computer. The checks/cash will then be recorded in the accounting system by the Bookkeeper and deposited. ~~and then immediately forwarded to the Treasurer who will records the accounting system and deposit the funds.~~ The Executive Director may record receipts in the accounting system and deposit the funds when the ~~Treasurer~~ Bookkeeper is unavailable.
2. Executive Director or ~~Board President~~ the Director of Operations will endorse all checks by rubber stamp to read as follows: FOR DEPOSIT ONLY, TEXARKANA SYMPHONY ORCHESTRA, 421 HICKORY STREET, TEXARKANA, AR 71854.
3. A report will be printed that includes the source and amount of the receipt as well as the total deposit amount.
4. Documentation for all receipts will be attached to the duplicate slip and filed chronologically.
5. All receipts will be deposited intact. No disbursements will be made from cash or check receipts prior to deposit.
6. The Executive Director will receive a copy of all deposit reports for review and balance them to computer worksheets.
7. Checks made out to the TSO at the Perot Theatre Box Office will be picked up by the Executive Director or ~~Board President~~ the Director of Operations and endorsed as in #2 above for processing. All ticket purchases through the Perot Theatre Box Office will be reviewed through computer generated daily reports assuring a final balance to the Concert Settlement generated by the Box Office staff.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

CASH DISBURSEMENTS

A. Payment Processing

1. All invoices will be immediately forwarded to the Executive Director ~~or Board President~~ who will review all invoices for mathematical accuracy, validity, conformity to the budget (or other board authorization) and compliance with bid requirements.
2. Prior to payment, all invoices will be approved (indicated by initialing) by the Executive Director ~~or Board President~~ who will label the invoice with an appropriate expense category.
3. The ~~Treasurer~~ Bookkeeper will prepare checks as needed. The Executive Director ~~or Board President~~ may prepare checks if ~~Treasurer~~ Bookkeeper is unavailable.
4. Authorized signers on TSO accounts include the Executive Director, the Director of Operations, the Bookkeeper, and members of the Board of Directors. ~~and the members of the Executive Committee~~. Two signatures are required on all checks.
5. Blank checks will be kept by the Executive Director under the auspices of the ~~Treasurer~~ Bookkeeper and stored in a secure location in the TSO office. Within the first 10 days of May of each calendar year, the President shall appoint a member of the Finance Committee whose charge will be to verify that check blanks have been appropriately stored and utilized during the fiscal year ending at month's end.
6. The ~~Treasurer~~ Bookkeeper will generate checks for approved invoices through the accounting system using "Pay Bill" and/or "Write Checks" screens where appropriate.
7. Electronic payments of invoices and other electronic payments are minimal and will be handled in a manner similar to that which prevails in paper transactions.
8. Voided Checks will have "VOID" written in ink on the face and have the signature portion of the check torn out. Voided checks will be kept on file.

B. Bank Reconciliations

1. Bank Statements, whether in paper format or in electronic form, will be received directly and opened by the Executive Director ~~or President~~.
2. The Executive Director will reconcile the bank statement(s) monthly.
3. ~~The Treasurer of the Board will receive monthly statements of checks paid on all accounts.~~
3. The ~~Treasurer~~ Bookkeeper shall verify the reconciliation of the bank accounts monthly.
4. On all checks outstanding over 90 days, the ~~Treasurer~~ Bookkeeper and/or the Executive Director should take appropriate action

PURCHASING

A. Purchases under $5,000

1. All purchases over ~~$500~~ $150 must be approved in advance by the Executive Director.
2. If purchase is less than $150, persons authorized by the Executive Director or Committee Chair/Project Director for immediate purchase and delivery can make the purchase. When this is done, invoice copies are to be turned in to the ~~Committee Chair/Project Director~~ Bookkeeper.

B. Purchases over $5,000

1. Purchases over $5,000 will be required to undergo a competitive bid procedure.
2. All bid requests will contain clear specifications and will not contain features which unduly restrict competition.
3. The Committee Chair/Project Director will be responsible to ensure that all conditions and specifications of a contract, bid or order have been satisfactorily fulfilled and will be responsible for timely follow-up of these

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

purchases.

4. The Committee Chair/Project Director will obtain at least 3 bids whenever possible unless prior approval by the Executive Committee has been obtained.
5. Purchases of over $5,000 will not be fragmented or reduced to components of less than $5,000 to avoid the bid process.

C. Credit Card

1. ~~Three~~ Two credit cards will be established for the TSO. The Executive Director~~, Board President, and Treasurer~~ and Director of Operations will be responsible for the safekeeping of the credit cards assigned to them.
2. These cards shall have a combined maximum spending limit of $7,500.
3. Receipts must be signed by purchaser and specify from which account expenses are to be deducted.
4. The ~~Treasurer~~ Bookkeeper reconciles the credit card statement to receipts submitted.
5. TSO credit cards shall not be used for non-TSO related purchases, unauthorized purchases, or for personal purchases.
6. TSO credit card holders may not use the credit card as a financial reference to obtain personal credit cards or loans.
7. Improper use of the credit card will result in a "receivable" against the person using the card and that person will be responsible for any charges not deemed allowable when the expense reports are submitted to the TSO. Any unallowable amount must be repaid to the TSO within 30 days after the expense report has been filed.
8. Failure to follow any of the above listed terms and conditions may result in one or more of the following:
   a. Revocation of the privilege to use the credit card
   b. Withholding the full amount from any payment due, including payroll check
   c. Disciplinary action
   d. Termination of employment and/or criminal charges being filed with the appropriate authority

PAYROLL

1. Employees will be paid semi-monthly on the 15th and last day of the month. When a regular pay day falls on a weekend, the salaries shall be on the immediately preceding Friday.
2. The QuickBooks Payroll System will be used to enter payroll, print payroll checks, and print payroll reports. ~~and send reports to the Board Treasurer.~~
3. The ~~Treasurer~~ Bookkeeper will prepare checks. The Executive Director ~~or Board President~~ may prepare checks if ~~Treasurer~~ Bookkeeper is unavailable.
4. The ~~Treasurer~~ Bookkeeper will distribute the payroll checks to the employees. Checks will not be issued to any person other than the employee without written authorization from the employee.
5. No employee will sign his/her own check.
6. Voluntary terminations will be paid at regular pay date. Involuntary terminations will be paid on day of separation.

PAYROLL TAXES

1. The ~~Treasurer~~ Bookkeeper will prepare and transmit the payroll tax reports, W-2 forms and 1099 forms.
2. The Executive Director ~~or Board President~~ will verify payroll tax preparation on a quarterly basis.

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3. The Executive Director will be the responsible person to see that payroll reports are timely and that all tax withholding from employee pay and employer matching contributions are timely paid.

BENEFITS

1. Payroll will be prepared in accordance with the personnel policies and benefit plan.
2. Medical insurance is currently provided to the Executive Director through an arrangement with the City of Texarkana, Texas, group plan. Withholding of the employee portion of this benefit is subject to the Executive Director's contract in effect at the time. ~~a separate statement with the provider and is not withheld from the payroll check. Dependent coverage may at the sole cost of the employee be attached to any medical insurance policy provided by TSO.~~

TRAVEL AND EXPENSES

1. Each employee will complete an expense voucher if any traveling is done. Voucher should include all expenses including credit card charges. Voucher will reflect reimbursement sources other than TSO.
2. The expense voucher will be submitted within 30 days for payment, with a total, signed by the employee authorized for payment by the Executive Director ~~or Board President~~.
3. Reimbursement will be based upon current travel policies. Receipts must be attached to the expense voucher for lodging, common carrier transportation, and receipts for meals where required.
4. Incomplete vouchers will be returned.
5. Employees will be reimbursed for reasonable travel, lodging and other related expenses not to exceed the per diem rate set by the IRS. The Executive Director or Board President must approve employee travel and workshop expenditures prior to their occurrence. The organization will reimburse no more than the standard mileage rate for the business use of a car as established semi-annually by the board.

PROPERTY

1. Equipment shall be defined as all items (purchased or donated) with a unit cost of $500 or more and a useful life of more than one year.
2. A $500 threshold will be used for classifying assets as fixed.
3. The ~~Treasurer~~ Bookkeeper will maintain an inventory log which shall list a description of the item, date of purchase or acquisition, price of fair value of the item and its location.
4. The ~~Treasurer~~ Bookkeeper, or the Executive Director ~~under the direction of the Treasurer~~, shall prepare or have prepared a depreciation schedule at least annually for the audited financial statement.
5. The ~~Treasurer~~ Bookkeeper, or the Executive Director ~~under the direction of the Treasurer~~, will record all equipment in the accounting system. An entry must be made whenever property is disposed of or acquired.

LEASES

1. The Executive Director will review leases prior to submission to the Board of Directors for approval.
2. All leases, clearly delineating terms and conditions, will be approved by the Board of Directors and signed by the Board President.
3. The Executive Director will keep a copy of each lease on file.

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INSURANCE

1. Reasonable, adequate coverage will be maintained to safeguard the assets of the corporation. Such coverage will include property and liability, worker's compensation, employee dishonesty, and other insurance deemed necessary.
2. The TSO will maintain Not-for-Profit Organization Directors and Officers Liability Insurance and Employment Practices Liability Insurance.
3. The Executive Director will carefully review insurance policies before renewal.
4. The Executive Director will maintain insurance policies in insurance files.

BOOKS OF ORIGINAL ENTRY

1. The TSO will utilize a double entry system for accounting for all funds.
2. Adequate documentation will be maintained to support all general entries.
3. At the end of each month, the ~~Treasurer~~ Bookkeeper or Executive Director will prepare a Balance Sheet, Statement of Profit and Loss, and Statement of Profit and Loss by Project that will be reviewed by the ~~Executive Director~~ Board Treasurer and Finance Committee.
4. The Statement of Profit and Loss report will include a comparison to the budget.
5. The TSO will maintain its accounting records on the accrual basis in a manner that facilitates the preparation of audited financial statements conforming to generally accepted accounting principles.

GRANTS AND CONTRACTS

1. The Executive Director will carefully review each award and contract to ensure compliance with all financial and programmatic provisions. The Executive Director will maintain originals of all grants and contracts in a file.
2. The Executive Director will review and approve all reports to funding sources.
3. It will be the responsibility of the Executive Director to insure that all financial reports are submitted on a timely basis.

BUDGETS

1. The Executive Director, Board President, Bookkeeper and Board Treasurer - in consultation with the Music Director, Finance Committee and appropriate committee chairs- will prepare the financial budget.
2. The ~~Treasurer~~ Bookkeeper will ensure that budgets are on file.
3. The Board of Directors must approve proposed changes in the budget should they exceed 3% of the line item.

INVESTMENT POLICIES

The TSO shall maintain three months cash needs in checking or money market accounts with the remainder being invested Certificates of Deposit.

ENDOWMENT POLICIES

An Endowment has been established with the Texarkana Area Community Foundation, an affiliate of the Arkansas Community Foundation.

Attachment: 2021-036 ATTH 03 TSO-Perot Bid-Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

MINUTES

1. The Secretary of the Board will prepare accurate minutes of all meetings of the Board of Directors.
2. The Executive Director will note all items in the minutes relating to finance and take appropriate action.

ACCOUNTS RECE1VABLE

1. Documentation will be maintained for accounts receivable.
2. Accounts receivable will be recorded in the books and collected on a timely basis.

FINANCIAL PROCEDURES

Financial Procedures will be reviewed annually by the Finance Committee. The Board of Directors must approve changes to the Financial Procedures prior to implementation.

FORM 990

1. The Board of Directors, in conjunction with the audit, will authorize preparation of Form 990. ~~The Form will be signed by an officer of the Board.~~
2. The completed Form 990 will be distributed electronically to the Board of Directors for review and approval. The Form will then be signed by the Executive Director.
2. Copies of the Form 990 will be filed in the Executive Director's office.

AUDITS

The Board of Directors shall annually contract with an independent auditing firm a full audit of the books. Beginning with the contract for audit of the financial records for the 2013-2014 fiscal year and every five (5) years thereafter, the contract for audit shall be submitted for competitive bids to at least three (3) qualified independent auditing firms.

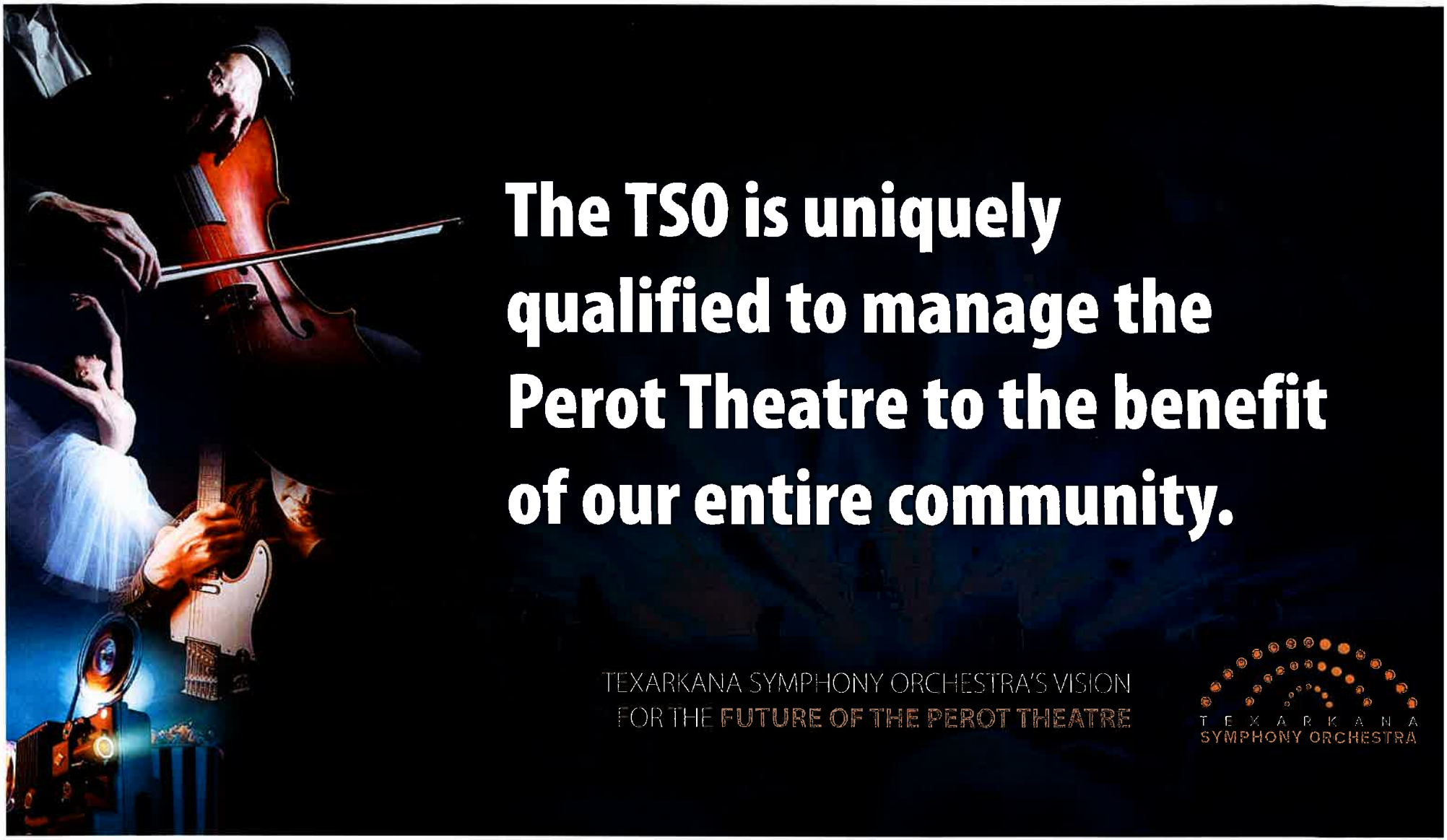
PERSONNEL FILES

The Executive Director ~~and board President~~ will maintain a personnel file for each employee, containing appropriate documents, such as the signed compensation agreement, approval of changes in compensation, and any withholding forms for taxes, benefits, deferred compensation, and charitable contributions.

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Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/



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TSO Is Uniquely Qualified

- VISION
- EXPERIENCE
- QUALIFICATIONS
- REFERENCES
- DETAILED PROPOSAL

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VISION



THE PEROT THEATRE SHOULD BE A FAMILIAR AND SPECIAL PLACE TO EVERYONE IN TEXARKANA.

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

VISION



BUILDING A SEASON THAT REPRESENTS ALL TYPES OF PROGRAMMING, INCLUDING THE PERFORMING ARTS WITH INPUT FROM THE ENTIRE COMMUNITY.

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/





VISION

Expanding the use of the Perot Theatre to include national and international programs, diverse concerts, Broadway Shows, national speakers.

While continuing the long-standing programming of the Symphony, other arts and educational partners, the Texarkana Community Ballet, movies and film, local dance recitals, and touring performances.

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VISION



Assisting the City of Texarkana, Texas with plans for renovation and expansion of the Perot Theatre with a focus on **all types of performances, patron convenience and concession areas.**

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VISION

Working with the Arts and Historic District to increase out-of-town tourism by using the Perot Theatre and its events as the center of attraction.

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VISION



Increase the number of diverse and varied events.

Re-engage the Texarkana Community with vibrant and alive programming that draws people back to the Perot Theatre.

“What’s going on at the Perot tonight?”

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Experience and Qualifications



















Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Experience and Qualifications



- Copley Symphony Hall – San Diego, CA
- Hilbert Circle Theatre – Indianapolis, IN
- Robinson Center – Little Rock, AR
- Hemmle Hall - Texas Tech University
- Music in the Mountains – Durango, CO

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

References

- AG Edwards/Wachovia Bank Traveling Art Exhibit
- Alexander's Jewelers - Van Alexander
- Arkansas Arts Council - Patrick Ralston
- Arkansas Graphics - Suzan Wittenburg
- Arkansas' Governors Conference on Tourism
- Arkansas' Great Southwest - Paul Henley
- Arkansas Symphony Orchestra
- Association of Performing Arts Professionals
- BancorpSouth - Kelly Rose
- Dr. Kirby Burnel
- Channel 6 - Joe Yates
- Choice Ticketing
- City of Texarkana, AR - Kenny Haskins
- City of Texarkana, TX - David Orr
- Cleveland Orchestra
- Columbia Artists Management, Inc.
- Commercial Bancshares, Inc. - Julia Mobley
- Commercial National Bank - Robert Sanderson
- Cooper Tire
- Digital Press (formerly Texarkana Digital Press)
- Executive Director Conductors Guild - Jan Wilson
- Four States Living Magazine - Robin Rodgers
- Guaranty Bank & Trust - Robert Irwin
- Hilton Garden Inn - Barbara Walker
- Indianapolis Symphony Orchestra
- Institutional Advancement UACCH - Dolly Henley
- Julies Deli - Julie Furlow
- Junior League of Texarkana
- KTXK - Steve Mitchell
- League of American Orchestras - Heather Noonan
- Lonoke Baptist Church and the Texarkana Regional Chorale
- Julia Mobley
- Morriss Families
- MRC/Cornerstone Retirement Community
- MSR Classics
- National Public Radio
- NAXOS Music
- Nix Patterson - Cary & Lois Patterson
- Opus 3 Artist - Sarah Gordon
- Oregon Symphony Orchestra

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

References – cont.

- Oregon Symphony Orchestra
- Ouachita Baptist University
- Oxford City Opera
- Pafford/Gresham Wedding
- PeterThrom Management, LLC - Peter Throm
- Playbill
- RoyOMartin Foundation - Carole Baxter
- San Diego Symphony
- San Marcus Symphony
- Sciolino Artist Management - Marianne Sciolino
- Sony Music
- State Bank - Joe Nichols
- Texarkana Area Chamber of Commerce - Mike Malone
- Texarkana Area Community Foundation - Ken Cox
- Texarkana Chamber of Commerce
- Texarkana College
- Texas A&M University-Texarkana - Emily Cutre
- Texas Commission on the Arts - Gary Gibbs
- Texas High School, TISD - Arnie Lawson
- Texas Pioneer Foundation - Fred Markham
- Ticketmaster
- The Broadway League
- The Mandela Foundation
- Townsquare Media - Andi Darby
- United Talent Agency
- Vasco McCoy, Jr. Foundation, BankOZK - Kristie Dempsey
- Vienna Philharmonte/Saltzburg
- Wilf & Henderson - Kelley Birdwell
- Yates Foundation - Sonja Hubbard

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

References – cont.

Texarkana Symphony Board

- Steve Bennett
- R. Andrew Clark
- Jennifer Doan
- Micah Dorsey
- Nancy Jackson
- Remica Gray
- Tonja Luker Hays
- Victor Hlavinka
- Don Howren
- Jennell Ingram
- Jo Kahler
- Dr. Susan Keeney
- Lairie L. Kincaid
- Michael Malek
- Paul McCash
- Dr. Robert McGinnis
- Ronald L. Mills
- Judy Morgan
- Diana Norwood
- David Orr
- Jeff Prieskorn
- David Potter
- Catherine Rickett
- Lauren Ross
- Megan Schroeder
- Lisa Sitterly
- Robin Thomas
- Beverly Tye
- Mark Van Herpen
- Denis Washington
- Philip White

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Symphony
Perot Management Transition Committee

- Judy Morgan – Chair
- Philip Mann
- Jennifer Doan
- Lisa Sitterley
- Andrew Clark
- Denis Washington
- Mark Van Herpen
- Jeff Prieskorn
- Dr. Robert McGinnis

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TSO Detailed Proposal

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Pre-event Dining/Concessions

- Every event has appropriate concessions for the event.
- Broadways Shows and Performing Arts should have additional concessions.
- Pre-event dining appropriate for the event:
  - Outdoor tent dining
  - Dining on the mezzanine for patrons
  - Wine bar
  - Partnership dining

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Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Maintenance & Capitol Improvements

- Modern Catering & Concessions
- City of Texarkana Perot Theatre Improvement Plans
  - Stage technical improvements
  - Dressing rooms
  - Hydraulic lift
  - Expanding back of hall
  - All keeping with the historic nature
- Improved bathrooms
- Improved box office space

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Staffing

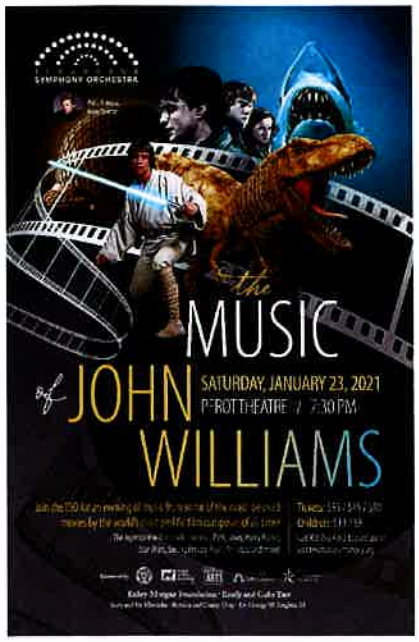
- Randall Conroy
- Noah Crissman
- Debbie Gilliam



- General Manager (full-time, hired during year one)
- Director of Theatre Operations (could be a City employee)
- Technical Director (full-time)
- Audience Services Manager (full-time)
- Marketing Manager (part-time, salary)
- Janitorial Services (contracted, or part-time hourly)
- Stagehands (part-time, hourly)
- Lighting and Sound Operators (part-time, hourly)
- Stage Manager (part-time, hourly)
- Head Usher/Front of House manager (part-time, hourly)
- Concession Services (contracted or part-time, hourly)
- Security Services (constracted or part-time, hourly)

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Marketing & Promotion



- Detailed marketing plan
- Dramatically enhanced social media presence across all platforms
- Community partnerships
- Leverage all media relationships – radio and television
- Print media in surrounding areas to drive traffic to Texarkana
- Targeted marketing per event to drive traffic to Texarkana
- Geo-fencing
- Social media app partnerships

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Ticketing



- Rezoning the House
- Online Ticketing
- Data Analytics
- Dynamic Ticket Pricing

Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

Finance and Accounting



- Setting regular benchmarks with the City
- Advanced long term season program and planning
- Two week post event summary
- Data analytics
- Regular in person reporting to the city
- Open financial communications with the City on Perot Theatre management
- Monthly Theatre calendar

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Attachment: 2021-036 ATTH 04 TSO-Perot Bid-PowerPoint (2471 : 2021-036 RES Perot Mgmt Contact w/

2021-036 ATTH 05

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

To: All

From: Amanda Freeland, Contracts Administrator

Date: April 13, 2021

Re: RFP #21-0000-01 Perot Theatre Management & Operational Services-Award

---

On Thursday, March 31, 2021 the Perot Theatre Management Citizen Committee met for a discussion session and voted for their recommendation regarding the management company for the City's Perot Theatre. Based on the preliminary votes, the Texarkana Symphony Orchestra received the recommendation as follows:

3-Texarkana Symphony Orchestra (TSO)

1-Texarkana Regional Arts & Humanities Council (TRAHC)

1-VenuWorks

The winning bid is contingent on the negotiation phase between the City and TSO reaching a monetary agreement.

Thank you,

Amanda Freeland

City of Texarkana, TX

Contracts Administrator

Attachment: 2021-036 ATTH 05 Perot Committee Recommendation (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

PEROT THEATRE MANAGEMENT AGREEMENT

This Perot Theatre Management Agreement (the "Agreement") is entered into on this the ____ day of _____, 2021 by and between the City of Texarkana, Texas ("City"), a Texas home-ruled municipality, and the Texarkana Symphony Orchestra ("TSO"), a Texas non-profit organization subject to the terms and conditions of this Agreement.

WHEREAS, City is the owner of the Perot Theatre with an address of 221 Main Street, Texarkana, TX 75501, including the real property and all improvements thereon (the "Perot Theatre" or "Theatre"); and

WHEREAS, City has as one of its purposes the establishment, maintenance, promotion, and operation of cultural facilities for the benefit of the public; and

WHEREAS, TSO through a competitive bid process submitted a proposal for professional management of the Perot Theatre, a council appointed citizen review committee reviewed all proposals and recommended TSO as the professional management company for the Perot Theatre; and

WHEREAS, TSO agrees to use, operate, and manage the Perot Theatre in the manner provided for in this Agreement;

NOW, THEREFORE, in consideration of the respective rights and obligations of the parties set forth herein and other good and valuable consideration, City and TSO agree as follows:

I.

MANAGEMENT PROPERTY AND USE

1.1 Management Property. City, in consideration of the covenants and agreements to be performed by TSO and upon the terms and conditions in this Agreement, appoints TSO as the professional management company to handle the operation, management, and maintenance of the Perot Theatre located at 221 Main Street, Texarkana, Texas, along with all improvements thereon.

1.2 Use. Without in any way limiting or causing a waiver of the requirements set forth in this Agreement, TSO shall not permit the Theatre to be used in any manner contrary to the intended uses provided in this Agreement and which would render the insurance thereon void or the insurance risk more hazardous than the risks presented by the intended uses. TSO shall not use or occupy the Theatre, or permit the Theatre to be used or occupied, contrary to this Agreement or any statute, rule, order, ordinance, requirement or regulations applicable to the Theatre, or in any manner which would violate any certificate of occupancy or permit affecting same, or which would cause structural injury to the improvements, or cause the value or usefulness of the Theatre to diminish, or which constitutes a public or private nuisance or waste. TSO shall not use or occupy the Theatre, or permit the Theatre to be used or occupied in a manner which would be immoral or obscene in violation of applicable legal requirements or create a threat to the health, safety, and welfare of the general public, or which would constitute an act of public or private discrimination,

Attachment: 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

limitation of use or exclusion from the Theatre on the basis of race, color, religion, gender, age, national origin, citizenship, or disability.

II.

MANAGEMENT TERM AND TERMINATION

2.1 Term. This Agreement is for a 36 month term effective October 1, 2021 until September 30, 2024, with three (3) one year renewal options. Such renewal options shall be automatic unless written notice is given to City by TSO at least (90) days prior to the then ending term of such desire to not renew this Agreement.

2.2 Termination.

(a) City may terminate this Agreement following the occurrence of a TSO default, subject to and in accordance with this Agreement.

(b) TSO may terminate this Agreement by giving City written notice twelve months or more in advance of the desired termination date. Provided, however, if the City has timely appropriated and used all funds necessary to perform (and has performed) all City maintenance obligations and has timely appropriated and delivered to TSO all City financial support, TSO shall not exercise such right of termination before TSO's obligations under this Agreement have been performed.

(c) The parties may mutually terminate this Agreement upon thirty days written notice, each to each other.

(d) City may terminate this Agreement for convenience upon giving written notice of such termination to TSO at least six months prior to the effective date of such termination.

(e) The termination of this Agreement will not affect existing executed contracts for rental of the facility in place prior to termination.

III.

DEFAULT

TSO shall be in default under this Agreement if:

3.1 TSO fails to maintain, in all material respects, any of the insurance provided for in this Agreement and fails to cure the failure within thirty (30) days after the City notifies TSO in writing of the failure to comply in accordance with the notice provisions under this Agreement; or

Attachment: 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

3.2 TSO fails to comply with any material term, covenant, or provision of this Agreement, and fails to commence action to cure the failure within forty-five (45) days after City notifies TSO in writing of the failure to comply in accordance with the notice provisions under this Agreement and fails to complete the cure of the failure (or fails to make significant progress towards completion of the cure of the failure, as determined by the City) within one hundred eight (180) days of City's written notice.

IV.
SERVICES AND OBLIGATIONS

4.1 TSO Services and Obligations

A. *Event Rental, Marketing, and Promotion.* TSO shall perform the following duties related to marketing, operation and management of the Perot Theatre and promotion and oversight of performances and other Events held in the Theatre:

(1) Fulfillment of all the terms and conditions set forth in the submitted bid proposal document dated _____ which includes programming strategy, marketing & promotion, operations, parking, finance & accounting, staffing and capital improvements of the Theatre. If any provision of the terms and conditions of the bid proposal document conflict with any provision of this Agreement, the terms of this Agreement shall prevail.

(2) Enforcing and carrying out the provisions, requirements and obligations of all Theatre rental agreements, operating policies, fee schedules and other contracts or agreements, ordinances, policies, procedures, security measures, or directives applicable to the Theatre and its use, management, operation and maintenance;

(3) Manage, maintain and operate the Theatre as a first-class facility for staging, shows, concerts, recitals, exhibitions and other performances ("Events") permitted by and in accordance with this Agreement;

(4) Assure that all Events scheduled in the Theatre are permitted by and in accordance with this Agreement;

(5) Provide professional management to schedule and promote the use of the Theatre ensuring a minimum of $10,000 of the annual budget is utilized for advertising of the Perot Theatre;

(6) Provide ticket takers, ushers, stage hands, security guards and other personnel necessary for the operation of the Theatre;

(7) Establish operating policies and procedures as needed for the successful management and operation of the Perot Theatre in accordance with the City's public purpose;

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(8) Recognize in all published Theatre materials, or orally as appropriate, the City's involvement in or contribution to any and all Theatre endeavors or activities conducted pursuant to this Agreement.

B. Event Scheduling and Coordination. In scheduling Events held at the Theatre TSO will give due consideration to the following:

(1) City Events. City will provide written notice to TSO of dates and times that the City requests to be reserved for Events to be presented by City. City shall reimburse TSO for the retail cost of food, beverages and sundry services, if any, provided at such Events by TSO and for any services or equipment provided by third parties; but no rental charge will be made to City for such use of the Theatre. Notwithstanding the above, in the event TSO negotiates to enter into a contract for an income producing event that conflicts with a City requested event date, so long as the City event may be moved to another date without adverse effect, City shall work with TSO to accommodate the income producing event.

(2) Priority in scheduling Events will be given to the Texarkana Regional Arts Center (TRAHC), TSO, Texarkana Community Ballet, and dance recitals which routinely rent the Perot Theatre on an annual basis. April 30 of each year during the term of this Agreement is the DEADLINE date to establish priority dates for scheduling and reserving dates of Events by such parties or any other party for the succeeding September 1 – August 31 event scheduling period. Execution of a contract for rental will be required in order to reserve and hold dates for any Event to which priority scheduling has been accorded. From and after said deadline, dates for rental of the Theatre during the subject scheduling period will be available on a strict first come-first served basis. TSO shall negotiate and determine the form and specific terms of all rental contracts, including rental rates, fees and any ticket surcharges in addition to those for which provision is made in paragraph 4.1.C, below, except that TSO shall not have the authority to waive City's contractual requirements for indemnification, insurance, City access to the building and City fire and police department access.

(3) A current calendar shall be posted on the Theatre website reflecting all confirmed future rentals and the Events, rehearsals, pre-rigs, and restores pertaining to them.

C. Enhancement Fee. TSO shall collect a $2.00 surcharge per ticket sold for all events held at the Theatre ("Enhancement Fee"). All funds realized from such surcharge shall be deposited in a designated enhancement fee account and shall be property of City. Funds in said account shall be expended only with the approval of City and only for enhancements to the Theatre.

D. Reporting of Events. TSO shall submit to the City a quarterly report concerning its operations under this Agreement. Said report shall include but not be limited to:

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(1) a list of Events held at the Theatre during the preceding quarter;
(2) a brief description of and paid attendance at each such Event;
(3) a current Enhancement Fee update.

E. Funding/General:

(1) TSO shall assist City's Planning & Community Development Department in preparing applications, proposals and similar documents seeking financial or other assistance from governmental or non-governmental sources;

(2) TSO shall submit an annual budget relating to its management and operations of the Theatre for approval by City and shall remain in compliance therewith.

(3) TSO shall pay alarm monitoring costs, fire inspection costs and costs for online services including the cost of a subscription to Pandora;

(4) TSO shall be responsible for operation of the Theatre and expenses included therein including for utilities and supplies;

(5) TSO shall comply with City ordinances, resolutions and procedures in the performance of this Agreement;

(6) TSO recognizes that acceptance of the revenue provided by the municipal hotel occupancy tax creates a fiduciary duty in TSO with respect to expenditure of such funds;

(7) TSO shall spend municipal hotel occupancy tax revenue for day-to-day operations, supplies, salaries, office rental, travel expense, and other administrative costs only if such administrative costs are incurred directly in promotion and servicing expenditures authorized under Texas Tax Code, Section 351.101(a); and such expenditures shall not exceed the portion of the total administrative costs actually incurred in conducting the activities for which the hotel occupancy tax revenue may be used as they relate to all activities of TSO;

(8) TSO shall abstain from spending municipal hotel occupancy tax revenue for travel by any person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and convention and hotel industry or the efficient and professional performance of the job of such person;

(9) TSO shall spend funds received from the municipal hotel occupancy tax for purposes provided by Texas Tax Code, Section 351.101(a) and (b) which read as follows:

(a) Revenue from the municipal hotel occupancy tax may be used only to promote tourism and the convention and hotel industry, and that use is limited to the following:

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(1) The acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers, or both;
(2) The furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
(3) Advertising and conducting solicitations and promotional programs to attract tourist and convention delegates or registrants to the municipality or its vicinity;
(4) The encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
(5) Historical restoration and preservation projects r activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:

(A) At or in the immediate vicinity of convention center facilities or visitor information centers; or
(B) Located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;

(6) For a municipality located in a county with a population of one million or less, expenses, including promotion expenses, directly related to a sporting event in which the majority of participants are tourists who substantially increase economic activity at hotels and motels within the municipality or its vicinity; and
(7) Subject to Section 351.1076, the promotion of tourism by the enhancement and upgrading of existing sports facilities or fields, including facilities or fields for baseball, softball, soccer, and flag football, if:
(A) The municipality owns the facilities or fields;
(B) The municipality:
(i) Has a populations of 80,000 or more and is located in a county that has a population of 350,000 or less; or
(ii) Has a population of at least 65,000 but not more than 70,000 and is located in a county that has a population of 155,000 or less; and
(C) The sports facilities and fields have been used, in the preceding calendar year, a combined total of more than 10 times for district, state, regional, or national sports tournaments.

(b) Revenue derived from the tax authorized by this chapter shall be expended in a manner directly enhancing and promoting tourism and the convention and hotel industry as permitted by Subsection (a). That revenue may not be used for the general revenue purposes or general governmental operations of a municipality.

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(10)TSO agrees to reimburse the City for any municipal hotel occupancy tax funds it receives under this Agreement which are not spent in a manner as authorized under Texas Tax Code Section 351.101 (a) and (b) within ninety (90) days' notice of such violation or if any expenditure goes over budget.

(11) Within ninety days after the end of each year of its operations under this Agreement TSO shall furnish to City a detailed accounting of its receipts and expenditures pursuant to this Agreement. In lieu of an annual audit, City shall have the ability to perform an audit and TSO agrees to provide any documents necessary for such audit to City.

(12) TSO shall develop a set of guidelines/criteria for bookings and shall post them on the Theatre website.

(13) TSO shall prepare a plan for sale of concessions at the Theatre.

(14) TSO shall implement a system that will allow patrons to register feedback and suggestions online and shall design the Theatre website so as to enable any such feedback and suggestions to be immediately made available to City.

F. Other Reports.

(1) TSO shall provide a quarterly report to City to include such information as City may request in relation to the Theatre, its use, attendance, operation and management, to include, but not limited to, quarterly budgeted expenses vs actual expenses.

(2) TSO shall provide timely reports to and meet with the City Manager or her/his designee regarding its performance of City related business related to the operation of the Theatre; and TSO shall assist in the preparation of City's budget for the Theatre.

(3) TSO shall maintain separate, complete and accurate financial and other appropriate records of its activities under this Agreement and of its expenditures of municipal hotel occupancy tax revenues and of all expenses incurred by TSO in its performance under this Agreement. Within twenty-four (24) hours' notice such records shall be available for examination, inspection, review, audit and copying by City or its agent or representative between 9 AM and 5 PM, Monday through Friday, at the office of TSO located at 421 Hickory Street; Texarkana, AR.

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(4) TSO shall provide to City a current list of rentals that have been approved and contracted (for city review only). Such list shall also include any rental applications that have been received and declined with a full statement of the basis for such declination.

(5) City shall develop and TSO shall provide to City a metric to measure TSO's effectiveness in its management of the Theatre and of its performance of the duties and obligations set forth in this Agreement.

4.2 City's Services and Obligations

a. City shall allocate funds not to exceed $272,702.00 annually (the "Budgeted Funds") received by the City from revenue derived from the municipal hotel occupancy tax pursuant to Article III, Chapter 26, Code of Ordinances, City of Texarkana, Texas, which shall be dedicated to the functions and operations of the Perot Theatre, located at 221 Main Street, Texarkana, Texas, including but not limited to office space, building insurance, computers, alarm monitoring, sprinkler system annual inspection, boiler inspection, website domain registration, salaries, and other services and expenses. Additionally, City shall deposit up to $50,000 into the Perot Theatre Building Maintenance Fund maintained by the City. The management fee to be paid to TSO, is included in the Budgeted Funds provided TSO submits, on a monthly basis, a payment request accompanied by the Perot Management Report and any additional documentation requested by the City to fulfil expenditures as set forth in this Agreement.

b. Theatre income shall include revenue from rental contracts, sale of merchandise, ticket handling, parking and other revenue streams associated with operation of the Theatre; provided, however, that revenue from sale of concessions shall be and remain the sole income of TSO. City will receive the first $20,000 of Theatre income and shall deposit such funds into the Perot Theatre Building Maintenance Fund maintained by the City. Except as provided immediately hereinbelow, all additional Theatre income shall be divided between the parties as follows: 20% to City and 80% to TSO. To incentivize superior performance by TSO in marketing of the Theatre, once total income to City from Theatre income has totaled $30,000 for the period of time commencing on October 1st of each year and ending on September 30th of each year ("Rental Base"), the 20%/80% scheme for sharing of Theatre income shall be modified such that the Theatre income from each such rental that exceeds the Rental Base shall be divided between the parties as follows: 10% to City and 90% to TSO.

c. During the term of this Agreement, City will allow TSO full, free utilization of the office space located adjacent to the Theatre along with personal property located therein.

V.
TRANSITION

5.1 Transition. During the period of transition of Theatre management from the prior management company to TSO ("Transition Period") the parties hereto shall cooperate, each at its own

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expense, by providing transition services as TSO might reasonably request and, otherwise, by working with each other to achieve an orderly transition of roles, duties and obligations in relation to management of the Theatre and any existing contracts or ongoing obligations of any type.

5.2 Any Theatre rental contracts as might exist on the effective date hereof, if any, shall be provided to TSO.

5.3 Management of Theatre rental contracts related to Events, if any, that have been booked as of the effective date hereof but are yet to be performed shall be assigned by City to TSO. City shall also take necessary actions to transfer monies or deposits in City's possession, if any, received and related to any such booked but still to be performed Events to TSO; and TSO shall thereafter undertake management of any such booked Events. The parties agree that if, as of the effective date hereof, the previous management company is in negotiations with another party for an Event to be held at the Theatre after October 1, 2021, City will use its best efforts to review any such proposed contracts with TSO for approval of such event provided, further, that approval shall not be unreasonably withheld unless another Event, the date of which would conflict with the date of any such proposed Event, has already been booked.

VI.
MAINTENANCE, ALTERATIONS, AND IMPROVEMENTS

6.1 TSO shall pay all charges for gas, electricity, water, telephone service, janitorial services, and other utilities and like services used by the Theatre during the term of this Agreement.

6.2 As soon as possible, and in any event not later than June 30, 2021, TSO shall perform a walkthrough with City staff to identify any problem issues or needed repairs and prepare a "punchlist" of such issues or repairs in order of their urgency or importance. Thereafter, and not later than August 1, 2021, TSO shall present a plan for spending enhancement fees to rectify such issues and complete such repairs, subject to City approval and subject to City's purchasing policies. TSO shall prepare a quarterly report to inform City of progress toward resolving such issues and completing such repairs; and, thereafter, shall perform an annual walkthrough with City to prepare an annual punchlist.

6.3 Except as otherwise provided in this Agreement, TSO shall during the term of this Agreement keep and maintain in good condition and repair (including replacements, if necessary) the Theatre premises and improvements and also, including but not limited to, landscaping and hardscape, mechanical, electrical, plumbing HVAC, sprinkler, exhaust and utility systems within and about the property ("TSO Maintenance").

6.4 Provided that, to the extent that any maintenance expense exceeds three thousand dollars ($3,000.00), City shall, upon presentment of an itemized statement thereof, reimburse TSO for said costs incurred by TSO for such maintenance and repair, subject to the annual budget of $272,207 set forth in the Budgeted Funds and subject to the approval procedures set forth in City's Purchasing Policy.

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6.5 City shall be responsible for maintenance and repair of the Theatre building roof, exterior walls, exterior doors and windows, footings and foundation, floor slab, and structural walls, columns and beams, parking areas, driveways, and sidewalks. (the "City Maintenance").

6.6 TSO shall promptly report to the proper City officials any damage or disrepair of furniture, fixtures, personal property or real property in need of maintenance and remove from service any unsafe or potentially hazardous conditions immediately.

6.7 All permanent improvements that are erected with the Theatre shall be and remain the property of City, subject to the use by TSO in accordance with the terms of this Agreement.

6.8 No alternations or improvements shall be made by TSO to the Theatre without prior approval of the City. TSO acknowledges the historical nature of the Perot Theatre and the need to protect the preservation of the Perot Theatre. Notwithstanding this paragraph, any items approved on the Punchlist prepared by TSO and City shall be deemed approved by City and no further consent shall be necessary to perform these services or repairs.

6.9 No portion of this section shall be construed as to limited TSO's ability to construct temporary sets, designs, staging, lighting and sound systems or other alterations of theatrical or decorative nature in the Theatre which does not alter structural integrity of the building or damage the building. TSO or its contractors shall carry sufficient and appropriate insurance for such activities as may be required by the City.

6.10 TSO may remove all such non-City owned equipment and property that is not attached at the expiration or earlier termination of this Agreement, provided such removal does not cause any material damage to the Theatre. Any equipment or property that was paid for with City funding shall be considered City property. TSO acknowledges that City intends to perform certain Capital Improvements on the Theatre, adjoining, or adjacent thereto. City shall keep TSO informed of any such Capital Improvements and coordinate with TSO so as to not interfere with the operations of the Perot Theatre by TSO.

VII.
OWNERSHIP/PROPERTY OWNERSHIP

7.1 TSO shall provide a list of any personal items or property brought into or kept upon the Theatre property or other City property and shall promptly update such list for any removal or addition of any personal items or property. Said list shall describe each item in a manner that allows proper identification of each item. This paragraph shall not apply to items that are used solely for a performance and not stored or kept on the Perot Theatre property.

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7.2 All personal property owned by TSO and placed in the Theatre or on City property, during the Term of this Agreement, remains the property of TSO. TSO is responsible for and shall pay prior to delinquency all taxes, if any, that may be assessed against, imposed, or otherwise payable on account of such personal property of TSO. TSO shall be responsible for insuring all personal property owned by TSO. City shall not be responsible for any damage or loss of such property.

7.3 All items or property purchased with City funds shall remain City property. Any new items acquired by TSO with City funds shall be tagged as City property for identification purposes. A list of all items purchased shall be provided to City.

7.4 All intellectual property and programs owned by and in the possession of City shall be made available to TSO. Such materials shall, however, be and remain the property of City.

VIII.
INDEMNIFICATION

TSO is responsible for any and all claims and demands on account of any injury or death, or damage to property (including, but not limited to, the Theatre and the premises, occurring in or upon any portion of the Theatre or the premises which are caused by the acts or omissions of TSO, its officers, employees, representatives, agents, licensees, sublessees or contractors. TSO shall defend, indemnify and hold harmless City, its officers, employees, and agents from and against any and all claims, demands, actions, causes of action, penalties, judgments and liabilities of every kind and description (including courts costs and reasonable attorneys' fees) for injury to and death of persons and damage to and loss of property which are caused by, arise from or grow out of TSO's use, occupancy, and management of the Theatre or the premises. TSO will not be held responsible for any actions resulting from City's negligence or actions.

IX.
INSURANCE

9.1 City shall maintain property insurance (including fire and extended coverage insurance) on the Theatre and premises with coverages and limits reasonably determined by City, with the intention of City to insure the Theatre in accordance with City policies and limits. Such property insurance shall be obtained at the cost and expense of City; provided, however, TSO shall for the duration of this Agreement be obligated to, in lieu of paying premiums to an insurance company, shall reimburse City for the premiums portion of City's cost and expense of obtaining such insurance.

9.2 TSO shall obtain and maintain in full force and effect during the term of this Agreement, at TSO's sole expense, liability, workers compensation and other insurance to insure TSO's personal property. The insurance shall be evidenced by delivery of executed certificates of insurance and certified

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copies of the policies to City. Each such policy must name City as an additional insured and require that 60 days' notice be given to City before the cancelation, non-renewal, or any material change in coverage.

X.

MISCELLANEOUS PROVISIONS

10.1 Signs. Except as may be required by applicable City building ordinances and codes, TSO shall have the right to erect signs on the premises.

10.2 Employees. All personnel engaged by TSO shall be considered to be employees and/or agents or contractors of TSO and not employees and/or agents or contractors of City.

10.3 Headings. The captions and headings used in this Agreement are for convenience only and do not in any way restrict, modify or amplify the terms of this Agreement.

10.4 Force Majeure. Neither TSO nor City shall be liable to each for any failure, delay or interruption in the performance of any of the terms, covenants, or conditions of this Agreement due to causes beyond their respective control, including, but not limited to, war, strikes, boycotts, labor disputes, embargoes, acts of nature, acts of the public enemy, weather conditions, floods, riots, terrorism, pandemic, or any other circumstances for which a party is not legally responsible or which is not in its own power to control. The affected party's obligation shall be suspended during the continuance of the inability then claimed, but for no longer a period. To the extent possible, the party shall endeavor to remove or overcome the inability claimed with all reasonable dispatch.

10.5 Conflict of Interest. TSO and its employees, agents or associates are required to make regular, timely, continual and full disclosures to City of all significant outside interests and responsibilities that may give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in TSO's performance of all of the services under this Agreement. Failure to promptly disclose such a conflict of interest may result in City's immediate termination of this Agreement by City Manager.

10.6 Governing Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the internal laws of the State of Texas and venue shall be in Bowie County, Texas.

10.7 Notices. All notices, requests, demands, tenders and other communications under this Agreement shall be in writing. Any such notice, request, demand, tender or other communication shall be deemed to have been duly given when actually delivered, or the next business day following delivery to a nationally recognized commercial courier for next business day delivery, to the address for each party set forth below, or when transmitted by email (with confirmation of transmission). Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice was given, shall be deemed to be receipt of such notice, request, demand, tender or other communication. Any party, by written notice to the others in the manner herein provided, may designate an address different from that stated herein. Any notice, request, demand, tender or other communication from legal counsel of a party hereto shall be deemed notice from such party for purposes of this Agreement.

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All notices should be sent to the respective parties at the following addresses:

If to City:	Name City of Texarkana, Texas Address Texarkana, TX 75501 Email: Phone:
with a copy to:	Jo Thomason Atchley, Russell, Waldrop & Hlavinka, LP 1730 Galleria Oaks Texarkana, TX 75503 Email: jthomason@arwhlaw.com Phone: (903) 792-8246
If to TSO:	Name Texarkana Symphony Orchestra Address Texarkana, TX 75503 Email: Phone:
with a copy to:	

10.8 Severability. If any term, condition or provision of this Agreement or the application thereof to any circumstance or party hereto, is invalid or unenforceable as against any person or, as to certain circumstances, then the remainder of this Agreement and the applicability of such term, condition or provision to other persons or circumstances shall not be affected thereby. Each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

10.9 Amendment and Modification. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of the Parties.

10.10 Assignment. This Agreement may not be assigned by TSO, in whole or in part, without the prior written consent of City.

10.11 Interpretation. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

10.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. [Signatures provided by facsimile or electronic transmission shall have the same force and effect as original signatures and shall be binding upon the parties.]

10.13 Relationship of the Parties; No Partnership. Nothing contained in this Agreement shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint venture by the parties hereto, it being

Attachment: 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

understood and agreed that no provision contained in this Agreement nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of independent contractors. No term or provision of this Agreement or act of TSO, its contractors, subcontractors, officers, agents and employees or any person under the control of TSO in the performance of this Agreement shall be construed as making them the agent, servant or employee of City.

10.14 Entire Agreement. This Agreement, the Exhibits and Schedules annexed hereto (which are incorporated herein by reference), and any contemporaneously executed agreements, are the entire agreement between the Parties and expresses the agreement of the parties hereto.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE ON NEXT PAGE

Attachment: 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate originals by their respective duly authorized officers on the day and year first written.

CITY OF TEXARKANA, TEXAS

_____

CITY MANAGER

ATTEST:

_____

CITY SECRETARY

TEXARKANA SYMPHONY ORCHESTRA

_____

BY:

ATTEST:

_____

TSO SECRETARY

Attachment: 2021-036 ATTH 06 Perot Mgt Agrmt jt rvsd 210519clean (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

Section D.—Fee Structure

In a separate sealed envelope, provide your fee structure. This section should include the management fee with emphasis placed on earned incentives from new or increased revenue sources and a reduction of the city funded subsidy.

Current Perot Theatre Budgeted Amount: $272,000.00

1. **Provide your firm's management fee proposal for the (5) five-year period which establishes profit/loss benchmark goals.**
   The Texarkana Symphony Orchestra will except the $272,000 management fee and negotiate any effects the potential transfer of personnel to the City will cause and will negotiate incentive amounts to complete construction plans for the Theatre.

2. **Explain what type or level of incentives your firm proposes to receive if revenue goals are met or exceeded.**
   Based on the industry in general and the fact that we will be coming out of a once-in-a-lifetime pandemic we would begin negotiations of incentives with:
   - A 20% City and 80% Management Company split of all net profits after the first $10,000.00, in profit revenue.
   - We look forward to setting financial incentives and benchmarks with the City in order to monitor progress and meet new mutual goals.
   - We also look forward to working with the City to obtain objectives of expanding the Theatre with current or revised architectural plans. We want to make these a reality instead of continuing to leaving them on the table.

3. **Budget for the Perot Theatre will be budgeted separately from Management Company account.**
   The Texarkana Symphony Orchestra will maintain a separate budget and bank account for the Theatre management.

Attachment: 2021-036 ATTH 07 TSO-Perot Monetary Proposal (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

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: 2021-036 Goals & Perspectives (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

RESOLUTION NO. 2021-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING AND APPROVING A PROPOSAL WITH TEXARKANA SYMPHONY ORCHESTRA (TSO) FOR MANAGEMENT SERVICES FOR THE PEROT THEATRE; AUTHORIZING THE INTERIM CITY MANAGER TO NEGOTIATE AND EXECUTE AN AGREEMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED SEVENTY-TWO THOUSAND TWO HUNDRED SEVEN DOLLARS ($272,207), TO BE PAID FROM HOTEL/MOTEL TAX FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, proposals for the management of the Perot Theatre were issued March 2, 2021, with three (3) organizations expressing interest; and

WHEREAS, after a selection process that included written proposals and in-person presentations, an appointed Perot Theatre Management Citizen Advisory Committee reviewed the proposals and recommended TSO as the management services provider for the Perot.

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

Section 1: That the recommendation for TSO's proposal be accepted for management services for the Perot; and

Section 2: That the Interim City Manager is authorized to negotiate final terms and execute a management agreement with TSO in an amount not to exceed Two Hundred Seventy-Two Thousand Two Hundred Seven Dollars ($272,207) to be paid from hotel/motel tax funds; and

Section 3: That this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of May, 2021**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

7:11 p.m.

BOB BRUGGEMAN, MAYOR

Attachment: 2021-036 RES Perot management agreement with TSO SIGNED (2471 : 2021-036 RES Perot Mgmt Contact w/ TSO)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/20/2021 11:47 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2021-022 rezoning a 0.33-acre tract of land (being Tract 34) in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road. Single Family-2 to General Retail. Shanna Andrews, owner.		

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

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 Shanna Andrews, owner, to rezone a 0.33-acre tract of land (being Tract 34) in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road from Single Family-2 to General Retail to allow the location of a portable classroom building for a daycare. The property is currently vacant land.

The adjacent zoning is Single Family-2 to the east, south, and west, and General Retail to the north. The adjacent land use is residences to the west, east and south, and a business to the north.

The applicant, Shanna Andrews, bought an existing property directly to the north of this vacant tract of land. Ms. Andrews is opening a daycare at this location to the north and needs more space than the existing building provides. Therefore, she is proposing to place a portable classroom on the vacant tract to expand her daycare facility.

There is currently a city/utility easement between these two properties that is owned by the applicant, (2401 Summerhill Road and 2321 Summerhill Road). It is the applicant's plan to put up a fence to keep the children contained between these two properties. The applicant is aware that if utility companies need to access the property and remove the fence, she will be responsible for replacing the fence.

Staff recommends for approval of this request.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

April 5, 2021

Attachments

a. 2021-022 ORD rezoning at 2321 Summerhill Rd (DOCX)
b. 2021-022 ORD ATTH 01 (Maps) (PDF)
c. 2021-022 ORD ATTH 02 (Floorplans) (PDF)
d. 2021-022 ORD ATTH 03 (Elevations) (PDF)
e. 2021-022 Goals Perspectives(PDF)
f. 2021-022 ORD rezoning at 2321 Summerhill Road - signed(PDF)

Staff Coordination

City Manager	David Orr 04/15/2021 2:33 PM	Department Head Review	Completed	
Building Code Administration		Laura Puckett	Reviewer	Skipped
	04/15/2021 2:05 PM			
City Council	Vicky Coopwood	Meeting	Completed	04/26/2021 6:00 PM

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

Z-21-04

ORDINANCE NO. 2021-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 0.33-ACRE TRACT OF LAND BEING TRACT 34, IN THE W. W. WOOTEN HRS, A-652, LOCATED AT 2321 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to General Retail**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to General Retail on an approximate 0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an approximate **0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to General Retail.**

Attachment: 2021-022 ORD rezoning at 2321 Summerhill Rd (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

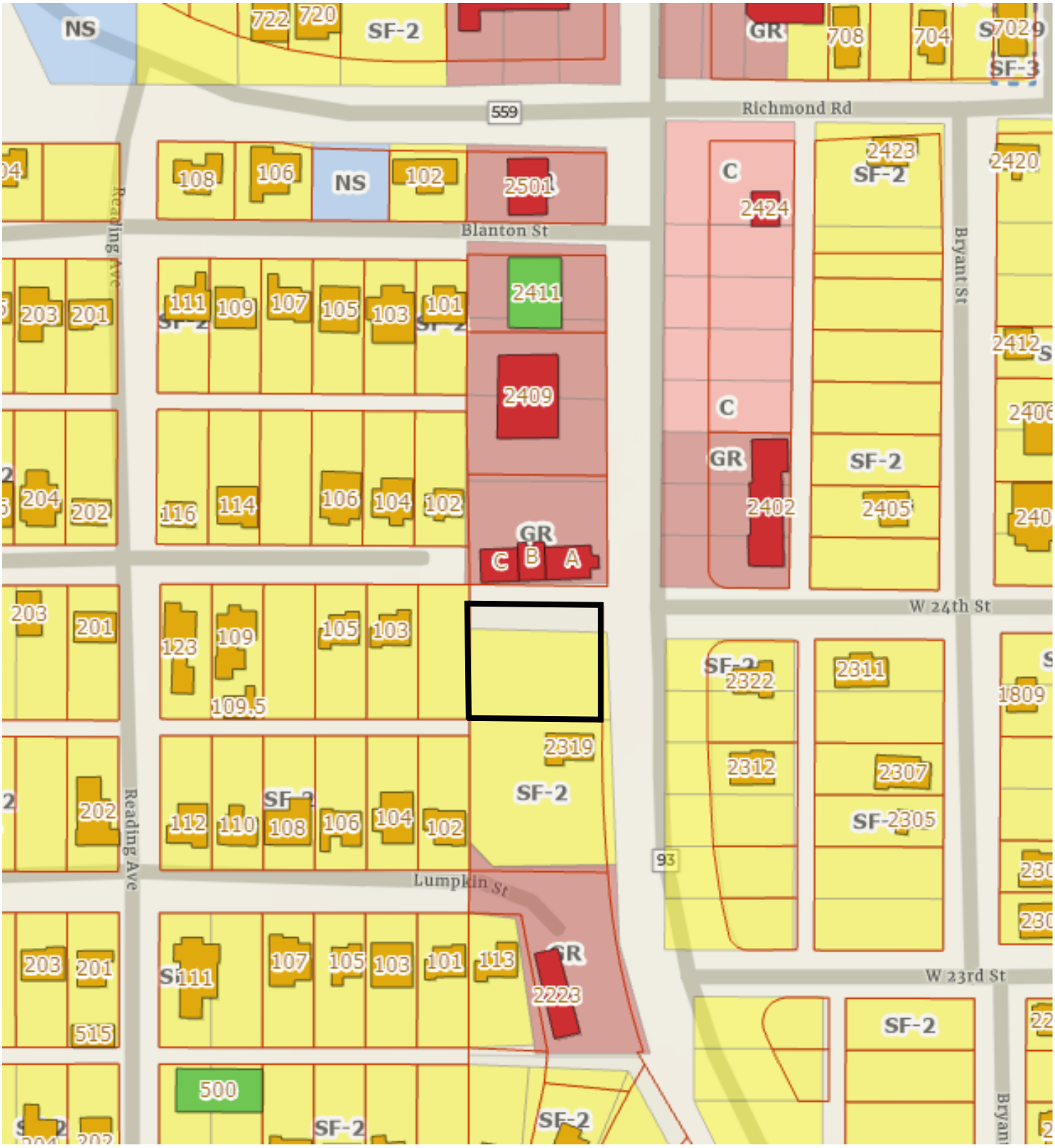
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2021-022 ORD rezoning at 2321 Summerhill Rd (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

2021-022
ATTH 01

2401 Summerhill Rd



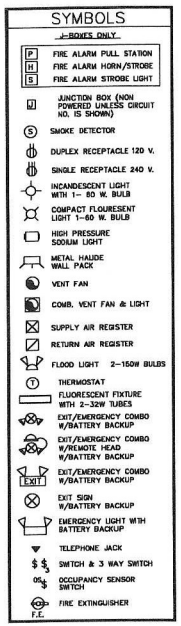
Attachment: 2021-022 ORD ATTH 01 (Maps) (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

2021-022
ATTH 01

2401 Summerhill Rd



Attachment: 2021-022 ORD ATTH 01 (Maps) (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)



ELECTRICAL SCHEDULE

CIRCUIT	NOMENCLATURE	BREAKER (AMPS)	WIRE (CU.)
1, 3	HVAC	60 A (2P) HACR	6-2 @10 GRND.
6	WATER HEATER	20 A(1P)	12-2 NM
2, 4, 8	RECEPTACLES	20 A	12-2 NM
5	LIGHTING/FAN	20 A	12-2 NM

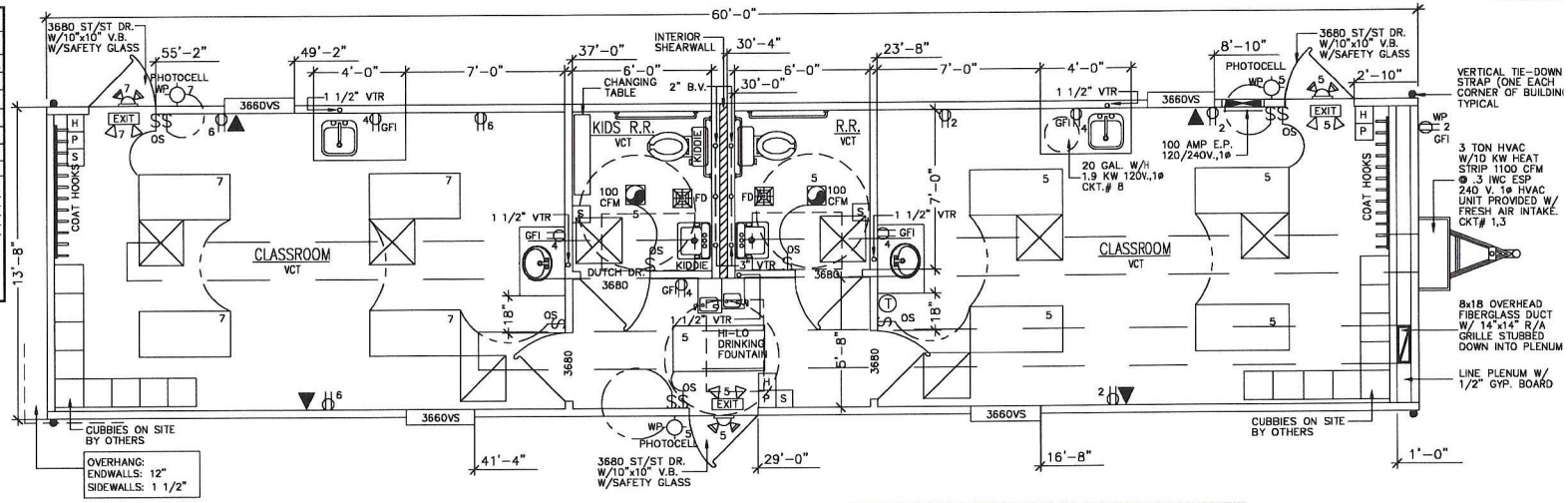
ELECTRICAL PANEL SIZING:

DESCRIPTION	KVA
GENERAL LIGHTING .0035 KW/SF X 820 SF X 1.25=	3.1
12 RECEPTS AT 180VA/1000=	2.2
WATER HEATER 1.9 KW x 1.25=	2.4
2 FANS AT .3 KW X 1.25=	.8
HVAC	10.5

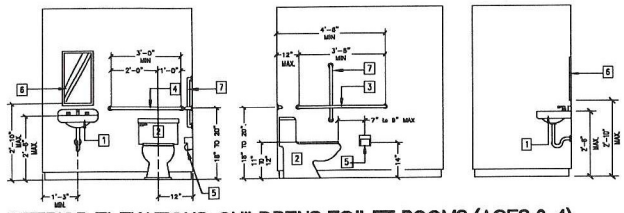
TOTAL 20 KW
TOTAL/240 X 1000= 84 AMPS
INSTALL 100 AMP PANEL
120/240 V 1ø

LEGEND:

1. LAVATORY
2. H/C WATER CLOSET
3. 42" GRAB BAR 12 INCHES MAXIMUM FROM REAR WALL
4. 36" GRAB BAR
5. TOILET PAPER HOLDER
6. MIRROR
7. 18" VERT GRAB BAR

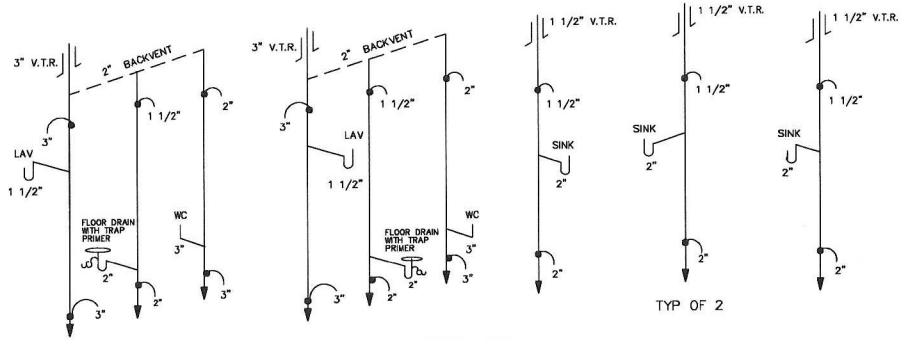


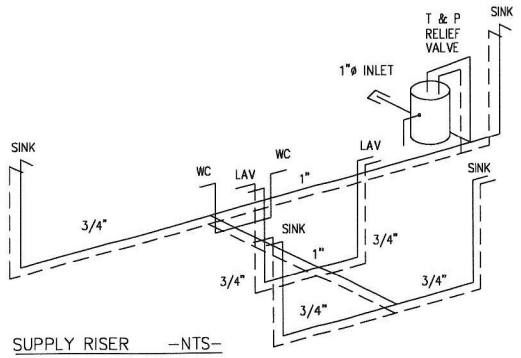
TEXAS INDUSTRIALIZED BUILDING CODE COUNCIL
This document is approved pursuant to the Industrialized Housing and Buildings Act.
DRA No. 17 IBC ✓ IRC ____
Date: Aug 12, 2016
DRA Signature:



INTERIOR ELEVATIONS-CHILDRENS TOILET ROOMS (AGES 2-4)

ELEMENT	TABLE 3201 AGES 3 AND 4	5 THRU 8	9 THRU 12
WATER CLOSET (CENTERLINE)	12 INCHES	12-15 INCHES	15-18 INCHES
	305 MM.	305-308 MM	380-455 MM
SEAT HEIGHT	11-12 INCHES	12-15 INCHES	15-17 INCHES
	280-302 MM	305-380 MM	380-430 MM
GRAB BAR (MOUNTING HEIGHT)	18-20 INCHES	20-25 INCHES	25-27 INCHES
	455-810 MM	510-635 MM	635-685 MM
TOILET T. DISP. (CENTER)	14 INCHES	14-17 INCHES	17-19 INCHES
	355 MM	365-430 MM	430-485 MM



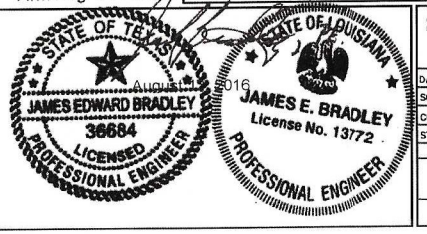


SUPPLY LINE SIZING IS BASED ON AN ASSUMED AVAILABLE PRESSURE OF 46 TO 60 PSI AT MAIN INLET AND SHOULD BE VERIFIED PRIOR TO CONSTRUCTION.
COLD
HOT
ALL SUPPLY LINES SHALL BE 3/4", ALL STUB-UPS SHALL BE 1/2" UNLESS OTHERWISE SPECIFIED.

Reg. P.E. Firm Name: James E. Bradley
Firm Reg. # F-1285

DWV RISER NTS

RADCO APPROVED
Aug 12, 2016
RESOURCES, APPLICATIONS, DESIGN & CONTROLS, INC.
EASTERN NATIONAL REGION
5801 BENJAMIN CENTER DRIVE, SUITE 102
TAMPA, FL 33634
(813) 243-0370 O | (813) 243-1314 F
www.radcoinc.com
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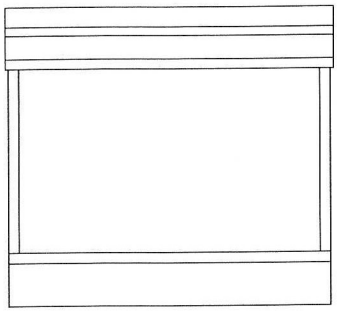


CONSULTING ENGINEER JAMES BRADLEY, P.E. — 212 FOX TRAIL — PARKESBURG, PA. 19365 — (610) 857-24

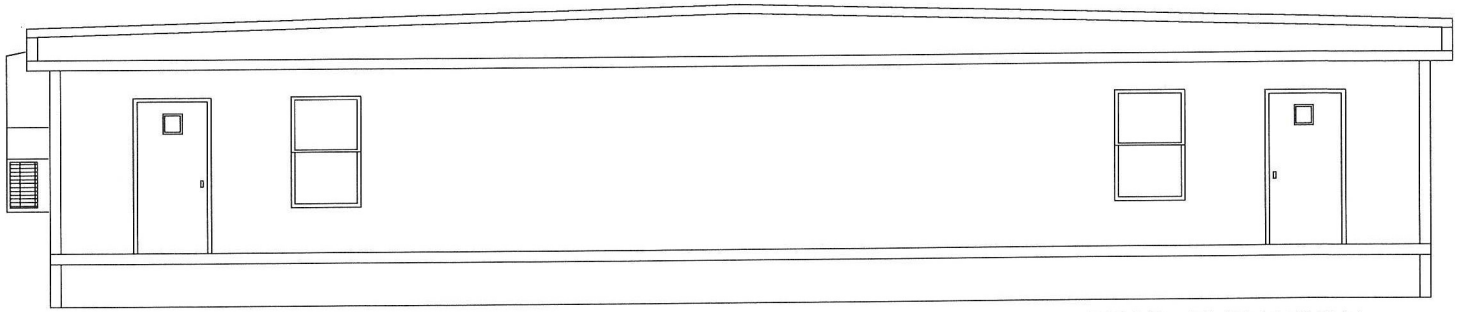
SPECIALIZED STRUCTURES INC.
2400 SPRINGHEAD CHURCH ROAD WILLACOOCHEE, GA 31650
1-912-384-7565 FAX: 1-912-384-4943

DATE: 8-9-16	THIRD PARTY: RADCO 5801 BENJAMIN CENTER, SUITE 102 TAMPA, FLORIDA 33634 813-243-0370
SCALE : 3/16"=1'-0"	
CODES: SEE NOTES	
STATES: TX, OK, LA.	REVISIONS: BY: J.B.
SSI4780 14 x 60 DAYCARE EDUCATION	SHEET 2 OF 5
FLOOR PLAN	DESTINATION: HOUSTON, TX.

Attachment: 2021-022 ORD ATTH 02 (Floorplans) (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321

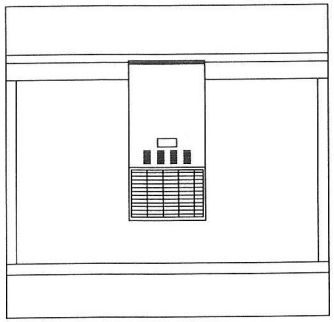


LEFT ELEVATION

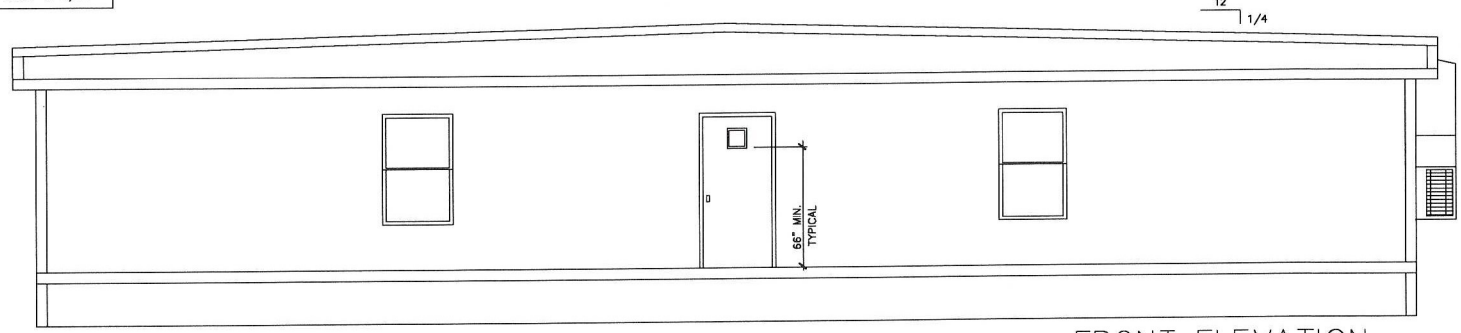


REAR ELEVATION

OVERHANG:
ENDWALLS: 12"
SIDEWALLS: 1 1/2"



RIGHT ELEVATION



FRONT ELEVATION

ELEVATION NOTES: TYPICAL

SEE-CROSS SECTION FOR METHOD OF ROOF VENTILATION

ACCESSIBLE RAMP(S), STAIR(S), AND HANDRAILS ARE SITE INSTALLED, DESIGNED BY OTHERS, AND SUBJECT TO LOCAL JURISDICTION.

FOUNDATION ENCLOSURE (WHEN PROVIDED) MUST HAVE 1 SQUARE FOOT NET VENT AREA PER 1/150TH OF THE FLOOR AREA, AND AN 18" X 24" MINIMUM CRAWL SPACE ACCESS, SITE INSTALLED BY OTHERS SUBJECT TO LOCAL JURISDICTION.

TEXAS INDUSTRIALIZED BUILDING CODE COUNCIL
This document is approved pursuant to the Industrialized Housing and Buildings Act.
DRA No. 17 IBC ✓ IRC ___
Date: Aug 12, 2016
DRA Signature:

Reg. P.E. Firm Name:
James E. Bradley
Firm Reg. # F-1285

RADCO APPROVED
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STATE OF TEXAS
JAMES EDWARD BRADLEY
36684
LICENSED
PROFESSIONAL ENGINEER

STATE OF LOUISIANA
JAMES E. BRADLEY
License No. 13772
PROFESSIONAL ENGINEER

CONSULTING ENGINEER | JAMES BRADLEY, P.E. — 212 FOX TRAIL — PARKESBURG, PA. 19365 — (610) 857-24

SPECIALIZED STRUCTURES INC
2400 SPRINGHEAD CHURCH ROAD WILLACOOCHEE, GA 31650
1-912-384-7565 FAX: 1-912-384-4943

DATE: 8-9-16	THIRD PARTY: RADCO 5801 BENJAMIN CENTER, SUITE 10 TAMPA, FLORIDA 33634 813-243-0370	
SCALE : 3/16"=1'-0"		
CODES: SEE NOTES		
STATES: TX, OK, LA,	REVISIONS:	BY: J.B.
SSI4780 14 x 60 DAYCARE EDUCATION		SHEET 3 OF
ELEVATIONS	DESTINATION: HOUSTON, TX.	

Attachment: 2021-022 ORD ATTH 03 (Elevations) (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321

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: 2021-022 Goals Perspectives (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

Z-21-04

ORDINANCE NO. 2021-022

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 0.33-ACRE TRACT OF LAND BEING TRACT 34, IN THE W. W. WOOTEN HRS, A-652, LOCATED AT 2321 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to General Retail**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to General Retail on an approximate 0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an approximate **0.33-acre tract of land being Tract 34, in the W. W. Wooten HRS, A-652, located at 2321 Summerhill Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to General Retail.**

Attachment: 2021-022 ORD rezoning at 2321 Summerhill Road - signed (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:38p.m.

Attachment: 2021-022 ORD rezoning at 2321 Summerhill Road - signed (2456 : 2021-022 ORD rezoning SF-2 to GR at 2321 Summerhill)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/22/2021 11:24 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2021-023 rezoning a 0.92-acre tract of land (being Tract 66) in the M. E. P. & P. RWY CO. HRS, A-434, located at the northeast corner of Gazola Street and Hatton Street. Single Family-2 to Multiple Family-2. Barbara Stoker representing Mt. Sinai House of Prayer Church, owner.		

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

Item Schedule

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

Updates/History of Briefing:

A letter of opposition to this rezoning request was submitted prior to the Planning and Zoning Commission. Signatures on the letter did not represent twenty percent (20%) of the property owners notified. Please see attached letter.

A letter from the Chamber of Commerce was also received. See attached. The Chamber had no opposition to the rezoning if it did not affect the present or future zoning of their property.

Executive Summary and Background Information:

This is a request by Barbara Stoker, representing Mt. Sinai House of Prayer Church, to rezone a 0.92-acre tract of land (being Tract 66) in the M. E. P. & P. RWY CO. HRS, A-434, located at the northeast corner of Gazola Street and Hatton Street from Single Family-2 to Multiple Family-2. The proposed use is multiple family housing for the elderly. The property is currently vacant land.

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

The proposed plan is to build duplexes or triplexes for the elderly. Most of the property in this area is vacant land. The construction of new housing for the elderly could be a revitalization housing alternative and improvement for this area. Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

April 5, 2021

Attachments

a. 2021-023 ORD rezoning the NE corner of Gazola and Hatton (DOCX)
b. 2021-023 ORD EXH 'A' (Legal Description)(PDF)
c. 2021-023 ORD ATTH 01 (Maps) (PDF)
d. 2021-023 ORD ATTH 02 (conceptual Site plan) (PDF)
e. 2021-023 ORD ATTH 03 (Proposed exteriors) (PDF)
f. 2021-023 ORD ATTH 04 (Chamber of Commerce Letter) (PDF)
g. 2021-023 ORD ATTH 05 (Opposition letter Sylvia McHenry) (PDF)
h. 2021-023 Goals Perspectives(PDF)
i. 2021-023 ORD rezoning NE corner of Gazola and Hatton - signed (PDF)

Staff Coordination

City Manager	David Orr 04/15/2021 2:34 PM	Department Head Review	Completed	
Building Code Administration		Laura Puckett 04/15/2021 2:05 PM	Reviewer	Skipped
City Council 6:00 PM	Vicky Coopwood	Meeting	Completed	04/26/2021

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

Z-21-5

ORDINANCE NO. 2021-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 0.92-ACRE TRACT OF LAND BEING TRACT 66, IN THE M. E. P. & P. RWY CO. HRS, A-434, LOCATED AT THE NORTHEAST CORNER OF GAZOLA STREET AND HATTON STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO MUTIPLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Multiple Family-2, on an approximate 0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: 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 **0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

Attachment: 2021-023 ORD rezoning the NE corner of Gazola and Hatton (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2021-023 ORD rezoning the NE corner of Gazola and Hatton (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Nov 16,2016 at 04:32P

SHERIFF'S TAX RESALE DEED

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.

DATE OF SALE: October 4, 2016

GRANTOR/TAXING UNIT(S): Bowie Central Appraisal District, Trustee, in trust for the use and benefit of The City of Texarkana, Texas, Liberty-Eylau Independent School District, and The County of Bowie, Texas

GRANTEE: MT Sinai House of Prayer

GRANTEE'S MAILING ADDRESS: c/o Barbara Stoker, 100 Gazola St, Texarkana, Texas 75501-6791

PROPERTY: 0.92 Acre, more or less, out of Abstract 434 of the M E P & P RR Co Survey, City of Texarkana, Bowie County, Texas (Volume 321, Page 491 and Volume 6589, Page 32 of the Deed Records, Bowie County, Texas) Tax Account No. 15640006600

CONSIDERATION: $500.00

TAX FORECLOSURE LAWSUIT: Cause No. 12C1186-102, Bowie Central Appraisal District v. Queen Ann Hill et al, 102nd Judicial District Court

SHERIFF: James Prince

COUNTY: Bowie County, Texas

NEWSPAPER: *Citizens Tribune*

DATES OF PUBLICATION: September 7, 2016, September 14, 2016 and September 21, 2016

WHEREAS, by virtue of an Order of Sale issued pursuant to a Judgment rendered in the TAX FORECLOSURE LAWSUIT listed above, I, Sheriff, after having advertised the sale of said PROPERTY by giving notice of the time and place of tax foreclosure sale by advertisement published in a newspaper published in said COUNTY, did convey to the TAXING UNIT(S) all the right, title and interest that DEFENDANT(S) in the judgment rendered in the TAX FORECLOSURE LAWSUIT had in and to the PROPERTY.

AND WHEREAS, I, Sheriff, having been requested by Resolution of the Commissioners' Court of Bowie County to resell the PROPERTY pursuant to Section 34.05(c) TEXAS TAX CODE, did advertise the resale of the PROPERTY by giving notice of the time and place of said resale by an advertisement in the English language, published once a week for three consecutive weeks preceding such resale, the first publication appearing not fewer than twenty days immediately preceding the date of sale, on the DATES OF PUBLICATION referenced above, in the NEWSPAPER listed above, which newspaper is published in said COUNTY, stating in said advertisement a description of the PROPERTY, the number and style of the TAX FORECLOSURE LAWSUIT under which the PROPERTY was sold at the tax foreclosure sale, and the date of the tax foreclosure resale.

AND THEREAFTER, on the DATE OF SALE, within the hours prescribed by law, I, Sheriff, sold said PROPERTY at public venue at the courthouse door of COUNTY, at which sale the PROPERTY was struck off to the GRANTEE for the amount of CONSIDERATION listed above, the GRANTEE being the highest bidder therefore, and that being the highest bid for the same.

NOW, THEREFORE, in consideration of the premises aforesaid and the payment of said CONSIDERATION, the receipt of which is hereby acknowledged, I, Sheriff, have granted, sold and conveyed, and by these presents do grant, sell and convey to the GRANTEE all of the estate, right, title and interest of the TAXING UNIT(S) in and to the PROPERTY.

Attachment: 2021-023 ORD EXH 'A' (Legal Description) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of Gazola and

TO HAVE AND TO HOLD the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns, forever, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Judgment and Order of Sale, subject, however, to the DEFENDANT(S) in the TAX FORECLOSURE LAWSUIT rights to redeem the same in the manner prescribed by law, and to such and further conditions and stipulations as may be applicable under the provisions of TEXAS TAX CODE Chapter 34.

I, and all the TAXING UNITS, exclude and except any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the TEXAS PROPERTY CODE, or its successor. I, and all the TAXING UNITS, have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the PROPERTY, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, I, and all the TAXING UNITS, have not made, and do NOT make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY. In addition, I and all of the TAXING UNITS, have not made, and do NOT make any representation regarding any aboveground storage tank or belowground storage tank which may exist or may have existed, or the release of any petroleum product, in or on the PROPERTY. The PROPERTY is sold "AS IS" with all faults.

This deed is made expressly subject to the property taxes for the tax year 2013 and subsequent years. This deed is made expressly subject to all easements, restrictions and reservations of record. When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, pursuant to the provisions of Section 34.05(c) and (e) of the TEXAS TAX CODE, I have hereunto set my hand this 15th day of November, 2016.

JAMES PRINCE
Sheriff, Bowie County, Texas

By: David Childers

DAVID CHILDERS, Deputy Sheriff

STATE OF TEXAS §
§
COUNTY OF BOWIE §

Before me, the undersigned authority, on this day personally appeared DAVID CHILDERS, Deputy Sheriff, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and seal of office, this 15th day of November, 2016.

TINA J LEE
Notary Public
STATE OF TEXAS
ID#554672-3
My Comm. Exp. April 18, 2020

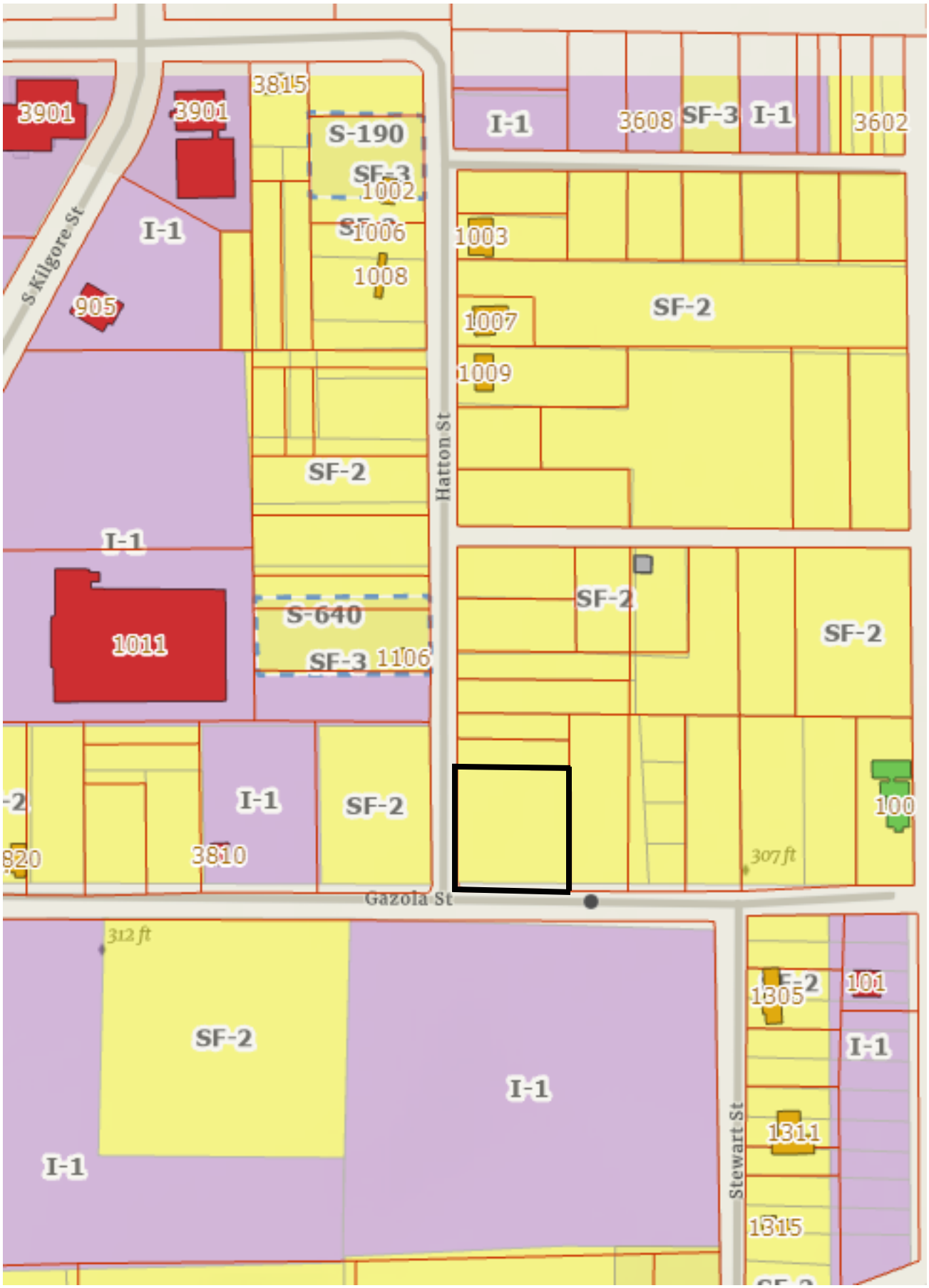
Tina J. Lee
Notary Public, State of Texas

After Recording, Return to:
MT Sinai House of Prayer
c/o Barbara Stoker
100 Gazola St
Texarkana, Texas 75501-6791

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Nov 16,2016 at 04:32P

Attachment: 2021-023 ORD EXH 'A' (Legal Description) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of Gazola and

Northeast corner Gazola St. & Hatton St.



Attachment: 2021-023 ORD ATTH 01 (Maps) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of Gazola and Hatton)

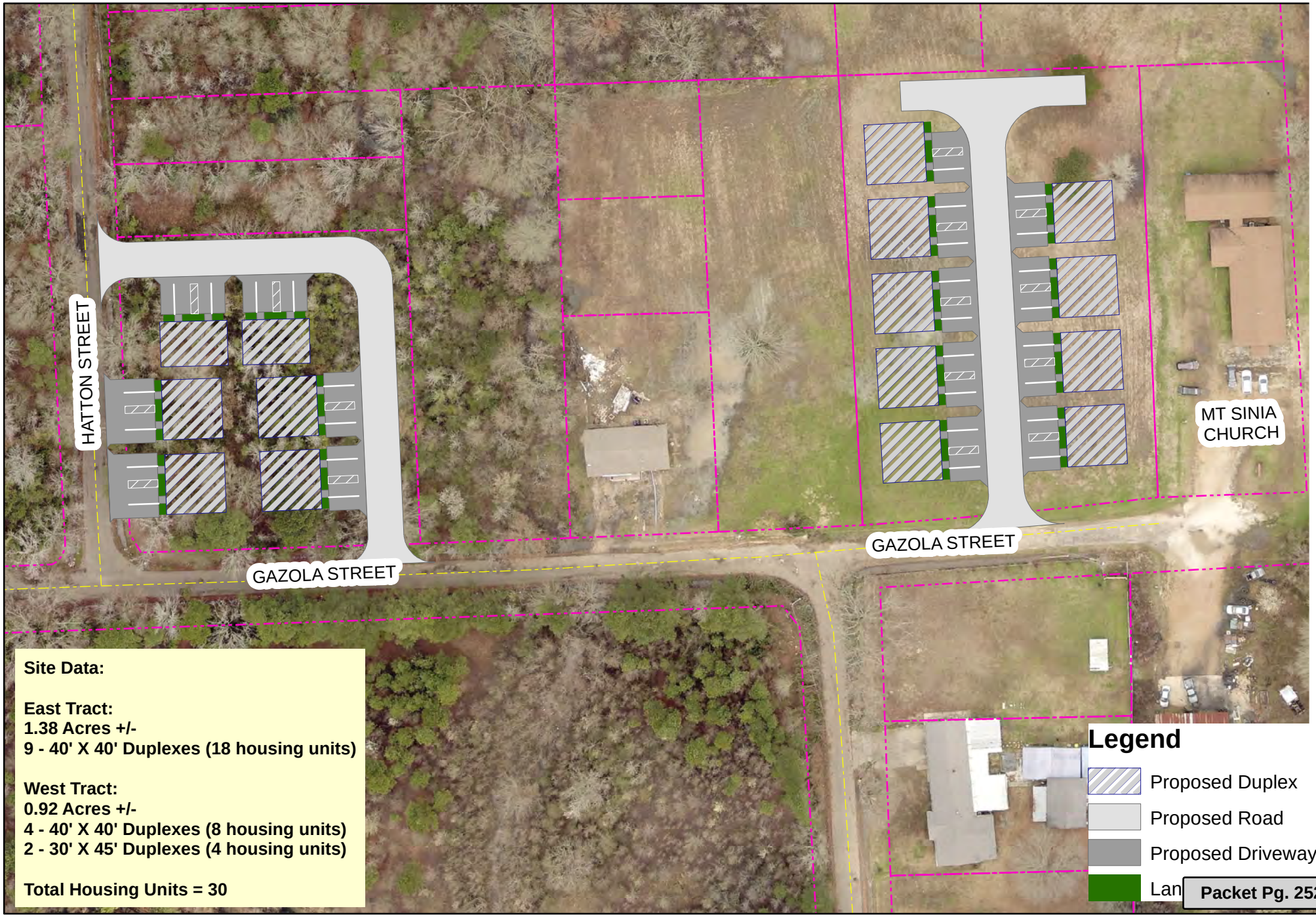
Northeast corner Gazola St. & Hatton St.



Attachment: 2021-023 ORD ATTH 01 (Maps) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of Gazola and Hatton)

Mountain View Duplexes
Conceptual Site Layout

60 30 0 60 Feet



Site Data:

East Tract:
1.38 Acres +/-
9 - 40' X 40' Duplexes (18 housing units)

West Tract:
0.92 Acres +/-
4 - 40' X 40' Duplexes (8 housing units)
2 - 30' X 45' Duplexes (4 housing units)

Total Housing Units = 30

Legend

- Proposed Duplex
- Proposed Road
- Proposed Driveways
- Lan

Attachment: 2021-023 ORD ATTH 02 (conceptual Site plan) (2457 : 2021-023 ORD rezoning from SF-2 to



Attachment: 2021-023 ORD ATTH 03 (Proposed exteriors) (2457 : 2021-023 ORD rezoning from SF-2 to

2021-023 ORD ATTH 03



Attachment: 2021-023 ORD ATTH 03 (Proposed exteriors) (2457 : 2021-023 ORD rezoning from SF-2 to

2021-023 ORD ATTH 03



Attachment: 2021-023 ORD ATTH 03 (Proposed exteriors) (2457 : 2021-023 ORD rezoning from SF-2 to

Texarkana USA
CHAMBER OF COMMERCE

April 5, 2021

Mr. Gene Joyce, III
Chairman
City of Texarkana Planning & Zoning Commission
#2 Hickory Ridge
Texarkana, Texas 75503

Dear Mr. Joyce,

The Texarkana USA Regional Chamber of Commerce wishes to express their concern for an application to rezone (Z-21-05) a parcel located at the northwest corner of Gazola Street and Hatton Street, Texarkana, Texas, in the Falvey Industrial Park. This parcel is located across Gazola Street from parcel #077600000700 owned by the Texarkana Chamber of Commerce. The Chamber's parcel is zoned light manufacturing.

The Chamber understands the need for additional housing opportunities in the Texarkana community. However, we are concerned about the zoning in question. We would not support this zoning change if it would affect the present and/or future zoning of the Chamber's parcel. We would not want to endanger the possible manufacturing opportunity on the Chamber's parcel if a change in the zoning of a nearby parcel would set a precedent.

If a change in the proposed parcel, #15640000006600, would have an affect on the future of the Chamber's parcel, #077600000700, then we are opposed to the change requested for parcel #1564000600.

Sincerely,

Michael Malone
President/CEO
Texarkana USA Chamber of Commerce

Attachment: 2021-023 ORD ATTH 04 (Chamber of Commerce Letter) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of

3 April 2021

3720 Gazola
Texarkana, TX 75501

City of Texarkana Texas
Zoning Commission
220 Texas Blvd, Rm 301
Texarkana, TX 75504

Dear Sir or Madam:

I, Sylvia McHenry, and all said signatures below, protest any and all proposed rezoning changes to the northeast corner of Gazola Street and Hatton Street, Texarkana, TX 75501. These changes propose building multiple family homes for the elderly.

1) Printed Name Robert Heath Signature Robert Heath
2) Printed Name Beverly Manley Signature Beverly Manley
3) Printed Name Kristy Manley Signature Kristy Manley
4) Printed Name Minnie Howard Signature Minnie Howard
5) Printed Name Jimmy L Fitzgerald Signature
6) Printed Name Sylvia McHenry Signature Sylvia McHenry

Respectfully Submitted,

Sylvia McHenry
Sylvia McHenry

Attachment: 2021-023 ORD ATTH 05 (Opposition letter Sylvia McHenry) (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of

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: 2021-023 Goals Perspectives (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast corner of Gazola and Hatton)

Z-21-5

ORDINANCE NO. 2021-023

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 0.92-ACRE TRACT OF LAND BEING TRACT 66, IN THE M. E. P. & P. RWY CO. HRS, A-434, LOCATED AT THE NORTHEAST CORNER OF GAZOLA STREET AND HATTON STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO MUTIPLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Multiple Family-2, on an approximate 0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: 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 **0.92-acre tract of land being Tract 66, in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located at the northeast corner of Gazola Street and Hatton Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

Attachment: 2021-023 ORD rezoning NE corner of Gazola and Hatton - signed (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:30 p.m.

Attachment: 2021-023 ORD rezoning NE corner of Gazola and Hatton - signed (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Nov 16,2016 at 04:32P

SHERIFF'S TAX RESALE DEED

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.

DATE OF SALE: October 4, 2016

GRANTOR/TAXING UNIT(S): Bowie Central Appraisal District, Trustee, in trust for the use and benefit of The City of Texarkana, Texas, Liberty-Eylau Independent School District, and The County of Bowie, Texas

GRANTEE: MT Sinai House of Prayer

GRANTEE'S MAILING ADDRESS: c/o Barbara Stoker, 100 Gazola St, Texarkana, Texas 75501-6791

PROPERTY: 0.92 Acre, more or less, out of Abstract 434 of the M E P & P RR Co Survey, City of Texarkana, Bowie County, Texas (Volume 321, Page 491 and Volume 6589, Page 32 of the Deed Records, Bowie County, Texas) Tax Account No. 15640006600

CONSIDERATION: $500.00

TAX FORECLOSURE LAWSUIT: Cause No. 12C1186-102, Bowie Central Appraisal District v. Queen Ann Hill et al, 102nd Judicial District Court

SHERIFF: James Prince

COUNTY: Bowie County, Texas

NEWSPAPER: *Citizens Tribune*

DATES OF PUBLICATION: September 7, 2016, September 14, 2016 and September 21, 2016

WHEREAS, by virtue of an Order of Sale issued pursuant to a Judgment rendered in the TAX FORECLOSURE LAWSUIT listed above, I, Sheriff, after having advertised the sale of said PROPERTY by giving notice of the time and place of tax foreclosure sale by advertisement published in a newspaper published in said COUNTY, did convey to the TAXING UNIT(S) all the right, title and interest that DEFENDANT(S) in the judgment rendered in the TAX FORECLOSURE LAWSUIT had in and to the PROPERTY.

AND WHEREAS, I, Sheriff, having been requested by Resolution of the Commissioners' Court of Bowie County to resell the PROPERTY pursuant to Section 34.05(c) TEXAS TAX CODE, did advertise the resale of the PROPERTY by giving notice of the time and place of said resale by an advertisement in the English language, published once a week for three consecutive weeks preceding such resale, the first publication appearing not fewer than twenty days immediately preceding the date of sale, on the DATES OF PUBLICATION referenced above, in the NEWSPAPER listed above, which newspaper is published in said COUNTY, stating in said advertisement a description of the PROPERTY, the number and style of the TAX FORECLOSURE LAWSUIT under which the PROPERTY was sold at the tax foreclosure sale, and the date of the tax foreclosure resale.

AND THEREAFTER, on the DATE OF SALE, within the hours prescribed by law, I, Sheriff, sold said PROPERTY at public venue at the courthouse door of COUNTY, at which sale the PROPERTY was struck off to the GRANTEE for the amount of CONSIDERATION listed above, the GRANTEE being the highest bidder therefore, and that being the highest bid for the same.

NOW, THEREFORE, in consideration of the premises aforesaid and the payment of said CONSIDERATION, the receipt of which is hereby acknowledged, I, Sheriff, have granted, sold and conveyed, and by these presents do grant, sell and convey to the GRANTEE all of the estate, right, title and interest of the TAXING UNIT(S) in and to the PROPERTY.

Attachment: 2021-023 ORD rezoning NE corner of Gazola and Hatton - signed (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast

TO HAVE AND TO HOLD the PROPERTY unto the said GRANTEE, the GRANTEE'S successors and assigns, forever, as fully and as absolute as I, as Sheriff aforesaid, can convey by virtue of said Judgment and Order of Sale, subject, however, to the DEFENDANT(S) in the TAX FORECLOSURE LAWSUIT rights to redeem the same in the manner prescribed by law, and to such and further conditions and stipulations as may be applicable under the provisions of TEXAS TAX CODE Chapter 34.

I, and all the TAXING UNITS, exclude and except any warranties, express or implied, regarding the PROPERTY, including, without limitation, any warranties arising by common law or Section 5.023 of the TEXAS PROPERTY CODE, or its successor. I, and all the TAXING UNITS, have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the PROPERTY, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the PROPERTY with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, I, and all the TAXING UNITS, have not made, and do NOT make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U.S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the PROPERTY. In addition, I and all of the TAXING UNITS, have not made, and do NOT make any representation regarding any aboveground storage tank or belowground storage tank which may exist or may have existed, or the release of any petroleum product, in or on the PROPERTY. The PROPERTY is sold "AS IS" with all faults.

This deed is made expressly subject to the property taxes for the tax year 2013 and subsequent years. This deed is made expressly subject to all easements, restrictions and reservations of record. When the context requires, singular nouns and pronouns include the plural.

IN TESTIMONY WHEREOF, pursuant to the provisions of Section 34.05(c) and (e) of the TEXAS TAX CODE, I have hereunto set my hand this 15th day of November, 2016.

JAMES PRINCE
Sheriff, Bowie County, Texas

By: David Childers

DAVID CHILDERS, Deputy Sheriff

STATE OF TEXAS §
§
COUNTY OF BOWIE §

Before me, the undersigned authority, on this day personally appeared DAVID CHILDERS, Deputy Sheriff, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated, and in the capacity therein set forth.

Given under my hand and seal of office, this 15th day of November, 2016.

TINA J LEE
Notary Public
STATE OF TEXAS
ID#554872-3
My Comm. Exp. April 18, 2020

Tina J Lee

Notary Public, State of Texas

After Recording, Return to:
MT Sinai House of Prayer
c/o Barbara Stoker
100 Gazola St
Texarkana, Texas 75501-6791

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Nov 16,2016 at 04:32P

Attachment: 2021-023 ORD rezoning NE corner of Gazola and Hatton - signed (2457 : 2021-023 ORD rezoning from SF-2 to MF-2 northeast

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/20/2021 11:45 AM

Lead Department:	Planning and Community Development	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2021-024 rezoning a 1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434, located west of 100 Gazola Street. Single Family-2 to Multiple Family-2. Barbara Stoker representing Mt. Sinai House of Prayer Church, owner.		

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

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 Barbara Stoker, representing Mt. Sinai House of Prayer Church, to rezone a 1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434, located in the 100 block of Gazola Street from Single Family-2 to Multiple Family-2. The proposed use is multiple family housing for the elderly. The property is currently vacant land.

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

The proposed plan is to build duplexes for the elderly. Most of the property in this immediate area is vacant land. Construction of new housing for the elderly could be a revitalization housing alternative and improvement for this area. Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable

Staff Recommendation:

Staff recommends for approval of this request.

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

April 5, 2021

Attachments

a. 2021-024 ORD rezoning 100 block of Gazola (DOCX)
b. 2021-024 ORD EXH 'A' (Legal Description)(PDF)
c. 2021-024 ORD ATTH 01 (Maps) (PDF)
d. 2021-024 ORD ATTH 02 (conceptual Site plan) (PDF)
e. 2021-024 ORD ATTH 03 (Proposed Exteriors) (PDF)
f. 2021-024 Goals Perspectives(PDF)
g. 2021-024 ORD rezoning 100 block of Gazola- signed (PDF)

Staff Coordination

City Manager	David Orr 04/15/2021 2:35 PM	Department Head Review	Completed	
Building Code Administration	Laura Puckett 04/15/2021 2:05 PM	Reviewer	Skipped	
City Council 6:00 PM	Vicky Coopwood	Meeting	Completed	04/26/2021

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

Z-21-07

ORDINANCE NO. 2021-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 1.38-ACRE TRACT OF LAND BEING TRACT 69, IN THE M. E. P. & P. RWY CO. HRS, A-434, LOCATED IN THE 100 BLOCK OF GAZOLA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO MULTIPLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Multiple Family-2, on an approximate 1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: 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 **1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

Attachment: 2021-024 ORD rezoning 100 block of Gazola (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2021-024 ORD rezoning 100 block of Gazola (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Apr 25,2017 at 01:28P

DEED WITHOUT WARRANTY

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.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BOWIE §

That Bowie Central Appraisal District, Trustee, in trust for the use and benefit of The City of Texarkana, Liberty-Eylau Independent School District and The County of Bowie, Texas, acting by and through the Chairman of the Board of Directors of the Bowie Central Appraisal District, Grantor, for and in consideration of the sum of SEVEN HUNDRED SEVENTY-SEVEN AND 24/100S ($777.24), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Mt. Sinai House of Prayer,** 100 Gazola St., Texarkana, Texas 75501-6791, the following described Property, to wit:

1.38 Acres, more or less, out of Abstract 434 of the M.E.P. & P Railway Company Survey, City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 243, Page 180 and Volume 5976, Page 85, Deed Records, Bowie County, Texas (Tax Account No. 15640006900)

The Grantor and all the taxing units for which the Grantor hold this Property in trust do hereby exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the Property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations or any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee(s), **Mt. Sinai House of Prayer,** its successors and assigns forever, without warranty of any kind.

Attachment: 2021-024 ORD EXH 'A' (Legal Description) (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

IN TESTIMONY WHEREOF THE Bowie Central Appraisal District, Trustee, has caused these presents to be executed this the 19 day of April, 2017.

Bowie Central Appraisal District, Trustee

By: _____

Josh Davis, Chairman
Board of Directors, Bowie Central Appraisal District

THE STATE OF TEXAS §
§
COUNTY OF BOWIE §

Before me, the undersigned authority, on this day personally appeared Josh Davis, Chairman of the Board of Directors of Bowie Central Appraisal District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, 2017.

_____
Notary Public, State of Texas
My commission expires
November 4 2018

SHA SPEAR
Notary Public
STATE OF TEXAS
My Comm. Exp. November 4, 2018

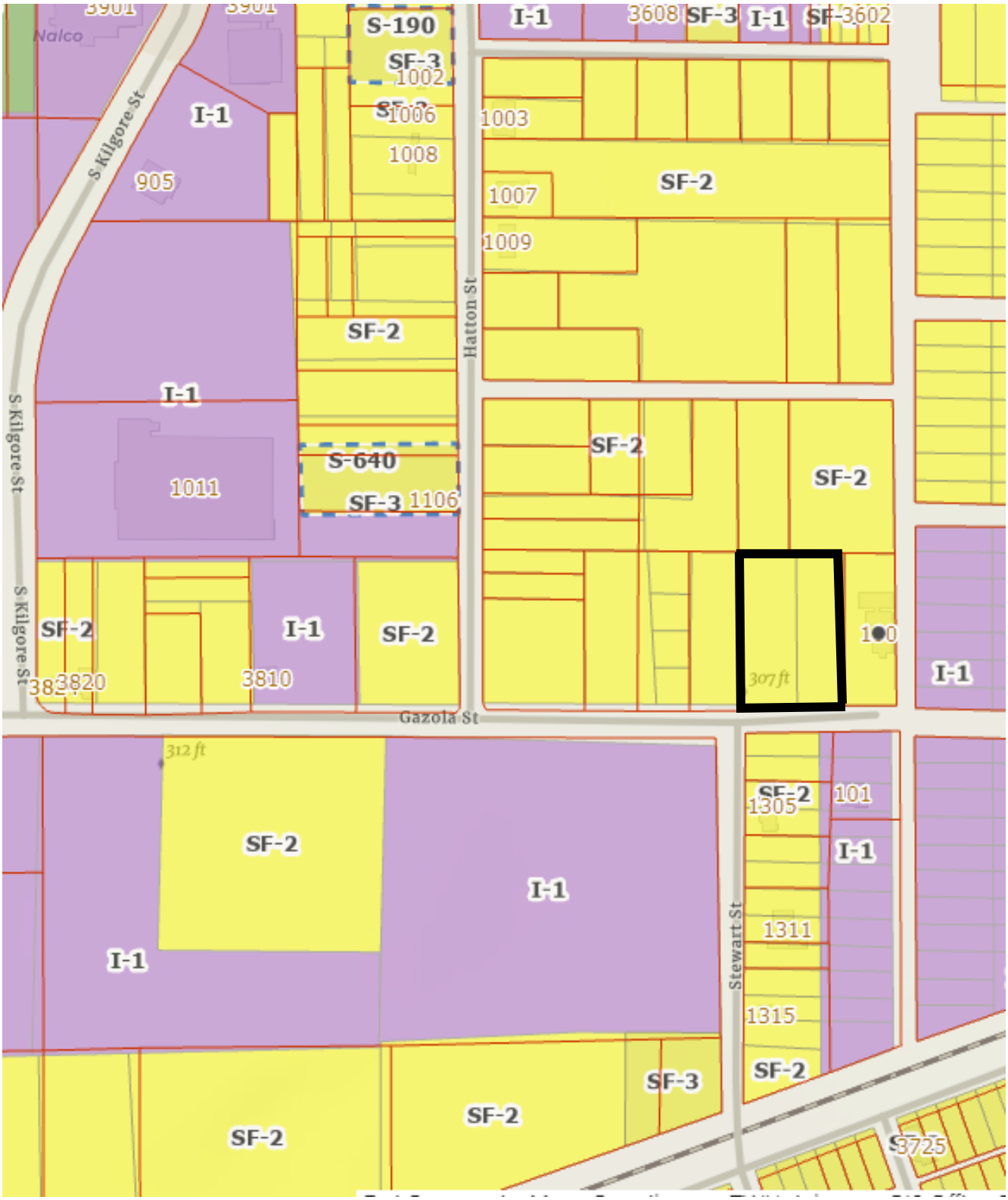
After recording, return to:

Mt. Sinai House of Prayer
c/o Barbara Stoker
100 Gazola St.
Texarkana, Texas 75501-6791

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Apr 25,2017 at 01:28P

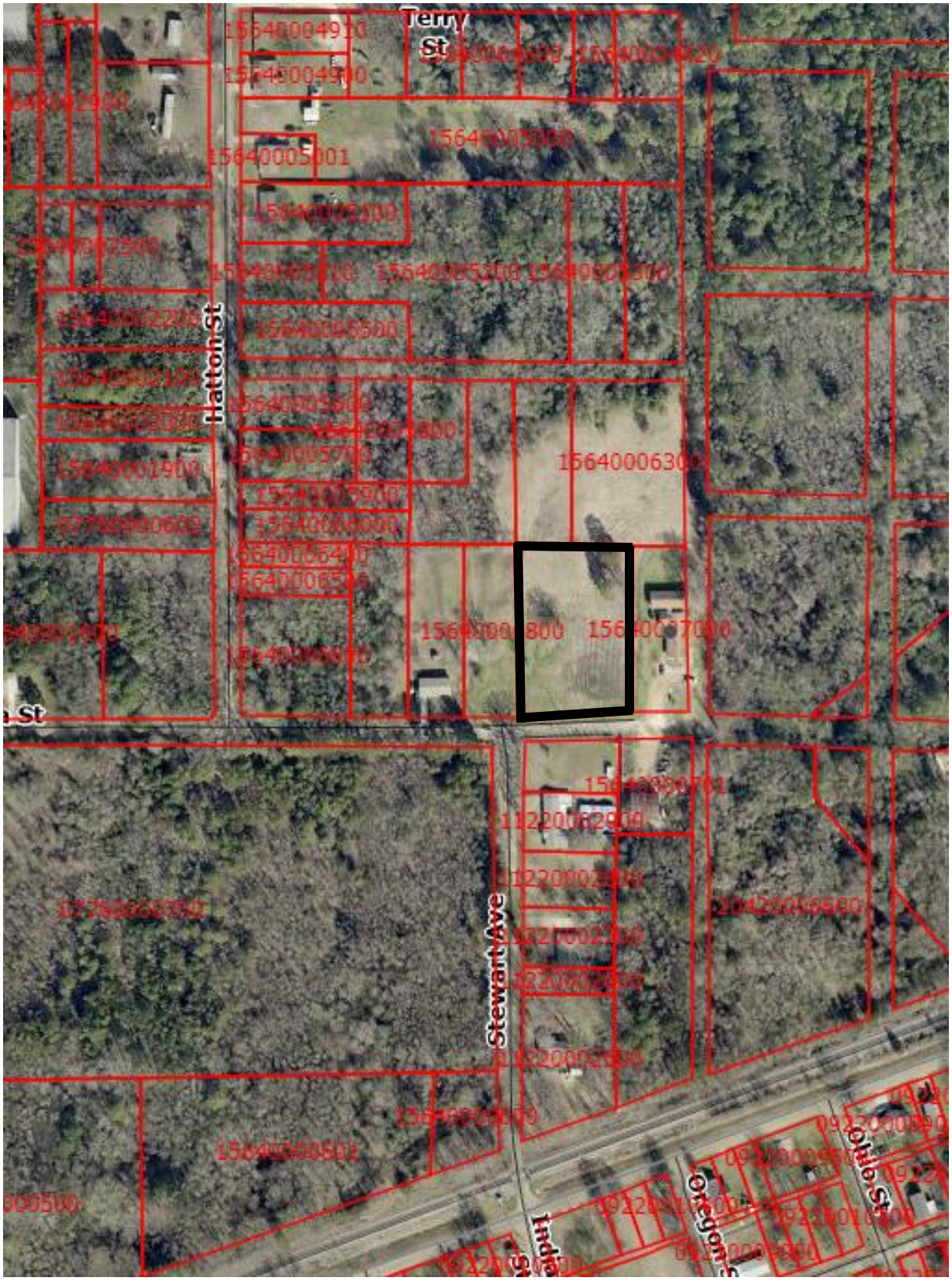
Attachment: 2021-024 ORD EXH 'A' (Legal Description) (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

In the 100 block of Gazola



Attachment: 2021-024 ORD ATTH 01 (Maps) (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

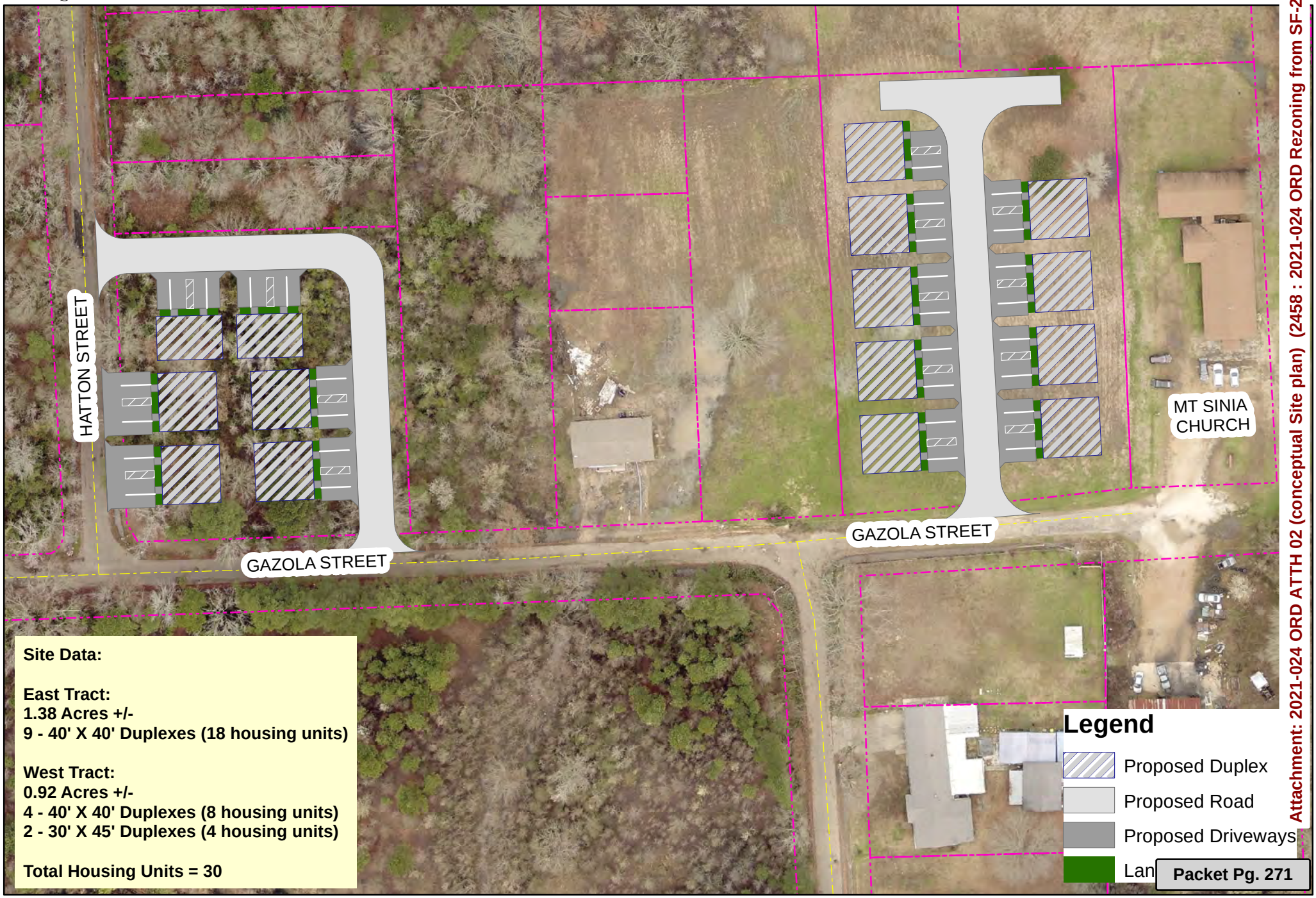
In the 100 block of Gazola



Attachment: 2021-024 ORD ATTH 01 (Maps) (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

Mountain View Duplexes
Conceptual Site Layout

60 30 0 60 Feet



Site Data:

East Tract:
1.38 Acres +/-
9 - 40' X 40' Duplexes (18 housing units)

West Tract:
0.92 Acres +/-
4 - 40' X 40' Duplexes (8 housing units)
2 - 30' X 45' Duplexes (4 housing units)

Total Housing Units = 30

Legend

- Proposed Duplex
- Proposed Road
- Proposed Driveways
- Lan

Attachment: 2021-024 ORD ATTH 02 (conceptual Site plan) (2458 : 2021-024 ORD Rezoning from SF-2 to

2021-024 ATTH 03



Attachment: 2021-024 ORD ATTH 03 (Proposed Exteriors) (2458 : 2021-024 ORD Rezoning from SF-2 to



Attachment: 2021-024 ORD ATTH 03 (Proposed Exteriors) (2458 : 2021-024 ORD Rezoning from SF-2 to

2021-024 ATTH 03



Attachment: 2021-024 ORD ATTH 03 (Proposed Exteriors) (2458 : 2021-024 ORD Rezoning from SF-2 to

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

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: 2021-024 Goals Perspectives (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

Z-21-07

ORDINANCE NO. 2021-024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 1.38-ACRE TRACT OF LAND BEING TRACT 69, IN THE M. E. P. & P. RWY CO. HRS, A-434, LOCATED IN THE 100 BLOCK OF GAZOLA STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM A SINGLE FAMILY-2 TO MULTIPLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate **1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street,** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Multiple Family-2, on an approximate 1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Multiple Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: 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 **1.38-acre tract of land (being Tract 69) in the M. E. P. & P. RWY CO. HRS, A-434 (Exhibit 'A'), located in the 100 block of Gazola Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Multiple Family-2.**

Attachment: 2021-024 ORD rezoning 100 block of Gazola- signed (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:31 p.m.

Attachment: 2021-024 ORD rezoning 100 block of Gazola- signed (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

2021-024 EXH 'A'

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Apr 25,2017 at 01:28P

DEED WITHOUT WARRANTY

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.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS
COUNTY OF BOWIE §

That Bowie Central Appraisal District, Trustee, in trust for the use and benefit of The City of Texarkana, Liberty-Eylau Independent School District and The County of Bowie, Texas, acting by and through the Chairman of the Board of Directors of the Bowie Central Appraisal District, Grantor, for and in consideration of the sum of SEVEN HUNDRED SEVENTY-SEVEN AND 24/100S ($777.24), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to **Mt. Sinai House of Prayer,** 100 Gazola St., Texarkana, Texas 75501-6791, the following described Property, to wit:

1.38 Acres, more or less, out of Abstract 434 of the M.E.P. & P Railway Company Survey, City of Texarkana, Bowie County, Texas being that property more particularly described in Volume 243, Page 180 and Volume 5976, Page 85, Deed Records, Bowie County, Texas (Tax Account No. 15640006900)

The Grantor and all the taxing units for which the Grantor hold this Property in trust do hereby exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.

Grantor has not made and does not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the Property, the suitability of the Property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations or any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the Property. This Property is sold "as is" with all faults.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee(s), **Mt. Sinai House of Prayer,** its successors and assigns forever, without warranty of any kind.

Attachment: 2021-024 ORD rezoning 100 block of Gazola- signed (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

IN TESTIMONY WHEREOF THE Bowie Central Appraisal District, Trustee, has caused these presents to be executed this the 19 day of April, 2017.

Bowie Central Appraisal District, Trustee

By: _____

Josh Davis, Chairman
Board of Directors, Bowie Central Appraisal District

THE STATE OF TEXAS §
§
COUNTY OF BOWIE §

Before me, the undersigned authority, on this day personally appeared Josh Davis, Chairman of the Board of Directors of Bowie Central Appraisal District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19 day of April, 2017.

_____
Notary Public, State of Texas
My commission expires
November 4 2018

SHA SPEAR
Notary Public
STATE OF TEXAS
My Comm. Exp. November 4, 2018

After recording, return to:

Mt. Sinai House of Prayer
c/o Barbara Stoker
100 Gazola St.
Texarkana, Texas 75501-6791

Filed For Record In:
Bowie County, Texas
Tina Petty
County Clerk
On: Apr 25,2017 at 01:28P

Attachment: 2021-024 ORD rezoning 100 block of Gazola- signed (2458 : 2021-024 ORD Rezoning from SF-2 to MF-2 100 block Gazola)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/20/2021 11:45 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2021-025 rezoning Lots 3-10, Block 9, Greater Texarkana Addition, located in the 2700 block of Austin Street. Industrial-1 to Single Family-2. James Cannon, owner.		

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

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 James Cannon, owner, to rezone Lots 3-10, Block 9, Greater Texarkana Addition, located in the 2700 block of Austin Street from Industrial-1 to Single Family-2 to build a single-family home. The property is currently undeveloped vacant land. Applicant's property would have access to Austin Street.

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

There are several single-family homes located in this immediate area. Most of the Industrial zoned area is vacant and located in a flood plain. There is Single Family-2 zoning in this Block 9 being considered for rezoning (Lots 1, 2, 11 and 12). Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

April 5, 2021

Attachments

a. 2021-025 ORD rezoning the 2700 block of Austin (DOCX)
b. 2021-025 ORD ATTH 01 (Maps) (PDF)
c. 2021-025 Goals Perspectives(PDF)
d. 2021-025 ORD rezoning 2700 block Austin St - signed (PDF)

Staff Coordination

City Manager	David Orr 04/15/2021 2:36 PM	Department Head Review	Completed	
Building Code Administration		Laura Puckett 04/15/2021 2:04 PM	Reviewer	Skipped
City Council 6:00 PM	Vicky Coopwood	Meeting	Completed	04/26/2021

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

Z-21-06

ORDINANCE NO. 2021-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 3-10, BLOCK 9, IN THE GREATER TEXARKANA ADDITION, LOCATED IN THE 2700 BLOCK OF AUSTIN STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM INDUSTRIAL-1 TO SINGLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street,** in the City of Texarkana, Bowie County, Texas, from **Industrial-1 to Single Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Industrial-1 to Single Family-2 on Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Industrial-1 to Single Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street** in the City of Texarkana, Bowie County, Texas, from **Industrial-1 to Single Family-2.**

Attachment: 2021-025 ORD rezoning the 2700 block of Austin (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

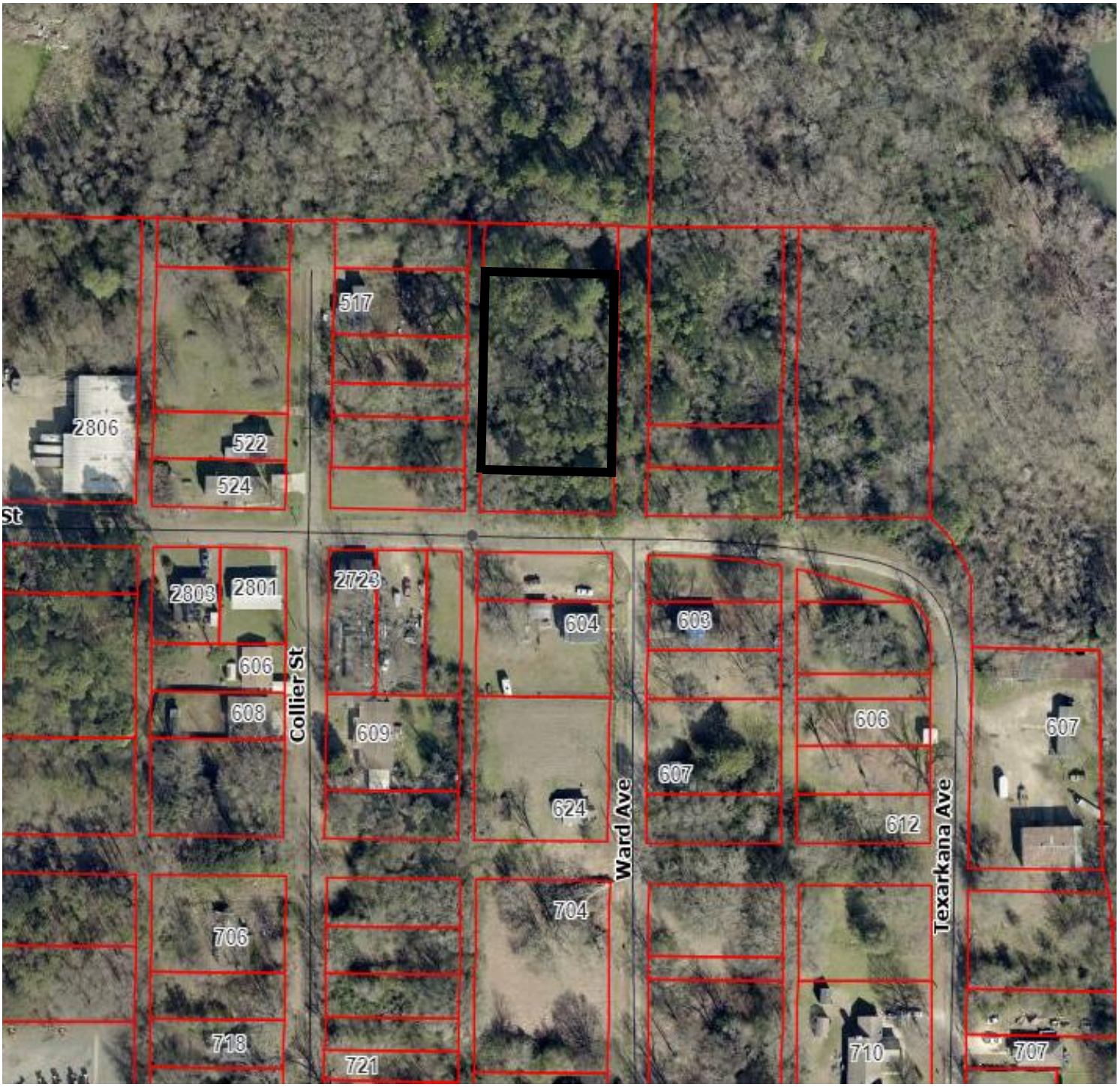
Attachment: 2021-025 ORD rezoning the 2700 block of Austin (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

2700 block of Austin Street



Attachment: 2021-025 ORD ATTH 01 (Maps) (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

2700 Block of Austin Street



Attachment: 2021-025 ORD ATTH 01 (Maps) (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

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: 2021-025 Goals Perspectives (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

Z-21-06

ORDINANCE NO. 2021-025

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 3-10, BLOCK 9, IN THE GREATER TEXARKANA ADDITION, LOCATED IN THE 2700 BLOCK OF AUSTIN STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM INDUSTRIAL-1 TO SINGLE FAMILY-2; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street,** in the City of Texarkana, Bowie County, Texas, from **Industrial-1 to Single Family-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Industrial-1 to Single Family-2 on Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Industrial-1 to Single Family-2** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **Lots 3-10, Block 9, in the Greater Texarkana Addition, located in the 2700 block of Austin Street** in the City of Texarkana, Bowie County, Texas, from **Industrial-1 to Single Family-2.**

Attachment: 2021-025 ORD rezoning 2700 block Austin St - signed (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

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

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

SECTION 4: That this ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:33 p.m.

Attachment: 2021-025 ORD rezoning 2700 block Austin St - signed (2459 : 2021-025 ORD rezoning from I-1 to SF-2 2700 block Austin St)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/20/2021 4:04 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2021-026 granting a Specific Use Permit to allow a tattoo studio in a tenant space on part of a 1.338-acre tract of land (being Tracts 1 and 1A) located at 3201 Kennedy Lane. Brad Carlow, owner. Caleb McCombs, agent.		

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

Item Schedule

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

Updates/History of Briefing:

The attached letter of opposition was received by the City after the Planning and Zoning Commission meeting. Please see attached letter.

Executive Summary and Background Information:

This is a request by Brad Carlow, owner, and Caleb McCombs, agent, for a Specific Use Permit, SUP, to allow a tattoo studio on part of a 1.338-acre tract of land (being Tracts 1 and 1A) in the Mary E. Wills Subdivision, located at 3201 Kennedy Lane. This is a vacant tenant space in a strip center. This request is to add the one additional use of a tattoo studio.

The adjacent zoning is General Retail to the north, east, and west, and Planned Development-General Retail to the south. The adjacent land usage is tenant spaces in a strip center to the east and west, mall parking lot to the north, and residential to the south.

This property is zoned General Retail. A Specific Use Permit is required to allow the one additional use of a tattoo studio in this zoning district. The 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 any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. Hours of operation will be by appointment only between the hours of 12:00 p.m. to 8:00 p.m.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art.

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 with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

April 5, 2021

Attachments

a. 2021-026 ORD granting SUP for 3201 Kennedy Ln (DOCX)
b. 2021-026 ORD ATTH 01 (Maps) (PDF)
c. 2021-026 ORD ATTH 02 (Opposition letter) (PDF)
d. 2021-026 (Goals Perspectives) (PDF)
e. 2021-026 ORD granting SUP 3201 Kennedy Lane - signed (PDF)

Staff Coordination

City of Texarkana, Texas

City Manager	David Orr 04/15/2021 2:37 PM	Department Head Review	Completed	
Building Code Administration		Laura Puckett	Reviewer	Skipped
	04/15/2021 2:01 PM			
City Council 6:00 PM	Vicky Coopwood	Meeting	Completed	04/26/2021

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

ORDINANCE NO. 2021-026 S-737

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-737 TO ALLOW THE LOCATION OF A TATTOO STUDIO IN A TENANT SPACE ON PART OF A 1.338-ACRE TRACT OF LAND BEING TRACTS 1 AND 1A IN THE MARY E. WILLS SUBDIVISION, LOCATED AT 3201 KENNEDY 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 **tattoo studio in a tenant space on part of a 1.338-acre tract of land being Tracts 1 and 1A in the Mary E. Wills Subdivision, located at 3201 Kennedy Lane**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously 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 tattoo studio** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-737** for the location of a **tattoo studio in a tenant space on part of a 1.338-acre tract of land being Tracts 1 and 1A in the Mary E. Wills Subdivision, located at 3201 Kennedy Lane**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2021-026 ORD granting SUP for 3201 Kennedy Ln (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

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 any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That the hours of operation are by appointment only between the hours of 12:00 p.m. and 8:00 p.m.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art is allowed.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

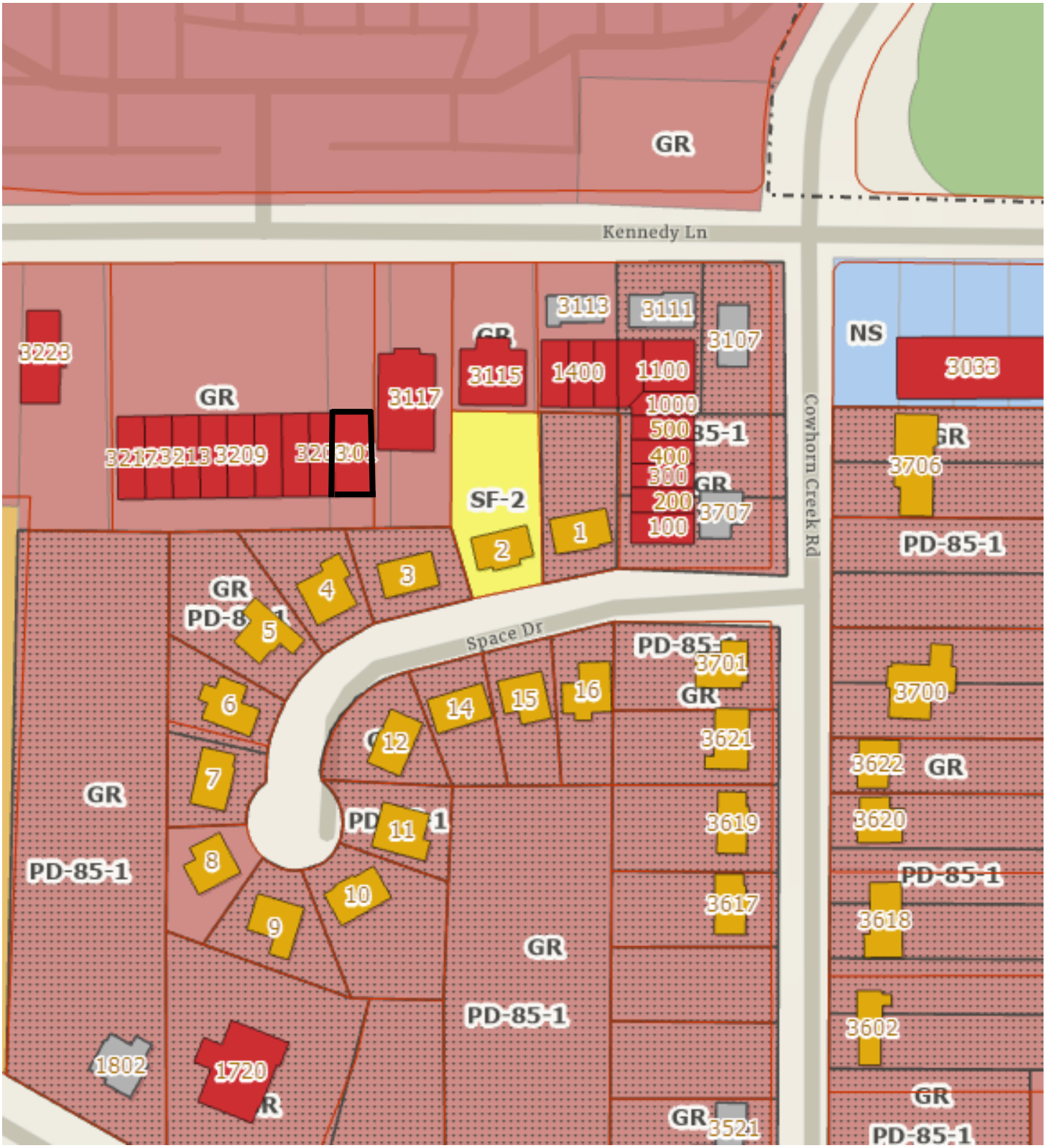
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

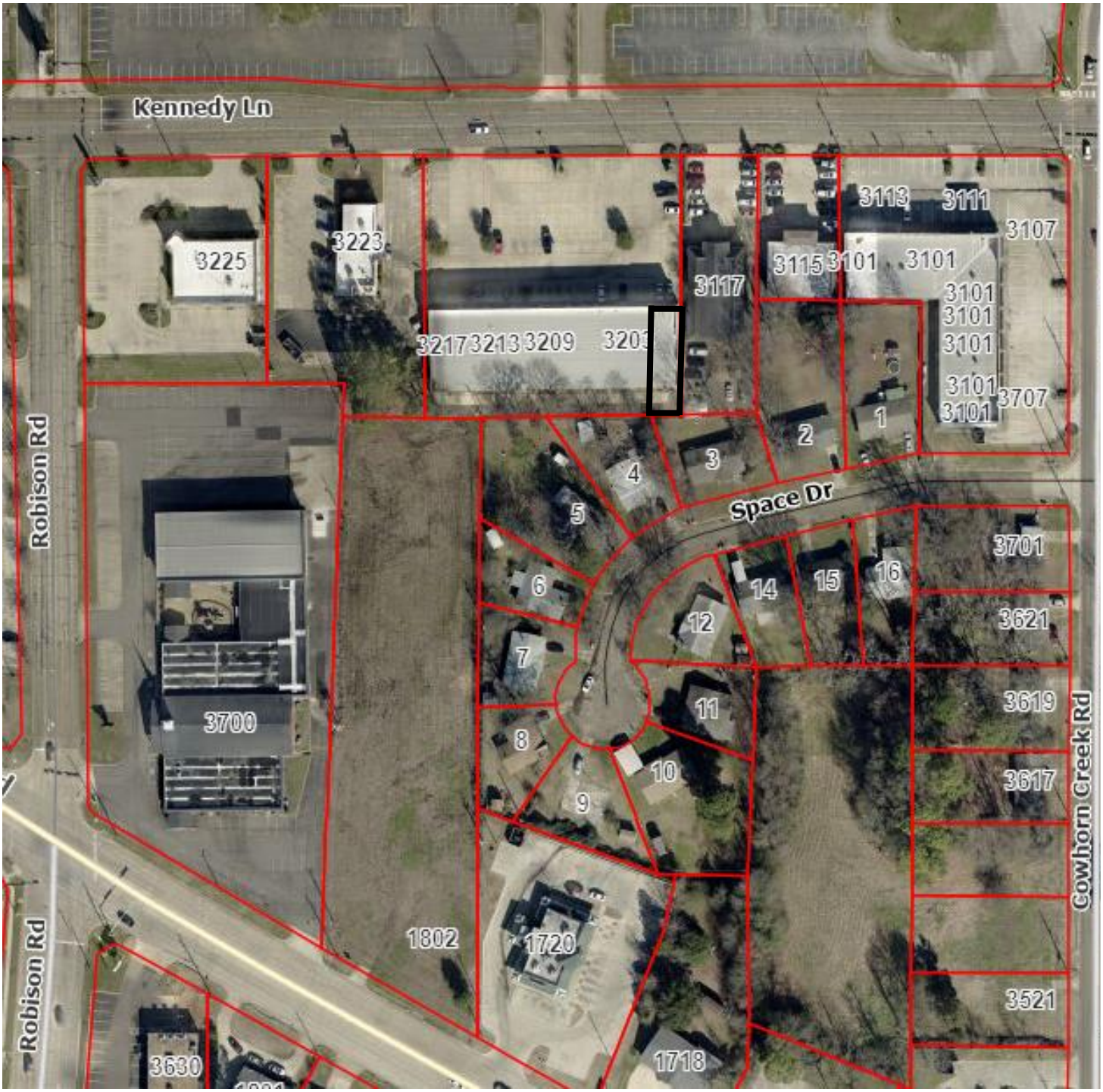
Attachment: 2021-026 ORD granting SUP for 3201 Kennedy Ln (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

3201 Kennedy Lane



Attachment: 2021-026 ORD ATTH 01 (Maps) (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

3201 Kennedy Lane



Attachment: 2021-026 ORD ATTH 01 (Maps) (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

3-29-2021

City of Texarkana, Texas
220 Texas Blvd, Rm. 301
Texarkana, TX 75504

We oppose the allowance of a tatoo studio being this close to our property.

Mr. N. L. Wright,
Nathan Wright

Attachment: 2021-026 ORD ATTH 02 (Opposition letter) (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

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: 2021-026 (Goals Perspectives) (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

ORDINANCE NO. 2021-026 S-737

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-737 TO ALLOW THE LOCATION OF A TATTOO STUDIO IN A TENANT SPACE ON PART OF A 1.338-ACRE TRACT OF LAND BEING TRACTS 1 AND 1A IN THE MARY E. WILLS SUBDIVISION, LOCATED AT 3201 KENNEDY LANE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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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 tattoo studio** on said property; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-737** for the location of a **tattoo studio in a tenant space on part of a 1.338-acre tract of land being Tracts 1 and 1A in the Mary E. Wills Subdivision, located at 3201 Kennedy Lane**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2021-026 ORD granting SUP 3201 Kennedy Lane - signed (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

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 any complaints concerning minors or any violations of the regulations listed above occur, the City has the right to revoke the Specific Use Permit.
3. That if this use ever ceases at this location, the City may revoke the Specific Use Permit that allows a tattoo studio.
4. That the sale of tobacco products or drug paraphernalia is prohibited.
5. That the hours of operation are by appointment only between the hours of 12:00 p.m. and 8:00 p.m.
6. That any remodeling of the current building must meet all city codes and requires licensed contractors.
7. That no painting of the windows or the building with advertisement or graphic art is allowed.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:34 p.m.

Attachment: 2021-026 ORD granting SUP 3201 Kennedy Lane - signed (2460 : 2021-026 SUP allowing tattoo studio at 3201 Kennedy Ln)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/20/2021 8:40 AM

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

Subject: Ordinance No. 2021-028 amending Chapter 42, "Water and Sewers" Article III, "Nondomestic Waste", Division 1, "Publicly-owned Treatment Works" of the Code of Ordinances of the City of Texarkana, Texas.

Briefing: 5/10/2021 **Public Hearing:** 5/10/2021 **Council Vote:** 5/10/2021

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Amending Chapter 42, “Water and Sewers”, Article III, “Nondomestic Waste”, Division 1, “Publicly-owned Treatment Works” (ATTH 01) as required by changes in Federal regulations and required by the City’s Wastewater Discharge Permits. Amendments summarized in ATTH 02.

Potential Options:

- None
-

Fiscal Implications:

NONE

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

Attachments

a. 2021-028 ORD Amend to Chap 42 Water and SewersREV (DOCX)
b. 2021-028 ATTH 01 Chap 42 Water and Sewers (v2) (PDF)
c. 2021-028 ATTH 02 Summary of Amendments (DOCX)
d. 2021-028 Goals and Perspectives (DOCX)

e. 2021-028 ORD amend to Chap 42 Water and sewers - signed (PDF)

Staff Coordination

Water Utilities	JD Phillips	Department Head Review	Completed	04/14/2021 4:19 PM
Water Utilities	Gary Smith	Review	Completed	04/15/2021 7:36 AM
Municipal Prosecutor	Vicky Coopwood	Asst. City Attorney Review	Skipped	04/20/2021 10:57 AM
City Attorney	Jennifer Evans	City Attorney Review	Skipped	04/22/2021 1:28 PM
City Manager	Shirley Jaster	City Manager Review	Completed	04/23/2021 2:50 PM
City Council	Vicky Coopwood	Meeting	Completed	04/26/2021 6:00 PM

Meeting History

04/26/21	City Council	MOVED FORWARD	Next: 05/10/21

PUBLISH

ORDINANCE NO. 2021-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 42, "WATER AND SEWERS" ARTICLE III, "NONDOMESTIC WASTE", DIVISION 2, "PUBLICLY-OWNED TREATMENT WORKS", OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 42, "Water and Sewers", Article III, "Nondomestic Waste", Division 2, "Publicly-owned Treatment Works" of the Code of Ordinances of the City of Texarkana, Texas, be amended as required by changes in federal regulations and as required by the City's Wastewater Discharge Permits policy, said amendment set forth in **ATTH 01** hereto and incorporated herein by reference for all purposes, and summarized in **ATTH 02**.

SECTION 2: That in case a section, clause or 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: That all ordinances, or parts of ordinances, in conflict herewith are specifically repealed to the extent of such conflict.

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

SECTION 5: That this ordinance shall be in full force and effect upon the later of either ten (10) days after its passage and approval or upon modification of the Approved Pretreatment Program by the Texas Commission on Environmental Quality (Approval Authority) in accordance with Federal and State laws and regulations as outlined in the Code of Federal Regulations, Chapter 1, Subchapter N, Title 40, Part 403, Section 403.18.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2021-028 ORD Amend to Chap 42 Water and SewersREV (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

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Attachment: 2021-028 ATTH 01 Chap 42 Water and Sewers (v2) (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

Article III. Nondomestic Waste Section

42-110: General Provisions

(a) *Purpose & Policy*

(1) This Article sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW), enables the City of Texarkana, Texas to comply with all applicable State and Federal laws including the Clean Water Act (33 United States Code, 1251 *et seq.),* and the General Pretreatment Regulations (Code of Federal Regulations, Title 40, Part 403) and allows the City to control miscellaneous unsewered discharges.

(2) The objectives of this Article are:

a. To prevent the introduction of pollutants into the POTW that may interfere with the operation of the POTW;

b. To prevent the introduction of pollutants into the POTW which may pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;

c. To protect both POTW personnel and the general public who may be affected by the wastewater and sludge from the POTW;

d. To promote reuse and recycling of wastewater and sludge from the POTW;

e. To enable the City of Texarkana, Texas to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge disposal conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject; and

f. To protect the Waters of the State within the jurisdiction of the City from the introduction of pollutants.

(b) *Applicability*

(1) This Article shall apply to all Users of the POTW and authorizes the issuance of wastewater discharge permits to Nondomestic Users; provides for monitoring, compliance and enforcement; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(2) On and after the adoption of this Article any person discharging or seeking approval to discharge nondomestic wastewater into the public sewers, including storm sewers, within the City of Texarkana, Texas, or within its jurisdiction or wishing to discharge transported wastes into the wastewater treatment system shall be required to comply with the requirements herein before such approval may be granted.

(c) *Administration.* Except as otherwise provided herein, the Control Authority shall administer, implement, and enforce the provisions of this Article.

(d) *Definition of Terms.* Unless a provision explicitly states otherwise, the following terms and phrases shall be defined as follows:

(1) *Act* shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 United States Code 1251, *et seq.,* 86 Stat. 816, Pub. L. 92-500.

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(2) *Approval Authority* shall mean the Director in an NPDES State with an approved State pretreatment program and the appropriate Regional Administrator in a non-NPDES State or NPDES State without an approved State pretreatment program.

(3) *Approved Analytical Procedures* shall mean analytical procedures approved for the testing of wastewater samples in accordance with Title 40 of the Code of Federal Regulations, Part 136 (40 CFR 136) and amendments thereto or any method that has been approved for analyses in accordance with the approval procedure outlined in 40 CFR 136 or those analytical procedures approved by the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality (TCEQ) as appropriate.

(4) *Authorized Representative* shall mean:

a. The responsible corporate officer if the User submitting the report is a corporation. Responsible corporate officer shall be a president, secretary, treasurer or vice president of the corporation in charge of the principal business function or any other person who performs similar policy or decision-making function for the corporation; or by the manager of one or more manufacturing, production or operation facilities ~~employing more than two hundred and fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second quarter 1980 dollars), if~~ provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiate and direct other comprehensive measures to assure long-term compliance with environmental laws and regulations; can ensure the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b. A general partner or proprietor if the User submitting the reports is a partnership or sole proprietorship, respectively;

c. A duly authorized representative of the individual designated in subsections (a) or (b) above if:

(i) The authorization is submitted in writing to the Control Authority by the individual described in subsection (a) or (b) above;

(ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as a plant manager, operator of a well or well field superintendent or a position of equivalent responsibility or having overall responsibility for environmental matters for the company.

d. If authorization under subsection (c) above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or the overall responsibility for environmental matters for the company, a new authorization satisfying the requirements in subsection (c) above shall be submitted to the Control Authority prior

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to or together with the next report to be signed by an Authorized Representative.

(5) *Biochemical Oxygen Demand (BOD)* shall mean the relative quantity of oxygen required for the biochemical degradation of organic matter and the oxygen used to oxidize inorganic material such as sulfides and ferrous iron under standardized laboratory procedures (Approved Analytical Procedures), where a diluted sample is incubated for five (5) days at twenty (20) degrees Celsius and the results are expressed in milligrams per liter (mg/L).

a. *Carbonaceous Biochemical Oxygen Demand (CBOD)* shall mean a BOD_5 where a nitrification inhibitor is added to the sample prior to incubation in accordance with Approved Analytical Procedures.

(6) *Boiler Blowdown Water* shall mean the discharge of boiler recirculation water for the purpose of discharging materials contained in the water, the buildup of which would cause concentration in amounts exceeding limits established by best engineering practice.

(7) *Building Drain* shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from drainage pipes inside the walls of a building and conveys it to a building sewer.

(8) *Building Sewer* shall mean the extension from the building drain to the public sewer or other place of disposal.

(9) *Bypass* shall mean the intentional diversion of wastestreams from any portion of the User's treatment facility.

(10) *Categorical Pretreatment Standard* or *Categorical Standard* shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

(11) *Categorical User* shall mean a Nondomestic User of the Texarkana POTW that is subject to Categorical Pretreatment Standards as defined above.

(12) *City* shall mean the City of Texarkana, Texas, together with all its governing and operating bodies.

(13) *Composite Sample* shall mean a sample made up of a mixture of discrete samples collected at the same sampling point at equal intervals over a twenty- four-hour period, with each interval not to exceed two hours. In a flow- proportional composite sample, the discrete portions are varied according to flow. Where flow is not continuous over a twenty-four-hour period, portions shall be collected at equal intervals over the period of discharge in a twenty-four- hour period, with each interval not to exceed two hours.

(14) *Control Authority* shall mean the Executive Director of the Texarkana Water Utilities or his duly authorized representative.

(15) *Control Mechanism* shall mean a Wastewater Discharge Permit, a No-Discharge Permit, a Consent Order, an Administrative Order, a certified letter, or other written or verbal instrument whose purpose is to limit, control or stop wastewater discharges from nondomestic sources.

(16) *Direct Discharge* or *Discharge of Pollutants* shall mean a discharge into the waterways of the State of Texas, including storm drains, natural and man-made ditches, and other outlets.

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(17) *Discharge Limitations* shall mean any restriction(s) established by this Article on the quantities, rates and/or concentrations of chemical, physical, biological, and other constituents which are discharged into the sanitary sewer system.

(18) *Domestic Wastewater* shall mean wastewater normally derived from the sanitary conveniences of single or multi-family dwellings, from office buildings or from commercial establishments, factories, and institutions which originates from toilet facilities, baths, or kitchens (provided there is no commercial preparation of foods), free from storm water, surface water, and industrial or other process wastes.

a. *Normal Domestic Wastewater* shall mean Domestic Wastewater in which the concentration of total suspended solids does not exceed 200 mg/1, the concentration of five-day carbonaceous biochemical oxygen demand does not exceed 200 mg/1 and the concentration of ammonia as nitrogen does not exceed 20 mg/L, measured by Approved Analytical Procedures.

(19) *Environmental Protection Agency* or *EPA* shall mean the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

(20) *Existing Source* shall mean any building, structure, facility, or installation from which there is a discharge of pollutants, the construction of which commenced prior to the publication of proposed Pretreatment Standards under Section 307(c) of the Act. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria for a new source but otherwise alters, replaces or adds to the existing process or production equipment.

(21) *Garbage* shall mean animal and vegetable wastes resulting from the handling, preparation, cooking, and serving of foods and from the handling, storage, or sale of produce; composed largely of putrescible organic matter and its natural moisture.

(22) *Grab Sample* shall mean an individual sample collected in a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes. Grab samples shall be used for pH, cyanide, total phenols, oil and grease, total petroleum hydrocarbons, sulfide, and volatile organics analyses.

(23) *Incompatible waste* shall mean wastes which cannot or should not be commingled for disposal due to differing processing, storage, and disposal requirements.

(24) *Indirect Discharge* shall mean the discharge or the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c) or (d) of the Act or this Article, including holding tank and equalization basin waste and any other nondomestic wastewater discharged into the sanitary sewer system.

(25) *Interference* shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

a. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

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b. Is a cause of a violation of any requirement of the POTW's NPDES Permit, including an increase in the magnitude or duration of a violation or of the prevention of sewage sludge use or disposal, in compliance with any of the following statutory provisions and regulations or permits issued thereunder (or more stringent State or Local regulations):

(i) Section 405 of the Act;

(ii) Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA);

(iii) Clean Air Act;

(iv) Toxic Substances Control Act; and

(v) Marine Protection, Research and Sanctuaries Act.

(26) *Maximum Allowable Headworks Loading* shall mean the maximum pounds of pollutant per day, established under EPA guidelines, designed to protect the POTW, to prevent pass through and interference, and to protect the POTW worker and the environment.

(27) *Medical Waste* shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

(28) *May* is permissive.

(29) *National Pollutant Discharge Elimination System Permit* or *NPDES Permit* shall mean an authorization, license or equivalent control document issued by the EPA or an approved state, issued pursuant to Section 402 of the Act.

(30) *New Source* shall mean any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction from which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if Pretreatment Standards are thereafter promulgated in accordance with that Section, provided that:

a. The building, structure, facility, or installation is constructed at a site on which no other source is located; or

b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or

c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the site. Factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source shall be considered in determining whether the source is substantially independent.

d. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria in Subsections (30)b. or c. but otherwise alters, replaces or adds to existing process or production equipment.

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e. Construction of a new source has commenced if the owner or operator has:

(i) Begun or caused to begin as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or
2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which are necessary for the placement, assembly, or installation or new source facilities or equipment; or

(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

(31) *Noncontact Cooling Water* shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Noncontact cooling water shall be considered a dilution wastestream for use in the Combined Wastestream Formula.

(32) *Nondomestic User* or *Industrial User* shall mean a source of Indirect Discharge which does not constitute a Discharge of Pollutants (Direct Discharge) under regulations issued pursuant to Section 402 of the Act; any person who discharges or causes a discharge of nondomestic wastewater into the sanitary sewer system.

(33) *Nondomestic Wastewater* shall mean all wastewater resulting from any industrial, commercial, manufacturing, food preparation or food processing operation or from development of any natural resource, or any mixture of these with water or domestic wastewater, as distinct from domestic wastewater.

(34) *Outlet* shall mean any point of discharge into a watercourse or channel, natural or manmade, in which a flow of water occurs continuously or intermittently, and any pond, ditch, lake, or other body of surface or ground water.

(35) *Owner* or *Operator* shall mean the owner or operator of any facility or activity subject to regulation under this Article and any person or persons who possess any interest in the structure or property to which such ownership relates.

(36) *Pass Through* shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES Permit, including an increase in the magnitude or duration of a violation.

(37) *Person* shall mean any and all persons, natural or artificial, including any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or its legal representatives, agents, or assigns. This definition includes all federal, state, and local government entities.

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(38) *pH* shall mean a measurement of the hydrogen-ion concentration in solution, expressed as the logarithm (base ten) of the reciprocal of the hydrogen-ion concentration in gram moles per liter of solution, measured in accordance with approved analytical procedures; a measure of the acidity or alkalinity of a solution, expressed in Standard Units (S.U.).

(39) *Plumbing Inspector* shall mean any individual official, board, department, or agency established and authorized by the state, county, city, or other political subdivision created by law to administer and enforce the provisions of the plumbing code as adopted or amended.

(40) *Pollutant* shall mean dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(41) *Pollution Control Inspector* shall mean ~~the Technical Supervisor, Chief Pollution Control Technician, Pollution Control Technician, or other~~ any employee of the Texarkana Water Utilities designated by the Control Authority to administer and enforce this Article.

(42) *Pretreatment* shall mean the treatment of a waste before discharge into a POTW or outlet, to remove or to neutralize substances injurious to the sewers and subsequent treatment processes or to affect a partial reduction in load on the treatment process. Pretreatment may be by physical, chemical, or biological processes, process changes or by other means, except as prohibited by 40 CFR 403.6(d) and by the terms of this Article.

(43) *Pretreatment Requirements* shall mean any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, imposed on any Nondomestic User and any substantive or procedural requirement imposed on any Nondomestic User by the Control Authority in order to regulate the User's wastewater under the provisions of this Article.

(44) *Pretreatment Standard* shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by the EPA or the State or the City which applies to Nondomestic Users, including prohibitive discharges outlined in Section 42-111 of this Article. Pretreatment Standards shall include Best Management Practices (BMP) defined as schedules of activities, prohibitions of practices and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(l) and (b), including, but not limited to, treatment requirements, operating procedures and practices to control plant site runoff, spillage or leakage, sludge and waste disposal or drainage from raw materials storage.

(45) *Process Wastewater* shall mean any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product. Process wastewater excludes domestic, noncontact cooling, and boiler blowdown wastewaters.

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(46) *Prohibited Discharge Standards* or *Prohibited Discharges* shall mean absolute prohibitions against the discharge of certain substances as outlined in this Article.

(47) *Properly Shredded Garbage* shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch in diameter.

(48) *Public Sewer* shall mean a sewer in which all owners of abutting property have substantially equal right, and which is controlled by the City.

(49) *Publicly Owned Treatment Works* or *POTW* shall mean a treatment works as defined by Section 212 of the Act which is owned by the City. This definition shall include:

a. Any devices and systems used in storage, treatment, recycling, and reclamation of municipal wastewater or liquid industrial wastes;

b. Sewers, pipes, and other appurtenances used in the transportation of wastewater to the treatment plant portion of the POTW;

c. The municipality as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works; and

d. Any sewers that convey wastewaters to the POTW from persons outside the City who are, by contract or agreement, users of the POTW.

(50) *POTW Treatment Plant* shall mean the portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal wastewater and industrial wastes.

(51) *Sanitary Sewer* shall mean a sewer in which liquid and waterborne wastes from residences, commercial buildings, industrial plants, and institutions are carried and to which storm, surface, and ground waters are not intentionally admitted.

(52) *Septic Tank Waste* shall mean any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(53) *Severe Property Damage* shall mean substantial physical damage to property, damage to the treatment facility which causes it to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage shall not include economic loss caused by delays in production.

(54) *Sewer* shall mean a pipe or conduit and appurtenances for the collection, transport, or pumping of wastewater.

(55) *Shall* is mandatory.

(56) *Significant Industrial User* shall mean any Nondomestic User of the City's wastewater disposal system who:

a. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N;

b. Discharges an average of 25,000 gallons or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewaters) per workday;

c. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic (BOD_5, TSS, etc.) design capacity of the POTW treatment plant;

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d. Has a reasonable potential, in the opinion of the Control Authority, to adversely affect the POTW treatment plant's operation (inhibition, pass through of pollutants , sludge contamination, or endangerment of POTW workers, etc.) or for violating any Pretreatment Standard or Requirement; or

e. Is found by the Control Authority to have a significant impact, either singly or in combination with other contributing industries, on the POTW, the wastewater treatment system, the quality of sludge, the system's effluent quality or air emissions generated by the system, or may pose a health/welfare hazard to the POTW workers or the public or may injure the environment.

(57) *Significant Noncompliance* shall mean any violation or violations which meet one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) ~~the daily maximum limit or the average~~ any numeric limit for the same pollutant parameter;

b. Technical Review Criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of ~~the daily maximum or the average~~ any numeric limit multiplied by the applicable TRC (TRC = 1.4 for BOD_5, TSS, fats, oil and grease and 1.2 for all other pollutants except pH);

c. Any other violation of a ~~pretreatment effluent limit (daily maximum or longer term average)~~ Pretreatment Standard or Requirement as defined by Section 42-110(d)(43) and (44) the Control Authority determines has caused, alone or in combination with other discharges, interference, pass-through or has endangered the health of the POTW personnel or the general public;

d. Any discharge of a pollutant or pollutants that has caused an imminent endangerment to human health or welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such discharge;

e. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;

f. Failure to provide, within 30 days after the due date, required reports including, but not limited to, baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

g. Failure to accurately report noncompliance;

h. Any other violation or group of violations the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program; or

i. the current definition accepted by Region VI of the EPA.

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(58) *Sludge* shall mean the accumulated solids separated from liquids, such as water and wastewater, during processing and any solid material containing large amounts of entrained water collected during water or wastewater treatment. This definition shall include settled solids resulting from chemical treatment, coagulation, flocculation, sedimentation, flotation, or biological oxidation of water and wastewater and materials removed from septic tanks.

(59) *Slug Load* shall mean any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge or any discharge which could cause a violation of the prohibited standards in Section 42-111 of this Article.

(60) *Storm Sewer* shall mean a pipe or other conveyance which carries storm and surface water, street wash, and other wash waters or drainage, but excludes domestic and nondomestic wastewater.

(61) *Storm Water* shall mean any flow occurring during or following any form of precipitation and resulting from such precipitation, including snowmelt.

(62) *Stormwater Runoff* shall mean that portion of the rainfall which is normally drained into the storm sewers or finds its way to natural or manmade drainage channels.

(63) *Surcharge* shall mean the charge in addition to the published sewer use rate designed to recover costs, incurred during the treatment of Nondomestic Wastewater, above the standard rate. The basis for surcharge on industrial wastes is a capital and operating cost for suspended solids, oxygen demand, and ammonia exceeding the concentration and loads established by this Article or upon which the published water and sewer rates are based.

(64) *Texarkana Water Utilities* or *TWU* shall mean the bi-city water and wastewater utility department of the Cities of Texarkana, Arkansas and Texarkana, Texas that functions operationally for both cities while maintaining financial functions, including revenues and expenditures, separate and apart. The Utilities is managed by an Executive Director who answers directly to the city managers of both the Texarkana.

(65) *Total Suspended Solids* or *TSS* shall mean the solid materials which will be retained on a glass fiber filter (Whatman grade 934AH or equivalent) when filtered under vacuum and dried in a laboratory oven at 103° - 105° Celsius according to Approved Analytical Procedures.

(66) *Toxic Pollutants* shall mean any pollutant or combination of pollutants listed in regulations promulgated by the EPA under the provisions of the Act, Section 307(a), or other Acts.

(67) *Unpolluted water* or *Unpolluted drainage* shall mean any water or waste containing none of the following:

a. free or emulsified grease or oil;
b. acid or alkali;
c. phenols or other substances imparting taste or odor in receiving waters;
d. toxic or poisonous substances in suspension, colloidal state or solution;
e. noxious or odorous gases;
f. total suspended solids and/or five-day biochemical oxygen demandin concentrations greater than ten (10) mg/L; or
g. color in excess of 150 Jackson Turbidity Units.

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(68) *Upset* shall mean an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(69) *User* shall mean any person who contributes or causes or permits the contribution of wastewater into the City's POTW.

(70) *Waste Disposer* or *Disposer* shall mean the POTW which accepts liquid transported waste for treatment and disposal through the POTW treatment plant.

(71) *Waste Generator* or *Generator* shall mean any person, by site, whose act or process produces waste regulated under this Article or whose first act causes a waste to become subject to regulation.

(72) *Waste Transporter* or *Transporter* shall mean the owner or operator of a truck or other vehicle used for delivery of wastes to the POTW other than via the sanitary sewer collection system.

(73) *Wastewater* shall mean liquid and water-carried wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Section 42-111: General Sewer Use Requirements

(a) *Applicability.* Unless otherwise stated herein, this Section shall apply to all Users of the City's POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other Federal, State or Local Pretreatment Standards or Requirements or whether such User has been issued a Wastewater Discharge Permit.

(b) *Prohibited Discharges*

(1) In cases where the character or volume of the wastewater from a manufacturing, commercial or industrial facility or other premises is such that it will damage the system or cannot be treated satisfactorily in the system or violates this Article in any manner, the Control Authority shall have the right to require disposal of such waste otherwise and prevent it from entering the sanitary sewer system.

(2) A User shall not discharge or cause to be discharged into the sanitary sewer any storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, yard drainage, yard fountain drainage, lawn spray waters or pond water, and unpolluted wastewater unless specifically authorized by the Control Authority.

a. Storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, yard drainage, lawn spray waters, and pond water shall be discharged to such sewers as are specifically designed as storm sewers or into a natural outlet;

b. Unpolluted process water, swimming pool drainage, condensate, deionized water, noncontact cooling water, yard fountain drainage, and other unpolluted wastewater may be discharged into the sanitary sewer system upon prior written consent of the Control Authority. The specific maximum flow rate of such waters shall be determined by the Control Authority on a

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case-by-case basis. The Control Authority may specify at what times such wastewater may be discharged. These types of wastewaters may be discharged to storm sewers or natural outlets provided such discharges have been permitted by the appropriate State and/or Federal agency and the Control Authority have been made aware of such discharges as provided by this Article

c. When unpolluted wastewater is mixed with a regulated wastestream, the User shall meet an adjusted limit calculated according to the Combined Wastestream Formula.

(3) A User shall not discharge or cause to be discharged any pollutant which will cause interference or pass through.

(4) User shall not discharge pollutants which, by reason of their nature or quantity, either alone or by interaction with other substances, are, or may be, sufficient to create fire or explosion hazard or injure, in any way, the POTW and its operation.

a. Prohibited wastestreams shall include, but are not limited to, any wastestream with a closed-cup flashpoint of less than 60 degrees Celsius (140 degrees Fahrenheit) using the test methods specified in 40 CFR 261.21.

b. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and other substances which are or may be a fire hazard or other hazard to the sanitary sewer system.

(5) A User shall not discharge pollutants having corrosive properties capable of damaging the collection or treatment structures, equipment, POTW personnel, or the environment.

(6) A User shall not discharge any solid or viscous substances which may cause an obstruction to the flow in the sewers or in any way interfere with the collection and treatment processes. In no case shall solids greater than one-half inch (½") be discharge to the POTW.

a. Prohibited materials include, but are not limited to ashes, wax, paraffin, cinders, sand, mud, straw, wood shavings, sawdust, bone, paunch manure, hair, hides, fleshings, entrails, whole blood, feathers, lime slurries, beer or distillery slops, grain processing wastes, grinding compounds and residues from grinding operations, acetylene generation sludge, chemical residues, acid residues, plastics, rubber, tar, asphalt residues, and food processing bulk solids.

(7) A User shall not discharge any pollutant, including oxygen-demanding pollutants released at a flow rate or pollutant concentration which, alone or by interaction with other pollutants, may cause interference with the POTW.

(8) A User shall not discharge any wastestream at temperatures which may inhibit biological activity in the POTW resulting in interference of the normal processes.

a. A wastestream at the discharge point shall not have a temperature greater than 65 degrees Celsius (149 degrees Fahrenheit).

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b. In no case shall a discharge raise the temperature at the POTW Treatment Plant above 40 degrees Celsius (104 degrees Fahrenheit) measured at the influent of the POTW Treatment Plant.

(9) A User shall not discharge petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts which may cause Interference or Pass Through or may otherwise violate the provisions of this Article.

(10) A User shall not discharge any pollutants which may result in toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety risks, any noxious or malodorous liquids, or any solids or gases which, alone or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or to prevent entry into the sewers for maintenance or repairs.

(11) No person shall discharge any substance into any manhole, sewer cleanout, or other opening in the POTW collection system.

(12) A User shall not discharge any wastewater containing toxic pollutants which may, either singly or by interaction with other wastes, injure or interfere with any wastewater treatment process, constitute a hazard to human, animal or aquatic life, create a toxic effect in the receiving waters of the POTW, or exceed the limitations set forth in a Categorical Pretreatment Standard or this Article.

(13) A User shall not discharge any garbage which has not been properly shredded to a degree that all particles are freely carried under normal flow conditions in the POTW collection system, with no particle having a dimension greater than one-half (½) inch.

(14) A User shall not discharge any substance which may, alone or by interaction with other wastes, cause the POTW to violate its NPDES Permit or worsen or prolong any occurring violation.

(15) A User shall not discharge any substance which may cause the POTW's effluent or any other products of the POTW such as residuals, sludges, or scums to be unsuitable for reclamation and reuse or which may interfere with the reclamation process. In no case shall a substance be discharged to the POTW which may cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or Texas State criteria applicable to the sludge management method being used.

(16) A User shall not discharge any wastewater which imparts color not removed by the treatment process, such as, but not limited to, dye wastes, and vegetable canning solutions, which consequently imparts color in the treatment plant's effluent.

(17) A User shall not discharge any wastewater containing materials which exert or cause unusual concentrations of solids or composition; as, for example, unusual concentrations of inert suspended solids such as, but not limited to, fuller's earth, lime slurries and lime residues, or unusual concentrations of dissolved solids such as, but not limited to, sodium chloride, calcium chloride, and sodium sulfate.

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(18) A User shall not discharge any sludges, screenings, or other residues from the pretreatment of domestic or nondomestic wastes.

(19) A User shall not discharge any septic tank sludge, except such sludge may be discharged by Permitted transporters into selected treatment facilities only at locations designated for this purpose and under the direction of an on-duty POTW Treatment Plant operator.

(20) A User shall not discharge any wastewater which causes or may cause a hazard to human or aquatic life or the environment or creates or may create a public nuisance.

(21) A User shall not discharge any radioactivity as radium 226 greater than 3 ppc/L or strontium 90 greater than 10 ppc/L or other radioactive wastes except in compliance with applicable State and Federal regulations. In the known absence of strontium 90 and alpha emitters, the concentration shall not be greater than 1000 ppc/L.

(22) A User shall not discharge any wastewater containing excessive amounts of fats, oils, and grease which may, alone or in combination with other wastes, cause obstruction of the flow in the POTW collection system.

(23) A User shall not discharge any detergents, surface-active agents, or any other substances which may cause excessive foaming in the POTW.

(24) A User shall not discharge any wastewater which causes two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than 5%, or any single reading over 10% of the Lower Explosion Limit of the meter.

(25) A User shall not discharge any medical wastes except as specifically authorized by the Control Authority in a Wastewater Discharge Permit.

(26) No person shall discharge or cause to be discharged any pesticide, herbicide, or fungicide, such as, but not limited to, chlordane, heptachlor, aldrin, dieldrin, DDT, DDD, or DDE, or any other toxic, poisonous, or other substance that may injure or interfere with the normal treatment processes or may constitute a hazard to human, animal, or plant life, including aquatic organisms or create any toxicity or other hazards in the POTW's receiving stream.

(27) A User shall not discharge any trucked or hauled pollutants, except on a case by case basis at approved discharge locations as authorized by the Control Authority.

(c) *Specific Pollutant Limitations*

(1) No person shall discharge or cause to be discharged to the POTW any wastewater containing pollutant concentrations in excess of the specific limitations set forth in this Section.

(2) The following pollutant limits are established to protect against Pass Through and Interference and to allow appropriate recycling and reuse. No person shall discharge or cause to be discharged to the POTW any wastewater containing pollutants in excess of the following Maximum Allowable Discharge Limits except as provided herein:

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Pollutant	Daily Maximum Concentration (mg/L)	
	South Regional WWTP	Waggoner Creek WWTP
Ammonia as Nitrogen	250	250
Arsenic (T)	0.248	0.201
Biochemical Oxygen Demand (Carbonaceous)	1500	1500
Cadmium (T)	0.069	0.105
Chemical Oxygen Demand	3750	3750
Chromium (T)	7.820	3.417
Copper (T)	1.158	1.547
Cyanide (T)	0.172	1.252
Lead (T)	0.718	0.842
Mercury (T)	0.0008	0.0678
Molybdenum (T)	0.821	0.821
Oil & Grease (T)	100	100
Nickel (T)	0.920	2.057
Phenol	50	50
Total Petroleum Hydrocarbons	20	20
Total Suspended Solids	1500	1500
Selenium (T)	0.143	0.143
Silver (T)	0.111	0.315
Zinc (T)	3.605	3.121

(3) A User may petition the Control Authority for a variance from a specific discharge limitation listed in Subsection (c)(2) above.

a. The Control Authority may grant a variance to a User discharging into the sanitary sewer system when there is sufficient evidence that allowing such a variance will not result in an unpermitted discharge from the POTW Treatment Plant, will not adversely affect the treatment of wastewater or the operation of the sanitary sewer system, and will not be in violation of any applicable law or regulation.

(i) The Control Authority shall not grant a variance which exceeds a Federal Categorical Standard.

(ii) The Control Authority shall not grant a variance to any User which would cause the POTW's influent to equal or exceed 80% of the technically based maximum allowable headworks loading.

(iii) A variance may be revoked at any time at the discretion of the Control Authority.

b. The Control Authority may grant a variance to any permitted User not to exceed the following limits. This variance may be revoked by the Control Authority without notice when it has reason to believe the maximum allowable headworks loading has been or may be exceeded for that pollutant or when additional industrial users are added to the POTW:

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Pollutant	Daily Maximum Concentration (mg/L)	
	South Regional WWTP	Waggoner Creek WWTP
Arsenic (T)	4.219	*N/A*
Cadmium (T)	1.630	0.217
Chromium (T)	15.641	3.514
Copper (T)	2.317	3.182
Cyanide (T)	4.021	1.287
Lead (T)	2.646	1.731
Mercury (T)	0.0029	*N/A*
Molybdenum (T)	1.661	1.661
Nickel (T)	1.840	4.231
Silver	0.154	0.648
Zinc (T)	7.210	3.209

b. The maximum allowable headworks loading established for the purpose of this Subsection are:

Pollutant	Pounds Per Day	
	South Regional WWTP	Waggoner Creek WWTP
Arsenic (T)	1.3606	*N/A*
Cadmium (T)	0.3825	0.0627
Chromium (T)	48.8521	2.0234
Copper (T)	6.3496	0.9165
Cyanide (T)	0.9434	0.7414
Lead (T)	3.9353	0.4986
Mercury (T)	0.0046	*N/A*
Molybdenum (T)	4.4987	4.4987 [(1)]
Nickel (T)	5.0437	1.2185
Silver	0.6099	0.1866
Zinc (T)	19.7542	1.8481

[(1)] at the South Regional Wastewater Treatment Plant

(4) No person shall discharge or cause to be discharged any wastewater having a pH less than 5.5 S.U. nor greater than 10.5 S.U.

(d) *Prohibition of Dilution as Substitute for Treatment*

(1) No User shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with any Pretreatment Standard or Requirement or any other requirement developed by the EPA, the State, or the City unless expressly authorized by an applicable Categorical Pretreatment Standard. The Control Authority may impose mass limits on any User where it is known or suspected that the User may use dilution to meet applicable Pretreatment Standards or Requirements or where diluting the discharge is unavoidable.

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(e) *Right of Revision*

(1) The Control Authority shall reserve the right to establish, by Article or in Wastewater Discharge Permits, more stringent standards or requirements on discharges to the POTW.

a. In cases where the Control Authority deems it necessary to impose more stringent limitations than the National and/or Local Standard or the Control Authority deems it necessary to impose limitations on the flow amount or rate or on the nature of the waste for reasons of protection of the POTW sewer system or treatment plant, a reasonable limitation may be imposed.

(f) *National (Categorical) Pretreatment Standards*

(1) The Categorical Pretreatment Standards found in the Code of Federal Regulations, Title 40, Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated.

(2) Any User for which National Pretreatment Standards specifying quantities or concentrations of pollutants which may be discharged to a POTW by existing and new Users in specific industrial subcategories are established shall be deemed a Significant Industrial User and the appropriate limitations applied. A User subject to such limitations shall be required to obtain a Wastewater Discharge Permit.

(3) When a wastestream subject to a Categorical Pretreatment Standard is mixed with wastestreams not regulated by the same Standard (is a mixture of more than one regulated wastestream, of regulated and unregulated wastestreams, or of regulated and dilution wastestreams, or where no discrete sampling point is available), the Control Authority shall impose an alternate limit using the Combined Wastestream Formula in 40 CFR403.6(e).

(4) The Wastewater Discharge Permit for a Categorical User shall minimally include applicable National Categorical Pretreatment Standards for new or existing sources, whichever is applicable, set forth in 40 CFR, Subchapter N, Parts 401 through 471. The National Standards shall be in addition to the general prohibitions established in this Article and in 40 CFR 403.

(5) In cases where a National Categorical Standard for a particular subcategory is established under the National Pretreatment Program and under this Article, the allowable discharge limitation shall be the concentration or mass which is more stringent.

(6) In cases where pollutants are or may be contained in the wastewater from a Categorical User and the pollutants are not regulated under the Categorical Standard, the Control Authority may regulate those pollutants in addition to the pollutants regulated by the Categorical Standard.

(7) A User may obtain a variance from the Categorical Pretreatment Standard if the User can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the Categorical Standard. A

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User requesting a fundamentally different factor variance shall comply with the procedural and substantive provisions in 40 CFR 403.13.

~~(8) A User may obtain a net/gross adjustment to a Categorical Standard in accordance with 40 CFR 403.15.~~

(g) *Alternate Mass or Concentration Limitations*

(1) The Control Authority may impose mass limitations, in addition to or in place of the concentration limits in Subsection (C)(2) of this Section, on any User, especially to prevent the employment of dilution in order to comply with the provisions of this Article.

(2) Where the limitations in a Categorical Standard are expressed only in terms of mass of pollutants per unit of production, the Control Authority may convert the limits to equivalent limits expressed either as mass of pollutant per day or per specific discharge amount (i.e. per gallon or batch) or as effluent concentration.

a. Equivalent mass shall be calculated by multiplying the limitation by average rate of production;

b. Equivalent concentration shall be calculated by multiplying the limitation by the average rate of production, then dividing by the average daily flow rate from the regulated process.

(h) ~~*Prevention*~~ *Protection from Accidental/Slug Discharge*

(1) Pollutants, substances, or wastewater prohibited by this Article shall not be processed or stored in a manner which could result in a discharge of such pollutants, substances, or wastewater to the POTW.

(2) The Control Authority shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or needs to take other specific preventative actions to control slug discharge potential within one year of being designated as a Significant User and at least once every two years thereafter.

(3) The Control Authority may require any User to develop a detailed written accidental discharge/slug control plan outlining facilities and operating procedures to provide spill and accidental discharge protection. This plan shall be submitted to the Control Authority for approval and shall be implemented by the User upon acceptance by the Control Authority. The plan shall contain, at a minimum, the following:

a. A description of discharge practices including nonroutine batch discharges;

b. A description of stored chemicals;

c. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and measures and equipment for emergency response; and

d. Procedures for immediate notification of the facility's Authorized Representative and the Control Authority in the event of an accidental or slug discharge.

(i) These procedures shall be posted in a conspicuous place in the workplace.

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(ii) Employers shall ensure all employees who may cause such a discharge to occur are advised of the emergency notification procedures.

(4) If, in the opinion of the Control Authority, the facilities or procedures are not adequate to prevent accidental discharge or if an accidental discharge occurs while a plan is in effect, the Control Authority shall require additional facilities or procedures to prevent occurrence or recurrence. Alternately, the Control Authority may develop such a plan for the User.

(i) *Procedures in Case of Accidental Discharge*

(1) In case an accidental or slug discharge to the POTW occurs, the User shall immediately telephone and notify the Control Authority of the incident.

a. Notification to the Control Authority of an accidental discharge shall include:

(i) Name and address of the facility;

(ii) Name of person responsible for operation of the facility (a contact person for the Control Authority);

(iii) Location of the discharge;

(iv) Time the discharge began and duration of the discharge;

(v) Type of wastes being discharged;

(vi) Cause of the discharge;

(vii) Concentration and volume of the waste;

(viii) Corrective action taken; and

(ix) Whether or not the discharge has been discontinued.

(2) Within five (5) days following an accidental or slug discharge, the User shall submit a detailed written report describing the cause(s) of the discharge, all information required in Subsection (i)(l) above, and the measures to be taken by the User to prevent similar future occurrences.

(3) Such notification shall not relieve the User of responsibility for expense, loss, damage, or other liability which may be incurred by the POTW as a result of the discharge, including, but not limited to costs of response personnel and equipment and supplies, injury to person, and damage to property.

(4) Such notification shall not relieve the User of any fines, civil penalties, or other liabilities which may be imposed by this Article.

(j) *Storage of Hazardous/dangerous Materials*

(1) The storage of any material in areas served by public sewers or in areas draining into the City's sewer which, because of discharge or leakage from such storage, may create an explosion hazard in POTW or in any other way have a deleterious effect upon the POTW or the treatment processes or constitute a hazard to human, animal, or plant life or the receiving stream shall be subject to review by the Control Authority, who may, at his discretion, require reasonable safeguards to prevent discharge or leakage of such materials into the sewers.

(2) No hazardous or dangerous materials, including, but not limited to, paints, solvents, boiler treatment chemicals, sludges, and hazardous wastes, shall be stored in proximity to a floor drain or other sewer access. Containers of such materials shall be clearly labeled and stored in a place where the materials, in case of leakage or rupture of the container, cannot enter the sanitary sewer system.

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(3) Where containers of treatment chemicals which are manually or automatically pumped into a system must be maintained in proximity of a floor drain, a physical containment shall be installed that is adequate to contain at least 120% of the maximum volume of the container.

(4) Any facility, including manufacturing, warehousing, distribution, commercial, private, and retail facilities having underground storage of materials shall, upon request by the Control Authority, provide documentation the underground storage meets all applicable Federal, State, and Local regulations.

(k) *Pretreatment of Wastes Discharged to The Sanitary Sewer*

(1) In cases where waters or wastes are discharged or are proposed to be discharged into the sanitary sewer system which contain the substances or possess the characteristics enumerated in this Article or which may have a deleterious effect upon the POTW, its processes, equipment, or receiving waters or the environment, or which otherwise create or may create a hazard to life or constitutes a public nuisance, the Control Authority may reject the wastes or require pretreatment as necessary to comply with this Article. The User shall achieve compliance with all Categorical Pretreatment Standards, local limits, and prohibitions set forth in the Article within the time limits specified by the EPA, the State, or the Control Authority, whichever is more stringent.

(2) Where pretreatment or flow equalization facilities are provided for any waters or wastes, these facilities shall be maintained in satisfactory and effective operation by the owner at his expense.

(3) Whenever deemed necessary, the Control Authority may require any User to restrict its discharge during peak flow periods, may designate certain wastewater be discharged only into specific sewers, may require relocation or consolidation of points of discharge, may require separation of domestic wastestreams from nondomestic wastestreams, or may impose other conditions necessary to protect the POTW or to determine the User's compliance with the requirements of this Article.

a. Appropriate pretreatment technology shall include control equipment such as equalization tanks or facilities for the protection against surges or slug loads that might interfere with or otherwise be incompatible with the POTW.

b. The Control Authority may require any person discharging into the POTW to install and maintain, on his property and at his expense, a suitable storage and flow-control facility to ensure equalization of flow. The design and installation of the facility and equipment shall be reviewed and approved by the Control Authority before such facilities are constructed. A wastewater discharge permit may be issued solely for flow equalization.

(4) Where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility shall meet an adjusted pretreatment limit calculated in accordance with the Combined Wastestream Formula found in 40 CFR 403.6(e).

(5) In no case shall a discharge be allowed with characteristics that exceed a Categorical Pretreatment Standard nor shall dilution or other methods for circumventing pretreatment be allowed.

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(6) The installation and operation of a garbage grinder equipped with a three-quarter (3/4) horse-power or greater motor shall be subject to review and approval by the Control Authority.

(7) Grease, oil, and sand traps, catch basins, interceptors, or hold-haul tanks shall be provided for the proper handling of wastes containing grease, sand, and other harmful ingredients. Interceptors are not required for private living quarters or dwellings.

a. Any establishment not specifically exempted by this or other Article which prepares food for on- or off-site consumption shall be equipped with an adequately sized grease trap.

b. Vehicle wash facilities, wash bays in service stations, and similar installations shall be equipped with grease, oil, and sand traps and shall discharge to the sanitary sewer. These facilities shall be protected from rainwater runoff. Drainage from areas exposed to rainwater runoff shall not be discharged to the sanitary sewer.

c. Work areas of machine shops or of any facility or part of a facility which manufactures, rebuilds, repairs, overhauls, or maintains motors, transmissions, hydraulic systems, or similar machinery and areas where fluids are changed shall not have any floor drains or other devices where wastewater or other wastes may be discharged into the sanitary sewer.

(i) Areas such as described above shall be physically separated from any area that drains to the sanitary sewer.

(ii) Drainage from areas such as described above shall go to a hold- haul tank. Hold-haul tanks shall be equipped to prevent leakage, spills, and splashing during operation and cleaning.

(iii) Floor cleaning wash water from areas such as described above shall be excluded from the sanitary sewer except where pretreated to within the specifications of this Article.

(iv) Disposal records shall be maintained for materials removed from hold-haul tanks. Such records shall be made available to the Control Authority for inspection and copying upon request.

d. Grease, oil, and sand traps, catch basins, interceptors, and hold-haul tanks shall be constructed and maintained in accordance with the provisions outlined in the Texarkana, Texas Code of Articles.

(8) Steam cleaning and chemical cleaning facilities shall not discharge to the sanitary sewer unless a facility or process is provided that will consistently produce an effluent that is in compliance with this Article, particularly in regard to grease, oils, organics, and other chemicals.

(9) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter at their expense.

(l) *Control Equipment*

(1) The Control Authority may require a Nondomestic User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by User at its own expense. All devices used to measure wastewater flow shall be periodically calibrated to assure accuracy of measurement, but not less than once per year. Other monitoring equipment shall be calibrated in accordance with the manufacturer's schedule to assure accuracy of measurements.

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(2) The Control Authority may require any Nondomestic User to install a suitable control manhole in the building sewer to facilitate observation, sampling, and measurement of the wastes and flows. Such manholes shall be readily accessible to the Control Authority at any time.

a. Control manholes shall be easily accessible and safely located and shall be constructed in accordance with plans approved by the Control Authority. Such manholes shall be inspected by the Control Authority prior to use.

b. Control manholes shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

c. Control manholes shall be constructed to exclude entry and exit of waters not discharged through the building sewer, i.e. to prevent infiltration/inflow and exfiltration/exflow.

(m) *Monitoring Requirements*

(1) Where required by any Permit or Order or otherwise ordered by the Control Authority, the Nondomestic User shall obtain representative samples of the facility's wastewater discharge or proposed discharge for analysis. Specified analyses shall be conducted no less frequently than as outlined in the Permit or Order or other document issued by the Control Authority.

a. For the purpose of this subsection, "representative sample" shall mean a twenty-four-hour composite sample consisting of at least twelve (12) parts where the discharge is continuous. Where the discharge is not continuous, the sample shall be representative of all discharges occurring in a twenty-four-hour period.

(i) Facilities allowed to composite for less than 24 hours, i.e., discharge does not occur 24 hours per day, shall composite a minimum of four (4) parts collected at equal intervals over the discharge time of a twenty-four-hour period, with the intervals not to exceed two hours.

(ii) Portions shall be composited according to flow where feasible. The Control Authority may waive flow-proportional composite sampling for any User that demonstrates flow-proportional compositing is not feasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the User demonstrates this will provide a representative sample of the effluent being discharged.

(iii) Grab samples shall be collected for pH, cyanide, total phenols, oil and grease, total petroleum hydrocarbons, sulfide and volatile organics analyses.

b. Specific pollutants for which to analyze shall be determined by the Control Authority. The basis for the determination of pollutants of concern shall include the type of wastes being discharged or proposed for discharge, the nature of the process generating the wastes, materials and chemicals used in the process, the type of facility from which the discharge originates, and other methods normally used in the determination of pollutants expected present in wastewater.

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c. A qualified testing laboratory who adequately demonstrates acceptable quality control/quality assurance shall be employed to conduct analyses. This may be demonstrated through a state, professional or federal program or association.

d. Analyses may be conducted by qualified persons on-site with prior written approval of the Control Authority. On-site laboratories conducting monitoring for compliance with this Article shall be subject to the same requirements as commercial or contract laboratories.

e. All costs of the self-monitoring program shall be borne by the User.

(2) The Control Authority shall conduct monitoring necessary to determine, independent of information supplied by the Nondomestic User, compliance or noncompliance with the provisions of this Article.

a. The Control Authority may randomly sample and analyze the discharge from any Nondomestic User and conduct surveillance activities in order to identify, independent of information supplied by the User, occasional and continuing compliance or noncompliance with the Provisions of this Article.

(i) The Control Authority shall inspect and analyze, or have analyzed, samples of the discharge of each Significant User at least once per year.

(ii) The Control Authority may conduct sampling and analyses of the discharge of any Nondomestic User where deemed necessary to assure compliance with this Article.

b. All costs of analyses, including shipping charges, if any, of samples collected by the Control Authority shall be billed to the User.

(3) All sampling and analyses shall be conducted according to procedures outlined in 40 CFR 136 and amendments thereto, except where a particular method for analysis is prescribed in 40 CFR for a Federal Category or Subcategory or where specified in a Permit or other document issued by the Control Authority. For analysis of pollutants not listed in the above references, methods shall be determined by the Control Authority.

Section 42-112: Direct Discharges Prohibited

(a) *Discharge Into Waters of The United States*

(1) No person shall discharge or cause to be discharged any prohibited or specifically limited pollutant into any storm sewer, drain, gutter, stream, or natural or manmade outlet or otherwise cause a discharge of pollutants into the waters of the United States unless such discharge has been specifically reviewed and approved by the appropriate state and/or federal agency.

(2) Documentation of approval for direct discharges shall be filed with the Control Authority.

(b) *Discharges Onto Public or Private Property*

(1) No person shall deposit or discharge any wastewater, industrial waste, or polluted liquid onto public or private property or street or adjacent to any natural outlet, natural watercourse, storm sewer, gutter, drainage ditch, or other area within the jurisdiction of the City of Texarkana, Texas.

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(2) Pollution of waters of the United States caused by runoff or washing, whether accidental or intentional, is strictly prohibited.

Section 42-113: Wastewater Discharge Permits

(a) *Applicability.* Any Nondomestic User of the POTW may be required to obtain a Wastewater Discharge Permit from the Control Authority. Categorical and Significant Users and all Users who deliver transported waste to the POTW shall be required to obtain a Permit prior to any discharge.

(b) *Approval Requirements*

(1) Review and acceptance by the Control Authority shall be obtained prior to the connection to or the discharge into the public sewers of any wastewater other than Normal Domestic Wastewater.

a. Anyone wishing to discharge waters or wastes other than Normal Domestic Wastewater into the POTW shall apply to and receive permission from the Control Authority prior to discharge to the sanitary sewer system.

b. When required by the Control Authority, any Nondomestic User shall submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The Control Authority may prepare a form for this purpose and may periodically require Users to update the information.

(2) Any Nondomestic User shall acquire approval prior to changes in the quantity or quality of the Discharge. The Control Authority shall deny or condition new or increased contributions of pollutants or changes in the nature of pollutants to the POTW by Users where such contributions do not meet applicable Pretreatment Standards or conditions of this Article or where the contributions may cause the POTW to violate its NPDES Permit.

(c) *Classifications of Wastewater Discharge Permits*

(1) The Control Authority shall be authorized to issue two specific classifications of Wastewater Discharge Permits, classified according to the disposal method or type, quality, or quantity of wastewater to be discharged to the sanitary sewer:

a. Class S (Significant Wastewater Discharge Permit) shall be issued all Users who meet the criteria for Significant User as outlined in 40 CFR 403.3(t)(l) and as defined in Section 42-110 of this Article. All Categorical Users shall be issued a Class S Permit.

b. Class NS (Nonsignificant Wastewater Discharge Permit) may be issued to any Nondomestic User of the POTW who does not meet the criteria for Significant User, but the Control Authority has reason to believe should have a control document. The Control Authority shall be authorized to issue five (5) types of the Class NS Permits:

(i) Type M (Minor Wastewater Discharge Permit) may be issued to Nondomestic Users of the POTW who contribute less than 25,000 gallons of process wastewater per day and who do not otherwise meet the criteria of the Class S Permit but, in the opinion of the Control Authority, should be regulated for quality, quantity, or type of wastewater discharge.

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(ii) Type C (Commercial Wastewater Discharge Permit) may be issued primarily to establishments engaged in the retail sale of prepared food and drinks for on-premises or immediate consumption including, but not limited to, carry-out, delivery, catering, and institutional food services as well as any firm, hospital, nursing home, or other person or entity whose wastewater discharges require pretreatment in the form of a grease or sand trap.

(iii) Type I (Intermittent Wastewater Discharge Permit) may be issued to Users who normally do not contribute wastewater to the sanitary sewer system because of closed-loop treatment systems, but may occasionally wish to discharge wastewater to the POTW when the treated water cannot be recycled. Requirements for at least 24-hour advance notice of discharge shall be included in all Type I permits.

(iv) Type T (Transported Wastewater Discharge Permit) shall be issued to all Users who deliver wastes to the POTW by truck.

(v) Type N (No Discharge Permit) may be issued to facilities who do not discharge process wastewater to the POTW but would be Categorical Users if process wastewater was discharged.

(d) *Application For Wastewater Discharge Permit*

(1) A Nondomestic User shall not connect to the sanitary sewer without prior written permission of the Control Authority. Written permission shall not be given without proof the User has obtained all necessary City permits.

a. A Significant Industrial User shall not discharge wastewater to the POTW without first obtaining a Class S Wastewater Discharge Permit from the Control Authority.

b. The Control Authority may require other nondomestic Users to obtain a Permit as necessary to carry out the purposes of this Article.

(2) Any Nondomestic User required by this Article to obtain a Permit who was discharging wastewater into the POTW prior to the effective date of this Article and who wishes to continue such discharges in the future shall, within thirty (30) days after the effective date of this Article, apply to the Control Authority for a Permit and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of this Article except in accordance with a Permit issued by the Control Authority.

(3) Any Nondomestic User required to obtain a Permit who proposes to begin discharging or recommence discharging into the POTW shall obtain such Permit prior to beginning or recommencing such discharge. An application for the Permit shall be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(4) Nondomestic Users required to obtain a Permit shall file an Application for Wastewater Discharge Permit and shall submit to an inspection of the facility for which the Permit is requested.

a. Prior to filing an Application for Wastewater Discharge Permit, the Nondomestic User shall consult with the Control Authority or his duly authorized representative concerning the types, concentrations, and quantities of industrial wastes proposed for discharge.

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b. Proposed new Nondomestic Users shall apply for a Permit prior to construction of such facilities. The Control Authority shall approve or disapprove such application in a timely manner.

c. The Nondomestic User (or proposed Nondomestic User) shall submit to the Control Authority for review and acceptance, all design calculations, plans, specifications, and other pertinent information relating to proposed wastewater pretreatment and process facilities if the effluent from such facilities may be discharged to the POTW.

d. All Nondomestic Users required to file an Application for Wastewater Discharge Permit shall submit said application on the form, provided by the Control Authority, for the type of permit requested. Incomplete or inaccurate applications shall not be processed and shall be returned to the User for revision. The following info1mation shall be included in all Class S Permit applications and may be included in Class NS applications:

(i) All information required by Section 42-115(A)(l) of this Article;

(ii) Description of activities, facilities, and plant processes on the premises, including a list of raw materials and chemical used and stored at the facility which are or could accidentally or intentionally be discharged to the POTW;

(iii) Number of employees, hours of operation, and proposed or actual hours of operation;

(iv) Each product produced by type, amount, process or processes, and rate of production;

(v) Type and amount of raw materials processes (average and maximum per day);

(vi) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(vii) Time and duration of discharges; and

(viii) Any other information as may be deemed necessary by the Control Authority to evaluate the Application.

(5) The Application shall be signed by an Authorized Representative of the User and shall contain the certification statement outlined in Section 42-115(E)(l) of this Article.

(e) *Issuance of a Wastewater Discharge Permit*

(1) Within thirty (30) days of receipt of a completed Application for Wastewater Discharge Permit, the Control Authority shall determine whether or not to issue a Permit.

(2) The Control Authority may deny any application for Permit. The Control Authority shall notify, in writing, any applicant whose application is denied within ten days after the decision to deny the Permit.

(3) The Control Authority shall evaluate data furnished by the User and data from other sources as available to determine whether a Permit should be issued and the specific contents to be placed in the Permit. The Control Authority may require additional information, including additional analyses, from the User where deemed necessary.

(4) The Control Authority shall document each step in the permitting process in such a manner to facilitate defending any challenges that the permit terms and

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conditions were developed in an arbitrary manner and to make reissuance easier. Proper documentation shall satisfy the EPA's requirements for documentation of permitting rationale.

(5) A Wastewater Discharge Permit shall be issued for a specified time period not to exceed five (5) years from the effective date of the Permit. A Permit may be issued for a period less than five (5) years at the discretion of the Control Authority.

(6) The Permit, with original signature, shall be displayed by the User in a conspicuous location in the workplace. A Type T Permit shall be maintained in the permitted vehicle at all times.

(f) *Contents of The Wastewater Discharge Permit*

(1) The Wastewater Discharge Permit shall contain standard conditions and general regulations applicable to the User.

a. The Class S Permit shall minimally contain, where applicable, National Categorical Pretreatment Standards and Requirements for new or existing sources as set forth in the 40 CFR 401-471 and amendments thereto.

b. All Permits shall contain the following except as outlined in subsection (2) below:

(i) A statement of Permit ownership;

(ii) A statement of duration of the Permit including specific dates of validity;

(iii) A statement that the Permit is nontransferable without prior notification to the Control Authority in accordance with Section 42-115(j) of this Article;

(iv) Effluent limits based on applicable pretreatment standards;

(v) Self-monitoring, sampling, and reporting requirements, including an identification of pollutants to be monitored, sampling location, sampling frequency, specific analytical methods and method detection limits, and sample type(s). Where grab sampling is specified as the required method of collection, the Permit shall specify the number of grab samples required during a twenty-four-hour sampling period. Where multiple grab samples are required, the Control Authority may specify minimum time intervals between each grab sample collection;

(vi) Notification and record-keeping requirements;

(vii) A statement of applicable administrative, civil, and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule shall not extend any compliance date beyond that required by the applicable Federal, State or Local law; ~~and~~

(viii) A statement that compliance with the Permit does not relieve the Permittee of responsibility for compliance with all applicable Federal and State pretreatment requirements, including those which become effective during the term of the Permit; and

(ix) Requirements to control Slug Discharges, either through a Slug Discharge Control Plan or other specific preventative action, if the Control Authority determines such controls are necessary.

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c. At the discretion of the Control Authority, a Permit may contain, but need not be limited to, the following conditions:

(i) Limits on the average or maximum rate, amount and time of discharge, including requirements for advance notice or approval of such discharge;

(ii) Requirements for flow regulation and equalization;

(iii) Requirements for installation and maintenance of pretreatment technology or pollution control (or construction of appropriate containment devices) designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;

(iv) Requirements for the installation and maintenance of metering devices for the wastestream;

(v) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(vi) Requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(vii) Requirements for development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(viii) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

(ix) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this Article and State and Federal laws, rules, and regulations.

(2) The Type T Permit shall contain conditions and regulations applicable to the operation of the liquid transported waste vehicle.

a. The Type T Permit shall contain the following:

(i) Name, address and telephone number of the business;

(ii) Name and address of the Permittee;

(iii) Name and location of the disposal site;

(iv) Name(s) of driver(s) registered to operate the transport vehicle;

(v) Description (make, model, color) and capacity of the transport vehicle;

(vi) Registration and/or Establishment number(s) issued by the State(s) in which the vehicle will be operated;

(vii) Type of wastes to be transported to the POTW;

(viii) Effective and expiration dates of the Permit;

(ix) Requirement to comply with the applicable provisions contained in this Article; and

(x) Record-keeping requirements.

b. A Type T Permit may contain the following:

(i) Specific limitations for the type, nature, and amount of wastes to be delivered to the POTW; and

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(ii) Requirement for analyses of wastes prior to delivery to the POTW.

(3) Any violation of the terms and conditions of a Permit shall be deemed a violation of this Article and shall subject the Permittee to the enforcement provisions set forth in Section 42-119 of this Article.

(4) Obtaining a Wastewater Discharge Permit does not relieve a Permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, or Local law.

(5) It is the Permittee's responsibility to be familiar with the contents and requirements of the Permit and with all Federal, State, and Local regulations and requirements applicable to the disposal of nondomestic wastewater into the sanitary sewer system and to comply with those requirements and regulations, whether or not the requirements are contained in the permit issued to the User.

(g) Wastewater Discharge Permit Appeals

(1) Any person, including the Permittee, may petition the Control Authority to reconsider the terms of the Permit within 30 days notice of issuance.

a. Any petition to reconsider a Permit shall be in writing.

b. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

c. In its petition, the appealing party shall indicate the Permit provisions to which it objects and the alternative condition, if any, it seeks to place in the Permit.

(2) The effectiveness of the Permit shall not be stayed pending the appeal; however, provisions being reconsidered may be stayed.

(3) If the Control Authority fails to act within 30 days, the request for reconsideration shall be deemed denied. Decisions not to reconsider or modify a Permit or to deny issuance of a Permit shall be considered final administrative actions for the purpose of judicial review.

(4) Aggrieved parties seeking judicial review of the final administrative decision shall do so by filing a complaint with the appropriate court of competent jurisdiction within the applicable statute of limitations.

(h) *Modification of The Wastewater Discharge Permit*

(1) A Wastewater Discharge Permit may be modified for good cause at any time during the life of the Permit by the Control Authority.

a. Modification of the Permit may be made for reasons such as, but not limited to, the following:

(i) To incorporate any new or revised Federal, State, or Local Pretreatment Standards or Requirements;

(ii) To address significant alterations or additions to the Permittee's operation, processes, or wastewater volume or character since the time the Permit was issued;

(iii) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(iv) Violation of any terms or conditions of the Permit;

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(v) Misrepresentations or failure to fully disclose all relevant facts in the Permit application or in any required report;
(vi) Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;
(vii) To correct typographical or other errors in the Permit; or
(viii) To reflect a transfer of the facility ownership or operation to a new owner or operator.

b. In addition to the above reasons, a Type T Permit may be modified for any of the following reasons:
(i) To reflect changes in limitations or requirements;
(ii) To reflect changes or alterations in operations;
(iii) When a vehicle is modified or replaced; and
(iv) When the volume of waste handled, equipment, or total operation is expanded by 50%.

(2) Except as provided by Federal or State laws, the Permittee shall be informed of any proposed changes in the Permit at least thirty (30) days prior to the effective date of the change. Any changes or new conditions in the Permit shall include a reasonable time schedule for compliance except where the changes were a result of the Combined Wastestream Formula or the issuance of alternate limits for production-based standards.

(3) The permittee shall file for modification of the Permit at least thirty (30) days prior to all changes or alterations of the pretreatment facilities or processes or any changes which may affect the character of the wastewater discharge.

(4) Within one hundred and eighty (180) days after the promulgation of a National Categorical Pretreatment Standard, the Permit of Users who are subject to that Standard shall be revised to require compliance with such Standard within the time frame prescribed in the Standard.

a. Any User who is subject to a newly promulgated National Pretreatment Standard and who does not have a Permit shall submit an Application for Wastewater Discharge Permit within one hundred and eighty (180) days after the promulgation of the applicable Pretreatment Standard or as prescribed in the Standard.

b. Any Permittee or other User who is required to have a Permit due to the promulgation of a new Standard shall submit, in a format specified by the Control Authority and within one hundred and eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard, a report containing the following information;
(i) The nature and concentration of any pollutants in the discharge which are limited by the Standard;
(ii) A statement regarding whether such Standard is being met on a consistent basis and, if not, whether additional operations and maintenance or pretreatment will be required to meet such Standard; and

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(iii) The shortest possible time by which the User will provide such additional operations and maintenance or pretreatment. The completion and compliance date shall not be later than the compliance date established for the Standard.

(iv) Such report shall contain the signatory statement outlined in Section 42-115(e) of this Article.

(5) The Permit shall be maintained as an accurate representation of the User's wastewater discharge to the POTW. Failure to maintain the Permit as an accurate representation of the wastewater discharge to the POTW shall be cause for enforcement action.

(i) *Renewal of The Wastewater Discharge Permit*

(1) A Permittee shall file an application for Permit renewal by submitting a complete application in accordance with Section 42-113(d) of this Article a minimum of ninety (90) days prior to the expiration date of the existing permit. A new application for Permit shall be completed and submitted to the Control Authority before renewal will be considered.

(2) Where a completed and timely renewal application has been filed with the Control Authority, any Permittee shall continue to perform under the existing permit until such time as a new permit is issued or the renewal has been denied.

(j) *Transfer of a Wastewater Discharge Permit*

(1) A Wastewater Discharge Permit may be transferred to a new owner or operator *only* if the Permittee gives at least ninety (90) days advance notice to the Control Authority and the Control Authority approves the transfer.

(2) The notice shall include a written certification by the new owner or operator which;

a. States the new owner/operator has no immediate intent to change the facility's operations or processes;

b. Identifies the specific date on which the transfer is to occur; and

c. Acknowledges full responsibility for complying with the existing Permit.

(3) Failure to provide advance notice of a transfer shall render the Permit void as of the date of the facility transfer.

(k) *Revocation of The Wastewater Discharge Permit*

(1) The Control Authority may revoke a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons;

a. Failure to notify the Control Authority of significant changes to the wastewater prior to the changed discharge;

b. Failure to provide prior written notification to the Control Authority of changed conditions pursuant to Section 42-115(c)(1) of this Article;

c. Misrepresentation or failure to fully disclose all relevant facts in the Application for Wastewater Discharge Permit;

d. Falsifying self-monitoring reports;

e. Tampering with monitoring equipment;

f. Refusing to allow timely access to the facility premises and records;

g. Failure to meet effluent limits;

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h. Failure to pay fines when assessed;
i Failure to pay sewer charges;
J. Failure to meet compliance schedules;
k. Failure to complete a wastewater survey or permit application;
l. Failure to provide advance notice of transfer of business ownership of a permitted facility; or
m. Violation of any pretreatment standard or requirement or any terms of the Permit or this Article.

(2) In addition to the above reasons, a Type T Permit may be suspended or revoked for any of the following reasons:
a. Use of nonregistered, unlicensed, or unsafe vehicles or nonregistered or unlicensed vehicle operators;
b. Mixing of septic tank waste with incompatible waste for the purpose of deception;
c. Dilution of waste for the purpose of deception;
d. Discharge of a waste load without a POTW operator present;
e. Discharge of a waste load within the Texarkana POTW except at the designated discharge point;
f. Rejection of more than three (3) loads during the life of a Permit;
g. Failure to document final disposal of a rejected load;
h. Providing false or inaccurate information on the source or composition of the waste;
1. Failure to maintain proper records as outlined in this Article;
J. Failure to remain current on charges for transported waste delivery; or
k. Loss or failure to renew State certifications or permits.

(3) A Permit shall be voided upon cessation of operations or transfer of business ownership, except as provided in Subsection G) above.
a. The Permit issued to a particular User shall become void upon the issuance of a new Permit to that User.
b. Amendments to a Permit shall supersede and invalidate pages contained in the Permit which they are intended to replace.

(1) *Regulation of Wastes Received From Other Jurisdictions*

(1) If another municipality or other jurisdiction (e.g., county), or User located within another municipality or other jurisdiction contributes wastewater to the POTW, the Control Authority shall enter into an agreement with the contributing municipality or other jurisdiction for the purpose of control of the wastewater discharges.

(2) Prior to enter into an agreement required by Subsection (1)(1) preceding, the Control Authority shall request the following information from the contributing jurisdiction:
a. A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction;
b. An inventory of all Nondomestic Users located within the contributing jurisdiction;

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c. Such other information as the Control Authority may deem necessary.

(3) Such agreement shall contain the following conditions:

a. A requirement for the contributing jurisdiction to adopt a sewer use Article which is at least as stringent as this Article and local limits which are at least as stringent as those specified in this Article. The requirement shall specify that such Article and limits shall be revised as necessary to reflect changes made to this Article or limits contained herein;

b. A requirement for the contributing jurisdiction to submit a revised Nondomestic User inventory at least on an annual basis;

c. A provision specifying which pretreatment activities, including Permit issuance, inspection, sampling, and enforcement will be conducted by the contributing jurisdiction; which of these activities will be conducted by the Control Authority, and which of these activities will be conducted jointly by the Control Authority and the contributing jurisdiction;

d. A requirement for the contributing jurisdiction to provide the Control Authority with access to all information that the contributing jurisdiction obtains as part of its pretreatment activities;

e. A provision ensuring the Control Authority access to facilities of Users located within the jurisdiction's jurisdictional boundaries for the purpose of inspection, sampling, and other duties deemed necessary by the Control Authority; and

f. A provision specifying remedies for breach of the ·terms of the agreement.

(4) The contributing jurisdiction may adopt this Article, by reference or other means, and specify the Control Authority as the primary or sole administrator of the pretreatment program within its jurisdiction with all powers of permitting, inspection, sampling, and enforcement of this A1iicle within its jurisdiction.

(5) Where the contributing jurisdiction retains primary responsibility for permitting, compliance monitoring, or enforcement, the agreement shall specify the Control Authority has the right to take legal action to enforce the terms of the contributing jurisdiction's Article or to impose and enforce pretreatment standards and requirements directly against noncompliant dischargers in the event the contributing jurisdiction is unable or unwilling to take such action.

Section 42-114: Pretreatment Charges And Fees

(a) *Charges For Wastewater Discharge Permit*

(1) The City may adopt reasonable fees for reimbursement of the costs for setting up and operating the City's Industrial Pretreatment Program. The Control Authority shall periodically review the costs for the Pretreatment Program and recommend appropriate fees to the City Manager for presentation to the elected body. Such fees may include:

a. Fees for permit applications including the cost of processing such applications;

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b. Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing a User's discharge and reviewing monitoring reports submitted by Permittees;

c. Fees for reviewing and responding to accidental discharge procedures and construction;

d. Fees for filing appeals; and

e. Other fees as the Control Authority deems necessary to carry out the requirements contained herein.

(2) An annual fee shall be assessed for issuance of a Permit as established by the City Council from time to time and on file at the city secretary's office or city website. This fee schedule may be revised as deemed necessary by the Control Authority.

(3) Any User who applies for a Permit shall reimburse the Control Authority for costs incurred during and directly related to the permitting process including, but not limited to, analytical services necessary to establish the nature of the wastewater proposed to be discharged, whether or not the User is issued a Permit.

(b) *Charges For Delivery of Waste to The POTW*

(1) An appropriate charge shall be made for each load of transported waste delivered to the POTW Treatment Plant. This charge shall be based on a per-gallon cost of treatment for such waste and may be adjusted on an as-needed basis to reflect changes in the cost to treat such waste.

(2) Prompt payment of delivery charges shall be made by the Permittee. No Permittee shall be allowed to discharge wastes to the POTW Treatment Plant while delinquent in payment of charges.

(c) *Surcharge For Excessive Strength Wastes*

(1) Any Nondomestic User who discharges into the sanitary sewer system may be charged a surcharge for excessive-strength wastes. For the purpose of this Subsection, excessive-strength waste shall mean waste having a strength greater than that established for "Normal Domestic Wastewater".

(2) A surcharge may be levied to compensate for the added expense, per pound of pollutant, in the operation and maintenance of the City's POTW for treatment of nondomestic wastes with excessive ammonia as nitrogen, oxygen demand, and suspended solids.

a. Excessive ammonia as nitrogen shall be concentrations greater than 20 mg/L; excessive total suspended solids shall be concentrations greater than 200 mg/L; and excessive oxygen demand shall be concentrations of $CBOD_5$ greater than 200 mg/L or (or COD greater than 450 mg/L in accordance with Subsection 2(c) below).

b. Surcharge shall be calculated according to the following formula:

$$S = (8.345)(V)[\{C1(CBOD_5-200)\}+\{C2(TSS-200)\}+\{C3(NH_3-20)\}]$$

Where: S = Surcharge in dollars

V = Volume in million gallons, based on water consumption (or discharge, if water source other than TWU employed and discharge is metered)

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Cl = Cost, in dollars, to treat one pound $CBOD_5$
C2 = Cost, in dollars, to treat one pound TSS
C3 = 2.33 times the cost, in dollars, to treat one pound
$CBOD_5$ = Carbonaceous Biochemical Oxygen Demand (mg/L)
TSS = Total Suspended Solids (mg/L)
NH_3 = Ammonia (as Nitrogen)
8.345 = Weight, in pounds, per gallon of water

c. Where the Chemical Oxygen Demand (COD) of the wastewater is greater than or equal to 2.25 times the $CBOD_5$ or where the $CBOD_5$ may be negligible due to the type of wastewater or where historical data indicates the $CBOD_5$ of the discharge is less than 200 mg/L, COD may be substituted for $CBOD_5$ and the following formula shall be used:

S = (8.345)(V)[{C4(COD-450)}+{C2(TSS-200)}]

Where: C4 = Cost, in dollars, to treat one pound
COD = Chemical Oxygen Demand (mg/L)

d. Surcharge rates shall be reviewed and revised annually by the Control Authority to reflect approximate actual cost to the POTW.

(3) Private residences shall be excluded from surcharge.

(4) Initiation or continuation of surcharge testing on any Nondomestic User shall be at the discretion of the Control Authority with consideration to the nature or history of the discharge, the impact or potential impact on the POTW, and resources available to the Control Authority. Where a surcharge is levied, testing shall be conducted not less than once per quarter. Where the monthly surcharge amount is greater than $250, testing shall be conducted not less than monthly. Surcharge shall be based on all laboratory values obtained during the most recent twelve months.

(5) Surcharge billing shall be included as a separate item on the regular bill for water and sewer service and shall be paid monthly in accordance with the existing practices. Surcharge shall be due at the same time as the water and sewer and refuse charges become due. Payment for water and sewer and refuse services shall not be accepted without payment of the surcharge.

(6) Failure to pay sewer surcharges when due shall be sufficient cause to disconnect any and all services to the water or sewer mains of the City of Texarkana, Texas. In addition, the same charges and penalties provided by the Articles of the City of Texarkana, Texas, for failure to pay for water and sewer service when due shall apply.

Section 42-115: Reporting Requirements

(a) *Categorical Users*

(1) Baseline Monitoring Report. Within 180 days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a categorical determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Users currently discharging or scheduled to discharge to the POTW who have not previously submitted such information shall submit to the Control Authority a report which contains the information required in this Subsection.

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At least 90 days prior to commencement of discharge, new sources and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Pretreatment Standard shall submit to the Control Authority a report which contains the information required in this Subsection. A new source shall report the method of pretreatment it intends to employ to meet the applicable Categorical Pretreatment Standards. A new source shall give reasonable estimates of its anticipated flow and quantity of pollutants to be discharged.

a. Identifying Information. The name and address of the facility, including the name of the operator(s) and owner(s).

b. Environmental Permits. A copy of all environmental control permits held by or for the facility.

c. Description of Operations. A brief description of the nature, average rate of production, and Standard Industrial Classification Code(s) of the operation(s) carried out at the facility. This description shall include a schematic process diagram and a plumbing diagram which indicates the point(s) of discharge to the POTW from the regulated process(es).

d. Flow Measurement. Information showing the measured average and maximum daily flow, in gallons per day, to the POTW from each of the following:
   (i) Each regulated process wastestream;
   (ii) Other wastestreams as necessary to allow use of the Combined Wastestream Formula as outlined in 40 CFR 403.6.
   (iii) A verifiable estimate of these flows may be provided where justified by cost or feasibility considerations.

e. Measurement of Pollutants. Identify the Pretreatment Standards applicable to each Regulated Process and the results of sampling and analysis identifying the nature and concentration of pollutants (or mass of pollutants where required by the Standard or the Control Authority) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations or mass, where required, shall be reported. The sample shall be representative of the daily operation and shall be analyzed according to Approved Analytical Procedures.
   (i) Twenty-four (24)-hour composite samples shall be obtained through flow-proportional composite sampling techniques where feasible except cyanide, pH, total phenols, oil and grease, sulfide, and volatile organics, where required, shall be collected as four (4) grab samples during a 24-hour period. In cases where the Control Authority determines that flow-proportional sampling is infeasible, samples may be obtained through time-proportional composite or through a minimum of four grab samples where it can be demonstrated this will provide a representative sample of the Discharge.
   (ii) A minimum of one representative composite sample shall be collected and analyzed to compile the data necessary to comply with the requirements of this Subsection.

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(iii) Samples shall be taken immediately downstream from the pretreatment facilities if such exists or immediately downstream of the regulated process if no pretreatment exists. If other wastestreams are mixed with the regulated wastestream prior to pretreatment, flows and concentrations necessary to allow use of the Combined Wastestream Formula, as outlined in 40 CFR 403.6, shall be measured in order to evaluate compliance with the Pretreatment Standards. Where alternate concentration or mass limitations have been calculated in accordance with 40 CFR 403.6, this adjusted limit along with supporting data shall be submitted to the Control Authority.

(iv) The baseline monitoring report shall indicate the date, place, and time of sampling and method of analysis and shall contain certification the sampling is representative of normal work cycles and expected pollutant discharge to the POTW.

(v) Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

f. Certification. The report shall include a statement reviewed by an Authorized Representative (as defined in 40 CFR 403.12(1)) and certified to by a qualified professional indicating whether the Pretreatment Standards are being met on a consistent basis and, if not, whether additional operations and maintenance (O & M) or additional pretreatment is required to meet the applicable Standards.

g. Compliance Schedule. If additional pretreatment or O & M is required to meet the applicable Pretreatment Standard, a plan outlining the shortest schedule by which such additional pretreatment or O & M will be provided shall be included. The completion date of this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

(i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events (including, but not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation) leading to the construction and operation of the additional pretreatment facilities required to meet the applicable Pretreatment Standard. No increment shall exceed nine (9) months.

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(ii) No later than 14 days following each date in the schedule and the final compliance date, a progress report shall be submitted to the Control Authority including , at a minimum, whether or not it complied with the increment in the schedule and, if not, the reason for the delay , the date compliance with the increment is expected, and the steps being taken to return the construction to the schedule established . In no instance shall more than nine (9) months elapse between progress reports to the Control Authority.

(iii) The compliance schedule shall be signed and certified by the Authorized Representative in accordance with Subsection (e) of this Section.

(2) *90-Day Compliance Report.* Within ninety (90) days of the date for final compliance with the applicable Pretreatment Standard , or in the case of a New Source , ninety (90) days following the commencement of the introduction of wastewater into the POTW, any Nondomestic User subject to Categorical Pretreatment Standards and Requirements shall submit a report to the Control Authority containing the information required in subsection (a)(l)d. through f. above.

a. For Nondomestic Users subject to equivalent mass or concentration limits calculated in accordance with 40 CFR 403.6, this report shall contain a reasonable estimate of the Nondomestic User's long-term production rate.

b. For all other Nondomestic Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measurement of operation), the report shall include the actual production during the appropriate sampling period.

(3) *Periodic Compliance Reports.* Any Nondomestic User subject to a Categorical Pretreatment Standard, after the compliance date of such Standard, or in the case of a New Source, after commencement of discharge into the POTW, shall submit periodic reports indicating the nature and concentration of pollutants in the discharge which are limited by the Pretreatment Standard.

a. Periodic compliance reports shall be submitted to the Control Authority on or before the due date as specified by the Control Authority. Minimum sampling and reporting frequencies shall be specified by the Control Authority and in no case shall be less than twice per year.

b. Periodic compliance reports shall contain, at a minimum, the following information:

(i) The analytical results for all representative samples collected over the applicable reporting period, expressed in mg/L or mass as may be required, of analyses for regulated pollutants;

(ii) The date and time of sampling, sampling method used, and who collected the sample;

(iii) The date and time of analyses and who performed the analyses;

(iv) The analytical techniques/methods used;

(v) The average and maximum daily flow from the regulated process for the calendar month;

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(vi) The minimum and maximum pH recorded during the reporting period (not subject to averaging);

(vii) Analytical quality control data; and

(viii) The information required in Subsection 2a. and b. above, where applicable.

c. All wastewater samples shall be representative of the discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean and maintained in good working order at all times and records of such shall be maintained. Failure to keep the monitoring facility in good working order shall not be grounds for claiming analytical results are not representative of the discharge.

d. If the Nondomestic User subject to reporting requirements in this Subsection monitors any pollutant at the designated sampling point more frequently than required, using Approved Analytical Procedures, the results of this monitoring shall be included in the report.

e. Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

(b) *Noncategorical Users*

(1) *Self-monitoring Reports.* Any Nondomestic User who is required by the Control Authority to analyze for pollutants in the wastewater discharge and submit self-monitoring reports shall submit those reports to the Control Authority on or before the due date as specified by the Control Authority. Minimum sampling and reporting frequencies shall be specified by the Control Authority but shall not be less than twice per year.

a. Self-monitoring reports shall contain the information specified for periodic compliance reports outlined in Subsection (a)(3)b. above.

b. Self-monitoring reports shall be submitted to the Control Authority on or before the due date as specified by the Control Authority.

c. Subsections (a)(3)c. and d. shall apply to all self-monitoring reports.

(2) Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

(c) *Reporting Requirements Applicable to All Nondomestic Users*

(1) Report of Changed Conditions. Each Nondomestic User shall notify the Control Authority of any planned significant changes to the operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days prior to the change.

a. For the purpose of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, additional wastestreams, and the discharge of any previously unreported pollutants.

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(i) This includes any changes in hazardous pollutants for which initial notification is required in accordance with 40 CFR 403.12(p).

b. The Control Authority may require the Nondomestic User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an Application for Wastewater Discharge Permit.

c. The Control Authority may issue a Permit or modify an existing Permit in response to changed conditions or anticipated changed conditions.

(2) *Reports of Potential Problems.* In a case of any discharge , including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load that may cause potential problems for the POTW, the User shall immediately telephone and notify the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and the corrective actions taken by the User.

a. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Article.

b. A notice shall be permanently posted on the Nondomestic User's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in this subsection. Employers shall ensure all employees who may cause such a discharge to occur are advised of the emergency notification and containment procedures.

(3) *Notification of Violation and Repeat Sampling.* The Nondomestic User shall notify the Control Authority, by telephone, within 24 hours of becoming aware of a violation of the Permit or of this Article.

a. The notification shall be followed by a written statement within five working days providing a description of the violation, a description of the suspected cause of the violation , and the action the Nondomestic User has or intends to take to prevent recurrence of the violation . The statement shall be signed by the facility's Authorized Representative.

b. Such notification shall not relieve the User from liability or prevent the Control Authority from taking appropriate enforcement actions.

c. If an analysis required by the Control Authority indicates a violation, the User shall repeat the sampling and analysis and shall submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation, except the User is not required to resample if:

(i) The Control Authority performs sampling at the facility at least once a month; or

(ii) The Control Authority performed sampling at the facility between the time the User performed its initial sampling and the time the User receives the results of the sampling.

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(4) *Notification of New or Increased Potential for Slug Discharges.* The Nondomestic User shall immediately notify the Control Authority of any changes to the physical facility or any industrial process and other changes which may cause or increase the potential for Slug Discharge. This notification requirement includes notification by Users who have an existing Slug Discharge Control Plan or has conducted preventative actions previously and the existing plan or previous action does not adequately protect from accidental or slug discharges and by User who have not previously been required to develop a Slug Discharge Control Plan.

(d) *Reports From Unpermitted Nondomestic Users*

(1) All Nondomestic Users not required to obtain a Permit shall provide appropriate reports to the Control Authority as the Control Authority may require in order to protect the POTW, to protect property and person of the residential User, and to meet regulatory requirements.

(2) All reports shall be submitted to the Control Authority on or before the date specified by the Control Authority.

(e) *Signatory Requirements for User Reports and Applications*

(1) All reports and applications submitted to the Control Authority under this Article shall include a certification statement signed by the facility's Authorized Representative. The certification statement shall read as follows:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified persom1el properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations."

(2) Where the User has an approved Toxic Organic Management Plan (TOMP), a TOMP signatory statement shall be submitted with each periodic compliance report. The statement shall be signed by the facility's Authorized Representative. The statement shall read as follows:

> "Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for Total Toxic Organics (TTO), I certify that, to the best of my knowledge and belief, no dumping of concentrated toxic organics into the wastewaters has occurred since the filing of the last discharge monitoring report. I further certify that this facility is implementing the Toxic Organic Management Plant (TOMP) submitted to the Control Authority."

(3) Reports required by this Article are subject to the provisions of 18 U.S.C. 1001 relating to fraud and false statements and the provisions of Section 309(c)(2) of the Act governing false statements, representations, or certifications in reports required under the Act.

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(f) *Record Keeping Requirements*

(1) Written reports submitted to the Control Authority shall be deemed submitted on the date postmarked. For reports which are not mailed, postage paid, into a mailing facility serviced by the United States Postal Service, the date of receipt shall govern.

(2) Any User subject to the reporting requirements established in this Article shall maintain records of all information resulting from all activities required by this Article.

(3) Any User subject to the reporting requirements in this Article shall be required to retain, and make available upon request for inspection and copying by the Control Authority, the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality, the Arkansas Department of Environmental Quality or the EPA, all records of information obtained pursuant to any monitoring activities required by this Article, ~~and~~ any records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements and documentation associated with enforceable Best Management Practices contained in a Pretreatment Standard for a minimum of three (3) years. Records of information pertaining to the generation, transport and disposal of liquid transported waste shall be retained for a minimum of five (5) years. This period of retention shall be automatically extended for the duration of any litigation concerning the User or the City or where the User has been specifically notified of a longer retention time by Control Authority, the ~~TNRCC~~ T CEQ, or the EPA.

Section 42-116: Powers and Authorities of Control Authority

(a) *Access to Properties and Records*

(1) The Control Authority shall be allowed ready access, without delay, to all parts of the premises of a Nondomestic User during any reasonable time for the purpose of inspection, sampling, records examination and copying, surveillance, and monitoring necessary to determine compliance or noncompliance with the provisions of this Article and for the performance of any additional duties.

a. The Control Authority and his representatives shall be permitted to enter any premises of any Nondomestic User during any hour when an abnormal discharge is known or suspected to originate from the premises.

b. Where a Nondomestic User has security measures in force which require proper identification and clearance before entry into its premises, the Nondomestic User shall make necessary arrangements so that, upon presentation of suitable identification, the Control Authority will be permitted to enter without delay for the purpose of performing specific responsibilities.

c. The Control Authority shall have the right to set on the Nondomestic User's property such devises as are necessary to conduct sampling, inspection, compliance monitoring, or metering.

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d. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled shall be promptly removed by the User, at his expense, upon the written or verbal request of the Control Authority or his representative and shall not be replaced.

e. If the Control Authority or his representative has been refused access to a building, structure, or property or any part thereof, and is able to demonstrate probable cause to believe there may be a violation of this Article or that there is a need to inspect or sample as a part of routine inspection and sampling program of the Control Authority designed to verify compliance with this Article or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, the Control Authority may seek issuance of a search warrant from a court of competent jurisdiction.

(2) Representatives of the United States Environmental Protection Agency (EPA) and the Texas ~~Natural Resource Conservation Commission (TNRCC)~~ Commission on Environmental Quality (TCEQ) and the Arkansas Department of ~~Pollution Control and Ecology (ADPC&E)~~ Environmental Quality (ADEQ) shall have the same rights of entry as described for the Control Authority in Subsection A(l) above.

Section 42-117: Confidential Information

(a) *Disclosure of User Information and Data*

(1) Information and data provided to the Control Authority which is effluent data as defined by 40 CFR 2.302 shall not be recognized as confidential and shall be available to the public without restriction.

(2) Information and data on a Nondomestic User obtained from reports, surveys, Applications for Wastewater Discharge Permit, Permits, and monitoring programs and from the Control Authority's inspection and sampling activities shall be made available to the public except as provided by Subsection (b) of this Section.

(3) Any information provided to or obtained by the Control Authority shall be made available to the Regional Administrator or the Director of the EPA or his representative upon request.

(b) *Information Which May Be Claimed as Confidential*

(1) Information which constitutes a trade secret or is commercial or financial information privileged or confidential by statute or judicial decision, or if it is information which, if released, would give advantage to a competitor, shall be kept in confidence and not disclosed to the public.

(2) Any claim of confidentiality shall be made at the time of submission to the Control Authority. The Nondomestic User shall demonstrate to the satisfaction of the Control Authority that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any request shall be asserted by stamping "confidential business information" on each page containing such information.

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(3) When requested and demonstrated by the Nondomestic User furnishing a report such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately to governmental agencies for uses related to the NPDES program, the Pretreatment Program, and in enforcement proceedings involving the person furnishing the report.

(4) If no claim is made at the time of submission, the Control Authority may make the information available to the public without further notice.

Section 42-118: Protection of The POTW Collection System

(a) *Protection From Damage And Tampering*

(1) No person shall maliciously, willfully, or negligently break, damage, deface, or tamper with any structure, appurtenance, or equipment which is part of the POTW.

(2) No person shall cover any manhole on a public sewer with earth, paving, or any structure or otherwise render it inaccessible.

(3) No building shall be located on top of a public sewer.

(4) No unauthorized person shall remove the earth cover from a public sewer so that less than two (2) feet of earth remains over the pipe bells.

(5) No person shall remove the cover (lid) from a manhole or cleanout for any purpose except as authorized by the Control Authority.

(b) *Discharge into the Collection System*

(1) Discharge of waste shall be made into the POTW collection only at places designated for discharge.

(2) No person shall discharge or cause to be discharged any material into a manhole or cleanout which is part of the POTW.

(3) No person shall discharge or cause to be discharged any wastes from nondomestic sources into the sanitary sewer facilities at a residential or other domestic wastewater source.

a. No person shall discharge or cause to be discharged any waste into the sanitary sewer which has been transported from another site onto a residential, commercial, or industrial site.

b. Contractors, painters, pest control operators, and other such persons shall not discharge any process waste into the sanitary sewer at a residential site. Such wastes shall be disposed in accordance with all Local, State, and Federal regulations. Prohibited materials shall include, but are not limited to paint, washings from paint brushes, solvents, and pesticides and herbicides, including washings from pesticide and herbicide containers and applicators.

(c) *Sewer Taps into the POTW Collection System*

(1) Sewer taps shall be made only by a certified plumber and shall be made only after all required permits have been obtained.

a. Persons proposing to tap into the POTW collection system shall first complete a usage questionnaire at the TWU Engineering Department.

b. Taps shall be subject to inspection by the Plumbing Inspector prior to covering with earth.

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c. Taps shall be sealed so as to not allow leaking into or out of the collection system.

(2) Building sewers shall be maintained to prevent leaks or open cleanouts in the sewer where leakage or infiltration or inflow may occur.

(d) *Disconnecting Sewers*

(1) Before any dwelling or other building being served by the public sewer is moved or demolished, the building sewer serving the building shall be disconnected at the property line or main and permanently sealed to prevent entrance of stormwater or debris into the public sewer. The Plumbing Inspector shall be notified at least three (3) days prior to the proposed disconnection. The disconnection and sealing of such line shall by inspected by the Plumbing Inspector prior to earth covering replacement. Any line found not sealed shall be sealed by the Control Authority or the Plumbing Inspector and a fee, as determined by the Control Authority, shall be assessed against the owner.

Section 42-119: Enforcement Provisions

(a) *Applicability.* The remedies provided for in this Article are not exclusive. The Control Authority may take, at any time, any, all, or any combination of these actions against a noncompliant User or any other remedy allowed by City Article or State Statute. Enforcement of pretreatment violations shall generally be in accordance with the Control Authority's Enforcement Response Plan.

(1) The Control Authority may take any action against any User as the circumstances warrant.

(2) The Control Authority shall be empowered to take more than one enforcement action against a noncompliant User.

(3) Exercise of any action by the Control Authority shall not be a bar to, or a prerequisite for, taking other action against a noncompliant User.

(b) *Publication of Users in Significant Noncompliance*

(1) The Control Authority shall publish, at least annually, in the largest daily newspaper published in the municipality in which the POTW is located, a list of Users which, during the previous twelve (12) months, were in significant noncompliance with any applicable Pretreatment Standards and Requirements, any provisions of this Article or the Permit, or any Order issued hereunder. Significant noncompliance shall be determined by the method currently accepted by Region VI of the EPA and in accordance with current Federal regulations.

(c) *Administrative Enforcement Remedies*

(1) *Notice of Violation.* Whenever the Control Authority finds that any User has violated or continues to violate any provision of this Article, a Permit, or any Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority or his representative may serve upon the User a written Notice of Violation. Within ten (10) days of the receipt of the Notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Control Authority. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Control Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

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(2) *Consent Order.* The Control Authority may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a specific time period, also specified in the Order. Consent Orders shall have the same force and effect as administrative orders issued pursuant to Subsections (c)(3) and (c)(4) of this Section and shall be judicially enforceable.

(3) *Show Cause Hearing.* The Control Authority may order any User which has violated, or continues to violate, any provision of this Article or a Permit or Order issued hereunder, or any other pretreatment standard or requirement, to appear before the Control Authority and show cause why the proposed enforcement shall not be taken. Notice shall be served on the User specifying the time and place for the hearing, the proposed enforcement action and the reasons for such action, and a request that the User show cause why this proposed action should not be taken. This notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least five (5) days prior to the hearing. Such notice may be served on any Authorized Representative of the User.

(4) *Compliance Order.* Whenever the Control Authority finds that any User has violated or continues to violate any provision of this Article, a Permit or an Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority or his agent may issue an Order to the User responsible for the discharge directing that the User achieve compliance within a specified time period. If the User does not achieve compliance within the time provided, sewer services may be discontinued unless adequate treatment facilities, devices, or other appurtenances are installed and properly operated.

a. Compliance Orders may also contain such other requirements as might be reasonable, necessary, and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and additional management practices designed to minimize the amount of pollutants discharged to the sewer.

b. A Compliance Order may not extend the deadline for compliance established for a Categorical Pretreatment Standard or Requirement, nor does a Compliance Order relieve the User of liability for any violation, including any continuing violation.

(5) *Cease and Desist Orders.* Whenever the Control Authority finds that any User has violated or continues to violate any the provisions of this Article, a Permit or an Order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Control Authority or his representative may issue an order to the User directing the User to cease and desist all such violations and direct the User to immediately comply with all requirements and to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatening violation, including halting operations and terminating discharge. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking other action against the User.

(6) *Emergency Suspension.* The Control Authority may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Control Authority may also suspend a User's discharge, after notice

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and opportunity to respond, that threatens to interfere with the operation of the POTW or which presents or may present an endangerment to the environment.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such steps as deemed necessary, including immediate severance of the sewer connection or termination of water service, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Control Authority may allow the User to recommence its discharge when the User has demonstrated, to the satisfaction of the Control Authority, the period of endangerment has passed unless the ~~revocation~~ termination proceedings set forth in paragraph (c)(~~8~~ 7) of this Section are initiated against the User.

b. A User which is responsible, in whole or in part, for imminent endangerment shall submit a detailed written statement, describing the cause(s) of the harmful contribution and the measures taken to prevent any future occurrences, to the Control Authority prior to the date of any Show Cause or Termination hearing.

c. Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

(7) *Termination of Sewer Service.* In addition to the provisions in this Section, any User who violates any of the following conditions shall be subject to termination of sewer service:

a. Violation of conditions of a Permit;

b. Failure to accurately report the wastewater constituents and characteristics of the discharge;

c. Failure to report significant changes in operation or wastewater volume, constituents, or characteristics prior to discharge;

d. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

e. Violation of the Pretreatment Standards in Section 42-111 of this Article.

Users shall be notified of proposed termination of its discharge and shall be offered an opportunity to show cause under Subsection (c)(3) of this Section why the proposed action shall not be taken.

(d) *Judicial Enforcement Remedies*

(1) *Injunctive Relief* When a User has violated or continues to violate any provision of this Article, a Permit or Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority may petition a court of competent jurisdiction for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Permit, Order, or other requirement imposed by this Article on the activities of the User. The Control Authority may also seek such other action as is appropriate for legal or equitable relief, including a requirement to conduct environmental remediation. The Control Authority shall have such remedies to collect fees as it has to collect other sewer service charges. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking other action against the User.

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(2) *Civil Penalties.* Any User who has violated or continues to violate any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement shall be liable to the Control Authority for a civil penalty of not more than the maximum allowed under State law, but no less than $1000.^{00}$, per violation, per day, for as long as the violation continues. In case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation.

a. The Control Authority may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Control Authority. The Control Authority shall petition the Court to impose, assess, and recover such sums.

b. In determining amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the User's violation, corrective actions by the User, compliance history of the User, and other factors as justice requires.

c. Filing a suit for civil penalties shall not be a bar against, or aprerequisite for, taking any other action against the User.

(3) *Criminal Prosecution.* Any User who willfully or negligently violates any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine in the amount up to and including the maximum allowed by State law, but no less than $1000.^{00}$ per violation. Each day on which a violation occurred or continues to occur shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

a. A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty up to and including the maximum allowed by State law, but no less than $1000.^{00}$ per violation. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law. Each day on which a violation occurred or continues to occur shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

b. Any User who knowingly makes false statements, representations, or certifications in any application, record, report, plan, or other document filed or required to be maintained, pursuant to this Article or the Permit or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine up to and including the maximum allowed by State law, but no less than $1000.^{00}$, per violation, per day.

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(e) *Supplemental Enforcement Remedies*

(1) *Performance Bonds.* The Control Authority may decline to reissue a Permit to any User which has failed to comply with the provisions of this Article, any previous Permit, or any Order issued hereunder unless such a User first files a satisfactory bond, payable to the POTW, in a sum not to exceed a value determined by the Control Authority to be necessary to achieve consistent compliance.

(2) *Liability Insurance.* The Control Authority may decline to reissue a Permit to any User which has failed to comply with the provisions of this Article, any previous Permit or any Order issued hereunder, or any other pretreatment standard or requirement unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(3) *Water Supply Severance.* Whenever a User has violated or continues to violate any provision of this Article, a Permit or any Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority may sever water service to the User. Service will only recommence, at the User's expense, after the User has satisfactorily demonstrated ability to comply with the provisions of this Article, the Permit, or any Orderissued hereunder.

(4) *Public Nuisances.* Any violation of any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Control Authority or his authorized representative. Any person or persons creating a public nuisance shall be subject to the provisions of the City Article governing such nuisances, including reimbursing the POTW for any costs incurred in removing, abating, or remedying saidnuisance.

(f) *Affirmative Defenses to Discharge Violations*

(1) *Treatment Upsets.* An upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards if the requirements of this Subsection aremet.

a. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence, that:

(i) An Upset occurred and the user can identify the cause or causes of the upset;

(ii) The facility was, at the time, being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(iii) The User has submitted the information in Subsection (f)(l)b. below within twenty-four (24) hours of becoming aware of the upset. If the information is provided orally, a written submission shall be provided within five (5) days.

b. The following information shall be provided to the Control Authority in the event of an upset:

(i) A description of the indirect discharge and cause or causes of noncompliance;

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(ii) The period of noncompliance, including exact dates and times of noncompliance, and if the noncompliance is continuing, the anticipated time by which compliance is expected to be restored;

(iii) All steps being taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

c. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

d. Users shall have the opportunity for judicial determination on any claim of upset only in an enforcement action brought for noncompliance with Categorical Pretreatment Standards.

e. Users shall control production of discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement shall apply in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

f. Subsection (f)(1)a. through (f)(1)e. shall not apply to actions brought by the State of Texas in state court.

(2) *Prohibited Discharge Standards.* A User shall have an affirmative defense in any action brought against it alleging a violation of the prohibitions established in Section 42-111(b)(3) and (6) through (10) where it can prove:

a. The User did not know or have reason to know its Discharge, alone or in conjunction with a discharge or discharges from other sources, would cause interference or pass through; and

(i) A local limit designed to prevent interference or pass through was developed for each pollutant in the User's discharge that caused the interference or pass through and the User was in compliance with such local limit directly prior to and during the interference and/or pass through ; or

(ii) A local limit designed to prevent interference or pass through has not been developed for the pollutant(s) which caused the interference or pass through and the User's discharge directly prior to and during the interference or pass through did not change substantially in nature or constituents from the User's prior discharge activity when the POTW was regularly in compliance with its NPDES permit requirements and, in the case of interference, was in compliance with applicable requirements for sewage sludge use or disposal.

(3) *Treatment Bypasses.* A User may allow a bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to ensure efficient operation of the treatment system. These bypasses are not subject to the provisions of Subsections (f)(3)a. through d. of this Section.

a. Users who know in advance of the need for a bypass shall submit prior notice to the Control Authority at least ten (10) days in advance.

Attachment: 2021-028 ATTH 01 Chap 42 Water and Sewers (v2) (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

b. A User shall submit oral notice to the Control Authority of an unanticipated bypass that exceeds applicable pretreatment standards within twenty (24) hours of becoming aware of the bypass. A written submission shall be provided within five (5) days. The written submission shall contain:

(i) A description of the bypass and its cause;

(ii) The duration of the bypass, including exact dates and times and, if it has not been corrected, the anticipated time the bypass is expected to continue; and

(iii) Steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

c. Bypass of the treatment system is prohibited, and the Control Authority may take enforcement action against a User for a bypass unless all the following conditions are met:

(i) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, including the use of auxiliary treatment or retention of the untreated or partially treated wastes, maintenance during periods of normal equipment downtime, or temporarily discontinuing the wastewater-generating process. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(iii) The User submitted notices as required by subsections (f)(3)a. and b. of this Section.

d. The Control Authority may approve the anticipated bypass after considering its potential adverse effects and if the Control Authority determines the circumstances satisfy those set forth in Subsection (f)(3)c.(i) through (iii) of this Section.

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Summary of amendments to Chapter 42, “Water and Sewers” Article III, Nondomestic Waste”, Division 1, “Publicly-owned Treatment Works”, of the Code of Ordinances of the City of Texarkana, Texas

Section 42-110(d) is amended as follows:

by replacing the numbering for each defined term in sections 42-110(d) 1-73

by changing the reference to Texas Natural Resource Conservation Commission to Texas Commission on Environmental Quality

(3) *Approved Analytical Procedures* shall mean analytical procedures approved for the testing of wastewater samples in accordance with Title 40 of the Code of Federal Regulations, Part 136 (40 CFR 136) and amendments thereto or any method that has been approved for analyses in accordance with the approval procedure outlined in 40 CFR 136 or those analytical procedures approved by the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality (TCEQ) as appropriate.

by revising the definition of "Authorized Representative"

(4)a. The responsible corporate officer if the User submitting the report is a corporation. Responsible corporate officer shall be a president, secretary, treasurer, or vice president of the corporation in charge of the principal business function or any other person who performs similar policy or decision-making function for the corporation; or by the manager of one or more manufacturing, production or operation facilities ~~employing more than two hundred and fifty (25) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second quarter 1980 dollars), if~~ provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiate and direct other comprehensive measures to assure long-term compliance with environmental laws and regulations; can ensure the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

40 CFR 403.12(l)

by revising the definition of “Pollution Control Inspector”

(41) *Pollution Control Inspector* shall mean ~~the Technical Supervisor, Chief Pollution Control Technician, Pollution Control Technician, or other~~ any employee of the Texarkana Water Utilities designated by the Control Authority to administer and enforce this Article.

by amending the definition of "Pretreatment Standard" by adding "Best Management Practices" to the definition

(44) *Pretreatment Standard* shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by the EPA or the State or the City which applies to Nondomestic Users, including prohibitive discharges outlined in Section 42-111 of this Article. Pretreatment Standards shall include Best Management Practices (BMP) defined as schedules of activities, prohibitions of practices and other management practices to implement the prohibitions listed in 40 CFR403.5(a)(1) and (b), including, but not limited to, treatment requirements, operating procedures and practices to control plant site runoff, spillage or leakage, sludge and waste disposal or drainage from raw materials storage.

40 CFR 403.3(e)

Attachment: 2021-028 ATTH 02 Summary of Amendments (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

by amending the definition of "Significant Noncompliance" where Chronic (subpart a) and Technical Review Criteria (subpart b) violations refer only to numeric limits

(57) *Significant Noncompliance* shall mean any violation or violations which meet one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) ~~the daily maximum limit or the average~~ any numeric limit for the same pollutant parameter;

b. Technical Review Criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of ~~the daily maximum or the average~~ any numeric limit multiplied by the applicable TRC (TRC = 1.4 for BOD5, TSS, fats, oil and grease and 1.2 for all other pollutants except pH);

40CFR403.8(f)(2)(viii)(A) & (B)

by amending subpart c to include numeric and narrative Pretreatment Standards or Requirements

c. Any other violation of a ~~pretreatment effluent limit (daily maximum or long term average)~~ Pretreatment Standard or Requirement as defined by Section 42-110(d)(43) and (44) the Control Authority determines has caused, alone or in combination with other discharges, interference, pass-through or has endangered the health of the POTW personnel or the general public;

40CFR403.8(f)(2)(viii)(C)

Section 42-111(b) is amended as follows:

by adding, to Prohibited Discharges, a new paragraph (27)

(27) A User shall not discharge trucked or hauled pollutants, except on a case by case basis at approved discharge locations as authorized by the Control Authority.

40CFR403.5(b)(8)

Section 42-111(f) is amended as follows:

by removing the reference to net/gross adjustments in subsection (f)(8)

~~(f)(8) A User may obtain a net/gross adjustment to a categorical standard in accordance with 40 CFR 403.15.~~

Section 42-111(h) is amended as follows:

by correcting a typographic error in the title

(h) ~~*Prevention*~~ *Protection from Accidental/Slug Discharge*

by adding a requirement to conduct an evaluation within a specific time period

(h)(2) The Control Authority shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or needs to take other specific preventative actions to control slug discharge potential within one year of being designated as a Significant User and at least once every two years thereafter.

40 CFR 403.8(f)(2)(vi)

Attachment: 2021-028 ATTH 02 Summary of Amendments (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

Section 42-113(f)(1)b. is amended as follows:

by adding specific language to subsection (v) referencing grab sampling is required, where applicable, to be in a permit

(v) Self-monitoring, sampling, and reporting requirements, including an identification of pollutants to be monitored, sampling location, sampling frequency, specific analytical methods and method detection limits, and sample type(s). Where grab sampling is specified as the required method of collection, the Permit shall specify the number of grab samples required during a twenty-four-hour sampling period. Where multiple grab samples are required the Control Authority may specify minimum time interval between each grab sample collection;

40 CFR 403.12(g)(4)

by adding a new paragraph (ix)

(ix) Requirements to control Slug Discharges, either through a Slug Discharge Control Plan or other specific preventative action, if the Control Authority determines such controls are necessary.

40 CFR 403.8(f)(1)(iii)(B)(6)

Section 42-115(a)(1)e.(v).; (a)(3)e.; (b)(2) are amended as follows:

by adding the following sentence to each cited subsection

. . . . Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

40 CFR 403.12(o)

Section 42-115(a)(3)(b)(i) is amended as follows:

by revising the sentence to read

(i) The analytical results for all representative samples collected over the applicable reporting period, expressed in mg/L or mass as may be required, of analyses for regulated pollutants;

Section 42-115(c)(1)(a) is amended as follows:

by adding new paragraph (i)

(i) This includes any changes in hazardous pollutants for which initial notification is required in accordance with 40CFR403.12(p)

40 CFR 403.12(j)

Section 42-115(c) is amended as follows:

by adding, to reporting requirements, a new paragraph (4) addressing slug discharges

(4) *Notification of New or Increased Potential for Slug Discharges.* The Nondomestic User shall immediately notify the Control Authority of any changes to the physical facility or any industrial process and other changes which may cause or increase the potential for Slug Discharge. This notification requirement includes notification by Users who have an existing Slug Discharge Control

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Plan or have conducted preventative actions previously and the existing plan or previous action does not adequately protect from accidental or slug discharges and by Users who have not previously been required to develop a Slug Discharge Control Plan.

40 CFR 403.8(f)(2)(vi)

Section 42-115(f) is amended as follows:

by updating the reference to the state regulatory authority and including additional records retention requirements

(3) Any User subject to the reporting requirements in this Article shall be required to retain, and make available upon request for inspection and copying by the Control Authority, the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality, the Arkansas Department of Environmental Quality or the EPA, all records of information obtained pursuant to any monitoring activities required by this Article, any records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements and documentation associated with enforceable Best Management Practices contained in a Pretreatment Standard for a minimum of three (3) years. This period of retention shall be automatically extended for the duration of any litigation concerning the User or the City or where the User has been specifically notified of a longer retention time by Control Authority, the ~~TNRCC~~ TCEQ, or the EPA.

40 CFR 403.12(o)

Section 42-119(c) is amended as follows:

to correct a typographic error and an incorrect citation

(6)a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such steps as deemed necessary, including immediate severance of the sewer connection or termination of water service, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Control Authority may allow the User to recommence its discharge when the user has demonstrated, to the satisfaction of the Control Authority, the period of endangerment has passed unless the ~~revocation~~ termination proceedings set forth in paragraph (c)(~~8~~ 7) of this Section are initiated against the User.

Section 42-119(d) is amended as follows:

by amending subpart (2) to specify required minimum dollar amount for civil penalties

(2) *Civil Penalties*. Any User who has violated, or continues to violate, any provision of this division, the permit or any order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the Control Authority for a civil penalty of not more than the maximum allowed under state law, but no less than $1000.^{00}$, per violation, per day, for as long as the violation continues. In case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation.

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by amending subpart (3); (3)(a); (3)(b); (3)(c) to specify the required minimum amount for criminal penalties

(3) *Criminal prosecution.* Any User who willfully or negligently violates any provision of this division, the permit or any order issued hereunder, or any other pretreatment standard or requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine in the amount up to and including the maximum allowed by state law, but no less than $1000.^{00}$ per violation. Each day on which a violation occurred, or continues to occur, shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

a. A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty up to and including, the maximum allowed by state law, but no less than $1000.^{00}$ per violation.

b. Any User who knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained, pursuant to this division or the permit or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine up to and including the maximum allowed by state law, but no less than $1000.^{00}$, per violation, per day.

40 CFR 403.8(f)(1)(vi)(A)

Section 42-119(f) is amended as follows:

by adding a paragraph to clarify affirmative defense for upsets does not apply to enforcement actions brought by the state in state court

(1)f. Subsection (f)(1)a. through (f)(1)e. shall not apply to actions brought by the State of Texas in state court.

Attachment: 2021-028 ATTH 02 Summary of Amendments (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

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: 2021-028 Goals and Perspectives (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

PUBLISH

ORDINANCE NO. 2021-028

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 42, "WATER AND SEWERS" ARTICLE III, "NONDOMESTIC WASTE", DIVISION 2, "PUBLICLY-OWNED TREATMENT WORKS", OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That Chapter 42, "Water and Sewers", Article III, "Nondomestic Waste", Division 2, "Publicly-owned Treatment Works" of the Code of Ordinances of the City of Texarkana, Texas, be amended as required by changes in federal regulations and as required by the City's Wastewater Discharge Permits policy, said amendment set forth in **ATTH 01** hereto and incorporated herein by reference for all purposes, and summarized in **ATTH 02**.

SECTION 2: That in case a section, clause or 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: That all ordinances, or parts of ordinances, in conflict herewith are specifically repealed to the extent of such conflict.

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

SECTION 5: That this ordinance shall be in full force and effect upon the later of either ten (10) days after its passage and approval or upon modification of the Approved Pretreatment Program by the Texas Commission on Environmental Quality (Approval Authority) in accordance with Federal and State laws and regulations as outlined in the Code of Federal Regulations, Chapter 1, Subchapter N, Title 40, Part 403, Section 403.18.

PASSED AND APPROVED in Regular Council Session on this the **10th day of May, 2021**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:35p.m.

Attachment: 2021-028 ORD amend to Chap 42 Water and sewers - signed (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

Attachment: 2021-028 ORD amend to Chap 42 Water and sewers - signed (2455 : 2021-028 ORD Amending Chapter 42, "Water and Sewers")

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Article III. Nondomestic Waste Section

42-110: General Provisions

(a) *Purpose & Policy*

(1) This Article sets forth uniform requirements for Users of the Publicly Owned Treatment Works (POTW), enables the City of Texarkana, Texas to comply with all applicable State and Federal laws including the Clean Water Act (33 United States Code, 1251 *et seq.),* and the General Pretreatment Regulations (Code of Federal Regulations, Title 40, Part 403) and allows the City to control miscellaneous unsewered discharges.

(2) The objectives of this Article are:

a. To prevent the introduction of pollutants into the POTW that may interfere with the operation of the POTW;

b. To prevent the introduction of pollutants into the POTW which may pass through the POTW, inadequately treated, into receiving waters or otherwise be incompatible with the POTW;

c. To protect both POTW personnel and the general public who may be affected by the wastewater and sludge from the POTW;

d. To promote reuse and recycling of wastewater and sludge from the POTW;

e. To enable the City of Texarkana, Texas to comply with its National Pollutant Discharge Elimination System (NPDES) permit conditions, sludge disposal conditions, sludge use and disposal requirements, and any other Federal or State laws to which the POTW is subject; and

f. To protect the Waters of the State within the jurisdiction of the City from the introduction of pollutants.

(b) *Applicability*

(1) This Article shall apply to all Users of the POTW and authorizes the issuance of wastewater discharge permits to Nondomestic Users; provides for monitoring, compliance and enforcement; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.

(2) On and after the adoption of this Article any person discharging or seeking approval to discharge nondomestic wastewater into the public sewers, including storm sewers, within the City of Texarkana, Texas, or within its jurisdiction or wishing to discharge transported wastes into the wastewater treatment system shall be required to comply with the requirements herein before such approval may be granted.

(c) *Administration.* Except as otherwise provided herein, the Control Authority shall administer, implement, and enforce the provisions of this Article.

(d) *Definition of Terms.* Unless a provision explicitly states otherwise, the following terms and phrases shall be defined as follows:

(1) *Act* shall mean the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 United States Code 1251, *et seq.,* 86 Stat. 816, Pub. L. 92-500.

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(2) *Approval Authority* shall mean the Director in an NPDES State with an approved State pretreatment program and the appropriate Regional Administrator in a non-NPDES State or NPDES State without an approved State pretreatment program.

(3) *Approved Analytical Procedures* shall mean analytical procedures approved for the testing of wastewater samples in accordance with Title 40 of the Code of Federal Regulations, Part 136 (40 CFR 136) and amendments thereto or any method that has been approved for analyses in accordance with the approval procedure outlined in 40 CFR 136 or those analytical procedures approved by the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality (TCEQ) as appropriate.

(4) *Authorized Representative* shall mean:

a. The responsible corporate officer if the User submitting the report is a corporation. Responsible corporate officer shall be a president, secretary, treasurer or vice president of the corporation in charge of the principal business function or any other person who performs similar policy or decision-making function for the corporation; or by the manager of one or more manufacturing, production or operation facilities ~~employing more than two hundred and fifty (250) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second quarter 1980 dollars), if~~ provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiate and direct other comprehensive measures to assure long-term compliance with environmental laws and regulations; can ensure the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

b. A general partner or proprietor if the User submitting the reports is a partnership or sole proprietorship, respectively;

c. A duly authorized representative of the individual designated in subsections (a) or (b) above if:

(i) The authorization is submitted in writing to the Control Authority by the individual described in subsection (a) or (b) above;

(ii) The authorization specifies either an individual or a position having responsibility for the overall operation of the facility from which the discharge originates, such as a plant manager, operator of a well or well field superintendent or a position of equivalent responsibility or having overall responsibility for environmental matters for the company.

d. If authorization under subsection (c) above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, or the overall responsibility for environmental matters for the company, a new authorization satisfying the requirements in subsection (c) above shall be submitted to the Control Authority prior

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to or together with the next report to be signed by an Authorized Representative.

(5) *Biochemical Oxygen Demand (BOD)* shall mean the relative quantity of oxygen required for the biochemical degradation of organic matter and the oxygen used to oxidize inorganic material such as sulfides and ferrous iron under standardized laboratory procedures (Approved Analytical Procedures), where a diluted sample is incubated for five (5) days at twenty (20) degrees Celsius and the results are expressed in milligrams per liter (mg/L).

a. *Carbonaceous Biochemical Oxygen Demand (CBOD)* shall mean a BOD_5 where a nitrification inhibitor is added to the sample prior to incubation in accordance with Approved Analytical Procedures.

(6) *Boiler Blowdown Water* shall mean the discharge of boiler recirculation water for the purpose of discharging materials contained in the water, the buildup of which would cause concentration in amounts exceeding limits established by best engineering practice.

(7) *Building Drain* shall mean that part of the lowest horizontal piping of a drainage system which receives the discharge from drainage pipes inside the walls of a building and conveys it to a building sewer.

(8) *Building Sewer* shall mean the extension from the building drain to the public sewer or other place of disposal.

(9) *Bypass* shall mean the intentional diversion of wastestreams from any portion of the User's treatment facility.

(10) *Categorical Pretreatment Standard* or *Categorical Standard* shall mean any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Act (33 U.S.C. 1317) which apply to a specific category of Users and which appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.

(11) *Categorical User* shall mean a Nondomestic User of the Texarkana POTW that is subject to Categorical Pretreatment Standards as defined above.

(12) *City* shall mean the City of Texarkana, Texas, together with all its governing and operating bodies.

(13) *Composite Sample* shall mean a sample made up of a mixture of discrete samples collected at the same sampling point at equal intervals over a twenty- four-hour period, with each interval not to exceed two hours. In a flow- proportional composite sample, the discrete portions are varied according to flow. Where flow is not continuous over a twenty-four-hour period, portions shall be collected at equal intervals over the period of discharge in a twenty-four- hour period, with each interval not to exceed two hours.

(14) *Control Authority* shall mean the Executive Director of the Texarkana Water Utilities or his duly authorized representative.

(15) *Control Mechanism* shall mean a Wastewater Discharge Permit, a No-Discharge Permit, a Consent Order, an Administrative Order, a certified letter, or other written or verbal instrument whose purpose is to limit, control or stop wastewater discharges from nondomestic sources.

(16) *Direct Discharge* or *Discharge of Pollutants* shall mean a discharge into the waterways of the State of Texas, including storm drains, natural and man-made ditches, and other outlets.

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(17) *Discharge Limitations* shall mean any restriction(s) established by this Article on the quantities, rates and/or concentrations of chemical, physical, biological, and other constituents which are discharged into the sanitary sewer system.

(18) *Domestic Wastewater* shall mean wastewater normally derived from the sanitary conveniences of single or multi-family dwellings, from office buildings or from commercial establishments, factories, and institutions which originates from toilet facilities, baths, or kitchens (provided there is no commercial preparation of foods), free from storm water, surface water, and industrial or other process wastes.

a. *Normal Domestic Wastewater* shall mean Domestic Wastewater in which the concentration of total suspended solids does not exceed 200 mg/1, the concentration of five-day carbonaceous biochemical oxygen demand does not exceed 200 mg/1 and the concentration of ammonia as nitrogen does not exceed 20 mg/L, measured by Approved Analytical Procedures.

(19) *Environmental Protection Agency* or *EPA* shall mean the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, or other duly authorized official of said agency.

(20) *Existing Source* shall mean any building, structure, facility, or installation from which there is a discharge of pollutants, the construction of which commenced prior to the publication of proposed Pretreatment Standards under Section 307(c) of the Act. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria for a new source but otherwise alters, replaces or adds to the existing process or production equipment.

(21) *Garbage* shall mean animal and vegetable wastes resulting from the handling, preparation, cooking, and serving of foods and from the handling, storage, or sale of produce; composed largely of putrescible organic matter and its natural moisture.

(22) *Grab Sample* shall mean an individual sample collected in a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes. Grab samples shall be used for pH, cyanide, total phenols, oil and grease, total petroleum hydrocarbons, sulfide, and volatile organics analyses.

(23) *Incompatible waste* shall mean wastes which cannot or should not be commingled for disposal due to differing processing, storage, and disposal requirements.

(24) *Indirect Discharge* shall mean the discharge or the introduction of pollutants into the POTW from any nondomestic source regulated under Section 307(b), (c) or (d) of the Act or this Article, including holding tank and equalization basin waste and any other nondomestic wastewater discharged into the sanitary sewer system.

(25) *Interference* shall mean a discharge which, alone or in conjunction with a discharge or discharges from other sources, both:

a. Inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use or disposal; and

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b. Is a cause of a violation of any requirement of the POTW's NPDES Permit, including an increase in the magnitude or duration of a violation or of the prevention of sewage sludge use or disposal, in compliance with any of the following statutory provisions and regulations or permits issued thereunder (or more stringent State or Local regulations):
   (i) Section 405 of the Act;
   (ii) Solid Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation Recovery Act (RCRA), and including state regulations contained in any state sludge management plan prepared pursuant to Subtitle D of the SWDA);
   (iii) Clean Air Act;
   (iv) Toxic Substances Control Act; and
   (v) Marine Protection, Research and Sanctuaries Act.

(26) *Maximum Allowable Headworks Loading* shall mean the maximum pounds of pollutant per day, established under EPA guidelines, designed to protect the POTW, to prevent pass through and interference, and to protect the POTW worker and the environment.

(27) *Medical Waste* shall mean isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes and dialysis wastes.

(28) *May* is permissive.

(29) *National Pollutant Discharge Elimination System Permit* or *NPDES Permit* shall mean an authorization, license or equivalent control document issued by the EPA or an approved state, issued pursuant to Section 402 of the Act.

(30) *New Source* shall mean any building, structure, facility or installation from which there is or may be a discharge of pollutants, the construction from which commenced after the publication of proposed Pretreatment Standards under Section 307(c) of the Act which will be applicable to such source if Pretreatment Standards are thereafter promulgated in accordance with that Section, provided that:
   a. The building, structure, facility, or installation is constructed at a site on which no other source is located; or
   b. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an existing source; or
   c. The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an existing source at the site. Factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the existing source shall be considered in determining whether the source is substantially independent.
   d. Construction on a site at which an existing source is located results in a modification rather than a new source if the construction does not create a new building, structure, facility or installation meeting the criteria in Subsections (30)b. or c. but otherwise alters, replaces or adds to existing process or production equipment.

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e. Construction of a new source has commenced if the owner or operator has:

(i) Begun or caused to begin as part of a continuous on-site construction program:

1. Any placement, assembly, or installation of facilities or equipment; or

2. Significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which are necessary for the placement, assembly, or installation or new source facilities or equipment; or

(ii) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this definition.

(31) *Noncontact Cooling Water* shall mean water used for cooling which does not come into direct contact with any raw material, intermediate product, waste product, or finished product. Noncontact cooling water shall be considered a dilution wastestream for use in the Combined Wastestream Formula.

(32) *Nondomestic User* or *Industrial User* shall mean a source of Indirect Discharge which does not constitute a Discharge of Pollutants (Direct Discharge) under regulations issued pursuant to Section 402 of the Act; any person who discharges or causes a discharge of nondomestic wastewater into the sanitary sewer system.

(33) *Nondomestic Wastewater* shall mean all wastewater resulting from any industrial, commercial, manufacturing, food preparation or food processing operation or from development of any natural resource, or any mixture of these with water or domestic wastewater, as distinct from domestic wastewater.

(34) *Outlet* shall mean any point of discharge into a watercourse or channel, natural or manmade, in which a flow of water occurs continuously or intermittently, and any pond, ditch, lake, or other body of surface or ground water.

(35) *Owner* or *Operator* shall mean the owner or operator of any facility or activity subject to regulation under this Article and any person or persons who possess any interest in the structure or property to which such ownership relates.

(36) *Pass Through* shall mean a discharge which exits the POTW into waters of the United States in quantities or concentrations which alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the POTW's NPDES Permit, including an increase in the magnitude or duration of a violation.

(37) *Person* shall mean any and all persons, natural or artificial, including any individual, partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity or any other legal entity; or its legal representatives, agents, or assigns. This definition includes all federal, state, and local government entities.

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(38) *pH* shall mean a measurement of the hydrogen-ion concentration in solution, expressed as the logarithm (base ten) of the reciprocal of the hydrogen-ion concentration in gram moles per liter of solution, measured in accordance with approved analytical procedures; a measure of the acidity or alkalinity of a solution, expressed in Standard Units (S.U.).

(39) *Plumbing Inspector* shall mean any individual official, board, department, or agency established and authorized by the state, county, city, or other political subdivision created by law to administer and enforce the provisions of the plumbing code as adopted or amended.

(40) *Pollutant* shall mean dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).

(41) *Pollution Control Inspector* shall mean ~~the Technical Supervisor, Chief Pollution Control Technician, Pollution Control Technician, or other~~ any employee of the Texarkana Water Utilities designated by the Control Authority to administer and enforce this Article.

(42) *Pretreatment* shall mean the treatment of a waste before discharge into a POTW or outlet, to remove or to neutralize substances injurious to the sewers and subsequent treatment processes or to affect a partial reduction in load on the treatment process. Pretreatment may be by physical, chemical, or biological processes, process changes or by other means, except as prohibited by 40 CFR 403.6(d) and by the terms of this Article.

(43) *Pretreatment Requirements* shall mean any substantive or procedural requirement related to pretreatment, other than a Pretreatment Standard, imposed on any Nondomestic User and any substantive or procedural requirement imposed on any Nondomestic User by the Control Authority in order to regulate the User's wastewater under the provisions of this Article.

(44) *Pretreatment Standard* shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by the EPA or the State or the City which applies to Nondomestic Users, including prohibitive discharges outlined in Section 42-111 of this Article. Pretreatment Standards shall include Best Management Practices (BMP) defined as schedules of activities, prohibitions of practices and other management practices to implement the prohibitions listed in 40 CFR 403.5(a)(l) and (b), including, but not limited to, treatment requirements, operating procedures and practices to control plant site runoff, spillage or leakage, sludge and waste disposal or drainage from raw materials storage.

(45) *Process Wastewater* shall mean any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, by-product, or waste product. Process wastewater excludes domestic, noncontact cooling, and boiler blowdown wastewaters.

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(46) *Prohibited Discharge Standards* or *Prohibited Discharges* shall mean absolute prohibitions against the discharge of certain substances as outlined in this Article.

(47) *Properly Shredded Garbage* shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under flow conditions normally prevailing in public sewers, with no particle greater than one-half (½) inch in diameter.

(48) *Public Sewer* shall mean a sewer in which all owners of abutting property have substantially equal right, and which is controlled by the City.

(49) *Publicly Owned Treatment Works* or *POTW* shall mean a treatment works as defined by Section 212 of the Act which is owned by the City. This definition shall include:

a. Any devices and systems used in storage, treatment, recycling, and reclamation of municipal wastewater or liquid industrial wastes;

b. Sewers, pipes, and other appurtenances used in the transportation of wastewater to the treatment plant portion of the POTW;

c. The municipality as defined in Section 502(4) of the Act, which has jurisdiction over the indirect discharges to and the discharges from such a treatment works; and

d. Any sewers that convey wastewaters to the POTW from persons outside the City who are, by contract or agreement, users of the POTW.

(50) *POTW Treatment Plant* shall mean the portion of the POTW which is designed to provide treatment (including recycling and reclamation) of municipal wastewater and industrial wastes.

(51) *Sanitary Sewer* shall mean a sewer in which liquid and waterborne wastes from residences, commercial buildings, industrial plants, and institutions are carried and to which storm, surface, and ground waters are not intentionally admitted.

(52) *Septic Tank Waste* shall mean any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.

(53) *Severe Property Damage* shall mean substantial physical damage to property, damage to the treatment facility which causes it to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass. Severe property damage shall not include economic loss caused by delays in production.

(54) *Sewer* shall mean a pipe or conduit and appurtenances for the collection, transport, or pumping of wastewater.

(55) *Shall* is mandatory.

(56) *Significant Industrial User* shall mean any Nondomestic User of the City's wastewater disposal system who:

a. Is subject to Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter 1, Subchapter N;

b. Discharges an average of 25,000 gallons or more of process wastewater to the POTW (excluding sanitary, noncontact cooling, and boiler blowdown wastewaters) per workday;

c. Contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic (BOD_5, TSS, etc.) design capacity of the POTW treatment plant;

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d. Has a reasonable potential, in the opinion of the Control Authority, to adversely affect the POTW treatment plant's operation (inhibition, pass through of pollutants , sludge contamination, or endangerment of POTW workers, etc.) or for violating any Pretreatment Standard or Requirement; or

e. Is found by the Control Authority to have a significant impact, either singly or in combination with other contributing industries, on the POTW, the wastewater treatment system, the quality of sludge, the system's effluent quality or air emissions generated by the system, or may pose a health/welfare hazard to the POTW workers or the public or may injure the environment.

(57) *Significant Noncompliance* shall mean any violation or violations which meet one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) ~~the daily maximum limit or the average~~ any numeric limit for the same pollutant parameter;

b. Technical Review Criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of ~~the daily maximum or the average~~ any numeric limit multiplied by the applicable TRC (TRC = 1.4 for BOD_5, TSS, fats, oil and grease and 1.2 for all other pollutants except pH);

c. Any other violation of a ~~pretreatment effluent limit (daily maximum or longer term average)~~ Pretreatment Standard or Requirement as defined by Section 42-110(d)(43) and (44) the Control Authority determines has caused, alone or in combination with other discharges, interference, pass-through or has endangered the health of the POTW personnel or the general public;

d. Any discharge of a pollutant or pollutants that has caused an imminent endangerment to human health or welfare or to the environment or has resulted in the POTW's exercise of its emergency authority to halt or prevent such discharge;

e. Failure to meet, within 90 days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction or attaining final compliance;

f. Failure to provide, within 30 days after the due date, required reports including, but not limited to, baseline monitoring reports, 90-day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;

g. Failure to accurately report noncompliance;

h. Any other violation or group of violations the Control Authority determines will adversely affect the operation or implementation of the local pretreatment program; or

i. the current definition accepted by Region VI of the EPA.

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(58) *Sludge* shall mean the accumulated solids separated from liquids, such as water and wastewater, during processing and any solid material containing large amounts of entrained water collected during water or wastewater treatment. This definition shall include settled solids resulting from chemical treatment, coagulation, flocculation, sedimentation, flotation, or biological oxidation of water and wastewater and materials removed from septic tanks.

(59) *Slug Load* shall mean any discharge of a nonroutine, episodic nature, including but not limited to an accidental spill or a noncustomary batch discharge or any discharge which could cause a violation of the prohibited standards in Section 42-111 of this Article.

(60) *Storm Sewer* shall mean a pipe or other conveyance which carries storm and surface water, street wash, and other wash waters or drainage, but excludes domestic and nondomestic wastewater.

(61) *Storm Water* shall mean any flow occurring during or following any form of precipitation and resulting from such precipitation, including snowmelt.

(62) *Stormwater Runoff* shall mean that portion of the rainfall which is normally drained into the storm sewers or finds its way to natural or manmade drainage channels.

(63) *Surcharge* shall mean the charge in addition to the published sewer use rate designed to recover costs, incurred during the treatment of Nondomestic Wastewater, above the standard rate. The basis for surcharge on industrial wastes is a capital and operating cost for suspended solids, oxygen demand, and ammonia exceeding the concentration and loads established by this Article or upon which the published water and sewer rates are based.

(64) *Texarkana Water Utilities* or *TWU* shall mean the bi-city water and wastewater utility department of the Cities of Texarkana, Arkansas and Texarkana, Texas that functions operationally for both cities while maintaining financial functions, including revenues and expenditures, separate and apart. The Utilities is managed by an Executive Director who answers directly to the city managers of both the Texarkana.

(65) *Total Suspended Solids* or *TSS* shall mean the solid materials which will be retained on a glass fiber filter (Whatman grade 934AH or equivalent) when filtered under vacuum and dried in a laboratory oven at 103° - 105° Celsius according to Approved Analytical Procedures.

(66) *Toxic Pollutants* shall mean any pollutant or combination of pollutants listed in regulations promulgated by the EPA under the provisions of the Act, Section 307(a), or other Acts.

(67) *Unpolluted water* or *Unpolluted drainage* shall mean any water or waste containing none of the following:

a. free or emulsified grease or oil;
b. acid or alkali;
c. phenols or other substances imparting taste or odor in receiving waters;
d. toxic or poisonous substances in suspension, colloidal state or solution;
e. noxious or odorous gases;
f. total suspended solids and/or five-day biochemical oxygen demandin concentrations greater than ten (10) mg/L; or
g. color in excess of 150 Jackson Turbidity Units.

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(68) *Upset* shall mean an exceptional incident in which there is unintentional and temporary noncompliance with Categorical Pretreatment Standards because of factors beyond the reasonable control of the User. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

(69) *User* shall mean any person who contributes or causes or permits the contribution of wastewater into the City's POTW.

(70) *Waste Disposer* or *Disposer* shall mean the POTW which accepts liquid transported waste for treatment and disposal through the POTW treatment plant.

(71) *Waste Generator* or *Generator* shall mean any person, by site, whose act or process produces waste regulated under this Article or whose first act causes a waste to become subject to regulation.

(72) *Waste Transporter* or *Transporter* shall mean the owner or operator of a truck or other vehicle used for delivery of wastes to the POTW other than via the sanitary sewer collection system.

(73) *Wastewater* shall mean liquid and water-carried wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Section 42-111: General Sewer Use Requirements

(a) *Applicability.* Unless otherwise stated herein, this Section shall apply to all Users of the City's POTW whether or not the User is subject to National Categorical Pretreatment Standards or any other Federal, State or Local Pretreatment Standards or Requirements or whether such User has been issued a Wastewater Discharge Permit.

(b) *Prohibited Discharges*

(1) In cases where the character or volume of the wastewater from a manufacturing, commercial or industrial facility or other premises is such that it will damage the system or cannot be treated satisfactorily in the system or violates this Article in any manner, the Control Authority shall have the right to require disposal of such waste otherwise and prevent it from entering the sanitary sewer system.

(2) A User shall not discharge or cause to be discharged into the sanitary sewer any storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, condensate, deionized water, noncontact cooling water, yard drainage, yard fountain drainage, lawn spray waters or pond water, and unpolluted wastewater unless specifically authorized by the Control Authority.

a. Storm water, surface water, ground water, artisan well water, roof runoff, subsurface drainage, yard drainage, lawn spray waters, and pond water shall be discharged to such sewers as are specifically designed as storm sewers or into a natural outlet;

b. Unpolluted process water, swimming pool drainage, condensate, deionized water, noncontact cooling water, yard fountain drainage, and other unpolluted wastewater may be discharged into the sanitary sewer system upon prior written consent of the Control Authority. The specific maximum flow rate of such waters shall be determined by the Control Authority on a

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case-by-case basis. The Control Authority may specify at what times such wastewater may be discharged. These types of wastewaters may be discharged to storm sewers or natural outlets provided such discharges have been permitted by the appropriate State and/or Federal agency and the Control Authority have been made aware of such discharges as provided by this Article

c. When unpolluted wastewater is mixed with a regulated wastestream, the User shall meet an adjusted limit calculated according to the Combined Wastestream Formula.

(3) A User shall not discharge or cause to be discharged any pollutant which will cause interference or pass through.

(4) User shall not discharge pollutants which, by reason of their nature or quantity, either alone or by interaction with other substances, are, or may be, sufficient to create fire or explosion hazard or injure, in any way, the POTW and its operation.

a. Prohibited wastestreams shall include, but are not limited to, any wastestream with a closed-cup flashpoint of less than 60 degrees Celsius (140 degrees Fahrenheit) using the test methods specified in 40 CFR 261.21.

b. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylene, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides, sulfides, and other substances which are or may be a fire hazard or other hazard to the sanitary sewer system.

(5) A User shall not discharge pollutants having corrosive properties capable of damaging the collection or treatment structures, equipment, POTW personnel, or the environment.

(6) A User shall not discharge any solid or viscous substances which may cause an obstruction to the flow in the sewers or in any way interfere with the collection and treatment processes. In no case shall solids greater than one-half inch (½") be discharge to the POTW.

a. Prohibited materials include, but are not limited to ashes, wax, paraffin, cinders, sand, mud, straw, wood shavings, sawdust, bone, paunch manure, hair, hides, fleshings, entrails, whole blood, feathers, lime slurries, beer or distillery slops, grain processing wastes, grinding compounds and residues from grinding operations, acetylene generation sludge, chemical residues, acid residues, plastics, rubber, tar, asphalt residues, and food processing bulk solids.

(7) A User shall not discharge any pollutant, including oxygen-demanding pollutants released at a flow rate or pollutant concentration which, alone or by interaction with other pollutants, may cause interference with the POTW.

(8) A User shall not discharge any wastestream at temperatures which may inhibit biological activity in the POTW resulting in interference of the normal processes.

a. A wastestream at the discharge point shall not have a temperature greater than 65 degrees Celsius (149 degrees Fahrenheit).

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b. In no case shall a discharge raise the temperature at the POTW Treatment Plant above 40 degrees Celsius (104 degrees Fahrenheit) measured at the influent of the POTW Treatment Plant.

(9) A User shall not discharge petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts which may cause Interference or Pass Through or may otherwise violate the provisions of this Article.

(10) A User shall not discharge any pollutants which may result in toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety risks, any noxious or malodorous liquids, or any solids or gases which, alone or by interaction with other wastes, are sufficient to create a public nuisance or a hazard to life or to prevent entry into the sewers for maintenance or repairs.

(11) No person shall discharge any substance into any manhole, sewer cleanout, or other opening in the POTW collection system.

(12) A User shall not discharge any wastewater containing toxic pollutants which may, either singly or by interaction with other wastes, injure or interfere with any wastewater treatment process, constitute a hazard to human, animal or aquatic life, create a toxic effect in the receiving waters of the POTW, or exceed the limitations set forth in a Categorical Pretreatment Standard or this Article.

(13) A User shall not discharge any garbage which has not been properly shredded to a degree that all particles are freely carried under normal flow conditions in the POTW collection system, with no particle having a dimension greater than one-half (½) inch.

(14) A User shall not discharge any substance which may, alone or by interaction with other wastes, cause the POTW to violate its NPDES Permit or worsen or prolong any occurring violation.

(15) A User shall not discharge any substance which may cause the POTW's effluent or any other products of the POTW such as residuals, sludges, or scums to be unsuitable for reclamation and reuse or which may interfere with the reclamation process. In no case shall a substance be discharged to the POTW which may cause the POTW to be in noncompliance with sludge use or disposal criteria, guidelines, or regulations developed under Section 405 of the Act, any criteria, guidelines or regulations affecting sludge use or disposal developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or Texas State criteria applicable to the sludge management method being used.

(16) A User shall not discharge any wastewater which imparts color not removed by the treatment process, such as, but not limited to, dye wastes, and vegetable canning solutions, which consequently imparts color in the treatment plant's effluent.

(17) A User shall not discharge any wastewater containing materials which exert or cause unusual concentrations of solids or composition; as, for example, unusual concentrations of inert suspended solids such as, but not limited to, fuller's earth, lime slurries and lime residues, or unusual concentrations of dissolved solids such as, but not limited to, sodium chloride, calcium chloride, and sodium sulfate.

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(18) A User shall not discharge any sludges, screenings, or other residues from the pretreatment of domestic or nondomestic wastes.

(19) A User shall not discharge any septic tank sludge, except such sludge may be discharged by Permitted transporters into selected treatment facilities only at locations designated for this purpose and under the direction of an on-duty POTW Treatment Plant operator.

(20) A User shall not discharge any wastewater which causes or may cause a hazard to human or aquatic life or the environment or creates or may create a public nuisance.

(21) A User shall not discharge any radioactivity as radium 226 greater than 3 ppc/L or strontium 90 greater than 10 ppc/L or other radioactive wastes except in compliance with applicable State and Federal regulations. In the known absence of strontium 90 and alpha emitters, the concentration shall not be greater than 1000 ppc/L.

(22) A User shall not discharge any wastewater containing excessive amounts of fats, oils, and grease which may, alone or in combination with other wastes, cause obstruction of the flow in the POTW collection system.

(23) A User shall not discharge any detergents, surface-active agents, or any other substances which may cause excessive foaming in the POTW.

(24) A User shall not discharge any wastewater which causes two readings on an explosion hazard meter at the point of discharge into the POTW, or at any point in the POTW, of more than 5%, or any single reading over 10% of the Lower Explosion Limit of the meter.

(25) A User shall not discharge any medical wastes except as specifically authorized by the Control Authority in a Wastewater Discharge Permit.

(26) No person shall discharge or cause to be discharged any pesticide, herbicide, or fungicide, such as, but not limited to, chlordane, heptachlor, aldrin, dieldrin, DDT, DDD, or DDE, or any other toxic, poisonous, or other substance that may injure or interfere with the normal treatment processes or may constitute a hazard to human, animal, or plant life, including aquatic organisms or create any toxicity or other hazards in the POTW's receiving stream.

(27) A User shall not discharge any trucked or hauled pollutants, except on a case by case basis at approved discharge locations as authorized by the Control Authority.

(c) *Specific Pollutant Limitations*

(1) No person shall discharge or cause to be discharged to the POTW any wastewater containing pollutant concentrations in excess of the specific limitations set forth in this Section.

(2) The following pollutant limits are established to protect against Pass Through and Interference and to allow appropriate recycling and reuse. No person shall discharge or cause to be discharged to the POTW any wastewater containing pollutants in excess of the following Maximum Allowable Discharge Limits except as provided herein:

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Pollutant	Daily Maximum Concentration (mg/L)	
	South Regional WWTP	Waggoner Creek WWTP
Ammonia as Nitrogen	250	250
Arsenic (T)	0.248	0.201
Biochemical Oxygen Demand (Carbonaceous)	1500	1500
Cadmium (T)	0.069	0.105
Chemical Oxygen Demand	3750	3750
Chromium (T)	7.820	3.417
Copper (T)	1.158	1.547
Cyanide (T)	0.172	1.252
Lead (T)	0.718	0.842
Mercury (T)	0.0008	0.0678
Molybdenum (T)	0.821	0.821
Oil & Grease (T)	100	100
Nickel (T)	0.920	2.057
Phenol	50	50
Total Petroleum Hydrocarbons	20	20
Total Suspended Solids	1500	1500
Selenium (T)	0.143	0.143
Silver (T)	0.111	0.315
Zinc (T)	3.605	3.121

(3) A User may petition the Control Authority for a variance from a specific discharge limitation listed in Subsection (c)(2) above.

a. The Control Authority may grant a variance to a User discharging into the sanitary sewer system when there is sufficient evidence that allowing such a variance will not result in an unpermitted discharge from the POTW Treatment Plant, will not adversely affect the treatment of wastewater or the operation of the sanitary sewer system, and will not be in violation of any applicable law or regulation.

(i) The Control Authority shall not grant a variance which exceeds a Federal Categorical Standard.

(ii) The Control Authority shall not grant a variance to any User which would cause the POTW's influent to equal or exceed 80% of the technically based maximum allowable headworks loading.

(iii) A variance may be revoked at any time at the discretion of the Control Authority.

b. The Control Authority may grant a variance to any permitted User not to exceed the following limits. This variance may be revoked by the Control Authority without notice when it has reason to believe the maximum allowable headworks loading has been or may be exceeded for that pollutant or when additional industrial users are added to the POTW:

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Pollutant	Daily Maximum Concentration (mg/L)	
	South Regional WWTP	Waggoner Creek WWTP
Arsenic (T)	4.219	*N/A*
Cadmium (T)	1.630	0.217
Chromium (T)	15.641	3.514
Copper (T)	2.317	3.182
Cyanide (T)	4.021	1.287
Lead (T)	2.646	1.731
Mercury (T)	0.0029	*N/A*
Molybdenum (T)	1.661	1.661
Nickel (T)	1.840	4.231
Silver	0.154	0.648
Zinc (T)	7.210	3.209

b. The maximum allowable headworks loading established for the purpose of this Subsection are:

Pollutant	Pounds Per Day	
	South Regional WWTP	Waggoner Creek WWTP
Arsenic (T)	1.3606	*N/A*
Cadmium (T)	0.3825	0.0627
Chromium (T)	48.8521	2.0234
Copper (T)	6.3496	0.9165
Cyanide (T)	0.9434	0.7414
Lead (T)	3.9353	0.4986
Mercury (T)	0.0046	*N/A*
Molybdenum (T)	4.4987	4.4987 [(1)]
Nickel (T)	5.0437	1.2185
Silver	0.6099	0.1866
Zinc (T)	19.7542	1.8481

[(1)] at the South Regional Wastewater Treatment Plant

(4) No person shall discharge or cause to be discharged any wastewater having a pH less than 5.5 S.U. nor greater than 10.5 S.U.

(d) *Prohibition of Dilution as Substitute for Treatment*

(1) No User shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitute for adequate pretreatment to achieve compliance with any Pretreatment Standard or Requirement or any other requirement developed by the EPA, the State, or the City unless expressly authorized by an applicable Categorical Pretreatment Standard. The Control Authority may impose mass limits on any User where it is known or suspected that the User may use dilution to meet applicable Pretreatment Standards or Requirements or where diluting the discharge is unavoidable.

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(e) *Right of Revision*

(1) The Control Authority shall reserve the right to establish, by Article or in Wastewater Discharge Permits, more stringent standards or requirements on discharges to the POTW.

a. In cases where the Control Authority deems it necessary to impose more stringent limitations than the National and/or Local Standard or the Control Authority deems it necessary to impose limitations on the flow amount or rate or on the nature of the waste for reasons of protection of the POTW sewer system or treatment plant, a reasonable limitation may be imposed.

(f) *National (Categorical) Pretreatment Standards*

(1) The Categorical Pretreatment Standards found in the Code of Federal Regulations, Title 40, Chapter I, Subchapter N, Parts 405 through 471 are hereby incorporated.

(2) Any User for which National Pretreatment Standards specifying quantities or concentrations of pollutants which may be discharged to a POTW by existing and new Users in specific industrial subcategories are established shall be deemed a Significant Industrial User and the appropriate limitations applied. A User subject to such limitations shall be required to obtain a Wastewater Discharge Permit.

(3) When a wastestream subject to a Categorical Pretreatment Standard is mixed with wastestreams not regulated by the same Standard (is a mixture of more than one regulated wastestream, of regulated and unregulated wastestreams, or of regulated and dilution wastestreams, or where no discrete sampling point is available), the Control Authority shall impose an alternate limit using the Combined Wastestream Formula in 40 CFR403.6(e).

(4) The Wastewater Discharge Permit for a Categorical User shall minimally include applicable National Categorical Pretreatment Standards for new or existing sources, whichever is applicable, set forth in 40 CFR, Subchapter N, Parts 401 through 471. The National Standards shall be in addition to the general prohibitions established in this Article and in 40 CFR 403.

(5) In cases where a National Categorical Standard for a particular subcategory is established under the National Pretreatment Program and under this Article, the allowable discharge limitation shall be the concentration or mass which is more stringent.

(6) In cases where pollutants are or may be contained in the wastewater from a Categorical User and the pollutants are not regulated under the Categorical Standard, the Control Authority may regulate those pollutants in addition to the pollutants regulated by the Categorical Standard.

(7) A User may obtain a variance from the Categorical Pretreatment Standard if the User can prove, pursuant to the procedural and substantive provisions in 40 CFR 403.13, that factors relating to its discharge are fundamentally different from the factors considered by the EPA when developing the Categorical Standard. A

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User requesting a fundamentally different factor variance shall comply with the procedural and substantive provisions in 40 CFR 403.13.

~~(8) A User may obtain a net/gross adjustment to a Categorical Standard in accordance with 40 CFR 403.15.~~

(g) *Alternate Mass or Concentration Limitations*

(1) The Control Authority may impose mass limitations, in addition to or in place of the concentration limits in Subsection (C)(2) of this Section, on any User, especially to prevent the employment of dilution in order to comply with the provisions of this Article.

(2) Where the limitations in a Categorical Standard are expressed only in terms of mass of pollutants per unit of production, the Control Authority may convert the limits to equivalent limits expressed either as mass of pollutant per day or per specific discharge amount (i.e. per gallon or batch) or as effluent concentration.

a. Equivalent mass shall be calculated by multiplying the limitation by average rate of production;

b. Equivalent concentration shall be calculated by multiplying the limitation by the average rate of production, then dividing by the average daily flow rate from the regulated process.

(h) ~~*Prevention*~~ *Protection from Accidental/Slug Discharge*

(1) Pollutants, substances, or wastewater prohibited by this Article shall not be processed or stored in a manner which could result in a discharge of such pollutants, substances, or wastewater to the POTW.

(2) The Control Authority shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or needs to take other specific preventative actions to control slug discharge potential within one year of being designated as a Significant User and at least once every two years thereafter.

(3) The Control Authority may require any User to develop a detailed written accidental discharge/slug control plan outlining facilities and operating procedures to provide spill and accidental discharge protection. This plan shall be submitted to the Control Authority for approval and shall be implemented by the User upon acceptance by the Control Authority. The plan shall contain, at a minimum, the following:

a. A description of discharge practices including nonroutine batch discharges;

b. A description of stored chemicals;

c. Procedures to prevent adverse impact from any accidental or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and measures and equipment for emergency response; and

d. Procedures for immediate notification of the facility's Authorized Representative and the Control Authority in the event of an accidental or slug discharge.

(i) These procedures shall be posted in a conspicuous place in the workplace.

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(ii) Employers shall ensure all employees who may cause such a discharge to occur are advised of the emergency notification procedures.

(4) If, in the opinion of the Control Authority, the facilities or procedures are not adequate to prevent accidental discharge or if an accidental discharge occurs while a plan is in effect, the Control Authority shall require additional facilities or procedures to prevent occurrence or recurrence. Alternately, the Control Authority may develop such a plan for the User.

(i) *Procedures in Case of Accidental Discharge*

(1) In case an accidental or slug discharge to the POTW occurs, the User shall immediately telephone and notify the Control Authority of the incident.

a. Notification to the Control Authority of an accidental discharge shall include:

(i) Name and address of the facility;
(ii) Name of person responsible for operation of the facility (a contact person for the Control Authority);
(iii) Location of the discharge;
(iv) Time the discharge began and duration of the discharge;
(v) Type of wastes being discharged;
(vi) Cause of the discharge;
(vii) Concentration and volume of the waste;
(viii) Corrective action taken; and
(ix) Whether or not the discharge has been discontinued.

(2) Within five (5) days following an accidental or slug discharge, the User shall submit a detailed written report describing the cause(s) of the discharge, all information required in Subsection (i)(l) above, and the measures to be taken by the User to prevent similar future occurrences.

(3) Such notification shall not relieve the User of responsibility for expense, loss, damage, or other liability which may be incurred by the POTW as a result of the discharge, including, but not limited to costs of response personnel and equipment and supplies, injury to person, and damage to property.

(4) Such notification shall not relieve the User of any fines, civil penalties, or other liabilities which may be imposed by this Article.

(j) *Storage of Hazardous/dangerous Materials*

(1) The storage of any material in areas served by public sewers or in areas draining into the City's sewer which, because of discharge or leakage from such storage, may create an explosion hazard in POTW or in any other way have a deleterious effect upon the POTW or the treatment processes or constitute a hazard to human, animal, or plant life or the receiving stream shall be subject to review by the Control Authority, who may, at his discretion, require reasonable safeguards to prevent discharge or leakage of such materials into the sewers.

(2) No hazardous or dangerous materials, including, but not limited to, paints, solvents, boiler treatment chemicals, sludges, and hazardous wastes, shall be stored in proximity to a floor drain or other sewer access. Containers of such materials shall be clearly labeled and stored in a place where the materials, in case of leakage or rupture of the container, cannot enter the sanitary sewer system.

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(3) Where containers of treatment chemicals which are manually or automatically pumped into a system must be maintained in proximity of a floor drain, a physical containment shall be installed that is adequate to contain at least 120% of the maximum volume of the container.

(4) Any facility, including manufacturing, warehousing, distribution, commercial, private, and retail facilities having underground storage of materials shall, upon request by the Control Authority, provide documentation the underground storage meets all applicable Federal, State, and Local regulations.

(k) *Pretreatment of Wastes Discharged to The SanitarySewer*

(1) In cases where waters or wastes are discharged or are proposed to be discharged into the sanitary sewer system which contain the substances or possess the characteristics enumerated in this Article or which may have a deleterious effect upon the POTW, its processes, equipment, or receiving waters or the environment, or which otherwise create or may create a hazard to life or constitutes a public nuisance, the Control Authority may reject the wastes or require pretreatment as necessary to comply with this Article. The User shall achieve compliance with all Categorical Pretreatment Standards, local limits, and prohibitions set forth in the Article within the time limits specified by the EPA, the State, or the Control Authority, whichever is morestringent.

(2) Where pretreatment or flow equalization facilities are provided for any waters or wastes, these facilities shall be maintained in satisfactory and effective operation by the owner at his expense.

(3) Whenever deemed necessary, the Control Authority may require any User to restrict its discharge during peak flow periods, may designate certain wastewater be discharged only into specific sewers, may require relocation or consolidation of points of discharge, may require separation of domestic wastestreams from nondomestic wastestreams, or may impose other conditions necessary to protect the POTW or to determine the User's compliance with the requirements of this Article.

a. Appropriate pretreatment technology shall include control equipment such as equalization tanks or facilities for the protection against surges or slug loads that might interfere with or otherwise be incompatible with the POTW.

b. The Control Authority may require any person discharging into the POTW to install and maintain, on his property and at his expense, a suitable storage and flow-control facility to ensure equalization of flow. The design and installation of the facility and equipment shall be reviewed and approved by the Control Authority before such facilities are constructed. A wastewater discharge permit may be issued solely for flow equalization.

(4) Where wastewater from a regulated process is mixed in an equalization facility with unregulated wastewater or with wastewater from another regulated process, the effluent from the equalization facility shall meet an adjusted pretreatment limit calculated in accordance with the Combined Wastestream Formula found in 40 CFR 403.6(e).

(5) In no case shall a discharge be allowed with characteristics that exceed a Categorical Pretreatment Standard nor shall dilution or other methods for circumventing pretreatment be allowed.

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(6) The installation and operation of a garbage grinder equipped with a three-quarter (3/4) horse-power or greater motor shall be subject to review and approval by the Control Authority.

(7) Grease, oil, and sand traps, catch basins, interceptors, or hold-haul tanks shall be provided for the proper handling of wastes containing grease, sand, and other harmful ingredients. Interceptors are not required for private living quarters or dwellings.

a. Any establishment not specifically exempted by this or other Article which prepares food for on- or off-site consumption shall be equipped with an adequately sized grease trap.

b. Vehicle wash facilities, wash bays in service stations, and similar installations shall be equipped with grease, oil, and sand traps and shall discharge to the sanitary sewer. These facilities shall be protected from rainwater runoff. Drainage from areas exposed to rainwater runoff shall not be discharged to the sanitary sewer.

c. Work areas of machine shops or of any facility or part of a facility which manufactures, rebuilds, repairs, overhauls, or maintains motors, transmissions, hydraulic systems, or similar machinery and areas where fluids are changed shall not have any floor drains or other devices where wastewater or other wastes may be discharged into the sanitary sewer.

(i) Areas such as described above shall be physically separated from any area that drains to the sanitary sewer.

(ii) Drainage from areas such as described above shall go to a hold- haul tank. Hold-haul tanks shall be equipped to prevent leakage, spills, and splashing during operation and cleaning.

(iii) Floor cleaning wash water from areas such as described above shall be excluded from the sanitary sewer except where pretreated to within the specifications of this Article.

(iv) Disposal records shall be maintained for materials removed from hold-haul tanks. Such records shall be made available to the Control Authority for inspection and copying upon request.

d. Grease, oil, and sand traps, catch basins, interceptors, and hold-haul tanks shall be constructed and maintained in accordance with the provisions outlined in the Texarkana, Texas Code of Articles.

(8) Steam cleaning and chemical cleaning facilities shall not discharge to the sanitary sewer unless a facility or process is provided that will consistently produce an effluent that is in compliance with this Article, particularly in regard to grease, oils, organics, and other chemicals.

(9) Users with the potential to discharge flammable substances may be required to install and maintain an approved combustible gas detection meter at their expense.

(l) *Control Equipment*

(1) The Control Authority may require a Nondomestic User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by User at its own expense. All devices used to measure wastewater flow shall be periodically calibrated to assure accuracy of measurement, but not less than once per year. Other monitoring equipment shall be calibrated in accordance with the manufacturer's schedule to assure accuracy of measurements.

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(2) The Control Authority may require any Nondomestic User to install a suitable control manhole in the building sewer to facilitate observation, sampling, and measurement of the wastes and flows. Such manholes shall be readily accessible to the Control Authority at any time.

a. Control manholes shall be easily accessible and safely located and shall be constructed in accordance with plans approved by the Control Authority. Such manholes shall be inspected by the Control Authority prior to use.

b. Control manholes shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

c. Control manholes shall be constructed to exclude entry and exit of waters not discharged through the building sewer, i.e. to prevent infiltration/inflow and exfiltration/exflow.

(m) *Monitoring Requirements*

(1) Where required by any Permit or Order or otherwise ordered by the Control Authority, the Nondomestic User shall obtain representative samples of the facility's wastewater discharge or proposed discharge for analysis. Specified analyses shall be conducted no less frequently than as outlined in the Permit or Order or other document issued by the Control Authority.

a. For the purpose of this subsection, "representative sample" shall mean a twenty-four-hour composite sample consisting of at least twelve (12) parts where the discharge is continuous. Where the discharge is not continuous, the sample shall be representative of all discharges occurring in a twenty-four-hour period.

(i) Facilities allowed to composite for less than 24 hours, i.e., discharge does not occur 24 hours per day, shall composite a minimum of four (4) parts collected at equal intervals over the discharge time of a twenty-four-hour period, with the intervals not to exceed two hours.

(ii) Portions shall be composited according to flow where feasible. The Control Authority may waive flow-proportional composite sampling for any User that demonstrates flow-proportional compositing is not feasible. In such cases, samples may be obtained through time-proportional composite sampling techniques or through a minimum of four (4) grab samples where the User demonstrates this will provide a representative sample of the effluent being discharged.

(iii) Grab samples shall be collected for pH, cyanide, total phenols, oil and grease, total petroleum hydrocarbons, sulfide and volatile organics analyses.

b. Specific pollutants for which to analyze shall be determined by the Control Authority. The basis for the determination of pollutants of concern shall include the type of wastes being discharged or proposed for discharge, the nature of the process generating the wastes, materials and chemicals used in the process, the type of facility from which the discharge originates, and other methods normally used in the determination of pollutants expected present in wastewater.

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c. A qualified testing laboratory who adequately demonstrates acceptable quality control/quality assurance shall be employed to conduct analyses. This may be demonstrated through a state, professional or federal program or association.

d. Analyses may be conducted by qualified persons on-site with prior written approval of the Control Authority. On-site laboratories conducting monitoring for compliance with this Article shall be subject to the same requirements as commercial or contract laboratories.

e. All costs of the self-monitoring program shall be borne by the User.

(2) The Control Authority shall conduct monitoring necessary to determine, independent of information supplied by the Nondomestic User, compliance or noncompliance with the provisions of this Article.

a. The Control Authority may randomly sample and analyze the discharge from any Nondomestic User and conduct surveillance activities in order to identify, independent of information supplied by the User, occasional and continuing compliance or noncompliance with the Provisions of this Article.

(i) The Control Authority shall inspect and analyze, or have analyzed, samples of the discharge of each Significant User at least once per year.

(ii) The Control Authority may conduct sampling and analyses of the discharge of any Nondomestic User where deemed necessary to assure compliance with this Article.

b. All costs of analyses, including shipping charges, if any, of samples collected by the Control Authority shall be billed to the User.

(3) All sampling and analyses shall be conducted according to procedures outlined in 40 CFR 136 and amendments thereto, except where a particular method for analysis is prescribed in 40 CFR for a Federal Category or Subcategory or where specified in a Permit or other document issued by the Control Authority. For analysis of pollutants not listed in the above references, methods shall be determined by the Control Authority.

Section 42-112: Direct Discharges Prohibited

(a) *Discharge Into Waters of The United States*

(1) No person shall discharge or cause to be discharged any prohibited or specifically limited pollutant into any storm sewer, drain, gutter, stream, or natural or manmade outlet or otherwise cause a discharge of pollutants into the waters of the United States unless such discharge has been specifically reviewed and approved by the appropriate state and/or federal agency.

(2) Documentation of approval for direct discharges shall be filed with the Control Authority.

(b) *Discharges Onto Public or Private Property*

(1) No person shall deposit or discharge any wastewater, industrial waste, or polluted liquid onto public or private property or street or adjacent to any natural outlet, natural watercourse, storm sewer, gutter, drainage ditch, or other area within the jurisdiction of the City of Texarkana, Texas.

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(2) Pollution of waters of the United States caused by runoff or washing, whether accidental or intentional, is strictly prohibited.

Section 42-113: Wastewater Discharge Permits

(a) *Applicability.* Any Nondomestic User of the POTW may be required to obtain a Wastewater Discharge Permit from the Control Authority. Categorical and Significant Users and all Users who deliver transported waste to the POTW shall be required to obtain a Permit prior to any discharge.

(b) *Approval Requirements*

(1) Review and acceptance by the Control Authority shall be obtained prior to the connection to or the discharge into the public sewers of any wastewater other than Normal Domestic Wastewater.

a. Anyone wishing to discharge waters or wastes other than Normal Domestic Wastewater into the POTW shall apply to and receive permission from the Control Authority prior to discharge to the sanitary sewer system.

b. When required by the Control Authority, any Nondomestic User shall submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The Control Authority may prepare a form for this purpose and may periodically require Users to update the information.

(2) Any Nondomestic User shall acquire approval prior to changes in the quantity or quality of the Discharge. The Control Authority shall deny or condition new or increased contributions of pollutants or changes in the nature of pollutants to the POTW by Users where such contributions do not meet applicable Pretreatment Standards or conditions of this Article or where the contributions may cause the POTW to violate its NPDES Permit.

(c) *Classifications of Wastewater Discharge Permits*

(1) The Control Authority shall be authorized to issue two specific classifications of Wastewater Discharge Permits, classified according to the disposal method or type, quality, or quantity of wastewater to be discharged to the sanitary sewer:

a. Class S (Significant Wastewater Discharge Permit) shall be issued all Users who meet the criteria for Significant User as outlined in 40 CFR 403.3(t)(l) and as defined in Section 42-110 of this Article. All Categorical Users shall be issued a Class S Permit.

b. Class NS (Nonsignificant Wastewater Discharge Permit) may be issued to any Nondomestic User of the POTW who does not meet the criteria for Significant User, but the Control Authority has reason to believe should have a control document. The Control Authority shall be authorized to issue five (5) types of the Class NS Permits:

(i) Type M (Minor Wastewater Discharge Permit) may be issued to Nondomestic Users of the POTW who contribute less than 25,000 gallons of process wastewater per day and who do not otherwise meet the criteria of the Class S Permit but, in the opinion of the Control Authority, should be regulated for quality, quantity, or type of wastewater discharge.

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(ii) Type C (Commercial Wastewater Discharge Permit) may be issued primarily to establishments engaged in the retail sale of prepared food and drinks for on-premises or immediate consumption including, but not limited to, carry-out, delivery, catering, and institutional food services as well as any firm, hospital, nursing home, or other person or entity whose wastewater discharges require pretreatment in the form of a grease or sand trap.

(iii) Type I (Intermittent Wastewater Discharge Permit) may be issued to Users who normally do not contribute wastewater to the sanitary sewer system because of closed-loop treatment systems, but may occasionally wish to discharge wastewater to the POTW when the treated water cannot be recycled. Requirements for at least 24-hour advance notice of discharge shall be included in all Type I permits.

(iv) Type T (Transported Wastewater Discharge Permit) shall be issued to all Users who deliver wastes to the POTW by truck.

(v) Type N (No Discharge Permit) may be issued to facilities who do not discharge process wastewater to the POTW but would be Categorical Users if process wastewater was discharged.

(d) *Application For Wastewater Discharge Permit*

(1) A Nondomestic User shall not connect to the sanitary sewer without prior written permission of the Control Authority. Written permission shall not be given without proof the User has obtained all necessary City permits.

a. A Significant Industrial User shall not discharge wastewater to the POTW without first obtaining a Class S Wastewater Discharge Permit from the Control Authority.

b. The Control Authority may require other nondomestic Users to obtain a Permit as necessary to carry out the purposes of this Article.

(2) Any Nondomestic User required by this Article to obtain a Permit who was discharging wastewater into the POTW prior to the effective date of this Article and who wishes to continue such discharges in the future shall, within thirty (30) days after the effective date of this Article, apply to the Control Authority for a Permit and shall not cause or allow discharges to the POTW to continue after ninety (90) days of the effective date of this Article except in accordance with a Permit issued by the Control Authority.

(3) Any Nondomestic User required to obtain a Permit who proposes to begin discharging or recommence discharging into the POTW shall obtain such Permit prior to beginning or recommencing such discharge. An application for the Permit shall be filed at least ninety (90) days prior to the date upon which any discharge will begin or recommence.

(4) Nondomestic Users required to obtain a Permit shall file an Application for Wastewater Discharge Permit and shall submit to an inspection of the facility for which the Permit is requested.

a. Prior to filing an Application for Wastewater Discharge Permit, the Nondomestic User shall consult with the Control Authority or his duly authorized representative concerning the types, concentrations, and quantities of industrial wastes proposed for discharge.

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b. Proposed new Nondomestic Users shall apply for a Permit prior to construction of such facilities. The Control Authority shall approve or disapprove such application in a timely manner.

c. The Nondomestic User (or proposed Nondomestic User) shall submit to the Control Authority for review and acceptance, all design calculations, plans, specifications, and other pertinent information relating to proposed wastewater pretreatment and process facilities if the effluent from such facilities may be discharged to the POTW.

d. All Nondomestic Users required to file an Application for Wastewater Discharge Permit shall submit said application on the form, provided by the Control Authority, for the type of permit requested. Incomplete or inaccurate applications shall not be processed and shall be returned to the User for revision. The following info1mation shall be included in all Class S Permit applications and may be included in Class NS applications:

(i) All information required by Section 42-115(A)(l) of this Article;

(ii) Description of activities, facilities, and plant processes on the premises, including a list of raw materials and chemical used and stored at the facility which are or could accidentally or intentionally be discharged to the POTW;

(iii) Number of employees, hours of operation, and proposed or actual hours of operation;

(iv) Each product produced by type, amount, process or processes, and rate of production;

(v) Type and amount of raw materials processes (average and maximum per day);

(vi) Site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;

(vii) Time and duration of discharges; and

(viii) Any other information as may be deemed necessary by the Control Authority to evaluate the Application.

(5) The Application shall be signed by an Authorized Representative of the User and shall contain the certification statement outlined in Section 42-115(E)(l) of this Article.

(e) *Issuance of a Wastewater Discharge Permit*

(1) Within thirty (30) days of receipt of a completed Application for Wastewater Discharge Permit, the Control Authority shall determine whether or not to issue a Permit.

(2) The Control Authority may deny any application for Permit. The Control Authority shall notify, in writing, any applicant whose application is denied within ten days after the decision to deny the Permit.

(3) The Control Authority shall evaluate data furnished by the User and data from other sources as available to determine whether a Permit should be issued and the specific contents to be placed in the Permit. The Control Authority may require additional information, including additional analyses, from the User where deemed necessary.

(4) The Control Authority shall document each step in the permitting process in such a manner to facilitate defending any challenges that the permit terms and

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conditions were developed in an arbitrary manner and to make reissuance easier. Proper documentation shall satisfy the EPA's requirements for documentation of permitting rationale.

(5) A Wastewater Discharge Permit shall be issued for a specified time period not to exceed five (5) years from the effective date of the Permit. A Permit may be issued for a period less than five (5) years at the discretion of the Control Authority.

(6) The Permit, with original signature, shall be displayed by the User in a conspicuous location in the workplace. A Type T Permit shall be maintained in the permitted vehicle at all times.

(f) *Contents of The Wastewater Discharge Permit*

(1) The Wastewater Discharge Permit shall contain standard conditions and general regulations applicable to the User.

a. The Class S Permit shall minimally contain, where applicable, National Categorical Pretreatment Standards and Requirements for new or existing sources as set forth in the 40 CFR 401-471 and amendments thereto.

b. All Permits shall contain the following except as outlined in subsection (2) below:

(i) A statement of Permit ownership;

(ii) A statement of duration of the Permit including specific dates of validity;

(iii) A statement that the Permit is nontransferable without prior notification to the Control Authority in accordance with Section 42-115(j) of this Article;

(iv) Effluent limits based on applicable pretreatment standards;

(v) Self-monitoring, sampling, and reporting requirements, including an identification of pollutants to be monitored, sampling location, sampling frequency, specific analytical methods and method detection limits, and sample type(s). Where grab sampling is specified as the required method of collection, the Permit shall specify the number of grab samples required during a twenty-four-hour sampling period. Where multiple grab samples are required, the Control Authority may specify minimum time intervals between each grab sample collection;

(vi) Notification and record-keeping requirements;

(vii) A statement of applicable administrative, civil, and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule shall not extend any compliance date beyond that required by the applicable Federal, State or Local law; ~~and~~

(viii) A statement that compliance with the Permit does not relieve the Permittee of responsibility for compliance with all applicable Federal and State pretreatment requirements, including those which become effective during the term of the Permit; and

(ix) Requirements to control Slug Discharges, either through a Slug Discharge Control Plan or other specific preventative action, if the Control Authority determines such controls are necessary.

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c. At the discretion of the Control Authority, a Permit may contain, but need not be limited to, the following conditions:

(i) Limits on the average or maximum rate, amount and time of discharge, including requirements for advance notice or approval of such discharge;

(ii) Requirements for flow regulation and equalization;

(iii) Requirements for installation and maintenance of pretreatment technology or pollution control (or construction of appropriate containment devices) designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;

(iv) Requirements for the installation and maintenance of metering devices for the wastestream;

(v) Requirements for installation and maintenance of inspection and sampling facilities and equipment;

(vi) Requirements for the development and implementation of spill control plans or other special conditions, including management practices necessary to adequately prevent accidental, unanticipated, or nonroutine discharges;

(vii) Requirements for development and implementation of waste minimization plans to reduce the amount of pollutants discharged to the POTW;

(viii) The unit charge or schedule of user charges and fees for the management of the wastewater discharged to the POTW;

(ix) Other conditions as deemed appropriate by the Control Authority to ensure compliance with this Article and State and Federal laws, rules, and regulations.

(2) The Type T Permit shall contain conditions and regulations applicable to the operation of the liquid transported waste vehicle.

a. The Type T Permit shall contain the following:

(i) Name, address and telephone number of the business;

(ii) Name and address of the Permittee;

(iii) Name and location of the disposal site;

(iv) Name(s) of driver(s) registered to operate the transport vehicle;

(v) Description (make, model, color) and capacity of the transport vehicle;

(vi) Registration and/or Establishment number(s) issued by the State(s) in which the vehicle will be operated;

(vii) Type of wastes to be transported to the POTW;

(viii) Effective and expiration dates of the Permit;

(ix) Requirement to comply with the applicable provisions contained in this Article; and

(x) Record-keeping requirements.

b. A Type T Permit may contain the following:

(i) Specific limitations for the type, nature, and amount of wastes to be delivered to the POTW; and

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(ii) Requirement for analyses of wastes prior to delivery to the POTW.

(3) Any violation of the terms and conditions of a Permit shall be deemed a violation of this Article and shall subject the Permittee to the enforcement provisions set forth in Section 42-119 of this Article.

(4) Obtaining a Wastewater Discharge Permit does not relieve a Permittee of its obligation to comply with all Federal and State pretreatment standards or requirements or with any other requirements of Federal, State, or Local law.

(5) It is the Permittee's responsibility to be familiar with the contents and requirements of the Permit and with all Federal, State, and Local regulations and requirements applicable to the disposal of nondomestic wastewater into the sanitary sewer system and to comply with those requirements and regulations, whether or not the requirements are contained in the permit issued to the User.

(g) Wastewater Discharge Permit Appeals

(1) Any person, including the Permittee, may petition the Control Authority to reconsider the terms of the Permit within 30 days notice of issuance.

a. Any petition to reconsider a Permit shall be in writing.

b. Failure to submit a timely petition for review shall be deemed to be a waiver of the administrative appeal.

c. In its petition, the appealing party shall indicate the Permit provisions to which it objects and the alternative condition, if any, it seeks to place in the Permit.

(2) The effectiveness of the Permit shall not be stayed pending the appeal; however, provisions being reconsidered may be stayed.

(3) If the Control Authority fails to act within 30 days, the request for reconsideration shall be deemed denied. Decisions not to reconsider or modify a Permit or to deny issuance of a Permit shall be considered final administrative actions for the purpose of judicial review.

(4) Aggrieved parties seeking judicial review of the final administrative decision shall do so by filing a complaint with the appropriate court of competent jurisdiction within the applicable statute of limitations.

(h) *Modification of The Wastewater Discharge Permit*

(1) A Wastewater Discharge Permit may be modified for good cause at any time during the life of the Permit by the Control Authority.

a. Modification of the Permit may be made for reasons such as, but not limited to, the following:

(i) To incorporate any new or revised Federal, State, or Local Pretreatment Standards or Requirements;

(ii) To address significant alterations or additions to the Permittee's operation, processes, or wastewater volume or character since the time the Permit was issued;

(iii) A change in the POTW that requires either a temporary or permanent reduction or elimination of the authorized discharge;

(iv) Violation of any terms or conditions of the Permit;

(v) Misrepresentations or failure to fully disclose all relevant facts in the Permit application or in any required report;

(vi) Revision of or a grant of variance from Categorical Pretreatment Standards pursuant to 40 CFR 403.13;

(vii) To correct typographical or other errors in the Permit; or

(viii) To reflect a transfer of the facility ownership or operation to a new owner or operator.

b. In addition to the above reasons, a Type T Permit may be modified for any of the following reasons:

(i) To reflect changes in limitations or requirements;

(ii) To reflect changes or alterations in operations;

(iii) When a vehicle is modified or replaced; and

(iv) When the volume of waste handled, equipment, or total operation is expanded by 50%.

(2) Except as provided by Federal or State laws, the Permittee shall be informed of any proposed changes in the Permit at least thirty (30) days prior to the effective date of the change. Any changes or new conditions in the Permit shall include a reasonable time schedule for compliance except where the changes were a result of the Combined Wastestream Formula or the issuance of alternate limits for production-based standards.

(3) The permittee shall file for modification of the Permit at least thirty (30) days prior to all changes or alterations of the pretreatment facilities or processes or any changes which may affect the character of the wastewater discharge.

(4) Within one hundred and eighty (180) days after the promulgation of a National Categorical Pretreatment Standard, the Permit of Users who are subject to that Standard shall be revised to require compliance with such Standard within the time frame prescribed in the Standard.

a. Any User who is subject to a newly promulgated National Pretreatment Standard and who does not have a Permit shall submit an Application for Wastewater Discharge Permit within one hundred and eighty (180) days after the promulgation of the applicable Pretreatment Standard or as prescribed in the Standard.

b. Any Permittee or other User who is required to have a Permit due to the promulgation of a new Standard shall submit, in a format specified by the Control Authority and within one hundred and eighty (180) days after the promulgation of the applicable National Categorical Pretreatment Standard, a report containing the following information;

(i) The nature and concentration of any pollutants in the discharge which are limited by the Standard;

(ii) A statement regarding whether such Standard is being met on a consistent basis and, if not, whether additional operations and maintenance or pretreatment will be required to meet such Standard; and

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(iii) The shortest possible time by which the User will provide such additional operations and maintenance or pretreatment. The completion and compliance date shall not be later than the compliance date established for the Standard.

(iv) Such report shall contain the signatory statement outlined in Section 42-115(e) of this Article.

(5) The Permit shall be maintained as an accurate representation of the User's wastewater discharge to the POTW. Failure to maintain the Permit as an accurate representation of the wastewater discharge to the POTW shall be cause for enforcement action.

(i) *Renewal of The Wastewater Discharge Permit*

(1) A Permittee shall file an application for Permit renewal by submitting a complete application in accordance with Section 42-113(d) of this Article a minimum of ninety (90) days prior to the expiration date of the existing permit. A new application for Permit shall be completed and submitted to the Control Authority before renewal will be considered.

(2) Where a completed and timely renewal application has been filed with the Control Authority, any Permittee shall continue to perform under the existing permit until such time as a new permit is issued or the renewal has been denied.

(j) *Transfer of a Wastewater Discharge Permit*

(1) A Wastewater Discharge Permit may be transferred to a new owner or operator *only* if the Permittee gives at least ninety (90) days advance notice to the Control Authority and the Control Authority approves the transfer.

(2) The notice shall include a written certification by the new owner or operator which;

a. States the new owner/operator has no immediate intent to change the facility's operations or processes;

b. Identifies the specific date on which the transfer is to occur; and

c. Acknowledges full responsibility for complying with the existing Permit.

(3) Failure to provide advance notice of a transfer shall render the Permit void as of the date of the facility transfer.

(k) *Revocation of The Wastewater Discharge Permit*

(1) The Control Authority may revoke a Wastewater Discharge Permit for good cause, including, but not limited to, the following reasons;

a. Failure to notify the Control Authority of significant changes to the wastewater prior to the changed discharge;

b. Failure to provide prior written notification to the Control Authority of changed conditions pursuant to Section 42-115(c)(1) of this Article;

c. Misrepresentation or failure to fully disclose all relevant facts in the Application for Wastewater Discharge Permit;

d. Falsifying self-monitoring reports;

e. Tampering with monitoring equipment;

f. Refusing to allow timely access to the facility premises and records;

g. Failure to meet effluent limits;

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h. Failure to pay fines when assessed;
i Failure to pay sewer charges;
J. Failure to meet compliance schedules;
k. Failure to complete a wastewater survey or permit application;
l. Failure to provide advance notice of transfer of business ownership of a permitted facility; or
m. Violation of any pretreatment standard or requirement or any terms of the Permit or this Article.

(2) In addition to the above reasons, a Type T Permit may be suspended or revoked for any of the following reasons:
a. Use of nonregistered, unlicensed, or unsafe vehicles or nonregistered or unlicensed vehicle operators;
b. Mixing of septic tank waste with incompatible waste for the purpose of deception;
c. Dilution of waste for the purpose of deception;
d. Discharge of a waste load without a POTW operator present;
e. Discharge of a waste load within the Texarkana POTW except at the designated discharge point;
f. Rejection of more than three (3) loads during the life of a Permit;
g. Failure to document final disposal of a rejected load;
h. Providing false or inaccurate information on the source or composition of the waste;
1. Failure to maintain proper records as outlined in this Article;
J. Failure to remain current on charges for transported waste delivery; or
k. Loss or failure to renew State certifications or permits.

(3) A Permit shall be voided upon cessation of operations or transfer of business ownership, except as provided in Subsection G) above.
a. The Permit issued to a particular User shall become void upon the issuance of a new Permit to that User.
b. Amendments to a Permit shall supersede and invalidate pages contained in the Permit which they are intended to replace.

(1) *Regulation of Wastes Received From Other Jurisdictions*

(1) If another municipality or other jurisdiction (e.g., county), or User located within another municipality or other jurisdiction contributes wastewater to the POTW, the Control Authority shall enter into an agreement with the contributing municipality or other jurisdiction for the purpose of control of the wastewater discharges.

(2) Prior to enter into an agreement required by Subsection (1)(1) preceding, the Control Authority shall request the following information from the contributing jurisdiction:
a. A description of the quality and volume of wastewater discharged to the POTW by the contributing jurisdiction;
b. An inventory of all Nondomestic Users located within the contributing jurisdiction;

c. Such other information as the Control Authority may deem necessary.

(3) Such agreement shall contain the following conditions:

a. A requirement for the contributing jurisdiction to adopt a sewer use Article which is at least as stringent as this Article and local limits which are at least as stringent as those specified in this Article. The requirement shall specify that such Article and limits shall be revised as necessary to reflect changes made to this Article or limits contained herein;

b. A requirement for the contributing jurisdiction to submit a revised Nondomestic User inventory at least on an annual basis;

c. A provision specifying which pretreatment activities, including Permit issuance, inspection, sampling, and enforcement will be conducted by the contributing jurisdiction; which of these activities will be conducted by the Control Authority, and which of these activities will be conducted jointly by the Control Authority and the contributing jurisdiction;

d. A requirement for the contributing jurisdiction to provide the Control Authority with access to all information that the contributing jurisdiction obtains as part of its pretreatment activities;

e. A provision ensuring the Control Authority access to facilities of Users located within the jurisdiction's jurisdictional boundaries for the purpose of inspection, sampling, and other duties deemed necessary by the Control Authority; and

f. A provision specifying remedies for breach of the terms of the agreement.

(4) The contributing jurisdiction may adopt this Article, by reference or other means, and specify the Control Authority as the primary or sole administrator of the pretreatment program within its jurisdiction with all powers of permitting, inspection, sampling, and enforcement of this Article within its jurisdiction.

(5) Where the contributing jurisdiction retains primary responsibility for permitting, compliance monitoring, or enforcement, the agreement shall specify the Control Authority has the right to take legal action to enforce the terms of the contributing jurisdiction's Article or to impose and enforce pretreatment standards and requirements directly against noncompliant dischargers in the event the contributing jurisdiction is unable or unwilling to take such action.

Section 42-114: Pretreatment Charges And Fees

(a) *Charges For Wastewater Discharge Permit*

(1) The City may adopt reasonable fees for reimbursement of the costs for setting up and operating the City's Industrial Pretreatment Program. The Control Authority shall periodically review the costs for the Pretreatment Program and recommend appropriate fees to the City Manager for presentation to the elected body. Such fees may include:

a. Fees for permit applications including the cost of processing such applications;

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b. Fees for monitoring, inspection, and surveillance procedures including the cost of collecting and analyzing a User's discharge and reviewing monitoring reports submitted by Permittees;

c. Fees for reviewing and responding to accidental discharge procedures and construction;

d. Fees for filing appeals; and

e. Other fees as the Control Authority deems necessary to carry out the requirements contained herein.

(2) An annual fee shall be assessed for issuance of a Permit as established by the City Council from time to time and on file at the city secretary's office or city website. This fee schedule may be revised as deemed necessary by the Control Authority.

(3) Any User who applies for a Permit shall reimburse the Control Authority for costs incurred during and directly related to the permitting process including, but not limited to, analytical services necessary to establish the nature of the wastewater proposed to be discharged, whether or not the User is issued a Permit.

(b) *Charges For Delivery of Waste to The POTW*

(1) An appropriate charge shall be made for each load of transported waste delivered to the POTW Treatment Plant. This charge shall be based on a per-gallon cost of treatment for such waste and may be adjusted on an as-needed basis to reflect changes in the cost to treat such waste.

(2) Prompt payment of delivery charges shall be made by the Permittee. No Permittee shall be allowed to discharge wastes to the POTW Treatment Plant while delinquent in payment of charges.

(c) *Surcharge For Excessive Strength Wastes*

(1) Any Nondomestic User who discharges into the sanitary sewer system may be charged a surcharge for excessive-strength wastes. For the purpose of this Subsection, excessive-strength waste shall mean waste having a strength greater than that established for "Normal Domestic Wastewater".

(2) A surcharge may be levied to compensate for the added expense, per pound of pollutant, in the operation and maintenance of the City's POTW for treatment of nondomestic wastes with excessive ammonia as nitrogen, oxygen demand, and suspended solids.

a. Excessive ammonia as nitrogen shall be concentrations greater than 20 mg/L; excessive total suspended solids shall be concentrations greater than 200 mg/L; and excessive oxygen demand shall be concentrations of $CBOD_5$ greater than 200 mg/L or (or COD greater than 450 mg/L in accordance with Subsection 2(c) below).

b. Surcharge shall be calculated according to the following formula:

$$S = (8.345)(V)[\{C1(CBOD_5-200)\}+\{C2(TSS-200)\}+\{C3(NH_3-20)\}]$$

Where: S = Surcharge in dollars

V = Volume in million gallons, based on water consumption (or discharge, if water source other than TWU employed and discharge is metered)

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C1 = Cost, in dollars, to treat one pound $CBOD_5$
C2 = Cost, in dollars, to treat one pound TSS
C3 = 2.33 times the cost, in dollars, to treat one pound
$CBOD_5$ = Carbonaceous Biochemical Oxygen Demand (mg/L)
TSS = Total Suspended Solids (mg/L)
NH_3 = Ammonia (as Nitrogen)
8.345 = Weight, in pounds, per gallon of water

c. Where the Chemical Oxygen Demand (COD) of the wastewater is greater than or equal to 2.25 times the $CBOD_5$ or where the $CBOD_5$ may be negligible due to the type of wastewater or where historical data indicates the $CBOD_5$ of the discharge is less than 200 mg/L, COD may be substituted for $CBOD_5$ and the following formula shall beused:

$$S = (8.345)(V)[\{C4(COD-450)\}+\{C2(TSS-200)\}]$$

Where: C4 = Cost, in dollars, to treat one pound
COD = Chemical Oxygen Demand (mg/L)

d. Surcharge rates shall be reviewed and revised annually by the Control Authority to reflect approximate actual cost to the POTW.

(3) Private residences shall be excluded from surcharge.

(4) Initiation or continuation of surcharge testing on any Nondomestic User shall be at the discretion of the Control Authority with consideration to the nature or history of the discharge, the impact or potential impact on the POTW, and resources available to the Control Authority. Where a surcharge is levied, testing shall be conducted not less than once per quarter. Where the monthly surcharge amount is greater than $250, testing shall be conducted not less than monthly. Surcharge shall be based on all laboratory values obtained during the most recent twelve months.

(5) Surcharge billing shall be included as a separate item on the regular bill for water and sewer service and shall be paid monthly in accordance with the existing practices. Surcharge shall be due at the same time as the water and sewer and refuse charges become due. Payment for water and sewer and refuse services shall not be accepted without payment of the surcharge.

(6) Failure to pay sewer surcharges when due shall be sufficient cause to disconnect any and all services to the water or sewer mains of the City of Texarkana, Texas. In addition, the same charges and penalties provided by the Articles of the City of Texarkana, Texas, for failure to pay for water and sewer service when due shall apply.

Section 42-115: Reporting Requirements

(a) *Categorical Users*

(1) Baseline Monitoring Report. Within 180 days after the effective date of a Categorical Pretreatment Standard, or the final administrative decision on a categorical determination under 40 CFR 403.6(a)(4), whichever is later, existing Categorical Users currently discharging or scheduled to discharge to the POTW who have not previously submitted such information shall submit to the Control Authority a report which contains the information required in this Subsection.

At least 90 days prior to commencement of discharge, new sources and sources that become Categorical Users subsequent to the promulgation of an applicable Categorical Pretreatment Standard shall submit to the Control Authority a report which contains the information required in this Subsection. A new source shall report the method of pretreatment it intends to employ to meet the applicable Categorical Pretreatment Standards. A new source shall give reasonable estimates of its anticipated flow and quantity of pollutants to be discharged.

a. Identifying Information. The name and address of the facility, including the name of the operator(s) and owner(s).

b. Environmental Permits. A copy of all environmental control permits held by or for the facility.

c. Description of Operations. A brief description of the nature, average rate of production, and Standard Industrial Classification Code(s) of the operation(s) carried out at the facility. This description shall include a schematic process diagram and a plumbing diagram which indicates the point(s) of discharge to the POTW from the regulated process(es).

d. Flow Measurement. Information showing the measured average and maximum daily flow, in gallons per day, to the POTW from each of the following:
   (i) Each regulated process wastestream;
   (ii) Other wastestreams as necessary to allow use of the Combined Wastestream Formula as outlined in 40 CFR 403.6.
   (iii) A verifiable estimate of these flows may be provided where justified by cost or feasibility considerations.

e. Measurement of Pollutants. Identify the Pretreatment Standards applicable to each Regulated Process and the results of sampling and analysis identifying the nature and concentration of pollutants (or mass of pollutants where required by the Standard or the Control Authority) of regulated pollutants in the discharge from each regulated process. Instantaneous, daily maximum, and long-term average concentrations or mass, where required, shall be reported. The sample shall be representative of the daily operation and shall be analyzed according to Approved Analytical Procedures.
   (i) Twenty-four (24)-hour composite samples shall be obtained through flow-proportional composite sampling techniques where feasible except cyanide, pH, total phenols, oil and grease, sulfide, and volatile organics, where required, shall be collected as four (4) grab samples during a 24-hour period. In cases where the Control Authority determines that flow-proportional sampling is infeasible, samples may be obtained through time-proportional composite or through a minimum of four grab samples where it can be demonstrated this will provide a representative sample of the Discharge.
   (ii) A minimum of one representative composite sample shall be collected and analyzed to compile the data necessary to comply with the requirements of this Subsection.

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(iii) Samples shall be taken immediately downstream from the pretreatment facilities if such exists or immediately downstream of the regulated process if no pretreatment exists. If other wastestreams are mixed with the regulated wastestream prior to pretreatment, flows and concentrations necessary to allow use of the Combined Wastestream Formula, as outlined in 40 CFR 403.6, shall be measured in order to evaluate compliance with the Pretreatment Standards. Where alternate concentration or mass limitations have been calculated in accordance with 40 CFR 403.6, this adjusted limit along with supporting data shall be submitted to the Control Authority.

(iv) The baseline monitoring report shall indicate the date, place, and time of sampling and method of analysis and shall contain certification the sampling is representative of normal work cycles and expected pollutant discharge to the POTW.

(v) Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

f. Certification. The report shall include a statement reviewed by an Authorized Representative (as defined in 40 CFR 403.12(1)) and certified to by a qualified professional indicating whether the Pretreatment Standards are being met on a consistent basis and, if not, whether additional operations and maintenance (O & M) or additional pretreatment is required to meet the applicable Standards.

g. Compliance Schedule. If additional pretreatment or O & M is required to meet the applicable Pretreatment Standard, a plan outlining the shortest schedule by which such additional pretreatment or O & M will be provided shall be included. The completion date of this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard.

(i) The schedule shall contain increments of progress in the form of dates for the commencement and completion of major events (including, but not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation) leading to the construction and operation of the additional pretreatment facilities required to meet the applicable Pretreatment Standard. No increment shall exceed nine (9) months.

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(ii) No later than 14 days following each date in the schedule andthe final compliance date, a progress report shall be submitted to the Control Authority including , at a minimum, whether or not it complied with the increment in the schedule and, if not, the reason for the delay , the date compliance with the increment is expected, and the steps being taken to return the construction to the schedule established . In no instance shall more than nine (9) months elapse between progress reports to the Control Authority.

(iii) The compliance schedule shall be signed and certified by the Authorized Representative in accordance with Subsection (e) of this Section.

(2) *90-Day Compliance Report.* Within ninety (90) days of the date for final compliance with the applicable Pretreatment Standard , or in the case of a New Source , ninety (90) days following the commencement of the introduction of wastewater into the POTW, any Nondomestic User subject to Categorical Pretreatment Standards and Requirements shall submit a report to the Control Authority containing the information required in subsection (a)(l)d. through f. above.

a. For Nondomestic Users subject to equivalent mass or concentration limits calculated in accordance with 40 CFR 403.6, this report shall contain a reasonable estimate of the Nondomestic User's long-term production rate.

b. For all other Nondomestic Users subject to Categorical Pretreatment Standards expressed in terms of allowable pollutant discharge per unit of production (or other measurement of operation), the report shall include the actual production during the appropriate sampling period.

(3) *Periodic Compliance Reports.* Any Nondomestic User subject to a Categorical Pretreatment Standard, after the compliance date of such Standard, or in the case of a New Source, after commencement of discharge into the POTW, shall submit periodic reports indicating the nature and concentration of pollutants in the discharge which are limited by the Pretreatment Standard.

a. Periodic compliance reports shall be submitted to the Control Authority on or before the due date as specified by the Control Authority. Minimum sampling and reporting frequencies shall be specified by the Control Authority and in no case shall be less than twice per year.

b. Periodic compliance reports shall contain, at a minimum, the following information:

(i) The analytical results for all representative samples collected over the applicable reporting period, expressed in mg/L or mass as may be required, of analyses for regulated pollutants;

(ii) The date and time of sampling, sampling method used, and who collected thesample;

(iii) The date and time of analyses and who performed the analyses;

(iv) The analytical techniques/methods used;

(v) The average and maximum daily flow from the regulated process for the calendar month;

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(vi) The minimum and maximum pH recorded during the reporting period (not subject to averaging);

(vii) Analytical quality control data; and

(viii) The information required in Subsection 2a. and b. above, where applicable.

c. All wastewater samples shall be representative of the discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean and maintained in good working order at all times and records of such shall be maintained. Failure to keep the monitoring facility in good working order shall not be grounds for claiming analytical results are not representative of the discharge.

d. If the Nondomestic User subject to reporting requirements in this Subsection monitors any pollutant at the designated sampling point more frequently than required, using Approved Analytical Procedures, the results of this monitoring shall be included in the report.

e. Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

(b) *Noncategorical Users*

(1) *Self-monitoring Reports.* Any Nondomestic User who is required by the Control Authority to analyze for pollutants in the wastewater discharge and submit self-monitoring reports shall submit those reports to the Control Authority on or before the due date as specified by the Control Authority. Minimum sampling and reporting frequencies shall be specified by the Control Authority but shall not be less than twice per year.

a. Self-monitoring reports shall contain the information specified for periodic compliance reports outlined in Subsection (a)(3)b. above.

b. Self-monitoring reports shall be submitted to the Control Authority on or before the due date as specified by the Control Authority.

c. Subsections (a)(3)c. and d. shall apply to all self-monitoring reports.

(2) Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

(c) *Reporting Requirements Applicable to All Nondomestic Users*

(1) Report of Changed Conditions. Each Nondomestic User shall notify the Control Authority of any planned significant changes to the operations or system which might alter the nature, quality, or volume of its wastewater at least ninety (90) days prior to the change.

a. For the purpose of this requirement, significant changes include, but are not limited to, flow increases of twenty percent (20%) or greater, additional wastestreams, and the discharge of any previously unreported pollutants.

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(i) This includes any changes in hazardous pollutants for which initial notification is required in accordance with 40 CFR 403.12(p).

b. The Control Authority may require the Nondomestic User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of an Application for Wastewater Discharge Permit.

c. The Control Authority may issue a Permit or modify an existing Permit in response to changed conditions or anticipated changed conditions.

(2) *Reports of Potential Problems.* In a case of any discharge , including, but not limited to, accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, or a slug load that may cause potential problems for the POTW, the User shall immediately telephone and notify the Control Authority of the incident. This notification shall include the location of the discharge, type of waste, concentration and volume, if known, and the corrective actions taken by the User.

a. Within five (5) days following such discharge, the User shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability which may be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Article.

b. A notice shall be permanently posted on the Nondomestic User's bulletin board or other prominent place advising employees whom to call in the event of a discharge described in this subsection. Employers shall ensure all employees who may cause such a discharge to occur are advised of the emergency notification and containment procedures.

(3) *Notification of Violation and Repeat Sampling.* The Nondomestic User shall notify the Control Authority, by telephone, within 24 hours of becoming aware of a violation of the Permit or of this Article.

a. The notification shall be followed by a written statement within five working days providing a description of the violation, a description of the suspected cause of the violation , and the action the Nondomestic User has or intends to take to prevent recurrence of the violation . The statement shall be signed by the facility's Authorized Representative.

b. Such notification shall not relieve the User from liability or prevent the Control Authority from taking appropriate enforcement actions.

c. If an analysis required by the Control Authority indicates a violation, the User shall repeat the sampling and analysis and shall submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation, except the User is not required to resample if:

(i) The Control Authority performs sampling at the facility at least once a month; or

(ii) The Control Authority performed sampling at the facility between the time the User performed its initial sampling and the time the User receives the results of the sampling.

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(4) *Notification of New or Increased Potential for Slug Discharges.* The Nondomestic User shall immediately notify the Control Authority of any changes to the physical facility or any industrial process and other changes which may cause or increase the potential for Slug Discharge. This notification requirement includes notification by Users who have an existing Slug Discharge Control Plan or has conducted preventative actions previously and the existing plan or previous action does not adequately protect from accidental or slug discharges and by User who have not previously been required to develop a Slug Discharge Control Plan.

(d) *Reports From Unpermitted Nondomestic Users*

(1) All Nondomestic Users not required to obtain a Permit shall provide appropriate reports to the Control Authority as the Control Authority may require in order to protect the POTW, to protect property and person of the residential User, and to meet regulatory requirements.

(2) All reports shall be submitted to the Control Authority on or before the date specified by the Control Authority.

(e) *Signatory Requirements for User Reports and Applications*

(1) All reports and applications submitted to the Control Authority under this Article shall include a certification statement signed by the facility's Authorized Representative. The certification statement shall read as follows:

> "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified persom1el properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine or imprisonment for knowing violations."

(2) Where the User has an approved Toxic Organic Management Plan (TOMP), a TOMP signatory statement shall be submitted with each periodic compliance report. The statement shall be signed by the facility's Authorized Representative. The statement shall read as follows:

> "Based on my inquiry of the person or persons directly responsible for managing compliance with the Pretreatment Standard for Total Toxic Organics (TTO), I certify that, to the best of my knowledge and belief, no dumping of concentrated toxic organics into the wastewaters has occurred since the filing of the last discharge monitoring report. I further certify that this facility is implementing the Toxic Organic Management Plant (TOMP) submitted to the Control Authority."

(3) Reports required by this Article are subject to the provisions of 18 U.S.C. 1001 relating to fraud and false statements and the provisions of Section 309(c)(2) of the Act governing false statements, representations, or certifications in reports required under the Act.

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(f) *Record Keeping Requirements*

(1) Written reports submitted to the Control Authority shall be deemed submitted on the date postmarked. For reports which are not mailed, postage paid, into a mailing facility serviced by the United States Postal Service, the date of receipt shall govern.

(2) Any User subject to the reporting requirements established in this Article shall maintain records of all information resulting from all activities required by this Article.

(3) Any User subject to the reporting requirements in this Article shall be required to retain, and make available upon request for inspection and copying by the Control Authority, the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality, the Arkansas Department of Environmental Quality or the EPA, all records of information obtained pursuant to any monitoring activities required by this Article, ~~and~~ any records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements and documentation associated with enforceable Best Management Practices contained in a Pretreatment Standard for a minimum of three (3) years. Records of information pertaining to the generation, transport and disposal of liquid transported waste shall be retained for a minimum of five (5) years. This period of retention shall be automatically extended for the duration of any litigation concerning the User or the City or where the User has been specifically notified of a longer retention time by Control Authority, the ~~TNRCC~~ TCEQ, or the EPA.

Section 42-116: Powers and Authorities of Control Authority

(a) *Access to Properties and Records*

(1) The Control Authority shall be allowed ready access, without delay, to all parts of the premises of a Nondomestic User during any reasonable time for the purpose of inspection, sampling, records examination and copying, surveillance, and monitoring necessary to determine compliance or noncompliance with the provisions of this Article and for the performance of any additional duties.

a. The Control Authority and his representatives shall be permitted to enter any premises of any Nondomestic User during any hour when an abnormal discharge is known or suspected to originate from the premises.

b. Where a Nondomestic User has security measures in force which require proper identification and clearance before entry into its premises, the Nondomestic User shall make necessary arrangements so that, upon presentation of suitable identification, the Control Authority will be permitted to enter without delay for the purpose of performing specific responsibilities.

c. The Control Authority shall have the right to set on the Nondomestic User's property such devises as are necessary to conduct sampling, inspection, compliance monitoring, or metering.

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d. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected or sampled shall be promptly removed by the User, at his expense, upon the written or verbal request of the Control Authority or his representative and shall not be replaced.

e. If the Control Authority or his representative has been refused access to a building, structure, or property or any part thereof, and is able to demonstrate probable cause to believe there may be a violation of this Article or that there is a need to inspect or sample as a part of routine inspection and sampling program of the Control Authority designed to verify compliance with this Article or any permit or order issued hereunder, or to protect the overall public health, safety, and welfare of the community, the Control Authority may seek issuance of a search warrant from a court of competent jurisdiction.

(2) Representatives of the United States Environmental Protection Agency (EPA) and the Texas ~~Natural Resource Conservation Commission (TNRCC)~~ Commission on Environmental Quality (TCEQ) and the Arkansas Department of ~~Pollution Control and Ecology (ADPC&E)~~ Environmental Quality (ADEQ) shall have the same rights of entry as described for the Control Authority in Subsection A(l) above.

Section 42-117: Confidential Information

(a) *Disclosure of User Information and Data*

(1) Information and data provided to the Control Authority which is effluent data as defined by 40 CFR 2.302 shall not be recognized as confidential and shall be available to the public without restriction.

(2) Information and data on a Nondomestic User obtained from reports, surveys, Applications for Wastewater Discharge Permit, Permits, and monitoring programs and from the Control Authority's inspection and sampling activities shall be made available to the public except as provided by Subsection (b) of this Section.

(3) Any information provided to or obtained by the Control Authority shall be made available to the Regional Administrator or the Director of the EPA or his representative upon request.

(b) *Information Which May Be Claimed as Confidential*

(1) Information which constitutes a trade secret or is commercial or financial information privileged or confidential by statute or judicial decision, or if it is information which, if released, would give advantage to a competitor, shall be kept in confidence and not disclosed to the public.

(2) Any claim of confidentiality shall be made at the time of submission to the Control Authority. The Nondomestic User shall demonstrate to the satisfaction of the Control Authority that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under applicable State law. Any request shall be asserted by stamping "confidential business information" on each page containing such information.

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(3) When requested and demonstrated by the Nondomestic User furnishing a report such information should be held confidential, the portions of a report which might disclose trade secrets or secret processes shall not be made available for inspection by the public but shall be made available immediately to governmental agencies for uses related to the NPDES program, the Pretreatment Program, and in enforcement proceedings involving the person furnishing the report.

(4) If no claim is made at the time of submission, the Control Authority may make the information available to the public without further notice.

Section 42-118: Protection of The POTW Collection System

(a) *Protection From Damage And Tampering*

(1) No person shall maliciously, willfully, or negligently break, damage, deface, or tamper with any structure, appurtenance, or equipment which is part of the POTW.

(2) No person shall cover any manhole on a public sewer with earth, paving, or any structure or otherwise render it inaccessible.

(3) No building shall be located on top of a public sewer.

(4) No unauthorized person shall remove the earth cover from a public sewer so that less than two (2) feet of earth remains over the pipe bells.

(5) No person shall remove the cover (lid) from a manhole or cleanout for any purpose except as authorized by the Control Authority.

(b) *Discharge into the Collection System*

(1) Discharge of waste shall be made into the POTW collection only at places designated for discharge.

(2) No person shall discharge or cause to be discharged any material into a manhole or cleanout which is part of the POTW.

(3) No person shall discharge or cause to be discharged any wastes from nondomestic sources into the sanitary sewer facilities at a residential or other domestic wastewater source.

a. No person shall discharge or cause to be discharged any waste into the sanitary sewer which has been transported from another site onto a residential, commercial, or industrial site.

b. Contractors, painters, pest control operators, and other such persons shall not discharge any process waste into the sanitary sewer at a residential site. Such wastes shall be disposed in accordance with all Local, State, and Federal regulations. Prohibited materials shall include, but are not limited to paint, washings from paint brushes, solvents, and pesticides and herbicides, including washings from pesticide and herbicide containers and applicators.

(c) *Sewer Taps into the POTW Collection System*

(1) Sewer taps shall be made only by a certified plumber and shall be made only after all required permits have been obtained.

a. Persons proposing to tap into the POTW collection system shall first complete a usage questionnaire at the TWU Engineering Department.

b. Taps shall be subject to inspection by the Plumbing Inspector prior to covering with earth.

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c. Taps shall be sealed so as to not allow leaking into or out of the collection system.

(2) Building sewers shall be maintained to prevent leaks or open cleanouts in the sewer where leakage or infiltration or inflow may occur.

(d) *Disconnecting Sewers*

(1) Before any dwelling or other building being served by the public sewer is moved or demolished, the building sewer serving the building shall be disconnected at the property line or main and permanently sealed to prevent entrance of stormwater or debris into the public sewer. The Plumbing Inspector shall be notified at least three (3) days prior to the proposed disconnection. The disconnection and sealing of such line shall by inspected by the Plumbing Inspector prior to earth covering replacement. Any line found not sealed shall be sealed by the Control Authority or the Plumbing Inspector and a fee, as determined by the Control Authority, shall be assessed against the owner.

Section 42-119: Enforcement Provisions

(a) *Applicability.* The remedies provided for in this Article are not exclusive. The Control Authority may take, at any time, any, all, or any combination of these actions against a noncompliant User or any other remedy allowed by City Article or State Statute. Enforcement of pretreatment violations shall generally be in accordance with the Control Authority's Enforcement Response Plan.

(1) The Control Authority may take any action against any User as the circumstances warrant.

(2) The Control Authority shall be empowered to take more than one enforcement action against a noncompliant User.

(3) Exercise of any action by the Control Authority shall not be a bar to, or a prerequisite for, taking other action against a noncompliant User.

(b) *Publication of Users in Significant Noncompliance*

(1) The Control Authority shall publish, at least annually, in the largest daily newspaper published in the municipality in which the POTW is located, a list of Users which, during the previous twelve (12) months, were in significant noncompliance with any applicable Pretreatment Standards and Requirements, any provisions of this Article or the Permit, or any Order issued hereunder. Significant noncompliance shall be determined by the method currently accepted by Region VI of the EPA and in accordance with current Federal regulations.

(c) *Administrative Enforcement Remedies*

(1) *Notice of Violation.* Whenever the Control Authority finds that any User has violated or continues to violate any provision of this Article, a Permit, or any Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority or his representative may serve upon the User a written Notice of Violation. Within ten (10) days of the receipt of the Notice, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Control Authority. Submission of this plan in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this Section shall limit the authority of the Control Authority to take any action, including emergency actions or any other enforcement action, without first issuing a Notice of Violation.

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(2) *Consent Order.* The Control Authority may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the User responsible for noncompliance. Such documents shall include specific action to be taken by the User to correct the noncompliance within a specific time period, also specified in the Order. Consent Orders shall have the same force and effect as administrative orders issued pursuant to Subsections (c)(3) and (c)(4) of this Section and shall be judicially enforceable.

(3) *Show Cause Hearing.* The Control Authority may order any User which has violated, or continues to violate, any provision of this Article or a Permit or Order issued hereunder, or any other pretreatment standard or requirement, to appear before the Control Authority and show cause why the proposed enforcement shall not be taken. Notice shall be served on the User specifying the time and place for the hearing, the proposed enforcement action and the reasons for such action, and a request that the User show cause why this proposed action should not be taken. This notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least five (5) days prior to the hearing. Such notice may be served on any Authorized Representative of the User.

(4) *Compliance Order.* Whenever the Control Authority finds that any User has violated or continues to violate any provision of this Article, a Permit or an Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority or his agent may issue an Order to the User responsible for the discharge directing that the User achieve compliance within a specified time period. If the User does not achieve compliance within the time provided, sewer services may be discontinued unless adequate treatment facilities, devices, or other appurtenances are installed and properly operated.

a. Compliance Orders may also contain such other requirements as might be reasonable, necessary, and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and additional management practices designed to minimize the amount of pollutants discharged to the sewer.

b. A Compliance Order may not extend the deadline for compliance established for a Categorical Pretreatment Standard or Requirement, nor does a Compliance Order relieve the User of liability for any violation, including any continuing violation.

(5) *Cease and Desist Orders.* Whenever the Control Authority finds that any User has violated or continues to violate any the provisions of this Article, a Permit or an Order issued hereunder, or any other pretreatment standard or requirement, or that the User's past violations are likely to recur, the Control Authority or his representative may issue an order to the User directing the User to cease and desist all such violations and direct the User to immediately comply with all requirements and to take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatening violation, including halting operations and terminating discharge. Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for, taking other action against the User.

(6) *Emergency Suspension.* The Control Authority may immediately suspend a User's discharge, after informal notice to the User, whenever such suspension is necessary in order to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of persons. The Control Authority may also suspend a User's discharge, after notice

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and opportunity to respond, that threatens to interfere with the operation of the POTW or which presents or may present an endangerment to the environment.

a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such steps as deemed necessary, including immediate severance of the sewer connection or termination of water service, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Control Authority may allow the User to recommence its discharge when the User has demonstrated, to the satisfaction of the Control Authority, the period of endangerment has passed unless the ~~revocation~~ termination proceedings set forth in paragraph (c)(~~8~~ 7) of this Section are initiated against the User.

b. A User which is responsible, in whole or in part, for imminent endangerment shall submit a detailed written statement, describing the cause(s) of the harmful contribution and the measures taken to prevent any future occurrences, to the Control Authority prior to the date of any Show Cause or Termination hearing.

c. Nothing in this Section shall be interpreted as requiring a hearing prior to any emergency suspension under this Section.

(7) *Termination of Sewer Service.* In addition to the provisions in this Section, any User who violates any of the following conditions shall be subject to termination of sewer service:

a. Violation of conditions of a Permit;

b. Failure to accurately report the wastewater constituents and characteristics of the discharge;

c. Failure to report significant changes in operation or wastewater volume, constituents, or characteristics prior to discharge;

d. Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling; or

e. Violation of the Pretreatment Standards in Section 42-111 of this Article.

Users shall be notified of proposed termination of its discharge and shall be offered an opportunity to show cause under Subsection (c)(3) of this Section why the proposed action shall not be taken.

(d) *Judicial Enforcement Remedies*

(1) *Injunctive Relief* When a User has violated or continues to violate any provision of this Article, a Permit or Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority may petition a court of competent jurisdiction for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the Permit, Order, or other requirement imposed by this Article on the activities of the User. The Control Authority may also seek such other action as is appropriate for legal or equitable relief, including a requirement to conduct environmental remediation. The Control Authority shall have such remedies to collect fees as it has to collect other sewer service charges. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking other action against the User.

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(2) *Civil Penalties.* Any User who has violated or continues to violate any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement shall be liable to the Control Authority for a civil penalty of not more than the maximum allowed under State law, but no less than $1000.^{00}$, per violation, per day, for as long as the violation continues. In case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation.

a. The Control Authority may recover reasonable attorney's fees, court costs, and other expenses associated with the enforcement activities, including sampling and monitoring expenses, and the cost of any actual damages incurred by the Control Authority. The Control Authority shall petition the Court to impose, assess, and recover such sums.

b. In determining amount of civil liability, the Court shall take into account all relevant circumstances, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration, any economic benefit gained through the User's violation, corrective actions by the User, compliance history of the User, and other factors as justice requires.

c. Filing a suit for civil penalties shall not be a bar against, or a prerequisite for, taking any other action against the User.

(3) *Criminal Prosecution.* Any User who willfully or negligently violates any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine in the amount up to and including the maximum allowed by State law, but no less than $1000.^{00}$ per violation. Each day on which a violation occurred or continues to occur shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

a. A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty up to and including the maximum allowed by State law, but no less than $1000.^{00}$ per violation. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law. Each day on which a violation occurred or continues to occur shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

b. Any User who knowingly makes false statements, representations, or certifications in any application, record, report, plan, or other document filed or required to be maintained, pursuant to this Article or the Permit or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this Article shall, upon conviction, be punished by a fine up to and including the maximum allowed by State law, but no less than $1000.^{00}$, per violation, per day.

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(e) *Supplemental Enforcement Remedies*

(1) *Performance Bonds.* The Control Authority may decline to reissue a Permit to any User which has failed to comply with the provisions of this Article, any previous Permit, or any Order issued hereunder unless such a User first files a satisfactory bond, payable to the POTW, in a sum not to exceed a value determined by the Control Authority to be necessary to achieve consistent compliance.

(2) *Liability Insurance.* The Control Authority may decline to reissue a Permit to any User which has failed to comply with the provisions of this Article, any previous Permit or any Order issued hereunder, or any other pretreatment standard or requirement unless the User first submits proof that it has obtained financial assurances sufficient to restore or repair damage to the POTW caused by its discharge.

(3) *Water Supply Severance.* Whenever a User has violated or continues to violate any provision of this Article, a Permit or any Order issued hereunder, or any other pretreatment standard or requirement, the Control Authority may sever water service to the User. Service will only recommence, at the User's expense, after the User has satisfactorily demonstrated ability to comply with the provisions of this Article, the Permit, or any Order issued hereunder.

(4) *Public Nuisances.* Any violation of any provision of this Article, the Permit or any Order issued hereunder, or any other pretreatment standard or requirement is hereby declared a public nuisance and shall be corrected or abated as directed by the Control Authority or his authorized representative. Any person or persons creating a public nuisance shall be subject to the provisions of the City Article governing such nuisances, including reimbursing the POTW for any costs incurred in removing, abating, or remedying said nuisance.

(f) *Affirmative Defenses to Discharge Violations*

(1) *Treatment Upsets.* An upset shall constitute an affirmative defense to an action brought for noncompliance with Categorical Pretreatment Standards if the requirements of this Subsection are met.

a. A User who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence, that:

(i) An Upset occurred and the user can identify the cause or causes of the upset;

(ii) The facility was, at the time, being operated in a prudent and workman-like manner and in compliance with applicable operation and maintenance procedures; and

(iii) The User has submitted the information in Subsection (f)(l)b. below within twenty-four (24) hours of becoming aware of the upset. If the information is provided orally, a written submission shall be provided within five (5) days.

b. The following information shall be provided to the Control Authority in the event of an upset:

(i) A description of the indirect discharge and cause or causes of noncompliance;

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(ii) The period of noncompliance, including exact dates and times of noncompliance, and if the noncompliance is continuing, the anticipated time by which compliance is expected to be restored;

(iii) All steps being taken or planned to reduce, eliminate, and prevent recurrence of such an upset.

c. In any enforcement proceeding, the User seeking to establish the occurrence of an upset shall have the burden of proof.

d. Users shall have the opportunity for judicial determination on any claim of upset only in an enforcement action brought for noncompliance with Categorical Pretreatment Standards.

e. Users shall control production of discharges to the extent necessary to maintain compliance with Categorical Pretreatment Standards upon reduction, loss, or failure of its treatment facility until the facility is restored or an alternative method of treatment is provided. This requirement shall apply in the situation where, among other things, the primary source of power of the treatment facility is reduced, lost, or fails.

f. Subsection (f)(1)a. through (f)(1)e. shall not apply to actions brought by the State of Texas in state court.

(2) *Prohibited Discharge Standards.* A User shall have an affirmative defense in any action brought against it alleging a violation of the prohibitions established in Section 42-111(b)(3) and (6) through (10) where it can prove:

a. The User did not know or have reason to know its Discharge, alone or in conjunction with a discharge or discharges from other sources, would cause interference or pass through; and

(i) A local limit designed to prevent interference or pass through was developed for each pollutant in the User's discharge that caused the interference or pass through and the User was in compliance with such local limit directly prior to and during the interference and/or pass through ; or

(ii) A local limit designed to prevent interference or pass through has not been developed for the pollutant(s) which caused the interference or pass through and the User's discharge directly prior to and during the interference or pass through did not change substantially in nature or constituents from the User's prior discharge activity when the POTW was regularly in compliance with its NPDES permit requirements and, in the case of interference, was in compliance with applicable requirements for sewage sludge use or disposal.

(3) *Treatment Bypasses.* A User may allow a bypass to occur which does not cause pretreatment standards or requirements to be violated, but only if it is for essential maintenance to ensure efficient operation of the treatment system. These bypasses are not subject to the provisions of Subsections (f)(3)a. through d. of this Section.

a. Users who know in advance of the need for a bypass shall submit prior notice to the Control Authority at least ten (10) days in advance.

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b. A User shall submit oral notice to the Control Authority of an unanticipated bypass that exceeds applicable pretreatment standards within twenty (24) hours of becoming aware of the bypass. A written submission shall be provided within five (5) days. The written submission shall contain:

(i) A description of the bypass and its cause;

(ii) The duration of the bypass, including exact dates and times and, if it has not been corrected, the anticipated time the bypass is expected to continue; and

(iii) Steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.

c. Bypass of the treatment system is prohibited, and the Control Authority may take enforcement action against a User for a bypass unless all the following conditions are met:

(i) The bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;

(ii) There were no feasible alternatives to the bypass, including the use of auxiliary treatment or retention of the untreated or partially treated wastes, maintenance during periods of normal equipment downtime, or temporarily discontinuing the wastewater-generating process. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance; and

(iii) The User submitted notices as required by subsections (f)(3)a. and b. of this Section.

d. The Control Authority may approve the anticipated bypass after considering its potential adverse effects and if the Control Authority determines the circumstances satisfy those set forth in Subsection (f)(3)c.(i) through (iii) of this Section.

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Summary of amendments to Chapter 42, "Water and Sewers" Article III, Nondomestic Waste", Division 1, "Publicly-owned Treatment Works", of the Code of Ordinances of the City of Texarkana, Texas

Section 42-110(d) is amended as follows:

by replacing the numbering for each defined term in sections 42-110(d) 1-73

by changing the reference to Texas Natural Resource Conservation Commission to Texas Commission on Environmental Quality

(3) *Approved Analytical Procedures* shall mean analytical procedures approved for the testing of wastewater samples in accordance with Title 40 of the Code of Federal Regulations, Part 136 (40 CFR 136) and amendments thereto or any method that has been approved for analyses in accordance with the approval procedure outlined in 40 CFR 136 or those analytical procedures approved by the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality (TCEQ) as appropriate.

by revising the definition of "Authorized Representative"

(4)a. The responsible corporate officer if the User submitting the report is a corporation. Responsible corporate officer shall be a president, secretary, treasurer, or vice president of the corporation in charge of the principal business function or any other person who performs similar policy or decision-making function for the corporation; or by the manager of one or more manufacturing, production or operation facilities ~~employing more than two hundred and fifty (25) persons or having gross annual sales or expenditures exceeding twenty-five (25) million dollars (in second quarter 1980 dollars), if~~ provided the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations and initiate and direct other comprehensive measures to assure long-term compliance with environmental laws and regulations; can ensure the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

40 CFR 403.12(l)

by revising the definition of "Pollution Control Inspector"

(41) *Pollution Control Inspector* shall mean ~~the Technical Supervisor, Chief Pollution Control Technician, Pollution Control Technician, or other~~ any employee of the Texarkana Water Utilities designated by the Control Authority to administer and enforce this Article.

by amending the definition of "Pretreatment Standard" by adding "Best Management Practices" to the definition

(44) *Pretreatment Standard* shall mean any regulation containing pollutant discharge limits or prohibitions promulgated by the EPA or the State or the City which applies to Nondomestic Users, including prohibitive discharges outlined in Section 42-111 of this Article. Pretreatment Standards shall include Best Management Practices (BMP) defined as schedules of activities, prohibitions of practices and other management practices to implement the prohibitions listed in 40 CFR403.5(a)(1) and (b), including, but not limited to, treatment requirements, operating procedures and practices to control plant site runoff, spillage or leakage, sludge and waste disposal or drainage from raw materials storage.

40 CFR 403.3(e)

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by amending the definition of "Significant Noncompliance" where Chronic (subpart a) and Technical Review Criteria (subpart b) violations refer only to numeric limits

(57) *Significant Noncompliance* shall mean any violation or violations which meet one or more of the following criteria:

a. Chronic violations of wastewater discharge limits, defined as those in which sixty-six percent (66%) or more of all the measurements taken during a six-month period exceed (by any magnitude) ~~the daily maximum limit or the average~~ any numeric limit for the same pollutant parameter;

b. Technical Review Criteria (TRC) violations, defined as those in which thirty-three percent (33%) or more of all the measurements for each pollutant parameter taken during a six-month period equal or exceed the product of ~~the daily maximum or the average~~ any numeric limit multiplied by the applicable TRC (TRC = 1.4 for BOD5, TSS, fats, oil and grease and 1.2 for all other pollutants except pH);

40CFR403.8(f)(2)(viii)(A) & (B)

by amending subpart c to include numeric and narrative Pretreatment Standards or Requirements

c. Any other violation of a ~~pretreatment effluent limit (daily maximum or long term average)~~ Pretreatment Standard or Requirement as defined by Section 42-110(d)(43) and (44) the Control Authority determines has caused, alone or in combination with other discharges, interference, pass-through or has endangered the health of the POTW personnel or the general public;

40CFR403.8(f)(2)(viii)(C)

Section 42-111(b) is amended as follows:

by adding, to Prohibited Discharges, a new paragraph (27)

(27) A User shall not discharge trucked or hauled pollutants, except on a case by case basis at approved discharge locations as authorized by the Control Authority.

40CFR403.5(b)(8)

Section 42-111(f) is amended as follows:

by removing the reference to net/gross adjustments in subsection (f)(8)

~~(f)(8) A User may obtain a net/gross adjustment to a categorical standard in accordance with 40 CFR 403.15.~~

Section 42-111(h) is amended as follows:

by correcting a typographic error in the title

(h) ~~*Prevention*~~ *Protection from Accidental/Slug Discharge*

by adding a requirement to conduct an evaluation within a specific time period

(h)(2) The Control Authority shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or needs to take other specific preventative actions to control slug discharge potential within one year of being designated as a Significant User and at least once every two years thereafter.

40 CFR 403.8(f)(2)(vi)

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Section 42-113(f)(1)b. is amended as follows:

by adding specific language to subsection (v) referencing grab sampling is required, where applicable, to be in a permit

(v) Self-monitoring, sampling, and reporting requirements, including an identification of pollutants to be monitored, sampling location, sampling frequency, specific analytical methods and method detection limits, and sample type(s). Where grab sampling is specified as the required method of collection, the Permit shall specify the number of grab samples required during a twenty-four-hour sampling period. Where multiple grab samples are required the Control Authority may specify minimum time interval between each grab sample collection;

40 CFR 403.12(g)(4)

by adding a new paragraph (ix)

(ix) Requirements to control Slug Discharges, either through a Slug Discharge Control Plan or other specific preventative action, if the Control Authority determines such controls are necessary.

40 CFR 403.8(f)(1)(iii)(B)(6)

Section 42-115(a)(1)e.(v).; (a)(3)e.; (b)(2) are amended as follows:

by adding the following sentence to each cited subsection

. . . . Where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or a pollution preventative alternative, the User shall submit documentation as required by the applicable Standards or by the Control Authority to determine compliance with the BMP or pollution prevention alternative.

40 CFR 403.12(o)

Section 42-115(a)(3)(b)(i) is amended as follows:

by revising the sentence to read

(i) The analytical results for all representative samples collected over the applicable reporting period, expressed in mg/L or mass as may be required, of analyses for regulated pollutants;

Section 42-115(c)(1)(a) is amended as follows:

by adding new paragraph (i)

(i) This includes any changes in hazardous pollutants for which initial notification is required in accordance with 40CFR403.12(p)

40 CFR 403.12(j)

Section 42-115(c) is amended as follows:

by adding, to reporting requirements, a new paragraph (4) addressing slug discharges

(4) *Notification of New or Increased Potential for Slug Discharges.* The Nondomestic User shall immediately notify the Control Authority of any changes to the physical facility or any industrial process and other changes which may cause or increase the potential for Slug Discharge. This notification requirement includes notification by Users who have an existing Slug Discharge Control

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Plan or have conducted preventative actions previously and the existing plan or previous action does not adequately protect from accidental or slug discharges and by Users who have not previously been required to develop a Slug Discharge Control Plan.

40 CFR 403.8(f)(2)(vi)

Section 42-115(f) is amended as follows:

by updating the reference to the state regulatory authority and including additional records retention requirements

(3) Any User subject to the reporting requirements in this Article shall be required to retain, and make available upon request for inspection and copying by the Control Authority, the Texas ~~Natural Resource Conservation~~ Commission on Environmental Quality, the Arkansas Department of Environmental Quality or the EPA, all records of information obtained pursuant to any monitoring activities required by this Article, any records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements and documentation associated with enforceable Best Management Practices contained in a Pretreatment Standard for a minimum of three (3) years. This period of retention shall be automatically extended for the duration of any litigation concerning the User or the City or where the User has been specifically notified of a longer retention time by Control Authority, the ~~TNRCC~~ TCEQ, or the EPA.

40 CFR 403.12(o)

Section 42-119(c) is amended as follows:

to correct a typographic error and an incorrect citation

(6)a. Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the suspension order, the Control Authority may take such steps as deemed necessary, including immediate severance of the sewer connection or termination of water service, to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The Control Authority may allow the User to recommence its discharge when the user has demonstrated, to the satisfaction of the Control Authority, the period of endangerment has passed unless the ~~revocation~~ termination proceedings set forth in paragraph (c)(~~8~~ 7) of this Section are initiated against the User.

Section 42-119(d) is amended as follows:

by amending subpart (2) to specify required minimum dollar amount for civil penalties

(2) *Civil Penalties*. Any User who has violated, or continues to violate, any provision of this division, the permit or any order issued hereunder, or any other pretreatment standard or requirement, shall be liable to the Control Authority for a civil penalty of not more than the maximum allowed under state law, but no less than $1000.^{00}$, per violation, per day, for as long as the violation continues. In case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of violation.

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by amending subpart (3); (3)(a); (3)(b); (3)(c) to specify the required minimum amount for criminal penalties

(3) *Criminal prosecution.* Any User who willfully or negligently violates any provision of this division, the permit or any order issued hereunder, or any other pretreatment standard or requirement, shall, upon conviction, be guilty of a misdemeanor, punishable by a fine in the amount up to and including the maximum allowed by state law, but no less than $1000.^{00}$ per violation. Each day on which a violation occurred, or continues to occur, shall be deemed a separate and distinct violation. In the case of monthly or long-term average discharge limits, fines shall be assessed for each day during the period of violation.

a. A User who willfully or negligently introduces any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a misdemeanor and be subject to a penalty up to and including, the maximum allowed by state law, but no less than $1000.^{00}$ per violation.

b. Any User who knowingly makes false statements, representations or certifications in any application, record, report, plan or other document filed or required to be maintained, pursuant to this division or the permit or who falsifies, tampers with or knowingly renders inaccurate any monitoring device or method required under this article shall, upon conviction, be punished by a fine up to and including the maximum allowed by state law, but no less than $1000.^{00}$, per violation, per day.

40 CFR 403.8(f)(1)(vi)(A)

Section 42-119(f) is amended as follows:

by adding a paragraph to clarify affirmative defense for upsets does not apply to enforcement actions brought by the state in state court

(1)f. Subsection (f)(1)a. through (f)(1)e. shall not apply to actions brought by the State of Texas in state court.

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