



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 8, 2015

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	
Vacant Ward	Ward 1	Absent	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Kevin Davenport, Kyle Dooley, Shirley Jaster, Charlie Bassett, David Orr, Lisa Thompson, Karey Parker, Robby Robertson, Charles Kreidler, Gary Smith, Bill King, Bobby Bean, Eric Schlotter, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

CDEA Brownfields Project Response Team Visit:

Tuesday, June 16th - 5:00 p.m. Public Meet & Greet with Mayor/Council at Pecan Point

Tuesday, June 16th - 6:30 p.m. Public Workshop at Perot Theatre

Monday, June 22, 2015 at 6:00 p.m.

Monday, July 13, 2015 at 6:00 p.m.

Monday, July 27, 2015 at 6:00 p.m.

Monday, August 10, 2015 at 6:00 p.m.

Monday, August 24, 2015 at 6:00 p.m.

Parks & Recreation Events:

Thursday, June 11th - Movies in the Park (Annie) at Spring Lake Park

Thursday - Saturday, June 11th - 13th - Baseball Tournament at Spring Lake Park
Saturday, June 13th - Softball Tournament at Wallace Park

For a complete list of Parks & Recreation activities and information call 903-798-3978 or visit the city's website: <http://tx-texarkana.civicplus.com>

Other City Events:

- Texarkana, Texas Farmers' Market - 305 Texas Blvd. (Tue., Thurs., & Sat. 7:00 a.m. until sold out)

Mayor Bruggeman expressed words of solace for the regrettable loss of Ward 1 Council Member Bradfield Casteel but extolled Council Member Casteel's outstanding city service. Council Member Casteel will be sorely missed for the compassion he displayed for residents of Ward 1, his well-dressed and well-arranged council meeting attire, his personal greetings and handshakes to citizens and staff as he entered the council chambers, and his warm personality towards everyone who knew him. Council Member Casteel's son, Rod Wells, thanked the city for all of the support, comfort, and respect given to the Casteel family at this sad time. Mayor Bruggeman presented the Casteel family with flowers, Council Member Casteel's name plate and photograph.

Mayor Bruggeman announced that Eagle Distributing has received a very prestigious national award. As part of the reward, the famous Clydesdale horses will be coming to Texarkana in late summer. The projected arrival dates are August 25th - 30th. The beautiful horses will be available for public viewing.

Appointments to Boards & Commissions

Council Member Paddock recommended Keith Garrett for appointment to a regular member position on the Planning and Zoning Commission. Council Member Paddock also recommended Jon Sheppard for appointment to an alternate member position on the Planning and Zoning Commission.

Motion to make appointments to the Planning and Zoning Commission.

(6:12 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC (LIMIT 5 MINUTES EACH)

Items scheduled for "Public Hearing" or have been heard at a previous "Public Hearing" are not to be addressed at the "Open Forum".

William Jones addressed council concerning the demolishing of the Kress building on Broad Street.

V. ITEMS FOR CONSIDERATION***Consent Items***

(6:16 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 26, 2015 at 6:00 PM.
2. Resolution No. 2015-039 accepting a bid and authorizing the City Manager to issue a purchase order to Tyler Technologies for electronic ticket writing software and hardware provided through Brazos Technology, of College Station, Texas, for the purchase of electronic ticket writing software and hardware in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00).

Public Hearing: May 11, 2015
Second Briefing: May 26, 2015
Council Vote: June 8, 2015

3. Ordinance No. 2015-043 approving the amendment of the FY15 budget expenditures to include the unspent balance of FY14 demolition funds for the Street Division budget.

Public Hearing: May 11, 2015
Second Briefing: May 26, 2015
Council Vote: June 8, 2015

4. Ordinance No. 2015-044 amending budget expenditures for the fiscal year ending September 30, 2015 to appropriate FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) in the Municipal Court Technology fund for the partial purchase of electronic ticket writing software and hardware.

Public Hearing: May 11, 2015
Second Briefing: May 26, 2015
Council Vote: June 8, 2015

Action Items

5. Ordinance No. 2015-047 rezoning a 7.882 acre tract of land in the Willis Oldham HRS, A-458, located at 5445 North Park Road. Planned Development-Commercial and Planned Development-General Retail to Commercial. James Blackburn, owner. Kirk Patton, agent.

Public Hearing: May 11, 2015

Second Briefing: May 26, 2015

Council Vote: June 8, 2015

Kirk Patton spoke and thanked council for the five affirmative votes on this item. City Attorney Jeff Lewis made a few comments.

(6:21 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Davis, Ward 6
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

VI. FIRST BRIEFINGS**VII. PUBLIC HEARINGS**

1. Ordinance No. 2015-051 rezoning the East 1/2 of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street. Single Family-3 to Planned Development-Neighborhood Service. Kimberly Westley, applicant.

Public Hearing: June 8, 2015

Second Briefing: June 22, 2015

Council Vote: July 13, 2015

No citizen comments were made at this public hearing.

RESULT:	MOVED FORWARD	Next: 6/22/2015 6:00 PM
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2. Motion to move Ordinance No. 2015-053 up for council vote.

(6:25 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Christy P. Paddock, Ward 5
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

3. Ordinance No. 2015-053 amendment to PD-79-5(GR) for site plan approval on an approximate 9.74 acre tract of land located in the George Brinlee HRS, A-18, located at 4317 McKnight Road. John Rich, applicant. Kayla Wood, MTG Engineering, agent.

Public Hearing: June 8, 2015
Second Briefing: June 22, 2015
Council Vote: July 13, 2015

Kayla Wood, representing MTG Engineering, spoke at the public hearing and asked for council consideration of an expedited vote.

(6:26 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Brian Matthews, Ward 4
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

4. Resolution No. 2015-058 authorizing the City Manager to execute a lease/purchase agreement with Key Government Finance, Inc., for Cisco Systems computer network switching equipment and related computer hardware in an amount not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86), over a five-year lease period.

Public Hearing: June 8, 2015
Second Briefing:
Council Vote: June 22, 2015

No citizen comments were made at this public hearing.

RESULT:	MOVED FORWARD	Next: 6/22/2015 6:00 PM
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5. Resolution No. 2015-059 approving the application for the Edward Byrne Justice Assistance Grant providing a total grant in the amount of TWENTY-NINE THOUSAND SIX HUNDRED EIGHT and NO/100 DOLLARS (\$29,608.00), where the City of Texarkana, Texas will receive SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR and NO/100 DOLLARS (\$16,284.00) and Bowie County, Texas will receive THIRTEEN THOUSAND THREE HUNDRED TWENTY-FOUR and NO/100 DOLLARS (\$13,324.00).

Public Hearing: June 8, 2015
Second Briefing:
Council Vote: June 8, 2015

Charles Kreidler briefed this item and spoke at the public hearing.
(6:34 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Willie Ray, Ward 2
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

6. Resolution No. 2015-060 authorizing the City Manager to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems Network Equipment and related computer hardware from the Government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

Public Hearing: June 8, 2015
Second Briefing:
Council Vote: June 22, 2015

No citizen comments were made at this public hearing.

RESULT:	MOVED FORWARD	Next: 6/22/2015 6:00 PM
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7. Motion to move Resolution No. 2015-056 up for council vote.

(6:41 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Brian Matthews, Ward 4
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

8. Resolution No. 2015-056 approving the FY16 Master Fee List and establishing certain new fees.

Public Hearing: June 8, 2015
Second Briefing: June 22, 2015
Council Vote: July 13, 2015

Mayor Bruggeman stated that council members held two workshops to review the master fee list and that the council received good input from developers, sign company representatives and other citizens who attended.

Council Member Veal-Gooch asked council to consider voting on an amended Resolution No. 2015-056 to reflect that the master fee list would be effective immediately instead of the proposed October 1, 2015 effective date. A motion was made by Council Member Paddock and seconded by Council Member Ray to vote on the amended resolution.

City Attorney Jeff Lewis clarified that Section 3 of proposed Resolution No. 2015-056 would be amended to read that the master fee list would be effective immediately after the passage of amended Resolution No. 2015-056.

(6:41 p.m.)

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Christy P. Paddock, Ward 5
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

VIII. SECOND BRIEFING WITH UPDATES

1. Motion to move Ordinance No. 2015-032 up for council vote.

(6:47 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Davis, Ward 6
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

2. Ordinance No. 2015-032 amending PD-00-6(GR) for revised site plan approval to allow modification of existing signage on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road. Greg Bennett, applicant. Eddy Hackleman, agent. (Due to Planning and Zoning Commission denial, a 3/4 vote is required by the City Council to approve this request).

Public Hearing:
Second Briefing: June 8, 2015
Council Vote: June 22, 2015

David Orr made additional comments at the second briefing. Council Member Veal-Gooch suggested that staff set up a workshop for the City Council to meet with Planning and Zoning Commission members.

(6:48 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Brian Matthews, Ward 4
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

IX. SECOND BRIEFING WITHOUT UPDATES

1. Motion to move Ordinance No. 2015-049 up for council vote.

(6:50 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

2. Ordinance No. 2015-049 authorizing the City Manager to accept the bid and enter into a contract with Kampco, Inc. Of Texarkana, Arkansas, in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-FOUR AND 46/100 DOLLARS (\$1,050,554.46) for the South Stateline Sewer Phase III Sewer Trunk Main Relocation/Rehabilitation project.

Public Hearing:	May 26, 2015
Second Briefing:	June 8, 2015
Council Vote:	June 22, 2015

Mayor Bruggeman asked Bill King if an expedited vote on this item would be helpful. Bill King responded that expediting the vote on this ordinance would greatly help the project.

(6:51 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Brian Matthews, Ward 4
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman

X. ITEMS FOR DISCUSSION

Staff Updates - Gateway Welcome Sign

Lisa Thompson provided an update to council and showed some pictures of where the proposed welcome sign could be located. Depending on the location, council consensus is for staff to ask TxDOT officials for an exception to increase the size of the sign and to talk to City of Nash officials about possibly locating the sign west of the Kings Hwy exit off Interstate 30. City Manager Whitson added that TxDOT may have certain considerations due to the geographical locations of each proposed site.

Welcome Sign Update Photos

XI. ADMINISTRATIVE COMMENTS

1. City Council - Consideration of Ward 1 vacancy and council member appointment to the Electrical Board.

Council decided to fill the vacancy and remaining unexpired term in Ward 1 by appointment. The council will review, consider and discuss all letters of interest received from Ward 1 residents. Letters of interest must be submitted to the City Secretary by the deadline of 5:00 p.m. on Friday, June 19, 2015. All candidates who submit letters of interest for the appointment are scheduled to be interviewed by the City Council during the June 22, 2015 Regular Council Meeting and should plan to attend.

Council nominated Council Member Matthews to serve in the vacated council member position on the Electrical Board.

2. City Staff - No comments were made by staff.

XII. ADJOURNMENT

Motion to Adjourn

A motion was made to adjourn the meeting.
(7:06 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Brian Matthews, Ward 4
AYES:	Ray, Veal-Gooch, Matthews, Paddock, Davis
ABSENT:	Ward
EXCUSED:	Bruggeman



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MAY 26, 2015

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	
Brad Casteel	Ward 1	Present	
Willie Ray	Ward 2	Present	6:07 PM
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Sherry Jackson, Bill King, Gary Smith, Eric Schlotter, Cody Harris, Jim Powell, Charles Kreidler, Kyle Dooley, Robby Robertson, Lisa Thompson, David Orr, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY P. PADDOCK

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, June 8, 2015 at 6:00 p.m.
Monday, June 22, 2015 at 6:00 p.m.
Monday, July 13, 2015 at 6:00 p.m.
Monday, July 27, 2015 at 6:00 p.m.

Parks & Recreation Events:

Thursday, May 28th - Movies in the Park (*Paddington*) - Spring Lake Park (at dusk)
Saturday, May 30th - Softball Tournament at Karrh Park
Thursday, June 4th - Movies in the Park (*Alexander and the Terrible, Horrible, Very Bad Day*) - Spring Lake Park (at dusk)
Sunday, June 7th - Volleyball Tournament at Bringle Lake West Park

Minutes Acceptance: Minutes of May 26, 2015 6:00 PM (Consent Items)

For a complete list of Parks & Recreation activities and information call 903-798-3978 or visit the city website: <http://tx-texarkana.civicplus.com>

Other City Events:

Texarkana, Texas Farmers' Market - 305 Texas Blvd. (Tue. & Sat. 7:00 a.m. until sold out)

Swearing in Ceremony for Unopposed Council Member Candidates

Judge Sherry Jackson swore in the following council members:

Council Member Ward 2 - Ms. Willie Ray
Council Member Ward 3 - Ms. Tina M. Veal-Gooch
Council Member Ward 5 - Ms. Christy P. Paddock

City Council Members Swearing In Ceremony

Appointments to Boards & Commissions

There were no citizen appointments made by council.

City Council Member Appointments Annual Review

Council Members left current assignments in place. No changes were made.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC (LIMIT 5 MINUTES EACH)

Items scheduled for "Public Hearing" or have been heard at a previous "Public Hearing" are not to be addressed at the "Open Forum".

Taylor Barr addressed council concerning a sign violation notice.

Mike Lalonde addressed council concerning a sign ordinance.

V. ITEMS FOR CONSIDERATION

Consent Items

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Willie Ray, Ward 2
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Paddock, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 11, 2015 at 6:00 PM.

(6:24 p.m.)

Action Items

2. Resolution No. 2015-054 appointing a Mayor Pro Tem for the term beginning June 1, 2015 and ending on May 31, 2016 or until superseded by new council member appointments.

Public Hearing:

Second Briefing:

Council Vote: May 26, 2015

Council Member Paddock nominated Council Member Veal-Gooch to serve as Mayor Pro Tem for another year.
(6:26 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Paddock, Davis
EXCUSED:	Bruggeman

3. Ordinance No. 2015-038 amending the budget expenditures for the fiscal year ending September 30, 2015 in an amount not to exceed \$300,000 for the demolition of the Kress building located at 116 West Broad Street.

Public Hearing: April 27, 2015

Second Briefing: May 11, 2015

Council Vote: May 26, 2015

Council Member Paddock asked for council to consider the amended Ordinance No. 2015-038 for vote. A motion was made by Council Member Matthews and seconded by Council Member Ray to vote on the amended ordinance. Mayor Bruggeman asked the City Secretary to read the caption to the amended ordinance before the vote.
(6:32 p.m.)

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Brian Matthews, Ward 4
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Paddock, Davis
EXCUSED:	Bruggeman

VI. FIRST BRIEFINGS

1. Ordinance No. 2015-051 rezoning the East 1/2 of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street. Single Family-3 to Planned Development-Neighborhood Service. Kimberly Westley, applicant.

Public Hearing: June 8, 2015
 Second Briefing: June 22, 2015
 Council Vote: July 13, 2015

David Orr briefed this item.

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

2. Ordinance No. 2015-052 rezoning a 4.6 acre tract (Tract 57) located in the G. Brinlee HRS, A-18, located in the 4700 block of McKnight Road. Planned Development-Office to Planned Development-General Retail. Ralph and Tammy McDowell, applicants. Caleb Pittman, agent.

Public Hearing: June 8, 2015
 Second Briefing: June 22, 2015
 Council Vote: July 13, 2015

David Orr briefed this item. Caleb Pittman, agent, asked to withdraw this item from the agenda. Council accepted the withdrawal request.

RESULT: WITHDRAWN

3. Ordinance No. 2015-053 amendment to PD-79-5(GR) for site plan approval on an approximate 9.74 acre tract of land located in the George Brinlee HRS, A-18, located at 4317 McKnight Road. John Rich, applicant. Kayla Wood, MTG Engineering, agent.

Public Hearing: June 8, 2015
 Second Briefing: June 22, 2015
 Council Vote: July 13, 2015

David Orr briefed this item. Kayla Wood, MTG Engineering agent, briefed this item.

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

4. Resolution No. 2015-056 approving the FY16 Master Fee List and establishing certain new fees.

Public Hearing: June 8, 2015
 Second Briefing: June 22, 2015
 Council Vote: July 13, 2015

The City Council requested to have workshop review sessions, with public input, to discuss the master fee list in detail prior to this item advancing towards vote. City Manager Whitson suggested considering the approximate 335 fees on the master fee list in highest-to-lowest order. Council agreed and upcoming workshops will be scheduled.

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

5. Motion to move Ordinance No. 2015-057 up for council vote.

(7:39 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Christy P. Paddock, Ward 5
SECONDER: Willie Ray, Ward 2
AYES: Casteel, Ray, Veal-Gooch, Matthews, Paddock, Davis
EXCUSED: Bruggeman

6. Ordinance 2015-057 amending Ordinance 2015-029 and Ordinance 2015-050 authorizing the City Manager to enter into contracts with Caldera East I LLC or other parties for the funding of street construction and improvements to complete the extension of Gibson Lane from Pleasant Grove Road to Texas FM 989 (Kings Hwy); approving the reimbursement of the approved construction costs using funds generated from future development revenue from the Tax Increment Reinvestment Fund #1 in an amount not to exceed THREE MILLION DOLLARS (\$3,000,000) in construction.

Public Hearing: May 26, 2015

Second Briefing:

Council Vote: June 8, 2015

Jerry Sparks briefed this item. City Manager Whitson made additional comments. Bobby Howell spoke at the public hearing portion. Richard Reynolds spoke at the public hearing portion. Mayor Bruggeman asked the City Secretary for a roll call vote.

(7:41 p.m.)

RESULT: ADOPTED [5 TO 1]
MOVER: Christy P. Paddock, Ward 5
SECONDER: Brad Casteel, Ward 1
AYES: Casteel, Veal-Gooch, Matthews, Paddock, Davis
NAYS: Ray
EXCUSED: Bruggeman

VII. PUBLIC HEARINGS

1. Ordinance No. 2015-049 authorizing the City Manager to accept the bid and enter into a contract with Kampco, Inc. Of Texarkana, Arkansas, in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-FOUR AND 46/100 DOLLARS (\$1,050,554.46) for the South Stateline Sewer Phase III Sewer Trunk Main Relocation/Rehabilitation project.

Public Hearing: May 26, 2015

Second Briefing: June 8, 2015

Council Vote: June 22, 2015

Minutes Acceptance: Minutes of May 26, 2015 6:00 PM (Consent Items)

There were no comments made at this public hearing.

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

VIII. SECOND BRIEFING WITH UPDATES

1. Ordinance No. 2015-047 rezoning a 7.882 acre tract of land in the Willis Oldham HRS, A-458, located at 5445 North Park Road. Planned Development-Commercial and Planned Development-General Retail to Commercial. James Blackburn, owner. Kirk Patton, agent.

Public Hearing: May 11, 2015
Second Briefing: May 26, 2015
Council Vote: June 8, 2015

David Orr made additional comments. Kirk Patton, attorney and agent, made comments at this second briefing.

(Council Member Veal-Gooch left the council meeting at 7:44 p.m.)

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

IX. SECOND BRIEFING WITHOUT UPDATES

1. Resolution No. 2015-039 accepting a bid and authorizing the City Manager to issue a purchase order to Tyler Technologies for electronic ticket writing software and hardware provided through Brazos Technology, of College Station, Texas, for the purchase of electronic ticket writing software and hardware in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00).

Public Hearing: May 11, 2015
Second Briefing: May 26, 2015
Council Vote: June 8, 2015

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

2. Ordinance No. 2015-044 amending budget expenditures for the fiscal year ending September 30, 2015 to appropriate FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) in the Municipal Court Technology fund for the partial purchase of electronic ticket writing software and hardware.

Public Hearing: May 11, 2015
 Second Briefing: May 26, 2015
 Council Vote: June 8, 2015

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

3. Ordinance No. 2015-043 approving the amendment of the FY15 budget expenditures to include the unspent balance of FY14 demolition funds for the Street Division budget.

Public Hearing: May 11, 2015
 Second Briefing: May 26, 2015
 Council Vote: June 8, 2015

RESULT: MOVED FORWARD

Next: 6/8/2015 6:00 PM

X. ITEMS FOR DISCUSSION

Staff Updates

There were no staff updates.

XI. ADMINISTRATIVE COMMENTS

1. Council Members

Council Members had no comments.

2. City Staff

City Staff had no comments.

XII. CLOSED SESSION

At this portion of the meeting, Mayor Bruggeman made the following announcement: For everyone here and those watching on live stream, the Council does not anticipate taking any action after closed session other than reconvening in open session and adjourning the meeting. For that reason, we will end the live stream at this particular time.

The City Council convened in closed session pursuant to one or more of the following sections of the Texas Open Meetings Act (Chapter 551 of the Texas Government Code):

§ 551.071 Private consultation with the City Attorney

§ 551.072 Discussing or deliberating purchase, exchange, lease or value of real property.

§ 551.074 (Personnel matters) to discuss or deliberate city manager evaluation, duties, goals and performance review format.

XIII. RECONVENE INTO OPEN SESSION**XIV. ADJOURNMENT**

Motion to Adjourn

A motion was made to adjourn the meeting.
(9:24 p.m.)

RESULT:	ADOPTED [5 TO 0]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Casteel, Ray, Matthews, Paddock, Davis
EXCUSED:	Bruggeman
AWAY:	Veal-Gooch



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of May 26, 2015 6:00 PM (Consent Items)

City of Texarkana, Texas

Version: J

Update Date: 6/4/2015 10:12 AM

Briefing Sheet

Lead Department: Police **Action Officer:** Charles Kreidler,
Resolution No. 2015-039 accepting a bid and authorizing the City Manager to
issue a purchase order to Tyler Technologies for electronic ticket writing
software and hardware provided through Brazos Technology, of College
Station, Texas, for the purchase of electronic ticket writing software and
hardware in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE
Subject: HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00).

Briefing: 6/8/2015 **Public Hearing:** 5/11/2015 **Second Briefing:** May 26, 2015 **Council Vote:** 6/8/2015

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

Updates to questions posed during April 27th Council Meeting

- Question by Mr. Casteel on using the Ticket Writer Devices to identify individuals by fingerprint when no other form of identification is available.
 - At the present time the technology is not available with the proposed device. However, it is in development and could be something that we can add at a later date.
- Question by audience member (Paul Stenzel) about using Ticket Writers to submit the state vehicle crash reports.
 - The Ticket Writer devices are capable of handling the state crash/accident reports. However, the initial set up cost would be \$11,400 with annual maintenance fee of \$3,400. The current state program is provided at no cost to municipal agencies and meets our immediate needs.
- Question by Mr. Davis about the interoperability of the Ticket Writer Devices with a possible new radio system and existing CAD software.
 - Staff contacted Brazos and determined our initial comments were on target with the use of the Ticket Writers. In summary, the ticket writers and radio system would be totally independent of each other, and any subsequent connection to CAD software would only provide a secondary repository for data already stored with Brazos.

Executive Summary and Background Information:

City of Texarkana, Texas

In 2011, the Texarkana Municipal Court upgraded their computer management software to a Tyler Technologies product, known as Incode. The new software was necessary for the court to more efficiently record data and to ensure communication with the new county software package, a Tyler product under the name Odyssey. Ultimately, Incode provided the vehicle for the court to communicate warrant information with the county system that, in turn, feeds the information to law enforcement on a daily basis.

To pay for the purchase of Incode the Court used the Municipal Court Technology Fund that was established several years ago to give the Court a revenue stream to upgrade systems and purchase technology items. The fund is maintained through a \$4 court cost fee added to each charge handled by the Municipal Court.

Since the purchase in 2011, the Technology Fund has been earmarked for paying the balance of the cost of the Incode Software. As of 2015, the final funds transfer has been made which closes out the purchase of Incode, and makes the Technology Fund available for other projects.

As a group the Municipal Court, Police Department and Fire Department agree that the next project to be considered for the Technology Fund should be an expansion of the Incode System to include Electronic Ticket Writers. These devices are the next logical step in upgrading the technology used by the Court and both Police and Fire to increase effectiveness and efficiency in those Departments. For the Municipal Court the need for daily data entry of paper citations into the Incode System would no longer be necessary. Citations would be available almost immediately thus eliminating the need for citizens to wait for the paper copy to make its way to the court for action. For Police and Fire the three-part paper citation would no longer be needed and the storage of citation copies (retention as required by statute) would become electronic. The police department will also have the ability to complete field interviews, enter vehicle impounds, enter criminal trespass warnings, complete driver information exchange and have automatic collection of statutorily required racial profiling data (currently entered manually by the court). As an added measure of safety, anytime an officer or firefighter (peace officer) would scan or enter a name in the E-Ticket Writer he or she would immediately be notified of outstanding municipal warrants on the individual.

The expansion to include E-Ticket Writers is something that has been considered since the initial purchase of Incode. Most recently Sergeant Geoff Lewis, Police Department, has been researching options for purchasing the technology that would ensure seamless communication between the hardware required and the Court's Incode software. He discovered rather quickly that the leading company in Texas is Brazos Technologies, a strategic partner with Tyler Technologies, the maker of Incode. Sgt. Lewis determined that Brazos is a sole source vendor for the software that interfaces with Incode to provide active warrants, Incode offense codes, officer information and fine amounts to the E-Ticket Writer hardware. Simply, Brazos communicates with Incode more effectively and provides more information exchange than any other software currently available.

As a sole source provider Tyler Technologies submitted a bid to the city for Brazos Technologies software and hardware in the form of 17 E-Ticket Writers and printers along with additional modules (field interview, towing, driver exchange, and criminal trespass), associated accessories (Batteries, Chargers, etc.) and on-site training for a total amount of \$85,586. The bid includes a full interface with Incode and support for ensuring communication

City of Texarkana, Texas

between the two software suites. There is an annual fee of \$8,188 that covers software maintenance, interface maintenance (Brazos/Incode) and storage that will be covered each year by the Municipal Court Technology Fund following this initial purchase.

Even though Brazos is a strategic partner with Tyler and a sole source vendor, the Departments were concerned about ensuring that alternatives were researched before making a purchasing recommendation. Through the efforts of Sergeant Lewis two bids was secured from a vendors not associated with Brazos or Tyler.

The second bid was received from the CiteClearly company and included similar Motorola hardware and software including 16 handheld E-Ticket Writers, printers and associated hardware for a total of \$73,722.18. The bid was obtained before the Fire Department added the 17th device, so it would be necessary to increase the total by approximately \$3,000 for a final tally of \$76,722.18. Additionally, the company has indicated that an interface with Incode would likely incur fees from Tyler. The company does not offer the field interview, criminal trespass documentation, driver information exchange or towing capabilities in their software. CiteClearly uses a third party vendor to quote the necessary hardware, and that company (system_id) included an older version of the Motorola handheld device that does not have 4G cellular capability and utilizes a much lower resolution camera (See device comparison page).

As a result of CitClearly's lack of immediate interface with Incode along, with their device and software limitations, staff could not recommend a purchase from the company. However, the bid is included here to give the staff and council a comparison of competitors to Brazos.

The Third bid was received from APS (Advanced Public Safety), the closest rival to Brazos in the E-Ticket industry. The APS bid moved away from the handheld type device to a tablet environment for a total of \$119,206.65 for 17 tablets and printers. Clearly the initial cost for APS is considerably higher than either of the first two bids and the company is not offering the handheld device that the Departments feel better suit their needs.

After reviewing the available options and with careful consideration of the bids submitted, staff is recommending to proceed with the purchase of E-Ticket Writers from Brazos Technologies.

Potential Options:

- No purchase

Fiscal Implications:

The initial purchase of software and equipment is being accomplished through the Municipal Court Technology Fund, Police Department Budget Funds, Fire Department Budget Funds and a Deferment of \$14,000 that will be due in March of 2016. A detailed budget plan is attached that indicates the individual Department contribution to the initial purchase. The deferment will be paid through a cooperative effort between the Police Department and the Municipal Court that is contingent upon the balance of the Technology Fund in March of 2016. An amendment to the Budget for FY14-15 will also be required to appropriate the available technology funds.

Staff Recommendation:

Staff Recommends Purchase of Brazos software and associated hardware that will allow for the computerized capture and transfer of citation information for the Police, Fire and Municipal

City of Texarkana, Texas

Court.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

None

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2015-039 Resolution (DOC)
- b. Brazos 17HHs v3 3-27-2015 (PDF)
- c. CiteClearly PDA Proposal - Texarkana (PDF)
- d. APS Proposal - TX - Texarkana PD - 17VP2 - 17Tablet - 17Printers - 3 (DOC)
- e. Device Comparison (DOCX)
- f. Brazos Sole Source (PDF)
- g. Budget Plan (DOCX)
- h. Departments Using Brazos.xlsx (PDF)
- i. Goals & Perspectives (DOCX)
- j. Reso. 2015-039 signed (PDF)

Staff Coordination

Police 10:16 AM	Kevin Schutte	Action	Completed	04/15/2015
Police	Dan Shiner	Department Head Review	Completed	
	04/15/2015 10:28 AM			
Assistant City Manager Review	Completed	Shirley Jaster	Assistant City Manager	
		04/15/2015 11:56 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	04/15/2015 1:02 PM			
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	04/15/2015 1:46 PM		
Finance Department 4:16 PM	Charlie Bassett	Finance Review	Completed	04/17/2015
City Manager 8:03 AM	John Whitson	City Manager Review	Completed	04/21/2015
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	04/27/2015

Meeting History

04/27/15	City Council	MOVED FORWARD	Next: 05/11/15
05/11/15	City Council	MOVED FORWARD	Next: 05/26/15

City of Texarkana, Texas

05/26/15

City Council

MOVED FORWARD

Next: 06/08/15

RESOLUTION NO. 2015 - 039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, FOR THE PURCHASE OF BRAZOS ELECTRONIC TICKET WRITING SOFTWARE AND HARDWARE IN AN AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND NO/100 (\$85,586.00); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Municipal Court, Police Department, and Fire Department have obtained a qualified sole source bid for the project; and

WHEREAS, to increase effectiveness and efficiency in those departments; and

WHEREAS, the sole source bid by a responsible bidder meeting specifications was submitted for software and hardware provided by Brazos Technology, of College Station, Texas, through their strategic partnership with Tyler Technologies for the purchase of 17 Motorola MC67 handhelds, 17 Zebra RW420 printers, software, and licensing in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND NO/100 (\$85,586.00); and

WHEREAS, Chapter 252 of the Texas Local Government Code allows a local government to make purchases using sole source; and

WHEREAS, the funding source for the approved purchase will be the Municipal Court Technology Fund and available funds in the current Police Department and Fire Department budgets with a deferment of \$14,086 of the total cost to be paid in March of 2016 from the Municipal Court Technology Fund and Police Department budget; and

WHEREAS, the annual maintenance cost payable to Tyler Technologies for coverage on Brazos Technologies hardware and software associated with this purchase will be funded through the Municipal Court Technology Fund.

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

SECTION 1: That the sole source bid by Tyler Technologies for the purchase of Brazos Technology, of College Station, Texas, electronic ticket writing software and hardware in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS AND NO/100 (\$85,586.00).

SECTION 2: That the City Manager is hereby authorized to issue a purchase order to Tyler Technologies for the above equipment.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Proposal

Local Government Division

Brazos eCitation - 17 Units

Presented to:

Sgt. Geoffrey Lewis

City of Texarkana, TX

Texarkana, TX

(903) 798-1752

lewisg@txkusa.org

Proposal date:

March 27, 2015

Submitted by:

Ryan Burns

(800) 646-2633

ryan.burns@tylertech.com

Tyler Technologies

Local Government Division

5519 53rd Street

Lubbock, Texas 79414

Investment Summary

Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	2,750	1,238
	2,750	1,238
Hardware & Third Party Software	Investment	Annual Fees
Brazos Technology Software & Hardware	70,836	6,950
	70,836	6,950
Professional Services	Investment	
Brazos Technology Software & Hardware	12,000	
	12,000	
Project Total	85,586	8,188

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date

Brazos software includes 12 months of maintenance in the initial fee.

All payment terms are net thirty (30) days

Software Licenses

Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Maintenance
Incode Court Case Management Suite				2,750		1,238
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)	2,750	Included	Included			
Incode Application Subtotal				2,750		1,238
Application and System Software Total				2,750		1,238

Brazos Technology e-Citations

Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos eCitation Mobile Application Software					
Brazos RDC Software	17	14,450		5,950	Brazos
- Citations					
- Warnings					
- Parking Tickets					
- Stand-alone racial profiling (when not captured via other methods)					
- 1 Year Maintenance and Support					
Brazos Interface to Court	1	N/C		1,000	
<i>**Brazos Technology Interface Only</i>					
Field Interview	1	2,500			
Criminal Trespass Module	1	2,500			
Tow Module	1	2,500			
Driver's Exchange (Basic)	1	2,500			
One-time credit		-2,500			
Implementation Services			9,000		
- One fee independent of number of devices					
- Customized Screen and Print Layouts (from an existing layout)					
- Creation of Web report that is exactly like defendant citations					
- Customization of Offenses (includes additional information)					
- Import of Officer Information					
- Import of Location Information (if applicable)					
- Implementation of Bluetooth communication between mobile device and printer					
- Installation of all software at customer site					
- Customization of additional reports					
Training			3,000		
- Two (2) days of officer/employee training					
- One (1) day of administrator training					
- Includes classroom and OJT training					
- Maximum Group Size = 12					
- All documentation					
<i>Travel and Expenses are billed as incurred</i>					
Brazos Mobile Hardware					
Motorola MC67 (2D Imager)	17	24,650			Motorola
- Includes Verizon Cellular Capability (must specify)					
- 8 Mega-Pixel autofocus camera					
- Built-in GPS					
- Extremely Bright 640x400 Full VGA Screen					
- Microsoft Mobile operating system					
- 1 Year Warranty (Parts & Labor Only)					
Brazos Mobile Hardware Accessories					
Extended Warranty for MC67/MC70	17	4,250			
- 3 Years Bronze Support					
- 3 to 5 day turnaround					
- Comprehensive Coverage (no fault)					
- Can only be purchased with new device					
4-bay Docking Cradle for MC67/MC70 (Highly Recommended)	4	1,700			
- Includes all cables (power supply and 6' network cable)					
Portsmith Single Bay Docking Cradle MC67	1	225			
Additional MC67 Extended Life Battery	17	1,003			
- 1.5x Battery					
4-Bay Battery Charger for Extended Life Batteries	4	720			
Brazos Mobile Printers and Accessories					
Zebra RW420 Bluetooth Printer w/ built-in magstripe reader	17	13,260			Zebra
- One (1) Year Manufacturer's Warranty					
- Bluetooth Communications					
Additional Batteries for RW420	16	1,248			
Wall Charger for Printer	1	70			
- 110 VAC plug to recharge printer from a standard wall socket					
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	4	1,380			
One Case (36 rolls) of standard thermal paper	4	380			

Attachment: Brazos 17HHs v3 3-27-2015 (1293 : Res. No. 2015-039 Purchase of Electronic Ticket Writers)

Brazos Technology e-Citations

Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos Software and Services		21,950	12,000 0	6,950	
Brazos Hardware Devices and Printers		48,886			
Brazos Technology Total		70,836	12,000	6,950	

Attachment: Brazos 17HHs v3 3-27-2015 (1293 : Res. No. 2015-039 Purchase of Electronic Ticket Writers)



Proposal For:

Texarkana, TX Police Department

Date: 3/16/2015

Submitted By:

Utility Data Systems of Texas, LLC

Introduction:

Thank you for allowing Utility Data Systems of Texas, LLC (UDS of Texas) to submit this proposal for CiteClearly™ Electronic Ticket Writer System to you and your department. UDS of Texas is committed to providing you the best electronic ticketing software for city ordinance violations, state statute violations, and traffic citations.

UDS of Texas and sister company Utility Data Systems, Inc. of Louisiana have been providing solutions to over six hundred local government entities for thirty-five years. Both companies are family owned which means we are more responsive and have the capability to move quickly on decisions affecting our customers.

Overview of CiteClearly™ Electronic Ticket Writer System:

CiteClearly™ Ticket Writer Software System consists of three main software programs:

1. **CiteClearly™ Cruiser Software** – Ticket Writer Application for In-Vehicle Mounted Computers
2. **CiteClearly™ Handheld Mobile Computer Software** – Ticket Writer Application for Handhelds
3. **CiteClearly™ Manager Software** – Ticket Information Import/Export/Reporting Application

1. **CiteClearly™ Cruiser Software** is ticket creation software. CiteClearly™ Cruiser Software operates on ruggedized laptop, notebook, or mounted computers that have the Microsoft® Windows XP, Windows Vista, or Windows 7 operating system. A portable thermal receipt printer capable of printing on four-inch width paper and a separate magnetic card reader complete the hardware requirements for CiteClearly™ Cruiser.

CiteClearly™ Cruiser Software maximizes data accuracy while maintaining or exceeding the speed of traditional hand-written tickets through the following features:

- A data interface that is customized to look like the hand-written tickets the officers are familiar with
- Automatic entry of data retrieved from the violator's driver's license via the magnetic card reader
- Type-ahead function that intelligently completes words as you type in certain fields
- Provides a quick list of the fifteen most popular violation codes for tickets written by the agency (requires two way data synchronization with agency databases to provide this feature initially)
- Street names, zip codes, and other location information can be imported into drop down lists to speed manual entry portions of the ticket creation process
- Local warrant information can be imported to provide the officer immediate access to possible warrants outstanding for a violator
- An existing database of Vehicle makes and models is provided; when a make is selected only models for that make are listed for faster selection

- Different application display settings for day and night shifts; the officer can quickly toggle between the two
- Officers can choose their preferred colors for both day and night settings or use the default color schemes
- Racial profiling report data can be entered for stops involving a ticket or stops not involving a ticket
- Single character shortcuts for racial profiling reporting makes data entry for the report much faster

2. **CiteClearly™ Handheld Mobile Computer Software** is ticket creation software in the same fashion as the CiteClearly™ Cruiser Software. CiteClearly™ Handheld Mobile Computer Software operates on PDA style handheld devices running Microsoft® Windows Mobile 5.0 through 6.1. CiteClearly™ Handheld Mobile Computer Software takes advantage of integrated 2D barcode scanners and magnetic card swipes that come as standard equipment on some handheld devices. A portable thermal receipt printer with integrated magnetic card reader technology capable of printing on four-inch width paper rounds out the hardware requirements.

CiteClearly™ Handheld Mobile Computer Software maximizes data accuracy while maintaining or exceeding the speed of traditional hand-written tickets through the following features:

- A data interface that guides the officer through the ticket writing process by displaying items as they become available during the traffic stop or incident
- Automatic entry of data retrieved from the violator's driver's license via the magnetic card reader
- Type-ahead function that intelligently completes words as you type in certain fields
- Provides a quick list of the seven most popular violation codes for tickets written by the agency (requires two way data synchronization with agency databases to provide this feature initially)
- Street names, zip codes, and other location information can be imported into drop down lists to speed manual entry portions of the ticket creation process
- Local warrant information can be imported to provide the officer immediate access to possible warrants outstanding for a violator
- An existing database of Vehicle makes and models is provided; when a make is selected only models for that make are listed for faster selection
- Different application display settings for day and night shifts; the officer can quickly toggle between the two
- Officers can choose their preferred colors for both day and night settings or use the default color schemes
- Racial profiling report data can be entered for stops involving a ticket or stops not involving a ticket
- Single character shortcuts for racial profiling reporting makes data entry for the report much faster

3. **CiteClearly™ Manager Software** completes the electronic ticket writing solution by importing ticket information from the Cruiser and/or the Mobile Computer systems and exporting the data electronically to one or multiple agency databases. CiteClearly™ Manager Software maintains a database of all tickets imported as a repository for reporting and as a backup to agency databases. CiteClearly™ Manager Software operates on computers that have the Microsoft® Windows XP, Windows Vista, Windows 7, Windows Server 2003, or Windows Server 2008 operating system.

CiteClearly™ Manager Software provides the following key features:

- Provides two-way import and export functionality to pass tickets written through the Cruiser or Mobile Computers to the appropriate agency databases while sending pertinent data back to the Cruisers or Mobile Computers for use in ticket creation
- Violation codes, vehicle makes and models, officer information, local warrants and other information can be added or edited through the centralized data management functionality
- A permanent copy of ticket information and other reportable information is stored in the local management system database.
- Imported ticket information is immediately available for reporting purposes and can be exported for electronic import into agency databases
- Existing Reports are:
 - Accident Report
 - Monthly Violation Activity
 - Officer Citation History
 - Racial Profiling Reports
 - Selective Traffic Enforcement Programs (STEP) Reporting
 - Custom Report Creation available upon request

CiteClearly™ Road Map to Successful Installation, Training, and Support:

UDS of Texas will coordinate with department administration and IT department to ensure a smooth and successful deployment of CiteClearly™. Prior to installation, UDS of Texas will perform a site survey via phone to identify and prepare the following:

- Personnel
 - Individual in charge of IT and/or assigned to the deployment of this project
 - Individual assigned as primary department contact
 - Shift Sergeants responsible for coordinating shift training and support
 - Officers assigned to Traffic Duty and use of CiteClearly™ Ticket Writers
 - In the case of fixed hardware, current hardware installation individual/company used to install/mount hardware in cruisers
- CiteClearly™ Manager Software
 - Sever/Desktop to be used for installation and operation of CiteClearly™ Manager Software
 - Applicable RMS/Court software to interface to
 - Available network access for interface to Handheld and/or cruiser based computers
- CiteClearly™ Cruiser Ticket Writer Software
 - Cruiser units marked for ticket writer installation and use
 - Identification of current hardware and operating system(s)
 - Determination of available network access and/or department preferred delivery method for electronic ticket file (e.g. USB Key)
- CiteClearly™ Handheld Mobile Computer Software
 - Intended use of CiteClearly™ Handheld Mobile Computer Software and Devices
 - (motorcycle officer, cruiser with mounted printer, school-assigned officer, or other)
 - Determination of available wireless network access and/or department preferred delivery method for electronic ticket file (e.g. Handheld Docking Station)
- Miscellaneous
 - RMS/Court software identification for export purposes
 - Ticket book numbering preference for active and reserve electronic ticket books
 - Discovery and identification of other incidentals

Please note, during the initial sales process we will collect many of the items listed above, we list them here for better understanding of the entire process.

Installation:

UDS of Texas installation technicians and your IT representative will schedule the installation of each CiteClearly™ software application. We offer onsite and online installation services based on your need and preference. Our goal is to make the installation of CiteClearly™ as smooth and simple as possible.

Training:

UDS of Texas training technicians will coordinate with agency contacts to schedule training of officers and IT staff on the functions of ticket creation and hardware operation in relation to CiteClearly™. As with installation, we offer onsite and online training services based on your need and preference.

Support:

UDS of Texas offers annual support plans for standard business hours software support. Here are some of the features and benefits you can expect from your annual support plan:

- Expert Support Technicians available to you via email, online, and 800 number 8:00am to 5:00pm central time Monday through Friday for the term of your standard support plan contract
- Updates to your versions of CiteClearly™ applications which may include client-requested enhancements, defect corrections, and modifications required by legislative changes
- A thirty-five year proven commitment to same-day human contact to initiate issue resolution to any request or problem you may encounter and bring about that resolution quickly

Assumptions:

The success of the proposed installation and training depends on the following assumptions:

- UDS of Texas does not provide hardware-mounting services.
- Network access is available to CiteClearly™ Manager Software for file transfer and synchronization purposes.
- Current RMS and Court Software allow importing of electronic citations and the associated interfaces necessary are in place at the time of installation of CiteClearly.
- An internet connection is available for support services.

Conclusion:

Thank you for giving us the opportunity to provide you and your agency with this proposal. Please contact us @ 800-259-0979 with any question you may have regarding the information or pricing in this proposal.



http://www.udsoftexas.com
Phone (800) 259-0979
Fax (318) 388-4690

Utility Data Systems of Texas, LLC
P.O. Box 6147
Frisco, TX 75035

Confidential Sales Order

Date	Order #
3/16/2015	11811

Bill To
Texarkana Police Department 1420 S. Park Rd. Texarkana, TX 75503

Ship To
Texarkana Police Department 1420 S. Park Rd. Texarkana, TX 75503

Qty	Item Code	Description	Price	Unit	Balance
1	CiteClearly Manager	Site License for Server/Desktop Application Responsible for Transfer of Ticket File, Generating Reports, and Maintaining Ticket Record Information	543.00	each	543.00
16	CiteClearly Handheld ...	Seat License For Electronic Ticket Writing Software Application for Handheld Ticket Writer Device	1,087.00	each	17,392.00
	Discount	Volume Discount for Above Line Items	-628.00	total	-628.00
16	CiteClearly Support - ...	Annual CiteClearly Handheld Software Support - Standard Support Plan	304.00	year	4,864.00

Please Note:

The above prices are for software only. The CiteClearly hardware will be directly quoted by our hardware vendor partner, SystemID Warehouse.

We have discounted the software and hardware by 3.5%. For Volume Purchase Only.

Purchase Order numbers are required for all orders over \$1,000. Please list your PO number in the blank provided below and include a copy of the purchase order with the signed order.

Signature below indicates you have read and accepted the terms and conditions of the License Agreement and Software Support Contract.

Subtotal \$22,171.00

Sales Tax (8.25%) \$0.00

Balance Due \$22,171.00

Confidentiality Notice: The information contained in this quotation is privileged and confidential. You are hereby notified that any dissemination, distribution or copying of any part of this quotation is strictly prohibited.

Approved By: _____

Your PO# (required if over \$1,000): _____

Dated: _____

The pricing on this quotation
is valid for 30 days.

Please Email to ap@udsinc.com
or Fax To: (318) 388-4690

For More Information Call (800) 259-0979

Remit To: P.O. Box 6147 ~ Frisco, TX 75035
Office Location: 9191 Kyser Way, Ste 105 ~ Frisco, TX 75033

Packet Pg. 36

Attachment: CiteClearly PDA Proposal - Texarkana (1293 : Res. No. 2015-039 Purchase of Electronic Ticket Writers)

UTILITY DATA SYSTEMS OF TEXAS, LLC LIMITED USE LICENSE AGREEMENT

YOU SHOULD CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE INSTALLING THIS SOFTWARE. INSTALLATION OF THIS SOFTWARE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THEM, YOU SHOULD PROMPTLY RETURN THE SOFTWARE TO UTILITY DATA SYSTEMS OF TEXAS, LLC.

The Licensee (hereinafter called licensee) and UTILITY DATA SYSTEMS OF TEXAS, LLC (hereinafter referred to as the licensor), agree on the following terms and conditions as a nontransferable and nonexclusive license to use this product.

TERMS: This agreement is effective from the date on which it is accepted by the licensee and shall remain in force until terminated by the licensee, or by the licensor as provided below.

This agreement may be terminated by licensee at which time licensee's responsibilities under this agreement, other than payment, shall be released provided licensee returns all materials received under this agreement to the licensor and warrants in writing that no materials received under this agreement have been retained. Licensor may terminate this agreement if licensee fails to comply with any of the terms and conditions of this agreement.

COPYRIGHT: The program and its related documentation are copyrighted. You may not copy the program or documentation except for backup purposes and to load the program into the computer as part of executing the program. All other copies of the program and its documentation are in violation of this agreement.

LICENSE: This agreement authorizes the licensee to use the product on one (1) Central Processing Unit (CPU) and its associated units only at licensee's address. No right to print, copy, or distribute, in whole or in part, the product is granted, except to have one machine readable copy for backup copy. Full title and ownership of the product herein remains with licensor. Third-party hosting or cloud environments are not included under this right of license without written approval of Licensor.

RESPONSIBILITIES OF PARTIES: Licensee agrees not to copy, reproduce, sell, give away, assign, sublicense, or otherwise transfer the product or any part thereof without prior written consent of licensor. Licensee agrees that during the term of this agreement, licensee shall use the product only on one (1) licensee CPU at licensee's address.

WARRANTY: There is no warranty.

LIMITATIONS OF LIABILITY: Licensor will, without additional charge, respond to a reported defect in the current unaltered release of the licensed program by issuing known defect correction information to the customer reporting the problem and/or issuing corrected code or notice of availability of corrected code. However, UDS does not guarantee service results or represent or warrant that all defects will be corrected.

The foregoing warranty is in lieu of all warranties expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. Licensee agrees that licensor will not be liable for any loss of profits, or for any claim or damage against licensee by any other party. In no event will licensor be liable for consequential damages even if licensor is notified of the possibility of such damages.

THIS PRODUCT IS DISTRIBUTED ON AN "AS IS" BASIS, WITHOUT WARRANTY EITHER EXPRESSED OR IMPLIED. SUCCESSFUL IMPLEMENTATION DEPENDS SOLELY ON THE CUSTOMER'S ABILITY TO INTEGRATE EACH PROGRAM INTO THE TOTAL INVENTORY OF "IN-HOUSE" PRODUCED PROGRAMS, INCLUDING THE ACCEPTANCE OF FULL MAINTENANCE RESPONSIBILITY. WHILE EACH OFFERING HAS BEEN REVIEWED BY UDS FOR ITS TRANSFERABILITY AND MAINTAINABILITY, NO ASSURANCE OF SUCCESSFUL INSTALLATION CAN BE GIVEN.

OTHER TERMS AND CONDITIONS: Licensee acknowledges that he has read this agreement, understands it, and agrees to be bound by its terms, and further agrees that it is the complete and exclusive statement between the parties which supersedes all communication between the parties relating to the subject matter of this agreement.

This agreement shall be governed by the laws of the State of Texas.

This agreement shall be binding upon the parties and their respective heirs, administrators, successors and assigns, without limitation, any corporate successors by merger, consolidation or other corporate organization.

No failure or delay of licensor in exercising any right under this agreement shall operate as a waiver thereof. No waiver of any breach of any provision of this agreement shall constitute a waiver of any prior, concurrent or subsequent breach. No waiver shall be effective unless made in writing.

Licensor hereby grants and licensee accepts a nontransferable, nonexclusive right to use the product at licensee's address in accordance with the terms of this agreement.

Should you have any questions about this agreement, please contact UTILITY DATA SYSTEMS OF TEXAS, LLC by writing to PO Box 6147, Frisco, TX 75035 or by calling 318/388-0920. UDS 10/09/2012

UTILITY DATA SYSTEMS
SOFTWARE SUPPORT AND MAINTENANCE CONTRACT
 Phone: (318) 388-0920 ~ Fax: (318) 388-4690

Utility Data Systems, Inc. or Utility Data Systems of Texas, LLC (herein called UDS) and the undersigned (herein called Customer), hereby agree that the following shall govern in all cases where UDS provides software support and maintenance on the product(s) listed on the attached invoice installed at Customer's address in accordance with the UDS Limited Use License Agreement. Support defined herein shall be performed by employees or contractors of UDS via telephone and/or internet through desktop sharing software.

SCOPE

For the term of this contract, UDS agrees to provide response within sixteen business hours to inquiries via telephone, the internet using desktop sharing software, and/or written contact between a UDS Technical Support Specialist (TSS) and one specified customer representative per user license held by customer between the hours of 8:00 a.m. and 5:00 p.m. Central (Daylight and Standard) Time, Monday through Friday, exclusive of UDS observed holidays. As part of this Contract, UDS will provide updates within the product version(s) as identified on the attached invoice to correct known errors existing in the product version(s). Customer agrees to immediately notify UDS of any change in status of the user(s) of the software specified in the attached invoice or of user(s) of related computer hardware that occurs during the term of this agreement. In the event Customer replaces a user, Customer agrees to purchase UDS Online Training via the internet. In the event Customer replaces computer hardware, Customer agrees to purchase Extended Customer Support for any support required of UDS during the hardware transition. Customer agrees to keep up-to-date all operating system security patches and all virus protection software to insure the best protection is available for the computer hardware that contains and/or accesses the software specified in the attached invoice.

TERM OF CONTRACT

This Contract is effective between the dates expressed in the attached invoice.

CHARGES

Charges for Software Support and Maintenance are as indicated in the attached invoice. Payment in accordance with the invoice shall be considered acceptance by the Customer of the Software Support and Maintenance Contract with UDS. If full payment is not received by UDS within thirty calendar days of the invoice date, the Software Support Contract will automatically terminate. Any support provided thereafter will be subject to UDS Regular Hourly Rates. UDS reserves the right to determine at the time support is requested the Hourly Rates for Customers who choose to pay for services on an hourly basis instead of through a Software Support Contract. Failure by Customer to pay UDS Regular Hourly Rates for support provided outside the Software Support and Maintenance Contract can result in Customer being flagged as DO NOT ASSIST until all charges are paid in full.

Fees and costs for Extended Customer Support will be charged for any item listed below under the EXCLUSIONS heading. Rates for Extended Customer Support are specified on the attached invoice. Fees for Extended Customer Support, Telephone Toll charges, and any other expenses incurred during the provision of Extended Customer Service, shall be billed monthly, and are due upon receipt. Fees for Extended Customer Support are stated in the comment section of the attached invoice and shall remain in effect throughout the term of the Software Support and Maintenance Contract. UDS will notify Customer that Extended Customer Support fees will apply prior to support being provided. Customer must agree to pay for Extended Customer Support before service will proceed. Failure by Customer to pay Extended Customer Support Fees and / or Telephone Toll Charges may, at the option of UDS, result in the cessation of all maintenance and support until all fees and costs are paid in full.

EXCLUSIONS

The following are excluded from support and maintenance under this agreement and shall incur charges as Extended Customer Support:

- A. Training or retraining of Customer personnel in the use of the software specified in the attached invoice.
- B. Support required due to the malfunction of customer's computer hardware, contraction of a computer virus or external computer attack, abuse, accident, or other cause other than normal usage, including but not limited to operator error, failure of other equipment, failure of operating system, failure to maintain a backup, software anomalies, and equipment operation in excess of design or environmental specifications on customer's equipment.
- C. Data recovery due to any of the items listed in section "B" above. Customer is responsible to provide readable backup unless currently using UDS Offsite Backup Service.
- D. Out of pocket expenses, including telephone toll charges, if any, incurred by UDS in the provision of Extended Customer Support. Any telephone toll charges incurred by Customer are Customer's own expense.
- E. After hours support.
- F. Emergency or priority issues requiring same day support.
- G. Support issues in any way related to customer software loaded onto a third-party hosting or cloud environment.

CONTRACT EXTENSION

The term of this contract may only be extended by written agreement and acceptance of both parties hereto.

LIMITATION OF REMEDY

UDS shall not be liable for any damages caused by delay in furnishing support or other performance under this contract. The sole and exclusive remedy for any breach of warranty, expressed or implied, including without limitation any warranty of merchantability or fitness of purpose, and the sole remedy for UDS's liability of any kind including liability for negligence with respect to support furnished under this contract and all other performance by UDS under or pursuant to this contract shall be limited to the total amount of fees paid by customer to UDS for services related to the claimed damages and shall in no event include any incidental or consequential damages. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by neutral, third-party arbitrator(s) agreed upon by the parties in accordance with the Texas Civil Code.

ASSIGNMENT

This Contract shall not be assigned by Customer.

NOTICE

All notices and other communications hereunder, other than notice of request for support, shall be in writing, addressed to the parties at the locations noted on the attached invoice.

ENTIRE AGREEMENT

This agreement represents and expresses the entire agreement and understanding between the parties. There is no other understanding, agreement, representation, or warranty, expressed or implied, statutory or otherwise, in any way limiting, extending, defining, or relating to the provisions hereof. This contract may not be modified except by a duly executed writing on behalf of both parties hereto. This contract shall be governed by the laws of the State of Texas, and venue for any disputes or legal action shall lie in Denton County, Texas. In the event any term, covenant or condition herein contained is held to be invalid or void, said invalidity shall not negate or invalidate any of the remaining terms, covenants or conditions herein contained.



Quote# 9632920

TO:

Customer# 876239

Sgt. Geoffrey Lewis
 Texarkana, TX Police Dpt.
 1420 S. Park Rd.
 Texarkana, TX, 75503

Easily add this quote to your shopping cart by clicking [Add Quote to Cart](#) and following the simple directions. Remember, this will convert this quote to an on-line order, but does not place the order until you click the submit button on the confirmation page. You can easily place this order on-line 24 hours a day, 7 days a week.

Qty	Item Number	Description	Unit Price	Ext. Price
16	117085	MC75A, 1D, CAMERA, QWERTY, 1.5X BATTERY	\$1,512.78	\$24,204.48
16	102361	RW420, DT/203DPI/4"/3IPS/4MB/BLUETOOTH/RS232+USB	\$639.52	\$10,232.32
16	6AAMHM	MC75- SSFS 3 YEAR BRONZE COVERAGE	\$330.50	\$5,288.00
4	6AASRT	MOTOROLA, MC70/MC75 4 SLOT CHARGE ONLY CRADLE KIT	\$315.00	\$1,260.00
4	6AAMUZ	MC7X/MC30XX 4-SLOT BATTERY CHARGER W/PS & LINE CRD	\$188.00	\$752.00
16	117682	MC70 MSR	\$180.00	\$2,880.00
4	6AALCBMP	CASE: ZEBRA 4.0" X 74' 8000D 3.2 MIL HIGH-TEMP RECEIPT PAPER (36 R)	\$100.00	\$400.00
16	6AANY9	RW420, 2YR ADDITIONAL ADVANTAGE COMPREHENSIVE	\$189.60	\$3,033.60
16	102363	RW420 SPARE LITHIUM-ION BATTERY	\$78.50	\$1,256.00
16	103912	ZEBRA QL/RW/P4T SERIES LITHIUM-ION FAST CHARGER	\$72.50	\$1,160.00
16	117697	MC70/75 1.5X LI-ION BATTERY 3600 MAH	\$57.83	\$925.28
16	103796	ZEBRA, ACCESSORIES, QL SERIES, RW SERIES AND P4T, SHOULDER STRAP	\$8.50	\$136.00
1	107976	SYMBOL USB CABLE TO HOST FOR USE W/1-SLOT CRADLE	\$13.50	\$13.50
1		**IN STOCK. SHIPS IMMEDIATELY**	\$0.00	\$0.00

Subtotal: \$51,541.18

Shipping & Handling: \$0.00

Sales Tax: \$4,252.15

Total: \$55,793.33

Please Contact Your Account Manager with any Questions

Jared Parrish
800-397-9783 ext. 1388 or JParrish@systemid.com

Prices and specifications subject to change without notice. Prices are FOB shipping point. Prices are exclusive of all sales, use and other state, local, or federal taxes. Sales tax will be collected within Texas.

Quote is valid for 30 days unless otherwise noted.

System ID
 1400 10th Street
 Plano, TX 75074
 Phone: 800-397-9783, 972-516-1100
 Fax: 800-397-0056, 972-516-1110



400 Fairway Drive, Suite 101
Deerfield Beach, Florida 33441
954-354-3000 (Main)
954-354-3001 (Fax)
www.aps.us

Proposal

Date: 3/31/2015

Agency		Details	
Contact:	Geoff Lewis	Order No:	0067000000fsvmM
Agency Name:	Texarkana Police Department	Contact Name:	Jim Van Cleave
Address:	100 N State Line Ave. #16		(281) 610-1930
City, State & Zip:	Texarkana, TX 75501		jvancleave@aps.us

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	MISCELLANEOUS	UNIT PRICE	TOTAL PRICE
17	Panasonic G1, Win7 i5 2.00GHz, 128GB SSD, 8GB, BT, 2D Bar, 4G LTE & Camera Toughbook Preferred	Win7 (Win8.1 COA), Intel Core i5-4310U 2.00GHz, vPro, 10.1in WUXGA 10-pt Multi Touch+Digitizer, 128GB SSD, 8GB, Intel WiFi, TPM, BT, Dual Pass, 4G LTE Multi Carrier (MC7355), Webcam, 3MP Cam, Webcam, 2D EA21 Scanner, Long Life Battery, Rotating Hand Strap, & Tall Corner Guards, Toughbook Preferred	_____	\$3,659.00	\$62,203.00
17	Panasonic Toughbook 5-year Protection Plus Warranty	5 year Toughbook Protection Plus. Comprehensive coverage of all system components, excluding consumables	_____	\$750.00	\$12,750.00
50	Professional Services (APS Flat Rate)	Professional Services (Provided by APS for Other than Software Development)	_____	\$175.00	\$8,750.00
17	Zebra RW420 Bluetooth Printer with Magstripe Bundle with Cradle - Atlanta PC	R4D-0UBA010N-10 BT Printer (Custom), 12 Volt Open-Ended Battery Eliminator, USB-RJ45 Cable, 6Ft & Locking Vehicle Cradle	_____	\$1,030.25	\$17,514.25
1	Zebra RW420 Cable (Serial, 6-Ft.)	Zebra RW220/420 Cable (Serial, 6-Ft.)	_____	\$32.65	\$32.65
17	Zebra RW420 Extended Warranty - 5 Year Care Advantage w/ Comprehensive	No Hassle Warranty covering all the labor and parts required to keep printer operating at high performance levels. All Zebra equipment returned for service under this agreement will receive a complete preventative maintenance procedure and will be returned at no additional cost.	_____	\$462.00	\$7,854.00
1	_Annual VP 2.0 Support Fee	Annual VP 2.0 Customer Support fee	_____	\$5,000.00	\$5,000.00
17	_Annual VP 2.0 per Device Subscription	Annual per device subscription fee, which includes:	_____	\$200.00	\$3,400.00

Attachment: APS Proposal - TX - Texarkana PD - 17VP2 - 17Tablet - 17Printers - 3 (1293 : Res. No. 2015-039 Purchase of Electronic Ticket

		1 - Court Export 1 - RMS Export			
1	_Project Management	Dedicated Project Manager assigned from PO through Software Delivery. Provides single point of contact.	_____	\$437.50	\$437.50
1	_Remote Training	Provided prior to user testing.	_____	\$350.00	\$350.00
1	_Shipping & Handling	Shipping & Handling	_____	\$915.25	\$915.25

NET TOTAL (USD) \$119,206.65

Pricing is guaranteed 90 days from date of proposal

Notes

Terms and Conditions

All Customer purchase orders for APS products and services are subject to APS' End User License Agreement and Terms and Conditions of Sale, which can be viewed at <http://www.aps.us/downloads/agreement.pdf>. Such terms, along with any additional terms and conditions agreed to and accepted by APS in Customer's purchase order or otherwise stipulated in writing, shall prevail over any differing or conflicting terms in this Proposal. Payment Terms:

50% due upon receipt of Customer's purchase order
 40% due upon initial software delivery (excluding SmartExport)
 10% or remainder due upon completion and final hardware delivery

MC67NA SUPPORT



Give your field workforce all the tools they need to work faster and smarter with the rugged 4G HSPA+ and CDMA / EVDO MC67. With the MC67, your workers can do whatever it takes to get the job done. Access information in your backend system. Scan practically any bar code in almost any condition. Capture documents to simplify recordkeeping. Take and send video and photos for real-time repair support. Call a customer with an arrival window. All at 4G HSPA+ or CDMA / EVDO speed. So whether your workers are involved in sales, service, deliveries, inspections or issuing citations, they have the tools they need to improve efficiency, accuracy and customer service — all in one rugged device that loves life in the field.

Brazos Quoted Device

4G wireless capability
8 megapixel camera
Newest Motorola product
3 Year “no fault” replacement coverage

MC75 SUPPORT



No matter what your workers need to get the job done, Motorola's MC75 Worldwide Enterprise Digital Assistant delivers by combining an unparalleled number of business capabilities into an easy-to-carry rugged device. 3.5G GSM HSDPA and CDMA-EVDO Rev A support provides high performance voice and data services around the globe.

Your workers will enjoy having all the features they need right at their fingertips in one device designed to endure all day everyday use outside the enterprise -- including push-to-talk, integrated GPS with superior sensitivity and tracking capabilities, 1D or 2 bar code scanning, a high resolution 2 megapixel autofocus digital color camera, 802.11a/b/g wireless LAN (WLAN), Bluetooth and IrDA connectivity.

CiteClearly Quoted Device

Not 4g Capable
2 megapixel camera
Older version of device nearing model end
2 year “comprehensive” coverage

5519 53rd Street
Lubbock, TX 79414

P: 800.646.2633
F: 806.797.4849

www.tylertech.com

March 24, 2015

City of Texarkana, TX
Attn: Sharon Moore

RE: Brazos Mobile Citations/Tyler Technologies Interface Purchase

Dear Ms. Moore,

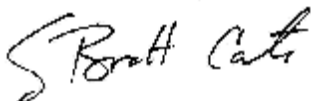
The intent of this letter is to provide verification to the City of Texarkana, TX of the following facts:

1. Our partnership with Brazos Technology has led us to develop an interface with functionality that is offered exclusively with Brazos RDC Software.
2. Brazos Technology is the only mobile citation vendor that uses Incode as the source for offense codes, officer information, and fine amounts. With other vendors, the user would have to maintain this information within both systems.
3. Brazos Technology is the only mobile citation vendor in which we push active warrants and a parking hot list from Incode Court software directly into the hand-held ticket writers and automatically import citations into the Incode Court software.

We have put a tremendous amount of effort into our product. We sincerely hope that you will find that it simplifies many aspects of your staff's responsibilities. All of our development efforts are currently directed toward this product, so in the coming years, you will continue to see additional features and functionality added to the product.

Tyler Technologies appreciates the trust that the City of Texarkana, TX has placed in our company with this purchasing decision and will continue to work to earn your business. If there is anything else we can do, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Brett Cate".

S. Brett Cate
President, Local Government Division

Budget Plan

(Project Total) \$85,586

Contributing Departments

Fire:

101-1802-53301	\$ 2,500
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Municipal Court Technology Fund

114-1500-52207	\$14,000
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Police

101-1701-52207	\$47,500
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605-0000-52207	\$ 7,500
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Total	\$71,500
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Deferment to March 2016	\$14,086
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Deferment cost will be shared between Police and Municipal Court with the individual Department amounts dependent upon the Municipal Court Technology Fund balance.

Alamo Heights, TX Police Department
 Albany, TX Police Department
 Amarillo, TX Police Department
 Anna, TX Police Department
 Azle, TX Police Department
 Balcones Heights, TX Police Department
 Bay City, TX Police Department
 Bedford, TX Police Department
 Beeville, TX Police Department
 Bexar County, TX Police Department
 Big Spring, TX Police Department
 Boerne, TX Police Department
 Brazoria, TX Police Department
 Brazos County, TX Police Department
 Brenham, TX Police Department
 Bryan, TX Police Department
 Buda, TX Police Department
 Buffalo, TX Police Department
 Carrollton, TX Police Department
 Castle Hills, TX Police Department
 Cedar Park, TX Police Department
 Cibolo, TX Police Department
 Cisco, TX Police Department
 Cleburne, TX Police Department
 Cleveland, TX Police Department
 Clute, TX Police Department
 Clyde, TX Police Department
 Cockrell Hill, TX Police Department
 College Station, TX Police Department
 Colleyville, TX Police Department
 Copperas Cove, TX Police Department
 Crandall, TX Police Department
 Denton, TX Police Department
 DeSoto, TX Police Department
 Diboll, TX Police Department
 Edinburg, TX Police Department
 Elgin, TX Police Department
 Ennis, TX Police Department
 Estelline, TX Police Department

Friendswood, TX Police Department
 Frisco, TX Police Department
 Garden Ridge, TX Police Department
 Georgetown, TX Police Department
 Godley, TX Police Department
 Grapevine, TX Police Department
 Greenville, TX Police Department
 Groves, TX Police Department
 Haltom City, TX Police Department
 Hays County, TX Police Department
 Hearne, TX Police Department
 Heber City, UT Police Department
 Highland Village, TX Police Department
 Horizon City, TX Police Department
 Hurst, TX Police Departmente
 Hutto, TX Police Department
 Italy, TX Police Department
 Jasper, TX Police Department
 Joshua, TX Police Department
 Kemah, TX Police Department
 Kenedy County, TX Police Department
 Kennedale, TX Police Department
 Kerrville, TX Police Department
 Kingsville, TX Police Department
 Kountze, TX Police Department
 La Marque, TX Police Department
 La Porte, TX Police Department
 Lake Dallas, TX Police Department
 Lakeway, TX Police Department
 League City, TX Police Department
 Leon Valley, TX Police Department
 Liberty Hill, TX Police Department
 Little Elm, TX Police Department
 Live Oak, TX Police Department
 Lubbock, TX Police Department
 Mansfield, TX Police Department
 McAllen, TX Police Department
 Meadows Place, TX Police Department
 Midland County, TX Police Department

Nederland, TX Police
 New Braunfels, TX Police
 North Richland Hills, TX Police
 Olmos Park, TX Police
 Palestine, TX Police
 Palmer, TX Police Department
 Paris, TX Police Department
 Parker, TX Police Department
 Pasadena, TX Police
 Pittsburg, TX Police
 Plano, TX Police Department
 Port Arthur, TX Police
 Port Neches, TX Police
 Portland, TX Police
 Red Oak, TX Police
 Rice, TX Police Department
 Rio Grande City, TX Police
 Rio Vista, TX Police
 Rosenberg, TX Police
 Round Rock, TX Police
 San Angelo, TX Police
 San Benito, TX Police
 San Marcos, TX Police
 Seabrook, TX Police
 Schertz, TX Police
 Selma, TX Police
 Shavano Park, TX Police
 South Padre Island, TX Police
 South Texas College, TX Police
 Southlake, TX Police
 Splendora, TX Police
 Springtown, TX Police
 Stafford, TX Police
 Sugar Land, TX Police
 Travis County, TX Police
 Troy, TX Police Department
 Universal City, TX Police Department
 University of North Texas Police
 Uvalde, TX Police Department

Fair Oaks Ranch, TX Police Department
Falfurrias, TX Police Department
Farmers Branch, TX Police Department
Fate, TX Police Department
Ferris, TX Police Department
Forest Hill, TX Police Department
Fort Bend County, TX Police Department
Freeport, TX Police Department

Midland, TX Police Department
Midlothian, TX Police Department
Midwest City, TX Police Department
Mission, TX Police Department
Moulton, TX Police Department
Mount Pleasant, TX Police Department
Murphy, TX Police Department
Mustang Ridge, TX Police Department

Venus, TX Police Department
Waco, TX Police Department
Waller, TX Police Department
West University Place, TX Police
Wharton, TX Police Department
Whitney, TX Police Department
Willis, TX Police Department
Wylie, TX Police Department

TOTAL 141

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:

A cooperative effort to reduce or eliminate redundant work by city employees

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

None Applicable

Public Information Plan:

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

Other:

RESOLUTION NO. 2015 - 039

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO TYLER TECHNOLOGIES, FOR THE PURCHASE OF BRAZOS ELECTRONIC TICKET WRITING SOFTWARE AND HARDWARE IN AN AMOUNT NOT TO EXCEED EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Municipal Court, Police Department, and Fire Department have obtained a qualified sole source bid for the project; and

WHEREAS, to increase effectiveness and efficiency in those departments; and

WHEREAS, the sole source bid by a responsible bidder meeting specifications was submitted for software and hardware provided by Brazos Technology, of College Station, Texas, through their strategic partnership with Tyler Technologies for the purchase of 17 Motorola MC67 handhelds, 17 Zebra RW420 printers, software, and licensing in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00); and

WHEREAS, Chapter 252 of the Texas Local Government Code allows a local government to make purchases using sole source; and

WHEREAS, the funding source for the approved purchase will be the Municipal Court Technology Fund and available funds in the current Police Department and Fire Department budgets with a deferment of \$14,086 of the total cost to be paid in March of 2016 from the Municipal Court Technology Fund and Police Department budget; and

WHEREAS, the annual maintenance cost payable to Tyler Technologies for coverage on Brazos Technologies hardware and software associated with this purchase will be funded through the Municipal Court Technology Fund.

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

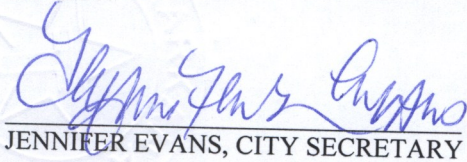
SECTION 1: That the sole source bid by Tyler Technologies for the purchase of Brazos Technology, of College Station, Texas, electronic ticket writing software and hardware in an amount not to exceed EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$85,586.00).

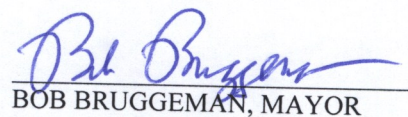
SECTION 2: That the City Manager is hereby authorized to issue a purchase order to Tyler Technologies for the above equipment.

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

PASSED AND APPROVED in Regular Council Session on this the 8th day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.



Proposal

Local Government Division

Brazos eCitation - 17 Units

Presented to:

Sgt. Geoffrey Lewis

City of Texarkana, TX
Texarkana, TX
(903) 798-1752
lewisg@txkusa.org

Proposal date:

March 27, 2015

Submitted by:

Ryan Burns
(800) 646-2633
ryan.burns@tylertech.com

Tyler Technologies
Local Government Division
5519 53rd Street
Lubbock, Texas 79414

Investment Summary

Sgt. Geoffrey Lewis
 City of Texarkana, TX
 March 27, 2015



Investment Breakdown

Proposal Valid for 120 days

Software	Investment	Annual Fees
License Fees (Existing Customer)	2,750	1,238
	2,750	1,238
Hardware & Third Party Software	Investment	Annual Fees
Brazos Technology Software & Hardware	70,836	6,950
	70,836	6,950
Professional Services	Investment	
Brazos Technology Software & Hardware	12,000	
	12,000	
Project Total	85,586	8,188

Tyler will invoice Client for the License Fees listed above upon delivery of the software.

Maintenance Fees listed above will be invoiced upon ninety (90) days of delivery and annually thereafter on the anniversary of that date
 Brazos software includes 12 months of maintenance in the initial fee.

All payment terms are net thirty (30) days

Software Licenses
Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Application Software	QTY	Hours	Estimated Services	License Fee	Estimated Services	Annual Maintenance
Incode Court Case Management Suite						
Brazos Citation Issuing Device Interface (Citation Import, Auto Citation Import, Warrant Export)	2,750	Included	Included	2,750		1,238
Incode Application Subtotal				2,750		1,238
Application and System Software Total				2,750		1,238

Attachment: Reso. 2015-039 signed (1293 : Res. No. 2015-039 Purchase of Electronic Ticket Writers)

Brazos Technology e-Citations

Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos eCitation Mobile Application Software					
Brazos RDC Software	17	14,450		5,950	Brazos
- Citations					
- Warnings					
- Parking Tickets					
- Stand-alone racial profiling (when not captured via other methods)					
- 1 Year Maintenance and Support					
Brazos Interface to Court	1	N/C		1,000	
**Brazos Technology Interface Only					
Field Interview	1	2,500			
Criminal Trespass Module	1	2,500			
Tow Module	1	2,500			
Driver's Exchange (Basic)	1	2,500			
One-time credit		-2,500			
Implementation Services			9,000		
- One fee independent of number of devices					
- Customized Screen and Print Layouts (from an existing layout)					
- Creation of Web report that is exactly like defendant citations					
- Customization of Offenses (includes additional information)					
- Import of Officer Information					
- Import of Location Information (if applicable)					
- Implementation of Bluetooth communication between mobile device and printer					
- Installation of all software at customer site					
- Customization of additional reports					
Training			3,000		
- Two (2) days of officer/employee training					
- One (1) day of administrator training					
- Includes classroom and OJT training					
- Maximum Group Size = 12					
- All documentation					
Travel and Expenses are billed as incurred					
Brazos Mobile Hardware					
Motorola MC67 (2D Imager)	17	24,650			Motorola
- Includes Verizon Cellular Capability (must specify)					
- 8 Mega-Pixel autofocus camera					
- Built-in GPS					
- Extremely Bright 640x400 Full VGA Screen					
- Microsoft Mobile operating system					
- 1 Year Warranty (Parts & Labor Only)					
Brazos Mobile Hardware Accessories					
Extended Warranty for MC67/MC70	17	4,250			
- 3 Years Bronze Support					
- 3 to 5 day turnaround					
- Comprehensive Coverage (no fault)					
- Can only be purchased with new device					
4-bay Docking Cradle for MC67/MC70 (Highly Recommended)	4	1,700			
- Includes all cables (power supply and 6' network cable)					
Portsmith Single Bay Docking Cradle MC67	1	225			
Additional MC67 Extended Life Battery	17	1,003			
- 1.5x Battery					
4-Bay Battery Charger for Extended Life Batteries	4	720			
Brazos Mobile Printers and Accessories					
Zebra RW420 Bluetooth Printer w/ built-in magstripe reader	17	13,260			Zebra
- One (1) Year Manufacturer's Warranty					
- Bluetooth Communications					
Additional Batteries for RW420	16	1,248			
Wall Charger for Printer	1	70			
- 110 VAC plug to recharge printer from a standard wall socket					
Zebra Charger Quad Li-Ion 4-Bay Battery Charger	4	1,380			
One Case (36 rolls) of standard thermal paper	4	380			

Attachment: Reso. 2015-039 signed (1293 : Res. No. 2015-039 Purchase of Electronic Ticket Writers)

Brazos Technology e-Citations
Sgt. Geoffrey Lewis
City of Texarkana, TX
March 27, 2015



Description	QTY	Purchase Price	Estimated Services	Annual Maintenance	Warranty Provider
Brazos Software and Services		21,950	12,000 0	6,950	
Brazos Hardware Devices and Printers		48,886			
Brazos Technology Total		70,836	12,000	6,950	

City of Texarkana, Texas

Version: B

Update Date: 5/14/2015 10:31 AM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Kyle Dooley
Ordinance No. 2015-043 approving the amendment of the FY15 budget
expenditures to include the unspent balance of FY14 demolition funds for the
Subject: Street Division budget.

Briefing: 6/8/2015 **Public Hearing:** 5/11/2015 **Second Briefing:** May 26, 2015 **Council Vote:** 6/8/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**

The public hearing for this item was held at the city council meeting on 5/11/15. No one spoke on this item. Staff has not had any calls or feedback from anyone concerning this item.

Executive Summary and Background Information:

This budget amendment, if approved, would add \$71,806 to the FY15 Street Division budget line item for demolition.

The budget for FY15 residential demolition currently is \$200,000. Last year, the city council passed Ordinance 2014-096, which was a multi-faceted budget amendment. Part of this amendment appropriated \$84,077 to residential demolition for FY14. This amendment was approved late in the fiscal year and staff started demolishing houses in August. A total of \$12,271 was spent in FY14, leaving the unspent balance of \$71,806. Staff is requesting to move this unspent balance into the Street Division's FY15 budget to allow for up to 58 more residential structures to be asbestos tested this fiscal year.

Potential Options:

- Approve and appropriate funds.
- Do not approve and do not appropriate funds.

Fiscal Implications:

\$71,806 from unassigned fund balance to Street Division budget. This would increase the total FY15 budget line item for demolition to \$271,806.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

City of Texarkana, Texas

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2015-043 ORD FY15 Budget Amendment for Demo (DOC)
- b. Goals & Perspectives (DOCX)
- c. Ord No 2014-096 signed (PDF)
- d. FY 14 Budget Comparison Worksheet for Ord 2014-096 (PDF)
- e. Ord. 2015-043 signed (PDF)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review
Completed	04/16/2015 11:11 AM	
Finance Department	Charlie Bassett	Finance Review
4:33 PM	Completed	04/17/2015
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	04/20/2015 3:25 PM
Public Information Officer	Lisa Thompson	PIO Review
04/20/2015 4:13 PM	Completed	
City Manager	John Whitson	City Manager Review
8:04 AM	Completed	04/21/2015
City Council	Jennifer Evans	Meeting
6:00 PM	Completed	04/27/2015

Meeting History

04/27/15	City Council	MOVED FORWARD	Next: 05/11/15
05/11/15	City Council	MOVED FORWARD	Next: 05/26/15
05/26/15	City Council	MOVED FORWARD	Next: 06/08/15

ORDINANCE NO. 2015 - 043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE AMENDMENT OF THE FY15 BUDGET EXPENDITURES TO INCLUDE THE UNSPENT BALANCE OF FY14 DEMOLITION FUNDS FOR THE STREET DIVISION BUDGET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council approved Ordinance 2014-096, which appropriated \$84,077 to the demolition of condemned residential structures for FY14; and

WHEREAS, \$12,271 of the appropriated FY14 funds were expended on residential demolition, leaving an unspent balance of \$71,806; and

WHEREAS, the City Council approved \$200,000 in the FY15 budget for residential demolition;

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

SECTION 1: That appropriations from the unassigned fund balance, a total amount of \$71,806 for residential demolition in FY15, bringing the overall line item total for residential demolition to \$271,806 for FY15, is hereby amended and approved.

SECTION 2: That a copy of said amended final adopted budget shall be placed on the City's website.

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

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

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval, and after the adoption of this budget or budget amendment, budget officer shall provide for the filing of a true copy of the approved budget or amendment on the City's website.

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

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:

ORDINANCE NO. 2014-096

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE BUDGET ESTIMATE OF THE REVENUES AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2014; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That the budget estimate of the revenues and expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2013, and ending September 30, 2014, be amended to reflect additional revenue received and expenditures appropriated as a result of the following items:

1. Increase appropriations in three (3) Bond Funds to fund the awarded construction contract amount and additional non-contract expenditures previously approved by the City Council for the University Avenue Phase IV project.
2. Increase appropriations in the General Fund to restore unspent demolition funds from the City Council's original appropriation in the City's fiscal year 2013 budget which was inadvertently omitted from the original fiscal year 2014 budget.
3. Increase appropriations in the Court Technology Fund for additional computer hardware and software needs that were not anticipated in the original budget.
4. Increase appropriations in the City's Technology Fund for additional computer hardware and software needs that were not anticipated in the original budget.
5. Increase appropriations in the CDBG Revolving Loan Fund to provide funding for a program qualified loan that was not anticipated in the original budget. The increase in appropriations is offset by the addition of revenues not previously budgeted.
6. Increase appropriations and revenues in the EPA Job Training Grant Fund, as a result of an extension in the grant period and the award of additional funding.
7. Increase appropriations in the Hotel Occupancy Tax Fund to fund larger than anticipated required payments under the City's management agreement for the Convention Center. Anticipated revenue increases are expected to partially offset the increase in expenditures.
8. Increase appropriations in the Law Enforcement Grant Program Fund, due to a new grant award received after the original budget was adopted.
9. Increase appropriations in the Economic Development Fund, due to a larger than anticipated required payment under the City's incentive agreement with Harte-Hanks, Inc.
10. Increase appropriations in the Employee Benefits Fund to fund larger claims costs and increases in other operational expenditures that will be larger than anticipated in the original budget. Anticipated revenue increases are expected to partially offset the increase in expenditures.
11. Increase appropriations in the Firemen's Pension Fund to fund operational expenditures that will be larger than allowed for in the original budget. Additional revenues are expected to fully offset the increase in expenditures.

SECTION 2: That a copy of said amended final adopted budget shall be filed with the City Secretary, the Texarkana Public Library, and placed on the City's website.

SECTION 3: 2003 BOND FUND

AUTHORIZED EXPENDITURES \$628,675

SECTION 4: 2005 BOND FUND

AUTHORIZED EXPENDITURES \$742,815

SECTION 5: 2009 BOND FUND

AUTHORIZED EXPENDITURES \$8,235,343

SECTION 6: GENERAL FUND

ANTICIPATED REVENUES/TRANSFERS IN

General Property Taxes	\$10,351,334
Taxes – Other	14,615,500
Franchise Taxes	1,646,650
Fees and Permits	181,580
Charges for Services	5,656,230
Fines and Forfeitures	1,636,687
Grants and Entitlements	1,119,905
Intergovernmental Revenue	220,650
Other Revenue	274,700
Interest Income	43,382
Rental Income	17,185
Transfers In	337,712
Fund Balance Appropriated	0
Total General Fund Revenues	\$36,101,515

AUTHORIZED EXPENDITURES/TRANSFERS OUT

General Government

City Council	\$76,586
City Manager	202,480
Public Information Officer	166,484
City Secretary	153,416
Human Resources	314,318
Vital Statistics	90,763
City Attorney	128,607
Municipal Court	616,630
Finance	717,207
Total General Government	\$2,466,491
Veterans Office	\$11,060
Non-Operating	\$5,606,644
Refuse Service	\$4,864,000

Public Safety	
Police Administration	\$1,979,265
Patrol Division	4,779,248
Services Division	2,470,133
Total Public Safety	\$9,228,646
Fire Department	
Fire Administration	\$239,912
Fire Operations	5,118,802
Fire Prevention	491,286
Total Fire Department	\$5,850,000
Planning and Community Development	
Community Development	\$438,186
Farmers Market	950
Total Planning and Community Development	\$439,136
Public Works	
Engineering & Infrastructure	\$163,800
Engineering Design	302,716
Street Maintenance	2,656,106
Sign & Signal	416,453
Stormwater Management	242,751
Downtown Transportation Enhancement	778,774
Community & Public Works	170,062
Total Public Works	\$4,730,662
Inspections and Code Enforcement	
Inspection	\$383,184
Environmental Services	138,642
Code Enforcement	257,370
Animal Control	311,355
Environmental Health Svc	69,154
Total Inspections and Code Enforcement	\$1,159,705
Parks and Recreation and Comm Health	
Building Maintenance	\$253,815
Parks & Recreation Administration	161,418
Parks Maintenance	1,066,713
Recreational Programs/Activities	152,515
Senior Citizens Program	83,345
Special Events	20,975
Beverly Community Center	46,818
Sports Promotion	80,250
Total Parks & Recreation	\$1,865,849
Total Expenditures	\$36,222,193

SECTION 7: COURT TECHNOLOGY FUND

<u>AUTHORIZED EXPENDITURES</u>	<u>\$20,540</u>
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SECTION 8: CITY TECHNOLOGY FUND

<u>AUTHORIZED EXPENDITURES</u>	<u>\$151,314</u>
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SECTION 9: CDBG REVOLVING LOAN FUND

<u>ANTICIPATED REVENUES</u>	<u>\$100,000</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$100,000</u>
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SECTION 10: EPA JOB TRAINING GRANT FUND

<u>ANTICIPATED REVENUES</u>	<u>\$90,559</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$25,200</u>
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SECTION 11: HOTEL OCCUPANCY TAX FUND

<u>ANTICIPATED REVENUES</u>	<u>\$1,219,600</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$1,377,251</u>
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SECTION 12: LAW ENFORCEMENT PROGRAM FUND

<u>ANTICIPATED REVENUES</u>	<u>\$7,640</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$4,300</u>
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SECTION 13: ECONOMIC DEVELOPMENT FUND

<u>ANTICIPATED REVENUES</u>	<u>\$386,475</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$508,954</u>
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SECTION 14: EMPLOYEE BENEFITS FUND

<u>ANTICIPATED REVENUES</u>	<u>\$5,259,880</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$5,318,500</u>
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SECTION 15: FIREMEN'S FUND

<u>ANTICIPATED REVENUES</u>	<u>\$4,413,275</u>
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<u>AUTHORIZED EXPENDITURES</u>	<u>\$2,401,508</u>
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SECTION 16: 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 17: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 18: This Ordinance shall be in full force and effect from and after its passage and approval, and after the adoption of this budget or budget amendment, budget officer shall provide for the filing of a true copy of the approved budget or amendment in the Office of the City Secretary.

PASSED AND APPROVED and ordered published by the City Council of the City of Texarkana, Texas, in Special Council Session on this the 11th day of August, 2014.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

6:32 pm

City of Texarkana, Texas
Budget Comparison Worksheet

Acct #	Acct Name	Original Adopted 13-14	Amended Revised 13-14	Amount of Amendment	Amendment #	
<u>2003 Bond Fund (415):</u>						
57059	University Avenue Phase IV	\$ 15,000	\$ 177,594	\$ 162,594	1	
<u>2005 Bond Fund (417):</u>						
57059	University Avenue Phase IV	\$ 228,448	\$ 551,862	\$ 323,414	1	
<u>2009 Bond Fund (420):</u>						
57059	University Avenue Phase IV	\$ 1,000,000	\$ 1,659,606	\$ 659,606	1	
57071	Bringle North Park	\$ 2,400,000	\$ 2,280,268	\$ (119,732)	1	
<u>General Fund (101):</u>						
<u>Planning and Community Development (2001):</u>						
54522	Demolition	\$ -	\$ 84,077	\$ 84,077	2	
<u>Court Technology Fund (114):</u>						
53400	Computer Hard & Software	\$ 1,100	\$ 1,132	\$ 32	3	
55707	Computer Hard & Software	\$ 15,000	\$ 15,510	\$ 510		
Fund Total		\$ 16,100	\$ 16,642	\$ 542		
<u>City Technology Fund (115):</u>						
50200	Lease Purchase Interest Expense	\$ 1,897	\$ 2,738	\$ 841	4	
52213	Computer Supplies	\$ 2,337	\$ 2,000	\$ (337)		
52226	Operating Lease	\$ -	\$ 43,006	\$ 43,006		
55707	Computer Hard & Software	\$ 49,163	\$ 63,800	\$ 14,637		
55820	Capital Lease	\$ 79,354	\$ 37,770	\$ (41,584)		
Fund Total		\$ 132,751	\$ 149,314	\$ 16,563		
<u>CDBG Revolving Loan Fund (203):</u>						
Revenue:						
40016	Contribution From US Govt	\$ -	\$ 100,000	\$ 100,000	5	
Expenditures:						
54504	Special Services	\$ -	\$ 100,000	\$ 100,000		
Fund Total		\$ -	\$ -	\$ -		
<u>EPA Job Training Grant Fund (206):</u>						
Beginning Fund Balance						
		\$ -	\$ (65,359)	\$ (65,359)	6	
Revenue:						
40016	Contribution From US Govt	\$ -	\$ 90,559	\$ 90,559		
Expenditures:						
51103	Maintenance Operations	\$ -	\$ 1,200	\$ 1,200		
54504	Special Services	\$ -	\$ 24,000	\$ 24,000		
Fund Total		\$ -	\$ 65,359	\$ -		
<u>Hotel Occupancy Tax Fund (212):</u>						
Beginning Fund Balance						
		\$ 170,623	\$ 213,627	\$ 43,004		

Revenue:

41000 Interest Revenue	\$ 2,400	\$ 1,600	\$ (800)
46237 Convention Center Revenue	\$ 424,000	\$ 348,000	\$ (76,000)
46238 Hotel/Motel Taxes	\$ 727,000	\$ 870,000	\$ 143,000
Change in Revenue	\$ 1,153,400	\$ 1,219,600	\$ 66,200

Expenditures:

50009 Transfer to General Fund	\$ 136,620	\$ 80,250	\$ (56,370)
50054 Transfer to Conv Center	\$ -	\$ (28)	\$ (28)
54518 Conv Center Management	\$ 125,000	\$ 235,000	\$ 110,000
54525 Advertising	\$ 137,204	\$ 137,205	\$ 1
54541 Administrative Fee	\$ -	\$ (375)	\$ (375)
Change in Expenditures	\$ 398,824	\$ 452,052	\$ 53,228
Net Change in Fund Balance	\$ 754,576	\$ 767,548	\$ 12,972

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Law Enforcement Program Fund (219):

Revenue:

40001 Contributions From State	\$ -	\$ 7,605	\$ 7,605
41000 Interest Revenue	\$ 45	\$ 35	\$ (10)
Change in Revenue	\$ 45	\$ 7,640	\$ 7,595

Expenditures:

54506 Travel	\$ -	\$ 4,300	\$ 4,300
Change In Expenditures	\$ -	\$ 4,300	\$ 4,300
Net Change in Fund Balance	\$ 45	\$ 3,340	\$ 3,295

8

Economic Development Fund (223):

Revenue:

40031 Contributions From Others	\$ 1,000	\$ -	\$ (1,000)
41000 Interest Revenue	\$ 8,500	\$ 5,475	\$ (3,025)
46011 Electric-Swepco	\$ 261,000	\$ 281,000	\$ 20,000
46012 Gas Franchise	\$ 91,000	\$ 100,000	\$ 9,000
Change in Revenue	\$ 361,500	\$ 386,475	\$ 24,975

Expenditures:

50009 Transfer To General Fund	\$ 166,692	\$ -	\$ (166,692)
54679 Econ Incentive Payments	\$ 100,000	\$ 229,754	\$ 129,754
Change In Expenditures	\$ 266,692	\$ 229,754	\$ (36,938)
Net Change in Fund Balance	\$ 94,808	\$ 156,721	\$ 61,913

9

Employee Benefits Fund (701/702):

Revenue:

40006 Employer Contributions	\$ 2,400,000	\$ 2,594,000	\$ 194,000
40018 Water Company Contributions	\$ 990,000	\$ 1,441,000	\$ 451,000
40020 Perot Theatre Contributions	\$ 87,000	\$ 87,500	\$ 500
40023 Airport Auth Contributions	\$ 58,000	\$ 69,000	\$ 11,000
40025 Employee Cont/Flex	\$ 400	\$ -	\$ (400)
40027 Emp Cont Flex/Water Co	\$ 325,000	\$ -	\$ (325,000)
40029 Refund of Contributions	\$ 40,000	\$ 75,000	\$ 35,000
40030 Cobra Premiums	\$ 20,000	\$ 29,500	\$ 9,500
40035 MSFCU Contributions	\$ 9,500	\$ 11,700	\$ 2,200
40040 Stop Loss Reimbursements	\$ -	\$ 28,080	\$ 28,080

40080 TXK Symphony Contributions	\$	12,000	\$	11,000	\$	(1,000)
41000 Interest Revenue	\$	4,500	\$	8,100	\$	3,600
Change in Revenue	\$	3,946,400	\$	4,354,880	\$	408,480
Expenditures:						
50001 Expend/Employee Claims	\$	2,650,000	\$	3,830,000	\$	1,180,000
50014 Expenditures/Group Life	\$	490,068	\$	189,000	\$	(301,068)
50031 Stop Loss/Admin Costs	\$	578,932	\$	594,500	\$	15,568
50058 Vision Premiums	\$	66,000	\$	62,000	\$	(4,000)
51151 Extended Sick leave	\$	50,000	\$	-	\$	(50,000)
54525 Bank Service Charges	\$	100	\$	-	\$	(100)
Change in Expenditures	\$	3,835,100	\$	4,675,500	\$	840,400
Change in Fund Balance	\$	111,300	\$	(320,620)	\$	(431,920)

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Firemen's Fund (801):

Revenue:

40006 Employer Contributions	\$	755,000	\$	778,000	\$	23,000
40007 Employee Contributions	\$	521,000	\$	539,000	\$	18,000
41000 Interest Revenue	\$	500	\$	775	\$	275
41002 Dividend Revenue	\$	305,000	\$	408,000	\$	103,000
41006 Int Earned/ Govt Security	\$	320,000	\$	350,000	\$	30,000
41008 Gain/Loss Market Value	\$	2,000,000	\$	2,337,500	\$	337,500
Change in Revenue	\$	3,901,500	\$	4,413,275	\$	511,775
Expenditures:						
50010 Retirement Pensions	\$	1,925,000	\$	1,882,600	\$	(42,400)
50012 Bond Interest Expense	\$	-	\$	4,548	\$	4,548
50019 Agent Fees	\$	170,000	\$	230,000	\$	60,000
50021 Widows Benefits	\$	216,000	\$	245,500	\$	29,500
50051 QDRO Pensions	\$	8,100	\$	8,072	\$	(28)
54503 Insurance & Bond	\$	6,200	\$	5,328	\$	(872)
54504 Special Services	\$	14,000	\$	15,000	\$	1,000
54506 Travel	\$	5,000	\$	10,000	\$	5,000
Change in Expenditures	\$	2,344,300	\$	2,401,048	\$	56,748
Change in Fund Balance	\$	1,557,200	\$	2,012,227	\$	455,027

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ORDINANCE NO. 2015 - 043

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE AMENDMENT OF THE FY15 BUDGET EXPENDITURES TO INCLUDE THE UNSPENT BALANCE OF FY14 DEMOLITION FUNDS FOR THE STREET DIVISION BUDGET; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council approved Ordinance 2014-096, which appropriated \$84,077 to the demolition of condemned residential structures for FY14; and

WHEREAS, \$12,271 of the appropriated FY14 funds were expended on residential demolition, leaving an unspent balance of \$71,806; and

WHEREAS, the City Council approved \$200,000 in the FY15 budget for residential demolition;

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

SECTION 1: That appropriations from the unassigned fund balance, a total amount of \$71,806 for residential demolition in FY15, bringing the overall line item total for residential demolition to \$271,806 for FY15, is hereby amended and approved.

SECTION 2: That a copy of said amended final adopted budget shall be placed on the City's website.

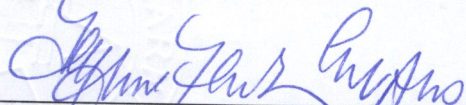
SECTION 3: It is further provided that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

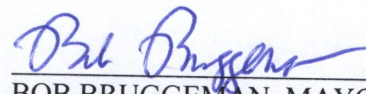
SECTION 4: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage and approval, and after the adoption of this budget or budget amendment, budget officer shall provide for the filing of a true copy of the approved budget or amendment on the City's website.

PASSED AND APPROVED in Regular Council Session on this the 8th day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.

City of Texarkana, Texas

Version: G

Update Date: 6/4/2015 11:35 AM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-044 amending budget expenditures for the fiscal year ending September 30, 2015 to appropriate FOURTEEN THOUSAND AND NO/100 DOLLARS (\$14,000.00) in the Municipal Court Technology fund for the partial purchase of electronic ticket writing software and hardware.
Briefing: 6/8/2015 **Public Hearing:** 5/11/2015 **Second Briefing:** May 26, 2015 **Council Vote:** 6/8/2015

Item Schedule

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

The municipal court technology fund has money available for the use of purchasing electronic ticket writers for the City use. However, no money was appropriated in the FY 14-15 budget for this item. Staff is requesting these funds be appropriated by amending the current budget for this use.

Potential Options:

- Approve or deny the amendment
-

Fiscal Implications:

This fund is available to use for this purchase. The technology fund account number is 114-1500-52207 and currently has \$17,137.14 dollars available.

Staff Recommendation:

Staff recommends for the approval of the amendment to the budget to appropriate the spending of \$14,000 dollars for e-ticket writer equipment.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

City of Texarkana, Texas

Attachments

- a. ORD 2015-044 Budget Amendment for Court Technology Funds (DOC)
- b. Goals & Perspectives (DOCX)
- c. Ord. 2015-044 signed (PDF)

Staff Coordination

Assistant City Manager	Completed	Shirley Jaster	Department Head Review	
Police	Dan Shiner	04/16/2015 5:33 PM	Review	Completed 04/17/2015
8:18 AM				
Finance Department	Charlie Bassett	Review	Completed	04/17/2015
4:36 PM				
Assistant City Manager	Completed	Shirley Jaster	Assistant City Manager	
Review		04/20/2015 3:29 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
		04/20/2015 4:13 PM		
City Manager	John Whitson	City Manager Review	Completed	04/21/2015
8:05 AM				
City Council	Jennifer Evans	Meeting	Completed	04/27/2015
6:00 PM				

Meeting History

04/27/15	City Council	MOVED FORWARD	Next: 05/11/15
05/11/15	City Council	MOVED FORWARD	Next: 05/26/15
05/26/15	City Council	MOVED FORWARD	Next: 06/08/15

ORDINANCE NO. 2015 - 044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015 TO APPROPRIATE \$14,000 IN THE MUNICIPAL COURT TECHNOLOGY FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT: CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Municipal Court has a technology fund available for purchases and yearly maintenance associated with technology uses for the court such as electronic ticket writer software and hardware; and

WHEREAS, a qualified purchase from this technology fund must be appropriated each budget year;

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

SECTION 1: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2014, and ending September 30, 2015, be amended to reflect additional expenditures appropriated with the addition of \$14,000 dollars from the Municipal Court Technology Fund.

SECTION 2: That a copy of said amended final adopted budget shall be placed on the City's website.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

"NONE"

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

"NONE APPLICABLE"

Public Information Plan:

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

Other:

ORDINANCE NO. 2015 - 044

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015 TO APPROPRIATE \$14,000 IN THE MUNICIPAL COURT TECHNOLOGY FUND; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT: CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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SECTION 1: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2014, and ending September 30, 2015, be amended to reflect additional expenditures appropriated with the addition of \$14, 000 from the Municipal Court Technology Fund.

SECTION 2: That a copy of said amended final adopted budget shall be placed on the City's website.

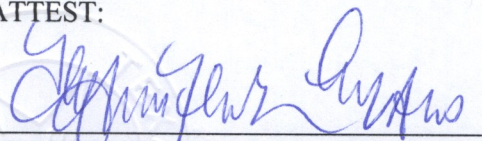
SECTION 3 It is further provided that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

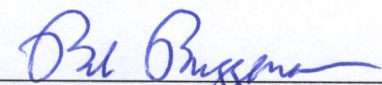
SECTION 4: All Ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

PASSED AND APPROVED in Regular Council Session on this the **8th** day of **June, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.

Attachment: Ord. 2015-044 signed (1300 : Ord. No. 2015-044 Budget Amendment Expenditures/Municipal Court Technology Fund)

City of Texarkana, Texas

Version: B

Update Date: 4/20/2015 3:33 PM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2015-047 rezoning a 7.882 acre tract of land in the Willis Oldham HRS, A-458, located at 5445 North Park Road. Planned Development-Commercial and Planned Development-General Retail to Commercial. James Blackburn, owner. Kirk Patton, agent.
Briefing: 6/8/2015 **Public Hearing:** 5/11/2015 **Second Briefing:** May 26, 2015 **Council Vote:** 6/8/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**

Not applicable

Executive Summary and Background Information:

Z-14-4: This is a request by James Blackburn, owner, and Kirk Patton, attorney, to rezone a 7.882 acre tract of land located in the Willis Oldham HRS, A-458, located at 5445 North Park Road from Planned Development-General Retail and Planned Development-Commercial to Commercial. The applicant is requesting that the Planned Development designation be removed from the property. The current use of the property is Blackburn's Used Auto Sales. The owner plans to market the property for commercial future use(s).

The adjacent zoning is I-30 to the north, Multiple Family Family-1 to the east, Office and Single Family-2 to the south and Agriculture to the west. The adjacent land use is I-30 to the north, residences and an office to the south, railroad tracks and nursing homes to the east and Spring Lake Park to the west. The Comprehensive Plan has designated this as a retail area.

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

Fiscal Implications:

None

Staff Recommendation:

Staff is concerned about the possibility of an undesirable commercial use locating on the property. This tract of land is located directly north of residential and duplex uses and east of Spring Lake Park. As a result, Staff considered the issue that certain commercial uses could have an adverse impact on the adjacent residential properties and recommended the Planned Development designation should remain in place on the entire property. Specifically, certain uses could be prohibited such as a heavy equipment construction site, auto body and paint shop, welding and machine shop and heavy

City of Texarkana, Texas

machinery sales if the Planned Development remains in place. Also, if these buildings are demolished, then site plan approval of any future use would be required. Because this property is surrounded by street frontage on all sides, no fencing/screening device would be required by ordinance. With a Planned Development designation, the City could impose fencing requirements that would screen the residents to the south.

Therefore, staff recommends that the PD-General Retail tract be rezoned to PD-Commercial and that the PD-Commercial tract not be changed.

Advisory Board/Committee Review:

Planning and Zoning Commission.

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously voted to rezone the portion of this tract that is currently zoned Planned Development-General Retail to Planned Development-Commercial and leave the remaining portion of the property as Planned Development-Commercial.

As a result, the applicant's original request was denied and will require a $\frac{3}{4}$ vote of the City Council to approve. However, an amendment can be made by Council to change the ordinance to Planned Development-Commercial and would require a majority vote for approval.

Advisory Board/Committee Meeting Date and Minutes:

April 6, 2015

Attachments

- a. Goals & Perspectives (DOCX)
- b. Ord # 2015-047 (Alt Proposal) (DOCX)
- c. Exhibit "A" - legal description (PDF)
- d. Maps (PDF)
- e. Kirk Patton Letter (PDF)
- f. Exhibit B Declaration of Restrictive Covenants (prohibiting uses) (PDF)
- g. Ord. 2015-047 signed (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	04/16/2015 5:53 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	04/20/2015 3:33 PM
Public Information Officer	Lisa Thompson	PIO Review
	04/20/2015 4:12 PM	Completed
City Manager	John Whitson	City Manager Review
8:05 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		04/27/2015

City of Texarkana, Texas**Meeting History**

04/27/15 City Council MOVED FORWARD Next: 05/11/15

05/11/15 City Council MOVED FORWARD Next: 05/26/15

05/26/15 City Council MOVED FORWARD Next: 06/08/15

David Orr made additional comments. Kirk Patton, attorney and agent, made comments at this second briefing.

(Council Member Veal-Gooch left the council meeting at 7:44 p.m.)

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:

NA

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

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	☒	Sign posted

Other:

ORDINANCE NO. 2015-047

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 CERTAIN 7.882 ACRE TRACT OF LAND LOCATED IN THE WILLIS OLDHAM HRS, A-458, LOCATED AT 5445 NORTH PARK ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-GENERAL RETAIL AND PLANNED DEVELOPMENT-COMMERCIAL TO COMMERCIAL SUBJECT TO DECLARATIONS FILED IN THE COUNTY PROPERTY RECORDS GOVERNING USE OF THE LAND; CONTAINING A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a certain 7.882 acre tract of land located in the Willis Oldham HRS, A-458 (the Exhibit "A" tract), located at 5445 North Park Road in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held hearings and afforded a full and fair hearing 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 **denied the application as presented and voted five (5) to zero (0) to recommend rezoning the portion of the Exhibit "A" tract currently zoned Planned Development-General Retail to Planned Development-Commercial, and to leave the remaining portion zoned as Planned Development-Commercial**; and

WHEREAS, pursuant to the City's zoning ordinance and Loc. Gov't Code § 211.006(f), the City Council's approval of the applicant's request requires a three-fourths affirmative vote of the Council (or the affirmative votes of five councilmembers) given the denial by Planning and Zoning Commission; and

WHEREAS, the applicant's agent, on May 26, 2015, asked that the City Council consider the applicant's voluntary filing of a declaration of covenants (Exhibit "B") that would modify the otherwise allowable commercial uses of the Exhibit "A" tract; and

WHEREAS, the City Council recognizes the concerns of the Planning and Zoning Commission and City staff given the visibility of the Exhibit "A" tract from Interstate Highway 30 and the unique location and circumstances of the tract, with the northern boundary being the I-30 access road, the eastern boundary being a public road adjacent to railroad tracks, the southern boundary being a public road adjacent to residential dwellings, and the eastern boundary being a public park and public water infrastructure; and

WHEREAS, after consideration of the application, the recommendation of the Planning and Zoning Commission and City staff, the unique location and circumstances of the Exhibit “A” tract, and the applicant's Exhibit “B” declaration, the City Council of the City of Texarkana, Texas, finds and determines that rezoning the tract from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial** – conditioned upon all owners of the Exhibit “A” tract filing in the property records of Bowie County the Exhibit “B” declaration – 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: Subject to Sections 2, 3, and 5 of this Ordinance, the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone a certain 7.882 acre tract of land located in the Willis Oldham HRS, A-458 (Exhibit “A”), located at 5445 North Park Road in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial**.

SECTION 2: Any person or entity who desires a building permit or certificate of occupancy, or both, for any proposed use of the Exhibit “A” tract shall be required, as a condition for obtaining such permit or certificate, to request and receive from the Director of Planning & Community Development (or administrative successor) of the City a zoning use verification letter confirming that the proposed use of the Exhibit “A” tract is in conformity with the requirements of this Ordinance, and shall provide the Director of Planning & Community Development (or administrative successor) of the City with such materials as requested to review and evaluate the proposed use. The requirements of this Section shall be in addition to any other requirements imposed by law or City ordinance.

SECTION 3: No provision of this Ordinance shall be deemed severable. 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 or void, then such invalid or void provision shall invalidate the entirety of this Ordinance.

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

SECTION 5: This Ordinance shall be in full force and effect only after the applicant tenders to the City Manager a declaration of covenants that run with the land in substantially the same form as the Exhibit “B” declaration, signed by all owners of the Exhibit “A” tract, filed in the property records of Bowie County, and bearing a filemark from the County Clerk of Bowie County. The terms of the declaration shall be incorporated into this Ordinance by reference for all purposes.

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: Ord # 2015-047 (Alt Proposal) [Revision 5] (1303 : Ord. No. 2015-047: PD-GR & PD-C to C. 5445 N. Park Rd.)

All that certain 7.882 acre tract or parcel of land situated in the WILLIS OLDHAM HEADRIGHT SURVEY, Abstract No. 458, Texarkana, Bowie County, Texas, and being a part of Lots Numbered One (1) and Two (2) of Parkview Addition, an annex to the City of Texarkana, Bowie County, Texas, according to the plat thereof recorded in Volume 40, Page 164 of the Plat Records of Bowie County, Texas, and also being a part of that certain tract of land conveyed from Louis Heilbron and Joseph Eldridge to L. R. Graves by Deed dated March 7, 1925, and recorded in Volume 124, Page 198 of the Deed Records of Bowie County, Texas, and the herein described tract of land being all that certain called 4.031 acre tract conveyed from Jimmie O. Clements and wife, Patricia Ann Clements, to James Blackburn, Jr., by Warranty Deed dated August 21, 1996, and recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas, and also being all that certain called 3.677 acre tract conveyed from Whatley Sign Advertising, Inc., to James Blackburn, Jr., by Warranty Deed dated July 31, 1985, and recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas, and also including all that certain 0.590 acre tract conveyed from Whatley Sign Advertising, Inc., to James K. Leonard, et al, by Deed dated April 1, 1982, and recorded in Volume 685, Page 595 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch reinforcing steel rod found for corner on the North right-of-way line of a street designated as Fair Oaks Drive and also being on the East right-of-way line of Fair Oaks Drive and being the Southwest corner of said Lot No. 2 of Parkview Addition and also being the Southwest corner of said 3.677 acre tract recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas;

THENCE: N 02° 24' 03" W, 459.06 feet with the East right-of-way line of Fair Oaks Drive and with the West line of said 3.677 acre tract to a 1/2 inch reinforcing steel rod set for corner on the South right-of-way line of Interstate Highway No. 30 at the Northwest corner of said 3.677 acre tract;

THENCE: N 77° 05' 07" E, 196.88 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set at an angle point in said right-of-way line;

THENCE: N 81° 05' 46" E, 538.60 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set for corner on the West right-of-way line of North Park Road at the Northeast corner of said 4.031 acre tract recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas;

THENCE: S 11° 14' 47" W, 597.50 feet with the West right-of-way line of North Park Road and the East line of said 4.031 acre tract to a 1/2 inch reinforcing steel rod set for corner on the North right-of-way line of Fair Oaks Drive at the Southeast corner of said 4.031 acre tract;

THENCE: N 90° 00' 00" W, 588.25 feet with the North right-of-way line of Fair Oaks Drive to the Point of Beginning, and containing 7.882 acres of land, more or less.

Attachment: Exhibit "A" - legal description (1303 : Ord. No. 2015-047: PD-GR & PD-C to C. 5445 N. Park Rd.)

SF-1

6201

SF-2

6009

5623

5621

5622

5622

5619

A

5902

5600

5724

N PARK RD

ST-MICHAEL-DR

I-30

MALL-DR

Blackburns business

location of rezoning

GR
S-449
PD-97-1

MF-1
S-294
5001

MF-1
S-368
4939

KCS Railroad tracks

Spring Lake Park

PD-77-1

1023

1017

5225

1019

1019

1019

duplexes
2F-1

5221

SF-3

5119

1014

PUR

1002

JORDAN LN

1013

1009

5027

NS

5029

5009

2F-1

STREET-D

STREET-E

STREET-H

ET-A

N PARK RD

ELIZABETH ST

HIDDEN

MF-2
4925

MF-1
S-348

4911

4909

4905

4903

MF-1
S-248

SF-2

5.5.d

Attachment: Maps (1303 : Ord. No. 2015-047: PD-GR & PD-C to C: 5445 N. Park Rd.)

KIRK PATTON, P.C.
ATTORNEY AT LAW

3512 Texas Boulevard • Texarkana, Texas 75503
Post Office Box 6128 • Texarkana, Texas 75505-6128
Telephone (903) 334-7000 • Fax (903) 791-9301

April 28, 2015

Mr. David Orr
Director of Planning and
Community Development
City of Texarkana, Texas
P.O. Box 1967
Texarkana, Texas 75504

RE: Ordinance No. 2015-047
Rezoning 7.882 acre tract of land

Dear Mr. Orr:

I have reviewed the uses that are allowed in commercial districts under the Zoning Ordinance of the City of Texarkana, Texas. Enclosed find a list of prohibited uses to be set forth in Ordinance No. 2015-047 rezoning a 7.882 acre tract of land located at 5445 North Park Road that is owned by James Blackburn. Mr. Blackburn has approved said prohibited uses being set forth in said Ordinance No. 2015-047 rezoning his property to "commercial".

After you have had the opportunity to review the list of prohibited uses, then please give me a call. I appreciate your willingness to work toward reaching a compromise that will not only protect the adjoining property owners but will also allow Mr. Blackburn to market his property for its highest and best use.

Very truly yours,



Kirk Patton, P.C.

KP/k
Enclosure
cc: Mr. James Blackburn w/enc.
25032-001

Attachment: Kirk Patton Letter (1303 : Ord. No. 2015-047: PD-GR & PD-C to C. 5445 N. Park Rd.)

PROHIBITED USES APPLICABLE TO 7.882 ACRES OWNED BY JAMES BLACKBURN

mobile home park	bus station
sewage treatment plant	motor freight terminal
water treatment plant	wrecking or salvage yard
commercial amusement facility	mini warehouses
dance hall	tattoo parlor
nightclub	animal hospital, pound or kennel
drag or racing strip	poultry hatchery
go cart track	commercial plant nursery
pistol or rifle range	laundry plant
skating rink	contractor storage yard
swimming pool	petroleum products storage
cemetery or mausoleum	storage warehouse
institution for alcoholic, narcotic or psychiatric patients	sand or gravel storage
convent or monastery	meat packing plant
	trash transfer station

DECLARATION OF RESTRICTIVE COVENANTS

Basic Information

Date: June 5, 2015

Declarant and Declarant's Address: James Blackburn
5445 North Park Road
Texarkana, Texas 75503

Property: All that certain 7.882 acre tract or parcel of land situated in the WILLIS OLDHAM HEADRIGHT SURVEY, Abstract No. 458, Texarkana, Bowie County, Texas, and being a part of Lots Numbered One (1) and Two (2) of Parkview Addition, an annex to the City of Texarkana, Bowie County, Texas, according to the plat thereof recorded in Volume 40, Page 164 of the Plat Records of Bowie County, Texas, and also being a part of that certain tract of land conveyed from Louis Heilbron and Joseph Eldridge to L. R. Graves by Deed dated March 7, 1925, and recorded in Volume 124, Page 198 of the Deed Records of Bowie County, Texas, and the herein described tract of land being all that certain called 4.031 acre tract conveyed from Jimmie O. Clements and wife, Patricia Ann Clements, to James Blackburn, Jr., by Warranty Deed dated August 21, 1996, and recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas, and also being all that certain called 3.677 acre tract conveyed from Whatley Sign Advertising, Inc., to James Blackburn, Jr., by Warranty Deed dated July 31, 1985, and recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas, and also including all that certain 0.590 acre tract conveyed from Whatley Sign Advertising, Inc., to James K. Leonard, et al, by Deed dated April 1, 1982, and recorded in Volume 685, Page 595 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2 inch reinforcing steel rod found for corner on the North right-of-way line of a street designated as Fair Oaks Drive and also being on the East right-of-way line of Fair Oaks Drive and being the Southwest corner of said Lot No. 2 of Parkview Addition and also being the Southwest corner of said 3.677 acre tract recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas;
THENCE: N 02° 24' 03" W, 459.06 feet with the East right-of-way line of Fair Oaks Drive and with the West line of said 3.677 acre tract to a 1/2 inch reinforcing steel rod set for corner on the South right-of-way line of Interstate Highway No. 30 at the Northwest corner of said 3.677 acre tract;
THENCE: N 77° 05' 07" E, 196.88 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set at an angle point in said right-of-way line;
THENCE: N 81° 05' 46" E, 538.60 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set for corner on the West right-of-way line of North Park Road at the Northeast corner of said 4.031 acre tract recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas;
THENCE: S 11° 14' 47" W, 597.50 feet with the West right-of-way line of North Park Road and the East line of said 4.031 acre tract to a 1/2 inch reinforcing steel rod set for corner on the North right-of-way line of Fair Oaks Drive at the Southeast corner of said 4.031 acre tract;

THENCE: N 90° 00' 00" W, 588.25 feet with the North right-of-way line of Fair Oaks Drive to the Point of Beginning, and containing 7.882 acres of land, more or less.

Definitions

"Covenants" means the covenants, conditions and restrictions contained in this Declaration.

"Declarant" means James Blackburn.

"Owner" means every record Owner of a fee interest in all or any part of the Property.

Clauses and Covenants

A. Imposition of Covenants.

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property, by their acceptance of their deeds, leases or occupancy of any part of the Property, agree that the Property is subject to the Covenants.

2. The Covenants run with the Property and bind all Owners, occupants and any other person holding an interest in any part of the Property.

3. Each Owner and occupant of any part of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to damages or injunctive relief.

B. Uses and Activities.

1. *Permitted Uses.* The Property may be used for any purpose other than the Prohibited Uses (defined below).

2. *Prohibited Uses.* No part of the Property shall be used for a mobile home park; sewage treatment plant; water treatment plant; commercial amusement facility; dance hall; nightclub; drag or racing strip; go cart track; pistol or rifle range; skating rink; cemetery or mausoleum; institution for alcoholic, narcotic or psychiatric patients; convent or monastery; bus station; motor freight terminal; wrecking or salvage yard; mini warehouses; tattoo parlor; animal hospital, pound or kennel; poultry hatchery; commercial plant nursery; laundry plant; contractor storage yard; petroleum products storage; storage warehouse; sand or gravel storage; meat

packing plant; or trash transfer station.

C. General Provisions.

1. *Term.* This Declaration runs with the Property. The City of Texarkana, Texas, may sue to enjoin a violation of the Covenants.

2. *Amendment.* This Declaration may be amended at any time by the affirmative vote of sixty percent (60%) of the Owners of the Property and the affirmative vote of the City of Texarkana, Texas.

3. *Severability.* If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

WITNESS MY HAND as of the date set forth above.

James Blackburn, Declarant

STATE OF TEXAS)
)
COUNTY OF BOWIE)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 5th day of June, 2015, by James Blackburn.

Notary Public, State of Texas

Printed Name: _____

Commission Expires: _____

After recording, please return to:
Kirk Patton, P.C.
P.O. Box 6128
Texarkana, Texas 75505-6128

ORDINANCE NO. 2015-047

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 CERTAIN 7.882 ACRE TRACT OF LAND LOCATED IN THE WILLIS OLDHAM HRS, A-458, LOCATED AT 5445 NORTH PARK ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM PLANNED DEVELOPMENT-GENERAL RETAIL AND PLANNED DEVELOPMENT-COMMERCIAL TO COMMERCIAL SUBJECT TO DECLARATIONS FILED IN THE COUNTY PROPERTY RECORDS GOVERNING USE OF THE LAND; CONTAINING A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a certain 7.882 acre tract of land located in the Willis Oldham HRS, A-458 (the Exhibit "A" tract), located at 5445 North Park Road in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and have held hearings and afforded a full and fair hearing 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 **denied the application as presented and voted five (5) to zero (0) to recommend rezoning the portion of the Exhibit "A" tract currently zoned Planned Development-General Retail to Planned Development-Commercial, and to leave the remaining portion zoned as Planned Development-Commercial**; and

WHEREAS, pursuant to the City's zoning ordinance and Loc. Gov't Code § 211.006(f), the City Council's approval of the applicant's request requires a three-fourths affirmative vote of the Council (or the affirmative votes of five councilmembers) given the denial by Planning and Zoning Commission; and

WHEREAS, the applicant's agent, on May 26, 2015, asked that the City Council consider the applicant's voluntary filing of a declaration of covenants (Exhibit "B") that would modify the otherwise allowable commercial uses of the Exhibit "A" tract; and

WHEREAS, the City Council recognizes the concerns of the Planning and Zoning Commission and City staff given the visibility of the Exhibit "A" tract from Interstate Highway 30 and the unique location and circumstances of the tract, with the northern boundary being the I-30 access road, the eastern boundary being a public road adjacent to railroad tracks, the southern boundary being a public road adjacent to residential dwellings, and the eastern boundary being a public park and public water infrastructure; and

WHEREAS, after consideration of the application, the recommendation of the Planning and Zoning

Attachment: Ord. 2015-047 signed (1303 : Ord. No. 2015-047: PD-GR & PD-C to C. 5445 N. Park Rd.)

Commission and City staff, the unique location and circumstances of the Exhibit "A" tract, and the applicant's Exhibit "B" declaration, the City Council of the City of Texarkana, Texas, finds and determines that rezoning the tract from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial** – conditioned upon all owners of the Exhibit "A" tract filing in the property records of Bowie County the Exhibit "B" declaration – 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: Subject to Sections 2, 3, and 5 of this Ordinance, the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone a certain 7.882 acre tract of land located in the Willis Oldham HRS, A-458 (Exhibit "A"), located at 5445 North Park Road in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and Planned Development-Commercial** to **Commercial**.

SECTION 2: Any person or entity who desires a building permit or certificate of occupancy, or both, for any proposed use of the Exhibit "A" tract shall be required, as a condition for obtaining such permit or certificate, to request and receive from the Director of Planning & Community Development (or administrative successor) of the City a zoning use verification letter confirming that the proposed use of the Exhibit "A" tract is in conformity with the requirements of this Ordinance, and shall provide the Director of Planning & Community Development (or administrative successor) of the City with such materials as requested to review and evaluate the proposed use. The requirements of this Section shall be in addition to any other requirements imposed by law or City ordinance.

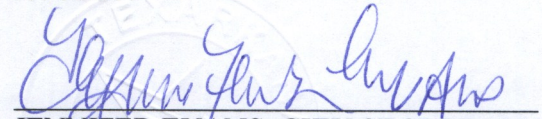
SECTION 3: No provision of this Ordinance shall be deemed severable. In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid or void, then such invalid or void provision shall invalidate the entirety of this Ordinance.

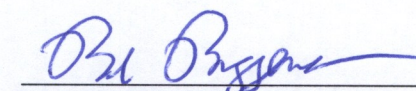
SECTION 4: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: This Ordinance shall be in full force and effect only after the applicant tenders to the City Manager a declaration of covenants that run with the land in substantially the same form as the Exhibit "B" declaration, signed by all owners of the Exhibit "A" tract, filed in the property records of Bowie County, and bearing a filemark from the County Clerk of Bowie County. The terms of the declaration shall be incorporated into this Ordinance by reference for all purposes.

PASSED AND APPROVED in Regular Council Session on this the 8th day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:21 p.m.

Attachment: Ord. 2015-047 signed (1303 : Ord. No. 2015-047: PD-GR & PD-C to C. 5445 N. Park Rd.)

EXHIBIT 'A'

All that certain 7.882 acre tract or parcel of land situated in the WILLIS OLDHAM HEADRIGHT SURVEY, Abstract No. 458, Texarkana, Bowie County, Texas, and being a part of Lots Numbered One (1) and Two (2) of Parkview Addition, an annex to the City of Texarkana, Bowie County, Texas, according to the plat thereof recorded in Volume 40, Page 164 of the Plat Records of Bowie County, Texas, and also being a part of that certain tract of land conveyed from Louis Heilbron and Joseph Eldridge to L. R. Graves by Deed dated March 7, 1925, and recorded in Volume 124, Page 198 of the Deed Records of Bowie County, Texas, and the herein described tract of land being all that certain called 4.031 acre tract conveyed from Jimmie O. Clements and wife, Patricia Ann Clements, to James Blackburn, Jr., by Warranty Deed dated August 21, 1996, and recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas, and also being all that certain called 3.677 acre tract conveyed from Whatley Sign Advertising, Inc., to James Blackburn, Jr., by Warranty Deed dated July 31, 1985, and recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas, and also including all that certain 0.590 acre tract conveyed from Whatley Sign Advertising, Inc., to James K. Leonard, et al, by Deed dated April 1, 1982, and recorded in Volume 685, Page 595 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch reinforcing steel rod found for corner on the North right-of-way line of a street designated as Fair Oaks Drive and also being on the East right-of-way line of Fair Oaks Drive and being the Southwest corner of said Lot No. 2 of Parkview Addition and also being the Southwest corner of said 3.677 acre tract recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas;

THENCE: N 02° 24' 03" W, 459.06 feet with the East right-of-way line of Fair Oaks Drive and with the West line of said 3.677 acre tract to a 1/2 inch reinforcing steel rod set for corner on the South right-of-way line of Interstate Highway No. 30 at the Northwest corner of said 3.677 acre tract;

THENCE: N 77° 05' 07" E, 196.88 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set at an angle point in said right-of-way line;

THENCE: N 81° 05' 46" E, 538.60 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set for corner on the West right-of-way line of North Park Road at the Northeast corner of said 4.031 acre tract recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas;

THENCE: S 11° 14' 47" W, 597.50 feet with the West right-of-way line of North Park Road and the East line of said 4.031 acre tract to a 1/2 inch reinforcing steel rod set for corner on the North right-of-way line of Fair Oaks Drive at the Southeast corner of said 4.031 acre tract;

THENCE: N 90° 00' 00" W, 588.25 feet with the North right-of-way line of Fair Oaks Drive to the Point of Beginning, and containing 7.882 acres of land, more or less.

DECLARATION OF RESTRICTIVE COVENANTS

Basic Information

Date: June 5, 2015

Declarant and Declarant's Address: James Blackburn
5445 North Park Road
Texarkana, Texas 75503

Property: All that certain 7.882 acre tract or parcel of land situated in the WILLIS OLDHAM HEADRIGHT SURVEY, Abstract No. 458, Texarkana, Bowie County, Texas, and being a part of Lots Numbered One (1) and Two (2) of Parkview Addition, an annex to the City of Texarkana, Bowie County, Texas, according to the plat thereof recorded in Volume 40, Page 164 of the Plat Records of Bowie County, Texas, and also being a part of that certain tract of land conveyed from Louis Heilbron and Joseph Eldridge to L. R. Graves by Deed dated March 7, 1925, and recorded in Volume 124, Page 198 of the Deed Records of Bowie County, Texas, and the herein described tract of land being all that certain called 4.031 acre tract conveyed from Jimmie O. Clements and wife, Patricia Ann Clements, to James Blackburn, Jr., by Warranty Deed dated August 21, 1996, and recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas, and also being all that certain called 3.677 acre tract conveyed from Whatley Sign Advertising, Inc., to James Blackburn, Jr., by Warranty Deed dated July 31, 1985, and recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas, and also including all that certain 0.590 acre tract conveyed from Whatley Sign Advertising, Inc., to James K. Leonard, et al, by Deed dated April 1, 1982, and recorded in Volume 685, Page 595 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2 inch reinforcing steel rod found for corner on the North right-of-way line of a street designated as Fair Oaks Drive and also being on the East right-of-way line of Fair Oaks Drive and being the Southwest corner of said Lot No. 2 of Parkview Addition and also being the Southwest corner of said 3.677 acre tract recorded in Volume 778, Page 27 of the Real Property Records of Bowie County, Texas;
THENCE: N 02° 24' 03" W, 459.06 feet with the East right-of-way line of Fair Oaks Drive and with the West line of said 3.677 acre tract to a 1/2 inch reinforcing steel rod set for corner on the South right-of-way line of Interstate Highway No. 30 at the Northwest corner of said 3.677 acre tract;
THENCE: N 77° 05' 07" E, 196.88 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set at an angle point in said right-of-way line;
THENCE: N 81° 05' 46" E, 538.60 feet with the South right-of-way line of Interstate Highway No. 30 to a 1/2 inch reinforcing steel rod set for corner on the West right-of-way line of North Park Road at the Northeast corner of said 4.031 acre tract recorded in Volume 2538, Page 105 of the Real Property Records of Bowie County, Texas;
THENCE: S 11° 14' 47" W, 597.50 feet with the West right-of-way line of North Park Road and the East line of said 4.031 acre tract to a 1/2 inch reinforcing steel rod set for corner on the North right-of-way line of Fair Oaks Drive at the Southeast corner of said 4.031 acre tract;

THENCE: N 90° 00' 00" W, 588.25 feet with the North right-of-way line of Fair Oaks Drive to the Point of Beginning, and containing 7.882 acres of land, more or less.

Definitions

"Covenants" means the covenants, conditions and restrictions contained in this Declaration.

"Declarant" means James Blackburn.

"Owner" means every record Owner of a fee interest in all or any part of the Property.

Clauses and Covenants

A. Imposition of Covenants.

1. Declarant imposes the Covenants on the Property. All Owners and other occupants of the Property, by their acceptance of their deeds, leases or occupancy of any part of the Property, agree that the Property is subject to the Covenants.

2. The Covenants run with the Property and bind all Owners, occupants and any other person holding an interest in any part of the Property.

3. Each Owner and occupant of any part of the Property agrees to comply with this Declaration and agrees that failure to comply may subject him to damages or injunctive relief.

B. Uses and Activities.

1. *Permitted Uses.* The Property may be used for any purpose other than the Prohibited Uses (defined below).

2. *Prohibited Uses.* No part of the Property shall be used for a mobile home park; sewage treatment plant; water treatment plant; commercial amusement facility; dance hall; nightclub; drag or racing strip; go cart track; pistol or rifle range; skating rink; cemetery or mausoleum; institution for alcoholic, narcotic or psychiatric patients; convent or monastery; bus station; motor freight terminal; wrecking or salvage yard; mini warehouses; tattoo parlor; animal hospital, pound or kennel; poultry hatchery; commercial plant nursery; laundry plant; contractor storage yard; petroleum products storage; storage warehouse; sand or gravel storage; meat

packing plant; or trash transfer station.

C. General Provisions.

- 1. Term. This Declaration runs with the Property. The City of Texarkana, Texas, may sue to enjoin a violation of the Covenants.
- 2. Amendment. This Declaration may be amended at any time by the affirmative vote of sixty percent (60%) of the Owners of the Property and the affirmative vote of the City of Texarkana, Texas.
- 3. Severability. If a provision of this Declaration is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this Declaration, and this Declaration is to be construed as if the unenforceable provision is not a part of the Declaration.

WITNESS MY HAND as of the date set forth above.

James Blackburn, Declarant

STATE OF TEXAS)
COUNTY OF BOWIE)

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 5th day of June, 2015, by James Blackburn.

Notary Public, State of Texas
Printed Name: _____
Commission Expires: _____

After recording, please return to:
Kirk Patton, P.C.
P.O. Box 6128
Texarkana, Texas 75505-6128

City of Texarkana, Texas

Version: B

Update Date: 6/11/2015 2:28 PM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Shawna Watkins
Subject: Ordinance No. 2015-051 rezoning the East 1/2 of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street. Single Family-3 to Planned Development-Neighborhood Service. Kimberly Westley, applicant.
Briefing: 7/13/2015 **Public Hearing:** 6/8/2015 **Second Briefing:** June 22, 2015 **Council Vote:** 7/13/2015

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

Executive Summary and Background Information:

Z-15-6: This is a request by Kimberley Westley, owner, to rezone the east ½ of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street from Single Family-3 to Neighborhood Service. This property is currently vacant land. The proposed use is a hair salon.

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

The Comprehensive Plan has designated as a low density residential area.

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

At the Planning and Zoning Commission meeting, the applicant agreed to change the application to include the Planned Development designation.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

This area is a single family residential neighborhood. There are no business zoned properties in the immediate area. There are several churches, a kindergarten school and a couple of non-conforming uses in the Grandview area. A hair salon could be considered as a “service to neighborhood” and not be a highly intrusive type business. However, other uses that may not be as desirable are allowed in the Neighborhood Service zoning district. The Comprehensive Plan has designated this property as a low density residential area. Therefore, staff recommends for denial 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 to Planned Development-Neighborhood Service. The applicant agreed to amend the application to include the Planned Development designation.

Advisory Board/Committee Meeting Date and Minutes:

May 4, 2015

Attachments

- a. Ord. # 2015-051 (DOCX)
- b. Goals & Perspectives (DOCX)
- c. Maps for Ordinance #2015-051 (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/14/2015 2:13 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review Completed	05/18/2015 4:15 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
	05/18/2015 4:16 PM	
City Manager	John Whitson	City Manager Review Completed 05/19/2015
1:25 PM		
City Council	Jennifer Evans	Meeting Completed 05/26/2015
6:00 PM		

Meeting History

05/26/15 City Council MOVED FORWARD Next: 06/08/15
David Orr briefed this item.

ORDINANCE NO. 2015-051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING THE EAST ONE-HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 47, GRANDVIEW ADDITION, LOCATED AT 3608 JONES STREET IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-3 TO PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICE; 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 the east one-half of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Neighborhood Service**; 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 after holding hearings and affording a full and fair hearing 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 six (6) to zero (0) to recommend the application for rezoning from Single Family-3 to Planned Development-Neighborhood Service** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to change the application from **Single Family-3 to Planned Development-Neighborhood Service**; 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-3 to Planned Development-Neighborhood Service** 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 the east one-half of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Planned Development-Neighborhood Service**.

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

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

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NA

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

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	☒	Sign posted
Other:			



City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/21/2015 10:12 AM

Lead Department: Planning and Community Development **Action Officer:** Shawna Watkins
Ordinance No. 2015-053 amendment to PD-79-5(GR) for site plan approval on an approximate 9.74 acre tract of land located in the George Brinlee HRS, A-18, located at 4317 McKnight Road. John Rich, applicant. Kayla Wood, MTG
Subject: Engineering, agent.
Briefing: 6/8/2015 **Public Hearing:** 6/8/2015 **Second Briefing:** June 22, 2015 **Council Vote:** 7/13/2015

Item Schedule

Schedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

Executive Summary and Background Information:

Amendment to PD-79-5(GR): This is a request by John Rich, owner, and Kayla Wood, MTG Engineering, agent, for site plan approval to allow the expansion of the existing Oaks Assisted Living Facility, located at 4317 McKnight Road (a 9.74 acre tract of land located in the George Brinlee HRS, A-18).

The adjacent zoning is Office, Agriculture and GR to the north, SF-1 to the west, GR to the south and PD-GR to the east. The adjacent land usage is an office and vacant land to the north, vacant land to the south, offices and "The Magnolia" (an Alzheimer's facility) to the east and residences and vacant land to the west.

This site plan and elevations show the following:

1. The construction of a 7,521 square foot building expansion on the south side of the "Memory Care Building" Building exterior will match the current building. 13 parking spaces are shown for this expansion.
2. The construction of a 3,252 square foot future building expansion that is proposed to be located south of the newly proposed expansion listed above. Building exterior will match the current building.
3. The construction of a 2,000 square foot clubhouse. 7 parking spaces are shown.
4. The construction of 17 duplex buildings (34 units) to be located south of the existing facility and existing duplexes. These duplexes show the following:
 - 68 required parking spaces (2 per unit)
 - Brick and vinyl siding exterior
 - 1,970 square footage for each duplex (each unit will be 985 sq. ft in size)
 - Each unit will have a carport
 - Each unit will be 2 bedroom and one bath.
5. Pavement to the new additions will be expanded. See site plan.

City of Texarkana, Texas

6. A lift station is shown to be added for the duplex development. TWU will need to approve all plans.

Because a driveway exit to Richmond Place has not been constructed, only 1 ingress and egress to this whole development exists (off McKnight Road). Staff has concerns that a second ingress/egress should be a requirement before any new addition or new duplex construction begins.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval of this request with the following stipulations:

1. The second entry exit be provided at the end of Richmond Place prior to any construction.
2. The clubhouse match existing building exteriors.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of the site plan with the following stipulation:

- Second entry/exit be provided at the end of Richmond Place after construction is completed.

Advisory Board/Committee Meeting Date and Minutes:

May 4, 2015

Attachments

- a. Ord. # 2015-053 (DOCX)
- b. Exhibit A (legal descrip) for Ord. # 2015-053 (PDF)
- c. Exhibit B (site plan) for Ord. #2015-053 (PDF)
- d. Goals & Perspectives (DOCX)
- e. Aerial map of conceptual layout (PDF)
- f. Maps for Ord. # 2015-053 (PDF)
- g. Floor plan for Phases 1 and 2 (PDF)

City of Texarkana, Texas

- h. Phase 1 exterior elevations (PDF)
- i. Duplex elevations and floor plan (PDF)
- j. Photo of duplex (PDF)
- k. Ord. 2015-053 signed (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/20/2015 2:55 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	05/20/2015 3:21 PM
Public Information Officer	Lisa Thompson	PIO Review
	05/20/2015 3:22 PM	Completed
City Manager	John Whitson	City Manager Review
10:12 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		05/21/2015
		05/26/2015

Meeting History

05/26/15 City Council MOVED FORWARD Next: 06/08/15
 David Orr briefed this item. Kayla Wood, MTG Engineering agent, briefed this item.

ORDINANCE NO. 2015-053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-79-5(GR) FOR SITE PLAN APPROVAL TO ALLOW FOR EXPANSION OF EXISTING BUILDING AND CONSTRUCTION OF A CLUBHOUSE AND DUPLEXES ON A CERTAIN 9.74 ACRE TRACT OF LAND IN THE GEORGE BRINLEE HRS, A-18, LOCATED AT 4317 MCKNIGHT ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the **approval of a site plan (Exhibit “B”) to allow for expansion of existing building and construction of clubhouse and duplexes** on a certain 9.74 acre tract of land in the George Brinlee HRS, A-18 (Exhibit “A”), located at 4317 McKnight Road in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of six (6) to zero (0) to recommend approval of the petition for the request for the site plan** (Exhibit “B”) 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 the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (Exhibit “B”) submitted to allow for expansion of existing building and construction of a clubhouse and duplexes on a certain 9.74 acre tract of land in the George Brinlee HRS, A-18 (Exhibit “A”), located at 4317 McKnight Road, in the City of Texarkana, Texas, Bowie County, Texas, be and is hereby approved and hereby amends PD-79-5(GR).

SECTION 2: That the following items are shown as part of the expansion and are hereby imposed and made a part of this Ordinance:

1. A 7,521 square foot building expansion on the south side of the “Memory Care Building”.
2. A 3,252 square foot future building expansion on the south side of the “Memory Care Building”.
3. Construction of a 2,000 square foot clubhouse.
4. Construction of 17 duplex buildings (34 units).
5. Extension of pavement to new additions.
6. Lift station for duplex development.
7. Second entry/exit to be provided at the end of Richmond Place after construction is completed.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of July, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"

PD-79-5(GR)

PROPERTY:

All that certain tract or parcel of land situated in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and being a part of that certain 32-1/2 acre tract of land conveyed by J. B. Adkison, et ux, to T. W. Powell, et ux, by Deed dated July 10, 1943, and recorded in Volume 193, Page 317 of the Deed Records of Bowie County, Texas, and also being a portion of a certain 2.00 acre tract and a portion of a certain 2-1/2 acre tract described in Deed from R. E. Williams and wife, Laura Ethel Williams to Ross Tiller, dated July 18, 1945, recorded in Volume 216, Pages 1-2 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch reinforcing steel rod found for corner at an existing fence corner, being the Southwest corner of the above mentioned 32-1/2 acre tract;

THENCE: North 01 deg. 45 min. 01 sec. West, 800.94 feet along an existing fence line, the West line of said 32-1/2 acre tract, to a 5/8 inch reinforcing steel rod found for corner at an existing fence corner, being the Southwest corner of the above mentioned 2.00 acre tract, which was sold out of the said 32-1/2 acre tract;

THENCE: North 84 deg. 59 min. 42 sec. East, 313.90 feet along an existing fence line, being the South line of said 2.00 acre tract, to a 1 inch pipe found for corner;

THENCE: North 01 deg. 16 min. 15 sec. West, 267.54 feet to a 1 inch iron pipe found for corner in the South right-of-way line of McKnight Road (Texas F. M. Road No. 1297);

THENCE: North 87 deg. 39 min. 29 sec. East, 154.65 feet along the South right-of-way line of McKnight Road to a 1 inch iron pipe found for corner;

THENCE: South 01 deg. 09 min. 50 sec. East, 259.50 feet to a 1 inch iron pipe found for corner;

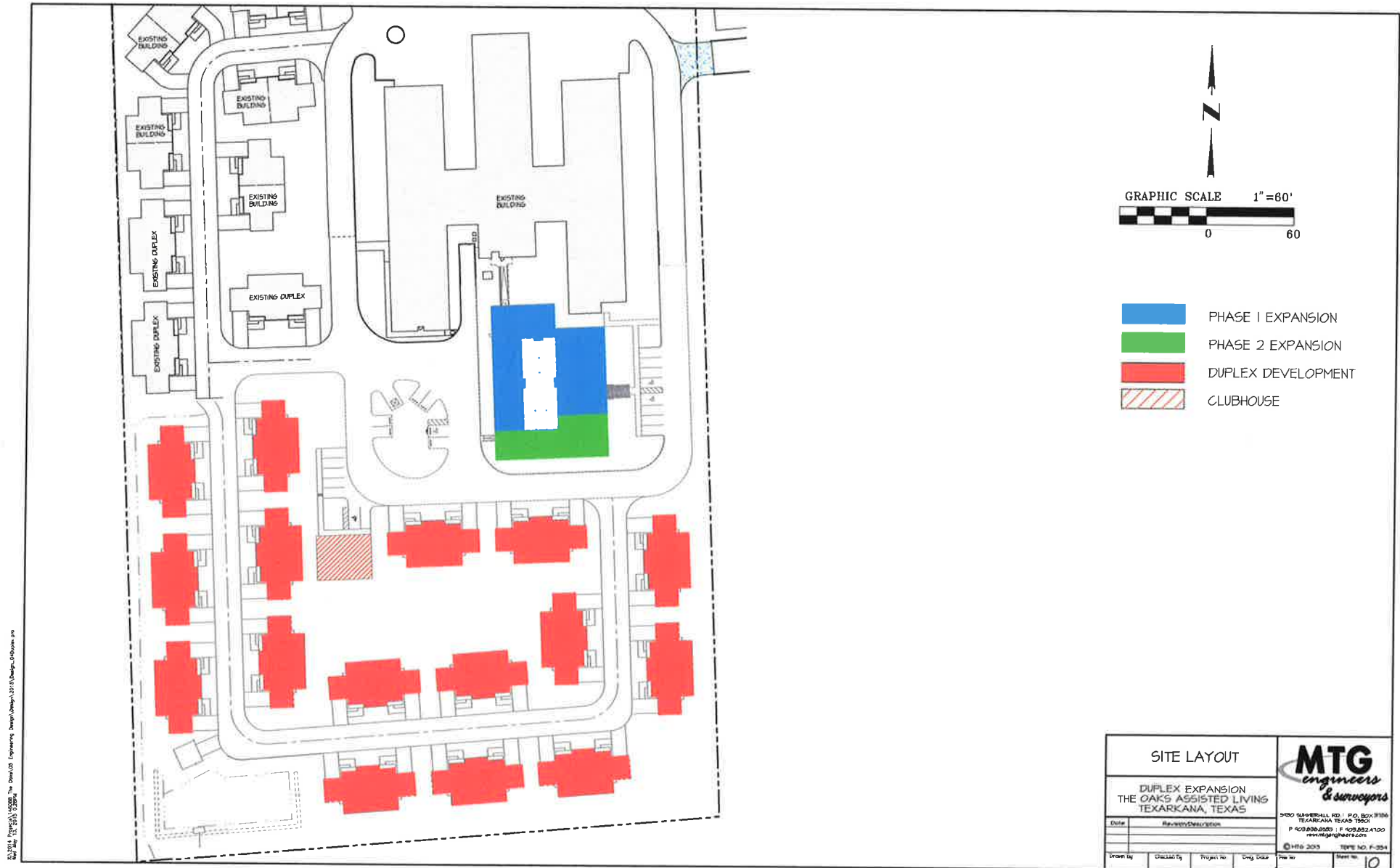
THENCE: North 85 deg. 09 min. 43 sec. East, 59.94 feet to a 1 inch pipe found for corner;

THENCE: South 01 deg. 45 min. 01 sec. East, 808.98 feet to a 1/2 inch reinforcing steel rod set for corner in the South line of said 32-1/2 acre tract;

THENCE: South 85 deg. 48 min. 01 sec. West, 527.95 feet with the South line of said 32-1/2 acre tract, being a line approximately 0.40 feet South of and parallel to the existing fence line, to the POINT OF BEGINNING and containing 10.68 acres of land, more or less.

Save and except the north 0.94 acre tract of land zoned Agriculture (A). Total acreage is 9.74 acres.

Exhibit "B"



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:

NA

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

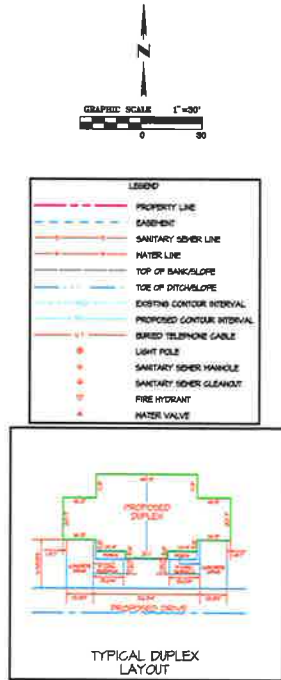
NA

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	☒	Sign posted

Other:

Attachment: Goals & Perspectives (1310 : Ord #2015-053 site plan approval for 4317 McKnight Rd.)



BUILDING SQUARE FOOTAGE	
PROPOSED MEMORY LANE BUILDING EXPANSION	750 SF
FUTURE MEMORY LANE BUILDING EXPANSION	~8250 SF
CURRENT	3000 SF
DUPLEX #1 DUPLEX #2A (4 units)	4450 SF

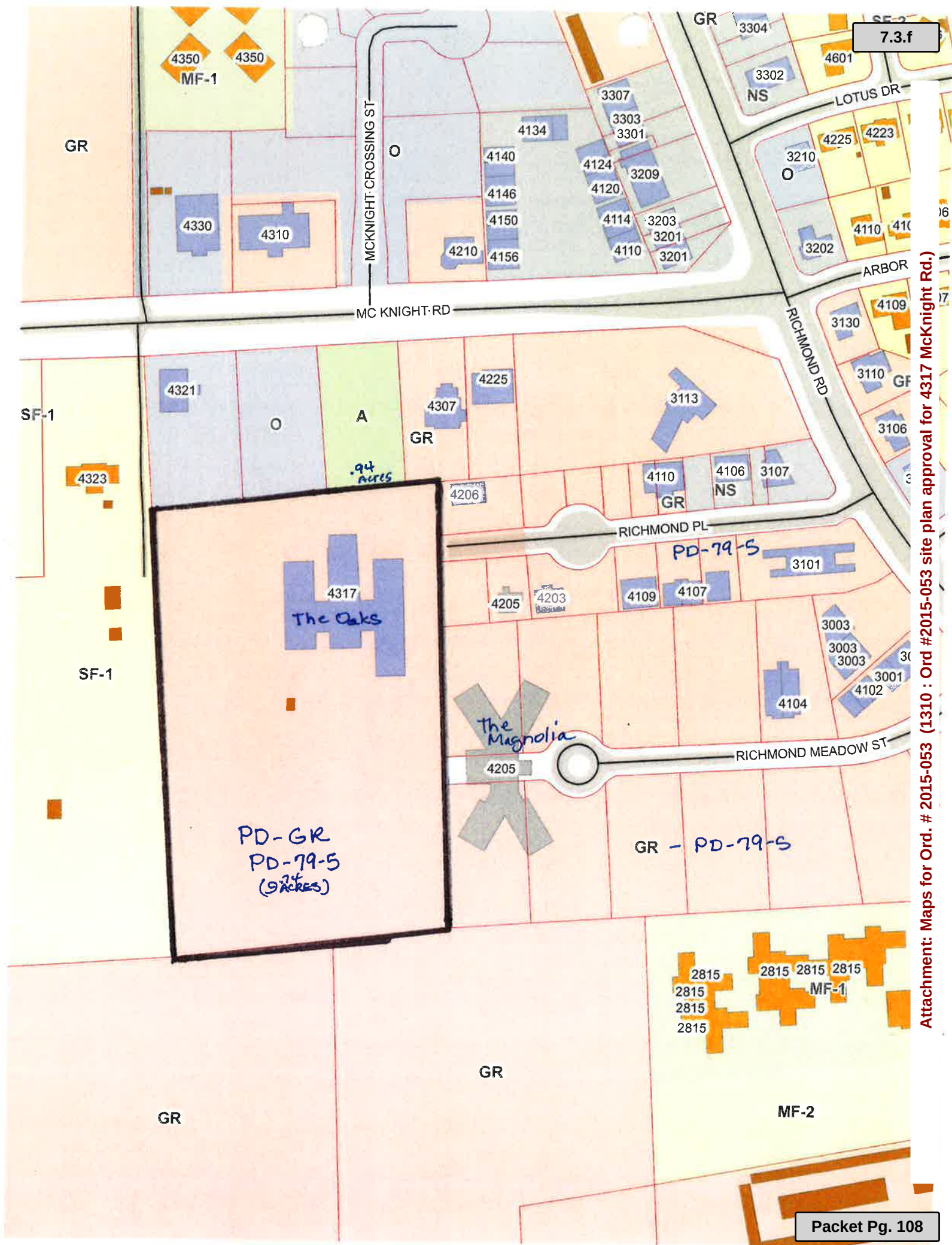
	PENDING TABULATION					
	PENDING			PENDING		
	RECEIVED	RECEIVED	TOTAL	RECEIVED	RECEIVED	TOTAL
	MONTHLY	HE. ADJUSTABLE		MONTHLY	HE. ADJUSTABLE	
HIBERNY CARE EXPANSION	8	1	7	38	3	41
CLUB HOUSE	8	1	7	1	1	2
SUPPLY	60	NA	60	60	NA	60

Phase 1 Heavy Core Deposition = 1 Spoon for each 6 rows @ Single Occupancy Bldg with 2-6 Employees
Phase 2 Heavy Core Deposition = 1 Spoon for each 6 rows @ Single Occupancy Bldg with 1 Employee

Citibank = 1 Spoon per 100 SF (2000 SF) = 1 Spoon

Dolphin = 2 Spoons Per Unit (54 Units) = 108 Spoons

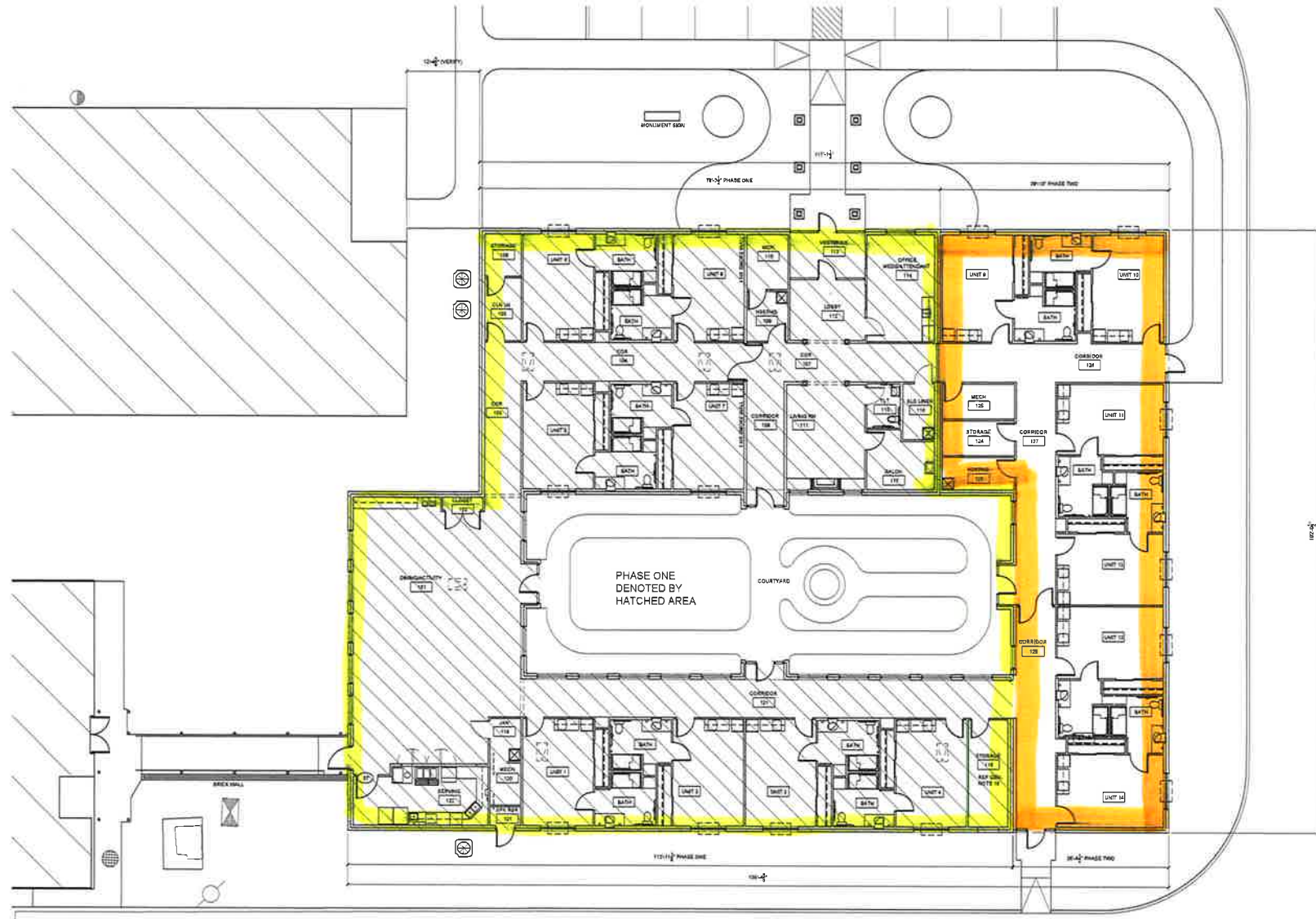
CONCEPTUAL LAYOUT BUILDING ADDITIONS THE OAKS ASSISTED LIVING TEXARKANA, TEXAS		 3400 SHERRILL RD. P.O. BOX 8706 TEXARKANA, TEXAS 75702 F 409.856.2000 F 409.856.2100 www.mtgengineers.com MTG 2010 TEXAS REG. # 254	
Revised/Drawn/Checked			
Drawn By	Checked By	Project No.	Drawn Date



Attachment: Maps for Ord. # 2015-053 (1310 : Ord #2015-053 site plan approval for 4317 McKnight Rd.)



Attachment: Maps for Ord. # 2015-053 (1310 : Ord #2015-053 site plan approval for 4317 McKnight Rd.)



01 Floor Plan Ph 1 & 2
Scale: 1/8" = 1'-0"

Attachment: Floor plan for Phases 1 and 2 (1310 : Ord #2015-053 site plan approval for 4317 McKnight Rd.)

The Oaks Memory Care Addition
4317 McKnight Road
Texarkana, Texas 75503

Joe Crews
Architect

Architecture
Interiors
Planning
Accessibility
Specialist

3930 Galleria Oaks
Texarkana, Texas
75503
T. 903.255.1710
F. 903.223.7100
joe@joe crews.com
http://joe crews.com

Architect's Seal



15 APRIL 2015

Project No. 2014-21 TX

Drawn By

Date 15 April 2015

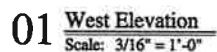
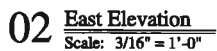
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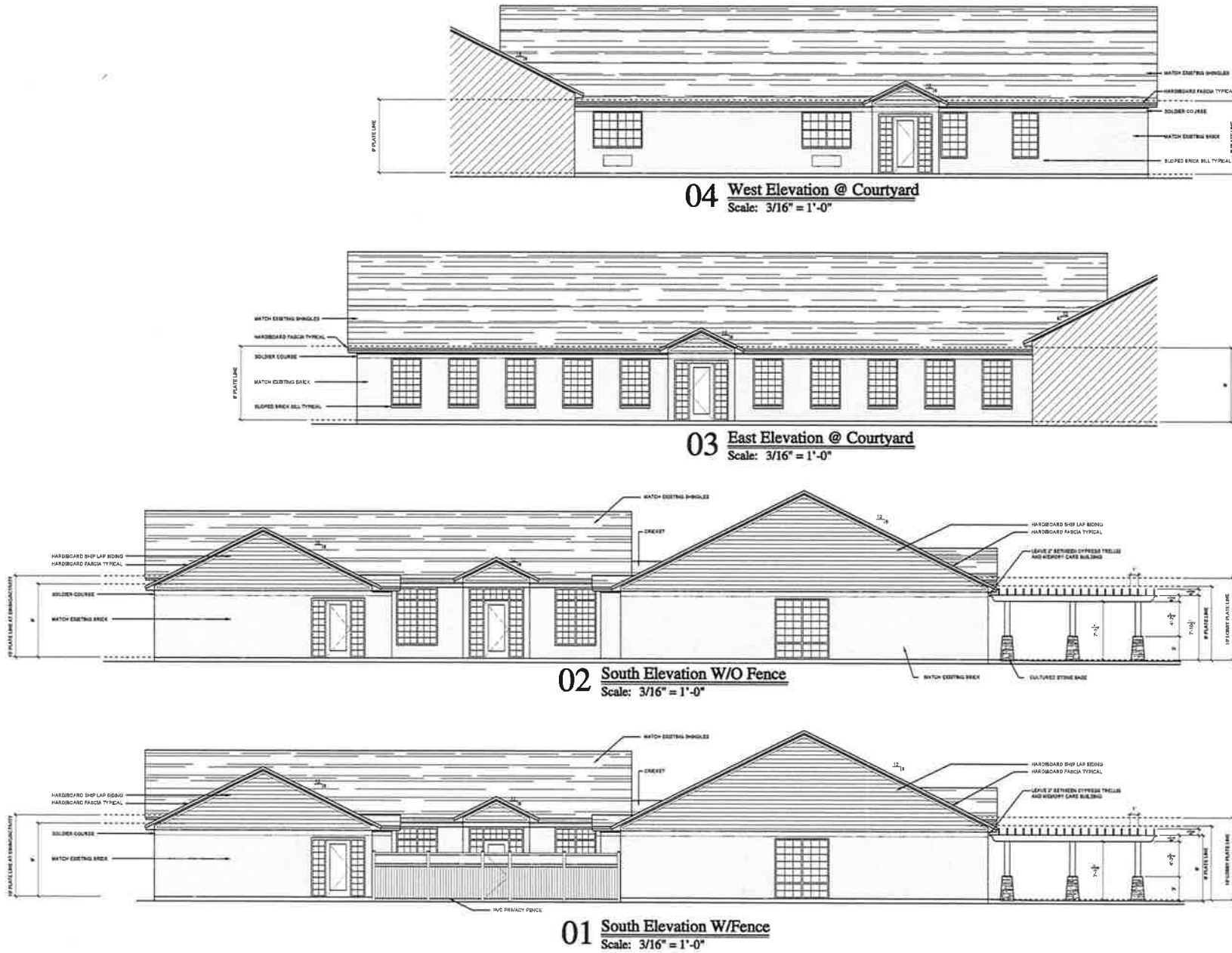
**Phase 1 & 2
Floor Plans**

Drawing No.

A2.02

Packet Pg. 110





The Oaks Memory Care Addition
4317 McKnight Road
Texarkana, Texas 75503

Joe Crews
Architect

Architecture
Interior
Planning
Accessibility
Specialist

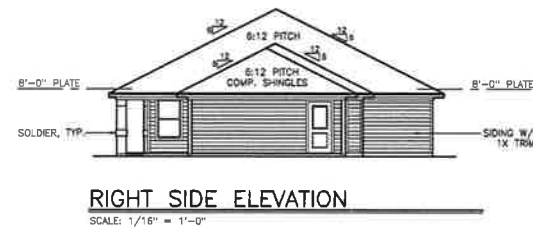
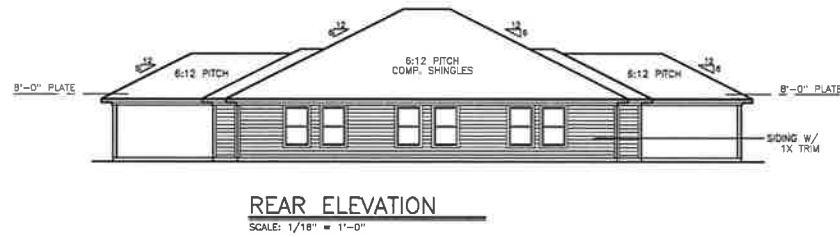
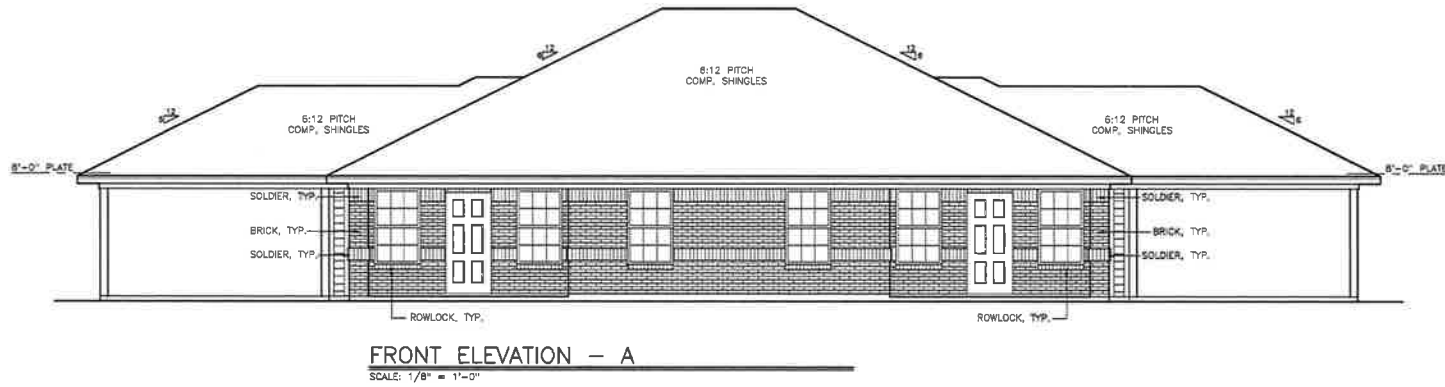
3900 Galleria Oaks
Texarkana, Texas
75503
T: 903.225.1110
F: 903.225.1160
jwc@jcrewson.com
http://jcrewson.com



09 APRIL 2015
Project No. 2014-21 TX
Drawn By:
Date: 09 April 2015

Sheet Title
Phase One
Exterior
Elevations

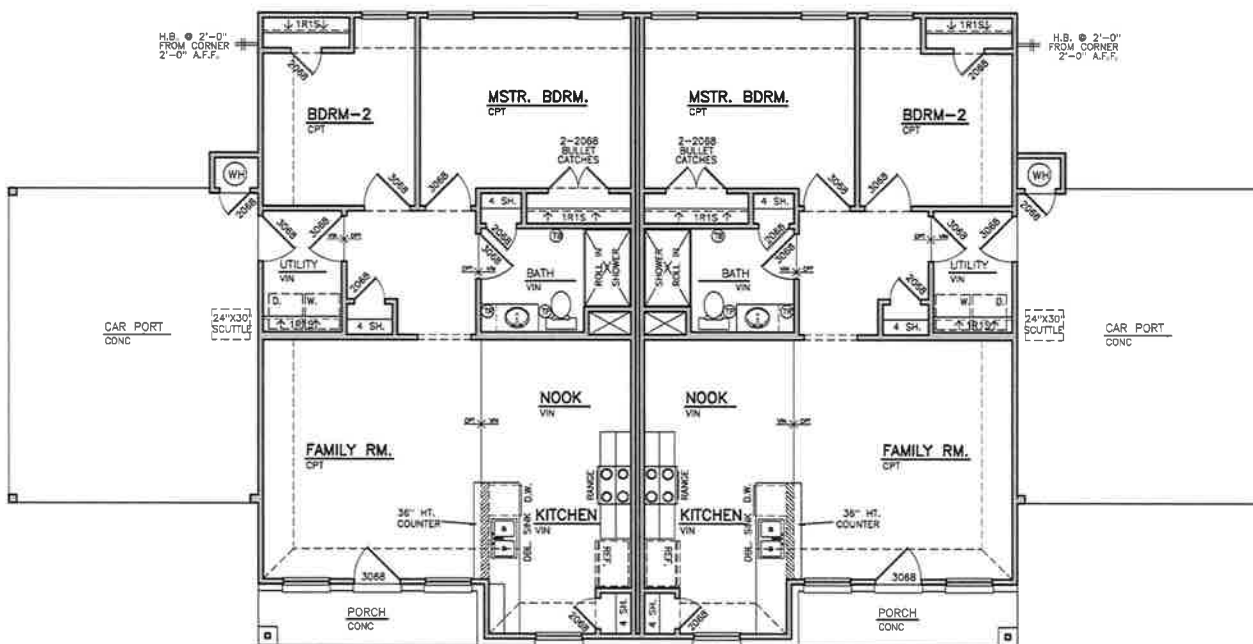
Drawing No.
A6.02



The designer assumes no liability for any structure built from these plans. Before construction, the purchaser should consult with the local building department to verify compliance with all applicable codes, and incorporate site-specific conditions. The purchaser is permitted to alter these elevations within reason.

TAYLOR & TAYLOR DEVELOPMENT
ASSISTED LIVING

FRAMING/
CONCRETE
2.1



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

**TAYLOR & TAYLOR DEVELOPMENT
ASSISTED LIVING PLAN**

DATE	
	TBD

1001

TRIM/
FINISH-OUT
1.2

The designer assumes no liability for any structure built from these plans, before construction, the purchaser, builder, or contractor must verify all dimensions, verify compliance with all building codes, and incorporate site conditions. Only a qualified designer, architect or structural engineer should be permitted to alter these plans with written release.



Attachment: Photo of duplex (1310 : Ord #2015-053 site plan approval for 4317 McKnight Rd.)

ORDINANCE NO. 2015-053

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-79-5(GR) FOR SITE PLAN APPROVAL TO ALLOW FOR EXPANSION OF EXISTING BUILDING AND CONSTRUCTION OF A CLUBHOUSE AND DUPLEXES ON A CERTAIN 9.74 ACRE TRACT OF LAND IN THE GEORGE BRINLEE HRS, A-18, LOCATED AT 4317 MCKNIGHT ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the **approval of a site plan (Exhibit "B") to allow for expansion of existing building and construction of clubhouse and duplexes** on a certain 9.74 acre tract of land in the George Brinlee HRS, A-18 (Exhibit "A"), located at 4317 McKnight Road in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of six (6) to zero (0) to recommend approval of the petition for the request for the site plan** (Exhibit "B") 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 the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the site plan (Exhibit "B") submitted to allow for expansion of existing building and construction of a clubhouse and duplexes on a certain 9.74 acre tract of land in the George Brinlee HRS, A-18 (Exhibit "A"), located at 4317 McKnight Road, in the City of Texarkana, Texas, Bowie County, Texas, be and is hereby approved and hereby amends PD-79-5(GR).

SECTION 2: That the following items are shown as part of the expansion and are hereby imposed and made a part of this Ordinance:

1. A 7,521 square foot building expansion on the south side of the "Memory Care Building".
2. A 3,252 square foot future building expansion on the south side of the "Memory Care Building".
3. Construction of a 2,000 square foot clubhouse.
4. Construction of 17 duplex buildings (34 units).
5. Extension of pavement to new additions.
6. Lift station for duplex development.
7. Second entry/exit to be provided at the end of Richmond Place after construction is completed.

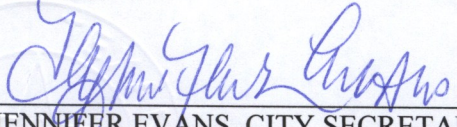
SECTION 3: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

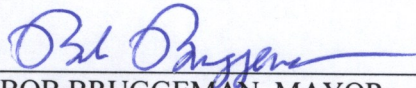
SECTION 4: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:26 p.m.

EXHIBIT "A"

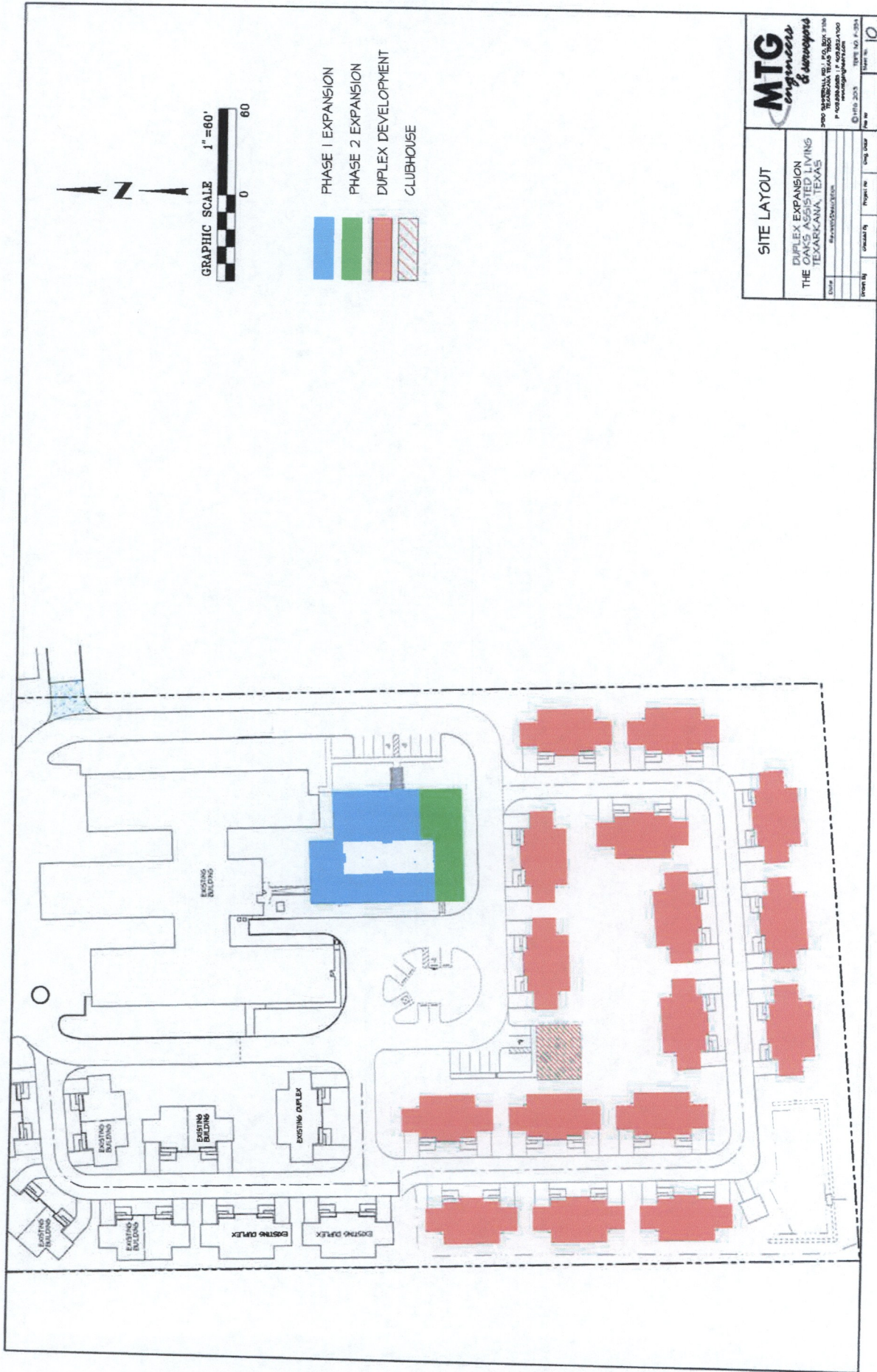
PD-79-5(GR)
PROPERTY:

All that certain tract or parcel of land situated in the GEORGE BRINLEE HEADRIGHT SURVEY, Abstract No. 18, Bowie County, Texas, and being a part of that certain 32-1/2 acre tract of land conveyed by J. B. Adkison, et ux, to T. W. Powell, et ux, by Deed dated July 10, 1943, and recorded in Volume 193, Page 317 of the Deed Records of Bowie County, Texas, and also being a portion of a certain 2.00 acre tract and a portion of a certain 2-1/2 acre tract described in Deed from R. E. Williams and wife, Laura Ethel Williams to Ross Tiller, dated July 18, 1945, recorded in Volume 216, Pages 1-2 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch reinforcing steel rod found for corner at an existing fence corner, being the Southwest corner of the above mentioned 32-1/2 acre tract;
THENCE: North 01 deg. 45 min. 01 sec. West, 800.84 feet along an existing fence line, the West line of said 32-1/2 acre tract, to a 5/8 inch reinforcing steel rod found for corner at an existing fence corner, being the Southwest corner of the above mentioned 2.00 acre tract, which was sold out of the said 32-1/2 acre tract;
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Save and except the north 0.94 acre tract of land zoned Agriculture (A). Total acreage is 9.74 acres.

Exhibit "B"



City of Texarkana, Texas

Version: F

Update Date: 6/11/2015 2:27 PM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Resolution No. 2015-058 authorizing the City Manager to execute a
lease/purchase agreement with Key Government Finance, Inc., for Cisco
Systems computer network switching equipment and related computer hardware
in an amount not to exceed NINETY-THREE THOUSAND FIVE HUNDRED
Subject: FIFTEEN AND 86/100 DOLLARS (\$93,515.86), over a five-year lease period.

Briefing: 6/22/2015 **Public Hearing:** 6/8/2015 **Second Briefing:** **Council Vote:** 6/22/2015

Item ScheduleSchedule 2: Brief once - vote once (two weeks)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

The IT infrastructure switches in our computer network are out of warranty and are at the end of their useful life. Newer switches provide the latest in power availability and support functions not available with the current switches.. This purchase will be made through a Buy Board approved affiliate for Cisco Systems products. Purchases made through Buy Board are exempt from competitive bidding in Texas by Chapter 791 of the Texas Government Code.

The type and number of switch equipment is shown on the attached proposal.

The IT Division of TWU budgets and requests a replacement of existing outdated Cisco equipment on a five year disciplined technology refresh cycle.

Staff is recommending a lease/purchase for network switch replacement This equipment is being lease/purchased through Key Government Finance, Inc. The total lease/purchase cost is \$93,515.86, to be paid in five annual payments of \$18,703.17.

Potential Options:

- Authorize the City Manager to execute the agreement.
- Deny authorization, which will result in outdated equipment remaining in place.

Fiscal Implications:

Funds for the current fiscal year payment are appropriated in the City's Technology Fund. Requests for future appropriations will be submitted through the annual budget in future years.

Staff Recommendation:

City of Texarkana, Texas

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. Resolution No. 2015-058 (DOCX)
- b. Exhibit A -Texas-Cisco_Equipment_Purchase (DOC)
- c. Exhibit B - Key Govt Fin Lease-Cisco Switches (PDF)
- d. Goals & Perspectives (DOCX)
- e. 2015-058 RES signed (PDF)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed	
	06/02/2015 3:49 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	06/02/2015
	3:49 PM			
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	06/02/2015 3:53 PM		
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	06/02/2015 3:59 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	06/02/2015 6:50 PM			
City Manager	John Whitson	City Manager Review	Completed	06/04/2015
	3:19 PM			
City Council	Jennifer Evans	Meeting	Completed	06/08/2015
	6:00 PM			

Meeting History

RESOLUTION NO. 2015-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE AGREEMENT WITH KEY GOVERNMENT FINANCE, INC., OF SUPERIOR, COLORADO FOR CISCO SYSTEMS COMPUTER NETWORK SWITCHING EQUIPMENT AND RELATED COMPUTER HARDWARE, TO BE ACQUIRED THROUGH TEXAS LOCAL GOVERNMENT PURCHASING CONTRACT #331-09 (BUY BOARD) VENDOR AFFILIATE GOVCONNECTION, AT A TOTAL COST OVER A FIVE YEAR PERIOD NOT TO EXCEED NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests replacement of existing outdated Cisco equipment on a five year disciplined technology refresh cycle; and

WHEREAS, utilizing a lease/purchase program to finance the purchase of this equipment will allow immediate replacement of all equipment while remaining within current budget restraints; and

WHEREAS, the lease/purchase of this equipment will replace switches in our computer system that are out of warranty and at the end of their useful lives; and will result in the installation of newer switches which provide the latest in power availability and support functions not available with the current hardware; and the updating of core infrastructure of the City fiber connected sites over the next five (5) years; and

WHEREAS, the purchase of this equipment will be made through a “Buy Board” approved affiliate for Cisco Systems products, a transaction which is exempt from competitive bidding by Chapter 791 of the Texas Government Code; and

WHEREAS, the type and number of network equipment to be lease/purchased is shown on the attached document marked as Exhibit “A”; and

WHEREAS, the City of Texarkana, Texas, has received a proposed lease/purchase agreement from Key Government Finance, Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, a copy of which is attached hereto as Exhibit “B”; and

WHEREAS, the lease/purchase agreement from Key Government Finance Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, over a five (5) year period, will be at an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED THREE AND 17/100 DOLLARS (\$18,703.17) per year for a total cost not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86); and

WHEREAS, the funds for the first year payment have been appropriated in the City's Technology Fund, account 115-0000-55820; and funds for future payments are anticipated to be appropriated in the same fund.

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

SECTION 1: That the City Manager be and is hereby authorized to execute a Lease/Purchase Agreement with Key Government Finance Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, over a five (5) year period, that will be at an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED THREE AND 17/100 DOLLARS (\$18,703.17) per year for a total cost not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86).

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

PASSED AND APPROVED in Regular Council Session on this the 22nd day of June, 2015.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA, TX

REQUEST FOR COUNCIL ACTION

AGENDA TITLE:

AGENDA DATE:

ITEM#:

DEPARTMENT: City of Texarkana, TX

DATE SUBMITTED: May 29, 2015

PREPARED BY:

SUBJECT: Texas Administration recommends acceptance and approval of a five year, zero percent interest, lease purchase contract with Cisco Systems through one of its financial affiliates (Key Government Finance) for acquisition of computer network switching equipment and related computer hardware at a first year cost of \$18,703.17 and a five year total cost to Texarkana, Texas of \$93,515.85.

EXHIBITS: Lease Purchase Proposal

APPROVAL:

EXPENSE REQUIRED: \$18,703.17 (this fiscal year)

AMOUNT BUDGETED: \$18,703.17 (this fiscal year)

APPROPRIATION REQUIRED: None

SUMMARY: The IT infrastructure switches utilized in our computer network are out of warranty and are at the end of their useful life. Newer switches provide the latest in power availability and support functions not available with the current hardware. Texas Administration is recommending a lease/purchase for network switch replacement. This lease/purchase will be made through a "Buy Board" approved affiliate for Cisco Systems products. The type and number of network equipment to be purchased is shown on the attached proposal. All terms of the lease purchase agreement appear to be in compliance with Texas statute.

The IT Division of TWU proposes replacing existing outdated Cisco equipment while staying within budget constraints by continuing to utilize a leasing program that keeps the City of Texarkana, TX on a disciplined technology refresh cycle. This investment is expected to cover the core infrastructure of the city fiber connected sites over the next 5 years.

This equipment is being purchased through the Texas Local Government Purchasing Coop Contract # 331-09 (Buy Board). Purchases made through "Buy Board" are exempt from competitive bidding in Texas by Chapter 791 of the Texas Government Code although this

purchase does not exceed Texas biddable limits in any year.

The total purchase cost is \$93,515.85 and an exact purchase breakout of Texarkana, Texas costs are as follows:

<u>Year</u>	<u>Total</u>
1	\$18,703.17
2	\$18,703.17
3	\$18,703.17
4	\$18,703.17
5	\$18,703.18
Totals	\$93,515.86

Funds for this item were budgeted in the Texas Technology Fund. City staff recommends approval.

COUNCIL ACTION:



ORDERING INFORMATION

GovConnection, Inc.

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the

Proof of Purchase/Invoice link on the left side of the page to print one:

<https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:

SEEDOPS@GovConnection.com

QUESTIONS: Call 800-900-0019

FAX: 603.683.0374

**SALES QUOTE**

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: Jerald Nine III
Phone: 800-800-0019 ext. 34008
Fax: (603) 683-1523
Email: jnine@govconnection.com

Account Manager:
Phone:
Fax:
Email:

23823845.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 3/2/2015
Valid Through: 4/1/2015
Account #: 885794

Customer Contact: Kevin Davenport
Email: kevin.d@txkusa.org

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 885794 CITY OF TEXARKANA TEXAS ACCOUNTS PAYABLE PO BOX 1967 TEXARKANA, TX 75504 (903) 798-3800	AB#: 12735695 CITY OF TEXARKANA 2411 SUMMERHILL RD CIS/SUMMERHILL RD ANNEX TEXARKANA, TX 75501 (903) 792-8855

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	401.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	6	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 5,785.06	\$ 34,710.36
2	15	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 3,208.52	\$ 48,127.80
3	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco	\$ 819.66	\$ 819.66
4	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco	\$ 537.02	\$ 537.02
5	1	14708587	WS-C4500X-16SFP+	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco	\$ 9,044.45	\$ 9,044.45
6	1	15643308	CON-SNT-WSC16SF X	Acad. SMARTnet 8x5 Next Business Day for Catalyst 4500X Cisco/Service	Cisco/Service	\$ 4,578.76	\$ 4,578.76
7	1	17982864	C4KX-PWR-750AC-R	Cat 4500X 750W AC PS Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
8	1	17925114	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC Front To Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
9	3	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 3,391.68
10	5	16630883	C3650-STACK-KIT=	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco	\$ 932.72	\$ 4,663.60
11	1			Trade in credits Cisco	Cisco	\$ (14,618.59)	\$ (14,618.59)
						Subtotal	\$ 93,515.86
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 0.00
						Total	\$ 93,515.86

Tax-Exempt Lease/Purchase Agreement, Dated April 30, 2015

Accepted by Lessor:	Agreed to by Lessee:
Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027	City Of Texarkana, Texas 220 Texas Blvd Texarkana, Texas 75501
By:	By:
Name:	Name:
Title:	Title:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall begin upon the commencement date, as noted in the Property Schedule to Tax-Exempt Lease/Purchase Agreement, and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

OPTION TO PURCHASE: If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to this Property Schedule and to terminate any restrictions herein on the Property under this Property Schedule on the last day of the Lease Term for this Property Schedule, if this Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for this Property Schedule. Upon exercise of the purchase option as set forth in this Option to Purchase section and payment of the purchase price under this Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to this Property Schedule to Lessee, whereupon Lessor's interest in such Property shall terminate.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If

SnapOut TELP-Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NONAPPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Unless prohibited by law, Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of April 30, 2015 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Commencement Date. The Commencement Date for this Property Schedule is April 30, 2015.
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the 30th day of each annual period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Concluding Balance shown in the table below, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2015.
6. Property Cost. The total acquisition cost of the Property is \$93,515.86.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit D.
9. Effective Interest Rate. 3.340%.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc./Vendor, in the amount of \$6,665.05. This payment will be made by Cisco/Vendor to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Cisco/Vendor Payment	Rental Payment	Principal	Interest	Termination Amount
1	30-Apr-2015	\$6,665.05	\$0.00	\$6,665.05	\$0.00	\$89,456.33
2	30-Jul-2015	0.00	18,703.17	17,975.89	919.00	70,941.16
3	30-Jul-2016	0.00	18,703.17	16,367.01	2,336.16	54,083.14
4	30-Jul-2017	0.00	18,703.17	16,922.16	1,781.01	36,653.31
5	30-Jul-2018	0.00	18,703.17	17,496.14	1,207.03	18,632.28
6	30-Jul-2019	0.00	18,703.17	18,089.59	613.58	0.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Key Government Finance, Inc.
By:
Name:
Title:

Lessee: City Of Texarkana, Texas
By:
Name:
Title:

Attest By:
Name:
Title:

EXHIBIT A

Property Description

Equipment as described in GovConnection, Inc. Quote No. 23823845.02, dated 2/27/2015 (inserted below), referred to and incorporated herein by this reference.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.
1	6	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco
2	15	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco
3	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco
4	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco
5	1	14708587	WS-C4500X-16SFP+	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco
6	1	15643308	CON-SNT-WSC16SF X	Acad. SMARTnet 8x5 Next Business Day for Catalyst 4500X Cisco/Service	Cisco/Service
7	1	17982864	C4KX-PWR-750AC-R	Cat 4500X 750W AC PS Cisco	Cisco
8	1	17925114	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC Front To Back Cooling Cisco	Cisco
9	3	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco
10	5	16630883	C3650-STACK-KIT =	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco
11	1			Trade in credits Cisco	Cisco

EXHIBIT B
Certificate of Acceptance to Tax-Exempt Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of April 30, 2015 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:

Lessee: City Of Texarkana, Texas

By:

Name:

Title:



ATCHLEY RUSSELL WALDROP & HLAVINKA, L.L.P.

ATTORNEYS AT LAW

1710 MOORES LANE, TEXARKANA, TEXAS 75503

TEL 903-792-8246 FAX 903-792-5801 WWW.ARWHLAW.COM

Jeffery C. Lewis

jlewis@arwhlaw.com

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization
Licensed in Texas and Arkansas

April 30, 2015

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, Colorado 80027

PARTNERS

Victor Hlavinka

J. Dennis Chambers

Alan D. Harrel

Louise Tausch

Board Certified,
Labor and Employment Law
Texas Board of Legal Specialization

Jeffery C. Lewis

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization

Jo Thomason

Board Certified,
Commercial Real Estate Law
Texas Board of Legal Specialization

Brandon Cogburn

ASSOCIATE

Hailee A. Amox

OF COUNSEL

Charles J. Hlavinka

Stephen Oden

Otto Atchley (1904-1989)

Norman Russell (1915-1996)

Howard Waldrop (1930-2005)

Re: Tax-Exempt Lease/Purchase Agreement and Property
Schedule dated as of April 30, 2015, between City Of
Texarkana, Texas and Key Government Finance, Inc.

To whom it may concern:

I am the City Attorney for the City of Texarkana, Texas. In connection with the above-referenced Lease/Purchase Agreement, I have examined the law and such certified proceedings and other papers as necessary to render the following opinion. As to questions of fact material to this opinion, I have relied upon the representations contained in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing, I provide the following opinions:

1. The City of Texarkana, Texas, is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. The City of Texarkana Texas, has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder, subject to the laws and constitution of the State of Texas and the City Charter of the City of Texarkana, Texas.

Key Government Finance, Inc.
April 30, 2015

Page 2

3. All proceedings of the City of Texarkana, Texas, and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby, have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and constitutes a legal, valid and binding obligation of the City of Texarkana, Texas, except insofar as the enforcement thereof may be limited by state or federal law and by any applicable non-appropriation, bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application, or of application to municipalities or political subdivisions such as the City of Texarkana, Texas, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as I have deemed sufficient, no litigation is pending (or, to my knowledge, threatened) against the City of Texarkana, Texas in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of the City of Texarkana, Texas to execute the Agreement or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

With regards,



Jeffery C. Lewis

cc: John A. Whitson, ICMA-CM
City Manager
City of Texarkana, Texas

Charles L. Bassett, Jr., C.P.A.
Chief Financial Officer
City of Texarkana, Texas

EXHIBIT D

Lessee's Certificate

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

The undersigned attestor, being the duly elected, qualified and acting _____ of the City Of Texarkana, Texas ("Lessee") do hereby certify, as of April 30, 2015, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt Lease/Purchase Agreement, together with the Property Schedule (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

City Of Texarkana, Texas
<u>Attest By:</u>
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT EBank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City Of Texarkana, Texas
By:
Name:
Title:

EXHIBIT FPayment of Proceeds Instructions

Key Government Finance, Inc.
 1000 South McCaslin Blvd.
 Superior, CO 80027

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _KeyBanc Capital Markets Escrow_

By check _____

By wire transfer _X_

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:

Insurance Carrier: (Name) _____
 (Address) _____
 (Address) _____
 (Contact Name) _____
 (Contact Phone) _____
 (Contact Fax) _____

FROM:

Customer/Lessee: City Of Texarkana, Texas
 220 Texas Blvd
 Texarkana, Texas 75501
 Contact Name: Charles Bassett, Jr.
 Contact Phone: 903-798-3923

City Of Texarkana, Texas is in the process of financing Cisco Networking with Key Government Finance, Inc.

City Of Texarkana, Texas requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. *Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will **NOT** be accepted and will delay funding.*

- ☐ 1. Please **EMAIL or FAX** this completed information to:
 Key Government Finance, Inc.
 Kim Bush, Account Manager
 Phone Number: (720) 304-1419
 Email to kim.l.bush@key.com
- ☐ 2. Please **MAIL** a Certificate of Insurance to:
 Key Government Finance, Inc.
 Attn: Collateral Services
 11030 Circle Point Rd., 2nd Floor
 Westminster, CO 80020
- ☐ 3. Please **CONTACT** the Account Manager:
 ✓ When sending this Certificate.
 ✓ If this cannot be completed today.
 ✓ If you have any questions.

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

_____ I agree that my lease is subject to sales/use tax.

 X I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.

_____ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.

_____ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.

_____ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? _____

Additional comments:

Lessee: City Of Texarkana, Texas
By: _____
Name: _____
Title: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Texarkana, Texas	
Address (Street & number, P.O. Box or Route number) PO Box 1967	Phone (Area code and number) 903-798-3900
City, State, ZIP code Texarkana, Texas 75504	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: Key Government Finance Inc.

Street address: 11030 Circle Point Rd, 2nd floor City, State, ZIP code: Westminster, CO 80020

Description of items to be purchased or on the attached order or invoice:

Electronic data equipment

Purchaser claims this exemption for the following reason:

Government Entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
	<i>Sharon Moore</i>	Purchasing Manager	5/20/2015

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

City Of Texarkana, Texas

BILL TO ADDRESS:

220 TEXAS BOULEVARD
TEXARKANA, TX 75501

BILLING CONTACT:

First, M.I. and Last Name: Brenda Williams
Title: Accounting Technician - Accounts Payable
Phone Number: 903-798-3906
Fax Number: 903-798-3933

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ☒ NO ☐
Purchase Order Number:

FEDERAL TAX ID NUMBER: 75-6000689

EQUIPMENT LOCATION (If different from Billing Address):

TEXARKANA WATER UTILITIES - IT DEPARTMENT
2411 Summerhill Rd
Texarkana, TX 75501

ADDITIONAL INFORMATION NEEDED ON INVOICE:

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of April 30, 2015 and entered into among Key Government Finance, Inc. ("Lessor"), City Of Texarkana, Texas ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Tax-Exempt Lease/Purchase Agreement, dated as of April 30, 2015 and Property Schedule thereunder (the "Lease"), whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Agreement.

C. Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. **Appointment of Escrow Agent.** Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. **Acquisition Fund.** There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City Of Texarkana, Texas Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) **Deposit in Acquisition Fund.** There shall be deposited in the Acquisition Fund the sum of \$93,515.86. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) **Disbursements from Acquisition Fund.** Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturers Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien holder.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement

SnapOut TELP-Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. **Waiver.** Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. **Exhibits.** All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. **Applicable Law.** This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. **Successors and Assigns.** This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. **Severability.** In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. **Waiver of Jury Trials.** Unless prohibited by law, Lessee, Lessor and Escrow Agent hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Escrow Agreement or the actions of Lessor, Lessee or Escrow Agent in the negotiation, administration, performance or enforcement hereof.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.

City Of Texarkana, Texas

By: _____
Authorized Officer

By: _____
Authorized Office

Title:

Title:

Address: 1000 S McCaslin Blvd
Superior, Colorado 80027

Address: 220 Texas Blvd
Texarkana, Texas 75501

KeyBank National Association

By: _____
Authorized Office

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule # 2

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Kim Bush
(720) 304-1419

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of April 30, 2015, among City Of Texarkana, Texas (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:

- (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
- (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
- (c) insurance requirements of the Lease have been complied with and such coverage is in force;
- (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
- (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City Of Texarkana, Texas

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease:

Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

Attachment: Exhibit B - Key Govt Fin Lease-Cisco Switches (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

Date: _____

Form **8038-GC**(Rev. January 2012)
Department of the Treasury
Internal Revenue Service**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name CITY OF TEXARKANA, TEXAS		2 Issuer's employer identification number (EIN) 75 6000689	
3 Number and street (or P.O. box if mail is not delivered to street address) 220 TEXAS BLVD		Room/suite	
4 City, town, or post office, state, and ZIP code TEXARKANA TX 75501		5 Report number (For IRS Use Only) 	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Charles L. Bassett, Jr CFO		7 Telephone number of officer or legal representative 903.798-3923	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name: _____	
13 Vendor's or bank's employer identification number: _____	

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if
self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.

Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues.

For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:

Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

RESOLUTION NO. 2015-058

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE AGREEMENT WITH KEY GOVERNMENT FINANCE, INC., OF SUPERIOR, COLORADO FOR CISCO SYSTEMS COMPUTER NETWORK SWITCHING EQUIPMENT AND RELATED COMPUTER HARDWARE, TO BE ACQUIRED THROUGH TEXAS LOCAL GOVERNMENT PURCHASING CONTRACT #331-09 (BUY BOARD) VENDOR AFFILIATE GOVCONNECTION, AT A TOTAL COST OVER A FIVE YEAR PERIOD NOT TO EXCEED NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests replacement of existing outdated Cisco equipment on a five year disciplined technology refresh cycle; and

WHEREAS, utilizing a lease/purchase program to finance the purchase of this equipment will allow immediate replacement of all equipment while remaining within current budget restraints; and

WHEREAS, the lease/purchase of this equipment will replace switches in our computer system that are out of warranty and at the end of their useful lives; and will result in the installation of newer switches which provide the latest in power availability and support functions not available with the current hardware; and the updating of core infrastructure of the City fiber connected sites over the next five (5) years; and

WHEREAS, the purchase of this equipment will be made through a "Buy Board" approved affiliate for Cisco Systems products, a transaction which is exempt from competitive bidding by Chapter 791 of the Texas Government Code; and

WHEREAS, the type and number of network equipment to be lease/purchased is shown on the attached document marked as Exhibit "A"; and

WHEREAS, the City of Texarkana, Texas, has received a proposed lease/purchase agreement from Key Government Finance, Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, the lease/purchase agreement from Key Government Finance Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, over a five (5) year period, will be at an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED THREE AND 17/100 DOLLARS (\$18,703.17) per year for a total cost not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86); and

WHEREAS, the funds for the first year payment have been appropriated in the City's Technology Fund, account 115-0000-55820; and funds for future payments are anticipated to be appropriated in the same fund.

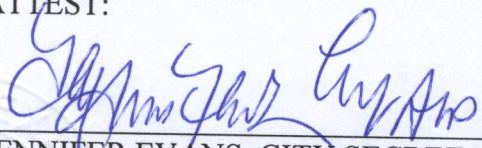
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

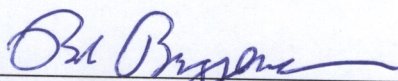
SECTION 1: That the City Manager be and is hereby authorized to execute a Lease/Purchase Agreement with Key Government Finance Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, over a five (5) year period, that will be at an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED THREE AND 17/100 DOLLARS (\$18,703.17) per year for a total cost not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86).

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

PASSED AND APPROVED in Regular Council Session on this the **22nd** day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

CITY OF TEXARKANA, TX

REQUEST FOR COUNCIL ACTION

AGENDA TITLE:

AGENDA DATE:

ITEM#:

DEPARTMENT: City of Texarkana, TX

DATE SUBMITTED: May 29, 2015

PREPARED BY:

SUBJECT: Texas Administration recommends acceptance and approval of a five year, zero percent interest, lease purchase contract with Cisco Systems through one of its financial affiliates (Key Government Finance) for acquisition of computer network switching equipment and related computer hardware at a first year cost of \$18,703.17 and a five year total cost to Texarkana, Texas of \$93,515.85.

EXHIBITS: Lease Purchase Proposal

APPROVAL:

EXPENSE REQUIRED: \$18,703.17 (this fiscal year)

AMOUNT BUDGETED: \$18,703.17 (this fiscal year)

APPROPRIATION REQUIRED: None

SUMMARY: The IT infrastructure switches utilized in our computer network are out of warranty and are at the end of their useful life. Newer switches provide the latest in power availability and support functions not available with the current hardware. Texas Administration is recommending a lease/purchase for network switch replacement. This lease/purchase will be made through a "Buy Board" approved affiliate for Cisco Systems products. The type and number of network equipment to be purchased is shown on the attached proposal. All terms of the lease purchase agreement appear to be in compliance with Texas statute.

The IT Division of TWU proposes replacing existing outdated Cisco equipment while staying within budget constraints by continuing to utilize a leasing program that keeps the City of Texarkana, TX on a disciplined technology refresh cycle. This investment is expected to cover the core infrastructure of the city fiber connected sites over the next 5 years.

This equipment is being purchased through the Texas Local Government Purchasing Coop Contract # 331-09 (Buy Board). Purchases made through "Buy Board" are exempt from competitive bidding in Texas by Chapter 791 of the Texas Government Code although this

purchase does not exceed Texas biddable limits in any year.

The total purchase cost is \$93,515.85 and an exact purchase breakout of Texarkana, Texas costs are as follows:

<u>Year</u>	<u>Total</u>
1	\$18,703.17
2	\$18,703.17
3	\$18,703.17
4	\$18,703.17
5	\$18,703.18
Totals	\$93,515.86

Funds for this item were budgeted in the Texas Technology Fund. City staff recommends approval.

COUNCIL ACTION:



ORDERING INFORMATION

GovConnection, Inc.

Please contact your account manager with any questions.

Ordering Address
GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Remittance Address
GovConnection, Inc.
Box 536477
Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
CEC:	80-068888K
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quota Number in your order.

If you require a hard copy invoice for your credit card order, please visit the link below and click on the

Proof of Purchase/Invoice link on the left side of the page to print one:

<https://www.govconnection.com/web/shopping/ProofOfPurchase.htm>

Please forward your Contract or Purchase Order to:
SLEDOPS@GovConnection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



we solve IT™

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: Jerald Nine III
Phone: 800-800-0019 ext. 34008
Fax: (603) 683-1523
Email: jnine@govconnection.com

23823845.03
PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING
Date: 3/2/2015
Valid Through: 4/1/2015
Account #: 885794

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Kevin Davenport
Email: kevin@txkusa.org

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO: AB#: 885794 CITY OF TEXARKANA TEXAS ACCOUNTS PAYABLE PO BOX 1967 TEXARKANA, TX 75504 (903) 798-3800	SHIP TO: AB#: 12735695 CITY OF TEXARKANA 2411 SUMMERHILL RD CIS/SUMMERHILL RD ANNEX TEXARKANA, TX 75501 (903) 792-8855
---	---

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	401.00 lbs	NET 30	

Important Notice: — THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	6	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 5,785.06	\$ 34,710.36
2	15	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 3,208.52	\$ 48,127.80
3	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco	\$ 819.66	\$ 819.66
4	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco	\$ 537.02	\$ 537.02
5	1	14708587	WS-C4500X-16SFP+	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco	\$ 9,044.45	\$ 9,044.45
6	1	15643306	CON-SNT-WSC16SF X	Acad. SMARTnet 8x5 Next Business Day for Catalyst 4500X Cisco/Service	Cisco/Service	\$ 4,578.76	\$ 4,578.76
7	1	17982864	C4KX-PWR-750AC-R	Cat 4500X 750W AC PS Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
8	1	17925114	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC Front To Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
9	3	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 3,391.68
10	5	16630883	C3650-STACK-KIT=	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco	\$ 932.72	\$ 4,663.60
11	1			Trade in credits Cisco	Cisco	\$ (14,618.59)	\$ (14,618.59)
						Subtotal	\$ 93,515.86
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 0.00
						Total	\$ 93,515.86

Tax-Exempt Lease/Purchase Agreement, Dated April 30, 2015

Accepted by Lessor:
Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027
By:
Name:
Title:

Agreed to by Lessee:
City Of Texarkana, Texas 220 Texas Blvd Texarkana, Texas 75501
By:
Name:
Title:

AGREEMENT: Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all the Property described in Property Schedule incorporated herein by reference, upon the terms and conditions set forth herein and as supplemented by the terms and conditions set forth in the Property Schedule. This Tax-Exempt Lease / Purchase Agreement together with the Property Schedule shall be defined as the Agreement.

LEASE TERM: The Lease Term of the Property listed in the Property Schedule shall begin upon the commencement date, as noted in the Property Schedule to Tax-Exempt Lease/Purchase Agreement, and continue for the time period set forth in the Property Schedule. This Agreement cannot be canceled or terminated by Lessee except as expressly provided herein. This Agreement is a triple net lease.

LEASE PAYMENTS: Lessee shall pay rent to Lessor for the Property in the amounts, and on the dates specified, in the Property Schedule. Lessor and Lessee intend that the obligation of Lessee to pay Lease Payments hereunder shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

NO OFFSET: SUBJECT TO THE RIGHT TO NON-APPROPRIATE, THE OBLIGATIONS OF LESSEE TO PAY THE LEASE PAYMENTS DUE UNDER THE PROPERTY SCHEDULE AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN THIS AGREEMENT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR. Lessee shall pay when due all taxes and governmental charges assessed or levied against or with respect to the Property.

LATE CHARGES: Should Lessee fail to duly pay any part of any Lease Payment or other sum to be paid to Lessor under this Agreement on the date on which such amount is due hereunder, then Lessee shall pay late charges on such delinquent payment from the due date thereof until paid at the rate of 12% per annum or the highest rate permitted by law, whichever is less.

MAINTENANCE OF PROPERTY: At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, maintain, preserve, and keep the Property in good working order, and condition, and from time to time make or cause to be made all necessary and proper repairs, replacements, and renewals to the Property, which shall become part of the Property. The Property is and will remain personal property.

INSURANCE OF PROPERTY: All risk of loss to the Property shall be borne by the Lessee. At all times during the Lease Term, Lessee shall, at Lessee's own cost and expense, cause casualty, public liability, and property damage insurance to be carried and maintained (or shall provide Lessor with a certificate stating that adequate self-insurance has been provided) with respect to the Property, sufficient to protect the full replacement value of the Property and to protect from liability in all events for which insurance is customarily available. Lessee shall furnish to Lessor certificates evidencing such coverage throughout the Lease Term. Any insurance policy to be carried and maintained pursuant to this Agreement shall be so written or endorsed as to make losses, if any, payable to Lessee and Lessor as their respective interests may appear. All such liability insurance shall name Lessor as an additional insured. Each insurance policy carried and maintained pursuant to this Agreement shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially or adversely to the interest of the Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such change of status.

QUIET ENJOYMENT AND TERMINATION OF LESSOR'S INTEREST: To secure Lessee's obligations hereunder, Lessor is granted a security interest in the Property, including substitutions, repairs, replacements and renewals, and the proceeds thereof, which is a first lien thereon. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest. Provided there does not exist an Event of Default as defined herein, the Lessee shall have the right of quiet enjoyment of the Property throughout the Lease Term. Unless otherwise required by law, title to the Property shall be in the name of Lessee, subject to Lessor's interest hereunder.

OPTION TO PURCHASE: If Lessee shall have performed all of its obligations and no default shall have occurred and be continuing under this Agreement, and this Agreement shall not have been earlier terminated with respect to the Property, then, at the end of the Lease Term with respect to any item of Property, Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to this Property Schedule and to terminate any restrictions herein on the Property under this Property Schedule on the last day of the Lease Term for this Property Schedule, if this Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for this Property Schedule. Upon exercise of the purchase option as set forth in this Option to Purchase section and payment of the purchase price under this Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to this Property Schedule to Lessee, whereupon Lessor's interest in such Property shall terminate.

TAX EXEMPTION: The parties contemplate that interest payable under this Agreement will be excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The tax-exempt status of this Agreement provides the inducement for the Lessor to offer financing at the interest rate set forth herein. Therefore, should this Agreement be deemed by any taxing authority not to be exempt from taxation, Lessee agrees that the interest rate shall be adjusted, as of the date of loss of tax exemption, to an interest rate calculated to provide Lessor or its assignee an after tax yield equivalent to the tax exempt rate and Lessor shall notify Lessee of the taxable rate. Provided, however, that the provision of the preceding sentence shall apply only upon a final determination that the interest payments are not excludable from gross income under Section 103(a) of the Code, and shall not apply if the determination is based upon the individual tax circumstances of the Lessor, or a finding that the party seeking to exclude such payments from gross income is not the owner and holder of the obligation under the Code.

REPRESENTATIONS AND WARRANTIES OF LESSEE: Lessee hereby represents and warrants to Lessor that: (a) Lessee is a State, possession of the United States, the District of Columbia, or political subdivision thereof as defined in Section 103 of the Code and Treasury Regulations and Rulings related thereto. If

SnapOut TELP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

Lessee is incorporated, it is duly organized and existing under the Constitution and laws of its jurisdiction of incorporation and will do or cause to be done all things necessary to preserve and keep such organization and existence in full force and effect. (b) Lessee has been duly authorized by the Constitution and laws of the applicable jurisdiction and by a resolution of its governing body (which resolution, if requested by Lessor, is attached hereto), to execute and deliver this Agreement and to carry out its obligations hereunder. (c) All legal requirements have been met, and procedures have been followed, including public bidding, in order to ensure the enforceability of this Agreement. (d) The Property will be used by Lessee only for essential governmental or proprietary functions of Lessee consistent with the scope of Lessee's authority and will not be used in a trade or business of any person or entity, by the federal government or for any personal, family or household use. Lessee's need for the Property is not expected to diminish during the term of the Agreement. (e) Lessee has funds available to pay Lease Payments until the end of its current appropriation period, and it intends to request funds to make Lease Payments in each appropriation period, from now until the end of the term of this Agreement. (f) The Lessee shall comply at all times with all applicable requirements of the Code, including but not limited to the registration and reporting requirements of Section 149, to maintain the federal tax-exempt status of the Agreement. The Lessee shall maintain a system with respect to this Agreement, which tracks the name, and ownership interest of each assignee who has both the responsibility for administration of, and ownership interest in this Agreement. (g) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior written notice to Lessor.

INDEMNIFICATION OF LESSOR: To the extent permitted by law, Lessee shall indemnify and save Lessor harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (a) the use, maintenance, condition or management of, the Property by Lessee, (b) any breach or default on the part of Lessee in the performance of any of its obligations under this Agreement or any other agreement made and entered in connection with the lease of the Property, (c) any act of negligence of Lessee, or its successors or assigns, or any of its agents, contractors, servants, employees, or licensees with respect to the Property, (d) the acquisition, delivery, and acceptance of the Property, (e) the actions of any other party including, but not limited to, the ownership, operation, or use of the Property by Lessee, or (f) Lessor's exercise and performance of its powers and duties hereunder. No indemnification will be made for negligence or breach of duty under this Agreement by Lessor, its directors, officers, agents, employees, successors, or assignees. Lessee's obligations under this Section shall remain valid and binding notwithstanding termination or assignment of this Agreement.

NONAPPROPRIATION: If sufficient funds are not appropriated to make Lease Payments under this Agreement, this Agreement shall terminate and Lessee shall not be obligated to make Lease Payments under this Agreement beyond the then current fiscal year for which funds have been appropriated. Upon such an event, Lessee shall, no later than the end of the fiscal year for which Lease Payments have been appropriated, deliver possession of the Property to Lessor. If Lessee fails to deliver possession of the Property to Lessor, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Lease Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Lease Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

ASSIGNMENT BY LESSEE: Without Lessor's prior written consent, Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of the Property, this Agreement or any interest therein.

ASSIGNMENT BY LESSOR: Lessor may assign, sell or encumber all or any part of this Agreement, the Lease Payments and any other rights or interests of Lessor hereunder. Such assignees may include trust agents for the benefit of holders of certificates of participation.

EVENTS OF DEFAULT: Lessee shall be in default under this Agreement upon the occurrence of any of the following events or conditions ("Events of Default"), unless such Event of Default shall have been specifically waived by Lessor in writing: (a) Default by Lessee in payment of any Lease Payment or any other indebtedness or obligation now or hereafter owed by Lessee to Lessor under this Agreement or in the performance of any obligation, covenant or liability contained in this Agreement and the continuance of such default for ten (10) consecutive days after written notice thereof by Lessor to Lessee, or (b) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished, or (c) actual or attempted sale, lease or encumbrance of any of the Property, or the making of any levy, seizure or attachment thereof or thereon, or (d) dissolution, termination of existence, discontinuance of the Lessee, insolvency, business failure, failure to pay debts as they mature, or appointment of a receiver of any part of the property of, or assignment for the benefit of creditors by the Lessee, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against the Lessee.

REMEDIES OF LESSOR: Upon the occurrence of any Event of Default and at any time thereafter, Lessor may, without any further notice, exercise one or more of the following remedies as Lessor in its sole discretion shall elect: (a) terminate the Agreement and all of Lessee's rights hereunder as to any or all items of Property; (b) proceed by appropriate court action to personally, or by its agents, take possession from Lessee of any or all items of Property wherever found and for this purpose enter upon Lessee's premises where any item of Property is located and remove such item of Property free from all claims of any nature whatsoever by Lessee and Lessor may thereafter dispose of the Property; provided, however, that any proceeds from the disposition of the Property in excess of the sum required to (i) pay to Lessor an amount equal to the total unpaid principal component of Lease Payments under the Property Schedule, including principal component not otherwise due until future fiscal years, (ii) pay any other amounts then due under the Property Schedule and this Agreement, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property and the Event of Default (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto, and further provided that no deficiency shall be allowed against Lessee; (c) proceed by appropriate court action or actions to enforce performance by Lessee of its obligations hereunder or to recover damages for the breach hereof or pursue any other remedy available to Lessor at law or in equity or otherwise; (d) declare all unpaid Lease Payments and other sums payable hereunder during the current fiscal year of the Lease Term to be immediately due and payable without any presentment, demand or protest and / or take any and all actions to which Lessor shall be entitled under applicable law. No right or remedy herein conferred upon or reserved to Lessor is exclusive of any right or remedy herein or at law or in equity or otherwise provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be enforced concurrently therewith or from time to time. Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Unless prohibited by law, Lessee and Lessor hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement.

NOTICES: All notices, and other communications provided for herein shall be deemed given when delivered or mailed by certified mail, postage prepaid, addressed to Lessor or Lessee at their respective addresses set forth herein or such other addresses as either of the parties hereto may designate in writing to the other from time to time for such purpose.

AMENDMENTS AND WAIVERS: This Agreement and the Property Schedule executed by Lessor and Lessee constitute the entire agreement between Lessor and Lessee with respect to the Property and this Agreement may not be amended except in writing signed by both parties.

CONSTRUCTION: This Agreement shall be governed by and construed in accordance with the laws of the Lessee's State. Titles of sections of this Agreement are for convenience only and shall not define or limit the terms or provisions hereof. Time is of the essence under this Agreement. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns. This Agreement may be simultaneously executed in counterparts, each shall be an original with all being the same instrument.

SnapOut TELP-Appropriation

KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Property Schedule to Tax-Exempt Lease/Purchase Agreement

This **Property Schedule** is entered into pursuant to Tax-Exempt Lease/Purchase Agreement dated as of April 30, 2015 between Lessor and Lessee.

1. Interpretation. The terms and conditions of the Tax-Exempt Lease/Purchase Agreement (the "Agreement") are incorporated herein.
2. Property Description. The Property subject to this Property Schedule is described in Exhibit A, attached hereto.
3. Commencement Date. The Commencement Date for this Property Schedule is April 30, 2015.
4. Term and Payments. Lease Term and Lease Payments are per the table below. If the Payment Due Dates are not defined, they shall be defined as the 30th day of each annual period in the table below commencing with the Acceptance Date as stated in the Certificate of Acceptance, attached as Exhibit B, hereto. If the parties enter into an escrow agreement for the acquisition of the Property, then the escrow agreement shall be attached hereto. In lieu of the Acceptance Date for commencement of Lease Payments, the date of deposit of the Property Cost into the escrow by Lessor shall be used. Lessee shall have the option to prepay the Lease Payments due under this Property Schedule by paying the Concluding Balance shown in the table below, plus any other amounts due and owing at the time of prepayment, subject to per diem adjustment.
5. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by May 30, 2015.
6. Property Cost. The total acquisition cost of the Property is \$93,515.86.
7. Opinion of Counsel. Lessee has provided the opinion of its legal counsel substantially in the form as attached as Exhibit C, hereto.
8. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit D.
9. Effective Interest Rate. 3.340%.

The financing table below is net of the special financing promotion payment from Cisco Systems, Inc./Vendor, in the amount of \$6,665.05. This payment will be made by Cisco/Vendor to Lessor. Lessee is responsible for any and all taxes associated with this initial payment.

Payment No.	Due Date	Cisco/Vendor Payment	Rental Payment	Principal	Interest	Termination Amount
1	30-Apr-2015	\$6,665.05	\$0.00	\$6,665.05	\$0.00	\$89,456.33
2	30-Jul-2015	0.00	18,703.17	17,975.89	919.00	70,941.16
3	30-Jul-2016	0.00	18,703.17	16,367.01	2,336.16	54,083.14
4	30-Jul-2017	0.00	18,703.17	16,922.16	1,781.01	36,653.31
5	30-Jul-2018	0.00	18,703.17	17,496.14	1,207.03	18,632.28
6	30-Jul-2019	0.00	18,703.17	18,089.59	613.58	0.00

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives.

Lessor: Key Government Finance, Inc.
By: _____
Name: _____
Title: _____

Lessee: City Of Texarkana, Texas
By: _____
Name: _____
Title: _____

Attest By: _____
Name: _____
Title: _____

SnapOut TELP-Appropriation

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT A

Property Description

Equipment as described in GovConnection, Inc. Quote No. 23823845.02, dated 2/27/2015 (inserted below), referred to and incorporated herein by this reference.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.
1	6	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco
2	15	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco
3	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco
4	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco
5	1	14708587	WS-C4500X-16SFP+	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco
6	1	15643308	CON-SNT-WSC16SF X	Acad. SMARTnet 8x5 Next Business Day for Catalyst 4500X Cisco/Service	Cisco/Service
7	1	17982864	C4KX-PWR-750AC-R	Cat 4500X 750W AC PS Cisco	Cisco
8	1	17925114	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC Front To Back Cooling Cisco	Cisco
9	3	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco
10	5	16630883	C3650-STACK-KIT =	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco
11	1			Trade in credits Cisco	Cisco

SnapOut TELP-Appropriation

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT B
Certificate of Acceptance to Tax-Exempt Lease/Purchase Agreement

This **Certificate of Acceptance** is pursuant to Tax-Exempt Lease/Purchase Agreement dated as of April 30, 2015 and the related Property Schedule, between Lessor and Lessee (the "Agreement").

1. Property Acceptance. Lessee hereby certifies and represents to Lessor that the Property referenced in the Agreement has been acquired, made, delivered, installed and accepted as of the date indicated below. Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes. Lessee will immediately begin making Lease Payments in accordance with the times and amounts specified herein. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE.

IN WITNESS WHEREOF, Lessee has caused this Certificate of Acceptance to be executed by their duly authorized representative.

Acceptance Date:
Lessee: City Of Texarkana, Texas
By:
Name:
Title:

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KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)



ATCHLEY RUSSELL WALDROP & HLAVINKA, L.L.P.

ATTORNEYS AT LAW

1710 MOORES LANE, TEXARKANA, TEXAS 75503

TEL 903-792-8246 FAX 903-792-5801 WWW.ARWHLAW.COM

Jeffery C. Lewis

jlewis@arwhlaw.com

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization
Licensed in Texas and Arkansas

April 30, 2015

Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, Colorado 80027

PARTNERS

Victor Hlavinka

J. Dennis Chambers

Alan D. Harrel

Louise Tausch

Board Certified,
Labor and Employment Law
Texas Board of Legal Specialization

Jeffery C. Lewis

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization

Jo Thomason

Board Certified,
Commercial Real Estate Law
Texas Board of Legal Specialization

Brandon Cogburn

ASSOCIATE

Hailee A. Amox

OF COUNSEL

Charles J. Hlavinka

Stephen Oden

Otto Atchley (1904-1989)

Norman Russell (1915-1996)

Howard Waldrop (1930-2005)

Re: Tax-Exempt Lease/Purchase Agreement and Property
Schedule dated as of April 30, 2015, between City Of
Texarkana, Texas and Key Government Finance, Inc.

To whom it may concern:

I am the City Attorney for the City of Texarkana, Texas. In connection with the above-referenced Lease/Purchase Agreement, I have examined the law and such certified proceedings and other papers as necessary to render the following opinion. As to questions of fact material to this opinion, I have relied upon the representations contained in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation.

Based upon the foregoing, I provide the following opinions:

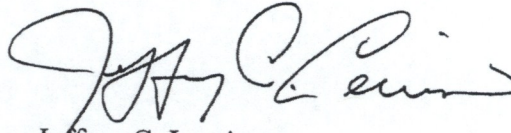
1. The City of Texarkana, Texas, is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. The City of Texarkana Texas, has all requisite power and authority to enter into the Agreement and to perform its obligations thereunder, subject to the laws and constitution of the State of Texas and the City Charter of the City of Texarkana, Texas.

Key Government Finance, Inc.
April 30, 2015

Page 2

3. All proceedings of the City of Texarkana, Texas, and its governing body relating to the authorization and approval of the Agreement, the execution thereof and the transactions contemplated thereby, have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
4. The Agreement has been duly executed and constitutes a legal, valid and binding obligation of the City of Texarkana, Texas, except insofar as the enforcement thereof may be limited by state or federal law and by any applicable non-appropriation, bankruptcy, insolvency, moratorium, reorganization or other laws or equitable principles of general application, or of application to municipalities or political subdivisions such as the City of Texarkana, Texas, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.
5. As of the date hereof, based on such inquiry and investigation as I have deemed sufficient, no litigation is pending (or, to my knowledge, threatened) against the City of Texarkana, Texas in any court (a) seeking to restrain or enjoin the delivery of the Agreement; (b) questioning the authority of the City of Texarkana, Texas to execute the Agreement or the validity of the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

With regards,



Jeffery C. Lewis

cc: John A. Whitson, ICMA-CM
City Manager
City of Texarkana, Texas

Charles L. Bassett, Jr., C.P.A.
Chief Financial Officer
City of Texarkana, Texas

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT D

Lessee's Certificate

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

The undersigned attestor, being the duly elected, qualified and acting _____ of the City Of Texarkana, Texas ("Lessee") do hereby certify, as of April 30, 2015, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held _____ by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Tax-Exempt Lease/Purchase Agreement, together with the Property Schedule (the "Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
And/ Or		

2. The above-named representative of the Lessee held at the time of such authorization and holds at the present time the office set forth above.

3. The meeting(s) of the governing body of the Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Agreement and authorizing the execution thereof has not been altered or rescinded. All meetings of the governing body of Lessee relating to the authorization and delivery of the Agreement have been: (a) held within the geographic boundaries of the Lessee; (b) open to the public, allowing all people to attend; (c) conducted in accordance with internal procedures of the governing body; and (d) conducted in accordance with the charter of the Lessee, if any, and the laws of the State.

4. No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Agreement) exists at the date hereof with respect to this Agreement.

5. The acquisition of all of the Property under the Agreement has been duly authorized by the governing body of Lessee.

6. Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rental Payments scheduled to come due during the current budget year under the Agreement and to meet its other obligations for the current budget year and such funds have not been expended for other purposes.

7. As of the date hereof, no litigation is pending, (or, to my knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Agreement or of other agreements similar to the Agreement; (b) questioning the authority of Lessee to execute the Agreement, or the validity of the Agreement, or the payment of principal of or interest on, the Agreement; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Agreement; or (d) affecting the provisions made for the payment of or security for the Agreement.

City Of Texarkana, Texas
Attest By:
Title:
SOMEONE OTHER THAN THE EXECUTING OFFICIAL(S) SHOWN ABOVE MUST SIGN HERE.

EXHIBIT E

Bank Qualification Certificate

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

Lessee hereby designates this Property Schedule as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. Lessee reasonably anticipates issuing tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds and including all tax-exempt obligations of subordinate entities of the Lessee) during the calendar year in which the Commencement Date of this Property Schedule falls, in an amount not exceeding \$10,000,000.00.

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

Lessee reasonably anticipates issuing more than \$10,000,000.00 in tax-exempt obligations in the calendar year of the Commencement Date as defined in the Property Schedule.

****Note: ONE of the boxes above MUST be checked.**

Lessee: City Of Texarkana, Texas
By:
Name:
Title:

SnapOut TELP-Appropriation

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT F

Payment of Proceeds Instructions

Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027

Re: Tax-Exempt Lease/Purchase Agreement and Property Schedule dated as of April 30, 2015, between City Of Texarkana, Texas and Key Government Finance, Inc.

Ladies and Gentlemen:

The undersigned, an Authorized Representative of the Lessee hereby requests and authorizes Lessor to disburse the net proceeds of the Property Schedule as follows:

Name of Payee: _KeyBanc Capital Markets Escrow_

By check _____ By wire transfer __X__

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

****Please fill out this form and fax it to your insurance company****

Request for Certificate of Insurance

TO:
Insurance Carrier: (Name) _____

 (Address) _____

 (Address) _____

 (Contact Name) _____

 (Contact Phone) _____

 (Contact Fax) _____

FROM:
Customer/Lessee: City Of Texarkana, Texas
 220 Texas Blvd
 Texarkana, Texas 75501
 Contact Name: Charles Bassett, Jr.
 Contact Phone: 903-798-3923

City Of Texarkana, Texas is in the process of financing Cisco Networking with Key Government Finance, Inc.

City Of Texarkana, Texas requests that Key Government Finance, Inc. be listed as "Key Government Finance, Inc., their successors and assigns" and that it be named ADDITIONAL INSURED as to liability coverage and LOSS PAYEE as to property coverage. A copy of said certificate should be forwarded to Key Government Finance, Inc. as described below.

NOTE: Coverage is to include:

- (1) insurance against all risks of physical loss or damage to the Equipment;
- (2) commercial general liability insurance (including blanket contractual liability coverage and products liability coverage) for personal and bodily injury and property damage of not less than \$1,000,000; and
- (3) if applicable, automobile liability coverage of not less than \$3,000,000.

Key Government Finance, Inc. is to receive **30 days** prior written notice of cancellation or material change in coverage. *Qualifying language such as "endeavor to provide"; "but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representative" or the like will NOT be accepted and will delay funding.*

- ☐ 1. Please **EMAIL or FAX** this completed information to:
Key Government Finance, Inc.
Kim Bush, Account Manager
Phone Number: (720) 304-1419
Email to kim.l.bush@key.com
- ☐ 2. Please **MAIL** a Certificate of Insurance to:
Key Government Finance, Inc.
Attn: Collateral Services
11030 Circle Point Rd., 2nd Floor
Westminster, CO 80020
- ☐ 3. Please **CONTACT** the Account Manager:
 - ✓ When sending this Certificate.
 - ✓ If this cannot be completed today.
 - ✓ If you have any questions.

SnapOut TELP-Appropriation
KEYCORP CONFIDENTIAL - This is counterpart # _____ of _____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

Notification of Tax Treatment

Key Government Finance, Inc. is required to collect and remit sales/use tax in the taxing jurisdiction where your equipment will be located. In the event we do not receive a valid sales tax exemption certificate prior to the date your lease commences, you will be charged sales/use tax.

Personal property tax returns will be filed as required by local law. In the event that any tax abatements or special exemptions are available on the equipment you will be leasing from us, please notify us as soon as possible and forward the related documentation to us. This will ensure that your leased equipment will be reported correctly.

Please indicate below if you feel that your lease is subject to tax or whether a valid exemption exists.

- ☐ I agree that my lease is subject to sales/use tax.
- ☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.
- ☐ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.
- ☐ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- ☐ I have a valid abatement or property tax exemption (documentation attached).

If applicable to the tax rates in your state, are you outside the city limits or in an unincorporated area? ☐

Additional comments:

Lessee: City Of Texarkana, Texas
By:
Name:
Title:

01-339 (Back)
(Rev. 12-02/4)

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency City of Texarkana, Texas	
Address (Street & number, P.O. Box or Route number) PO Box 1967	Phone (Area code and number) 903-798-3900
City, State, ZIP code Texarkana, Texas 75504	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: **Key Government Finance Inc.**

Street address: **11030 Circle Point Rd, 2nd floor** City, State, ZIP code: **Westminster, CO 80020**

Description of items to be purchased or on the attached order or invoice:

Electronic data equipment

Purchaser claims this exemption for the following reason:

Government Entity

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here	Purchaser	Title	Date
	<i>Sharon Moore</i>	Purchasing Manager	5/20/2015

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

INVOICE INSTRUCTIONS

(The information you provide enables us to invoice you correctly.)

City Of Texarkana, Texas

BILL TO ADDRESS:

220 TEXAS BOULEVARD
TEXARKANA, TX 75501

BILLING CONTACT:

First, M.I. and Last Name: Brenda Williams
Title: Accounting Technician - Accounts Payable
Phone Number: 903-798-3906
Fax Number: 903-798-3933

PURCHASE ORDER NUMBER:

Invoices require purchase order numbers: YES ☒ NO ☐
Purchase Order Number:

FEDERAL TAX ID NUMBER: 75-6000689

EQUIPMENT LOCATION (If different from Billing Address):

TEXARKANA WATER UTILITIES - IT DEPARTMENT
2411 Summerhill Rd
Texarkana, TX 75501

ADDITIONAL INFORMATION NEEDED ON INVOICE:

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KEYCORP CONFIDENTIAL - This is counterpart # ____ of ____ manually executed counterparts. Only counterpart # 1 constitutes chattel paper

ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of April 30, 2015 and entered into among Key Government Finance, Inc. ("Lessor"), City Of Texarkana, Texas ("Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Tax-Exempt Lease/Purchase Agreement, dated as of April 30, 2015 and Property Schedule thereunder (the "Lease"), whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

B. Lessor and Lessee intend to cause or have caused certain funds to be deposited with Escrow Agent to pay for costs of the Property, and Escrow Agent has agreed to disburse said funds in accordance with the terms and conditions of this Agreement.

C. Each of the parties has authority to enter into this Agreement and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto.

NOW, THEREFORE, the parties agree as follows:

1. Appointment of Escrow Agent. Lessor, Lessee and Escrow Agent agree that Escrow Agent shall act as sole Escrow Agent under the Lease and this Escrow Agreement, in accordance with the terms and conditions set forth in this Escrow Agreement. The Escrow Agent, in its capacity as escrow agent hereunder, shall not be deemed to be a party to the Lease, and this Escrow Agreement shall be deemed to constitute the entire agreement regarding the Acquisition Fund (as hereinafter defined) among Lessor, Lessee and Escrow Agent.

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent an escrow fund designated as the "City Of Texarkana, Texas Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent for Lessee and Lessor in accordance with this Escrow Agreement, subject to Lessor's rights under this Section 2 and Section 3 hereof.

The moneys and investments held by Escrow Agent under this Agreement are irrevocably held for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessee hereby grants to Lessor a security interest in the Acquisition Fund to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

(a) Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$93,515.86. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

(b) Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. In no event, shall Lessee submit more than six (6) requisitions in any month. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

- (i) Manufacturers Certificate of Origin.
- (ii) Motor vehicle paperwork appropriate to state of registration, noting Key Government Finance, Inc. as lien holder.
- (iii) Insurance certificate naming Key Government Finance, Inc., its successors and assigns as sole loss payee and additional insured for the specified equipment.

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

3. Termination of Escrow.

(a) Acquisition of Property. Upon the final acceptance of the Property by Lessee, as evidenced by execution by Lessee of a final acceptance certification pursuant to the Lease and delivered to Escrow Agent, and the payment of all costs related thereto (i) any retainage shall be disbursed as directed by Lessee, and (ii) any amounts remaining in the Acquisition Fund (including the earnings from investments thereof) shall be transferred to Lessee and be applied toward reimbursement of Lessee for funds advanced for the Property. To the extent that additional moneys in excess of those needed to reimburse Lessee for the acquisition of the Property exist in the Acquisition Fund, such amounts shall be paid to Lessor and applied first to the next payment due on the Lease and then applied to prepayment of the principal component of installment payments and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(b) Eighteen Months. This Escrow Agreement shall terminate eighteen (18) months from the date of this Escrow Agreement. It may, however, be extended by mutual consent of the Lessee and Lessor in writing to the Escrow Agent either in advance of the termination or retroactively. Any money remaining in the Acquisition Fund at the time of termination under this subsection (b) shall be transferred to Lessor and shall be applied first to the next payment due under the Lease, and then, if there are amounts remaining, applied to the prepayment of the Lease being applied to principal and Lessor shall recalculate the lease payment schedule for the remaining term such that the remaining lease payments shall be level. Lessee shall be deemed to have accepted all Property paid for from the Acquisition Fund at the time of termination under this subsection (b). Upon disbursement of all sums in the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

(c) Event of Default; Nonappropriation. Upon receipt of written notice from Lessor of an event of default by Lessee under the Lease or an event of nonappropriation, if provided for under the Lease, Escrow Agent shall disburse the funds in the Acquisition Fund to Lessor for application in accordance with the Lease. Upon such payments from the Acquisition Fund, this Escrow Agreement shall terminate, provided that the indemnifications by Lessee shall survive the termination of this Escrow Agreement.

4. Investment of Acquisition Fund. Monies held by Escrow Agent hereunder shall be invested and reinvested by Escrow Agent upon written instructions from Lessee in an investment which is a permitted investment for Lessee under the laws of the state in which Lessee is organized. Escrow Agent shall have no responsibility for advising Lessee or Lessor as to the permissibility of any investment of monies in the Acquisition Fund. If Escrow Agent does not receive a written direction from Lessee as to the investment or reinvestment of monies in the Acquisition Fund, Escrow Agent may hold such monies uninvested until such direction is received. Escrow Agent shall have no responsibility for any losses suffered from any investment of monies on deposit in the Acquisition Fund authorized by Lessee.

5. Amendment and Modification. This Escrow Agreement may not be amended, modified, altered, supplemented or waived except by a written instrument executed by Lessor, Lessee and Escrow Agent.

6. Regarding the Escrow Agent.

(a) Duties of Escrow Agent. Escrow Agent undertakes to perform only such duties as are specifically set forth in this Escrow Agreement. Escrow Agent shall be under no implied obligation or subject to any implied liability hereunder. Escrow Agent shall incur no liability whatsoever except for its gross negligence or willful misconduct so long as it is acting in good faith. Escrow Agent shall not be required to take notice of any of the provisions of the Lease or any document or instrument executed in connection therewith, except as expressly set forth in this Escrow Agreement. The permissive right of the Escrow Agent to do things enumerated in this Escrow Agreement shall not be construed as a duty.

(b) Escrow Agent Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity of any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

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(c) Counsel and Fees; Reliance upon Counsel. If Escrow Agent believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection herewith, or in case the Escrow Agent becomes involved in litigation on account of acting hereunder, then, in either case, its cost, expenses and reasonable attorneys fees shall be paid by Lessee. Escrow Agent's right to receive its attorneys' fees and expenses shall survive the termination of this Escrow Agreement. If Escrow Agent consults with counsel, Escrow Agent may act, in good faith, in reliance upon the advice of counsel concerning its duties in connection herewith or in acting hereunder.

(d) No Obligation to Take Legal Action. Escrow Agent shall not be under any obligation to take any legal action in connection with this Escrow Agreement or for its enforcement, or to appear, prosecute or defend any action or legal proceeding which, in its opinion, would or might involve it in any costs, expense, loss or liability, or to otherwise expend or risk its own funds or incur any financial liability in the performance of this Escrow Agreement, unless and as often required by it, it shall be furnished with security and indemnity satisfactory against all such costs, expenses, losses or liabilities. If any controversy arises between the parties hereto or with any third person, the Escrow Agent shall not be required to resolve the same or to take any action to do so (other than to use its best efforts to give notice of such controversy to Lessor and Lessee) but may, at its discretion, institute such interpleader or other proceedings as it deems proper.

(e) Quarterly Statement. Escrow Agent shall issue a quarterly accounting statement showing receipts to and disbursements from the Acquisition Fund. Such statement shall be mailed to Lessor and Lessee.

(f) Resignation and Termination. Escrow Agent may, upon providing thirty days written notice, resign its position as Escrow Agent and terminate its liabilities and obligations hereunder. In the event Escrow Agent is not notified within thirty days of a successor Escrow Agent, Escrow Agent shall be entitled to transfer all funds to a court of competent jurisdiction with a request to have a successor appointed, at the expense of Lessee. Upon filing such action and delivering such assets, Escrow Agent's obligations and responsibilities shall cease. Lessor and Lessee may jointly terminate Escrow Agent and appoint a successor Escrow Agent by providing 15 days written notice to Escrow Agent.

7. Indemnification. To the extent permitted by law, Lessee hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Agent and its respective successors, assigns, agents, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by or asserted against, Escrow Agent at any time (whether or not also indemnified against the same by Lessee or any other person under any other agreement or instrument, but without double indemnity) in any way relating to or arising out of the execution, delivery and performance of this Escrow Agreement, the establishment hereunder of the Acquisition Fund, the acceptance of the funds and securities deposited therein, the purchase of any securities to be purchased pursuant thereto, the retention of such securities or the proceeds thereof, and any payment, transfer or other application of moneys or securities by Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that Lessee shall not be required to indemnify, protect, save or keep harmless Escrow Agent against Escrow Agent's own gross negligence or willful misconduct or gross negligence or willful misconduct of Escrow Agent's respective successors, assigns, agents and employees or the material breach by Escrow Agent of the terms of this Escrow Agreement. The indemnities contained in this Section shall survive the termination of this Agreement.

8. Notices. Any notices permitted or required under this Escrow Agreement shall be in writing and shall be deemed given upon the date of personal delivery or 48 hours after deposit in the United States mail, certified or registered, postage fully prepaid, return receipt requested, addressed to the addresses set forth on the signature page of this Escrow Agreement. The party to whom notices or copies of notices are to be sent shall have the right at any time and from time to time to change its address for notice or person to receive notice by giving notice in the manner specified in this paragraph.

9. Escrow Agent's Fee. Escrow Agent shall be paid no fee for setting up the escrow. In the event that Escrow Agent is made a party to litigation with respect to the Acquisition Fund, or brings an action in interpleader, or Escrow Agent is required to render any service not provided for in this Escrow Agreement, or there is any assignment of interests in this escrow or any modification hereof, Escrow Agent shall be entitled to reasonable compensation for such extraordinary services and reimbursement by Lessee for all fees, costs, liability and expenses, including attorney fees. Lessee also agrees to pay any investment fees or other charges of Escrow Agent, such as wire transfer charges and disbursement charges and agrees such fees and charges may be deducted by and paid to the Escrow Agent from funds in or to be deposited in the Acquisition investment earnings to be deposited in the Acquisition Fund.

10. Counterparts. This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement

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is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

11. Waiver. Any waiver by any party of any breach of any term or condition of this Escrow Agreement shall not operate as a waiver of any other breach of such term or condition or any other term or condition, nor shall any failure to enforce such provision hereof operate as a waiver of such provision or of any other provision hereof, nor constitute nor be deemed a waiver or release of any other party for anything arising out of, connected with, or based on this Escrow Agreement.

12. Exhibits. All exhibits, schedules and lists attached to this Escrow Agreement or delivered pursuant to this Escrow Agreement shall be deemed a part of this Escrow Agreement and incorporated herein, where applicable, as if fully set forth herein.

13. Applicable Law. This Escrow Agreement shall be governed by the laws of the state in which Lessee is located.

14. Successors and Assigns. This Escrow Agreement shall be binding on and shall inure to the benefit of the parties and their respective successors and assigns. Any corporation or association into which the Escrow Agent may merge, or to which Escrow Agent may sell or transfer its banking business, shall automatically be and become successor Escrow Agent hereunder and vested with all powers as was its predecessor without the execution or filing of any instruments or further act, deed or conveyance on the part of the parties hereto.

15. Severability. In the event any provision of this Escrow Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

16. Waiver of Jury Trials. Unless prohibited by law, Lessee, Lessor and Escrow Agent hereby irrevocably waive all right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Escrow Agreement or the actions of Lessor, Lessee or Escrow Agent in the negotiation, administration, performance or enforcement hereof.

IN WITNESS WHEREOF, Lessor, Lessee and Escrow Agent have caused this Escrow Agreement to be executed by their duly authorized representatives, all as of the date first above written.

Key Government Finance, Inc.	City Of Texarkana, Texas
By: _____	By: _____
Authorized Officer	Authorized Office
Title: _____	Title: _____
Address: 1000 S McCaslin Blvd Superior, Colorado 80027	Address: 220 Texas Blvd Texarkana, Texas 75501

KeyBank National Association

By: _____

Authorized Office

Address: 1000 S. McCaslin Blvd.
Superior, Colorado 80027

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule # 2

C/O Key Government Finance, Inc.
1000 South McCaslin Blvd.
Superior, CO 80027
Attn: Kim Bush
(720) 304-1419

On Behalf of:
KeyBank National Association
127 Public Square
Cleveland OH 44114

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, as Escrow Agent under the Escrow Agreement dated as of April 30, 2015, among City Of Texarkana, Texas (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule 1 attached.

2. The Lessee hereby certifies that:

- (a) each obligation mentioned in Schedule 1 has been properly incurred, is a proper charge against the Acquisition Fund and has not been the basis of any previous disbursement;
- (b) no part of the disbursement requested hereby will be used to pay for materials not yet incorporated into the Property or for services not yet performed in connection therewith;
- (c) insurance requirements of the Lease have been complied with and such coverage is in force;
- (d) as of the date of this Requisition no event of default or event of nonappropriation, if any, as such terms are defined in the Lease between Lessor and Lessee has occurred and is continuing and no event which with notice or lapse of time, or both, has occurred and is continuing which would constitute such event of default or event of nonappropriation; and
- (e) the Property acquired with this disbursement is functionally complete and operationally independent and is hereby accepted. If this is the final requisition, the final acceptance certification required in the Lease is attached hereto.

3. All capitalized terms herein shall have the meanings assigned to them in the Escrow Agreement.

4. The list of equipment, set forth in the equipment/property description to the Lease, shall be deemed amended upon payment of this requisition to include the property set forth in Schedule 1 hereto and any property paid with funds of this requisition.

City Of Texarkana, Texas

By: _____
Name: _____
Title: _____
Date: _____

Approved by Lessor, or in the event Lessor's right, title and interest in the Lease has been assigned, by the current assignee of Lessor's right, title and interest in the Lease:

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Key Government Finance, Inc.

By: _____
Name: _____
Title: _____
Date: _____

[Lessee to attach final acceptance certification if final disbursement request.]

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

Bank Name:
Bank Address:
Bank City, State, Zip:
Bank Phone:
For Account of:
Account No.:
ABA No.:

City Of Texarkana, Texas

By: _____
Name: _____
Title: _____
Date: _____

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Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

Part I Reporting Authority		Check box if Amended Return ☐
1 Issuer's name CITY OF TEXARKANA, TEXAS	2 Issuer's employer identification number (EIN) 75 6000689	
3 Number and street (or P.O. box if mail is not delivered to street address) 220 TEXAS BLVD	Room/suite	
4 City, town, or post office, state, and ZIP code TEXARKANA TX 75501	5 Report number (For IRS Use Only) 75 6000689	
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Charles L. Bassett, Jr CFO	7 Telephone number of officer or legal representative 903.798-3923	

Part II Description of Obligations Check one: a single issue ☒ or a consolidated return ☐	
8a Issue price of obligation(s) (see instructions)	8a
b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ►	
9 Amount of the reported obligation(s) on line 8a that is:	
a For leases for vehicles	9a
b For leases for office equipment	9b
c For leases for real property	9c
d For leases for other (see instructions)	9d
e For bank loans for vehicles	9e
f For bank loans for office equipment	9f
g For bank loans for real property	9g
h For bank loans for other (see instructions)	9h
i Used to refund prior issue(s)	9i
j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	9j
k Other	9k
10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ☐	
11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ☐	
12 Vendor's or bank's name:	
13 Vendor's or bank's employer identification number:	

**Signature
and
Consent**

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

What's New

The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

City of Texarkana, Texas

Version: C

Update Date: 6/4/2015 3:37 PM

Briefing Sheet

Lead Department: Police **Action Officer:** Michael Henry, Captain
Resolution No. 2015-059 approving the application for the Edward Byrne
Justice Assistance Grant providing a total grant in the amount of TWENTY-
NINE THOUSAND SIX HUNDRED EIGHT and NO/100 DOLLARS
(\$29,608.00), where the City of Texarkana, Texas will receive SIXTEEN
THOUSAND TWO HUNDRED EIGHTY-FOUR and NO/100 DOLLARS
(\$16,284.00) and Bowie County, Texas will receive THIRTEEN THOUSAND
Subject: THREE HUNDRED TWENTY-FOUR and NO/100 DOLLARS (\$13,324.00).

	Public	Second	Council
Briefing: <u>6/8/2015</u>	Hearing: 6/8/2015	Briefing:	Vote: <u>6/8/2015</u>

Item ScheduleSchedule 3: No briefing required (one week)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

For consideration is the 2015 Regular Local Solicitation for the Edward Byrne Justice Assistance Grant (JAG). The JAG is a pre-determined allocation, which based upon the amount, is shared with the Bowie County Sheriff's Office as a result of the city's federal designation as a disparate jurisdiction. The total funding for this round is \$29,608.00, which will be shared with BCSO. TTPD plans to utilize their portion of the funds (\$16,284.00) to procure four different items. First is a canine bite suit, which is utilized in the ongoing training of the Department's two patrol canines. Second is the purchase of two night vision scopes to increase the capabilities of the Department's SWAT team. Third is an instant armor tactical blanket, which is used in active shooter and/or hostage/barricade situations. Last will be six crime scene photography barriers which are intended to shield crime scenes from unauthorized individuals while the scene is being photographed.

Potential Options:

- None
-

Fiscal Implications:

The City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program.

Staff Recommendation:

Approval of the application is recommended.

Advisory Board/Committee Review:

NONE

City of Texarkana, Texas

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. RES 2015-059 Police JAG Grant (DOCX)
- b. Goals & Perspectives RES 2015-059 (DOCX)
- c. 2015 JAG Program Narrative (PDF)
- d. 2015 JAG Budget Narrative (PDF)
- e. Reso. 2015-059 signed (PDF)

Staff Coordination

Police	Dan Shiner	Department Head Review	Completed	
	06/01/2015 12:50 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	06/01/2015
4:57 PM				
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	06/02/2015 8:55 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	06/02/2015 9:54 AM			
City Manager	John Whitson	City Manager Review	Completed	06/04/2015
3:38 PM				
City Council	Jennifer Evans	Meeting	Completed	06/08/2015
6:00 PM				

Meeting History

RESOLUTION NO. 2015-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROVIDING A TOTAL GRANT IN THE AMOUNT OF TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00), WHERE THE CITY OF TEXARKANA, TEXAS WILL RECEIVE SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$16,284.00) AND BOWIE COUNTY, TEXAS WILL RECEIVE THIRTEEN THOUSAND THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$13,324.00); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2015 Edward Byrne Memorial Justice Assistance Grant in the amount of TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00) to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2017, subject to compliance with those conditions and limitations set out in the grant document attachments; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to enhance the Department's police canine training, increase the capabilities of our tactical response, and provide security of crime scenes; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00)** to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United

States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00)** to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas will receive **SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$16,284.00)** and Bowie County, Texas will receive **THIRTEEN THOUSAND THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$13,324.00)**.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

**2015 Justice Assistance Grant
City of Texarkana, Texas
Bowie County, Texas
2015-H2852-TX-DJ**

PROGRAM NARRATIVE

The City of Texarkana, Texas Police Department is submitting an application for the FY2015 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be used for the following purpose:

The **Texarkana, Texas Police Department** plans to upgrade its capabilities in three different areas. First, the Department plans to enhance its training capabilities of our patrol canines by purchasing a new bite suit. The canine bite suit is used to protect the human decoy during live action police canine training involving human apprehension. The Department's current suit is many years old and fails to protect the decoy from injury. Second, the Department plans to improve its tactical response capabilities. The purchase of night vision scopes for our SWAT sniper rifles will allow response in low light situations. The tactical blanket is used to shield officers during active shooter and/ or hostage/barricade incidents. The Department's current blanket is over five years old and has reached its end of life. The final purchase will be six crime scene photography barriers. These barriers will be used to shield the view of the crime scene from unauthorized individuals while the scene is being processed and photographed.

There is no local funding neither budgeted nor anticipated for these acquisitions. The police canine bite suit has an estimated cost of \$1,439.00. The night vision scopes are estimated at \$5,100.00 and the tactical blanket at \$8,745.00. The photography barriers are estimated at \$1,000.00. The Department estimates the total cost of this project to be \$16,284.00.

The **Bowie County Sheriff's Office** is still in the planning stage for its 2015 JAG fund expenditures.

The anticipated total for their project is \$13,324.00.

Each agency and its respective governing bodies have agreed to disperse the \$29,608.00 in JAG funding based on a percentage formula for their project needs. The money spent will be for law enforcement purposes only. It is anticipated that the projects will commence upon receipt of the funding, beginning in October, 2015 and project that the funds will be spent within a two-year period after they are received. However, the equipment purchased with the funding will continue to be utilized for the four-year grant reporting period (and longer) for this allocation. Each agency believes the acquisition of the equipment will benefit each of our local governments and citizenry by helping stabilize budgets, minimize and/or avoid reduction in essential services and counterproductive local tax increases, improve communication inoperability with public safety

entities, reduce or prevent interruption of emergency public safety services in times of emergencies, improve crime detection and apprehension of criminals, as well as increase officer safety.

PERFORMANCE MEASURES:

The Texarkana Police Department expects the equipment to enhance its canine training program, improve its ability in tactical response situations, as well as safeguard crime scenes during the evidence collection and preservation process. The Bowie County Sheriff's Office expects that their project will increase their operational efficiency and effectiveness.

Performance Indicator	Performance Measures	Target
Amount of funds expended on equipment and/or supplies	Amount of funds expended to purchase equipment and/or supplies during the reporting period	100 %
Types of equipment and/or supplies purchased with JAG funds	Indicate the types of equipment and/or supplies purchased with JAG funds during the reporting period	• Police Canine Bite Suits • Night Vision Rifle Scopes • Tactical Blanket • Crime Scene Photography Barriers
Performance Indicator	Performance Measures	Target
Number of units to directly benefit from equipment and/or supplies purchased with JAG funds	A. Number of organizational units to directly benefit from equipment purchased during the reporting period. Divided by B. Number of organizational units that requested award to purchase equipment during reporting period For percentage	100 %
Percentage of criminal justice staff who reported improved efficiency in their job performance or supplies purchased by JAG funds.	A. Number of staff who reported improved efficiency in their job performance during the reporting period. Divided by B. Number of staff receiving equipment For percentage	100 %
Percentage of criminal justice staff who reported increase in program quality as a result in the purchase of equipment or supplies by JAG funds.	A. Number of staff who reported an increase in program quality during the reporting period. Divided by B. Number of staff receiving equipment For percentage	100 %

**2015 Justice Assistance Grant
City of Texarkana, Texas
2015-H2852-TX-DJ**

BUDGET NARRATIVE

City of Texarkana, Texas

Under the Safety and Security project, the JAG funds will be used to purchase one police canine bite suit, two rifle night vision scopes, one tactical blanket and six photography barriers. The cost to purchase the bite suit is estimated to be \$1,439.00. The estimated cost of the night vision scopes is \$5,100.00. The tactical blanket is estimated \$8,745.00 and the photography barriers are estimated at \$1000.00.

The total cost of the project will be \$16,284.00.

Bowie County, Texas

The Bowie County Sheriff's Office project is still in the planning stages.

The total cost of the project will be \$13,324.00.

RESOLUTION NO. 2015-059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROVIDING A TOTAL GRANT IN THE AMOUNT OF TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00), WHERE THE CITY OF TEXARKANA, TEXAS WILL RECEIVE SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$16,284.00) AND BOWIE COUNTY, TEXAS WILL RECEIVE THIRTEEN THOUSAND THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$13,324.00); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2015 Edward Byrne Memorial Justice Assistance Grant in the amount of TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00) to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2017, subject to compliance with those conditions and limitations set out in the grant document attachments; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to enhance the Department's police canine training, increase the capabilities of our tactical response, and provide security of crime scenes; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above-recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00)** to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

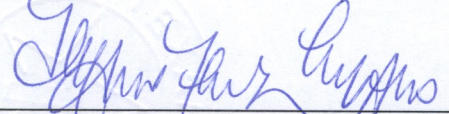
SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United

States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **TWENTY-NINE THOUSAND SIX HUNDRED EIGHT AND NO/100 DOLLARS (\$29,608.00)** to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas will receive **SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND NO/100 DOLLARS (\$16,284.00)** and Bowie County, Texas will receive **THIRTEEN THOUSAND THREE HUNDRED TWENTY-FOUR AND NO/100 DOLLARS (\$13,324.00)**.

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

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:34 p.m.

City of Texarkana, Texas

Version: D

Update Date: 6/11/2015 2:27 PM

Briefing Sheet

Lead Department: Information Technology **Action Officer:** Kevin Davenport, Supervisor
Resolution No. 2015-060 authorizing the City Manager to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems Network Equipment and related computer hardware from the Government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

Subject: **Public** **Second** **Council**
Briefing: 6/22/2015 **Hearing:** 6/8/2015 **Briefing:** **Vote:** 6/22/2015

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Consider a resolution authorizing the City Manager to purchase computer network switching equipment and related computer hardware from Cisco Systems through the Buy Board, using the vendor affiliate GovConnection of Merrimack, NH, in an amount not to exceed \$161,374.01 with the Texarkana, Texas Water Utilities portion being \$99,777.55.

The Information Technology (IT) infrastructure switches in the Texarkana Water Utilities (TWU) computer network are out of warranty and are at the end of their useful life. Newer switches provide the latest in power availability and support functions not available with the current switches. TWU is recommending a purchase for network switch replacement. This purchase will be made through the Buy Board using an approved affiliate for Cisco Systems products. The type and number of switch equipment is shown on the attached proposal. All terms of the purchase agreement appear to be in compliance with Texas statute.

The IT Division of TWU budgets and requests a replacement of existing outdated Cisco equipment on a five year disciplined technology refresh cycle. This investment is expected to cover the Utility core infrastructure and both city data centers over the next five years.

If approved, this equipment will be purchased through the National Local Government Purchasing Coop (Buy Board) Contract # 409-12.

The Buy Board is a local government purchasing cooperative administered by the Texas Association of School Boards.

City of Texarkana, Texas

We have purchased from the Buy Board on previous occasions. Purchase from the Buy Board meets all bidding requirements. This price includes the Buy Board applicable fees

Potential Options:

- “None”

Fiscal Implications:

Funds are available; this project was budgeted in the Utility’s 2014-2015 Technology Fund.

Staff Recommendation:

Texarkana Water Utilities staff recommends approval of the purchase in an amount not to exceed \$ 161,374.01 with the Texarkana, Texas Water Utilities portion being \$99,777.55.

Advisory Board/Committee Review:

“NONE”

Board/Committee Recommendation:

“NOT APPLICABLE”

Advisory Board/Committee Meeting Date and Minutes:

“NOT APPLICABLE”

Attachments

- a. Resolution No. 2015-060 Purchase Agreement with GovConnection, Inc. (DOCX)
- b. TWU - GCI Quote#23798608_02 (PDF)
- c. Goals & Perspectives (DOCX)
- d. 2015-060 RES signed (PDF)

Staff Coordination

Information Technology	Bobby Bean	Department Head Review	
Completed	06/02/2015 4:43 PM		
Water Utilities	Bill King	Water Utilities Review	Completed
	06/02/2015 4:50 PM		
Water Utilities	Jim Cornelius	Review	Completed 06/02/2015
5:06 PM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
	06/02/2015 6:48 PM		
City Manager	John Whitson	City Manager Review	Completed 06/04/2015
3:40 PM			
City Council	Jennifer Evans	Meeting	Completed 06/08/2015
6:00 PM			

Meeting History

RESOLUTION NO. 2015-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION OF MERRIMACK, NEW HAMPSHIRE FOR THE PURCHASE OF CISCO SYSTEMS NETWORK EQUIPMENT AND RELATED COMPUTER HARDWARE FROM THE GOVERNMENT BUY BOARD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) WITH THE TEXARKANA, TEXAS WATER UTILITIES PORTION IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, staff for Texarkana Water Utilities has indicated a need to replace outdated and out of warranty networking equipment and related hardware in their operations; and

WHEREAS, staff, through the City's Interlocal Agreement with the Texas Local Government Purchasing Cooperative (Ord. #242-2002), which authorizes purchases from the web-based cooperative purchasing program known as "Buy Board", has determined that GovConnection of Merrimack, New Hampshire can provide a cost efficient price for the desired Cisco Systems computer networking equipment and related hardware in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); and

WHEREAS, the funds were budgeted in the Texarkana Water Utilities 2014-2015 Technology Fund.

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

SECTION 1: That the City Manager be and is hereby authorized to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems network equipment and related computer hardware through the government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

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

PASSED AND APPROVED in Regular Council Session on this the 22nd day of June, 2015.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: Jerald Nine III
Phone: 800-800-0019 ext. 34008
Fax: (603) 683-1523
Email: jnine@govconnection.com

23798608.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/6/2015
Valid Through: 7/8/2015
Account #: 885794

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Kevin Davenport
Email: kevind@txkusa.org

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 2743591 TEXARKANA WATER UTILITIES ACCOUNTS PAYABLE PO BOX 2008 TEXARKANA, TX 75504 (903) 798-3800	AB#: 13419428 Texarkana Water Utilities Kevin Davenport Filter Plant 2700 New Boston Rd SOUTH TEXARKANA, TX 75501 (903) 792-8855

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	448.00 lbs	NET 30	

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: www.govconnection.com, or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	4	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 5,785.06	\$ 23,140.24
2	10	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 3,208.52	\$ 32,085.20
3	2	15599239	WS-C4500X-24X-E S	CTO Catalyst 4500-X 24-Port 10G Enterprise Service w / Dual Power Supply Cisco	Cisco	\$ 13,566.67	\$ 27,133.34
4	2		CON-SNT-WSC24EX X	SMARTNET 8X5XNBD Catalyst 4500-X 24 Port 10G Ent. Service 60 months Cisco	Cisco	\$ 9,666.26	\$ 19,332.52
5	2	16126046	C4KX-PWR-750AC-R	Govt. Catalyst 4500X 750W AC front to back cooling power supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
6	2	16126071	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC front to back cooling 2nd PWR supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
7	1	14708587	WS-C4500X-16SFP +	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco	\$ 9,044.45	\$ 9,044.45
8	1	15449302	CON-SNT-WSC16SF X	US Only SMARTnet 8x5 Next Business Day for 4500X 60 months Cisco/Service	Cisco/Service	\$ 4,578.76	\$ 4,578.76
9	2	16126046	C4KX-PWR-750AC-R	Govt. Catalyst 4500X 750W AC front to back cooling power supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
10	1	12573869	WS-C3560CG-8PC-S	Catalyst 3560C Switch (8) GE PoE (2) Dual Uplink IP Base Cisco	Cisco	\$ 1,014.68	\$ 1,014.68
11	2	12363124	WS-C4507R+E	Catalyst 4500E 7-Slot Cisco	Cisco	\$ 3,954.13	\$ 7,908.26
12	2	14780968	CON-SNT-C4507R+E	US Only SMARTnet 8x5 Next Business Day 60 months Cisco/Service	Cisco/Service	\$ 11,145.87	\$ 22,291.74
13	2	17799656	WS-X45-SUP8-E	Govt. Catalyst 4500 E-Series Supervisor 8-E Cisco	Cisco	\$ 11,302.74	\$ 22,605.48
14	2	17801031	PWR-C45-1000AC	Govt. Catalyst 4500 1000W AC Power Supply (Data Only) Cisco	Cisco	\$ 562.46	\$ 1,124.92
15	4	16630883	C3650-STACK-KIT =	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco	\$ 932.72	\$ 3,730.88

Attachment: TWU - GCI Quote#23798608_02 (1321 : 2015-060 ORD Purchase Agreement with GovConnection, Inc)



we solve IT™

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

Account Executive: Jerald Nine III
Phone: 800-800-0019 ext. 34008
Fax: (603) 683-1523
Email: jnine@govconnection.com

Account Manager:
Phone:
Fax:
Email:

23798608.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	448.00 lbs	NET 30	

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* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
16	1	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
17	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco	\$ 819.66	\$ 819.66
18	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco	\$ 537.02	\$ 537.02
19	1			TRADE IN CREDITS Cisco	Cisco	\$ (21,887.06)	\$ (21,887.06)
						Subtotal	\$ 161,374.01
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 0.00
						Total	\$ 161,374.01

Attachment: TWU - GCI Quote#23798608_02 (1321 : 2015-060 ORD Purchase Agreement with GovConnection, Inc)

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: [Select One By Clicking Here](#)

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:

RESOLUTION NO. 2015-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION OF MERRIMACK, NEW HAMPSHIRE FOR THE PURCHASE OF CISCO SYSTEMS NETWORK EQUIPMENT AND RELATED COMPUTER HARDWARE FROM THE GOVERNMENT BUY BOARD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) WITH THE TEXARKANA, TEXAS WATER UTILITIES PORTION IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, staff for Texarkana Water Utilities has indicated a need to replace outdated and out of warranty networking equipment and related hardware in their operations; and

WHEREAS, staff, through the City's Interlocal Agreement with the Texas Local Government Purchasing Cooperative (Ord. #242-2002), which authorizes purchases from the web-based cooperative purchasing program known as "Buy Board", has determined that GovConnection of Merrimack, New Hampshire can provide a cost efficient price for the desired Cisco Systems computer networking equipment and related hardware in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); and

WHEREAS, the funds were budgeted in the Texarkana Water Utilities 2014-2015 Technology Fund.

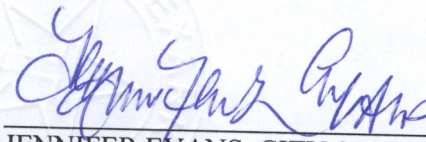
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

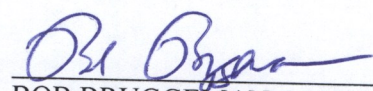
SECTION 1: That the City Manager be and is hereby authorized to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems network equipment and related computer hardware through the government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

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

PASSED AND APPROVED in Regular Council Session on this the 22nd day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

City of Texarkana, Texas

Version: D

Update Date: 6/5/2015 8:07 AM

Briefing Sheet

Lead Department: City Manager **Action Officer:** John Whitson, City Manager
Subject: Resolution No. 2015-056 approving the FY16 Master Fee List and establishing certain new fees.
Briefing: 6/8/2015 **Public Hearing:** 6/8/2015 **Second Briefing:** June 22, 2015 **Council Vote:** 7/13/2015

Item Schedule

Updates/History of Briefing:

The First Briefing was conducted on May 26, 2015. Prior to the briefing and during the council meeting on 26 MAY the city council received significant input from builders, developers, and contractors expressing concern for the FY15 fee increases related to development projects. While staff had not recommended any increases in these development related fees for FY16 the concerned parties did not agree with the increases that were effective with the beginning of FY15. At the 26 MAY council meeting the city council called for a series of workshops for the city council to review the total Master Fee list.

Three workshops were scheduled and advertised for June 2nd, 3rd, and 4th at 5:30 p.m. to be convened at the city hall 2nd floor conference room. The first workshop was well attended and the meeting was conducted in an interactive manner. The Mayor and city council permitted comments by interested parties in a very informal setting. The city council, city staff, and representatives of the public openly exchanged ideas. Of the 335 fees the city council arrived at consensus on 300 of the fees. The city council directed additional research on the development related fees.

Staff reported that the FY15 fees had been recommended based on fully recovering the costs of the Inspections Department from development related fees, thus eliminating taxpayer subsidies of the department. Everyone somewhat agreed with the principles of the objective reserving that taxpayers also benefit from the Inspections Department's work.

During the 3 JUN workshop staff was prepared to address the remaining development fees. The staff recommended a very simplified and affordable set of sign related fees. The representatives of the sign companies was agreeable and city council consensus was in support of the recommended sign fees. The recommended fee schedule for signs includes permits for a basic or simple sign to \$70 and the same sign with electrical power the fee is \$100. Electronic messaging sign fees will be \$125 or \$150 depending on the size of the sign.

The residential building permit fee was debated with everyone participating. The homebuilder's association representatives suggested a very simplified formula for the determining the fee. They suggested that the fee be based on 50¢ per square foot of structure. Staff did not object and the city council members present agreed by consensus. The current recommendation of having all residential building permit fees being based on 50¢ per square foot replaces 14 different fees with this one simplified fee.

City of Texarkana, Texas

Discussions concerning non-residential or commercial building fees continue from the 2 JUN workshop. The city manager presented a sliding scale based fee schedule for consideration. Currently the city uses 11 thresholds of construction value to determine the appropriate fee. After the last threshold a flat rate of 0.18% is applied to all value above one million dollars. The recommendation was to use a decreasing percentage throughout the range of construction values from \$500 to \$25 million.

The basic plan included starting the rate at 1.9% of construction value at a \$500 value. The rate will decrease by 0.001111% for each \$500 construction value through \$499,999 construction value. At \$500,000 the decreasing rate will be 0.000111% for each \$500 construction value through \$1,999,999 of construction value. At \$2 million the decreasing rate will be 0.000011% through \$4,999,999 of construction value. At \$5 million the decreasing rate will be 0.000001% without end in construction value.

The development representatives continued to request lower rates. After more discussion it was agree to implement the full plan over a seven year period. The FY16 rates will be set at 70% of the full rate as determined by the schedule of fees. The rates will be fully implemented as follows:

FY16 = 70%
 FY17 = 75%
 FY18 = 80%
 FY19 = 85%
 FY20 = 90%
 FY21 = 95%
 FY22 = 100%

After discussions of the development fees were finalized the city council quickly reviewed the remaining fees and by consensus agreed with staff's recommendations. The third scheduled workshop was cancelled and the Mayor announced that the Master Fee List would return to the city council agenda with the scheduled public hearing on 8 JUN, 2nd Briefing on 22 JUN and council vote scheduled for 13 JUL.

Executive Summary and Background Information:

The city staff herein presents a proposed Master Fee List for FY16. There are over 350 different fees included in the list. Continued use of an annual Master Fee List enables the city to adjust fees without amending the city code. In an associated action the city council is currently considering a revised City Code wherein, among other revisions, all fee amounts have been removed from the City Code. Where fees have been removed from the City Code there is reference to the City's Master Fee List.

Fees Recommended for Elimination or Reduction:

Street/Alley/Public ROW Abandonment Application Fee: FY15 = \$2,000; FY16 = \$500
 Fire Alarm Residential Permit: FY15 = \$50; FY16 = \$0.00
 First Re-Inspection by the Fire Service: FY15 = \$50; FY16 = \$0.00
 Deposit for Variable Fees (related to plats): FY15 = \$200; FY16 = \$0.00
 Library Canvas Bag: FY15 = \$7.50; FY16 = \$7.00

Fees Recommended for Establishment or Increase:

City of Texarkana, Texas

Daily Special Event Permit: FY15 = \$0.00; FY16 = \$30
 Second and Subsequent Re-Inspection by the Fire Service: FY15 = \$0.00; FY16 = \$100
 Fire Inspection Service Hotel/Motel – Base: FY16 = \$25
 Fire Inspection Service Hotel/Motel – Per Room: FY16 = \$5.00
 Subdivision Plat – Vacated (Base Fee): FY16 = \$100
 Water Service Connection: FY15 = \$10; FY16 = \$15
 Water Meter Disconnect: FY15 = \$10; FY16 = \$15
 Water Service Transfer: FY15 = \$20; FY16 = \$30
 After Hours Service Call to reinstate Water Service: FY15 = \$20; FY16 = \$50
 Non Payment Service Charge (utilities): FY15 = \$20; FY16 = \$35
 Water meter Tampering; FY15 = \$35; FY16 = \$50
 Unauthorized Water Connection Inserted: FY15 = \$35; FY16 = \$100
 Library: Case Replacement: FY15 = \$1; FY16 = \$1 - \$9
 Library: Art Sleeve for Case: FY16 = \$1.00
 Library: Fax Service Sending (International): FY16 = \$5 per page
 Airport Operations, Maintenance and Improvement Fee:
 Residential 1 (less than 6,000 gallons water usage) FY16 = \$1.00
 Residential 2 (6,000 gallons and over water usage) FY16 = \$4.00
 Commercial 1 (less than 4,000 gallons water usage) FY16 = \$5.00
 Commercial 2 (4,000 gallons or more water usage) FY16 = \$10.00

Airport Operations, Maintenance and Improvement Fee:

The Texarkana Regional Airport receives funding from multiple sources including FAA Grants, Airport Fees, and both Texarkana cities. As the Federal Government continues to change its spending posture the FAA funding is often threaten by reduction or elimination. There appears to be a general sentiment that the airport is valuable to the region's economic viability.

Both Texarkana, Arkansas and Texarkana, Texas struggle to provide sufficient funding to keep the airport operating as a regional commercial class airport. Many businesses have stated that the airport is important to their business operations. The airport board has plans for improvements at the airport and will likely receive some significant FAA funding for the improvements. However, the local communities will also have to provide local funds to achieve the improvements. The challenge is to find a new local revenue source and a method to collect or receive the revenue. An Airport Operations, Maintenance and Improvement fee could be established for Texarkana, Texas and the fee could be collected via the monthly utility bills. Tying the fee to water usage could serve to assign the funding to those who may likely be better able to afford the fee. As proposed there are two fees with two tiers each.

The first fee is based on residential water use and the two tiers are \$1.00 per month for usage less than 6,000 gallons. The second tier is \$4.00 per month for usage of 6,000 gallons and greater. The total annual residential fee would be from \$12 to \$48 annually.

The second fee is based on commercial water use and the two tiers are \$5.00 per month for usage less than 4,000 gallons. The second tier is \$10.00 per month for usage of 4,000 gallons and greater. The total annual fee per business would be from \$60 to \$120 annually.

If there is no prohibitive statute in Arkansas the City of Texarkana, Arkansas might could establish the same fees for Texarkana, Arkansas residents and businesses.

City of Texarkana, Texas

In the near future, if the FAA approves funding for a new terminal the local communities will likely have to provide \$5 to \$7 million as matching funds. The local match is significant and likely both cities will need new revenue sources to meet the funding need.

Building Permit Fees:

Some of the development community has stated that the city's current building permit fees are too high, especially compared to other communities where these builders, developers, and real estate professionals conduct business. Prior to adoption of the Master Fee List for FY15 the city had not adjusted development fees in over 20 years.

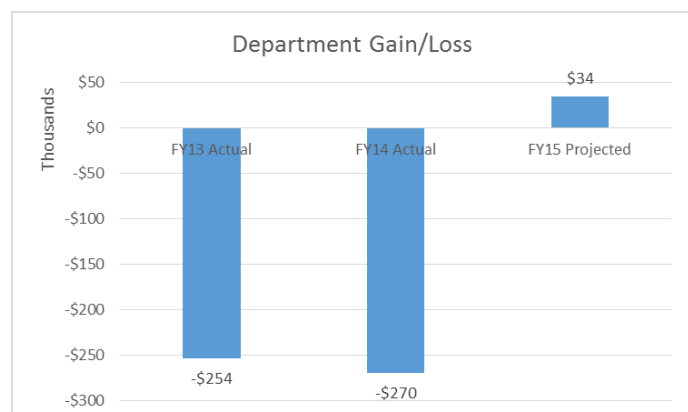
Last year the staff recommended switching the basis for commercial building permit fees from a square footage basis to a construction value basis. At the same time the staff also recommended rates that would produce revenue to recover the cost of operating the Inspections Department. The Inspections Department performs the bulk of the building plan review and most of the inspections services during construction.

Recently the city staff met with a group of representatives of developers, builders, real estate professionals, and commercial property owners. The representatives presented the staff with a list of comparable cities and their building permit charges related to the construction of a \$1 million commercial building. The list placed Texarkana as charging the highest fee at \$9,500 (staff concurs that the \$9,500 is correct). Other cities listed ranged from \$1,059 (Mount Pleasant) to \$5,867 (Dallas) (see ATTH 02 for the complete list).

Subsequently the staff has collected and assembled an expanded list of cities to compare not only the building permit fees but also all fees related to constructing a \$1 million commercial building (see ATTH 03). A total of 33 cities are listed and Texarkana ranks as fourth highest on the list at \$9,500. However, when other permit fees that are required to be paid are included the ranking on the list changes (see ATTH 04). When all related fees are included Texarkana drops from fourth to 21 of 34 cities.

In FY13 the departmental costs exceeded related revenues by \$254,156 and in FY14 the deficit was \$270,070. These deficits represent taxpayer subsidies of the development community.

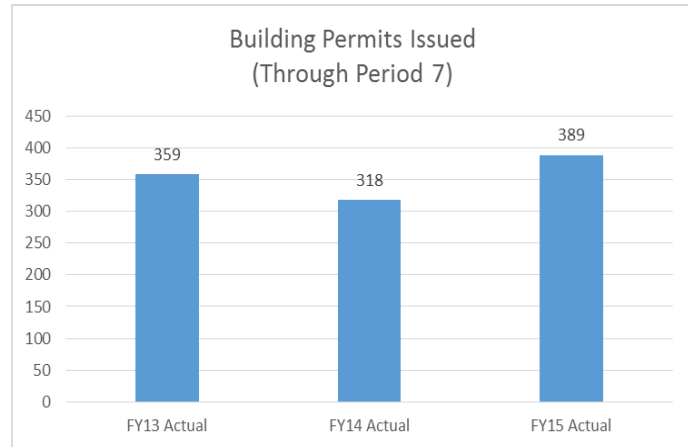
A nation-wide guiding principle for determining user fee rates is that the projected revenues from collection of the fees should cover the costs of the service being provided. The guiding principle therefore attempts to eliminate taxpayer subsidy of the service which is used by those who choose to use the service. These targeted services are unlike municipal services that serve the general public broadly which should likely be paid for by the general public collectively. For FY15 the staff is projecting permit revenues will exceed departmental expenses by \$34,244. (Note: Departmental expenses do not include the cost of vehicles



City of Texarkana, Texas

or vehicle operations or the Fire Department costs associated with Fire Marshal participation in Plan Review and Inspection services.)

Considering all building related permits issued by the department, there is no evidence that the increased permit fees have stymied development. During the first seven months (periods) of FY15 the city has issued 389 building permits which is a 22 percent increase over the same period in FY14 and an eight percent increase over FY13.



Another worthy annual comparison is to look at average workday performance in not only the number of permits issued but also revenue collected, and expenses incurred. Through the first seven periods of the fiscal year the department has issued an average of 5.06 permits daily, a 16 percent increase over the prior year. While expenditures increased 22 percent the increase is attributed to the expanded mission of the department. The city's code enforcement function has been added to this department thus increasing the department's costs.

Through the first seven monthly periods of the fiscal year there has been 144 workdays. In the course of the full year there will be 248 workdays. In FY13 the city issued 634 building permits which dropped to 584 in FY14 but for FY15 the staff projects that 667 building permits will be issued. During FY13 and FY14 the daily average of expenditures exceeding revenue collections was over \$1,000. For FY15, the current fiscal year, the staff expects that average daily revenues will exceed average daily expenditures by \$138 (see ATTH 05 for more details) (Note: The department is also responsible for sign regulation. The sign regulation revenues are not included in this analysis.).

FY13 YTD Period 07 (Actual) - Daily Average at 144 Days

Permits	Number	Revenue	Expenditures	Difference
Building	2.49	\$330.28		
Electrical	1.06	\$51.20		
Plumbing	1.42	\$32.96		
Total	4.97	\$414.44	\$1,535.69	-\$1,121.25

FY14 YTD Period 07 (Actual) - Daily Average at 144 Days

Permits	Number	Revenue	Expenditures	Difference
Building	2.21	\$340.03		
Electrical	1.14	\$48.99		
Plumbing	1.00	\$21.76		
Total	4.35	\$410.78	\$1,560.27	-\$1,149.49

FY15 YTD Period 07 (Actual) - Daily Average at 144 Days

Permits	Number	Revenue	Expenditures	Difference
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City of Texarkana, Texas

Building	2.70	\$1,886.70		
Electrical	1.35	\$106.53		
Plumbing	1.00	\$57.90		
Total	5.06	\$2,051.13	\$1,912.40	\$138.73

The staff recommends that the city council maintain the Inspections Department Fees at the rates currently being charged. As demonstrated in this analysis the city is not the highest in total fees compared to many other Texas cities. Also the permit activity does not indicate any slowdown of development since the higher fees went into effect.

Fire Department Fees:

The staff is recommending that the First Fire Re-Inspection Fee of \$50 be eliminated. It has been found that many findings noted during the periodic fire inspection are caused by landlords versus the tenant business being inspected. Thus the tenant business is subject to paying the \$50 First Re-Inspection fee versus the landlord who was really the party at fault. In order to help the tenant business to ensure the landlord's responsiveness to any findings on the property the staff recommends establishing the Second and Subsequent Re-Inspection fee of \$100. It is expected that findings will be corrected by the appropriate party by the time the First Re-Inspection occurs. But, should all parties fail to comply a higher fee is appropriate and applied to the Second and Subsequent Re-Inspections.

Potential Options:

- Adopt the list as presented
- Deny the list as presented, leaving the FY14 list in force
- Amend the list and adopt the amended list
- Amend the recommended effective date and adopt the list as presented

Fiscal Implications:

Reduction and elimination of fees will likely reduce user fee revenues. The city's total revenues tend to be split somewhat or generally equally between, property taxes, sales taxes, and other taxes, fees, and collections.

Staff Recommendation:

Adopt the Master Fee list as amended in workshops and currently presented

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2015-056 RES Adopting the FY16 Master Fee List (PDF)
- b. 2015-056 Goals & Perspectives (PDF)
- c. 2015-056 ATTH 01 FY16 Master Fee List (PDF)
- d. 2015-056 ATTH 02 Developer Provided Comparison of Fees (PDF)
- e. 2015-056 ATTH 03 BP Based PERMIT FEES IMPACT FOR 1M DOLLAR-COMMERCIAL 2015 (PDF)
- f. 2015-056 ATTH 04 PERMIT FEES IMPACT FOR 1M DOLLAR-COMMERCIAL 2015 (PDF)
- g. 2015-056 ATTH 05 Revenue and Expenses for Inspections Department (PDF)
- h. Reso. 2015-056 signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	05/21/2015 10:00 AM			
Police	Dan Shiner	Review	Completed	05/21/2015
10:12 AM				
Human Resources	Jim Powell	Review	Completed	05/21/2015
10:15 AM				
Building Code Administration	Lynn Henry	Review	Completed	
	05/21/2015 10:18 AM			
City Manager	Pam Burns	Review	Completed	05/21/2015
10:32 AM				
City Manager	Jennifer Evans	Review	Completed	05/21/2015
10:38 AM				
Parks, Recreation & Health	Robby Robertson	Review	Completed	
	05/21/2015 10:40 AM			
Fire Department	Eric Schlotter	Review	Completed	05/21/2015
10:41 AM				
Finance Department	Charlie Bassett	Finance Review	Completed	05/21/2015
11:04 AM				
Public Works Department	Kyle Dooley	Review	Completed	
	05/21/2015 11:12 AM			
Water Utilities	Bill King	Review	Completed	05/21/2015
12:46 PM				
Environmental Services	John Whitson	Review	Skipped	
	05/21/2015 1:33 PM			
Municipal Court	John Whitson	Review	Skipped	05/21/2015
1:33 PM				
Planning and Community Development	David Orr	Review	Completed	
	05/21/2015 1:37 PM			
Assistant City Manager	Shirley Jaster	Assistant City Manager		
Review	Completed	05/21/2015 2:00 PM		
Public Information Officer	Lisa Thompson	PIO Review	Completed	
	05/21/2015 2:02 PM			
City Manager	John Whitson	City Manager Review	Completed	05/21/2015
2:04 PM				

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

05/26/2015

Meeting History

05/26/15 City Council MOVED FORWARD Next: 06/08/15

The City Council requested to have workshop review sessions, with public input, to discuss the master fee list in detail prior to this item advancing towards vote. City Manager Whitson suggested considering the approximate 335 fees on the master fee list in highest-to-lowest order. Council agreed and upcoming workshops will be scheduled.

RESOLUTION NO. 2015 - 056**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE FY16 MASTER FEE LIST INCLUDING ESTABLISHING CERTAIN NEW FEES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Municipal services generally serve the total city population; and

WHEREAS, these general municipal services are expected to be delivered on a scheduled or demand basis but paid for from general funds collected broadly via property taxes or sales taxes; and

WHEREAS, there are a number of municipal serves that are provided on a demand basis or provided to a very restricted segment of the general population; and

WHEREAS, the guiding principle for funding these demand basis services or services targeting a very restricted segment of the population should be paid for by those who receive or request the specific service; and

WHEREAS, user fees are often established by local governments throughout Texas and the nation using the uniform basis of collected revenues offsetting the expenses incurred delivering the service, thus not requiring taxpayer subsidy; and

WHEREAS, Texarkana does provide a number of municipal services that are used by segments of the city and thus lend themselves to being provided subject to the beneficiary paying related user fees; and

WHEREAS, city staff has prepared a list of services that are generally used by the whole collective of the city and therefore should be paid for by those who directly benefit from the service provided.

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

SECTION 1: That the City Council has reviewed the Master List of Fees and has determined that the services listed are used by segments of the city and should appropriately be paid for by the charging and collection of related user fees.

SECTION 2: That the Master Fee List will be reviewed annually and adjustments made to further align the user fee revenues with the costs of providing the designated services or city council directed percentages of the total costs of providing the designated service.

SECTION 3: That this Resolution shall be in full force and effect from and after October 1, 2015.

PASSED AND APPROVED in Regular Council Session on this the **13th** day of **July, 2015**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

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:

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

Once the fee schedule is adopted FY15 fees remain in affect until replaced by the new schedule of fees. No refunds of FY15 Fees are authorized.

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)

Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
1	Extraordinary Event Cost Recovery Fee				An invoice may be sent by the City to any individual, organization or entity to recapture the cost of staff time, materials and supplies, and other costs related to an event, item or activity which is not considered a service provided to the general population in the normal and ordinary course of the City's operation.	All Departments/Offices		
2	Returned Checks	\$30.00	\$30.00	Each check	NSF –Non-Sufficient Funds	All Departments/Offices		
3	Coin Operated Machine Permit	\$15.00	\$15.00	Per Coin Operated Machine	Maximum \$250.00	City Secretary	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
4	Annual Special Event Permit	\$100.00	\$100.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
5	Daily Special Event Permit	\$0.00	\$30.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
6	Transient Dealer Precious Metal Permit	\$250.00	\$250.00	Each	For 30 Days	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
7	Alcoholic Beverage Permit: Beer Off-Premise (BF)	\$60.00	\$60.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
8	Alcoholic Beverage Permit: Wine & Beer Off-Premise (BQ)	\$60.00	\$60.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
9	Alcoholic Beverage Permit: Beer On-Premise (BE)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
10	Alcoholic Beverage Permit: Wine & Beer Retailer (BG)	\$175.00	\$175.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
11	Alcoholic Beverage Permit: Wine & Beer Retailer On-Premise Late Hours (BL)	\$250.00	\$250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
12	Alcoholic Beverage Permit: Brewpub License (BP)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
13	Alcoholic Beverage Permit: Package Store (P)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
14	Alcoholic Beverage Permit: Wine Only Package Store (Q)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
15	Alcoholic Beverage Permit: General Class B Wholesaler (X)	\$300.00	\$300.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
16	Alcoholic Beverage Permit: Importer's License (BI)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
17	Alcoholic Beverage Permit: Importer's Carrier's License (BJ)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
18	Alcoholic Beverage Permit: Beer Manufacturer's License (BA)	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
19	Alcoholic Beverage Permit: Brewer (B)	\$1,500.00	\$1,500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
20	Alcoholic Beverage Permit: Local Distributor (to sell to private clubs) (LP)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
21	Alcoholic Beverage Permit: Branch Distributor (BC)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
22	Alcoholic Beverage Permit: Wholesaler (W)	\$1,875.00	\$1,875.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
23	Alcoholic Beverage Permit: General Distributors (BB)	\$300.00	\$300.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
24	Alcoholic Beverage Permit: Food and Beverage Certificate (FB)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

Once the fee schedule is adopted FY15 fees remain in affect until replaced by the new schedule of fees. No refunds of FY15 Fees are authorized.

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)

Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
25	Alcoholic Beverage Permit: Caterer's Permit (CB)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
26	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - Original	\$3,000.00	\$3,000.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
27	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 1st Renewal	\$2,250.00	\$2,250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
28	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 2nd Renewal	\$1,500.00	\$1,500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
29	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 3rd and all Subsequent Renewals	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
30	Alcoholic Beverage Permit: Public Storage (K)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
31	Alcoholic Beverage Permit: Beverage Cartage (PE)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
32	Alcoholic Beverage Permit: Private Carrier (O)	\$30.00	\$30.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
33	Alcoholic Beverage Permit: Package Store Tasting (PS)	\$25.00	\$25.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
34	Alcoholic Beverage Permit: Mixed Beverage Restaurant (RM)	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal (collect 3rd year and after issuance of license)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
35	Alcoholic Beverage Permit: Mixed Beverage Late Hours (LB)	\$150.00	\$150.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
36	Motor Vehicle Junk Yard or Business Permit	\$50.00	\$50.00	Each	Annual Note: \$1.00 Fee to Replace Lost Permit	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
37	Open Records Information: Copies (letter & legal)	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
38	Open Records Information: Copies over 50 pages	\$0.10	\$0.10	Per Page	Plus Labor charge prorated and overhead charge	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
39	Open Records Information: Copies (Oversize 11" x 17")	\$0.50	\$0.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
40	Open Records Information: Computer	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
41	Open Records Information: Diskette	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
42	Open Records Information: VHS video	\$2.50	\$2.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
43	Open Records Information: Audio Cassette	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
44	Open Records Information: CD	\$1.00	\$1.00	Per clock hour		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
45	Open Records Information: Maps/D Size	\$2.00	\$2.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
46	Open Records Information: Maps/D Size	\$3.00	\$3.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
47	Open Records Information: Maps/E Size	\$3.00	\$3.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
48	Open Records Information: Maps/E Size	\$4.00	\$4.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900

FY16 Master Fee List - Version 2 (following 2nd Workshop)

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
49	Open Records Information: Other				Note: Any other charges for public information not listed will be as defined in Chapter III, Subchapter C of the Texas Administrative Code. When applicable, labor cost will be added to open records requests and will be billed at \$15/hour plus a 20% overhead charge	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
50	Airport Operations, Maintenance and Improvement Fee - Residential 1 *	\$0.00		Monthly	Collected via Utility Statement when water use less than 6,000 gallons (Residential)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
51	Airport Operations, Maintenance and Improvement Fee - Residential 2 *	\$0.00		Monthly	Collected via Utility Statement when water use exceeds 6,000 gallons (Residential)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
52	Airport Operations, Maintenance and Improvement Fee - Commercial 1 *	\$0.00		Monthly	Collected via Utility Statement when water use is less than 4,000 gallons (Commercial)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
53	Airport Operations, Maintenance and Improvement Fee - Commercial 2 *	\$0.00		Monthly	Collected via Utility Statement when water use exceeds 4,000 gallons (Commercial)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
54	Dog & Cat Registration (Unaltered) *	\$30.00	\$30.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
55	Dog & Cat Registration (Altered) *	\$10.00	\$10.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
56	Dog & Cat Late Registration or Fail to Register *	\$15.00	\$15.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
57	Dog & Cat Registration - Replacement Tag *	\$5.00	\$5.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
58	Reclaim Impounded Animal	\$90.00	\$90.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3972
59	Birth Certificates	\$23.00	\$23.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
60	Death Certificates	\$21.00	\$21.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
61	Death Certificates (additional copies)	\$4.00	\$4.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
62	Abstract Poly Envelope	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
63	Long Poly Envelope	\$3.00	\$3.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
64	Mail Request: Shipping & Handling Fee	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
65	Credit/debit card payment	\$2.50	\$2.50	Each Transaction	In Addition to certificate fees	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
66	Garage Sale Permit	\$5.00	\$5.00	Each	3-day/max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
67	Estate Sale	\$20.00	\$20.00	Each	3-days/Max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
68	Itinerate Vendor Permit	\$100.00	\$100.00	Each	\$10.00 each additional permit for same sales group. 1-year permit	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
69	Incident Report Copies	\$5.00	\$5.00	Per Report	Fire Department calls only	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
70	Fire Inspection Service: Nursing Home	\$150.00	\$150.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
71	Fire Inspection Service: Day Care	\$75.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
72	Fire Inspection Service: Group Home	\$75.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
73	Fire Inspection Service: Hospital	\$350.00	\$350.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
74	Fire Inspection Service: Hotel/Motel - Base	\$0.00	\$25.00	Annual Fee	Includes two inspections, performed semi-annually, \$25 base fee plus \$5 per room inspected	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
75	Fire Inspection Service: Hotel/Motel - Per Room	\$0.00	\$5.00	Annual Fee	Includes two inspections, performed semi-annually, \$25 base fee plus \$5 per room inspected	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
76	Fire Inspection Service: First Re-Inspection	\$50.00	\$0.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
77	Fire Inspection Service: 2nd and subsequent re-inspections.	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
78	Fire Inspection Service: After Hours Inspection (Minimum 2 hr.)	\$75.00	\$75.00	Per hour		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
79	Water Fill / Truck Only	\$25.00	\$25.00	Per Order		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
80	Fire Inspection Service: Home Safety Inspection	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
81	Fire Inspection Service: Foster Home Inspection	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
82	Permit: Fire Alarm Commercial	\$100.00	\$100.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
83	False Alarm Fee - Commercial: 4-6 Alarms	\$50.00	\$50.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
84	False Alarm Fee - Commercial: 7 and more	\$75.00	\$75.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
85	Permit: Fire Alarm Residential	\$50.00	\$0.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
86	False Alarm Fee - Residential: 4-6 Alarms	\$35.00	\$35.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
87	False Alarm Fee - Residential: 7 and more	\$45.00	\$45.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
88	Permit: Fixed Fire Extinguishing System	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
89	Permit: Sprinkler/Standpipe	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
90	Permit: Installation/Removal of UST's	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
91	Permit: Open Burning (not recreational)	\$1,000.00	\$1,000.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
92	Permit: Recreational Burning	\$50.00	\$50.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
93	Permit: Fireworks	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
94	Response: Hazardous Materials	110%	110%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
95	Response: Technical Rescue	110%	110%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
96	Inspection Service: Pool (each body of water)	\$100.00	\$100.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
97	Inspection Service: Pool Late Fee (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
98	Inspection Service: Pool 1st Re-inspection (each body of water)	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
99	Inspection Service: Pool Subsequent Re-inspections (each body of water/each additional inspection - incremental increase in fee)	\$100.00	\$100.00	Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
100	Inspection Service: Pool Complaint (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
101	Inspection Service: Pool Reinstatement (each body of water)	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
102	Health Service Inspection: Food Service w/1-5 employees	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
103	Health Service Inspection: Food Service w/6-10 employees	\$300.00	\$300.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
104	Health Service Inspection: Food Service w/11 or more employees	\$325.00	\$325.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
105	Health Service Inspection: Food Service each Public & Private School	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
106	Health Service Inspection: Food Service for each Non-Profit	\$75.00	\$75.00	Annual Fee	Complaint Inspection, reinstatement & re-inspection fees apply	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
107	Health Service Inspection: Day Care Food Service	\$100.00	\$100.00	Annual Fee	Per Day Care	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
108	Health Service Inspection: Day Care Non-Food Service	\$50.00	\$50.00	Annual Fee	Per Day Care	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
109	Health Service Inspection: Foster Home	\$40.00	\$40.00	Bi-annual		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
110	Health Service Inspection: Adoption	\$40.00	\$40.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
111	Health Service Inspection: Temporary Event	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
112	Health Service Inspection: Seasonal Permit	\$100.00	\$100.00	Each	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error.	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
113	Health Service Inspection: Mobile Food Unit	\$200.00	\$200.00	Annual Fee	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error.	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
114	Health Service Inspection: Late fee	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
115	Health Service Inspection: Complaint Inspection	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
116	Health Service Inspection: 1st Re-inspection	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
117	Health Service Inspection: Subsequent Re-inspections			Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
118	Health Service Inspection: Reinstatement	\$150.00	\$150.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
119	Health Service Inspection: Duplicate Permit	\$20.00	\$20.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
120	Copy: Texas Food Establishment Rules (picked up)	\$25.00	\$25.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
121	Copy: Texas Food Establishment Rules (mailed)	\$30.00	\$30.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
122	Immunization: Child Administrative Fee	\$12.00	\$12.00	Per Visit	No Family Maximum - No charge for Texas Medicaid Children	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
123	Immunization: Adult Administrative Fee	\$15.00	\$15.00	Per Visit		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
124	Copy: Shot Record	\$2.00	\$2.00	Each		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
125	Immunization: Private Purchase Flu vaccine	\$20.00	\$20.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250

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126	Immunization: Private Purchase Pneumonia vaccine	\$75.00	\$75.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
127	Health Service: Pregnancy Testing	\$10.00	\$10.00	Limited basis	Further Assistance Available	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
128	Health Service: Tuberculosis Skin Test for Employment	\$15.00	\$15.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
129	Health Service: Health Card Renewal	\$10.00	\$10.00	Per Card		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
130	Health Service: Blood Sugar (Finger Stick)	\$10.00	\$10.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
131	Notary Fee	\$5.00	\$5.00	Per Service		Human Resources Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3917
132	Residential Building Permit (Base) - New Single Family, Duplex Dwelling, or Manufactured Home Up to and including 1,200 Square Feet	\$500.00		Per Dwelling	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
133	Residential Building Permit (Variable) - New Single Family, Duplex Dwelling, or Manufactured Home Over 1,200 Square Feet (Base + Variable)	\$0.25		Per square foot over 1,200 SF	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
134	Residential Building Permit - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) up to and including 400 square feet	\$240.00		Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
135	Residential Building Permit (Base) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) exceeding 400 square feet up to an including 1,200 square feet	\$500.00		Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
136	Residential Building Permit (Variable) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) exceeding 400 square feet up to an including 1,200 square feet (Base + Variable)	\$0.25		Per square foot over 1,200 SF		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
137	Residential Building Permit (Base) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
138	Residential Building Permit (Variable) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$0.25		Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
139	Residential Building Permit (Base) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
140	Residential Building Permit (Variable) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$0.25		Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
141	Residential Building Permit - Alteration, Change Out or Individual Trade	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
142	Residential Building Permit - Electrical or Gas Utility (optional)	\$75.00		Each Trade	Temporary Power or Mechanical	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
143	Residential Building Permit (Base) - Modular Unit & Dwelling Moved On (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
144	Residential Building Permit (Variable) - Modular Unit & Dwelling Moved On (Base + Variable)	\$0.25		Per Square Foot		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
145	Residential Building Permit - Multi-Family Dwelling (units available for individual ownerships)	\$450.00		Per Living Unit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
146	Residential Building Permit		\$0.50	Per Square Foot	1. New SF, DD, MH and MF including units available for individual ownership; 2. Additions including but not limited to: bedrooms, bathrooms, screened porch, sunrooms and etc.; 3. Attached Accessory Structure including but not limited to: deck, garage, open porch and etc... 4. All space measured including heated and unheated space.	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
147	Residential Re-Inspection Fee	\$25.00	\$25.00	All Trades	Does not include "Missed Appointment"	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
148	Non-Residential Building Permit: Cost of Construction up to \$2,500	\$150.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
149	Non-Residential Building Permit: Cost of Construction \$2,501 - \$7,500	\$200.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
150	Non-Residential Building Permit: Cost of Construction \$7,501 - \$15,000	\$300.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
151	Non-Residential Building Permit: Cost of Construction \$15,001 - \$25,000	\$400.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
152	Non-Residential Building Permit: Cost of Construction \$25,001 - \$50,000	\$650.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
153	Non-Residential Building Permit: Cost of Construction \$50,001 - \$100,000	\$1,300.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
154	Non-Residential Building Permit: Cost of Construction \$100,001 - \$200,000	\$2,600.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
155	Non-Residential Building Permit: Cost of Construction \$200,001 - \$350,000	\$4,000.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
156	Non-Residential Building Permit: Cost of Construction \$350,001 - \$500,000	\$5,500.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
157	Non-Residential Building Permit: Cost of Construction \$500,001 - \$750,000	\$7,500.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
158	Non-Residential Building Permit (Base): Cost of Construction \$750,001 - \$1,000,000	\$9,500.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
159	Non-Residential Building Permit (Variable): Cost of Construction over \$1,000,000 (Base + Variable)	0.18%		All Cost over \$1,000,000	\$9,500 + 0.18% (.0018)	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
160	Non-Residential Building Permit		See Last Page	Each	See table and chart at the end of this list	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
161	Application Plan Review Fee: Residential	\$75.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
162	Application Plan Review Fee: Non-Residential	\$300.00	\$300.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
163	Residential: Re-Review Plan or Change	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
164	Non-Residential: Re-Review Plan or Change	\$150.00	\$150.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
165	Non-Residential: Re-Inspection Fee	\$75.00	\$50.00	Each Trade	Increases at \$25 rate per failed inspection, thus increasing to \$75, \$100, \$125 and etc... Does not include "Missed Appointment"	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
166	Inspections Outside City Limits - Inside ETJ	\$150.00	\$150.00	Each	Per Request from owner/contractor	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
167	Residential Irrigation Fee (Permit Only)	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
168	Non-Residential: Irrigation Fee	\$150.00	\$150.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
169	Demolition Permit	\$150.00	\$150.00	Each	Performance Bond/cashiers check Required	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
170	Non-Residential: Temporary Electrical Power	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
171	Work Performed without Permit			Each	Double Fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
172	Record Retrieval	\$60.00	\$60.00	Each Request	Pulling closed files, plans and etc...	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
173	Replacement of Certificate of Occupancy Card	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
174	Re-stamp Previously Approved Plans	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
175	Permit Renewal of Expired Plans	0.25%	0.25%	Each	.25% of original permit fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
176	Failure to Pick-up Permit within 60 days of Approval				Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
177	Refund Fee for Non-expired Permits	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
178	Refund Fee for Expired Permits				Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
179	Weekend/After Office Hours Inspection Fee	\$75.00	\$75.00	Per Hour	Minimum of 3 hours	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
180	Miscellaneous Inspection	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
181	Construction or Work Site Trailer	\$250.00	\$250.00	Per Trailer	Includes piers, tie-downs, steps, decks, electrical, plumbing, and mechanical	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
182	Minimum Inspection Miscellaneous Permit Fee	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
183	Builders & Mechanical Contractors (Plumbing, Electric, HVAC) Registration Fee	\$30.00	\$30.00	One time	Expiration or cancellation of license or insurance re-registration is \$30	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
184	Driveway Permit	\$20.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
185	Swimming Pool Permit	\$125.00	\$125.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
186	Tent Permit	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
187	Sign Permit (Base) up to 30 Square Feet	\$120.00		Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
188	Sign Permit (Variable) over 30 Square Feet	\$4.00		Per Square Foot	Base + Variable (for each SF over 30 SF)	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
189	Sign Permit for basic/simple sign		\$70.00	Each	Simple Sign including but not limited to: Wall Mounted, Free Standing, Monument, or Pole - No electric power	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
190	Sign Permit for sign with electric power		\$100.00	Each	Simple Sign including but not limited to: Wall Mounted, Free Standing, Monument, or Pole with electric power	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
191	Sign Permit for sign with electronic messaging (CVEMS) less than or equal to 50 Square Feet		\$125.00	Each	CVEMS including but not limited to: Wall Mounted, Free Standing, Monument, or Pole	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
192	Sign Permit for sign with electronic messaging (CVEMS) greater than 50 Square Feet		\$150.00	Each	CVEMS including but not limited to: Wall Mounted, Free Standing, Monument, or Pole	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
193	Sign Permit-Banner	\$10.00	\$10.00	Each	or \$100 per year for one banner sign per month	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9312
194	Sign Permit Promotional/Grand Opening	\$75.00	\$75.00	Each	Maximum Promotional 90 days; Grand Opening two weeks	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9313
195	Billboard/Off Premise advertising sign *	\$500.00	\$500.00	Per Year		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
196	Cell Tower Permit	\$650.00	\$650.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
197	Co-location Antenna on Cell Tower Permit	\$100.00	\$100.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
198	Basic Electrical Rough-In or General Repairs Permit (up to 4 circuits)	\$20.00	\$20.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
199	Additional Electrical Rough-In or General Repairs Permit (5 – 16 circuits) (Basic + Additional)	\$2.00	\$2.00	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
200	Additional Electrical Rough-In or General Repairs Permit (More than 16 circuits) (Basic + Additional 1 + Additional 2)	\$1.50	\$1.50	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
201	Restore/Repair Electrical Service Permit (100 amp)	\$17.00	\$17.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
202	Restore/Repair Electrical Service Permit (200 amp)	\$18.50	\$18.50	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
203	Restore/Repair Electrical Service Permit (400 amp)	\$22.50	\$22.50	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
204	Restore/Repair Electrical Service Permit (600 amp)	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
205	Restore/Repair Electrical Service Permit (Greater than 600 amp)	\$35.00	\$35.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
206	Other General Electrical Repair Permit	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
207	Electric Power Permit for Sign	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
208	Placement of Temporary Pole for Electrical Power Permit	\$15.00	\$15.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
209	Appeal Concerning Electrical Code Filing Fee	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
210	Plumbing Permit Water (Installation or Replacement of Fixtures, Water Heater, Foot Spa, and etc.... Including general repair of water system)	\$20.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
211	Plumbing Permit: Sewer Line or Tap	\$20.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
212	Plumbing Permit Gas (Basic) (up to 4 openings)	\$20.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
213	Plumbing Permit Gas (Additional) (Greater than 4 openings) (Basic + Additional)	\$1.00	\$1.00	Each (over 4)		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

Attachment: 2015-056 ATTH 01 FY16 Master Fee List [Revision 1] (1314 : Res. No. 2015-056 Adoption of

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
214	Plumbing Permit Irrigation: PRZ installation	\$10.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
215	Plumbing Permit Irrigation (Basic) (1-5 heads)	\$8.00	\$8.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
216	Plumbing Permit Irrigation (Additional) (More than 5 heads) (Basic + Additional)	\$0.60	\$0.60	Each Additional Head		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
217	Plumbing Permit Miscellaneous (Backflow, Grease Trap, Sand/Oil Separator and etc...)	\$20.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
218	HVAC Permit: Residential Air Installation/Replacement	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
219	HVAC Permit: Commercial Air Installation/Replacement (Basic) (100 Tons or less) (Minimum \$25)	\$1.20	\$1.20	Per Ton		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
220	HVAC Permit: Commercial Air Installation/Replacement (Additional) (over 100 Tons) (Basic + Additional)	\$0.60	\$0.60	Per Ton over 100 Tons		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
221	HVAC Permit: Commercial Heat (33,000 - 165,000 BTU)	\$12.00	\$12.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
222	HVAC Permit: Commercial Heat (165,001 - 330,000 BTU)	\$24.00	\$24.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
223	HVAC Permit: Commercial Heat (330,001 - 1,165,000 BTU)	\$36.00	\$36.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
224	HVAC Permit: Commercial Heat (1,165,001 - 3,300,000 BTU)	\$60.00	\$60.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
225	HVAC Permit: Commercial Heat (over 33,300,000 BTU)	\$84.00	\$84.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
226	Library Membership Texarkana AR/TX Residents	\$0.00	\$0.00	Each		Library	600 West 3 rd Street	903-794-2149
227	Library Membership Non-Texarkana Resident	\$20.00	\$20.00	Annual Fee		Library	600 West 3 rd Street	903-794-2149
228	Library Overdue Fines (Books and Compact Discs)	\$0.25	\$0.25	Per Calendar Day	Up to the cost of the book or compact discs. Return stops the fine accumulation.	Library	600 West 3 rd Street	903-794-2149
229	Library Overdue Fines (Videos, DVD or Playaway)	\$2.00	\$2.00	Per Calendar Day	Until the return, up to the cost of the videos, DVD or Playaway	Library	600 West 3 rd Street	903-794-2149
230	Library card replacement	\$1.00	\$1.00	Per Replacement	Lost unexpired library card	Library	600 West 3 rd Street	903-794-2149
231	Library: Ear buds	\$1.00	\$1.00	Per Set		Library	600 West 3 rd Street	903-794-2149
232	Library: Memory Sticks (flash drive)	\$5.00	\$5.00	Per Drive		Library	600 West 3 rd Street	903-794-2149
233	Library Bag (Plastic)	\$0.50	\$0.50	Per Bag		Library	600 West 3 rd Street	903-794-2149
234	Library Bag (Canvas)	\$7.50	\$7.00	Per Bag		Library	600 West 3 rd Street	903-794-2149
235	Library: Use of Typewriter	\$0.50	\$0.50	Per 1/2 Hour		Library	600 West 3 rd Street	903-794-2149
236	Library: Case Replacement	\$1.00	\$1 - \$9	Per Case		Library	600 West 3 rd Street	903-794-2149
237	Library: Art Sleeve for case	\$1.00	\$1.00	Each		Library	600 West 3 rd Street	903-794-2149
238	Library: Due Date Card Replacement	\$1.00	\$1.00	Per Card		Library	600 West 3 rd Street	903-794-2149
239	Library: Photo copies (B&W)	\$0.15	\$0.15	Per Page		Library	600 West 3 rd Street	903-794-2149
240	Library: Photo copies (Color)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
241	Library: Texas Notary	\$1.00	\$1.00	Per Service		Library	600 West 3 rd Street	903-794-2149
242	Library: Fax Service Receiving	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
243	Library: Fax Service Sending (local)	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
244	Library: Fax Service Sending (long distance)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
245	Library: Fax Service Sending (International)		\$5.00	Per Page		Library	600 West 3 rd Street	903-794-2149
246	Library: Lamination				Inquire at Circulation Desk	Library	600 West 3 rd Street	903-794-2149

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
247	Library: David Nelson Meeting Room Rental	\$75.00	\$75.00	Per Rental	Non-Profit Organizations Exempt	Library	600 West 3 rd Street	903-794-2149
248	Municipal Court Technology Fees	\$4.00	\$4.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
249	Municipal Court Building Security Fees	\$3.00	\$3.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
250	Municipal Court Warrant Fee	\$50.00	\$50.00	Per Warrant		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
251	Park Pavilion Rental (Half Day)	\$15.00	\$15.00	Per Rental	8:00 AM - 2:45 PM or 3:00 PM to 10:00 PM	Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
252	Park Pavilion Rental (All Day)	\$25.00	\$25.00	Per Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
253	Ball Field Rental - Practice Game	\$20.00	\$20.00	Per Game		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
254	Ball Field Rental - Tournaments 1 Field	\$100.00	\$100.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
255	Ball Field Rental - Tournaments 2 Fields	\$175.00	\$175.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
256	Ball Field Rental - Tournaments 3 Fields	\$250.00	\$250.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
257	Ball Field Rental - Tournaments 4-5 Fields	\$300.00	\$300.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
258	Collins Senior Center Activity Room	\$75.00	\$75.00	Per Event		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
259	Collins Senior Center Meeting Room	\$25.00	\$25.00	Each Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
260	Southwest Center Multipurpose Room (GYM) Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
261	Southwest Center Multipurpose Room (GYM) Rental	\$150.00	\$150.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
262	Southwest Center Multipurpose Room (GYM) Rental	\$275.00	\$275.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
263	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
264	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
265	Southwest Center ABC Room Rental	\$75.00	\$75.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
266	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
267	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
268	Southwest Center Game/Activity Room Rental	\$50.00	\$50.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
269	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
270	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
271	Southwest Center Room A Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
272	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
273	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
274	Southwest Center Room B Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
275	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
276	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
277	Southwest Center Room C Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
278	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
279	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
280	Southwest Center Room D Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
281	Application for Zoning Change (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
282	Application for Specific Use Permit (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
283	Application for Site Plan approval (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
284	Application for Site Plan Amendments (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
285	Specific Use Permit Renewal (Base Fee) (Base + Variable)	\$100.00	\$100.00	Per Permit		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
286	Application fee for Amendment to Zoning Ordinance	\$250.00	\$250.00	Per Amendment		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
287	Variances Requests (ZBA)(Base Fee) (Base + Variable)	\$150.00	\$150.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
288	Historic District Certificate of Appropriateness	\$75.00	\$75.00	Per Applicant		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
289	Subdivision Plats – preliminary (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
290	Subdivision Plats – final (Base Fee) (Base + Variable Deposit)	\$200.00	\$200.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
291	Subdivision Plats – re-approval (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Re-approval		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
292	Subdivision Replats (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Replat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
293	Subdivision Plat - Vacated (Base Fee)	\$0.00	\$100.00		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945	
294	Subdivision Plat – amendments (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Amendment		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
295	Subdivision Minor Plats (Base Fee) (Base + Variable Deposit)	\$50.00	\$50.00	Per Minor Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
296	Deposit for Variable Fees	\$200.00	\$0.00	Per Application	(Variable costs include the costs such as advertising, mailing notices, sign manufacturing and posting and etc...) Unused deposit will be returned to petitioner once the final decision is rendered. If variable costs exceed the deposit amount the difference is required to be paid in full prior to issuance of the permit or other required document	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
297	Zoning Verification Document	\$25.00	\$25.00	Each		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
298	Voluntary Annexation Application Fee	\$500.00	\$500.00	Each Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
299	Street Name Change Application Fee	\$500.00	\$500.00	Per request	Additional cost for new signage	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
300	Street/Alley/Public ROW Abandonment Application Fee	\$2,000.00	\$500.00	Per request	All associated costs including Quit claim deeds and any legal work will be applicant's responsibility	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
301	Utility Easement Abandonment Application Fee	\$500.00	\$500.00	Per request	All associated costs including Quit claim deeds and any legal work will be applicant's responsibility	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
302	Central Records and Communications	\$10.00	\$10.00	Per Copy or 911 Recording		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
303	Police: Accident Report	\$5.00	\$5.00	Copy of Report	Front and back pages	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
304	Police: Offense Report	\$5.00	\$5.00	Copy of Report	Front page only	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
305	Police: Criminal History	\$10.00	\$10.00	Each	Must show two forms of ID	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
306	Police: Certification of any Report	\$5.00	\$5.00	Each	Added to the cost of the report	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
307	Burglar Alarm Permits – Residential	\$35.00	\$35.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
308	Burglar Alarm Permits – Commercial	\$75.00	\$75.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
309	Burglar Alarm Permits -- late renewal (30 days or less late)	\$20.00	\$20.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

Once the fee schedule is adopted FY15 fees remain in affect until replaced by the new schedule of fees. No refunds of FY15 Fees are authorized.

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)

Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
310	Burglar Alarm Permits -- late renewal (more than 30 days late)	\$40.00	\$40.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
311	False Alarm Fees	\$50.00	\$50.00	Each alarm	Per alarm after 6 alarms in any 12 month period	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
312	Wrecker Permits	\$20.00	\$20.00	Per wrecker	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
313	Vehicle Storage Facility	\$50.00	\$50.00	Per facility	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
314	Taxi Permits	\$40.00	\$40.00	Per taxicab	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
315	Sexually Oriented Business	\$400.00	\$400.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
316	Youth Club/Dance Hall Permit	\$100.00	\$100.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
317	Water Service Connection	\$10.00	\$15.00	Each	Water Service Initiation	TWU	801 Wood Street	903-798-3800
318	Water Meter Disconnect	\$10.00	\$15.00	Each	Discontinue Service	TWU	801 Wood Street	903-798-3800
319	Water Service Transfer	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
320	Late Service Charge -- Non-Payment	10%	10%	On billed amount	If not paid by Due Date	TWU	801 Wood Street	903-798-3800
321	After Hours Service Call to reinstate water service	\$25.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
322	Non Payment Service Charge	\$20.00	\$35.00	Each	if not paid by disconnect date	TWU	801 Wood Street	903-798-3800
323	Water meter reread initiated by Customer	\$10.00	\$10.00	Each	No charge if initiated by TWU	TWU	801 Wood Street	903-798-3800
324	Water meter testing initiated by Customer	\$30.00	\$30.00	Each	Meters two inches & smaller	TWU	801 Wood Street	903-798-3800
325	Water meter testing initiated by Customer (Cost plus %)	10%	10%	Each	Meters larger than two inches	TWU	801 Wood Street	903-798-3800
326	Water meter Tampering	\$35.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
327	Unauthorized Water Connection Inserted	\$35.00	\$100.00	Each		TWU	801 Wood Street	903-798-3800
328	Water meter Fees -- 5/8" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
329	Water meter Fees -- 1" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
330	Water: Single Register 2" (irrigation)	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
331	Inspection/Tapping Fee for Water Main	\$25.00	\$25.00	Each		TWU	801 Wood Street	903-798-3800
332	Bacteriological testing of water samples	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
333	Sanitary Sewer Availability Fee *	\$25.00	\$25.00	Monthly	Non-Connection when Sewer Connection is available to the property	TWU	801 Wood Street	903-798-3800
334	Sewer Surcharge -- Excessive Strength Wastes	\$0.10	\$0.10	TSS per pound		TWU	801 Wood Street	903-798-3800
335	Sewer Surcharge -- Excessive Strength Wastes	\$0.25	\$0.25	BOD per pound		TWU	801 Wood Street	903-798-3800
336	Industrial Wastewater Discharge Permit	\$300.00	\$300.00		Significant Discharger	TWU	801 Wood Street	903-798-3800
337	Industrial Wastewater Discharge Permit	\$200.00	\$200.00		Minor Discharger	TWU	801 Wood Street	903-798-3800
338	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Commercial Discharger	TWU	801 Wood Street	903-798-3800
339	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Intermittent Discharger	TWU	801 Wood Street	903-798-3800
340	Industrial Wastewater Discharge Permit	\$100.00	\$100.00		Transported Discharger	TWU	801 Wood Street	903-798-3800
341	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Non-Discharge	TWU	801 Wood Street	903-798-3800
342	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
343	Temporary Wastewater Discharge Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
344	Metered Discharge Treatment	\$0.05	\$0.05	Per Gallon		TWU	801 Wood Street	903-798-3800

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

Once the fee schedule is adopted FY15 fees remain in affect until replaced by the new schedule of fees. No refunds of FY15 Fees are authorized.

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)

Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
345	Liquid Waste Transport Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
346	Septic Waste Dumping	\$50.00	\$50.00	Per 1,000 Gallons	Per Volume of Tank	TWU	801 Wood Street	903-798-3800
347	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
348	Septic Waste Manifest Books	\$12.00	\$12.00	Each		TWU	801 Wood Street	903-798-3800
349	Non-Residential Backflow Prevention Assembly Device	\$50.00	\$50.00	Per Year		TWU	801 Wood Street	903-798-3800
350	Backflow Assembly Text Booklet	\$6.00	\$6.00	Each		TWU	801 Wood Street	903-798-3800
351	Water Infrastructure Fee - Residential	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
352	Waste Water Infrastructure Fee - Residential	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
353	Water Infrastructure Fee - Commercial	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
354	Waste Water Infrastructure Fee - Commercial	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
355	Sales: Screened Compost	\$10.00	\$10.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
356	Sales: Screened Compost	\$2.00	\$2.00	Per bag (1-Cubic Foot)		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
357	Sales: Unscreened Compost	\$5.00	\$5.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
358	Sales: Wood Chips	\$8.00	\$8.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
359	Sales: Wood Chips	\$1.00	\$1.00	Per Bag (2-Cubic Foot)		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
360	Sales: Leaf Mulch	\$10.00	\$10.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860

Commercial Construction Building Permit Lookup Table -- Construction Value at \$1,000 Increments from \$1,000 to \$560,000

Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
1,000	13	81,000	976	161,000	1,739	241,000	2,304	321,000	2,669	401,000	2,835	481,000	2,802
2,000	27	82,000	987	162,000	1,748	242,000	2,310	322,000	2,672	402,000	2,836	482,000	2,801
3,000	40	83,000	997	163,000	1,756	243,000	2,315	323,000	2,676	403,000	2,837	483,000	2,799
4,000	53	84,000	1,008	164,000	1,764	244,000	2,321	324,000	2,679	404,000	2,838	484,000	2,797
5,000	66	85,000	1,019	165,000	1,772	245,000	2,327	325,000	2,682	405,000	2,838	485,000	2,796
6,000	79	86,000	1,029	166,000	1,780	246,000	2,332	326,000	2,685	406,000	2,839	486,000	2,794
7,000	92	87,000	1,040	167,000	1,789	247,000	2,338	327,000	2,688	407,000	2,840	487,000	2,792
8,000	105	88,000	1,051	168,000	1,797	248,000	2,344	328,000	2,692	408,000	2,840	488,000	2,790
9,000	119	89,000	1,061	169,000	1,805	249,000	2,349	329,000	2,695	409,000	2,841	489,000	2,788
10,000	132	90,000	1,072	170,000	1,813	250,000	2,355	330,000	2,698	410,000	2,842	490,000	2,786
11,000	145	91,000	1,082	171,000	1,821	251,000	2,360	331,000	2,701	411,000	2,842	491,000	2,784
12,000	157	92,000	1,093	172,000	1,829	252,000	2,366	332,000	2,704	412,000	2,843	492,000	2,782
13,000	170	93,000	1,103	173,000	1,837	253,000	2,371	333,000	2,707	413,000	2,843	493,000	2,780
14,000	183	94,000	1,113	174,000	1,845	254,000	2,377	334,000	2,710	414,000	2,844	494,000	2,778
15,000	196	95,000	1,124	175,000	1,853	255,000	2,382	335,000	2,713	415,000	2,844	495,000	2,776
16,000	209	96,000	1,134	176,000	1,860	256,000	2,387	336,000	2,715	416,000	2,844	496,000	2,774
17,000	222	97,000	1,145	177,000	1,868	257,000	2,393	337,000	2,718	417,000	2,845	497,000	2,772
18,000	235	98,000	1,155	178,000	1,876	258,000	2,398	338,000	2,721	418,000	2,845	498,000	2,770
19,000	247	99,000	1,165	179,000	1,884	259,000	2,403	339,000	2,724	419,000	2,845	499,000	2,768
20,000	260	100,000	1,175	180,000	1,891	260,000	2,409	340,000	2,727	420,000	2,846	500,000	2,769
21,000	273	101,000	1,185	181,000	1,899	261,000	2,414	341,000	2,729	421,000	2,846	501,000	2,774
22,000	285	102,000	1,196	182,000	1,907	262,000	2,419	342,000	2,732	422,000	2,846	502,000	2,778
23,000	298	103,000	1,206	183,000	1,914	263,000	2,424	343,000	2,735	423,000	2,846	503,000	2,783
24,000	310	104,000	1,216	184,000	1,922	264,000	2,429	344,000	2,737	424,000	2,846	504,000	2,788
25,000	323	105,000	1,226	185,000	1,930	265,000	2,434	345,000	2,740	425,000	2,846	505,000	2,793
26,000	335	106,000	1,236	186,000	1,937	266,000	2,439	346,000	2,742	426,000	2,846	506,000	2,797
27,000	348	107,000	1,246	187,000	1,945	267,000	2,444	347,000	2,745	427,000	2,846	507,000	2,802
28,000	360	108,000	1,256	188,000	1,952	268,000	2,449	348,000	2,747	428,000	2,846	508,000	2,807
29,000	373	109,000	1,266	189,000	1,960	269,000	2,454	349,000	2,750	429,000	2,846	509,000	2,812
30,000	385	110,000	1,276	190,000	1,967	270,000	2,459	350,000	2,752	430,000	2,846	510,000	2,816
31,000	398	111,000	1,286	191,000	1,974	271,000	2,464	351,000	2,755	431,000	2,846	511,000	2,821
32,000	410	112,000	1,295	192,000	1,982	272,000	2,469	352,000	2,757	432,000	2,846	512,000	2,826
33,000	422	113,000	1,305	193,000	1,989	273,000	2,474	353,000	2,759	433,000	2,846	513,000	2,831
34,000	434	114,000	1,315	194,000	1,996	274,000	2,479	354,000	2,762	434,000	2,846	514,000	2,835
35,000	447	115,000	1,325	195,000	2,004	275,000	2,483	355,000	2,764	435,000	2,846	515,000	2,840
36,000	459	116,000	1,334	196,000	2,011	276,000	2,488	356,000	2,766	436,000	2,845	516,000	2,845
37,000	471	117,000	1,344	197,000	2,018	277,000	2,493	357,000	2,769	437,000	2,845	517,000	2,849
38,000	483	118,000	1,354	198,000	2,025	278,000	2,497	358,000	2,771	438,000	2,845	518,000	2,854
39,000	495	119,000	1,363	199,000	2,032	279,000	2,502	359,000	2,773	439,000	2,845	519,000	2,859
40,000	507	120,000	1,373	200,000	2,039	280,000	2,507	360,000	2,775	440,000	2,844	520,000	2,863
41,000	519	121,000	1,383	201,000	2,046	281,000	2,511	361,000	2,777	441,000	2,844	521,000	2,868
42,000	531	122,000	1,392	202,000	2,054	282,000	2,516	362,000	2,779	442,000	2,843	522,000	2,873
43,000	543	123,000	1,402	203,000	2,061	283,000	2,520	363,000	2,781	443,000	2,843	523,000	2,878
44,000	555	124,000	1,411	204,000	2,067	284,000	2,525	364,000	2,783	444,000	2,842	524,000	2,882
45,000	567	125,000	1,420	205,000	2,074	285,000	2,529	365,000	2,785	445,000	2,842	525,000	2,887
46,000	579	126,000	1,430	206,000	2,081	286,000	2,534	366,000	2,787	446,000	2,841	526,000	2,892
47,000	591	127,000	1,439	207,000	2,088	287,000	2,538	367,000	2,789	447,000	2,841	527,000	2,896
48,000	603	128,000	1,449	208,000	2,095	288,000	2,543	368,000	2,791	448,000	2,840	528,000	2,901
49,000	615	129,000	1,458	209,000	2,102	289,000	2,547	369,000	2,793	449,000	2,839	529,000	2,906
50,000	627	130,000	1,467	210,000	2,109	290,000	2,551	370,000	2,795	450,000	2,839	530,000	2,910
51,000	638	131,000	1,476	211,000	2,115	291,000	2,555	371,000	2,796	451,000	2,838	531,000	2,915
52,000	650	132,000	1,486	212,000	2,122	292,000	2,560	372,000	2,798	452,000	2,837	532,000	2,920
53,000	662	133,000	1,495	213,000	2,129	293,000	2,564	373,000	2,800	453,000	2,837	533,000	2,924
54,000	673	134,000	1,504	214,000	2,136	294,000	2,568	374,000	2,801	454,000	2,836	534,000	2,929
55,000	685	135,000	1,513	215,000	2,142	295,000	2,572	375,000	2,803	455,000	2,835	535,000	2,934
56,000	696	136,000	1,522	216,000	2,149	296,000	2,576	376,000	2,805	456,000	2,834	536,000	2,938
57,000	708	137,000	1,531	217,000	2,155	297,000	2,580	377,000	2,806	457,000	2,833	537,000	2,943
58,000	720	138,000	1,540	218,000	2,162	298,000	2,584	378,000	2,808	458,000	2,832	538,000	2,948
59,000	731	139,000	1,549	219,000	2,168	299,000	2,588	379,000	2,809	459,000	2,831	539,000	2,952
60,000	742	140,000	1,558	220,000	2,175	300,000	2,592	380,000	2,811	460,000	2,830	540,000	2,957
61,000	754	141,000	1,567	221,000	2,181	301,000	2,596	381,000	2,812	461,000	2,829	541,000	2,961
62,000	765	142,000	1,576	222,000	2,188	302,000	2,600	382,000	2,814	462,000	2,828	542,000	2,966
63,000	777	143,000	1,585	223,000	2,194	303,000	2,604	383,000	2,815	463,000	2,827	543,000	2,971
64,000	788	144,000	1,594	224,000	2,201	304,000	2,608	384,000	2,817	464,000	2,826	544,000	2,975
65,000	799	145,000	1,603	225,000	2,207	305,000	2,612	385,000	2,818	465,000	2,825	545,000	2,980
66,000	811	146,000	1,611	226,000	2,213	306,000	2,616	386,000	2,819	466,000	2,824	546,000	2,985
67,000	822	147,000	1,620	227,000	2,219	307,000	2,620	387,000	2,821	467,000	2,823	547,000	2,989
68,000	833	148,000	1,629	228,000	2,226	308,000	2,623	388,000	2,822	468,000	2,821	548,000	2,994
69,000	844	149,000	1,638	229,000	2,232	309,000	2,627	389,000	2,823	469,000	2,820	549,000	2,998
70,000	855	150,000	1,646	230,000	2,238	310,000	2,631	390,000	2,824	470,000	2,819	550,000	3,003
71,000	866	151,000	1,655	231,000	2,244	311,000	2,634	391,000	2,825	471,000	2,817	551,000	3,008
72,000	878	152,000	1,663	232,000	2,250	312,000	2,638	392,000	2,827	472,000	2,816	552,000	3,012
73,000	889	153,000	1,672	233,000	2,256	313,000	2,642	393,000	2,828	473,000	2,815	553,000	3,017
74,000	900	154,000	1,681	234,000	2,262	314,000	2,645	394,000	2,829	474,000	2,813	554,000	3,021
75,000	911	155,000	1,689	235,000	2,268	315,000	2,649	395,000	2,830	475,000	2,812	555,000	3,026
76,000	922	156,000	1,697	236,000	2,274	316,000	2,652	396,000	2,831	476,000	2,810	556,000	3,031
77,000	932	157,000	1,706	237,000	2,280	317,000	2,656	397,000	2,832	477,000	2,809	557,000	3,035
78,000	943	158,000	1,714	238,000	2,286	318,000	2,659	398,000	2,833	478,000	2,807	558,000	3,040
79,000	954												

Commercial Construction Building Permit Lookup Table -- Construction Value at \$10,000 Increments from \$10,000 to \$5.6 Million

Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
10,000	132	810,000	4,095	1,610,000	6,139	2,410,000	7,578	3,210,000	9,698	4,010,000	11,621	4,810,000	13,346
20,000	260	820,000	4,133	1,620,000	6,152	2,420,000	7,606	3,220,000	9,723	4,020,000	11,644	4,820,000	13,367
30,000	385	830,000	4,171	1,630,000	6,164	2,430,000	7,633	3,230,000	9,748	4,030,000	11,666	4,830,000	13,387
40,000	507	840,000	4,208	1,640,000	6,177	2,440,000	7,661	3,240,000	9,774	4,040,000	11,689	4,840,000	13,407
50,000	627	850,000	4,245	1,650,000	6,189	2,450,000	7,689	3,250,000	9,799	4,050,000	11,712	4,850,000	13,428
60,000	742	860,000	4,281	1,660,000	6,200	2,460,000	7,716	3,260,000	9,824	4,060,000	11,734	4,860,000	13,448
70,000	855	870,000	4,318	1,670,000	6,212	2,470,000	7,744	3,270,000	9,849	4,070,000	11,757	4,870,000	13,468
80,000	965	880,000	4,354	1,680,000	6,223	2,480,000	7,771	3,280,000	9,874	4,080,000	11,780	4,880,000	13,488
90,000	1,072	890,000	4,389	1,690,000	6,234	2,490,000	7,799	3,290,000	9,899	4,090,000	11,802	4,890,000	13,508
100,000	1,175	900,000	4,425	1,700,000	6,244	2,500,000	7,826	3,300,000	9,924	4,100,000	11,825	4,900,000	13,528
110,000	1,276	910,000	4,460	1,710,000	6,254	2,510,000	7,854	3,310,000	9,949	4,110,000	11,847	4,910,000	13,548
120,000	1,373	920,000	4,494	1,720,000	6,264	2,520,000	7,881	3,320,000	9,974	4,120,000	11,870	4,920,000	13,568
130,000	1,467	930,000	4,529	1,730,000	6,274	2,530,000	7,908	3,330,000	9,999	4,130,000	11,892	4,930,000	13,588
140,000	1,558	940,000	4,563	1,740,000	6,283	2,540,000	7,936	3,340,000	10,024	4,140,000	11,915	4,940,000	13,608
150,000	1,646	950,000	4,597	1,750,000	6,292	2,550,000	7,963	3,350,000	10,049	4,150,000	11,937	4,950,000	13,628
160,000	1,731	960,000	4,630	1,760,000	6,300	2,560,000	7,990	3,360,000	10,073	4,160,000	11,959	4,960,000	13,648
170,000	1,813	970,000	4,663	1,770,000	6,309	2,570,000	8,018	3,370,000	10,098	4,170,000	11,982	4,970,000	13,668
180,000	1,891	980,000	4,696	1,780,000	6,317	2,580,000	8,045	3,380,000	10,123	4,180,000	12,004	4,980,000	13,688
190,000	1,967	990,000	4,729	1,790,000	6,324	2,590,000	8,072	3,390,000	10,148	4,190,000	12,026	4,990,000	13,708
200,000	2,039	1,000,000	4,761	1,800,000	6,332	2,600,000	8,099	3,400,000	10,172	4,200,000	12,048	5,000,000	13,728
210,000	2,109	1,010,000	4,793	1,810,000	6,339	2,610,000	8,126	3,410,000	10,197	4,210,000	12,071	5,010,000	13,754
220,000	2,175	1,020,000	4,824	1,820,000	6,345	2,620,000	8,153	3,420,000	10,222	4,220,000	12,093	5,020,000	13,781
230,000	2,238	1,030,000	4,856	1,830,000	6,352	2,630,000	8,181	3,430,000	10,246	4,230,000	12,115	5,030,000	13,808
240,000	2,298	1,040,000	4,887	1,840,000	6,358	2,640,000	8,208	3,440,000	10,271	4,240,000	12,137	5,040,000	13,835
250,000	2,355	1,050,000	4,917	1,850,000	6,364	2,650,000	8,235	3,450,000	10,295	4,250,000	12,159	5,050,000	13,861
260,000	2,409	1,060,000	4,948	1,860,000	6,369	2,660,000	8,262	3,460,000	10,320	4,260,000	12,181	5,060,000	13,888
270,000	2,459	1,070,000	4,978	1,870,000	6,374	2,670,000	8,288	3,470,000	10,344	4,270,000	12,203	5,070,000	13,915
280,000	2,507	1,080,000	5,007	1,880,000	6,379	2,680,000	8,315	3,480,000	10,369	4,280,000	12,225	5,080,000	13,942
290,000	2,551	1,090,000	5,037	1,890,000	6,384	2,690,000	8,342	3,490,000	10,393	4,290,000	12,247	5,090,000	13,968
300,000	2,592	1,100,000	5,066	1,900,000	6,388	2,700,000	8,369	3,500,000	10,418	4,300,000	12,269	5,100,000	13,995
310,000	2,631	1,110,000	5,095	1,910,000	6,392	2,710,000	8,396	3,510,000	10,442	4,310,000	12,291	5,110,000	14,022
320,000	2,666	1,120,000	5,123	1,920,000	6,396	2,720,000	8,423	3,520,000	10,466	4,320,000	12,313	5,120,000	14,049
330,000	2,698	1,130,000	5,151	1,930,000	6,399	2,730,000	8,450	3,530,000	10,491	4,330,000	12,335	5,130,000	14,075
340,000	2,727	1,140,000	5,179	1,940,000	6,402	2,740,000	8,476	3,540,000	10,515	4,340,000	12,356	5,140,000	14,102
350,000	2,752	1,150,000	5,207	1,950,000	6,405	2,750,000	8,503	3,550,000	10,539	4,350,000	12,378	5,150,000	14,129
360,000	2,775	1,160,000	5,234	1,960,000	6,407	2,760,000	8,530	3,560,000	10,563	4,360,000	12,400	5,160,000	14,155
370,000	2,795	1,170,000	5,261	1,970,000	6,409	2,770,000	8,556	3,570,000	10,588	4,370,000	12,422	5,170,000	14,182
380,000	2,811	1,180,000	5,288	1,980,000	6,411	2,780,000	8,583	3,580,000	10,612	4,380,000	12,443	5,180,000	14,209
390,000	2,824	1,190,000	5,314	1,990,000	6,412	2,790,000	8,609	3,590,000	10,636	4,390,000	12,465	5,190,000	14,236
400,000	2,834	1,200,000	5,340	2,000,000	6,415	2,800,000	8,636	3,600,000	10,660	4,400,000	12,487	5,200,000	14,262
410,000	2,842	1,210,000	5,366	2,010,000	6,444	2,810,000	8,662	3,610,000	10,684	4,410,000	12,508	5,210,000	14,289
420,000	2,846	1,220,000	5,391	2,020,000	6,473	2,820,000	8,689	3,620,000	10,708	4,420,000	12,530	5,220,000	14,316
430,000	2,846	1,230,000	5,416	2,030,000	6,502	2,830,000	8,715	3,630,000	10,732	4,430,000	12,551	5,230,000	14,342
440,000	2,844	1,240,000	5,441	2,040,000	6,531	2,840,000	8,742	3,640,000	10,756	4,440,000	12,573	5,240,000	14,369
450,000	2,839	1,250,000	5,465	2,050,000	6,560	2,850,000	8,768	3,650,000	10,780	4,450,000	12,594	5,250,000	14,396
460,000	2,830	1,260,000	5,489	2,060,000	6,588	2,860,000	8,795	3,660,000	10,804	4,460,000	12,616	5,260,000	14,422
470,000	2,819	1,270,000	5,513	2,070,000	6,617	2,870,000	8,821	3,670,000	10,828	4,470,000	12,637	5,270,000	14,449
480,000	2,804	1,280,000	5,537	2,080,000	6,646	2,880,000	8,847	3,680,000	10,851	4,480,000	12,658	5,280,000	14,476
490,000	2,786	1,290,000	5,560	2,090,000	6,675	2,890,000	8,874	3,690,000	10,875	4,490,000	12,680	5,290,000	14,502
500,000	2,769	1,300,000	5,583	2,100,000	6,703	2,900,000	8,900	3,700,000	10,899	4,500,000	12,701	5,300,000	14,529
510,000	2,816	1,310,000	5,606	2,110,000	6,732	2,910,000	8,926	3,710,000	10,923	4,510,000	12,722	5,310,000	14,556
520,000	2,863	1,320,000	5,628	2,120,000	6,761	2,920,000	8,952	3,720,000	10,946	4,520,000	12,744	5,320,000	14,582
530,000	2,910	1,330,000	5,650	2,130,000	6,789	2,930,000	8,978	3,730,000	10,970	4,530,000	12,765	5,330,000	14,609
540,000	2,957	1,340,000	5,671	2,140,000	6,818	2,940,000	9,004	3,740,000	10,994	4,540,000	12,786	5,340,000	14,636
550,000	3,003	1,350,000	5,693	2,150,000	6,846	2,950,000	9,030	3,750,000	11,017	4,550,000	12,807	5,350,000	14,662
560,000	3,049	1,360,000	5,714	2,160,000	6,875	2,960,000	9,057	3,760,000	11,041	4,560,000	12,828	5,360,000	14,689
570,000	3,095	1,370,000	5,735	2,170,000	6,903	2,970,000	9,083	3,770,000	11,065	4,570,000	12,849	5,370,000	14,716
580,000	3,140	1,380,000	5,755	2,180,000	6,932	2,980,000	9,109	3,780,000	11,088	4,580,000	12,871	5,380,000	14,742
590,000	3,185	1,390,000	5,775	2,190,000	6,960	2,990,000	9,135	3,790,000	11,112	4,590,000	12,892	5,390,000	14,769
600,000	3,229	1,400,000	5,795	2,200,000	6,989	3,000,000	9,160	3,800,000	11,135	4,600,000	12,913	5,400,000	14,796
610,000	3,274	1,410,000	5,814	2,210,000	7,017	3,010,000	9,186	3,810,000	11,158	4,610,000	12,934	5,410,000	14,822
620,000	3,318	1,420,000	5,833	2,220,000	7,045	3,020,000	9,212	3,820,000	11,182	4,620,000	12,954	5,420,000	14,849
630,000	3,362	1,430,000	5,852	2,230,000	7,074	3,030,000	9,238	3,830,000	11,205	4,630,000	12,975	5,430,000	14,876
640,000	3,405	1,440,000	5,871	2,240,000	7,102	3,040,000	9,264	3,840,000	11,229	4,640,000	12,996	5,440,000	14,902
650,000	3,448	1,450,000	5,889	2,250,000	7,130	3,050,000	9,290	3,850,000	11,252	4,650,000	13,017	5,450,000	14,929
660,000	3,491	1,460,000	5,907	2,260,000	7,158	3,060,000	9,315	3,860,000	11,275	4,660,000	13,038	5,460,000	14,956
670,000	3,533	1,470,000	5,925	2,270,000	7,187	3,070,000	9,341	3,870,000	11,298	4,670,000	13,059	5,470,000	14,982
680,000	3,575	1,480,000	5,942	2,280,000	7,215	3,080,000	9,367	3,880,000	11,322	4,680,000	13,079	5,480,000	15,009
690,000	3,617	1,490,000	5,959	2,290,000	7,243	3,090,000	9,392	3,890,000	11,345	4,690,000	13,100	5,490,000	15,035
700,000	3,659	1,500,000	5,976	2,300,000	7,271	3,100,000	9,418	3,900,000	11,368	4,700,000	13,121	5,500,000	15,062
710,000	3,700	1,510,000	5,992</										

Commercial Construction Building Permit Lookup Table -- Construction Value at \$50,000 Increments from \$50,000 to \$25 Million

Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
50,000	627	4,050,000	11,712	8,050,000	21,758	12,050,000	31,895	16,050,000	41,583	20,050,000	50,824	24,050,000	59,616
100,000	1,175	4,100,000	11,825	8,100,000	21,887	12,100,000	32,018	16,100,000	41,701	20,100,000	50,936	24,100,000	59,723
150,000	1,646	4,150,000	11,937	8,150,000	22,017	12,150,000	32,142	16,150,000	41,820	20,150,000	51,049	24,150,000	59,830
200,000	2,039	4,200,000	12,048	8,200,000	22,146	12,200,000	32,266	16,200,000	41,938	20,200,000	51,161	24,200,000	59,937
250,000	2,355	4,250,000	12,159	8,250,000	22,275	12,250,000	32,390	16,250,000	42,056	20,250,000	51,274	24,250,000	60,044
300,000	2,592	4,300,000	12,269	8,300,000	22,405	12,300,000	32,513	16,300,000	42,174	20,300,000	51,386	24,300,000	60,151
350,000	2,752	4,350,000	12,378	8,350,000	22,534	12,350,000	32,637	16,350,000	42,292	20,350,000	51,499	24,350,000	60,258
400,000	2,834	4,400,000	12,487	8,400,000	22,663	12,400,000	32,760	16,400,000	42,410	20,400,000	51,611	24,400,000	60,364
450,000	2,839	4,450,000	12,594	8,450,000	22,792	12,450,000	32,884	16,450,000	42,527	20,450,000	51,723	24,450,000	60,471
500,000	2,769	4,500,000	12,701	8,500,000	22,921	12,500,000	33,007	16,500,000	42,645	20,500,000	51,835	24,500,000	60,577
550,000	3,003	4,550,000	12,807	8,550,000	23,049	12,550,000	33,130	16,550,000	42,763	20,550,000	51,947	24,550,000	60,684
600,000	3,229	4,600,000	12,913	8,600,000	23,178	12,600,000	33,253	16,600,000	42,880	20,600,000	52,059	24,600,000	60,790
650,000	3,448	4,650,000	13,017	8,650,000	23,307	12,650,000	33,376	16,650,000	42,998	20,650,000	52,171	24,650,000	60,897
700,000	3,659	4,700,000	13,121	8,700,000	23,436	12,700,000	33,499	16,700,000	43,115	20,700,000	52,283	24,700,000	61,003
750,000	3,862	4,750,000	13,224	8,750,000	23,564	12,750,000	33,622	16,750,000	43,233	20,750,000	52,395	24,750,000	61,109
800,000	4,057	4,800,000	13,326	8,800,000	23,693	12,800,000	33,745	16,800,000	43,350	20,800,000	52,506	24,800,000	61,215
850,000	4,245	4,850,000	13,428	8,850,000	23,821	12,850,000	33,868	16,850,000	43,467	20,850,000	52,618	24,850,000	61,321
900,000	4,425	4,900,000	13,528	8,900,000	23,949	12,900,000	33,991	16,900,000	43,584	20,900,000	52,730	24,900,000	61,427
950,000	4,597	4,950,000	13,628	8,950,000	24,078	12,950,000	34,113	16,950,000	43,701	20,950,000	52,841	24,950,000	61,533
1,000,000	4,761	5,000,000	13,728	9,000,000	24,206	13,000,000	34,236	17,000,000	43,818	21,000,000	52,952	25,000,000	61,639
1,050,000	4,917	5,050,000	13,861	9,050,000	24,334	13,050,000	34,359	17,050,000	43,935	21,050,000	53,064		
1,100,000	5,066	5,100,000	13,995	9,100,000	24,462	13,100,000	34,481	17,100,000	44,052	21,100,000	53,175		
1,150,000	5,207	5,150,000	14,129	9,150,000	24,590	13,150,000	34,604	17,150,000	44,169	21,150,000	53,286		
1,200,000	5,340	5,200,000	14,262	9,200,000	24,718	13,200,000	34,726	17,200,000	44,286	21,200,000	53,397		
1,250,000	5,465	5,250,000	14,396	9,250,000	24,846	13,250,000	34,848	17,250,000	44,402	21,250,000	53,508		
1,300,000	5,583	5,300,000	14,529	9,300,000	24,974	13,300,000	34,970	17,300,000	44,519	21,300,000	53,619		
1,350,000	5,693	5,350,000	14,662	9,350,000	25,101	13,350,000	35,092	17,350,000	44,635	21,350,000	53,730		
1,400,000	5,795	5,400,000	14,796	9,400,000	25,229	13,400,000	35,214	17,400,000	44,752	21,400,000	53,841		
1,450,000	5,889	5,450,000	14,929	9,450,000	25,357	13,450,000	35,336	17,450,000	44,868	21,450,000	53,952		
1,500,000	5,976	5,500,000	15,062	9,500,000	25,484	13,500,000	35,458	17,500,000	44,985	21,500,000	54,063		
1,550,000	6,054	5,550,000	15,195	9,550,000	25,612	13,550,000	35,580	17,550,000	45,101	21,550,000	54,173		
1,600,000	6,125	5,600,000	15,328	9,600,000	25,739	13,600,000	35,702	17,600,000	45,217	21,600,000	54,284		
1,650,000	6,189	5,650,000	15,461	9,650,000	25,866	13,650,000	35,824	17,650,000	45,333	21,650,000	54,394		
1,700,000	6,244	5,700,000	15,594	9,700,000	25,994	13,700,000	35,945	17,700,000	45,449	21,700,000	54,505		
1,750,000	6,292	5,750,000	15,727	9,750,000	26,121	13,750,000	36,067	17,750,000	45,565	21,750,000	54,615		
1,800,000	6,332	5,800,000	15,859	9,800,000	26,248	13,800,000	36,188	17,800,000	45,681	21,800,000	54,726		
1,850,000	6,364	5,850,000	15,992	9,850,000	26,375	13,850,000	36,310	17,850,000	45,797	21,850,000	54,836		
1,900,000	6,388	5,900,000	16,124	9,900,000	26,502	13,900,000	36,431	17,900,000	45,913	21,900,000	54,946		
1,950,000	6,405	5,950,000	16,257	9,950,000	26,629	13,950,000	36,552	17,950,000	46,028	21,950,000	55,056		
2,000,000	6,415	6,000,000	16,389	10,000,000	26,755	14,000,000	36,674	18,000,000	46,144	22,000,000	55,166		
2,050,000	6,560	6,050,000	16,522	10,050,000	26,882	14,050,000	36,795	18,050,000	46,259	22,050,000	55,276		
2,100,000	6,703	6,100,000	16,654	10,100,000	27,009	14,100,000	36,916	18,100,000	46,375	22,100,000	55,386		
2,150,000	6,846	6,150,000	16,786	10,150,000	27,135	14,150,000	37,037	18,150,000	46,490	22,150,000	55,496		
2,200,000	6,989	6,200,000	16,918	10,200,000	27,262	14,200,000	37,158	18,200,000	46,606	22,200,000	55,605		
2,250,000	7,130	6,250,000	17,050	10,250,000	27,388	14,250,000	37,279	18,250,000	46,721	22,250,000	55,715		
2,300,000	7,271	6,300,000	17,182	10,300,000	27,515	14,300,000	37,399	18,300,000	46,836	22,300,000	55,825		
2,350,000	7,411	6,350,000	17,314	10,350,000	27,641	14,350,000	37,520	18,350,000	46,951	22,350,000	55,934		
2,400,000	7,550	6,400,000	17,446	10,400,000	27,767	14,400,000	37,641	18,400,000	47,066	22,400,000	56,044		
2,450,000	7,689	6,450,000	17,578	10,450,000	27,894	14,450,000	37,761	18,450,000	47,181	22,450,000	56,153		
2,500,000	7,826	6,500,000	17,710	10,500,000	28,020	14,500,000	37,882	18,500,000	47,296	22,500,000	56,262		
2,550,000	7,963	6,550,000	17,841	10,550,000	28,146	14,550,000	38,002	18,550,000	47,411	22,550,000	56,372		
2,600,000	8,099	6,600,000	17,973	10,600,000	28,272	14,600,000	38,123	18,600,000	47,526	22,600,000	56,481		
2,650,000	8,235	6,650,000	18,104	10,650,000	28,398	14,650,000	38,243	18,650,000	47,640	22,650,000	56,590		
2,700,000	8,369	6,700,000	18,236	10,700,000	28,523	14,700,000	38,363	18,700,000	47,755	22,700,000	56,699		
2,750,000	8,503	6,750,000	18,367	10,750,000	28,649	14,750,000	38,483	18,750,000	47,870	22,750,000	56,808		
2,800,000	8,636	6,800,000	18,498	10,800,000	28,775	14,800,000	38,604	18,800,000	47,984	22,800,000	56,917		
2,850,000	8,768	6,850,000	18,630	10,850,000	28,901	14,850,000	38,724	18,850,000	48,099	22,850,000	57,026		
2,900,000	8,900	6,900,000	18,761	10,900,000	29,026	14,900,000	38,844	18,900,000	48,213	22,900,000	57,134		
2,950,000	9,030	6,950,000	18,892	10,950,000	29,152	14,950,000	38,963	18,950,000	48,327	22,950,000	57,243		
3,000,000	9,160	7,000,000	19,023	11,000,000	29,277	15,000,000	39,083	19,000,000	48,441	23,000,000	57,352		
3,050,000	9,290	7,050,000	19,154	11,050,000	29,402	15,050,000	39,203	19,050,000	48,556	23,050,000	57,460		
3,100,000	9,418	7,100,000	19,285	11,100,000	29,528	15,100,000	39,323	19,100,000	48,670	23,100,000	57,569		
3,150,000	9,546	7,150,000	19,415	11,150,000	29,653	15,150,000	39,442	19,150,000	48,784	23,150,000	57,677		
3,200,000	9,673	7,200,000	19,546	11,200,000	29,778	15,200,000	39,562	19,200,000	48,898	23,200,000	57,785		
3,250,000	9,799	7,250,000	19,677	11,250,000	29,903	15,250,000	39,681	19,250,000	49,011	23,250,000	57,894		
3,300,000	9,924	7,300,000	19,807	11,300,000	30,028	15,300,000	39,801	19,300,000	49,125	23,300,000	58,002		
3,350,000	10,049	7,350,000	19,938	11,350,000	30,153	15,350,000	39,920	19,350,000	49,239	23,350,000	58,110		
3,400,000	10,172	7,400,000	20,068	11,400,000	30,278	15,400,000	40,039	19,400,000	49,353	23,400,000	58,218		
3,450,000	10,295	7,450,000	20,199	11,450,000	30,403	15,450,000	40,158	19,450,000	49,466	23,450,000	58,326		
3,500,000	10,418	7,500,000	20,329	11,500,000	30,527	15,500,000	40,277	19,500,000	49,580	23,500,000	58,434		
3,550,000	10,539	7,550,000	20,459	11,550,000	30,652	15,550,000	40,397	19,550,000	49,693	23,550,000	58,542		
3,600,000	10,660	7,600,000	20,590	11,600,000	30,777								

Building Permit Fees

Based on \$1,000,000.00 building evaluation

San Antonio, TX - \$4,700.00 (no tree mitigation)

Dallas, TX - \$5,867.10

Tyler, TX - \$2,973.60

Longview, TX - \$3,450.00

Mt. Pleasant, TX - \$1,058.60

Texarkana AR - \$2,375.80

Texarkana, TX - \$9,500.00

FEE BREAKDOWN FOR BUILDING PERMITS- SURROUNDING CITIES
\$1,000,000.00 BASE NEW CONSTRUCTION- COMMERCIAL

	JURISDICTION	IMPACT	PERMIT	C/O	STORMWATER	PLAN REVIEW	HVAC	ELECTRICAL	PLUMBING	TOTAL
1	SOUTHLAKE	\$ 51,329.91	\$ 12,060.00	\$ 250.00						\$ 63,639.91
2	HIGHLAND PARK	\$ 27,884.00	\$ 10,000.00			\$ 200.00	\$ 10,000.00	\$ 374.00	\$ 410.00	\$ 48,868.00
3	PLANO	\$ 2,458.96	\$ 10,000.00							\$ 12,458.96
4	TEXARKANA, TX		\$ 9,500.00			\$ 300.00	\$ 64.00	\$ 128.00	\$ 260.00	\$ 10,252.00
5	ADDISON		\$ 9,169.00							\$ 9,169.00
6	BEDFORD		\$ 7,290.00	\$ 183.00			\$ 293.00	\$ 428.00	\$ 433.00	\$ 8,627.00
7	FARMERS BRANCH		\$ 7,000.00				\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 16,000.00
8	N RICHLAND HILLS	\$ 6,649.55	\$ 6,649.55	\$ 66.00		\$ 4,322.21	\$ 579.00	\$ 340.00	\$ 1,013.06	\$ 19,619.37
9	DESOTO	\$ 1,215.00	\$ 6,446.55	\$ 75.00						\$ 7,736.55
10	CARROLTON	\$ 2,495.00	\$ 6,000.00	\$ 100.00		\$ 325.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 10,720.00
11	CEDAR HILL	\$ 2,331.00	\$ 5,728.00		\$ 3,500.00	\$ 2,577.60				\$ 14,136.60
12	ROCKWALL	\$ 28,813.76	\$ 5,620.25	\$ 300.00			\$ 100.00	\$ 100.00		\$ 34,934.01
13	MCKINNEY	\$ 10,190.65	\$ 5,608.75				\$ 94.00	\$ 153.00	\$ 88.00	\$ 16,134.40
14	HALTOM CITY	\$ 17,292.38	\$ 5,180.00	\$ 50.00			\$ 27.50		\$ 27.50	\$ 22,577.38
15	DENTON	\$ 7,700.00	\$ 5,141.00	\$ 255.00	\$ 350.00	\$ 1,300.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 15,466.00
16	ARLINGTON	\$ 11,232.00	\$ 5,012.25		\$ 2,230.00	\$ 1,754.29				\$ 20,228.54
17	SAN ANTONIO	\$ 300.00	\$ 4,700.00	\$ 200.00		\$ 1,618.00				\$ 6,818.00
18	GREENVILLE	\$ 12,000.00	\$ 4,000.00	\$ 50.00	\$ 500.00	\$ 240.00				\$ 16,790.00
19	ROWLETT	\$ 16,676.00	\$ 3,701.78	\$ 110.00		\$ 600.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 21,237.78
20	FORT WORTH	\$ 10,275.50	\$ 3,484.33	\$ 60.00		\$ 220.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 14,414.83
21	FRISCO	\$ 23,250.00	\$ 3,365.25	\$ 75.00	\$ 770.00					\$ 27,460.25
22	GRAPEVINE	\$ 12,166.00	\$ 3,239.35	\$ 50.00		\$ 1,874.01				\$ 17,329.36
23	BURLESON		\$ 3,111.00			\$ 933.30	\$ 30.00	\$ 30.00	\$ 30.00	\$ 4,134.30
24	TYLER		\$ 2,973.60	\$ 80.00	\$ 30.00		\$ 1,780.00	\$ 115.00	\$ 900.00	\$ 5,878.60
25	SHERMAN		\$ 2,916.00	\$ 50.00	\$ 350.00					\$ 3,316.00
26	PARIS	\$ 2,660.00	\$ 2,665.00	\$ 50.00		\$ 666.25				\$ 6,041.25
27	LONGVIEW		\$ 2,593.99	\$ 100.00		\$ 856.02				\$ 3,550.01
28	RICHARDSON		\$ 2,240.00							\$ 2,240.00
29	MT. PLEASANT		\$ 1,495.80	\$ 25.00		\$ 200.00				\$ 1,720.80
30	GARLAND	\$ 22,422.50	\$ 1,479.00	\$ 238.00		\$ 100.00	\$ 113.00	\$ 113.00	\$ 113.00	\$ 24,578.50
31	LEWISVILLE	8747.4	\$ 1,479.00			\$ 739.00				\$ 10,965.40
32	GRAND PRAIRIE		\$ 816.00	\$ 100.00		\$ 467.20	\$ 50.00	\$ 50.00	\$ 60.00	\$ 1,543.20
33	COPPELL		\$ 660.92	\$ 50.00		\$ 429.60				\$ 1,140.52
34	FLOWER MOUND	\$ 37,130.00	\$ 610.00	\$ 100.00		\$ 305.00				\$ 38,145.00

FEE BREAKDOWN FOR BUILDING PERMITS- SURROUNDING CITIES
\$1,000,000.00 BASE NEW CONSTRUCTION- COMMERCIAL

	JURISDICTION	IMPACT	PERMIT	C/O	STORMWATER	PLAN REVIEW	HVAC	ELECTRICAL	PLUMBING	TOTAL
1	SOUTHLAKE	\$ 51,329.91	\$ 12,060.00	\$ 250.00						\$ 63,639.91
2	HIGHLAND PARK	\$ 27,884.00	\$ 10,000.00			\$ 200.00	\$ 10,000.00	\$ 374.00	\$ 410.00	\$ 48,868.00
3	FLOWER MOUND	\$ 37,130.00	\$ 610.00	\$ 100.00		\$ 305.00				\$ 38,145.00
4	ROCKWALL	\$ 28,813.76	\$ 5,620.25	\$ 300.00			\$ 100.00	\$ 100.00		\$ 34,934.01
5	FRISCO	\$ 23,250.00	\$ 3,365.25	\$ 75.00	\$ 770.00					\$ 27,460.25
6	GARLAND	\$ 22,422.50	\$ 1,479.00	\$ 238.00		\$ 100.00	\$ 113.00	\$ 113.00	\$ 113.00	\$ 24,578.50
7	HALTOM CITY	\$ 17,292.38	\$ 5,180.00	\$ 50.00			\$ 27.50		\$ 27.50	\$ 22,577.38
8	ROWLETT	\$ 16,676.00	\$ 3,701.78	\$ 110.00		\$ 600.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 21,237.78
9	ARLINGTON	\$ 11,232.00	\$ 5,012.25		\$ 2,230.00	\$ 1,754.29				\$ 20,228.54
10	N RICHLAND HILLS	\$ 6,649.55	\$ 6,649.55	\$ 66.00		\$ 4,322.21	\$ 579.00	\$ 340.00	\$ 1,013.06	\$ 19,619.37
11	GRAPEVINE	\$ 12,166.00	\$ 3,239.35	\$ 50.00		\$ 1,874.01				\$ 17,329.36
12	GREENVILLE	\$ 12,000.00	\$ 4,000.00	\$ 50.00	\$ 500.00	\$ 240.00				\$ 16,790.00
13	MCKINNEY	\$ 10,190.65	\$ 5,608.75				\$ 94.00	\$ 153.00	\$ 88.00	\$ 16,134.40
14	FARMERS BRANCH		\$ 7,000.00				\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 16,000.00
15	DENTON	\$ 7,700.00	\$ 5,141.00	\$ 255.00	\$ 350.00	\$ 1,300.00	\$ 240.00	\$ 240.00	\$ 240.00	\$ 15,466.00
16	FORT WORTH	\$ 10,275.50	\$ 3,484.33	\$ 60.00		\$ 220.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 14,414.83
17	CEDAR HILL	\$ 2,331.00	\$ 5,728.00		\$ 3,500.00	\$ 2,577.60				\$ 14,136.60
18	PLANO	\$ 2,458.96	\$ 10,000.00							\$ 12,458.96
19	LEWISVILLE	8747.4	\$ 1,479.00			\$ 739.00				\$ 10,965.40
20	CARROLTON	\$ 2,495.00	\$ 6,000.00	\$ 100.00		\$ 325.00	\$ 600.00	\$ 600.00	\$ 600.00	\$ 10,720.00
21	TEXARKANA, TX		\$ 9,500.00			\$ 300.00	\$ 64.00	\$ 128.00	\$ 260.00	\$ 10,252.00
22	ADDISON		\$ 9,169.00							\$ 9,169.00
23	BEDFORD		\$ 7,290.00	\$ 183.00			\$ 293.00	\$ 428.00	\$ 433.00	\$ 8,627.00
24	DESOTO	\$ 1,215.00	\$ 6,446.55	\$ 75.00						\$ 7,736.55
25	SAN ANTONIO	\$ 300.00	\$ 4,700.00	\$ 200.00		\$ 1,618.00				\$ 6,818.00
26	PARIS	\$ 2,660.00	\$ 2,665.00	\$ 50.00		\$ 666.25				\$ 6,041.25
27	TYLER		\$ 2,973.60	\$ 80.00	\$ 30.00		\$ 1,780.00	\$ 115.00	\$ 900.00	\$ 5,878.60
28	BURLESON		\$ 3,111.00			\$ 933.30	\$ 30.00	\$ 30.00	\$ 30.00	\$ 4,134.30
29	LONGVIEW		\$ 2,593.99	\$ 100.00		\$ 856.02				\$ 3,550.01
30	SHERMAN		\$ 2,916.00	\$ 50.00	\$ 350.00					\$ 3,316.00
31	RICHARDSON		\$ 2,240.00							\$ 2,240.00
32	MT. PLEASANT		\$ 1,495.80	\$ 25.00		\$ 200.00				\$ 1,720.80
33	GRAND PRAIRIE		\$ 816.00	\$ 100.00		\$ 467.20	\$ 50.00	\$ 50.00	\$ 60.00	\$ 1,543.20
34	COPPELL		\$ 660.92	\$ 50.00		\$ 429.60				\$ 1,140.52

Inspections Department Performance

FY13 (Actual)					FY13 YTD Period 07 (Actual)				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	634	\$103,027.10			Building	359	\$47,560.10		
Electrical	393	\$12,867.15			Electrical	152	\$7,373.50		
Plumbing	606	\$10,067.25			Plumbing	205	\$4,746.10		
Totals	1,633	\$125,961.50	\$380,117.27	-\$254,155.77	Totals	716	\$59,679.70	\$221,139.02	-\$161,459.32
FY14 (Actual)					FY14 YTD Period 07 (Actual)				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	584	\$96,541.40			Building	318	\$48,964.60		
Electrical	318	\$12,704.00			Electrical	164	\$7,054.00		
Plumbing	256	\$5,686.25			Plumbing	144	\$3,132.85		
Totals	1,158	\$114,931.65	\$385,001.33	-\$270,069.68	Totals	626	\$59,151.45	\$224,678.16	-\$165,526.71
FY15 (Projection)					FY15 YTD Period 07 (Actual)				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	667	\$465,744.00			Building	389	\$271,684.17		
Electrical	334	\$26,297.00			Electrical	195	\$15,339.75		
Plumbing	247	\$14,292.00			Plumbing	144	\$8,336.90		
Totals	1,248	\$506,333.00	\$472,089.00	\$34,244.00	Totals	728	\$295,360.82	\$275,385.30	\$19,975.52
Budget			\$550,425.44						
FY13 (Actual) - Daily Average at 248 Days					FY13 YTD Period 07 (Actual) - Daily Average at 144 Days				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	2.56	\$415.43			Building	2.49	\$330.28		
Electrical	1.58	\$51.88			Electrical	1.06	\$51.20		
Plumbing	2.44	\$40.59			Plumbing	1.42	\$32.96		
Totals	6.58	\$507.91	\$1,532.73	-\$1,024.82	Totals	4.97	\$414.44	\$1,535.69	-\$1,121.25
FY14 (Actual) - Daily Average at 248 Days					FY14 YTD Period 07 (Actual) - Daily Average at 144 Days				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	2.35	\$389.28			Building	2.21	\$340.03		
Electrical	1.28	\$51.23			Electrical	1.14	\$48.99		
Plumbing	1.03	\$22.93			Plumbing	1.00	\$21.76		
Totals	4.67	\$463.43	\$1,552.42	-\$1,088.99	Totals	4.35	\$410.78	\$1,560.27	-\$1,149.49
FY15 (Projection) - Daily Average at 248 Days					FY15 YTD Period 07 (Actual) - Daily Average at 144 Days				
	Number	Revenue	Expenditures	Difference		Number	Revenue	Expenditures	Difference
Permits					Permits				
Building	2.69	\$1,878.00			Building	2.70	\$1,886.70		
Electrical	1.35	\$106.04			Electrical	1.35	\$106.53		
Plumbing	1.00	\$57.63			Plumbing	1.00	\$57.90		
Totals	5.03	\$2,041.67	\$1,903.58	\$138.09	Totals	5.06	\$2,051.13	\$1,912.40	\$138.73

RESOLUTION NO. 2015 - 056

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, ADOPTING THE FY16 MASTER FEE LIST
INCLUDING ESTABLISHING CERTAIN NEW FEES; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Municipal services generally serve the total city population; and

WHEREAS, these general municipal services are expected to be delivered on a scheduled or demand basis but paid for from general funds collected broadly via property taxes or sales taxes; and

WHEREAS, there are a number of municipal serves that are provided on a demand basis or provided to a very restricted segment of the general population; and

WHEREAS, the guiding principle for funding these demand basis services or services targeting a very restricted segment of the population should be paid for by those who receive or request the specific service; and

WHEREAS, user fees are often established by local governments throughout Texas and the nation using the uniform basis of collected revenues offsetting the expenses incurred delivering the service, thus not requiring taxpayer subsidy; and

WHEREAS, Texarkana does provide a number of municipal services that are used by segments of the city and thus lend themselves to being provided subject to the beneficiary paying related user fees; and

WHEREAS, city staff has prepared a list of services that are generally used by the whole collective of the city and therefore should be paid for by those who directly benefit from the service provided.

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

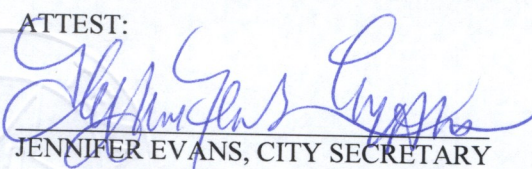
SECTION 1: That the City Council has reviewed the Master List of Fees and has determined that the services listed are used by segments of the city and should appropriately be paid for by the charging and collection of related user fees.

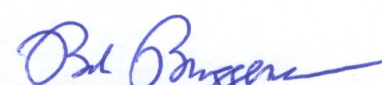
SECTION 2: That the Master Fee List will be reviewed annually and adjustments made to further align the user fee revenues with the costs of providing the designated services or city council directed percentages of the total costs of providing the designated service.

SECTON 3: That this Resolution shall be in full force and effect from and after adoption of this resolution.

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:41 p.m.

Attachment: Reso. 2015-056 signed (1314 : Res. No. 2015-056 Adoption of FY16 Master Fee List)

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

Once the fee schedule is adopted FY15 fees remain in affect until replaced by the new schedule of fees. No refunds of FY15 Fees are authorized.

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)

Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
1	Extraordinary Event Cost Recovery Fee				An invoice may be sent by the City to any individual, organization or entity to recapture the cost of staff time, materials and supplies, and other costs related to an event, item or activity which is not considered a service provided to the general population in the normal and ordinary course of the City's operation.	All Departments/Offices		
2	Returned Checks	\$30.00	\$30.00	Each check	NSF -Non-Sufficient Funds	All Departments/Offices		
3	Coin Operated Machine Permit	\$15.00	\$15.00	Per Coin Operated Machine	Maximum \$250.00	City Secretary	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
4	Annual Special Event Permit	\$100.00	\$100.00	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
5	Daily Special Event Permit	\$0.00	\$30.00	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
6	Transient Dealer Precious Metal Permit	\$250.00	\$250.00	Each	For 30 Days	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
7	Alcoholic Beverage Permit: Beer Off-Premise (BF)	\$60.00	\$60.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
8	Alcoholic Beverage Permit: Wine & Beer Off-Premise (BO)	\$60.00	\$60.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
9	Alcoholic Beverage Permit: Beer On-Premise (BE)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
10	Alcoholic Beverage Permit: Wine & Beer Retailer (BG)	\$175.00	\$175.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
11	Alcoholic Beverage Permit: Wine & Beer Retailer On-Premise Late Hours (BL)	\$250.00	\$250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
12	Alcoholic Beverage Permit: Brewpub License (BP)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
13	Alcoholic Beverage Permit: Package Store (P)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
14	Alcoholic Beverage Permit: Wine Only Package Store (O)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
15	Alcoholic Beverage Permit: General Class B Wholesaler (X)	\$300.00	\$300.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
16	Alcoholic Beverage Permit: Importer's License (BI)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
17	Alcoholic Beverage Permit: Importer's Carrier's License (BJ)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
18	Alcoholic Beverage Permit: Beer Manufacturer's License (BA)	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
19	Alcoholic Beverage Permit: Brewer (B)	\$1,500.00	\$1,500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
20	Alcoholic Beverage Permit: Local Distributor (to sell to private clubs) (LP)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
21	Alcoholic Beverage Permit: Branch Distributor (BC)	\$75.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
22	Alcoholic Beverage Permit: Wholesaler (W)	\$1,875.00	\$1,875.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
23	Alcoholic Beverage Permit: General Distributors (BB)	\$300.00	\$300.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
24	Alcoholic Beverage Permit: Food and Beverage Certificate (FB)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900

FY16 Master Fee List - Version 2 (following 2nd Workshop)

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
25	Alcoholic Beverage Permit: Caterer's Permit (CB)	\$500.00	\$500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
26	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - Original	\$3,000.00	\$3,000.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
27	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 1st Renewal	\$2,250.00	\$2,250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
28	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 2nd Renewal	\$1,500.00	\$1,500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
29	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 3rd and all Subsequent Renewals	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
30	Alcoholic Beverage Permit: Public Storage (K)	\$100.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
31	Alcoholic Beverage Permit: Beverage Cartage (PE)	\$20.00	\$20.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
32	Alcoholic Beverage Permit: Private Carrier (O)	\$30.00	\$30.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
33	Alcoholic Beverage Permit: Package Store Tasting (PS)	\$25.00	\$25.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
34	Alcoholic Beverage Permit: Mixed Beverage Restaurant (RM)	\$750.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal (collect 3rd year and after issuance of license)	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
35	Alcoholic Beverage Permit: Mixed Beverage Late Hours (LB)	\$150.00	\$150.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
36	Motor Vehicle Junk Yard or Business Permit	\$50.00	\$50.00	Each	Annual	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
37	Open Records Information: Copies (letter & legal)	\$0.10	\$0.10	Per Page	Note: \$1.00 Fee to Replace Lost Permit	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
38	Open Records Information: Copies over 50 pages	\$0.10	\$0.10	Per Page		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
39	Open Records Information: Copies (Oversize 11" x 17")	\$0.50	\$0.50	Per Page	Plus Labor charge prorated and overhead charge	Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
40	Open Records Information: Computer	\$0.10	\$0.10	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
41	Open Records Information: Diskette	\$1.00	\$1.00	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
42	Open Records Information: VHS video	\$2.50	\$2.50	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
43	Open Records Information: Audio Cassette	\$1.00	\$1.00	Each		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
44	Open Records Information: CD	\$1.00	\$1.00	Per clock hour		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
45	Open Records Information: Maps/D Size	\$2.00	\$2.00	Sheet paper		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
46	Open Records Information: Maps/D Size	\$3.00	\$3.00	Sheet film		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
47	Open Records Information: Maps/E Size	\$3.00	\$3.00	Sheet paper		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900
48	Open Records Information: Maps/E Size	\$4.00	\$4.00	Sheet film		Administration	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3900

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
49	Open Records Information: Other				Note: Any other charges for public information not listed will be as defined in Chapter III, Subchapter C of the Texas Administrative Code. When applicable, labor cost will be added to open records requests and will be billed at \$15/hour plus a 20% overhead charge.	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
50	Airport Operations, Maintenance and Improvement Fee - Residential 1 *	\$0.00		Monthly	Collected via Utility Statement when water use less than 6,000 gallons (Residential)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
51	Airport Operations, Maintenance and Improvement Fee - Residential 2 *	\$0.00		Monthly	Collected via Utility Statement when water use exceeds 6,000 gallons (Residential)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
52	Airport Operations, Maintenance and Improvement Fee - Commercial 1 *	\$0.00		Monthly	Collected via Utility Statement when water use is less than 4,000 gallons (Commercial)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
53	Airport Operations, Maintenance and Improvement Fee - Commercial 2 *	\$0.00		Monthly	Collected via Utility Statement when water use exceeds 4,000 gallons (Commercial)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
54	Dog & Cat Registration (Unaltered) *	\$30.00	\$30.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
55	Dog & Cat Registration (Altered) *	\$10.00	\$10.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
56	Dog & Cat Late Registration or Fail to Register *	\$15.00	\$15.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
57	Dog & Cat Registration - Replacement Tag *	\$5.00	\$5.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
58	Reclaim Impounded Animal	\$90.00	\$90.00	Per Pet		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
59	Birth Certificates	\$23.00	\$23.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
60	Death Certificates	\$21.00	\$21.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
61	Death Certificates (additional copies)	\$4.00	\$4.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
62	Abstract Poly Envelope	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
63	Long Poly Envelope	\$3.00	\$3.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
64	Mail Request: Shipping & Handling Fee	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
65	Credit/debit card payment	\$2.50	\$2.50	Each Transaction		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
66	Garage Sale Permit	\$5.00	\$5.00	Each	In Addition to certificate fees	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
67	Estate Sale	\$20.00	\$20.00	Each	3-day/max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
68	Iterate Vendor Permit	\$100.00	\$100.00	Each	3-days/Max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
69	Incident Report Copies	\$5.00	\$5.00	Per Report	\$10.00 each additional permit for same sales group 1-year permit	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
70	Fire Inspection Service: Nursing Home	\$150.00	\$150.00	Annual Fee	Fire Department calls only	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
71	Fire Inspection Service: Day Care	\$75.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
72	Fire Inspection Service: Group Home	\$75.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
73	Fire Inspection Service: Hospital	\$350.00	\$350.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
74	Fire Inspection Service: Hotel/Motel - Base	\$0.00	\$25.00	Annual Fee	Includes two inspections, performed semi-annually, \$25 base fee plus \$5 per room inspected	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
75	Fire Inspection Service: Hotel/Motel - Per Room	\$0.00	\$5.00	Annual Fee	Includes two inspections, performed semi-annually, \$25 base fee plus \$5 per room inspected	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
76	Fire Inspection Service: First Re-Inspection	\$50.00	\$0.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
77	Fire Inspection Service: 2nd and subsequent re-inspections	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
78	Fire Inspection Service: After Hours Inspection (Minimum 2 hr.)	\$75.00	\$75.00	Per hour		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
79	Water Fill / Truck Only	\$25.00	\$25.00	Per Order		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
80	Fire Inspection Service: Home Safety Inspection	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
81	Fire Inspection Service: Foster Home Inspection	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
82	Permit: Fire Alarm Commercial	\$100.00	\$100.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
83	False Alarm Fee - Commercial: 4-6 Alarms	\$50.00	\$50.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
84	False Alarm Fee - Commercial: 7 and more	\$75.00	\$75.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
85	Permit: Fire Alarm Residential	\$50.00	\$0.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
86	False Alarm Fee - Residential: 4-6 Alarms	\$35.00	\$35.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
87	False Alarm Fee - Residential: 7 and more	\$45.00	\$45.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
88	Permit: Fixed Fire Extinguishing System	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
89	Permit: Sprinkler/Standpipe	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
90	Permit: Installation/Removal of UST's	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
91	Permit: Open Burning (not recreational)	\$1,000.00	\$1,000.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
92	Permit: Recreational Burning	\$50.00	\$50.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
93	Permit: Fireworks	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
94	Response: Hazardous Materials	110%	110%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
95	Response: Technical Rescue	110%	110%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
96	Inspection Service: Pool (each body of water)	\$100.00	\$100.00	Annual Fee		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
97	Inspection Service: Pool Late Fee (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
98	Inspection Service: Pool 1st Re-inspection (each body of water)	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263
99	Inspection Service: Pool Subsequent Re-inspections (each body of water/each additional inspection - incremental increase in fee)	\$100.00	\$100.00	Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3263

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
100	Inspection Service: Pool Complaint (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
101	Inspection Service: Pool Reinstatement (each body of water)	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
102	Heath Service Inspection: Food Service w/1-5 employees	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
103	Health Service Inspection: Food Service w/6-10 employees	\$300.00	\$300.00	Annual Fee		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
104	Health Service Inspection: Food Service w/11 or more employees	\$325.00	\$325.00	Annual Fee		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
105	Health Service Inspection: Food Service each Public & Private School	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
106	Health Service Inspection: Food Service for each Non-Profit	\$75.00	\$75.00	Annual Fee	Complaint Inspection, reinstatement & re-inspection fees apply	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
107	Health Service Inspection: Day Care Food Service	\$100.00	\$100.00	Annual Fee	Per Day Care	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
108	Health Service Inspection: Day Care Non-Food Service	\$50.00	\$50.00	Annual Fee	Per Day Care	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
109	Health Service Inspection: Foster Home	\$40.00	\$40.00	Bi-annual		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
110	Health Service Inspection: Adoption	\$40.00	\$40.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
111	Health Service Inspection: Temporary Event	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
112	Health Service Inspection: Seasonal Permit	\$100.00	\$100.00	Each	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
113	Health Service Inspection: Mobile Food Unit	\$200.00	\$200.00	Annual Fee	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
114	Health Service Inspection: Late fee	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
115	Health Service Inspection: Complaint Inspection	\$50.00	\$50.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
116	Health Service Inspection: 1st Re-inspection	\$100.00	\$100.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
117	Health Service Inspection: Subsequent Re-inspections			Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
118	Health Service Inspection: Reinstatement	\$150.00	\$150.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
119	Health Service Inspection: Duplicate Permit	\$20.00	\$20.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
120	Copy: Texas Food Establishment Rules (picked up)	\$25.00	\$25.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
121	Copy: Texas Food Establishment Rules (mailed)	\$30.00	\$30.00	Each		Environmental Services Unit	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3263
122	Immunization: Child Administrative Fee	\$12.00	\$12.00	Per Visit	No Family Maximum - No charge for Texas Medicaid Children	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
123	Immunization: Adult Administrative Fee	\$15.00	\$15.00	Per Visit		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
124	Copy: Shot Record	\$2.00	\$2.00	Each		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
125	Immunization: Private Purchase Flu vaccine	\$20.00	\$20.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
126	Immunization: Private Purchase Pneumonia vaccine	\$75.00	\$75.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
127	Health Service: Pregnancy Testing	\$10.00	\$10.00	Limited basis	Further Assistance Available	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
128	Health Service: Tuberculosis Skin Test for Employment	\$15.00	\$15.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
129	Health Service: Health Card Renewal	\$10.00	\$10.00	Per Card		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
130	Health Service: Blood Sugar (Finger Stick)	\$10.00	\$10.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
131	Notary Fee	\$5.00	\$5.00	Per Service		Human Resources Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3917
132	Residential Building Permit (Base) - New Single Family, Duplex Dwelling, or Manufactured Home Up to and including 1,200 Square Feet	\$500.00		Per Dwelling	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
133	Residential Building Permit (Variable) - New Single Family, Duplex Dwelling, or Manufactured Home Over 1,200 Square Feet (Base + Variable)	\$0.25		Per square foot over 1,200 SF	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
134	Residential Building Permit - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc.) up to and including 400 square feet	\$240.00		Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
135	Residential Building Permit (Base) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc.) exceeding 400 square feet up to an including 1,200 square feet	\$500.00		Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
136	Residential Building Permit (Variable) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc.) exceeding 400 square feet up to an including 1,200 square feet (Base + Variable)	\$0.25		Per square foot over 1,200 SF		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
137	Residential Building Permit (Base) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
138	Residential Building Permit (Variable) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$0.25		Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
139	Residential Building Permit (Base) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
140	Residential Building Permit (Variable) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$0.25		Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
141	Residential Building Permit - Alteration, Change Out or Individual Trade	\$75.00		Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
142	Residential Building Permit - Electrical or Gas Utility (optional)	\$75.00		Each Trade	Temporary Power or Mechanical	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
143	Residential Building Permit (Base) - Modular Unit & Dwelling Moved On (Base + Variable)	\$75.00		Each Trade		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
144	Residential Building Permit (Variable) - Modular Unit & Dwelling Moved On (Base + Variable)	\$0.25		Per Square Foot		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
145	Residential Building Permit - Multi-Family Dwelling (units available for individual ownerships)	\$450.00		Per Living Unit		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
146	Residential Building Permit		\$0.50	Per Square Foot	1. New SF, DD, MH and MF including units available for individual ownership; 2. Additions including but not limited to: bedrooms, bathrooms, screened porch, sunrooms and etc. ; 3. Attached Accessory Structure including but not limited to: deck, garage, open porch and etc. ; 4. All space measured including heated and unheated space.	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
147	Residential Re-Inspection Fee	\$25.00	\$25.00	All Trades	Does not include "Missed Appointment"	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
148	Non-Residential Building Permit: Cost of Construction up to \$2,500	\$150.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
149	Non-Residential Building Permit: Cost of Construction \$2,501 - \$7,500	\$200.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
150	Non-Residential Building Permit: Cost of Construction \$7,501 - \$15,000	\$300.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
151	Non-Residential Building Permit: Cost of Construction \$15,001 - \$25,000	\$400.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
152	Non-Residential Building Permit: Cost of Construction \$25,001 - \$50,000	\$650.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
153	Non-Residential Building Permit: Cost of Construction \$50,001 - \$100,000	\$1,300.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
154	Non-Residential Building Permit: Cost of Construction \$100,001 - \$200,000	\$2,600.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
155	Non-Residential Building Permit: Cost of Construction \$200,001 - \$350,000	\$4,000.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
156	Non-Residential Building Permit: Cost of Construction \$350,001 - \$500,000	\$5,500.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
157	Non-Residential Building Permit: Cost of Construction \$500,001 - \$750,000	\$7,500.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
158	Non-Residential Building Permit (Base): Cost of Construction \$750,001 - \$1,000,000	\$9,500.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
159	Non-Residential Building Permit (Variable): Cost of Construction over \$1,000,000 (Base + Variable)	0.18%		All Cost over \$1,000,000	\$9,500 + 0.18% (.0018)	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
160	Non-Residential Building Permit		See Last Page	Each	See table and chart at the end of this list	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
161	Application Plan Review Fee: Residential	\$75.00	\$50.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
162	Application Plan Review Fee: Non-Residential	\$300.00	\$300.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912

FY16 Master Fee List - Version 2 (following 2nd Workshop)

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
163	Residential: Re-Review Plan or Change	\$50.00	\$50.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
164	Non-Residential: Re-Review Plan or Change	\$150.00	\$150.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
165	Non-Residential: Re-Inspection Fee	\$75.00	\$50.00	Each Trade	Increases at \$25 rate per failed inspection, thus increasing to \$75, \$100, \$125 and etc... Does not include "Missed Appointment"	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
166	Inspections Outside City Limits - Inside ETJ	\$150.00	\$150.00	Each	Per Request from owner/contractor	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
167	Residential Irrigation Fee (Permit Only)	\$75.00	\$75.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
168	Non-Residential: Irrigation Fee	\$150.00	\$150.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
169	Demolition Permit	\$150.00	\$150.00	Each	Performance Bond/cashiers check Required	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
170	Non-Residential: Temporary Electrical Power	\$75.00	\$75.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
171	Work Performed without Permit			Each	Double Fee	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
172	Record Retrieval	\$60.00	\$60.00	Each Request	Pulling closed files, plans and etc...	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
173	Replacement of Certificate of Occupancy Card	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
174	Re-stamp Previously Approved Plans	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
175	Permit Renewal of Expired Plans	0.25%	0.25%	Each	25% of original permit fee	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
176	Failure to Pick-up Permit within 60 days of Approval				Forfeit Fees	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
177	Refund Fee for Non-expired Permits	\$75.00	\$75.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
178	Refund Fee for Expired Permits				Forfeit Fees	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
179	Weekend/After Office Hours Inspection Fee	\$75.00	\$75.00	Per Hour	Minimum of 3 hours	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
180	Miscellaneous Inspection	\$75.00	\$75.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
181	Construction or Work Site Trailer	\$250.00	\$250.00	Per Trailer	Includes piers, tie-downs, steps, decks, electrical, plumbing, and mechanical	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
182	Minimum Inspection Miscellaneous Permit Fee	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
183	Builders & Mechanical Contractors (Plumbing, Electric, HVAC) Registration Fee	\$30.00	\$30.00	One time	Expiration or cancellation of license or insurance re-registration is \$30	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
184	Driveway Permit	\$20.00	\$20.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
185	Swimming Pool Permit	\$125.00	\$125.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
186	Tent Permit	\$50.00	\$50.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
187	Sign Permit (Base) up to 30 Square Feet	\$120.00		Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
188	Sign Permit (Variable) over 30 Square Feet	\$4.00		Per Square Foot	Base + Variable (for each SF over 30 SF)	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
189	Sign Permit for basic/simple sign		\$70.00	Each	Simple Sign including but not limited to: Wall Mounted, Free Standing, Monument, or Pole - No electric power	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
190	Sign Permit for sign with electric power		\$100.00	Each	Simple Sign including but not limited to: Wall Mounted, Free Standing, Monument, or Pole with electric power	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
191	Sign Permit for sign with electronic messaging (CVEMS) less than or equal to 50 Square Feet		\$125.00	Each	CVEMS including but not limited to: Wall Mounted, Free Standing, Monument, or Pole	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
192	Sign Permit for sign with electronic messaging (CVEMS) greater than 50 Square Feet		\$150.00	Each	CVEMS including but not limited to: Wall Mounted, Free Standing, Monument, or Pole	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
193	Sign Permit-Banner	\$10.00	\$10.00	Each	or \$100 per year for one banner sign per month	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
194	Sign Permit Promotional/Grand Opening	\$75.00	\$75.00	Each	Maximum Promotional 90 days; Grand Opening two weeks	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3913
195	Billboard/Off Premise advertising sign *	\$500.00	\$500.00	Per Year		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
196	Cell Tower Permit	\$650.00	\$650.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
197	Co-location Antenna on Cell Tower Permit	\$100.00	\$100.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
198	Basic Electrical Rough-In or General Repairs Permit (up to 4 circuits)	\$20.00	\$20.00	Permit		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
199	Additional Electrical Rough-In or General Repairs Permit (5 - 16 circuits) (Basic + Additional)	\$2.00	\$2.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
200	Additional Electrical Rough-In or General Repairs Permit (More than 16 circuits) (Basic + Additional 1 + Additional 2)	\$1.50	\$1.50	Additional Circuit Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
201	Restore/Repair Electrical Service Permit (100 amp)	\$17.00	\$17.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
202	Restore/Repair Electrical Service Permit (200 amp)	\$18.50	\$18.50	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
203	Restore/Repair Electrical Service Permit (400 amp)	\$22.50	\$22.50	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
204	Restore/Repair Electrical Service Permit (600 amp)	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
205	Restore/Repair Electrical Service Permit (Greater than 600 amp)	\$35.00	\$35.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
206	Other General Electrical Repair Permit	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
207	Electric Power Permit for Sign	\$25.00	\$25.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
208	Placement of Temporary Pole for Electrical Power Permit	\$15.00	\$15.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
209	Appeal Concerning Electrical Code Filing Fee	\$50.00	\$50.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
210	Plumbing Permit Water (Installation or Replacement of Fixtures, Water Heater, Foot Spa, and etc.... Including general repair of water system)	\$20.00	\$10.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
211	Plumbing Permit: Sewer Line or Tap	\$20.00	\$20.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
212	Plumbing Permit Gas (Basic) (up to 4 openings)	\$20.00	\$10.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
213	Plumbing Permit Gas (Additional) (Greater than 4 openings) (Basic + Additional)	\$1.00	\$1.00	Each (over 4)		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
214	Plumbing Permit Irrigation: PRZ installation	\$10.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
215	Plumbing Permit Irrigation (Basic) (1-5 heads)	\$8.00	\$8.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
216	Plumbing Permit Irrigation (Additional) (More than 5 heads) (Basic + Additional)	\$0.60	\$0.60	Each Additional Head		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
217	Plumbing Permit Miscellaneous (Backflow, Grease Trap, Sand/Oil Separator and etc...)	\$20.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
218	HVAC Permit: Residential Air Installation/Replacement	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
219	HVAC Permit: Commercial Air Installation/Replacement (Basic) (100 Tons or less) (Minimum \$25)	\$1.20	\$1.20	Per Ton		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
220	HVAC Permit: Commercial Air Installation/Replacement (Additional) (over 100 Tons)(Basic + Additional)	\$0.60	\$0.60	Per Ton over 100 Tons		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
221	HVAC Permit: Commercial Heat (33,000 - 165,000 BTU)	\$12.00	\$12.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
222	HVAC Permit: Commercial Heat (165,001 - 330,000 BTU)	\$24.00	\$24.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
223	HVAC Permit: Commercial Heat (330,001 - 1,165,000 BTU)	\$36.00	\$36.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
224	HVAC Permit: Commercial Heat (1,165,001 - 3,300,000 BTU)	\$60.00	\$60.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
225	HVAC Permit: Commercial Heat (over 33,300,000 BTU)	\$84.00	\$84.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
226	Library Membership Texarkana AR/TX Residents	\$0.00	\$0.00	Each		Library	600 West 3 rd Street	903-794-2149
227	Library Membership Non-Texarkana Resident	\$20.00	\$20.00	Annual Fee		Library	600 West 3 rd Street	903-794-2149
228	Library Overdue Fines (Books and Compact Discs)	\$0.25	\$0.25	Per Calendar Day	Up to the cost of the book or compact discs. Return stops the fine accumulation.	Library	600 West 3 rd Street	903-794-2149
229	Library Overdue Fines (Videos, DVD or Playaway)	\$2.00	\$2.00	Per Calendar Day	Until the return, up to the cost of the videos, DVD or Playaway.	Library	600 West 3 rd Street	903-794-2149
230	Library card replacement	\$1.00	\$1.00	Per Replacement	Lost unexpired library card	Library	600 West 3 rd Street	903-794-2149
231	Library: Ear buds	\$1.00	\$1.00	Per Set		Library	600 West 3 rd Street	903-794-2149
232	Library: Memory Sticks (flash drive)	\$5.00	\$5.00	Per Drive		Library	600 West 3 rd Street	903-794-2149
233	Library Bag (Plastic)	\$0.50	\$0.50	Per Bag		Library	600 West 3 rd Street	903-794-2149
234	Library Bag (Canvas)	\$7.50	\$7.00	Per Bag		Library	600 West 3 rd Street	903-794-2149
235	Library: Use of Typewriter	\$0.50	\$0.50	Per 1/2 Hour		Library	600 West 3 rd Street	903-794-2149
236	Library: Case Replacement	\$1.00	\$1 - \$9	Per Case		Library	600 West 3 rd Street	903-794-2149
237	Library: Art Sleeve for case		\$1.00	Each		Library	600 West 3 rd Street	903-794-2149
238	Library: Due Date Card Replacement	\$1.00	\$1.00	Per Card		Library	600 West 3 rd Street	903-794-2149
239	Library: Photo copies (B&W)	\$0.15	\$0.15	Per Page		Library	600 West 3 rd Street	903-794-2149
240	Library: Photo copies (Color)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
241	Library: Texas Notary	\$1.00	\$1.00	Per Service		Library	600 West 3 rd Street	903-794-2149
242	Library: Fax Service Receiving	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
243	Library: Fax Service Sending (local)	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
244	Library: Fax Service Sending (long distance)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
245	Library: Fax Service Sending (International)		\$5.00	Per Page		Library	600 West 3 rd Street	903-794-2149
246	Library: Lamination				Inquire at Circulation Desk	Library	600 West 3 rd Street	903-794-2149

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
247	Library: David Nelson Meeting Room Rental	\$75.00	\$75.00	Per Rental	Non-Profit Organizations Exempt	Library	600 West 3 rd Street	903-794-2149
248	Municipal Court Technology Fees	\$4.00	\$4.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
249	Municipal Court Building Security Fees	\$3.00	\$3.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
250	Municipal Court Warrant Fee	\$50.00	\$50.00	Per Warrant		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
251	Park Pavilion Rental (Half Day)	\$15.00	\$15.00	Per Rental	8:00 AM - 2:45 PM or 3:00 PM to 10:00 PM	Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
252	Park Pavilion Rental (All Day)	\$25.00	\$25.00	Per Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
253	Ball Field Rental - Practice Game	\$20.00	\$20.00	Per Game		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
254	Ball Field Rental - Tournaments 1 Field	\$100.00	\$100.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
255	Ball Field Rental - Tournaments 2 Fields	\$175.00	\$175.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
256	Ball Field Rental - Tournaments 3 Fields	\$250.00	\$250.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
257	Ball Field Rental - Tournaments 4-5 Fields	\$300.00	\$300.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
258	Collins Senior Center Activity Room	\$75.00	\$75.00	Per Event		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
259	Collins Senior Center Meeting Room	\$25.00	\$25.00	Each Rental		Community Health	3222 W. 7th Street	903-798-3978
260	Southwest Center Multipurpose Room (GYM) Rental	\$0.00	\$0.00	Each Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
261	Southwest Center Multipurpose Room (GYM) Rental	\$150.00	\$150.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
262	Southwest Center Multipurpose Room (GYM) Rental	\$275.00	\$275.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
263	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
264	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
265	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
266	Southwest Center ABC Room Rental	\$75.00	\$75.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
267	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
268	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
269	Southwest Center Game/Activity Room Rental	\$50.00	\$50.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
270	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
271	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
272	Southwest Center Room A Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
273	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
274	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
275	Southwest Center Room C Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
276	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
277	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
278	Southwest Center Room C Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
279	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
280	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
	Southwest Center Room D Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
281	Application for Zoning Change (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
282	Application for Specific Use Permit (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
283	Application for Site Plan approval (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
284	Application for Site Plan Amendments (Base Fee) (Base + Variable)	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
285	Specific Use Permit Renewal (Base Fee) (Base + Variable)	\$100.00	\$100.00	Per Permit		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
286	Application fee for Amendment to Zoning Ordinance	\$250.00	\$250.00	Per Amendment		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
287	Variances Requests (ZBA)(Base Fee) (Base + Variable)	\$150.00	\$150.00	Per Application		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
288	Historic District Certificate of Appropriateness	\$75.00	\$75.00	Per Applicant		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
289	Subdivision Plats - preliminary (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Plat		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
290	Subdivision Plats - final (Base Fee) (Base + Variable Deposit)	\$200.00	\$200.00	Per Plat		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
291	Subdivision Plats - re-approval (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Re-approval		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
292	Subdivision Replats (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Replat		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945
293	Subdivision Plat - Vacated (Base Fee)	\$0.00	\$100.00		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945	
294	Subdivision Plat - amendments (Base Fee) (Base + Variable Deposit)	\$100.00	\$100.00	Per Amendment		Planning and Community Development Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3945

FY16 Master Fee List - Version 2 (following 2nd Workshop)

Fees to be effective 1 OCT 15

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
295	Subdivision Minor Plats (Base Fee) (Base + Variable Deposit)	\$50.00	\$50.00	Per Minor Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
296	Deposit for Variable Fees	\$2000.00	\$0.00	Per Application	(Variable costs include the costs such as advertising, mailing notices, sign manufacturing and posting and etc...) Unused deposit will be returned to petitioner once the final decision is rendered. If variable costs exceed the deposit amount the difference is required to be paid in full prior to issuance of the permit or other required document.	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
297	Zoning Verification Document	\$25.00	\$25.00	Each		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
298	Voluntary Annexation Application Fee	\$500.00	\$500.00	Each Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
299	Street Name Change Application Fee	\$500.00	\$500.00	Per request	Additional cost for new signage	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
300	Street/Alley/Public ROW Abandonment Application Fee	\$2,000.00	\$500.00	Per request	All associated costs including Quit claim deeds and any legal work will be applicant's responsibility	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
301	Utility Easement Abandonment Application Fee	\$500.00	\$500.00	Per request	All associated costs including Quit claim deeds and any legal work will be applicant's responsibility	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
302	Central Records and Communications	\$10.00	\$10.00	Per Copy or 911 Recording		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
303	Police: Accident Report	\$5.00	\$5.00	Copy of Report	Front and back pages	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
304	Police: Offense Report	\$5.00	\$5.00	Copy of Report	Front page only	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
305	Police: Criminal History	\$10.00	\$10.00	Each	Must show two forms of ID	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
306	Police: Certification of any Report	\$5.00	\$5.00	Each	Added to the cost of the report	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
307	Burglar Alarm Permits – Residential	\$35.00	\$35.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
308	Burglar Alarm Permits – Commercial	\$75.00	\$75.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
309	Burglar Alarm Permits – late renewal (30 days or less late)	\$20.00	\$20.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
310	Burglar Alarm Permits -- late renewal (more than 30 days late)	\$40.00	\$40.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
311	False Alarm Fees	\$50.00	\$50.00	Each alarm	Per alarm after 6 alarms in any 12 month period	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
312	Wrecker Permits	\$20.00	\$20.00	Per wrecker	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
313	Vehicle Storage Facility	\$50.00	\$50.00	Per facility	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
314	Taxi Permits	\$40.00	\$40.00	Per taxicab	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
315	Sexually Oriented Business	\$400.00	\$400.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
316	Youth Club/Dance Hall Permit	\$100.00	\$100.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
317	Water Service Connection	\$10.00	\$15.00	Each	Water Service Initiation	TWU	801 Wood Street	903-798-3800
318	Water Meter Disconnect	\$10.00	\$15.00	Each	Discontinue Service	TWU	801 Wood Street	903-798-3800
319	Water Service Transfer	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
320	Late Service Charge -- Non-Payment	10%	10%	On billed amount	If not paid by Due Date	TWU	801 Wood Street	903-798-3800
321	After Hours Service Call to reinstate water service	\$25.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
322	Non Payment Service Charge	\$20.00	\$35.00	Each	if not paid by disconnect date	TWU	801 Wood Street	903-798-3800
323	Water meter reread initiated by Customer	\$10.00	\$10.00	Each	No charge if initiated by TWU	TWU	801 Wood Street	903-798-3800
324	Water meter testing initiated by Customer	\$30.00	\$30.00	Each	Meters two inches & smaller	TWU	801 Wood Street	903-798-3800
325	Water meter testing initiated by Customer (Cost plus %)	10%	10%	Each	Meters larger than two inches	TWU	801 Wood Street	903-798-3800
326	Water meter Tampering	\$35.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
327	Unauthorized Water Connection Inserted	\$35.00	\$100.00	Each		TWU	801 Wood Street	903-798-3800
328	Water meter Fees -- 5/8" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
329	Water meter Fees -- 1" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
330	Water: Single Register 2" (irrigation)	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
331	Inspection/Tapping Fee for Water Main	\$25.00	\$25.00	Each		TWU	801 Wood Street	903-798-3800
332	Bacteriological testing of water samples	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
333	Sanitary Sewer Availability Fee *	\$25.00	\$25.00	Monthly	Non-Connection when Sewer Connection is available to the property	TWU	801 Wood Street	903-798-3800
334	Sewer Surcharge -- Excessive Strength Wastes	\$0.10	\$0.10	TSS per pound		TWU	801 Wood Street	903-798-3800
335	Sewer Surcharge -- Excessive Strength Wastes	\$0.25	\$0.25	BOD per pound		TWU	801 Wood Street	903-798-3800
336	Industrial Wastewater Discharge Permit	\$300.00	\$300.00		Significant Discharger	TWU	801 Wood Street	903-798-3800
337	Industrial Wastewater Discharge Permit	\$200.00	\$200.00		Minor Discharger	TWU	801 Wood Street	903-798-3800
338	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Commercial Discharger	TWU	801 Wood Street	903-798-3800
339	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Intermittent Discharger	TWU	801 Wood Street	903-798-3800
340	Industrial Wastewater Discharge Permit	\$100.00	\$100.00		Transported Discharger	TWU	801 Wood Street	903-798-3800
341	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Non-Discharge	TWU	801 Wood Street	903-798-3800
342	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
343	Temporary Wastewater Discharge Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
344	Metered Discharge Treatment	\$0.05	\$0.05	Per Gallon		TWU	801 Wood Street	903-798-3800

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Item Number	SERVICE/PERMIT	FY15 RATE	FY16 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
345	Liquid Waste Transport Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
346	Septic Waste Dumping	\$50.00	\$50.00	Per 1,000 Gallons	Per Volume of Tank	TWU	801 Wood Street	903-798-3800
347	Delivery of Non-Domestic Waste to POTW							
347	Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
348	Septic Waste Manifest Books	\$12.00	\$12.00	Each		TWU	801 Wood Street	903-798-3800
349	Non-Residential Backflow Prevention Assembly Device	\$50.00	\$50.00	Per Year		TWU	801 Wood Street	903-798-3800
350	Backflow Assembly Text Booklet	\$6.00	\$6.00	Each		TWU	801 Wood Street	903-798-3800
351	Water Infrastructure Fee - Residential	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
352	Water Infrastructure Fee - Residential	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
353	Water Infrastructure Fee - Commercial	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
354	Water Infrastructure Fee - Commercial	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
355	Sales: Screened Compost	\$10.00	\$10.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
356	Sales: Screened Compost	\$2.00	\$2.00	Per bag (1-Cubic Foot)		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
357	Sales: Unscreened Compost	\$5.00	\$5.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
358	Sales: Wood Chips	\$8.00	\$8.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
359	Sales: Wood Chips	\$1.00	\$1.00	Per Bag (2-Cubic Foot)		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
360	Sales: Leaf Mulch	\$10.00	\$10.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860

Commercial Construction Building Permit Lookup Table -- Construction Value at \$1,000 Increments from \$1,000 to \$560,000													
Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
1,000	13	81,000	976	161,000	1,739	241,000	2,304	321,000	2,669	401,000	2,835	481,000	2,802
2,000	27	82,000	987	162,000	1,748	242,000	2,310	322,000	2,672	402,000	2,836	482,000	2,801
3,000	40	83,000	997	163,000	1,756	243,000	2,315	323,000	2,676	403,000	2,837	483,000	2,799
4,000	53	84,000	1,008	164,000	1,764	244,000	2,321	324,000	2,679	404,000	2,838	484,000	2,797
5,000	66	85,000	1,019	165,000	1,772	245,000	2,327	325,000	2,682	405,000	2,838	485,000	2,796
6,000	79	86,000	1,029	166,000	1,780	246,000	2,332	326,000	2,685	406,000	2,839	486,000	2,794
7,000	92	87,000	1,040	167,000	1,789	247,000	2,338	327,000	2,688	407,000	2,840	487,000	2,792
8,000	105	88,000	1,051	168,000	1,797	248,000	2,344	328,000	2,692	408,000	2,840	488,000	2,790
9,000	119	89,000	1,061	169,000	1,805	249,000	2,349	329,000	2,695	409,000	2,841	489,000	2,788
10,000	132	90,000	1,072	170,000	1,813	250,000	2,355	330,000	2,698	410,000	2,842	490,000	2,786
11,000	145	91,000	1,082	171,000	1,821	251,000	2,360	331,000	2,701	411,000	2,842	491,000	2,784
12,000	157	92,000	1,093	172,000	1,829	252,000	2,366	332,000	2,704	412,000	2,843	492,000	2,782
13,000	170	93,000	1,103	173,000	1,837	253,000	2,371	333,000	2,707	413,000	2,843	493,000	2,780
14,000	183	94,000	1,113	174,000	1,845	254,000	2,377	334,000	2,710	414,000	2,844	494,000	2,778
15,000	196	95,000	1,124	175,000	1,853	255,000	2,382	335,000	2,713	415,000	2,844	495,000	2,776
16,000	209	96,000	1,134	176,000	1,860	256,000	2,387	336,000	2,715	416,000	2,844	496,000	2,774
17,000	222	97,000	1,145	177,000	1,868	257,000	2,393	337,000	2,718	417,000	2,845	497,000	2,772
18,000	235	98,000	1,155	178,000	1,876	258,000	2,398	338,000	2,721	418,000	2,845	498,000	2,770
19,000	247	99,000	1,165	179,000	1,884	259,000	2,403	339,000	2,724	419,000	2,845	499,000	2,768
20,000	260	100,000	1,175	180,000	1,891	260,000	2,409	340,000	2,727	420,000	2,846	500,000	2,769
21,000	273	101,000	1,185	181,000	1,899	261,000	2,414	341,000	2,729	421,000	2,846	501,000	2,774
22,000	285	102,000	1,196	182,000	1,907	262,000	2,419	342,000	2,732	422,000	2,846	502,000	2,778
23,000	298	103,000	1,206	183,000	1,914	263,000	2,424	343,000	2,735	423,000	2,846	503,000	2,783
24,000	310	104,000	1,216	184,000	1,922	264,000	2,429	344,000	2,737	424,000	2,846	504,000	2,788
25,000	323	105,000	1,226	185,000	1,930	265,000	2,434	345,000	2,740	425,000	2,846	505,000	2,793
26,000	335	106,000	1,236	186,000	1,937	266,000	2,439	346,000	2,742	426,000	2,846	506,000	2,797
27,000	348	107,000	1,246	187,000	1,945	267,000	2,444	347,000	2,745	427,000	2,846	507,000	2,802
28,000	360	108,000	1,256	188,000	1,952	268,000	2,449	348,000	2,747	428,000	2,846	508,000	2,807
29,000	373	109,000	1,266	189,000	1,960	269,000	2,454	349,000	2,750	429,000	2,846	509,000	2,812
30,000	385	110,000	1,276	190,000	1,967	270,000	2,459	350,000	2,752	430,000	2,846	510,000	2,816
31,000	398	111,000	1,286	191,000	1,974	271,000	2,464	351,000	2,755	431,000	2,846	511,000	2,821
32,000	410	112,000	1,295	192,000	1,982	272,000	2,469	352,000	2,757	432,000	2,846	512,000	2,826
33,000	422	113,000	1,305	193,000	1,989	273,000	2,474	353,000	2,759	433,000	2,846	513,000	2,831
34,000	434	114,000	1,315	194,000	1,996	274,000	2,479	354,000	2,762	434,000	2,846	514,000	2,835
35,000	447	115,000	1,325	195,000	2,004	275,000	2,483	355,000	2,764	435,000	2,846	515,000	2,840
36,000	459	116,000	1,334	196,000	2,011	276,000	2,488	356,000	2,766	436,000	2,845	516,000	2,845
37,000	471	117,000	1,344	197,000	2,018	277,000	2,493	357,000	2,769	437,000	2,845	517,000	2,849
38,000	483	118,000	1,354	198,000	2,025	278,000	2,497	358,000	2,771	438,000	2,845	518,000	2,854
39,000	495	119,000	1,363	199,000	2,032	279,000	2,502	359,000	2,773	439,000	2,845	519,000	2,859
40,000	507	120,000	1,373	200,000	2,039	280,000	2,507	360,000	2,775	440,000	2,844	520,000	2,863
41,000	519	121,000	1,383	201,000	2,046	281,000	2,511	361,000	2,777	441,000	2,844	521,000	2,868
42,000	531	122,000	1,392	202,000	2,054	282,000	2,516	362,000	2,779	442,000	2,843	522,000	2,873
43,000	543	123,000	1,402	203,000	2,061	283,000	2,520	363,000	2,781	443,000	2,843	523,000	2,878
44,000	555	124,000	1,411	204,000	2,067	284,000	2,525	364,000	2,783	444,000	2,842	524,000	2,882
45,000	567	125,000	1,420	205,000	2,074	285,000	2,529	365,000	2,785	445,000	2,842	525,000	2,887
46,000	579	126,000	1,430	206,000	2,081	286,000	2,534	366,000	2,787	446,000	2,841	526,000	2,892
47,000	591	127,000	1,439	207,000	2,088	287,000	2,538	367,000	2,789	447,000	2,841	527,000	2,896
48,000	603	128,000	1,449	208,000	2,095	288,000	2,543	368,000	2,791	448,000	2,840	528,000	2,901
49,000	615	129,000	1,458	209,000	2,102	289,000	2,547	369,000	2,793	449,000	2,839	529,000	2,906
50,000	627	130,000	1,467	210,000	2,109	290,000	2,551	370,000	2,795	450,000	2,839	530,000	2,910
51,000	638	131,000	1,476	211,000	2,115	291,000	2,555	371,000	2,796	451,000	2,838	531,000	2,915
52,000	650	132,000	1,486	212,000	2,122	292,000	2,560	372,000	2,798	452,000	2,837	532,000	2,920
53,000	662	133,000	1,495	213,000	2,129	293,000	2,564	373,000	2,800	453,000	2,837	533,000	2,924
54,000	673	134,000	1,504	214,000	2,136	294,000	2,568	374,000	2,801	454,000	2,836	534,000	2,929
55,000	685	135,000	1,513	215,000	2,142	295,000	2,572	375,000	2,803	455,000	2,835	535,000	2,934
56,000	696	136,000	1,522	216,000	2,149	296,000	2,576	376,000	2,805	456,000	2,834	536,000	2,938
57,000	708	137,000	1,531	217,000	2,155	297,000	2,580	377,000	2,806	457,000	2,833	537,000	2,943
58,000	720	138,000	1,540	218,000	2,162	298,000	2,584	378,000	2,808	458,000	2,832	538,000	2,948
59,000	731	139,000	1,549	219,000	2,168	299,000	2,588	379,000	2,809	459,000	2,831	539,000	2,952
60,000	742	140,000	1,558	220,000	2,175	300,000	2,592	380,000	2,811	460,000	2,830	540,000	2,957
61,000	754	141,000	1,567	221,000	2,181	301,000	2,596	381,000	2,812	461,000	2,829	541,000	2,961
62,000	765	142,000	1,576	222,000	2,188	302,000	2,600	382,000	2,814	462,000	2,828	542,000	2,966
63,000	777	143,000	1,585	223,000	2,194	303,000	2,604	383,000	2,815	463,000	2,827	543,000	2,971
64,000	788	144,000	1,594	224,000	2,201	304,000	2,608	384,000	2,817	464,000	2,826	544,000	2,975
65,000	799	145,000	1,603	225,000	2,207	305,000	2,612	385,000	2,818	465,000	2,825	545,000	2,980
66,000	811	146,000	1,611	226,000	2,213	306,000	2,616	386,000	2,819	466,000	2,824	546,000	2,985
67,000	822	147,000	1,620	227,000	2,219	307,000	2,620	387,000	2,821	467,000	2,823	547,000	2,989
68,000	833	148,000	1,629	228,000	2,226	308,000	2,623	388,000	2,822	468,000	2,821	548,000	2,994
69,000	844	149,000	1,638	229,000	2,232	309,000	2,627	389,000	2,823	469,000	2,820	549,000	2,998
70,000	855	150,000	1,646	230,000	2,238	310,000	2,631	390,000	2,824	470,000	2,819	550,000	3,003
71,000	866	151,000	1,655	231,000	2,244	311,000	2,634	391,000	2,825	471,000	2,817	551,000	3,008
72,000	878	152,000	1,663	232,000	2,250	312,000	2,638	392,000	2,827	472,000	2,816	552,000	3,012
73,000	889	153,000	1,672	233,000	2,256	313,000	2,642	393,000	2,828	473,000	2,815	553,000	3,017
74,000	900	154,000	1,681	234,000	2,262	314,000	2,645	394,000	2,829	474,000	2,813	554,000	3,021
75,000	911	155,000	1,689	235,000	2,268	315,000	2,649	395,000	2,830	475,000	2,812	555,000	3,026
76,000	922	156,000	1,697	236,000	2,274	316,000	2,652	396,000	2,831	476,000	2,810	556,000	3,031
77,000	932	157,000	1,706	237,000	2,280	317,000	2,656	397,000	2,832	477,000	2,809	557,000	3,035
78,000	943	158,000	1,714	238,000	2,286	318,000	2,659	398,000	2,833	478,000	2,807	558,000	3,040

Commercial Construction Building Permit Lookup Table -- Construction Value at \$10,000 Increments from \$10,000 to \$5.6 Million													
Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
10,000	132	810,000	4,095	1,610,000	6,139	2,410,000	7,578	3,210,000	9,698	4,010,000	11,621	4,810,000	13,346
20,000	260	820,000	4,133	1,620,000	6,152	2,420,000	7,606	3,220,000	9,723	4,020,000	11,644	4,820,000	13,367
30,000	385	830,000	4,171	1,630,000	6,164	2,430,000	7,633	3,230,000	9,748	4,030,000	11,666	4,830,000	13,387
40,000	507	840,000	4,208	1,640,000	6,177	2,440,000	7,661	3,240,000	9,774	4,040,000	11,689	4,840,000	13,407
50,000	627	850,000	4,245	1,650,000	6,189	2,450,000	7,689	3,250,000	9,799	4,050,000	11,712	4,850,000	13,428
60,000	742	860,000	4,281	1,660,000	6,200	2,460,000	7,716	3,260,000	9,824	4,060,000	11,734	4,860,000	13,448
70,000	855	870,000	4,318	1,670,000	6,212	2,470,000	7,744	3,270,000	9,849	4,070,000	11,757	4,870,000	13,468
80,000	965	880,000	4,354	1,680,000	6,223	2,480,000	7,771	3,280,000	9,874	4,080,000	11,780	4,880,000	13,488
90,000	1,072	890,000	4,389	1,690,000	6,234	2,490,000	7,799	3,290,000	9,899	4,090,000	11,802	4,890,000	13,508
100,000	1,175	900,000	4,425	1,700,000	6,244	2,500,000	7,826	3,300,000	9,924	4,100,000	11,825	4,900,000	13,528
110,000	1,276	910,000	4,460	1,710,000	6,254	2,510,000	7,854	3,310,000	9,949	4,110,000	11,847	4,910,000	13,548
120,000	1,373	920,000	4,494	1,720,000	6,264	2,520,000	7,881	3,320,000	9,974	4,120,000	11,870	4,920,000	13,568
130,000	1,467	930,000	4,529	1,730,000	6,274	2,530,000	7,908	3,330,000	9,999	4,130,000	11,892	4,930,000	13,588
140,000	1,558	940,000	4,563	1,740,000	6,283	2,540,000	7,936	3,340,000	10,024	4,140,000	11,915	4,940,000	13,608
150,000	1,646	950,000	4,597	1,750,000	6,292	2,550,000	7,963	3,350,000	10,049	4,150,000	11,937	4,950,000	13,628
160,000	1,731	960,000	4,630	1,760,000	6,300	2,560,000	7,990	3,360,000	10,073	4,160,000	11,959	4,960,000	13,648
170,000	1,813	970,000	4,663	1,770,000	6,309	2,570,000	8,018	3,370,000	10,098	4,170,000	11,982	4,970,000	13,668
180,000	1,891	980,000	4,696	1,780,000	6,317	2,580,000	8,045	3,380,000	10,123	4,180,000	12,004	4,980,000	13,688
190,000	1,967	990,000	4,729	1,790,000	6,324	2,590,000	8,072	3,390,000	10,148	4,190,000	12,026	4,990,000	13,708
200,000	2,039	1,000,000	4,761	1,800,000	6,332	2,600,000	8,099	3,400,000	10,172	4,200,000	12,048	5,000,000	13,728
210,000	2,109	1,010,000	4,793	1,810,000	6,339	2,610,000	8,126	3,410,000	10,197	4,210,000	12,071	5,010,000	13,754
220,000	2,175	1,020,000	4,824	1,820,000	6,345	2,620,000	8,153	3,420,000	10,222	4,220,000	12,093	5,020,000	13,781
230,000	2,238	1,030,000	4,856	1,830,000	6,352	2,630,000	8,181	3,430,000	10,246	4,230,000	12,115	5,030,000	13,808
240,000	2,298	1,040,000	4,887	1,840,000	6,358	2,640,000	8,208	3,440,000	10,271	4,240,000	12,137	5,040,000	13,835
250,000	2,355	1,050,000	4,917	1,850,000	6,364	2,650,000	8,235	3,450,000	10,295	4,250,000	12,159	5,050,000	13,861
260,000	2,409	1,060,000	4,948	1,860,000	6,369	2,660,000	8,262	3,460,000	10,320	4,260,000	12,181	5,060,000	13,888
270,000	2,459	1,070,000	4,978	1,870,000	6,374	2,670,000	8,288	3,470,000	10,344	4,270,000	12,203	5,070,000	13,915
280,000	2,507	1,080,000	5,007	1,880,000	6,379	2,680,000	8,315	3,480,000	10,369	4,280,000	12,225	5,080,000	13,942
290,000	2,551	1,090,000	5,037	1,890,000	6,384	2,690,000	8,342	3,490,000	10,393	4,290,000	12,247	5,090,000	13,968
300,000	2,592	1,100,000	5,066	1,900,000	6,388	2,700,000	8,369	3,500,000	10,418	4,300,000	12,269	5,100,000	13,995
310,000	2,631	1,110,000	5,095	1,910,000	6,392	2,710,000	8,396	3,510,000	10,442	4,310,000	12,291	5,110,000	14,022
320,000	2,666	1,120,000	5,123	1,920,000	6,396	2,720,000	8,423	3,520,000	10,466	4,320,000	12,313	5,120,000	14,049
330,000	2,698	1,130,000	5,151	1,930,000	6,399	2,730,000	8,450	3,530,000	10,491	4,330,000	12,335	5,130,000	14,075
340,000	2,727	1,140,000	5,179	1,940,000	6,402	2,740,000	8,476	3,540,000	10,515	4,340,000	12,356	5,140,000	14,102
350,000	2,752	1,150,000	5,207	1,950,000	6,405	2,750,000	8,503	3,550,000	10,539	4,350,000	12,378	5,150,000	14,129
360,000	2,775	1,160,000	5,234	1,960,000	6,407	2,760,000	8,530	3,560,000	10,563	4,360,000	12,400	5,160,000	14,155
370,000	2,795	1,170,000	5,261	1,970,000	6,409	2,770,000	8,556	3,570,000	10,588	4,370,000	12,422	5,170,000	14,182
380,000	2,811	1,180,000	5,288	1,980,000	6,411	2,780,000	8,583	3,580,000	10,612	4,380,000	12,443	5,180,000	14,209
390,000	2,824	1,190,000	5,314	1,990,000	6,412	2,790,000	8,609	3,590,000	10,636	4,390,000	12,465	5,190,000	14,236
400,000	2,834	1,200,000	5,340	2,000,000	6,415	2,800,000	8,636	3,600,000	10,660	4,400,000	12,487	5,200,000	14,262
410,000	2,842	1,210,000	5,366	2,010,000	6,444	2,810,000	8,662	3,610,000	10,684	4,410,000	12,508	5,210,000	14,289
420,000	2,846	1,220,000	5,391	2,020,000	6,473	2,820,000	8,689	3,620,000	10,708	4,420,000	12,530	5,220,000	14,316
430,000	2,846	1,230,000	5,416	2,030,000	6,502	2,830,000	8,715	3,630,000	10,732	4,430,000	12,551	5,230,000	14,342
440,000	2,844	1,240,000	5,441	2,040,000	6,531	2,840,000	8,742	3,640,000	10,756	4,440,000	12,573	5,240,000	14,369
450,000	2,839	1,250,000	5,465	2,050,000	6,560	2,850,000	8,768	3,650,000	10,780	4,450,000	12,594	5,250,000	14,396
460,000	2,830	1,260,000	5,489	2,060,000	6,588	2,860,000	8,795	3,660,000	10,804	4,460,000	12,616	5,260,000	14,422
470,000	2,819	1,270,000	5,513	2,070,000	6,617	2,870,000	8,821	3,670,000	10,828	4,470,000	12,637	5,270,000	14,449
480,000	2,804	1,280,000	5,537	2,080,000	6,646	2,880,000	8,847	3,680,000	10,851	4,480,000	12,658	5,280,000	14,476
490,000	2,786	1,290,000	5,560	2,090,000	6,675	2,890,000	8,874	3,690,000	10,875	4,490,000	12,680	5,290,000	14,502
500,000	2,769	1,300,000	5,583	2,100,000	6,703	2,900,000	8,900	3,700,000	10,899	4,500,000	12,701	5,300,000	14,529
510,000	2,816	1,310,000	5,606	2,110,000	6,732	2,910,000	8,926	3,710,000	10,923	4,510,000	12,722	5,310,000	14,556
520,000	2,863	1,320,000	5,628	2,120,000	6,761	2,920,000	8,952	3,720,000	10,946	4,520,000	12,744	5,320,000	14,582
530,000	2,910	1,330,000	5,650	2,130,000	6,789	2,930,000	8,978	3,730,000	10,970	4,530,000	12,765	5,330,000	14,609
540,000	2,957	1,340,000	5,671	2,140,000	6,818	2,940,000	9,004	3,740,000	10,994	4,540,000	12,786	5,340,000	14,636
550,000	3,003	1,350,000	5,693	2,150,000	6,846	2,950,000	9,030	3,750,000	11,017	4,550,000	12,807	5,350,000	14,662
560,000	3,049	1,360,000	5,714	2,160,000	6,875	2,960,000	9,057	3,760,000	11,041	4,560,000	12,828	5,360,000	14,689
570,000	3,095	1,370,000	5,735	2,170,000	6,903	2,970,000	9,083	3,770,000	11,065	4,570,000	12,849	5,370,000	14,716
580,000	3,140	1,380,000	5,755	2,180,000	6,932	2,980,000	9,109	3,780,000	11,088	4,580,000	12,871	5,380,000	14,742
590,000	3,185	1,390,000	5,775	2,190,000	6,960	2,990,000	9,135	3,790,000	11,112	4,590,000	12,892	5,390,000	14,769
600,000	3,229	1,400,000	5,795	2,200,000	6,989	3,000,000	9,160	3,800,000	11,135	4,600,000	12,913	5,400,000	14,796
610,000	3,274	1,410,000	5,814	2,210,000	7,017	3,010,000	9,186	3,810,000	11,158	4,610,000	12,934	5,410,000	14,822
620,000	3,318	1,420,000	5,833	2,220,000	7,045	3,020,000	9,212	3,820,000	11,182	4,620,000	12,954	5,420,000	14,849
630,000	3,362	1,430,000	5,852	2,230,000	7,074	3,030,000	9,238	3,830,000	11,205	4,630,000	12,975	5,430,000	14,876
640,000	3,405	1,440,000	5,871	2,240,000	7,102	3,040,000	9,264	3,840,000	11,229	4,640,000	12,996	5,440,000	14,902
650,000	3,448	1,450,000	5,889	2,250,000	7,130	3,050,000	9,290	3,850,000	11,252	4,650,000	13,017	5,450,000	14,929
660,000	3,491	1,460,000	5,907	2,260,000	7,158	3,060,000	9,315	3,860,000	11,275	4,660,000	13,038	5,460,000	14,956
670,000	3,533	1,470,000	5,925	2,270,000	7,187	3,070,000	9,341	3,870,000	11,298	4,670,000	13,059	5,470,000	14,982
680,000	3,575	1,480,000	5,942	2,280,000	7,215	3,080,000	9,367	3,880,000	11,322	4,680,000	13,079	5,480,000	15,009
690,000	3,617	1,490,000	5,959	2,290,000	7,243	3,090,000	9,392	3,890,000	11,345	4,690,000	13,100	5,490,000	15,035
700,000	3,659	1,500,000	5,976	2,300,000	7,271	3,100,000	9,418	3,900,000	11,368	4,700,000	13,121	5,500,000	15,062
710,000	3,70												

Commercial Construction Building Permit Lookup Table -- Construction Value at \$50,000 Increments from \$50,000 to \$25 Million													
Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee	Construction Cost	Permit Fee
50,000	627	4,050,000	11,712	8,050,000	21,758	12,050,000	31,895	16,050,000	41,583	20,050,000	50,824	24,050,000	59,616
100,000	1,175	4,100,000	11,825	8,100,000	21,887	12,100,000	32,018	16,100,000	41,701	20,100,000	50,936	24,100,000	59,723
150,000	1,646	4,150,000	11,937	8,150,000	22,017	12,150,000	32,142	16,150,000	41,820	20,150,000	51,049	24,150,000	59,830
200,000	2,039	4,200,000	12,048	8,200,000	22,146	12,200,000	32,266	16,200,000	41,938	20,200,000	51,161	24,200,000	59,937
250,000	2,355	4,250,000	12,159	8,250,000	22,275	12,250,000	32,390	16,250,000	42,056	20,250,000	51,274	24,250,000	60,044
300,000	2,592	4,300,000	12,269	8,300,000	22,405	12,300,000	32,513	16,300,000	42,174	20,300,000	51,386	24,300,000	60,151
350,000	2,752	4,350,000	12,378	8,350,000	22,534	12,350,000	32,637	16,350,000	42,292	20,350,000	51,499	24,350,000	60,258
400,000	2,834	4,400,000	12,487	8,400,000	22,663	12,400,000	32,760	16,400,000	42,410	20,400,000	51,611	24,400,000	60,364
450,000	2,839	4,450,000	12,594	8,450,000	22,792	12,450,000	32,884	16,450,000	42,527	20,450,000	51,723	24,450,000	60,471
500,000	2,769	4,500,000	12,701	8,500,000	22,921	12,500,000	33,007	16,500,000	42,645	20,500,000	51,835	24,500,000	60,577
550,000	3,003	4,550,000	12,807	8,550,000	23,049	12,550,000	33,130	16,550,000	42,763	20,550,000	51,947	24,550,000	60,684
600,000	3,229	4,600,000	12,913	8,600,000	23,178	12,600,000	33,253	16,600,000	42,880	20,600,000	52,059	24,600,000	60,790
650,000	3,448	4,650,000	13,017	8,650,000	23,307	12,650,000	33,376	16,650,000	42,998	20,650,000	52,171	24,650,000	60,897
700,000	3,659	4,700,000	13,121	8,700,000	23,436	12,700,000	33,499	16,700,000	43,115	20,700,000	52,283	24,700,000	61,003
750,000	3,862	4,750,000	13,224	8,750,000	23,564	12,750,000	33,622	16,750,000	43,233	20,750,000	52,395	24,750,000	61,109
800,000	4,057	4,800,000	13,326	8,800,000	23,693	12,800,000	33,745	16,800,000	43,350	20,800,000	52,506	24,800,000	61,215
850,000	4,245	4,850,000	13,428	8,850,000	23,821	12,850,000	33,868	16,850,000	43,467	20,850,000	52,618	24,850,000	61,321
900,000	4,425	4,900,000	13,528	8,900,000	23,949	12,900,000	33,991	16,900,000	43,584	20,900,000	52,730	24,900,000	61,427
950,000	4,597	4,950,000	13,628	8,950,000	24,078	12,950,000	34,113	16,950,000	43,701	20,950,000	52,841	24,950,000	61,533
1,000,000	4,761	5,000,000	13,728	9,000,000	24,206	13,000,000	34,236	17,000,000	43,818	21,000,000	52,952	25,000,000	61,639
1,050,000	4,917	5,050,000	13,861	9,050,000	24,334	13,050,000	34,359	17,050,000	43,935	21,050,000	53,064		
1,100,000	5,066	5,100,000	13,995	9,100,000	24,462	13,100,000	34,481	17,100,000	44,052	21,100,000	53,175		
1,150,000	5,207	5,150,000	14,129	9,150,000	24,590	13,150,000	34,604	17,150,000	44,169	21,150,000	53,286		
1,200,000	5,340	5,200,000	14,262	9,200,000	24,718	13,200,000	34,726	17,200,000	44,286	21,200,000	53,397		
1,250,000	5,465	5,250,000	14,396	9,250,000	24,846	13,250,000	34,848	17,250,000	44,402	21,250,000	53,508		
1,300,000	5,583	5,300,000	14,529	9,300,000	24,974	13,300,000	34,970	17,300,000	44,519	21,300,000	53,619		
1,350,000	5,693	5,350,000	14,662	9,350,000	25,101	13,350,000	35,092	17,350,000	44,635	21,350,000	53,730		
1,400,000	5,795	5,400,000	14,796	9,400,000	25,229	13,400,000	35,214	17,400,000	44,752	21,400,000	53,841		
1,450,000	5,889	5,450,000	14,929	9,450,000	25,357	13,450,000	35,336	17,450,000	44,868	21,450,000	53,952		
1,500,000	5,976	5,500,000	15,062	9,500,000	25,484	13,500,000	35,458	17,500,000	44,985	21,500,000	54,063		
1,550,000	6,054	5,550,000	15,195	9,550,000	25,612	13,550,000	35,580	17,550,000	45,101	21,550,000	54,173		
1,600,000	6,125	5,600,000	15,328	9,600,000	25,739	13,600,000	35,702	17,600,000	45,217	21,600,000	54,284		
1,650,000	6,189	5,650,000	15,461	9,650,000	25,866	13,650,000	35,824	17,650,000	45,333	21,650,000	54,394		
1,700,000	6,244	5,700,000	15,594	9,700,000	25,994	13,700,000	35,945	17,700,000	45,449	21,700,000	54,505		
1,750,000	6,292	5,750,000	15,727	9,750,000	26,121	13,750,000	36,067	17,750,000	45,565	21,750,000	54,615		
1,800,000	6,332	5,800,000	15,859	9,800,000	26,248	13,800,000	36,188	17,800,000	45,681	21,800,000	54,726		
1,850,000	6,364	5,850,000	15,992	9,850,000	26,375	13,850,000	36,310	17,850,000	45,797	21,850,000	54,836		
1,900,000	6,388	5,900,000	16,124	9,900,000	26,502	13,900,000	36,431	17,900,000	45,913	21,900,000	54,946		
1,950,000	6,405	5,950,000	16,257	9,950,000	26,629	13,950,000	36,552	17,950,000	46,028	21,950,000	55,056		
2,000,000	6,415	6,000,000	16,389	10,000,000	26,755	14,000,000	36,674	18,000,000	46,144	22,000,000	55,166		
2,050,000	6,560	6,050,000	16,522	10,050,000	26,882	14,050,000	36,795	18,050,000	46,259	22,050,000	55,276		
2,100,000	6,703	6,100,000	16,654	10,100,000	27,009	14,100,000	36,916	18,100,000	46,375	22,100,000	55,386		
2,150,000	6,846	6,150,000	16,786	10,150,000	27,135	14,150,000	37,037	18,150,000	46,490	22,150,000	55,496		
2,200,000	6,989	6,200,000	16,918	10,200,000	27,262	14,200,000	37,158	18,200,000	46,606	22,200,000	55,605		
2,250,000	7,130	6,250,000	17,050	10,250,000	27,388	14,250,000	37,279	18,250,000	46,721	22,250,000	55,715		
2,300,000	7,271	6,300,000	17,182	10,300,000	27,515	14,300,000	37,399	18,300,000	46,836	22,300,000	55,825		
2,350,000	7,411	6,350,000	17,314	10,350,000	27,641	14,350,000	37,520	18,350,000	46,951	22,350,000	55,934		
2,400,000	7,550	6,400,000	17,446	10,400,000	27,767	14,400,000	37,641	18,400,000	47,066	22,400,000	56,044		
2,450,000	7,689	6,450,000	17,578	10,450,000	27,894	14,450,000	37,761	18,450,000	47,181	22,450,000	56,153		
2,500,000	7,826	6,500,000	17,710	10,500,000	28,020	14,500,000	37,882	18,500,000	47,296	22,500,000	56,262		
2,550,000	7,963	6,550,000	17,841	10,550,000	28,146	14,550,000	38,002	18,550,000	47,411	22,550,000	56,372		
2,600,000	8,099	6,600,000	17,973	10,600,000	28,272	14,600,000	38,123	18,600,000	47,526	22,600,000	56,481		
2,650,000	8,235	6,650,000	18,104	10,650,000	28,398	14,650,000	38,243	18,650,000	47,640	22,650,000	56,590		
2,700,000	8,369	6,700,000	18,236	10,700,000	28,523	14,700,000	38,363	18,700,000	47,755	22,700,000	56,699		
2,750,000	8,503	6,750,000	18,367	10,750,000	28,649	14,750,000	38,483	18,750,000	47,870	22,750,000	56,808		
2,800,000	8,636	6,800,000	18,498	10,800,000	28,775	14,800,000	38,604	18,800,000	47,984	22,800,000	56,917		
2,850,000	8,768	6,850,000	18,630	10,850,000	28,901	14,850,000	38,724	18,850,000	48,099	22,850,000	57,026		
2,900,000	8,900	6,900,000	18,761	10,900,000	29,026	14,900,000	38,844	18,900,000	48,213	22,900,000	57,134		
2,950,000	9,030	6,950,000	18,892	10,950,000	29,152	14,950,000	38,963	18,950,000	48,327	22,950,000	57,243		
3,000,000	9,160	7,000,000	19,023	11,000,000	29,277	15,000,000	39,083	19,000,000	48,441	23,000,000	57,352		
3,050,000	9,290	7,050,000	19,154	11,050,000	29,402	15,050,000	39,203	19,050,000	48,556	23,050,000	57,460		
3,100,000	9,418	7,100,000	19,285	11,100,000	29,528	15,100,000	39,323	19,100,000	48,670	23,100,000	57,569		
3,150,000	9,546	7,150,000	19,415	11,150,000	29,653	15,150,000	39,442	19,150,000	48,784	23,150,000	57,677		
3,200,000	9,673	7,200,000	19,546	11,200,000	29,778	15,200,000	39,562	19,200,000	48,898	23,200,000	57,785		
3,250,000	9,799	7,250,000	19,677	11,250,000	29,903	15,250,000	39,681	19,250,000	49,011	23,250,000	57,894		
3,300,000	9,924	7,300,000	19,807	11,300,000	30,028	15,300,000	39,801	19,300,000	49,125	23,300,000	58,002		
3,350,000	10,049	7,350,000	19,938	11,350,000	30,153	15,350,000	39,920	19,350,000	49,239	23,350,000	58,110		
3,400,000	10,172	7,400,000	20,068	11,400,000	30,278	15,400,000	40,039	19,400,000	49,353	23,400,000	58,218		
3,450,000	10,295	7,450,000	20,199	11,450,000	30,403	15,450,000	40,158	19,450,000	49,466	23,450,000	58,326		
3,500,000	10,418	7,500,000	20,329	11,500,000	30,527	15,500,000	40,277	19,500,000	49,580	23,500,000	58,434		
3,550,000	10,539	7,550,000	20,459	11,550,000	30,652	15,550,000	40,397	19,550,000	49,693	23,550,000	58,542		
3,600,000	10,660	7,600,000	20,590	1									

City of Texarkana, Texas

Version: F

Update Date: 5/28/2015 10:02 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Ordinance No. 2015-032 amending PD-00-6(GR) for revised site plan approval to allow modification of existing signage on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road. Greg Bennett, applicant. Eddy Hackleman, agent. (Due to Planning and Zoning Commission denial, a 3/4 vote is required by the City Council to approve this request).

Subject:

Briefing: 6/8/2015 **Public Hearing:** **Second Briefing:** June 8, 2015 **Council Vote:** 6/22/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:****Executive Summary and Background Information:**

Amendment to PD-00-6(GR): This is a request by Greg Bennett, owner, and Eddy Hackleman, agent, for a revision to the existing site plan to allow sign modifications on Lot 2, No. 1 Ed (Minor Plat), located at 3502 and 3504 Richmond Road. The Sanctuary Spa and a vacant tenant space that was formerly occupied by Farmers Bank and Trust Mortgage Division is currently located on this property.

For background information, a sign modification was approved on November 12, 2012 to enlarge the existing sign which at that time was 60.83 sq. ft. to 90.83 square feet in size to accommodate a new tenant. That modification included a stipulation that "if the additional tenant leaves the building, the signage size is to revert back to maximum 80 sq. ft. in size." The current originally approved site plan allows for an 80 sq. ft. sign.

The applicant is now asking for another sign modification to increase the size to 10' 3" x 11' (113.3 sq. ft.) with the center cabinet being a Changeable Electronic Variable Message Sign (CEVMS). See attachments.

The Planning and Zoning Commission has not previously approved electronic messaging signage in a Planned Development district with the exception of Health Care Express located across the street which provides emergency care services. There are, however, other CEVMS type signage along this area of Richmond Road but the businesses with this type signage are not located in a Planned Development District.

Potential Options:

City of Texarkana, Texas

None

Fiscal Implications:

None

Staff Recommendation:

The signage at this location has already been increased more than the 80' sq. ft. signage that was approved with the original site plan and in order to not set a precedent for electronic signage in Planned Development Districts, staff recommends for denial of this request for sign modification.

If the Planning and Zoning Commission recommends for approval of this request, this sign as submitted replaces and rescinds all previous site plan sign regulations/modifications.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for denial of the request but with the following stipulation:

1. The existing sign that is 90.83 square feet in size can remain in place even if only one tenant occupies the building.

Due to denial by the Planning and Zoning Commission, a $\frac{3}{4}$ vote is required by the City Council to approve this request.

Advisory Board/Committee Meeting Date and Minutes:

March 2, 2015

Attachments

- a. Goals & Perspectives (DOCX)
- b. Ordinance No. 2015-032 (DOCX)
- c. Exhibit "A" - sign specifications (PDF)
- d. Maps for Ord. No. 2015-032 (PDF)
- e. Rendering of existing and proposed signage (PDF)
- f. Map showing location of signage (PDF)
- g. Ord. 2015-032 signed (PDF)

City of Texarkana, Texas

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	03/11/2015 4:45 PM		
Assistant City Manager	Shirley Jaster	Assistant City manager	
Review	Completed	03/12/2015 4:59 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	03/12/2015 5:02 PM		
City Manager	John Whitson	City Manager Review	Completed 03/16/2015
5:44 PM			
City Council	Jennifer Evans	Meeting	Completed 03/23/2015
6:00 PM			
City Council	Jennifer Evans	Review	Completed 06/08/2015
6:00 PM			

Meeting History

03/23/15	City Council	MOVED FORWARD	Next: 04/13/15
04/13/15	City Council	FAILED AMENDMENTS NEEDED	

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:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

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	☒	Sign Posted

Other:

ORDINANCE NO. 2015-032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-00-6(GR) FOR REVISED SITE PLAN APPROVAL ON LOT 2, NO. 1 ED (MINOR PLAT), LOCATED AT 3502 AND 3504 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, ALLOWING SIGN MODIFICATIONS TO ENLARGE EXISTING SIGN AND ADD CHANGEABLE ELECTRONIC VARIABLE MESSAGING (CEVMS); 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 the approval of a revised site plan allowing sign modifications (Exhibit "A") on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road, in the City of Texarkana, Bowie County, Texas to allow sign modifications to enlarge existing sign and add changeable electronic variable messaging (CEVMS); 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 after holding hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of six (6) to zero (0) to recommend denial of the petition of the request for revised site plan approval but allow the existing sign that is 90.83 square feet in size to remain in place even if only one tenant occupies the building; 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 approval of the revised site plan 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 revised site plan allowing sign modifications (Exhibit "A") on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road, in the City of Texarkana, Bowie County, Texas, be and is hereby approved and hereby amends PD-00-6(GR).

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.

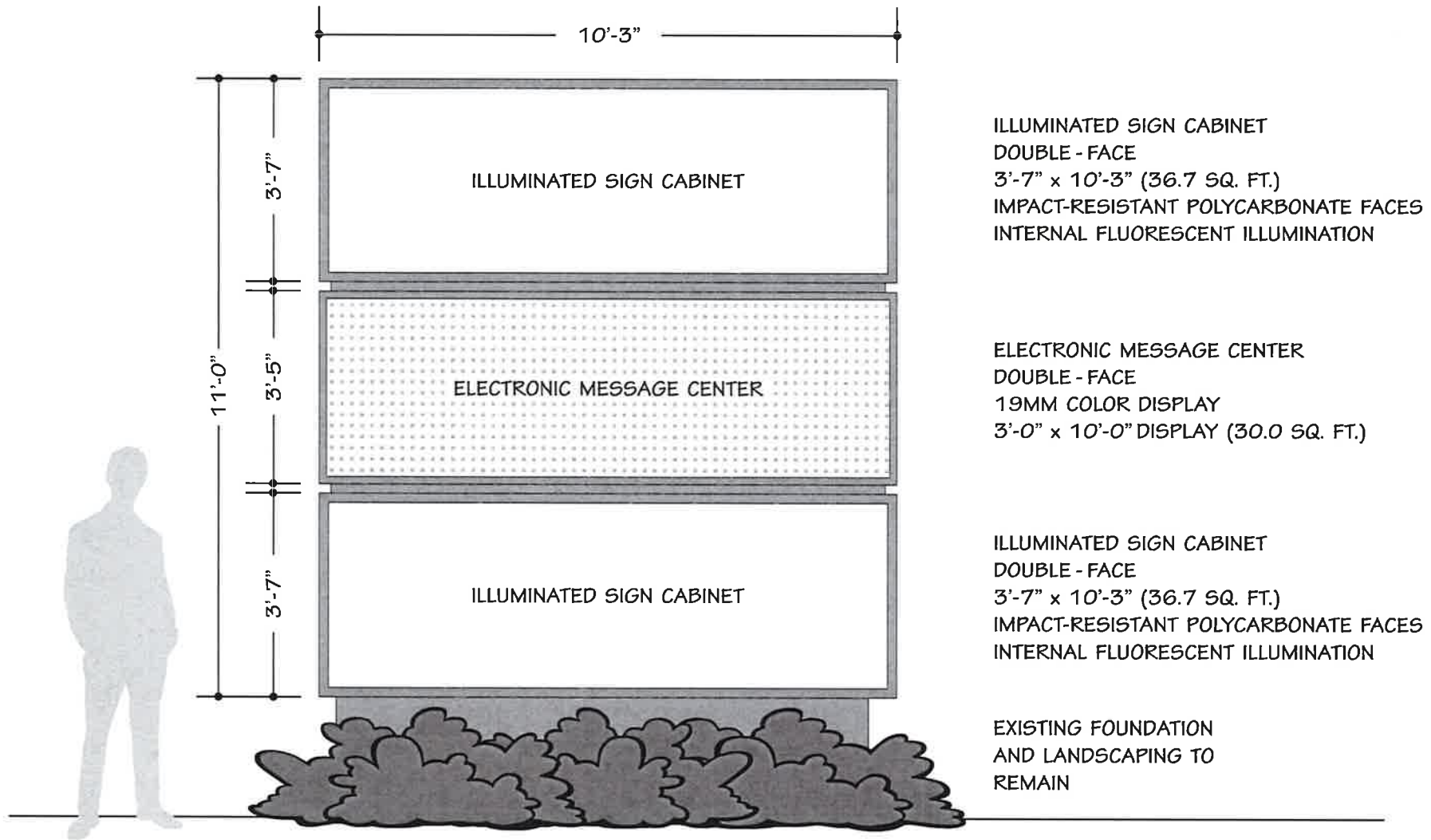
SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **22nd day of June, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



3502 New Boston Road
Texarkana, Texas 75501
903-838-8999
Fax 903-831-5042

www.hightechsign.com

The Sanctuary / HealthCARE Express, 4104 Richmond Meadows, Texarkana, TX

Designed for:

Monument Sign Specifications

Project Description:

*Customer is responsible for accuracy of all content. Carefully review all specifications, dimensions and text.
Your signature indicates final approval and authorizes Hightech Signs to proceed with production.*

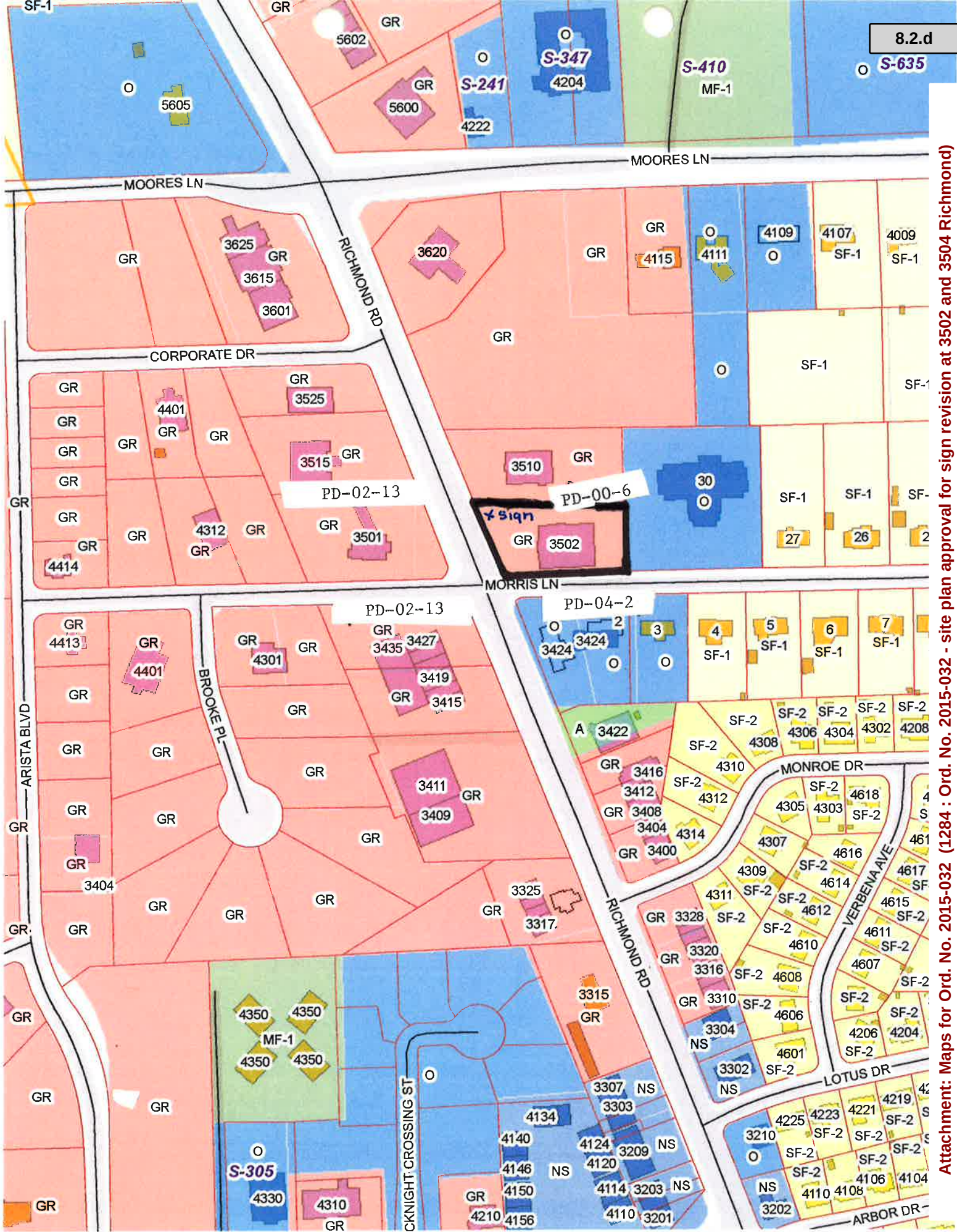
Signature of Authorized Representative

Date

- ☐ APPROVED AS SHOWN
- ☐ APPROVED WITH CHANGES
AS NOTED
- ☐ REVISE AND SUBMIT NEW
PROOF WITH CHANGES

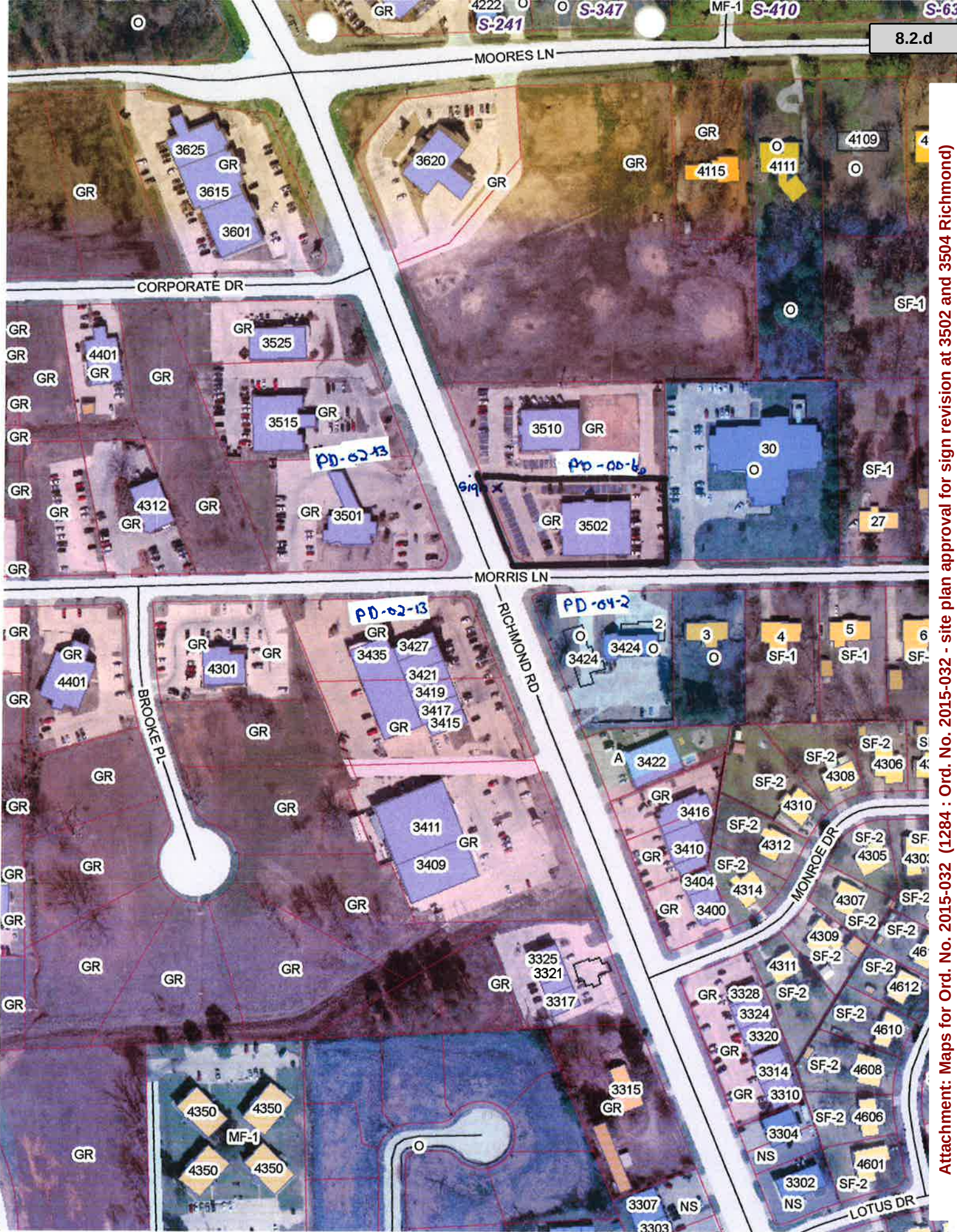
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Texarkana, Texas

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8.2.d

Attachment: Maps for Ord. No. 2015-032 (1284 : Ord. No. 2015-032 - site plan approval for sign revision at 3502 and 3504 Richmond)



Attachment: Maps for Ord. No. 2015-032 (1284 : Ord. No. 2015-032 - site plan approval for sign revision at 3502 and 3504 Richmond)

Existing



EXISTING MONUMENT SIGN
9'-1" X 10' (90.83 SQ. FT.)

Proposed



PROPOSED MONUMENT SIGN
WITH ELECTRONIC DISPLAY
11'-0" X 10'-3" (112.86 SQ. FT.)



3502 New Boston Road
Texarkana, Texas 75501
903-838-8999
Fax 903-831-5042

www.hightechsign.com

The Sanctuary / HealthCARE Express, 4104 Richmond Meadows, Texarkana, TX

Designed for:

Proposed Monument Sign & Electronic Message Center

Project Description:

Customer is responsible for accuracy of all content. Carefully review all specifications, dimensions and text. Your signature indicates final approval and authorizes Hightech Signs to proceed with production.

Signature of Authorized Representative

Date

- ☐ APPROVED AS SHOWN
☐ APPROVED WITH CHANGES AS NOTED
☐ REVISE AND SUBMIT NEW PROOF WITH CHANGES

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Texarkana, Texas

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3502 Richmond Rd.

The Sanctuary by Healthcare Express

Legend

Existing sign to be replaced with proposed sign at same location.

3502 Richmond Rd

Google earth

© 2015 Google

100 ft

ORDINANCE NO. 2015-032

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-00-6(GR) FOR REVISED SITE PLAN APPROVAL ON LOT 2, NO. 1 ED (MINOR PLAT), LOCATED AT 3502 AND 3504 RICHMOND ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, ALLOWING SIGN MODIFICATIONS TO ENLARGE EXISTING SIGN AND ADD CHANGEABLE ELECTRONIC VARIABLE MESSAGING (CEVMS); 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 the approval of a revised site plan allowing sign modifications (Exhibit "A") on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road, in the City of Texarkana, Bowie County, Texas to allow sign modifications to enlarge existing sign and add changeable electronic variable messaging (CEVMS); 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 after holding hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of six (6) to zero (0) to recommend denial of the petition of the request for revised site plan approval but allow the existing sign that is 90.83 square feet in size to remain in place even if only one tenant occupies the building; 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 approval of the revised site plan 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:

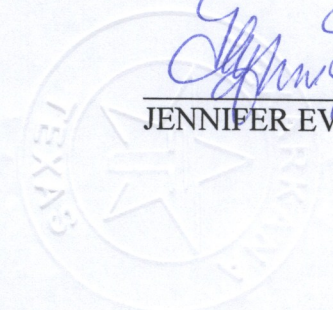
SECTION 1: That the revised site plan allowing sign modifications (Exhibit "A") on Lot 2, No. 1 ED (Minor Plat), located at 3502 and 3504 Richmond Road, in the City of Texarkana, Bowie County, Texas, be and is hereby approved and hereby amends PD-00-6(GR).

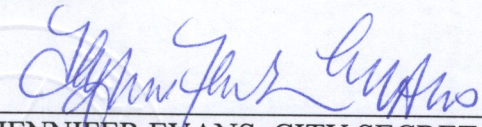
SECTION 2: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

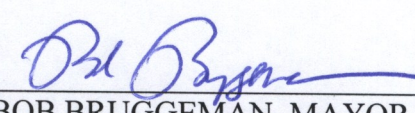
SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of June, 2015.**

ATTEST:

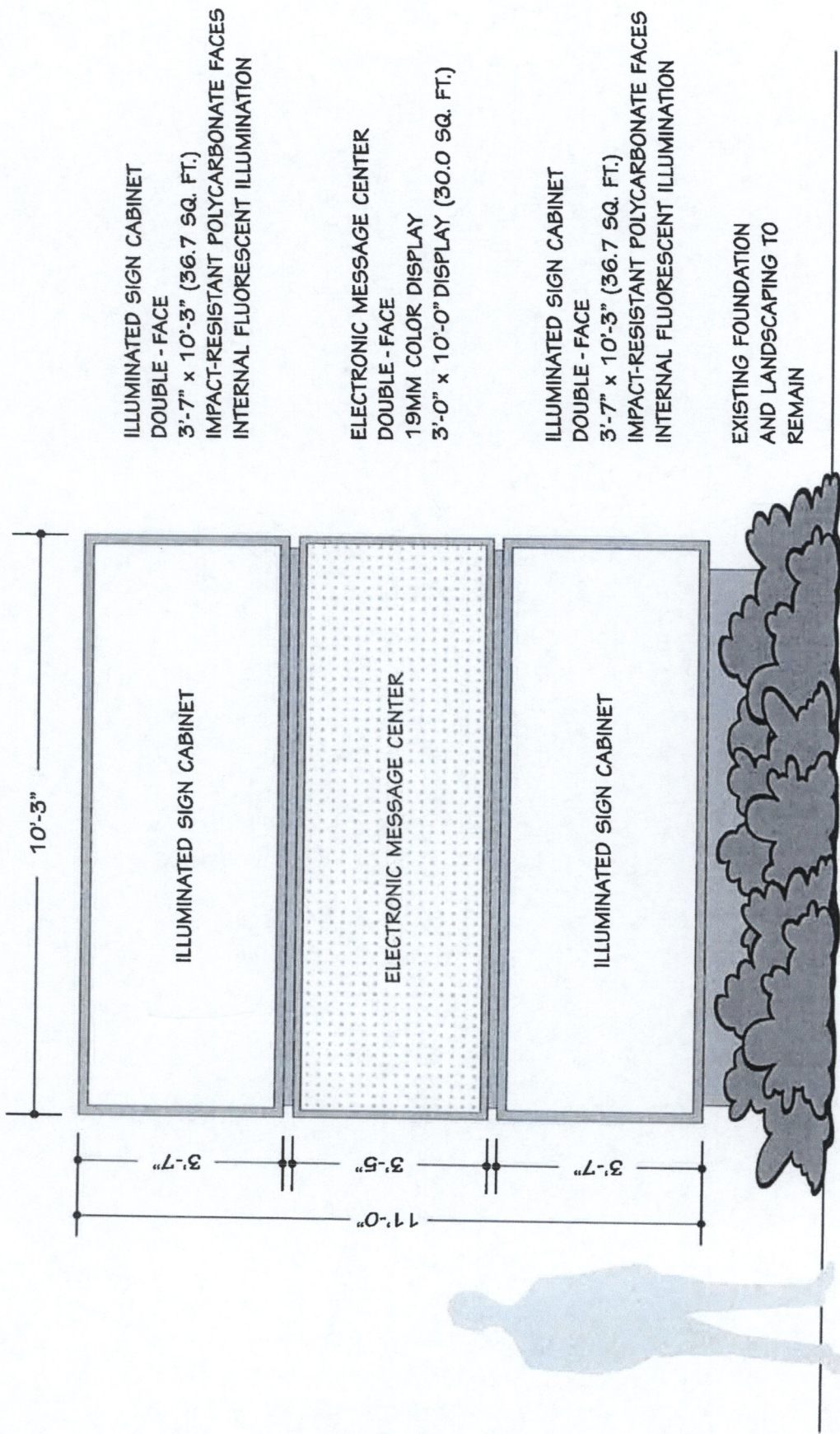



JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:48 p.m.

EXHIBIT "A"



3502 New Boston Road
Texarkana, Texas 75501
903-838-8999
Fax 903-831-5042
www.hightechsign.com

The Sanctuary / HealthCARE Express, 4104 Richmond Meadows, Texarkana, TX
Designed for:

Monument Sign Specifications

Project Description:

Customer is responsible for accuracy of all content. Carefully review all specifications, dimensions and text.
Your signature indicates final approval and authorizes Hightech Signs to proceed with production.

Signature of Authorized Representative

Date

- ☐ APPROVED AS SHOWN
☐ APPROVED WITH CHANGES AS NOTED
☐ REVISE AND SUBMIT NEW PROOF WITH CHANGES

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Texarkana, Texas

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City of Texarkana, Texas

Version: E

Update Date: 6/4/2015 11:08 AM

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Ordinance No. 2015-049 authorizing the City Manager to accept the bid and
enter into a contract with Kampco, Inc. Of Texarkana, Arkansas, in an amount
not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-
FOUR AND 46/100 DOLLARS (\$1,050,554.46) for the South Stateline Sewer
Subject: Phase III Sewer Trunk Main Relocation/Rehabilitation project.

Briefing: 6/8/2015 **Public Hearing:** 5/26/2015 **Second Briefing:** June 8, 2015 **Council Vote:** 6/22/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:****Executive Summary and Background Information:**

Bids were received Tuesday, April 28, 2015 for the South Stateline Sewer Phase III - Sewer Trunk Main Relocation/Rehabilitation. Seven (7) contractors picked up bid packages for the project and four (4) contractors bid on the project. KAMPCO, INC. of Texarkana, Arkansas was the apparent low bidder with a low Additive Alternate Bid A of \$1,050,554.46. This project consists of the relocation/rehabilitation of an existing thirty-six inch (36"), twenty-four inch (24"), and ten inch (10") sewer trunk mains. This project will consist of installing approximately two thousand feet (2,000') of thirty-six inch (36") sewer trunk main, one thousand two hundred thirteen feet (1,213') of ten inch (10") sewer main, five hundred six feet (506') of eight inch (8") sewer main, three hundred sixty-five feet (365') of forty eight inch (48") steel cased bore, and ten (10) manholes. KAMPCO, INC. has successfully completed several jobs for the Utility including South Stateline Sewer Phase II, Wright Patman WTP 24" Water Meter, Highway 98 sixteen inch (16") water main relocation, and the East Wallace Drive twelve inch (12") water main extension.

Potential Options:

- None

Fiscal Implications:

This project will be the third in a series of projects to continue replacing one of three (3) thirty-six inch (36") sewer mains between Texarkana, Texas and the main lift station at the South Regional Wastewater Treatment Plant. This project was budgeted in the Utility's 2014-2015 Budget in the Texas Infrastructure Fund at \$100,000. In the original project, the Utility had decided to skip the area that crossed seven railway tracks because of the very long lead times normally encountered with

City of Texarkana, Texas

railway permits, the high costs of boring under the tracks and the high costs of having railway flagmen throughout the project. The scope of this project was increased when an opportunity arose for a cooperative effort with the Union Pacific Railroad Company. The Utility discovered the Railroad was going to replace one of their bridges. The thirty-six inch (36") sewer trunk main is within thirty feet (30') of this bridge. The Railroad was asked if they would help with the permit and some of the associated permit/construction fees if the sewer main was relocated so they would not have to work around it for their new bridge. Union Pacific Railroad agreed with these terms. Approximately 33% of the total project cost is installing the casing and pipe under the three railroad crossings (seven tracks). The existing thirty-six inch (36") sewer main is clay tile pipe. Due to the type and age of this pipe the joint sealant material is gone which allows a tremendous amount of storm water infiltration into the joints. The new ductile iron pipe and neoprene joint sealant material will eliminate the infiltration in this area saving the Utility electrical and mechanical costs. Funds in excess of the \$100,000 budgeted are available from the Texas Infrastructure Fund for completion of the project.

The cooperative effort with the Union Pacific Railway is an excellent opportunity to complete a project beneficial to the City and the Railroad. This cooperative effort will allow the railroad to construct their new bridge without the additional costs and possibility of environmental problems if the sewer main were damaged. The railroad will furnish flagmen for the construction of the sewer mains as the bores are made and expedite the permit process. TWU will get a longer section of main replaced and be able to take advantage of increased savings in electrical and mechanical costs by the end of the summer.

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. Exhibit "A" Bidders List (DOCX)
- b. Goals & Perspectives (DOCX)
- c. Ordinance 2015-049 (DOCX)
- d. Rail Road Crossing (PDF)
- e. bidtab.sewer.xls (PDF)
- f. Ord. 2015-049 signed (PDF)

City of Texarkana, Texas

Staff Coordination

Water Utilities	Bill King	Department Head Review	Completed	
	04/30/2015 4:43 PM			
Water Utilities	Joe Phillips	Review	Completed	05/01/2015
9:13 AM				
Water Utilities	Gary Smith	Review	Completed	05/01/2015
9:18 AM				
Water Utilities	Jim Cornelius	Review	Completed	05/01/2015
10:58 AM				
Finance Department	Charlie Bassett	Finance Review	Completed	05/01/2015
11:36 AM				
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	05/01/2015 11:55 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	05/01/2015 12:46 PM			
City Manager	John Whitson	City Manager Review	Completed	05/05/2015
2:13 PM				
City Council	Jennifer Evans	Meeting	Completed	05/11/2015
6:00 PM				

Meeting History

05/11/15	City Council	MOVED FORWARD	Next: 05/26/15
05/26/15	City Council	MOVED FORWARD	Next: 06/08/15

There were no comments made at this public hearing.

Bid Tabulation

South Stateline Sewer Phase III Sewer Trunk Main Relocation/Rehabilitation

2:00 P.M. Tuesday, April 28, 2015

	<u>Additive Alt. Bid A</u>
1. Kampco, Inc. Texarkana, Arkansas	\$1,050,554.46
2. Belt Construction Texarkana, Texas	\$1,068,654.20
3. S & J Construction Jacksonville, Arkansas	\$1,342,102.08
4. Barnwell Industries Queen City, Texas	\$1,493,565.00

Time First Bid Opened:	2:00 P.M
Number of Bidders:	4
Apparent Low Bidder:	Kampco, Inc.

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

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:

ORDINANCE NO. 2015-049

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS AND 46/100 (\$1,050,554.46) FOR THE SOUTH STATELINE SEWER PHASE III SEWER TRUNK MAIN RELOCATION/REHABILITATION PROJECT TO RELOCATE AND REPLACE EXISTING DETERIORATED SEWER TRUNK MAINS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, April 28, 2015, four (4) bids were received by Texarkana Water Utilities for the South Stateline Sewer Phase III – Sewer Trunk Main Relocation/Rehabilitation Project which will replace existing deteriorated sewer trunk mains and relocate sewer trunk mains due to Union Pacific Railroad’s new bridge; and

WHEREAS, the project will consist of installing approximately two thousand feet (2,000’) of thirty-six inch (36”) sewer trunk main, one thousand two hundred thirteen feet (1,213’) of ten inch (10”) sewer main, five hundred six feet (506’) of eight inch (8”) sewer main, three hundred sixty-five feet (365’) of forty-eight inch (48”) steel cased bore, and ten (10) manholes and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by KAMPCO, INC. of Texarkana, Arkansas, a copy of which is attached hereto as Exhibit “A,” in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS AND 46/100 (\$1,050,554.46); and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2014-2015 Budget in the Texas Infrastructure Fund are available in the amount of SIX HUNDRED FOUR THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND NO/100 (\$604,231.00) with the remaining funds coming from the Texas Infrastructure Fund balance, leaving a projected ending fund balance of approximately FOUR HUNDRED SEVENTY-NINE THOUSAND DOLLARS AND NO/100 (\$479,000.00).

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by KAMPCO, INC. of Texarkana, Arkansas, a copy of which is attached hereto as Exhibit “A,” be and is hereby approved in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY-FOUR DOLLARS AND 46/100 (\$1,050,554.46) for the installation of approximately two thousand feet (2,000’) of thirty-six inch (36”) sewer trunk main, one thousand two hundred thirteen feet (1,213’) of ten inch (10”) sewer main, five hundred six feet (506’) of eight inch (8”) sewer main, three hundred sixty-five feet (365’) of forty-eight inch (48”) steel cased bore, and ten

(10) manholes, and related appurtenances for the South Stateline Sewer Phase III – Sewer Trunk Main Relocation/Rehabilitation Project.

SECTION 2: That the City Manager be and is authorized to contract with KAMPCO, INC. of Texarkana, Arkansas for the above-described services.

SECTION 3: 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 **22nd day of June, 2015**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Bid Tabulation
SOUTH STATELINE SEWER PHASE III
SEWER TRUNK MAIN
RELOCATION/REHABILITATION
Project No. 62-000-135157-T151404
APRIL 28, 2015 @ 2:00

BASE BID:											
				BARNWELL IND.		BELT CONSTRUCTION		KAMPCO CONSTRUCTION		S & J CONSTRUCTION	
				Queen City, TX.		Texarkana, TX		Texarkana, AR		Jacksonville, AR.	
Item	Quantity	Unit	Description	Amount	Total	Amount	Total	Amount	Total	Amount	Total
1	1	LS	Mobilization, Bonds & Submittals	\$45,000.00	\$45,000.00	\$9,450.00	\$9,450.00	\$13,500.00	\$13,500.00	\$30,000.00	\$30,000.00
2	1635	LF	36" Ductile Iron, Class 150, Sewer Pipe by Open Cut	\$315.00	\$515,025.00	\$232.00	\$379,320.00	\$205.14	\$335,403.90	\$328.36	\$536,868.60
3	365	LF	36" Ductile Iron, Class 150, Sewer Pipe w/Locking Gaskets	\$400.00	\$146,000.00	\$263.40	\$96,141.00	\$247.31	\$90,268.15	\$284.06	\$103,681.90
4	901	LF	10" PVC SDR-26 Sewer Pipe by Open Cut	\$18.00	\$16,218.00	\$30.50	\$27,480.50	\$22.88	\$20,614.88	\$73.91	\$66,592.91
5	168	LF	10" Ductile Iron Sewer Pipe by Open Cut	\$50.00	\$8,400.00	\$67.50	\$11,340.00	\$40.78	\$6,851.04	\$115.93	\$19,476.24
6	144	LF	10" Ductile Iron Sewer Pipe on Piers w/Locking Gaskets	\$155.00	\$22,320.00	\$265.00	\$38,160.00	\$201.54	\$29,021.76	\$210.54	\$30,317.76
7	466	LF	8" PVC SDR-26 Sewer Pipe by Open Cut	\$17.00	\$7,922.00	\$21.70	\$10,112.20	\$19.66	\$9,161.56	\$71.07	\$33,118.62
8	40	LF	8" PVC SDR-26 Sewer Pipe by Bore	\$65.00	\$2,600.00	\$75.40	\$3,016.00	\$57.04	\$2,281.60	\$94.84	\$3,793.60
9	365	LF	48" x 0.668" Steel Casing by Bore	\$850.00	\$310,250.00	\$813.90	\$297,073.50	\$722.00	\$263,530.00	\$821.38	\$299,803.70
10	1	EA	Line A Concrete Manhole #1	\$6,400.00	\$6,400.00	\$3,800.00	\$3,800.00	\$5,397.14	\$5,397.14	\$5,610.00	\$5,610.00
11	1	EA	Line A Concrete Manhole #2	\$6,200.00	\$6,200.00	\$4,030.00	\$4,030.00	\$5,573.49	\$5,573.49	\$5,235.00	\$5,235.00
12	1	EA	Line A Concrete Manhole #3	\$9,500.00	\$9,500.00	\$6,750.00	\$6,750.00	\$6,656.95	\$6,656.95	\$6,265.00	\$6,265.00
13	1	EA	Line A Concrete Manhole #4	\$7,500.00	\$7,500.00	\$4,780.00	\$4,780.00	\$7,643.55	\$7,643.55	\$5,925.00	\$5,925.00
14	1	EA	Line A Concrete Manhole #5	\$9,500.00	\$9,500.00	\$6,370.00	\$6,370.00	\$6,008.13	\$6,008.13	\$5,575.00	\$5,575.00
15	1	EA	Line A Concrete Manhole #6	\$6,200.00	\$6,200.00	\$3,860.00	\$3,860.00	\$4,585.85	\$4,585.85	\$5,285.00	\$5,285.00
16	1	EA	Line B Concrete Manhole #2	\$2,700.00	\$2,700.00	\$2,400.00	\$2,400.00	\$4,555.30	\$4,555.30	\$2,381.00	\$2,381.00
17	1	EA	Line B Concrete Manhole #3	\$2,600.00	\$2,600.00	\$2,640.00	\$2,640.00	\$3,592.31	\$3,592.31	\$2,774.00	\$2,774.00
18	1	EA	Line B Concrete Manhole #4	\$2,200.00	\$2,200.00	\$2,140.00	\$2,140.00	\$2,925.43	\$2,925.43	\$2,069.00	\$2,069.00
19	1	EA	Line C Concrete Manhole #2	\$2,380.00	\$2,380.00	\$2,175.00	\$2,175.00	\$2,675.14	\$2,675.14	\$2,194.00	\$2,194.00
20	1	EA	Standard Cleanout	\$400.00	\$400.00	\$544.00	\$544.00	\$851.59	\$851.59	\$554.00	\$554.00
21	3	EA	Remove Existing Sewer Manhole	\$2,000.00	\$6,000.00	\$600.00	\$1,800.00	\$781.09	\$2,343.27	\$1,260.00	\$3,780.00
22	14	EA	Abandon Existing Manhole	\$1,500.00	\$21,000.00	\$583.00	\$8,162.00	\$1,171.63	\$16,402.82	\$910.71	\$12,749.94
23	3	EA	Abandon Existing UPRR Sewer Crossing	\$18,000.00	\$54,000.00	\$9,000.00	\$27,000.00	\$6,897.73	\$20,693.19	\$8,018.67	\$24,056.01
24	1	EA	4" Sewer Service Connection	\$150.00	\$150.00	\$1,209.00	\$1,209.00	\$612.26	\$612.26	\$1,008.00	\$1,008.00
25	540	LF	Abandon Existing 36" Sewer Main	\$65.00	\$35,100.00	\$29.24	\$15,789.60	\$63.50	\$34,290.00	\$28.96	\$15,638.40
26	3060	LF	Abandon Existing 24" Sewer Main	\$40.00	\$122,400.00	\$14.19	\$43,421.40	\$23.70	\$72,522.00	\$18.69	\$57,191.40
27	300	LF	Abandon Existing 12" Sewer Main	\$9.00	\$2,700.00	\$8.60	\$2,580.00	\$15.31	\$4,593.00	\$4.25	\$1,275.00
28	800	LF	Abandon Existing 10" Sewer Main	\$7.00	\$5,600.00	\$4.35	\$3,480.00	\$5.58	\$4,464.00	\$4.09	\$3,272.00
29	1	LS	Well Pointing	\$20,000.00	\$20,000.00	\$537.00	\$537.00	\$23,432.63	\$23,432.63	\$5,000.00	\$5,000.00
30	1	LS	Erosion Control Measures	\$15,000.00	\$15,000.00	\$2,150.00	\$2,150.00	\$3,124.35	\$3,124.35	\$9,000.00	\$9,000.00
31	1	LS	Clean & Test Manholes	\$15,000.00	\$15,000.00	\$2,690.00	\$2,690.00	\$4,686.53	\$4,686.53	\$3,750.00	\$3,750.00

Attachment: bidtab.sewer.xls (1306 : Ordinance No. 2015-049 S Stateline Sewer Phase III)

Bid Tabulation
SOUTH STATELINE SEWER PHASE III
SEWER TRUNK MAIN
RELOCATION/REHABILITATION
Project No. 62-000-135157-T151404
APRIL 28, 2015 @ 2:00

9.2.e

32	1	LS	Clean & Test Sewer Main	\$15,000.00	\$15,000.00	\$8,600.00	\$8,600.00	\$4,686.53	\$4,686.53	\$12,250.00	\$12,250.00
33	1	LS	Trench Protection	\$15,000.00	\$15,000.00	\$4,840.00	\$4,840.00	\$3,124.35	\$3,124.35	\$1,500.00	\$1,500.00
34	1	LS	Seeding	\$5,000.00	\$5,000.00	\$3,760.00	\$3,760.00	\$2,343.26	\$2,343.26	\$3,000.00	\$3,000.00
			Total Base Bid:		\$1,461,265.00		\$1,037,601.20		\$1,018,415.96		\$1,320,991.08
ADDITIVE ALTERNATE BID "A":											
				<i>BARNWELL IND.</i>		<i>BELT CONSTRUCTION</i>		<i>KAMPCO CONSTRUCTION</i>		<i>S & J CONSTRUCTION</i>	
				<i>Queen City, TX.</i>		<i>Texarkana, TX</i>		<i>Texarkana, AR.</i>		<i>Jacksonville, AR.</i>	
Item	Quantity	Unit	Description	Amount	Total	Amount	Total	Amount	Total	Amount	Total
35	1	EA	Line A Concrete Manhole #1	\$3,100.00	\$3,100.00	\$2,610.00	\$2,610.00	\$3,208.50	\$3,208.50	\$1,937.50	\$1,937.50
36	1	EA	Line A Concrete Manhole #2	\$3,300.00	\$3,300.00	\$2,950.00	\$2,950.00	\$3,458.05	\$3,458.05	\$2,154.50	\$2,154.50
37	1	EA	Line A Concrete Manhole #3	\$4,500.00	\$4,500.00	\$3,948.00	\$3,948.00	\$4,384.95	\$4,384.95	\$2,945.00	\$2,945.00
38	1	EA	Line A Concrete Manhole #4	\$4,900.00	\$4,900.00	\$4,625.00	\$4,625.00	\$4,670.15	\$4,670.15	\$3,177.50	\$3,177.50
39	1	EA	Line A Concrete Manhole #5	\$4,000.00	\$4,000.00	\$4,620.00	\$4,620.00	\$4,046.28	\$4,046.28	\$2,619.50	\$2,619.50
40	1	EA	Line A Concrete Manhole #6	\$2,500.00	\$2,500.00	\$2,610.00	\$2,610.00	\$2,655.93	\$2,655.93	\$1,395.00	\$1,395.00
41	1	EA	Line B Concrete Manhole #2	\$3,100.00	\$3,100.00	\$2,753.00	\$2,753.00	\$2,958.95	\$2,958.95	\$2,185.50	\$2,185.50
42	1	EA	Line B Concrete Manhole #3	\$2,700.00	\$2,700.00	\$3,088.00	\$3,088.00	\$2,584.63	\$2,584.63	\$1,829.00	\$1,829.00
43	1	EA	Line B Concrete Manhole #4	\$2,000.00	\$2,000.00	\$1,755.00	\$1,755.00	\$1,942.93	\$1,942.93	\$1,302.00	\$1,302.00
44	1	EA	Line C Concrete Manhole #2	\$2,200.00	\$2,200.00	\$2,094.00	\$2,094.00	\$2,228.13	\$2,228.13	\$1,565.50	\$1,565.50
			Sub-Total Additions:		\$32,300.00		\$31,053.00		\$32,138.50		\$21,111.00
			Total Amount of Base Bid		\$1,461,265.00		\$1,037,601.20		\$1,018,415.96		\$1,320,991.08
			Total of Bid Using Additive Alternate Bid A:		\$1,493,565.00		\$1,068,654.20		\$1,050,554.46		\$1,342,102.08

Attachment: bidtab.sewer.xls (1306 : Ordinance No. 2015-049 S Stateline Sewer Phase III)

Bid Tabulation
SOUTH STATELINE SEWER PHASE III
SEWER TRUNK MAIN
RELOCATION/REHABILITATION
Project No. 62-000-135157-T151404
APRIL 28, 2015 @ 2:00

ADDITIVE ALTERNATE BID "B":											
				BARNWELL IND.		BELT CONSTRUCTION		KAMPCO CONSTRUCTION		S & J CONSTRUCTION	
				Queen City, TX.		Texarkana, TX		Texarkana, AR.		Jacksonville, AR.	
Item	Quantity	Unit	Description	Amount	Total	Amount	Total	Amount	Total	Amount	Total
45	10	LF	Concrete Piers	\$150.00	\$1,500.00	\$720.00	\$7,200.00	\$468.65	\$4,686.50	\$250.00	\$2,500.00
46	150	CY	Oversized Rock	\$100.00	\$15,000.00	\$42.00	\$6,300.00	\$101.19	\$15,178.50	\$32.60	\$4,890.00

ORDINANCE NO. 2015-049

A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY FOUR AND 46/100 DOLLARS (\$1,050,554.46) FOR THE SOUTH STATELINE SEWER PHASE III SEWER TRUNK MAIN RELOCATION/REHABILITATION PROJECT TO RELOCATE AND REPLACE EXISTING DETERIORATED SEWER TRUNK MAINS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, April 28, 2015, four (4) bids were received by Texarkana Water Utilities for the South Stateline Sewer Phase III – Sewer Trunk Main Relocation/Rehabilitation Project which will replace existing deteriorated sewer trunk mains and relocate sewer trunk mains due to Union Pacific Railroad's new bridge; and

WHEREAS, the project will consist of installing approximately two thousand feet (2,000') of thirty six inch (36") sewer trunk main, one thousand two hundred thirteen feet (1,213') of ten inch (10") sewer main, five hundred six feet (506') of eight inch (8") sewer main, three hundred sixty five feet (365') of forty eight inch (48") steel cased bore, and ten (10) manholes and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by KAMPCO, INC. of Texarkana, Arkansas, a copy of which is attached hereto as Exhibit "A," in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY FOUR AND 46/100 DOLLARS (\$1,050,554.46); and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2014-2015 Budget in the Texas Infrastructure Fund are available in the amount of SIX HUNDRED FOUR THOUSAND TWO HUNDRED THIRTY ONE DOLLARS (\$604,231.00) with the remaining funds coming from the Texas Infrastructure Fund balance, leaving a projected ending fund balance of approximately FOUR HUNDRED SEVENTY NINE THOUSAND DOLLARS (\$479,000.00).

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

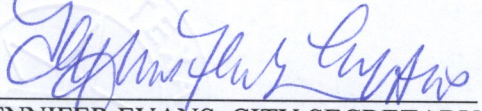
SECTION 1: That the lowest and best bid by a responsible vendor, submitted by KAMPCO, INC. of Texarkana, Arkansas, a copy of which is attached hereto as Exhibit "A," be and is hereby approved in an amount not to exceed ONE MILLION FIFTY THOUSAND FIVE HUNDRED FIFTY FOUR AND 46/100 DOLLARS (\$1,050,554.46) for the installation of approximately two thousand feet (2,000') of thirty six inch (36") sewer trunk main, one thousand two hundred thirteen feet (1,213') of ten inch (10") sewer main, five hundred six feet (506') of eight inch (8") sewer main, three hundred sixty five feet (365') of forty eight inch (48") steel cased bore, and ten (10) manholes, and related appurtenances for the South Stateline Sewer Phase III – Sewer Trunk Main Relocation/Rehabilitation Project.

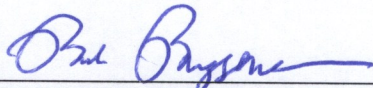
SECTION 2: That the City Manager be and is authorized to contract with KAMPCO, INC. of Texarkana, Arkansas for the above-described services.

SECTION 3: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Council Session on this the 8th day of June, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:51 p.m.

Briefing Sheet

Update Date: 6/3/2015 3:57 PM

Lead Department: City Manager

Action Officer: Pam Burns, Municipal Clerk

Subject: Welcome Sign Update Photos

Updates/History of Briefing:

Update: Sign Locations showing size regulations according to TxDOT

Executive Summary and Background Information:

The Arkansas side welcome sign has been finished, and we are preparing now to make application for construction of the Texas side sign. The Arkansas sign is 44 ft. wide and 18 ft. tall, which would require an exception from TxDOT to replicate.

The mock ups show a sign that would fit within TxDOT regulations at the Texas side locations and not require an exception, measuring 20 ft. wide and approximately 8 ft. tall, if the proportions are duplicated.

Potential Options:

- Proceed with Kings Highway location within TxDOT regulations
- Proceed with University location within TxDOT regulations
- Apply for exception from TxDOT to match size of Arkansas sign

Attachments

- a. welcome sign for IQM2 (PDF)

Kings Highway Location



Attachment: welcome sign for IQM2 (1322 : Welcome Sign Update Photos)

Kings Highway Location



Attachment: welcome sign for IQM2 (1322 : Welcome Sign Update Photos)

University Location



Attachment: welcome sign for IQM2 (1322 : Welcome Sign Update Photos)

University Location



Attachment: welcome sign for IQM2 (1322 : Welcome Sign Update Photos)