



CITY OF TEXARKANA

CITY COUNCIL

AGENDA • JUNE 12, 2017

Council Chambers

Regular Meeting

6:00 PM

**220 TEXAS BLVD.
TEXARKANA, TX 75501**

Mayor

Bob Bruggeman

Ward 1

Jean H. Matlock

Ward 3

Betty Williams

Ward 5

Christy P. Paddock

Ward 2

Willie Ray

Ward 4

Brian Matthews

Ward 6

Josh Davis



For any agenda item, the City Council reserves the right to advance the "Council Vote" date to a hearing or briefing date.

The City Council reserves the right to convene into closed session on any agenda item or issue should the need arise and if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code).

If the City Council convenes into closed session, they will reconvene in one hour or less to take any final action, decision, or vote on a matter deliberated in closed session.

- I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM**
- II. INVOCATION AND PLEDGE BY COUNCIL MEMBER BETTY WILLIAMS**
- III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST**

Upcoming City Council Meetings:

Monday, June 26, 2017 at 6:00 p.m.

Monday, July 10, 2017 at 6:00 p.m.

Monday, July 24, 2017 at 6:00 p.m.

Parks & Recreation Events:

June 12 th	Texarkana Soccer Association	Wallace Park
	Summer Camps	
June 19 th	Summer Camp begins	Southwest Center
June 23 rd - 25 th	National Softball Showcase	Karrh & Wallace Parks

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

Presentations

Men's Health Month Proclamation - June 2017

Appointments to Boards & Commissions

- 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".

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 22, 2017 at 6:00 PM.

Action Items

2. Resolution No. 2017-050 authorizing the City Manager to enter into an agreement for legal services with Lynn, Ross & Gannaway, LLC.

Public Hearing: May 8, 2017
Second Briefing: May 22, 2017
Council Vote: June 12, 2017

VI. FIRST BRIEFINGS

1. Resolution No. 2017-065 authorizing the City Manager to enter into a three-year contract with BKD, LLP to perform the annual audit for the fiscal years ending September 30, 2017, 2018, and 2019, with the option to renew.

Public Hearing: June 26, 2017
Second Briefing: July 10, 2017
Council Vote: July 24, 2017

2. Ordinance No. 2017-067 amending the city's traffic register to establish a forty mile per hour (40 mph) speed limit on University Avenue between the beginning of the boulevard section near 6800 University Avenue and Bringle Lake Village Drive, and University Avenue between Shilling Road and Summerhill Road, and amending the city's traffic register to establish a thirty-five mile per hour (35 mph) speed limit on Shilling Road between Bringle Ridge Road and east end of University Avenue.

Public Hearing: June 26, 2017
Second Briefing: July 10, 2017
Council Vote: July 24, 2017

3. Resolution No. 2017-066 approving a debt management policy.

Public Hearing: June 26, 2017
Second Briefing: July 10, 2017
Council Vote: July 24, 2017

4. Resolution No. 2017-068 authorizing City Manager to enter into loan agreements with Grimm Lofts, LLC.

Public Hearing: June 26, 2017
Second Briefing: July 10, 2017
Council Vote: July 10, 2017

5. Ordinance No. 2017-069 amending the Land Development Code, Chapter 105 "Buildings and Construction", Section 105-4 "Insurance and Bonding Requirements".

Public Hearing: June 26, 2017
Second Briefing: July 10, 2017
Council Vote: July 24, 2017

VII. PUBLIC HEARINGS

1. Resolution No. 2017-053 authorizing the City Manager to enter into a contract for the North Texarkana Sewer Project in an amount not to exceed \$582,625.00.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

2. Ordinance No. 2017-054 rezoning a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. Single Family-2 to Single Family-3. Walter Davis, applicant. Regina Davis, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

3. Ordinance No. 2017-055 granting a Specific Use Permit to allow a double wide HUD code manufactured home on a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. Walter Davis, owner. Regina Davis, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

4. Ordinance No. 2017-056 amending PD-15-5(GR) for site plan approval on Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard. Texas Boulevard Properties, LLC, applicant. Bryan Callaway, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

5. Ordinance No. 2017-057 granting a Specific Use Permit to allow a CEVMS on one side of an existing billboard on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive. Texas Roadhouse Holdings LLC, owner. Ryan Zaloudik, Fairway Outdoor Advertising, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

6. Ordinance No. 2017-058 rezoning a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue. Single Family to PD-Agriculture. Danny Flanagan, applicant. Mike Thacker, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

7. Ordinance No. 2017-059 granting a Specific Use permit to allow outdoor commercial amusement (private park) on a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue. Danny Flanagan, applicant. Mike Thacker, agent.

Public Hearing: June 12, 2017
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Council Vote: July 10, 2017

8. Ordinance No. 2017-062 amending PD-17-2(A) for site plan approval on a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue. Danny Flanagan, applicant. Mike Thacker, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

9. Ordinance No. 2017-060 rezoning the west 3.420 acres of Lot 1, Orr CJD Addition, located at 1102 Walton Drive. General Retail to Commercial. William Gregg Orr, applicant. Kayla Wood, MTG Engineers and Surveyors, agent.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

10. Resolution No. 2017-061 authorizing the City Manager to enter into a contract for the Wagner Creek North Sewer Trunk Main Replacement in an amount not to exceed \$827,280.00.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

11. Resolution No. 2017-063 revising the swap time policy in the fire department.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

12. Resolution No. 2017-064 adopting the FY18 Master Fee List.

Public Hearing: June 12, 2017
Second Briefing: June 26, 2017
Council Vote: July 10, 2017

VIII. SECOND BRIEFING WITH UPDATES

IX. SECOND BRIEFING WITHOUT UPDATES

X. ITEMS FOR DISCUSSION

Staff Updates

XI. ADMINISTRATIVE COMMENTS

1. Council
2. Staff

XII. ADJOURNMENT

Jennifer Evans, City Secretary

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

Pursuant to Section 46.035(c), Penal Code (unlawful carrying of handgun by license holder), a license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter.

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

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

This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for these services, please call 903.798.3917, Personnel or (TDD) 1.800.RELAY.TX (1.800.735.2989).

Briefing Sheet

Update Date: 6/5/2017 4:14 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Men's Health Month Proclamation - June 2017

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Men's Health Month began in 1994 with the Congressional passage of Men's Health Week, sponsored by Senator Bob Dole and Congressman Bill Richardson at the request of Men's Health Network.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

For Mayor to proclaim June 2017 as "Men's Health Month".

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. Mens Health Month Proc. June 2017 (PDF)



PROCLAMATION

Men's Health Month

Whereas, despite advances in medical technology and research, men continue to live an average of five years less than women, with Native American and African-American men having the lowest life expectancy; and

Whereas, educating the public and healthcare providers about the importance of a healthy lifestyle and early detection of male health problems will result in reducing rates of mortality from disease; and

Whereas, men who are educated about the value that preventative health can play in prolonging their lifespan and their role as productive family members will be more likely to participate in health screenings; and

Whereas, fathers who maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

Whereas, the Men's Health Network worked with Congress to develop a national men's health awareness period as a special campaign to help educate men, boys, and their families about the importance of positive health attitudes and preventative health practices; and

Whereas, the Men's Health Month website has been established at www.MensHealthMonth.org and features resources, proclamations, and information about awareness events and activities, including Wear Blue for Men's Health; and

Whereas, Texarkana's Men's Health Month will focus on a broad range of men's health issues, including heart disease, diabetes, mental health, prostate, testicular and colon cancer; and

Whereas, citizens of this city are encouraged to increase awareness of the importance of a healthy lifestyle, regular exercise, and routine medical check-ups.

NOW, THEREFORE, I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, do hereby proclaim June 2017, as:

"Men's Health Month"

in Texarkana and encourage all our citizens to pursue preventative health practices and early detection efforts.

Signed this 12th day of June, 2017.

Bob Bruggeman, Mayor

Attest:

Jennifer Evans, City Secretary





CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MAY 22, 2017

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Member Name	Title	Status	Arrived
Bruggeman	Mayor	Present	
Matlock	Ward 1	Present	
May	Ward 2	Present	
Williams	Ward 3	Absent	
Matthews	Ward 4	Present	
P. Paddock	Ward 5	Present	
W. Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Kyle Dooley, Kristin Peeples, Eric Schlotter, J.D. Phillips, Dusty Hensley, Karey Parker, David Orr, Jim Powell, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

May 24, 2017 is EMS Appreciation Day. This day will honor all first responders, including EMS, law enforcement, and firefighters. First responders can obtain a free meal at participating McDonald's locations in Texarkana & Atlanta, Texas, Ashdown, Arkansas and Leary, Texas.

Retired Police Chief William H. McGee died at the age of 90 on May 19, 2017. He was born in Texarkana, Texas on September 12, 1926. He began his public service career in 1949 with the city's police department and served as Chief from 1968 until his retirement in 1985. He will be greatly missed.

Proclamation Presentations

Daughters of the Republic of Texas - May 25-27, 2017

Minutes Acceptance: Minutes of May 22, 2017 6:00 PM (Consent Items)

Mayor Bruggeman read the proclamation and took a group photo with members of the James Bowie Chapter representing the Daughters of the Republic.

Hidden Heroes Community - May 22, 2017

Mayor Bruggeman read the proclamation. Corrine Hinton, a local veteran caregiver, shared background information concerning the Hidden Heroes Cities Program. The Mayor expressed appreciation for the service of veterans and their contributions to the local community.

Appointments to Boards & Commissions

Mayor Bruggeman reappointed Linda Larey to the Library Commission and reappointed Wes Jordan to the Airport Authority. The Mayor appointed Rosa Golette as a resident commissioner to the Housing Authority effective June 1, 2017.

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".

Tylesha Ross, Lee Chaffin, and Dorothy Battle invited council to a special clean-up and activities day scheduled for June 17th in the Beverly community.

David Carter, board member of HandsOn Texarkana, expressed appreciation to staff for the tremendous support provided during the Dragon Boat Races recently held on April 29th.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:38 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 8, 2017 at 6:00 PM.

Action Items - None

VI. FIRST BRIEFINGS

1. Resolution No. 2017-053 authorizing the City Manager to enter into a contract for the North Texarkana Sewer Project in an amount not to exceed \$582,625.00.

Public Hearing: June 12, 2017
 Second Briefing: June 26, 2017
 Council Vote: July 10, 2017

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 6/12/2017 6:00 PM
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2. Ordinance No. 2017-054 rezoning a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. Single Family-2 to Single Family-3. Walter Davis, applicant. Regina Davis, agent.

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David Orr briefed this item.

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Public Hearing: June 12, 2017
 Second Briefing: June 26, 2017
 Council Vote: July 10, 2017

David Orr briefed this item. Bryan Callaway made additional comments and answered questions for council.

RESULT: MOVED FORWARD**Next: 6/12/2017 6:00 PM**

5. Ordinance No. 2017-057 granting a Specific Use Permit to allow a CEVMS on one side of an existing billboard on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive. Texas Roadhouse Holdings LLC, owner. Ryan Zaloudik, Fairway Outdoor Advertising, agent.

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Public Hearing: June 12, 2017
 Second Briefing: June 26, 2017
 Council Vote: July 10, 2017

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 6/12/2017 6:00 PM
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11. Resolution No. 2017-063 revising the swap time policy in the fire department.

Public Hearing: June 12, 2017
 Second Briefing: June 26, 2017
 Council Vote: July 10, 2017

Eric Schlotter briefed this item.

RESULT:	MOVED FORWARD	Next: 6/12/2017 6:00 PM
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12. Resolution No. 2017-064 adopting the FY18 Master Fee List.

Public Hearing: June 12, 2017
 Second Briefing: June 26, 2017
 Council Vote: July 10, 2017

City Manager Whitson briefed this item.

RESULT: MOVED FORWARD

Next: 6/12/2017 6:00 PM

VII. PUBLIC HEARINGS - NONE

VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES

1. Resolution No. 2017-050 authorizing the City Manager to enter into an agreement for legal services with Lynn, Ross & Gannaway, LLC.

Public Hearing: May 8, 2017
 Second Briefing: May 22, 2017
 Council Vote: June 12, 2017

RESULT: MOVED FORWARD

Next: 6/12/2017 6:00 PM

X. ITEMS FOR DISCUSSION

Staff Updates

City Manager Whitson said staff continues to work on next fiscal year's budget and capital improvement plan (CIP). Future workshops will be scheduled for CIP review, revisions, and proposed new projects.

XI. ADMINISTRATIVE COMMENTS

1. City Council
Council had no administrative comments for staff.
2. City Staff
Staff had no administrative comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:15 p.m.)

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

City of Texarkana, Texas

Version: C

Update Date: 4/19/2017 2:34 PM

Briefing Sheet

Lead Department: Human Resources **Action Officer:** Jim Powell, Director of Human Resources
Subject: Resolution No. 2017-050 authorizing the City Manager to enter into an agreement for legal services with Lynn, Ross & Gannaway, LLC.
Briefing: 6/12/2017 **Public Hearing:** 5/8/2017 **Second Briefing:** May 22, 2017 **Council Vote:** 6/12/2017

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

NOT APPLICABLE

Executive Summary and Background Information:

Voters passed collective bargaining for firefighters in November 2016. In March, the City Manager was notified the Firefighters Association selected the IAFF Local 367 as their exclusive bargaining agent. Negotiations between the City and IAFF Local 367 are expected to begin in late 2017 or early 2018. Lynn, Ross & Gannaway is recognized as one of the preeminent civil service and collective bargaining law firms in Texas. Ms. Bettye Lynn has practiced law for over 32 years. She has extensive experience in civil service and collective bargaining negotiations, and represents cities and other public entities across the State of Texas.

Potential Options:

- Option 1: Approve Resolution as presented.
- Option 2: Reject resolution and utilize local legal services.
- Option 3: Reject resolution and search for other legal representation specializing in civil service and collective bargaining.

Fiscal Implications:

Legal services are billed on an hourly rate of \$275.00 per hour. Partners bill at \$225.00 per hour. Legal Assistant is billed at \$75.00 per hour. In performing legal services for the City, the Firm may incur costs for items such as postage, faxes, courier and filing fees, travel expenses, mileage reimbursements, not to exceed IRS standards, transcripts expenses, document preparation, investigation costs, copying costs at \$.20 per page if the Firm makes the copies or at cost if an outside copying service is utilized, and other charges related to the City's matter. Travel time is considered billable time and is billed accordingly.

Staff Recommendation:

Staff recommends approval of resolution 2017-050.

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. 2017-050 RES Authorizing City Manager to enter into contract (DOC)
- b. 2017-050 ATTH 01 Engagement Letter (PDF)
- c. 2017-050 Goals & Perspectives (DOCX)

Staff Coordination

Human Resources	Jim Powell	Department Head Review	Completed	
	04/13/2017 4:08 PM			
Finance Department	Kristin Peeples	Finance Review	Completed	04/13/2017
	5:00 PM			
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	04/17/2017 7:27 AM		
Deputy City Manager - Shirley Jaster		Shirley Jaster	Deputy City Manager	
Review	Completed	04/18/2017 10:09 AM		
Deputy City Manager - Kyle Dooley		Kyle Dooley	Deputy City Manager	
Review	Completed	04/18/2017 11:16 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	04/18/2017 11:17 AM			
City Manager	John Whitson	City Manager Review	Completed	04/19/2017
	8:39 AM			
City Council	Jennifer Evans	Meeting	Completed	04/24/2017
	6:00 PM			

Meeting History

04/24/17	City Council	MOVED FORWARD	Next: 05/08/17
	Jim Powell briefed this item.		
05/08/17	City Council	MOVED FORWARD	Next: 05/22/17
	There were no public comments made at this hearing.		
05/22/17	City Council	MOVED FORWARD	Next: 06/12/17

RESOLUTION NO. 2017 - 050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER IN CONTRACT WITH LYNN, ROSS & GANNAWAY, LLP OF FORT WORTH, TEXAS FOR LEGAL SERVICES RELATED TO COLLECTIVE BARGAINING, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a petition was filed with the City Secretary pursuant to Section 174.051 of the Texas Local Government Code, to call for an election to consider adoption of collective bargaining for the City's fire fighters; and

WHEREAS, an election was held on Tuesday, November 8, 2016 to determine whether a majority of those voting are in favor of or opposed to collective bargaining for City of Texarkana fire fighters; and

WHEREAS, the voters of the City of Texarkana voted in favor of allowing collective bargaining for City of Texarkana fire fighters; and

WHEREAS, the scope of engagement is summarized in **ATTH 01**.

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

SECTION 1: That the recommendation to engage the law firm of Lynn, Ross & Gannaway, LLP to provide legal services related to collective bargaining matters is approved.

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 **12th day of June, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-050 RES Authorizing City Manager to enter into contract (1643 : 2017-050 RES authorizing the City Manager to enter into an



306 WEST BROADWAY AVENUE
 FORT WORTH, TEXAS 76104
 817.332.8505 MAIN/817.332.8548 FAX
 LABORCOUNSEL.NET

April 13, 2017

John A. Whitson
 City Manager
 City of Texarkana
 Via Email: John.whitson@txkusa.org

RE: Initial Representation Agreement –
 Collective Bargaining

Dear Mr. Whitson:

On behalf of Lynn, Ross & Gannaway, LLP, (the “Firm”), let me thank the City of Texarkana (“City”) for entrusting us again to represent the City in its Collective Bargaining matter. This letter will set forth the terms of our initial engagement. Experience has shown that a letter such as this is useful both to the client and to the Firm to express our respective expectations and undertakings.

I. SCOPE OF ENGAGEMENT

From our discussions with you, we understand that the scope of our engagement is to provide the City with advice on Collective Bargaining, and other counsel as the City may request from time to time. In general, our services may include analysis of legal and factual issues, analysis of applicable law, drafting and preparation of documents, and written and oral communications with City officials.

The terms and conditions of the Firm’s representation of the City, as set forth in this letter, will apply to any other future services which you instruct the Firm to perform, unless some other written agreement is reached between the City and the Firm at the time those instructions are received. However, unless specifically requested to perform other services on behalf of the City, the scope of our representation of the City will be limited as reflected above.

II. STAFFING

I will be the attorney at our Firm primarily responsible for performing the assigned legal work. Where appropriate, I may also utilize the services of legal assistants in the Firm. I will attempt wherever possible to make work assignments to maximize effectiveness and time efficiency, and minimizes the City’s legal expenses. Our goal is to provide to the City cost effective, high quality legal services.



III. BASIS FOR FEES AND COSTS

My time is billed on an hourly basis, or increments thereof. At present, my hourly rate is \$275.00. Partners are billed at \$225.00 per hour, and our Legal Assistant is billed at \$75.00 per hour.

In performing legal services for the City, the Firm may incur costs and advance sums on behalf of the City for items such as postage, faxes, courier and filing fees, travel expenses, mileage reimbursements (not to exceed IRS standards), transcript expenses, document preparation, investigation costs, copying costs at \$.20 per page if the Firm makes the copies or at our cost if an outside copying service makes the copies, and other charges related to the City's matter. Depending on the size of those charges, we may request that they be advanced by the City. However, to the extent that the Firm advances those expenses, the City agrees to reimburse the Firm for them on a monthly basis. Travel time is considered billable time and is billed accordingly.

The Firm will send the City monthly statements, indicating the current status of the City's account as to both fees and cost disbursements. These statements will be payable in full upon receipt. Our billing cycle ends on the 20th of each month. The City will not be sent a bill if no work was performed and no expenses were incurred during the billing cycle. Our bills provide a detailed description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on behalf of the City.

If, upon your receipt of the statement, you have any questions with regard to any charge set forth in it, or any item of information contained in it, please promptly telephone or write me so that we may discuss these matters when they are fresh in both our minds. I want to avoid any misunderstanding between us concerning fees or charges.

IV. CONCLUSION

Thank you for retaining us to assist the City on a forward-going basis. If this letter meets with the City's approval and understanding of our respective responsibilities, please sign it and return to me. This Agreement will take effect when you have signed it, but its effective date will be retroactive to the date the Firm first provided you with services.

Very Truly Yours,



Bettye Lynn
 lynn@laborcounsel.net
 Direct Dial: 817.332.8504

BL/jc



City of Texarkana
February 8, 2017
Page 3

Agreed to and accepted this _____ day of February, 2017.

John A. Whitson, City Manager

Attachment: 2017-050 ATTH 01 Engagement Letter (1643 : 2017-050 RES authorizing the City Manager to enter into an agreement for legal

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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 6/5/2017 4:17 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Resolution No. 2017-065 authorizing the City Manager to enter into a three-
year contract with BKD, LLP to perform the annual audit for the fiscal years
Subject: ending September 30, 2017, 2018, and 2019, with the option to renew.

Public **Second** **Council**
Briefing: 6/12/2017 **Hearing:** 6/26/2017 **Briefing:** July 10, 2017 **Vote:** 7/24/2017

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

In March of 2017, the City submitted a Request for Qualifications to both local and non-local qualified and experienced public accounting firms to obtain independent audit services for performance of the City's annual financial audits for the fiscal years ending September 30, 2017, 2018, and 2019, with the option of auditing financial statements for each of the two subsequent fiscal years, 2020 and 2021, based upon satisfactory performance. Notice of the Request for Qualifications was also posted to the City's website. Sealed bids were opened on April 20, 2017. Proposals were received from BKD, LLP of Dallas, TX; Patillo, Brown & Hill, LLP of Waco, Texas; McConnell & Jones, LLP of Houston, Texas; Gollob, Morgan & Peddy of Tyler, Texas; and Holliday, Lemons & Cox, P.C. of Texarkana, Texas. Proposed pricing for all five years (2017 – 2021) ranged from a total of \$478,725 to \$734,500. A committee consisting of the City Manager, City Chief Financial Officer, City Assistant Chief Financial Officer, TWU Executive Director, and TWU Finance Director was established to review all of the proposals. After considerable review of all proposals, the committee selected BKD, LLP of Dallas, TX.

Potential Options:

- Approve
- Deny

Fiscal Implications:

To maintain fiscal responsibility and verify that financial statements are fairly presented, in all material respects, in conformity with U.S. general accepted accounting principles.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Audit proposals were reviewed by a committee consisting of the City Manager, City Chief Financial Officer, City Assistant Chief Financial Officer, TWU Executive Director, and TWU Finance Director.

City of Texarkana, Texas

Board/Committee Recommendation:

Committee recommends approval.

Advisory Board/Committee Meeting Date and Minutes:

The committee met on May 2, 2017 and May 18, 2017.

Attachments

- a. 2017-065 RES Authorizing CM to enter into contract with BKD for audit services (DOC)
- b. 2017-065 ATTH 01 Audit RFQ (DOCX)
- c. 2017-065 ATTH 02 GFOA Best Practice Audit Procurement (PDF)
- d. 2017-065 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	
	05/19/2017 3:44 PM			
Finance Department	Kristin Peeples	Finance Review	Completed	05/19/2017
	3:44 PM			
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	05/19/2017 4:09 PM		
Deputy City Manager - Shirley Jaster		Shirley Jaster	Deputy City Manager	
Review	Completed	05/22/2017 11:31 AM		
Deputy City Manager - Kyle Dooley		Kyle Dooley	Deputy City Manager	
Review	Completed	05/22/2017 1:19 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	05/22/2017 1:32 PM			
City Manager	John Whitson	City Manager Review	Completed	06/02/2017
	2:54 PM			
City Council	Vicky Coopwood	Meeting	Pending	06/12/2017
	6:00 PM			

Meeting History

RESOLUTION NO. 2017-065

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A THREE-YEAR CONTRACT WITH BKD, LLP TO PERFORM THE ANNUAL AUDIT FOR THE CITY OF TEXARKANA, TEXAS, AND TEXARKANA WATER UTILITIES (TWU) FOR THE FISCAL YEARS ENDING SEPTEMBER 30, 2017, 2018, AND 2019, WITH THE OPTION TO RENEW FOR THE TWO SUBSEQUENT FISCAL YEARS OF 2020 AND 2021; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, it is necessary to secure the professional services of an accounting firm to perform the annual audits for the City of Texarkana, Texas, and Texarkana Water Utilities (TWU); and

WHEREAS, a Request for Qualifications was prepared and the City received a total of five (5) proposals from qualified firms that are capable of performing this service; and

WHEREAS, a review committee was established which consisted of the City Manager, City Chief Financial Officer, City Assistant Chief Financial Officer, TWU Executive Director, and TWU Finance Director; and

WHEREAS, the committee received a proposal from BKD, LLP to perform the above mentioned services for a total of three fiscal years with the option to renew for the two subsequent fiscal years; and

WHEREAS, the proposed cost per fiscal year is **\$135,000** for the fiscal year ending September 30, 2017, **\$140,000** for the fiscal year ending September 30, 2018, **\$146,00** for the fiscal year ending September 30, 2019, **\$151,500** for the fiscal year ending September 30, 2020, **\$158,000** for the fiscal year ending September 30, 2021; and

WHEREAS, the committee has chosen BKD, LLP to perform the annual audit for the City of Texarkana, Texas, and Texarkana Water Utilities (TWU) for the fiscal years ending September 30, 2017, 2018, and 2019, with the option to renew for the two subsequent fiscal years of 2020 and 2021.

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 three-year agreement with the firm of BKD, LLP to perform the annual audit for the City of Texarkana, Texas, and Texarkana Water Utilities (TWU) at a total cost not to exceed **\$135,000** for the fiscal year ending September 30, 2017, **\$140,000** for the fiscal year ending September 30, 2018, **\$146,000** for the fiscal year ending September 30, 2019.

SECTION 2: That the City Manager be and is hereby authorized to execute an additional two-year agreement with the firm of BKD, LLP to perform the annual audit for the City of

Texarkana, Texas, and Texarkana Water Utilities (TWU) at a total cost not to exceed **\$151,500** for the fiscal year ending September 30, 2020, and **\$158,000** for the fiscal year ending September 30, 2021 if the review committee deems the firm to be an acceptable choice for the two subsequent fiscal years renewal.

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 **24th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

SUBMIT TO: CITY OF TEXARKANA, TEXAS PURCHASING AND CONTRACTS MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501		 CITY OF TEXARKANA, TEXAS REQUEST FOR QUALIFICATIONS	
CONTACT PERSON: SHARON MOORE			
TEL: 903-798-3976 FAX: 903-798-3922 moores@txkusa.org			
TITLE: Audit Services Contract		NUMBER: 17-1601-01	SUBMITTAL DEADLINE: April 20, 2017@ 2:00 PM CST
PRE BID DATE, TIME AND LOCATION:			SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED
Enter Respondent Name:			
Enter Respondent's Business Name:			
Enter Respondent Address:			
Enter the following information: Business Number: () _____ - _____ Cell Number: () _____ - _____ Email Address: _____ Federal Tax ID Number or Social Security Number			

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

Authorized Signature

Title

Print/Type Name

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

Attachment: 2017-065 ATTH 01 Audit RFQ (1661 : 2017-065 RES approving audit contract)

The City of Texarkana, Texas ("City") is requesting a statement of qualifications and proposal (RFQ/RFP) for audit services (proposals) from qualified and experienced public accounting firms, whose principal officers are independent certified public accountants, to obtain independent audit services for performance of the City's annual financial audits for the fiscal years ending September 30, 2017, 2018, and 2019 with the option of auditing its financial statements for each of the two subsequent fiscal years, 2020 and 2021, based upon satisfactory performance. Audits are to be performed in accordance with generally accepted auditing standards.

Your proposal shall be governed by the following schedule:

3/27/17	RFQ posted to City website and distributed
4/14/17	Deadline for inquiries, questions, or requests for information
4/20/17	Responses due at 2:00 pm
4/20/17	Sealed bid opening by Audit Committee
TBD	Presentations by prospective firms
6/12/17	First briefing of recommendation to City Council
6/26/17	Public hearing of recommendation to City Council
7/10/17	Second briefing of recommendation to City Council
7/24/17	Council vote
9/30/17	Fiscal Year End
2/28/18	Comprehensive Annual Financial Report Issued
TBD	Presentation of audit to City Council

Facsimile or electronically transmitted responses are not acceptable. Late responses will be returned to Responder unopened if return address is provided. To be considered for this engagement your firm must meet the qualifications and satisfy the requirements set forth in this RFQ.

Mailing Address and Hand Delivery Address: Sharon Moore
Purchasing Manager
220 Texas Boulevard
Texarkana, Texas 75501

All questions and correspondence should be directed to Sharon Moore at moores@txkusa.org or to the above address.

Attachment: 2017-065 ATTH 01 Audit RFQ (1661 : 2017-065 RES approving audit contract)

1. Description of the City

The City of Texarkana, Texas (the City), incorporated in 1874, is located on the Texas –Arkansas state line in the northeast corner of the State of Texas. The City is 28 miles south of Oklahoma and 25 miles north of the Louisiana boundary line and it currently occupies a land area of 29.5 square miles and serves a population estimated at 37,850. The City is empowered to levy a property tax on real and personal properties located within its boundaries. It is also empowered by state statute to extend its corporate limits by annexation, which occurs periodically when deemed appropriate by the City Council.

The City has operated under the council-manager form of government since 1960. Policy-making and legislative authority are vested in a governing council (Council) comprised of the mayor and six members, all elected on a non-partisan basis. Council members serve two-year staggered terms, with three members elected by ward every two years. The mayor is elected at large, and serves a two-year term. The Council is responsible, among other things, for passing ordinances, adopting the budget, appointing committees, and hiring the City Manager, City Attorney, and Municipal Judge. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing the day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides a full range of services, including police, fire, streets and infrastructure, traffic engineering, parks, recreation, library, community development (planning and zoning), public improvements, tourism activities, and general administrative services. Water and sewer distribution and collection activities are provided by Texarkana, Texas water department in conjunction with the Texarkana, Arkansas water department, dba Texarkana Water Utilities (TWU). The Texas activity of TWU functions as a department of the City, and therefore has been included as an integral part of the City's financial statements. The City also participates in joint ventures with Texarkana, Arkansas to operate the Texarkana Regional Airport and the Bi-State Justice Center, and with three other local cities to operate the Texarkana Urban Transit District (TUTD).

The financial reporting entity (the government) includes all funds of the primary government (i.e., the City of Texarkana as legally defined), as well as all of its component units. Component units are legally separate entities for which the primary government is financially accountable. Discretely presented component units are legally separate entities and not part of the primary government's operations. The Texarkana-Bowie County Family Health Center is included in the financial statements as a discretely presented component unit.

2. Financial Reports

- A. Budgets, Audits/CAFRs, and Single Audits are available for review in the Finance section of the City's website which can be found at ci.texarkana.tx.us

3. General Information

- A Purpose:** The City of Texarkana, Texas ("City") is requesting proposals to obtain independent audit services for performance of the City's annual financial audit for the fiscal years ending September 30, 2017, 2018, and 2019. Proposals must be from qualified and experienced public accounting firms, whose principal officers are independent certified public accountants. The selected audit firm will have the opportunity to audit financials for each of the two subsequent fiscal years, based upon satisfactory performance, awarded by City Council in one year increments.
- B Standards:** The requested audits are to be performed in accordance with generally-accepted auditing standards; the standards set forth for financial audits in the General Accounting Office's (GAO) Government Auditing Standards; the provisions of the federal Single Audit Act of 1984 (as amended in 1996); and U.S. Office of Management and Budget (OMB) Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations.
- C Current Auditor:** The current audit firm, Holliday, Lemons, & Cox, P.C., completed the audit for the fiscal year ended September 30, 2016 and previous fiscal years.
- D Inquiries:** Deadline for inquiries is two weeks prior to deadline for proposals, as noted on the first page of the RFQ. Inquiries must be submitted in writing and a written response to inquiries will be

prepared and delivered to all known parties who have indicated an interest and intent in responding to the RFQ. All inquiries should be directed to Sharon Moore, Purchasing Manager for the City of Texarkana, Texas. Contact with personnel of the City of Texarkana, Texas other than the designated point of contact may be grounds for elimination from consideration in this selection process.

- E Acceptance:** All proposals must include a statement that they are valid for a minimum of 90 days subsequent to the closing of this RFQ.
 - F Cost of Proposal:** Costs related to preparation of response shall be the responsibility of the bidder.
 - G Right of Rejection:** The City reserves the right to reject any or all proposals submitted.
 - H Additional Information:** The City reserves the right during the evaluation process to request additional information or clarifications from bidders or to allow correction of errors or omissions. At the discretion of the City, firms may be invited to make presentations in-person as part of the final evaluation and selection process.
 - I Right of Retention:** The City reserves the right to retain all proposals submitted and to use any ideas contained in proposals even if not selected.
 - J Implied Acceptance:** Submission of a proposal implies acceptance of the terms and conditions of this RFQ unless specifically agreed-to in writing between the City and the selected firm. Proposed terms which differ from the requirements of the RFQ must be clearly identified and specifically noted in the proposal submitted and specifically agreed-to upon acceptance.
- 4. Proposal Content and Format:** One original and five copies shall be returned in a sealed envelope clearly bearing the name and address of the respondent. The proposal for services and the proposal for pricing should be placed in two separate sealed envelopes and labeled as follows:
- i. **"RFQ: Pricing Proposal for City of Texarkana, Texas Audit Services"**
 - ii. **"RFQ: Service Proposal for City of Texarkana, Texas Audit Services"**

The pricing proposal should include a table of proposed audit pricing which details the proposed audit bid prices for each of all five years requested (a clear price proposal for the first three years and proposed pricing for each of the two additional one-year terms).

The service proposal should contain the following information and format:

- A Title Page:** Title page showing the request for qualifications subject; the firm's name; the name, address, and telephone number of the contact person; and the date of the proposal.
- B Table of Contents**
- C Cover or Transmittal Letter** briefly stating the understanding of the audit service to be performed, the commitment to perform the work within the time period, a statement of why the firm believes itself to be the best firm to perform the engagement, a statement that the proposal is a firm, and irrevocable offer for ninety days. The transmittal letter must be signed by the appropriated authorized firm representative.
- D Firm Profile.** Include the following information about your firm:
The organization and size of your firm; whether it is local, regional, national, or international in operations.
 - 1. The names of person(s) authorized to represent your firm, their title(s), address, and telephone number(s).
 - 2. The location of the office from which the work is to be performed and the number of professional staff (by staff level) employed at that office.
 - 3. A description of the range of activities performed by the local office such as auditing, accounting, tax service, or management services.
 - 4. A positive statement that the following mandatory criteria are satisfied: An affirmation that you are properly licensed for practice as a certified public accountant to practice in the State of Texas and an affirmation that your firm meets the independence requirements of Governmental Auditing Standards, published by the U.S. General Accounting Office.
 - 5. List and describe the Responder's (or proposed subcontractor's) professional relationships involving the City or any of its agencies for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

6. An affirmation that your firm does not have a record of substandard audit work or on-going allegations or litigation.
7. An affirmation that your firm meets all specific requirements imposed by state or local law, rules, and regulations.

E. Firm Qualifications. Include the following information about your firm:

1. Please identify the audit managers and field supervisors and other staff who will work on the audit on a full-time basis and the number and nature of the staff to be employed on a part-time basis; including staff from other than the local office. For the office that will be assigned the audit, list the most significant and relevant engagements, up to a maximum of five, that have been performed within the last five years. Provide the name and telephone number of the principal client contact.
2. If the firm is a joint venture or a consortium, the qualifications of each firm comprising the joint venture or consortium shall be separately identified and the firm that is to serve as the principal auditor shall be noted, if applicable.
3. A copy of the report on the firm's most recent external quality control review, with a statement whether that review includes review of specific government engagements.
4. The results of any peer reviews, federal or state desk reviews, or field reviews of its audits during the past three years. In addition, the Responder shall provide information on the circumstances and status of any disciplinary action taken or pending against the Responder during the past three years with state regulatory bodies or professional organizations. Responder shall provide a list of past and current litigation and pending claims against the firm, if any.

F Audit Team Qualifications

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each person is registered or licensed to practice as a CPA in Texas and Arkansas, and performing government audits in particular.
2. The City recognizes that the engagement partners, managers, or other staff may change unforeseeably, but the City retains the right to approve, reject, or request partner and manager replacements.
3. Firms may subcontract portions of the engagement only if proposed subcontracting is clearly identified in the proposal. The City reserves the right to approve, disapprove, or request removal of subcontractors for any reason. The audit firm retains sole responsibility for execution of the terms and conditions of the services described in the scope of this RFQ.

G Completed Form W-9 (Federal request for Taxpayer ID No.)

H Completed Form CIQ (State Conflict of Interest Questionnaire) if there is a conflict of interest with respect to any of the elected officials named below or any other local government officer for the City of Texarkana, Texas.

- Mayor Bob Bruggeman
- Ward 1 Jean Matlock
- Ward 2 Willie Ray
- Ward 3 Betty Williams
- Ward 4 Dr. Brian Matthews
- Ward 5 Christy Paddock
- Ward 6 Josh Davis

5. Scope of Required Audit Services

- A The City desires the auditor to express an opinion on the financial statements of its governmental activities, business-type activities, each major fund and the aggregate remaining fund information in conformity with United States generally accepted accounting principles.
- B The auditor is required to audit the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise

the City's basic financial statements. However, the auditor is to provide an "in-relation-to" statement on the combining and individual fund financial statements and supplementary schedules based on the auditing procedures applied during the audit of the basic financial statements. The auditor is not required to audit the introductory section of the report or the statistical section of the report.

- C The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Accounting Standards Board as mandated by the United States generally accepted auditing standards.
- D The auditor is also required to audit the schedule of expenditures of Federal and State financial assistance. This information should be subject to the auditing procedures applied in the audit of the basic financial statements and in accordance with Governmental Auditing Standards, the Federal Single Audit Act and (OMB) Circular A-133. The auditor is to provide an opinion on the fair presentation of this schedule in relation to the basic financial statements taken as a whole.
- E. For the initial year of the audit engagement, the auditor is required to meet separately with the City and Texarkana Water Utility staff to discuss the specific level of work required by their respective personnel in preparation for the annual audit. This will necessarily include discussion of the year end workpapers the auditor will need prepared by staff, as well as those to be prepared by the auditor.

6. Auditing Standards to be Followed

- A The audit shall be made in accordance with:
 - 1 United States generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
 - 2 Standards for the financial audits set forth in the U.S. General Accounting Office's (GAO) Government Auditing Standards,
 - 3 Provisions of the Single Audit Act and the provisions of OMB Circular A-133, Audits of State and Local Government, and
 - 4 State and Federal laws or regulations.

7. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements the independent auditor will be required to issue the following reports for the City:

- A. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- B. A report on the internal control structure based on the independent auditor's understanding of the control structure and assessment of control risk.
- C. A report on compliance with applicable laws and regulations.
- D. A report on the schedule of expenditures of federal and state financial assistance.
- E. A report on the internal control structure used in administering federal and state financial assistance programs.
- F. A report on compliance with laws and regulations related to major and non-major federal programs. This report should include an opinion on compliance with specific requirements applicable to major federal and state financial assistance programs, and a report on compliance with laws and regulations applicable to non-major federal and state financial assistance program transactions tested.
- G. A report on component units.
- H. In the required reports on internal controls, the independent auditor shall communicate any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertion of management in the financial statements. Non-reportable conditions discovered by the independent auditor shall be reviewed with management. The reports on compliance shall include all material instances of non-compliance.

8. Other Considerations

- A. Each year, the City submits its CAFR to the Government Finance Officers Association of the United States and Canada (GFOA) for review in its Certificate of Achievement for Excellence in Financial Reporting Program. The City has received the Certificate of Achievement for 27 years, and it is

anticipated that the City will again receive the certificate for its fiscal year 2017 CAFR. Therefore, the successful audit firm will be required to provide special assistance to meet the requirements of this program.

9. Evaluation Criteria

- A. The audit committee will select the “best qualified” respondent. The respondent selected must have previous experience in performing audits of municipal governments. The evaluation criteria will include assessment of the following:
 - 1. Years of experience of the firm and audit team in performing audits of municipal governments.
 - 2. Qualifications of personnel to be assigned as engagement partner, manager, and other members of the audit team.
 - 3. Knowledge of the reporting requirements as well as the basic concepts and conventions underlying local government accounting and financial reporting principles.
 - 4. The overall satisfaction of other municipalities with the firm’s services.
- B. The committee will consists of:
 - 1. City Manager – City of Texarkana, Texas
 - 2. Executive Director – Texarkana Water Utilities
 - 3. Chief Financial Officer - City of Texarkana, Texas
 - 4. Finance Director - Texarkana Water Utilities
 - 5. Assistant Chief Financial Officer – City of Texarkana, Texas
- C. During the evaluation process, the committee may request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the selection committee may have on a firm’s proposal.
- D. The City reserves the right to conduct personal interviews of any or all firms prior to selection. The City will not be liable for any cost incurred by the Responder in connection with oral presentations or interviews such as travel accommodations, etc.

10. Final Selection

- A. The committee will make a final selection and will recommend this selection to the City Council at the June 12, 2017 council meeting. The City Council will be scheduled to vote on the item at the July 24, 2017 council meeting.

11. Manner of Payment

- A. Progress payments may be requested with submission of appropriate invoices based on hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm’s dollar cost estimate (not to exceed maximum total price without written city approval). Interim billing shall not cover a period of less than one calendar month.
- B. Progress payments cannot exceed 90% of the year’s contract price prior to completion.



BEST PRACTICE

Audit Procurement

BACKGROUND:

The Government Finance Officers Association (GFOA) has long recommended that state and local governmental entities obtain independent audits of their financial statements performed in accordance with the appropriate professional auditing standards. Properly performed audits play a vital role in the public sector by helping to preserve the integrity of the public finance functions and by maintaining citizens confidence in their elected leaders.

RECOMMENDATION:

GFOA makes the following recommendations regarding the selection of auditing services:

- The scope of the independent audit should encompass not only the fair presentation of the basic financial statements, but also the fair presentation of the financial statements of individual funds and component units. The cost of extending full audit coverage to the financial statements of individual funds and component units can be justified by the additional degree of assurance provided. Nevertheless, the selection of the appropriate scope of the independent audit ultimately remains a matter of professional judgment. Accordingly, those responsible for securing independent audits should make their decision concerning the appropriate scope of the audit engagement based upon their particular governments specific needs and circumstances, consistent with applicable legal requirements.
- Governmental entities should require in their audit contracts that the auditors of their financial statements conform to the independence standard promulgated in the General Accounting Offices *Government Auditing Standards* even for audit engagements that are not otherwise subject to generally accepted government auditing standards.
- Governmental entities should enter into multiyear agreements of at least five years in duration when obtaining the services of independent auditors. Such multiyear agreements can take a variety of different forms (e.g., a series of single-year contracts), consistent with applicable legal requirements. Such agreements allow for greater continuity and help to minimize the potential for disruption in connection with the independent audit. Multiyear agreements can also help to reduce audit costs by allowing auditors to recover certain "startup" costs over several years, rather than over a single year.
- Governmental entities should undertake a full-scale competitive process for the selection of independent auditors at the end of the term of each audit contract, consistent with applicable legal requirements. Ideally, auditor independence would be enhanced by a policy requiring that the independent auditor be replaced at the end of the audit contract, as is often the case in the private sector. Unfortunately, the frequent lack of competition among audit firms fully qualified to perform public-sector audits could make a policy of mandatory auditor rotation counterproductive. In such cases, it is recommended that a governmental entity actively seek

- the participation of all qualified firms, including the current auditors, assuming that the past performance of the current auditors has proven satisfactory. Except in cases where a multiyear agreement has taken the form of a series of single-year contracts, a contractual provision for the automatic renewal of the audit contract (e.g., an automatic second term for the auditor upon satisfactory performance) is inconsistent with this recommendation.
- Professional standards allow independent auditors to perform certain types of nonaudit services for their audit clients. Any significant nonaudit services should always be approved in advance by a governmental entity's audit committee. Furthermore, governmental entities should routinely explore the possibility of alternative service providers before making a decision to engage their independent auditors to perform significant nonaudit services.
 - The audit procurement process should be structured so that the principal factor in the selection of an independent auditor is the auditors' ability to perform a quality audit. In no case should price be allowed to serve as the sole criterion for the selection of an independent auditor.

References:

- *CPA Audit Quality: A Framework for Procuring Audit Services*, General Accounting Office, August 1987.
- *Audit Management Handbook*, Stephen J. Gauthier, GFOA, 1989.
- *An Elected Officials Guide to Auditing*, Stephen J. Gauthier, GFOA, 1992.
- *Governmental Accounting, Auditing and Financial Reporting (GAAFR)*, Stephen J. Gauthier, GFOA.

Applicable to Canadian Governments:

203 N. LaSalle Street - Suite 2700 | Chicago, IL 60601-1210 | Phone: (312) 977-9700 - Fax: (312) 977-4806

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: High

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:

City of Texarkana, Texas

Version: A

Update Date: 6/5/2017 1:24 PM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,
Ordinance No. 2017-067 amending the city's traffic register to establish a forty
mile per hour (40 mph) speed limit on University Avenue between the
beginning of the boulevard section near 6800 University Avenue and Bringle
Lake Village Drive, and University Avenue between Shilling Road and
Summerhill Road, and amending the city's traffic register to establish a thirty-
five mile per hour (35 mph) speed limit on Shilling Road between Bringle
Subject: Ridge Road and east end of University Avenue.

	Public	Second	Council
Briefing: <u>6/12/2017</u>	Hearing: <u>6/26/2017</u>	Briefing: <u>July 10, 2017</u>	Vote: <u>7/24/2017</u>

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

City staff recently conducted multiple speed studies along University Avenue and Shilling Road. One study was conducted near 6800 University Avenue. Studies were conducted on each travel lane. Studies showed 85th percentile speeds at approximately 40 mph for this section. The current speed limit for this section is 30 mph. Staff recommends setting the speed limit at 40 mph speed limit along University Avenue from the start of the boulevard section near 6800 University Avenue to Bringle Lake Village Drive. This speed limit will match the speed limit along University Avenue from Bringle Lake Village Drive to Bringle Ridge Road.

Studies were also conducted on the newly constructed portion University Avenue from Shilling Road to Summerhill Road. Each travel lane was also studied, and the results showed the 85th percentile speeds to be between 40 and 45 mph. The current speed limit is 30 mph. Since this is a newly constructed roadway entering or exiting a residential area with an intersection with a major highway, Staff recommends setting the speed limit at 40 mph. This will also be consistent with the other portions of University Avenue that are similar.

Studies were also conducted in two locations along the section of Shilling Road between Bringle Ridge Road and the east end of University Avenue. Studies showed the 85th percentile speeds along this section to be between 40 and 47 mph. The current speed limit is 30 mph. Due to the narrow width of the roadway, multiple number of driveways, and sight distance issues, Staff is recommending setting the speed limit at 35 mph.

Potential Options:

- Approve speed limits as recommended
- Disapprove speed limits as recommended

City of Texarkana, Texas

Fiscal Implications:

Minimal Cost to make and install speed limit signs

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2017-067 ORD Speed Limit Change on University Avenue and Shilling Road (DOC)
- b. 2017-067 Goals & Perspectives (DOCX)
- c. 2017-067 Exhibit C - OverallSpeedLimitMap (PDF)
- d. 2017-067 Exhibit A-SpeedLimitMap (PDF)
- e. 2017-067 Exhibit B-SpeedLimitMap (PDF)
- f. 2017-067 ATTH 01-6800 University Speed Study Summary Report (PDF)
- g. 2017-067 ATTH 02 University Phase 4 Speed Study Summary Report (PDF)
- h. 2017-067 ATTH 03 Shilling Road Speed Studies Summary Report (PDF)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review
Completed	05/24/2017 10:22 AM	
Police	Dan Shiner	Review
Completed	05/24/2017 10:23 AM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/26/2017 10:56 AM
Deputy City Manager - Shirley Jaster	Shirley Jaster	Deputy City Manager
Review	Completed	05/26/2017 11:12 AM
Public Information Officer	Lisa Thompson	PIO Review
Completed	05/26/2017 11:18 AM	
City Manager	John Whitson	City Manager Review
Completed	06/02/2017 2:35 PM	
City Council	Vicky Coopwood	Meeting
Completed	06/12/2017 6:00 PM	

Meeting History

ORDINANCE NO. 2017-067

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CITY'S TRAFFIC REGISTER TO ESTABLISH A FORTY MILE PER HOUR (40 MPH) SPEED LIMIT ON UNIVERSITY AVENUE BETWEEN THE BEGINNING OF THE BOULEVARD SECTION NEAR 6800 UNIVERSITY AVENUE AND SOUTH ENTRANCE TO BRINGLE LAKE VILLAGE ROAD, AND UNIVERSITY AVENUE BETWEEN SHILLING ROAD AND SUMMERHILL ROAD AND AMENDING THE CITY'S TRAFFIC REGISTER TO ESTABLISH A THIRTY-FIVE MILE PER HOUR (35 MPH) SPEED LIMIT ON SHILLING ROAD BETWEEN BRINGLE RIDGE ROAD AND THE EAST END OF UNIVERSITY AVENUE; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the present speed limit for University Avenue between the beginning of the boulevard section near 6800 University Avenue and the south entrance to Bringle Lake Village Road is established at maximum speed of thirty miles per hour (30 MPH) and is posted as such; and

WHEREAS, the present speed limit for University Avenue between Shilling Road and Summerhill Road is established at maximum speed of thirty miles per hour (30 MPH) and is posted as such; and

WHEREAS, the present speed limit for Shilling Road between Bringle Ridge Road and the east end University Avenue is established at maximum speed of thirty miles per hour (30 MPH) and is posted as such; and

WHEREAS, the City Council of the City of Texarkana, Texas, (the "City") has considered and determined that the recommended speed limit change for University Avenue between the beginning of the boulevard section near 6800 University Avenue and the south entrance to Bringle Lake Village Road would be in the best interest and safety of the citizens of the City of Texarkana, Texas; and

WHEREAS, the City has considered and determined that the recommended speed limit change for University Avenue between Shilling Road and Summerhill Road would be in the best interest and safety of the citizens of the City of Texarkana, Texas; and

WHEREAS, the City has considered and determined that the recommended speed limit change for Shilling Road between Bringle Ridge Road and the east end University Avenue would be in the best interest and safety of the citizens of the City of Texarkana, Texas; and

WHEREAS, the City desires to set the speed limit for University Avenue between the beginning of the boulevard section near 6800 University Avenue and the south entrance to Bringle Lake Village Road at **forty miles per hour (40 MPH)**; and

WHEREAS, the City desires to set the speed limit for University Avenue between Shilling Road and Summerhill Road at **forty miles per hour (40 MPH)**; and

WHEREAS, the City desires to set the speed limit for Shilling Road between Bringle Ridge Road and the east end University Avenue at **thirty-five miles per hour (35 MPH)**.

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

SECTION 1: That the City's Traffic Register is hereby amended to define speed zones as follows:

- (a) The section of University Avenue between the beginning of the boulevard section near 6800 University Avenue and the south entrance to Bringle Lake Village Road is regulated as to the speed of motor vehicles traveling thereon, and it shall be unlawful for the driver of any motor vehicle to drive said vehicle within said section, in each direction, at a speed in excess of forty miles per hour (40 MPH).
- (b) The section of University Avenue between Shilling Road and Summerhill Road is regulated as to the speed of motor vehicles traveling thereon, and it shall be unlawful for the driver of any motor vehicle to drive said vehicle within said section, in each direction, at a speed in excess of forty miles per hour (40 MPH).
- (c) The section of Shilling Road between Bringle Ridge Road and the east end University Avenue is regulated as to the speed of motor vehicles traveling thereon, and it shall be unlawful for the driver of any motor vehicle to drive said vehicle within said section, in each direction, at a speed in excess of thirty-five miles per hour (35 MPH).
- (c) The hereinabove speed for vehicular traffic traveling upon the designated street in each direction is hereby found to be a reasonable and safe prima facie speed limit therefor.
- (d) The Director of Public Works is hereby authorized and directed to require the City Engineer to erect appropriate signs indicating the prima facie speed limit herein established.
- (e) Any person violating any provision of this section shall upon conviction be deemed guilty of a misdemeanor and shall be fined in a sum not to exceed Two Hundred Dollars (\$200.00).

SECTION 2: That the City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 3: 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,

PUBLISH

impair or invalidate the remainder of this Ordinance.

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 5: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **24th day of July, 2017.**

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:

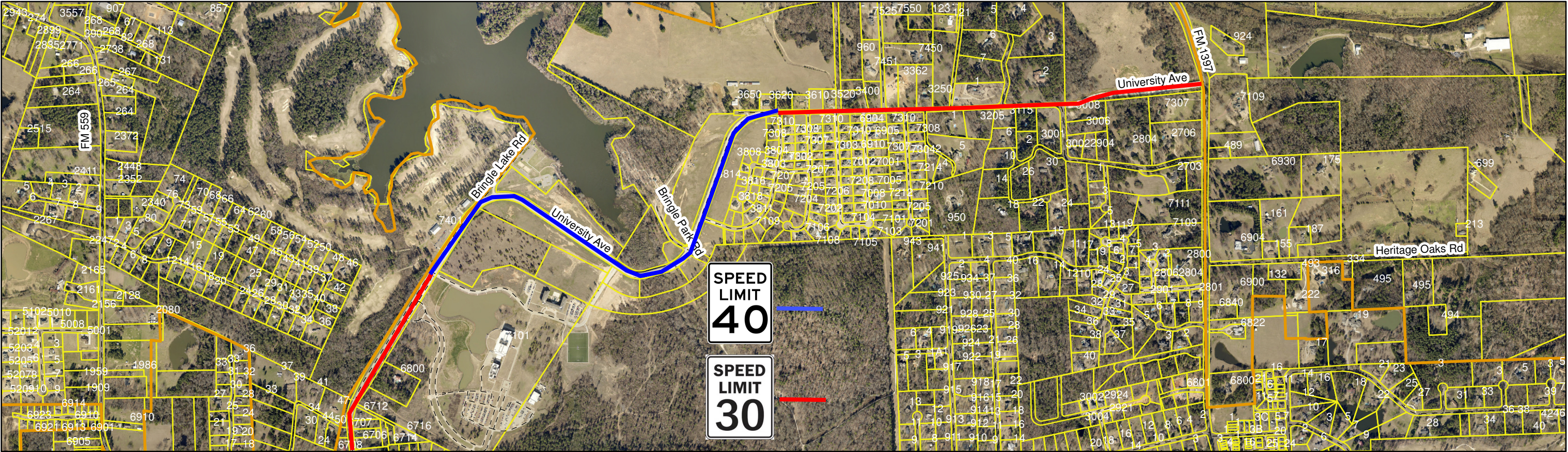
NONE APPLICABLE

Public Information Plan:

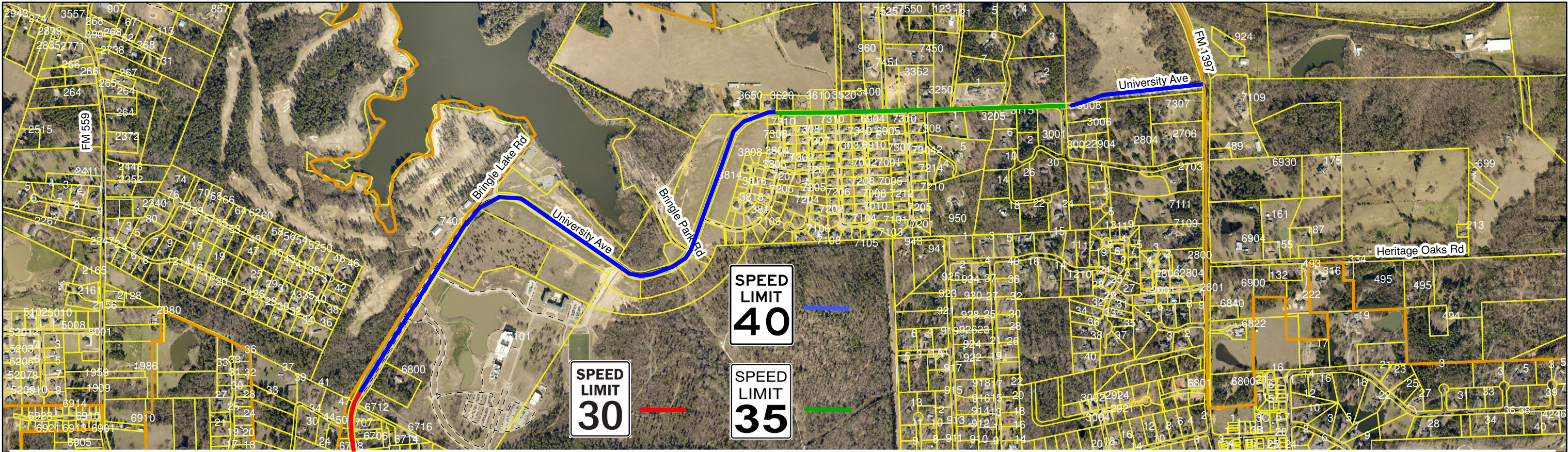
☒	Newspaper Notice (Required by Statute)	☐	Public Hearing (Required by Statute)
☒	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☐	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☐	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☐	None Required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

Other:

Existing Speed Limit Map



Proposed Speed Limit Map





SPEED
LIMIT
40

SPEED
LIMIT
40

University Ave

Dunham Dr

Leggett

SPEED
LIMIT
40

SPEED
LIMIT
35

SPEED
LIMIT
40

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: 6800 University Avenue

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the NB Inside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 04/18/2017 at 10:00 AM and concluded on 04/20/2017 at 10:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 3,213 vehicles passed through the location with a peak volume of 72 on 04/18/2017 at [17:45-18:00] and a minimum volume of 0 on 04/18/2017 at [23:45-00:00]. The AADT count for this study was 1,607.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 34 MPH with 84.17% vehicles exceeding the posted speed of 30 MPH. 0.32% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 39.42 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	2	3	42	454	1347	952	298	47	10	6	1	0	1	2

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 2391 which represents 76 percent of the total classified vehicles. The number of Vans & Pickups in the study was 701 which represents 22 percent of the total classified vehicles. The number of Busses & Trucks in the study was 36 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 37 which represents 1 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
2391	597	104	19	17	16	10	11							

CHART 2

HEADWAY

During the peak traffic period, on 04/18/2017 at [17:45-18:00] the average headway between vehicles was 12.329 seconds. During the slowest traffic period, on 04/18/2017 at [23:45-00:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 68.00 and 117.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: 6800 University Avenue

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the NB Outside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 04/18/2017 at 10:00 AM and concluded on 04/20/2017 at 10:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,365 vehicles passed through the location with a peak volume of 28 on 04/19/2017 at [17:30-17:45] and a minimum volume of 0 on 04/18/2017 at [21:45-22:00]. The AADT count for this study was 683.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 39 MPH with 97.06% vehicles exceeding the posted speed of 30 MPH. 1.62% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 44.83 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	1	0	4	35	286	487	355	139	32	11	5	2	1	3

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Vans & Pickups. The number of Passenger Vehicles in the study was 625 which represents 46 percent of the total classified vehicles. The number of Vans & Pickups in the study was 673 which represents 49 percent of the total classified vehicles. The number of Busses & Trucks in the study was 22 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 41 which represents 3 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
625	622	51	10	12	14	18	9							

CHART 2

HEADWAY

During the peak traffic period, on 04/19/2017 at [17:30-17:45] the average headway between vehicles was 31.034 seconds. During the slowest traffic period, on 04/18/2017 at [21:45-22:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 68.00 and 117.00 degrees F.

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: 6800 University Avenue**

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the SB Inside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 04/24/2017 at 10:00 AM and concluded on 04/26/2017 at 10:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,256 vehicles passed through the location with a peak volume of 31 on 04/25/2017 at [17:00-17:15] and a minimum volume of 0 on 04/24/2017 at [21:45-22:00]. The AADT count for this study was 628.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 30 - 35 MPH range or lower. The average speed for all classified vehicles was 34 MPH with 75.71% vehicles exceeding the posted speed of 30 MPH. 0.81% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 30MPH and the 85th percentile was 39.44 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
1	4	2	24	267	464	315	115	19	6	3	1	0	1	5

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 889 which represents 72 percent of the total classified vehicles. The number of Vans & Pickups in the study was 252 which represents 21 percent of the total classified vehicles. The number of Busses & Trucks in the study was 52 which represents 4 percent of the total classified vehicles. The number of Tractor Trailers in the study was 34 which represents 3 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
889	211	41	39	13	25	4	5							

CHART 2

HEADWAY

During the peak traffic period, on 04/25/2017 at [17:00-17:15] the average headway between vehicles was 28.125 seconds. During the slowest traffic period, on 04/24/2017 at [21:45-22:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 66.00 and 127.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: 6800 University Avenue

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the SB Outside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 04/24/2017 at 10:00 AM and concluded on 04/26/2017 at 10:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 3,099 vehicles passed through the location with a peak volume of 58 on 04/25/2017 at [17:00-17:15] and a minimum volume of 0 on 04/24/2017 at [22:45-23:00]. The AADT count for this study was 1,550.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 37 MPH with 94.56% vehicles exceeding the posted speed of 30 MPH. 0.71% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 42.86 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	0	3	5	160	871	1217	647	141	24	9	4	4	3	2

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 2095 which represents 68 percent of the total classified vehicles. The number of Vans & Pickups in the study was 896 which represents 29 percent of the total classified vehicles. The number of Busses & Trucks in the study was 28 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 71 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
2095	831	65	5	23	39	17	15							

CHART 2

HEADWAY

During the peak traffic period, on 04/25/2017 at [17:00-17:15] the average headway between vehicles was 15.254 seconds. During the slowest traffic period, on 04/24/2017 at [22:45-23:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 63.00 and 131.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: Midpoint between Summerhill and Shilling

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the EB Inside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 03/21/2017 at 11:00 AM and concluded on 03/22/2017 at 11:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 653 vehicles passed through the location with a peak volume of 30 on 03/21/2017 at [17:15-17:30] and a minimum volume of 0 on 03/21/2017 at [21:00-21:15]. The AADT count for this study was 653.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 36 MPH with 88.99% vehicles exceeding the posted speed of 30 MPH. 0.63% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 41.91 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	0	0	6	64	207	226	97	25	7	1	1	2	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 426 which represents 67 percent of the total classified vehicles. The number of Vans & Pickups in the study was 189 which represents 30 percent of the total classified vehicles. The number of Busses & Trucks in the study was 8 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 13 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
426	162	27	5	3	5	8	0							

CHART 2

HEADWAY

During the peak traffic period, on 03/21/2017 at [17:15-17:30] the average headway between vehicles was 29.032 seconds. During the slowest traffic period, on 03/21/2017 at [21:00-21:15] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 63.00 and 122.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: Midpoint between Summerhill and Shilling

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the EB Outside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 03/21/2017 at 11:00 AM and concluded on 03/22/2017 at 11:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 122 vehicles passed through the location with a peak volume of 6 on 03/21/2017 at [14:00-14:15] and a minimum volume of 0 on 03/21/2017 at [12:30-12:45]. The AADT count for this study was 122.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 39 MPH with 94.21% vehicles exceeding the posted speed of 30 MPH. 2.48% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 44.31 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	0	0	4	3	26	44	29	8	4	2	0	1	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 61 which represents 50 percent of the total classified vehicles. The number of Vans & Pickups in the study was 53 which represents 44 percent of the total classified vehicles. The number of Busses & Trucks in the study was 1 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 6 which represents 5 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
61	50	3	1	0	2	3	1							

CHART 2

HEADWAY

During the peak traffic period, on 03/21/2017 at [14:00-14:15] the average headway between vehicles was 128.571 seconds. During the slowest traffic period, on 03/21/2017 at [12:30-12:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 64.00 and 122.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: Midpoint between Summerhill and Shilling

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the WB Inside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 03/23/2017 at 11:00 AM and concluded on 03/24/2017 at 11:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 276 vehicles passed through the location with a peak volume of 10 on 03/23/2017 at [12:30-12:45] and a minimum volume of 0 on 03/23/2017 at [23:30-23:45]. The AADT count for this study was 276.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 39 MPH with 94.40% vehicles exceeding the posted speed of 30 MPH. 4.40% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 45.00 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	1	0	0	13	57	92	49	17	10	4	2	0	1	4

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 163 which represents 65 percent of the total classified vehicles. The number of Vans & Pickups in the study was 75 which represents 30 percent of the total classified vehicles. The number of Busses & Trucks in the study was 6 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 6 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
163	60	15	4	2	5	1	0							

CHART 2

HEADWAY

During the peak traffic period, on 03/23/2017 at [12:30-12:45] the average headway between vehicles was 81.818 seconds. During the slowest traffic period, on 03/23/2017 at [23:30-23:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 68.00 and 120.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: University Avenue
Location: Midpoint between Summerhill and Shilling

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the WB Outside Lane lane at University Avenue in Texarkana, TX in Bowie county. The study began on 03/23/2017 at 11:00 AM and concluded on 03/24/2017 at 11:00 AM, lasting a total of 24.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 409 vehicles passed through the location with a peak volume of 20 on 03/23/2017 at [17:30-17:45] and a minimum volume of 0 on 03/23/2017 at [22:30-22:45]. The AADT count for this study was 409.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 39 MPH with 97.51% vehicles exceeding the posted speed of 30 MPH. 1.74% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 43.86 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	0	0	2	8	81	172	101	27	4	2	2	0	0	3

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 213 which represents 53 percent of the total classified vehicles. The number of Vans & Pickups in the study was 168 which represents 42 percent of the total classified vehicles. The number of Busses & Trucks in the study was 8 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 13 which represents 3 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
213	156	12	3	5	4	4	5							

CHART 2

HEADWAY

During the peak traffic period, on 03/23/2017 at [17:30-17:45] the average headway between vehicles was 42.857 seconds. During the slowest traffic period, on 03/23/2017 at [22:30-22:45] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 68.00 and 122.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: Shilling Road
Location: 3205 Shilling Road

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the EB lane at Shilling Road in Texarkana, TX in Bowie county. The study began on 04/04/2017 at 11:00 AM and concluded on 04/06/2017 at 11:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,710 vehicles passed through the location with a peak volume of 32 on 04/04/2017 at [19:00-19:15] and a minimum volume of 0 on 04/04/2017 at [23:15-23:30]. The AADT count for this study was 855.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 40 - 45 MPH range or lower. The average speed for all classified vehicles was 41 MPH with 96.53% vehicles exceeding the posted speed of 30 MPH. 1.76% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 40MPH and the 85th percentile was 47.73 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	2	7	7	43	157	482	586	293	93	22	5	2	0	1

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 953 which represents 56 percent of the total classified vehicles. The number of Vans & Pickups in the study was 697 which represents 41 percent of the total classified vehicles. The number of Busses & Trucks in the study was 7 which represents 0 percent of the total classified vehicles. The number of Tractor Trailers in the study was 43 which represents 3 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
953	646	51	3	4	18	21	4							

CHART 2

HEADWAY

During the peak traffic period, on 04/04/2017 at [19:00-19:15] the average headway between vehicles was 27.273 seconds. During the slowest traffic period, on 04/04/2017 at [23:15-23:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 54.00 and 127.00 degrees F.

MH Corbin Traffic Analyzer Study
Computer Generated Summary Report
City: Texarkana
Street: Shilling Rd
Location: 3205 Shilling

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the WB lane at Shilling Rd in Texarkana, TX in Bowie county. The study began on 04/07/2017 at 02:00 PM and concluded on 04/10/2017 at 10:00 AM, lasting a total of 68.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,811 vehicles passed through the location with a peak volume of 28 on 04/07/2017 at [15:45-16:00] and a minimum volume of 0 on 04/07/2017 at [23:00-23:15]. The AADT count for this study was 639.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 37 MPH with 89.18% vehicles exceeding the posted speed of 30 MPH. 1.18% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 43.90 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
0	2	13	34	144	414	595	403	136	22	13	4	2	0	2

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 1282 which represents 72 percent of the total classified vehicles. The number of Vans & Pickups in the study was 412 which represents 23 percent of the total classified vehicles. The number of Busses & Trucks in the study was 42 which represents 2 percent of the total classified vehicles. The number of Tractor Trailers in the study was 48 which represents 3 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
1282	348	64	26	16	26	17	5							

CHART 2

HEADWAY

During the peak traffic period, on 04/07/2017 at [15:45-16:00] the average headway between vehicles was 31.034 seconds. During the slowest traffic period, on 04/07/2017 at [23:00-23:15] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 61.00 and 131.00 degrees F.

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report**

City: Texarkana

Street: Shilling Road

Location: ~~3295 Shilling Road~~ 3400 Block Shilling-DBH

A study of vehicle traffic was conducted with the device having serial number 302801. The study was done in the EB lane at Shilling Road in Texarkana, TX in Bowie county. The study began on 03/28/2017 at 11:00 AM and concluded on 03/30/2017 at 11:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,555 vehicles passed through the location with a peak volume of 30 on 03/29/2017 at [17:15-17:30] and a minimum volume of 0 on 03/29/2017 at [22:45-23:00]. The AADT count for this study was 778.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 35 MPH with 79.21% vehicles exceeding the posted speed of 30 MPH. 0.13% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 41.37 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
1	7	21	86	207	437	492	237	50	9	1	1	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 915 which represents 59 percent of the total classified vehicles. The number of Vans & Pickups in the study was 590 which represents 38 percent of the total classified vehicles. The number of Busses & Trucks in the study was 13 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 31 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
915	555	35	6	7	17	10	4							

CHART 2

HEADWAY

During the peak traffic period, on 03/29/2017 at [17:15-17:30] the average headway between vehicles was 29.032 seconds. During the slowest traffic period, on 03/29/2017 at [22:45-23:00] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 57.00 and 111.00 degrees F.

**MH Corbin Traffic Analyzer Study
Computer Generated Summary Report**

City: Texarkana

Street: Shilling Road

Location: ~~3205 Shilling Road~~ 3400 Block Shilling-DBH

A study of vehicle traffic was conducted with the device having serial number 302795. The study was done in the WB lane at Shilling Road in Texarkana, TX in Bowie county. The study began on 03/28/2017 at 11:00 AM and concluded on 03/30/2017 at 11:00 AM, lasting a total of 48.00 hours. Traffic statistics were recorded in 15 minute time periods. The total recorded volume showed 1,418 vehicles passed through the location with a peak volume of 25 on 03/28/2017 at [16:15-16:30] and a minimum volume of 0 on 03/28/2017 at [22:15-22:30]. The AADT count for this study was 709.

SPEED

Chart 1 lists the values of the speed bins and the total traffic volume for each bin. At least half the vehicles were traveling in the 35 - 40 MPH range or lower. The average speed for all classified vehicles was 34 MPH with 75.05% vehicles exceeding the posted speed of 30 MPH. 0.36% percent of the total vehicles were traveling in excess of 55 MPH. The mode speed for this traffic study was 35MPH and the 85th percentile was 41.21 MPH.

< to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 to 39	40 to 44	45 to 49	50 to 54	55 to 59	60 to 64	65 to 69	70 to 74	75 to >
2	5	18	118	203	375	410	194	47	10	4	1	0	0	0

CHART 1

CLASSIFICATION

Chart 2 lists the values of the classification bins and the total traffic volume accumulated for each bin.

Most of the vehicles classified during the study were Passenger Vehicles. The number of Passenger Vehicles in the study was 967 which represents 70 percent of the total classified vehicles. The number of Vans & Pickups in the study was 378 which represents 27 percent of the total classified vehicles. The number of Busses & Trucks in the study was 9 which represents 1 percent of the total classified vehicles. The number of Tractor Trailers in the study was 33 which represents 2 percent of the total classified vehicles.

< to 17	18 to 20	21 to 23	24 to 27	28 to 31	32 to 37	38 to 43	44 to >							
967	337	41	6	3	16	15	2							

CHART 2

HEADWAY

During the peak traffic period, on 03/28/2017 at [16:15-16:30] the average headway between vehicles was 34.615 seconds. During the slowest traffic period, on 03/28/2017 at [22:15-22:30] the average headway between vehicles was 900 seconds.

WEATHER

The roadway surface temperature over the period of the study varied between 55.00 and 111.00 degrees F.

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 6/5/2017 4:18 PM

Lead Department: Finance Department**Action Officer:** Kristin Peeples,**Subject:** Resolution No. 2017-066 approving a debt management policy.

Public	Second	Council
Briefing: <u>6/12/2017</u>	Hearing: 6/26/2017	Briefing: <u>July 10, 2017</u>
		Vote: <u>7/24/2017</u>

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City has never established a formal debt management policy. The Government Finance Officers Association (GFOA) recommends that state and local governments adopt comprehensive written debt management policies. According to the GFOA, establishing a formal policy improves the quality of decisions, articulates policy goals, provides guidelines for the structure of debt issuance, and demonstrates a commitment to long-term capital and financial planning. Adherence to a debt management policy signals to rating agencies and the capital markets that a government is well managed and therefore is likely to meet its debt obligations in a timely manner.

The development of this process began with a review of GFOA recommendations along with the review of many other cities that have established debt management policies. Examples included very basic to more complex and the calculation of debt limits ranged from percentage of assessed valuation, percentage of total expenditures, the state limit, etc. City staff has chosen to follow the calculation method that is based on debt service as a percentage of general fund expenditures. Our research found that this method is followed by many local governments and it aligns well with the calculations used in our capital improvement plan worksheets. This policy proposes maintaining debt service expenditures as a percentage of total general fund expenditures of not more than twenty percent (20%). While this percentage would be an established ceiling, our goal would be to operate at less than this amount. Historical trends show that we have been operating at a range of 13-15% over the last six years. Upon completion of the initial debt management policy draft, this document was sent to FirstSouthwest, the City's financial advisor, and Norton, Rose & Fulbright, the City's bond counsel for their review and comments.

Potential Options:

- Approve
- Deny

Fiscal Implications:

City of Texarkana, Texas

An established debt management policy provides guidelines for the structure of debt issuance and demonstrates a commitment to long-term capital and financial planning. A formal policy is also viewed favorably by rating agencies and capital markets.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2017-066 RES Debt Management Policy (DOC)
- b. 2017-066 EXH 'A' Debt Management Policy(DOCX)
- c. 2017-066 ATTH 01 Debt as a Percent of GF Expenditures (XLSX)
- d. 2017-066 ATTH 02 Debt Policy Powerpoint (PPTX)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed
	05/22/2017 11:04 AM		
Deputy City Manager - Shirley Jaster	Shirley Jaster	Deputy City Manager	
Review	Completed	05/22/2017 11:29 AM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/22/2017 1:39 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/22/2017 1:57 PM		
City Manager	John Whitson	City Manager Review	Completed 06/02/2017
2:49 PM			
City Council	Vicky Coopwood	Meeting	Pending 06/12/2017
6:00 PM			

Meeting History

RESOLUTION NO. 2017-066**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A FORMAL DEBT MANAGEMENT POLICY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City does not have a written debt management policy that has been approved by the City Council; and

WHEREAS, the Government Finance Officers Association, bond rating agencies, and best practices recommend that governments establish a formal debt management policy.

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

SECTION 1: That the policy document attached as **Exhibit ‘A’** is approved as the City’s formal debt management policy.

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 **24th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-066 RES Debt Management Policy [Revision 1] (1662 : 2017-066 RES Debt Management Policy)

CITY OF TEXARKANA, TEXAS

Debt Management Policy

The City of Texarkana, Texas (the “City”) recognizes that the foundation of any well-managed debt program is a comprehensive debt management and post issuance policy outlining the parameters for issuing new debt and managing the existing debt portfolio, identifying the types and amounts of permissible debt, providing guidance to decision makers regarding the purposes for which debt may be issued, and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax-exempt status of the City’s debt.

I. DEBT MANAGEMENT POLICY

1.0 POLICY

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

The City’s Debt Management Policy (the “Debt Policy”) provides guidance for staff to:

- a. Ensure high quality debt management decisions;
- b. Ensure support for debt issuances both internally and externally;
- c. Impose order and discipline in the debt issuance process;
- d. Promote consistency and continuity in the decision making process;
- e. Ensure that the debt management decisions are viewed positively by rating agencies, investment community and taxpayers; and
- f. Demonstrate a commitment to long-term financial planning objectives.

2.0 SCOPE

This Policy applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

3.0 OBJECTIVES

The primary objective of this Policy is to ensure that the City establishes and maintains a solid position with respect to its debt service and debt proceeds funds, and that proceeds from long-term debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with State law and City ordinances.

The City will seek all possible federal and state reimbursement for mandated projects and /or programs. The City will pursue a balanced relationship between issuing debt

EXHIBIT 'A'

and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the City Council.

Other objectives include:

- a. Debt shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project being financed;
- b. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and
- c. Debt service and debt proceeds funds shall be managed and invested in accordance with all federal, state, and local laws and in conjunction with the Tax Certificate of each debt issue to assure availability to cover project costs and debt service payments when due.

4.0 IMPLEMENTATION

The Policy requires:

- a. Payment of principal and interest on all outstanding debt in full and timely manner;
- b. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the City;
- c. Development, approval, and financing of capital improvements in accordance with City Code and the capital improvement budgeting process;
- d. Structuring of principal and interest retirement schedules to: (1) achieve a low borrowing cost for the City, (2) accommodate the debt service payments of existing debt, and (3) respond to perceptions of market demand, all while maintaining future flexibility in the City's debt portfolio;
- e. Selection of a method of sale that shall maximize the financial benefit to the City;
- f. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and
- g. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Comprehensive Annual Financial Report ("CAFR"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service ("IRS") to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

5.0 STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

- a. Match projected cash flows and pledged revenues;
- b. Minimize the impact of future tax levies;
- c. Maintain a consistent and as rapid as practicable payment of principal;
- d. Maintain a level overall annual debt service payment structure;
- e. Equal the lesser of the useful life of the asset being financed or the maximum legal maturity for the obligations issued to finance the acquisition, construction, or improvement of the asset or equipment.

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- f. Maintain future flexibility in the City's debt portfolio.

5.1 Fixed Interest versus Variable Interest

The City generally issues fixed rate debt primarily to protect the City against interest rate risk. The City has the option to issue variable rate debt if market conditions warrant and Council approves it.

5.2 Other Considerations

Debt is generally issued such that:

- a. The average life is 20 years or less for general obligation debt and revenue debt. The City may choose a longer term for revenue debt for projects whose lives are greater than 20 years.
- b. Debt service interest is paid in the first fiscal year after a debt issuance, and principal is paid no later than the second fiscal year after the debt is issued. In certain circumstances, the City may defer principal for a longer period of time in order to meet its financing objectives or to better match anticipated repayment streams associated with a revenue-generating project.
- c. Call provisions for debt issues shall be made as short as possible consistent with the lowest interest cost to the City. The targeted maximum length to call is 10 years. However, the City may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.

6.0 FINANCING ALTERNATIVES

The City shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of City services at the lowest cost. City staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including general obligation bonds, certificates of obligation and tax notes, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All debt or other general obligation debt shall be sold in accordance with applicable law.

6.1 Pay-As-You-Go Financing

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you-go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, and public/private partnerships. Once the City has determined that pay-as-you-go is not a feasible or sufficient financing option, the City may use bonds, loans, notes, or other debt financing sources as deemed appropriate by City staff and approved by Council.

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6.2 General Obligation Bonds

General obligation bonds may be used if the following criteria are met:

- a. The General Obligation bond funds are used for new or expanded facilities, major repair or renovations to existing facilities, equipping facilities, quality-of-life projects, infrastructure or other large-scale projects;
- b. The useful life of the capital asset acquired/constructed/improved will be more than one year, or the funds will extend the useful life of an asset;
- c. To purchase or acquire land or other assets, as needed; and
- d. Voter authorization is given through approval in a bond election in accordance with State law.

6.2.1 The total dollar amount of General Obligation bond election propositions recommended to the voters shall not exceed the City's estimated ability to issue said bonds within a normal five (5) year period. In certain cases, particularly if the City has a large-scale project, a period longer than 5 years may be required to issue the bonds.

6.2.2 Reimbursement resolutions, if required for funds to be advanced prior to issuance of General Obligation bonds, may be used for projects funded through General Obligation bonds.

6.2.3 General Obligation bonds may be used to fund quality-of-life projects that include, but are not limited to, the City's parks, libraries, non-public safety facilities, internet and entertainment, sports and amusement-type facilities or other recreation type facilities. General Obligation bonds may also be used to fund street improvements or other infrastructure related improvements.

6.3 Certificates of Obligation

Certificates of obligation may be issued for the following projects/acquisitions:

- Finance permanent improvements and land acquisition;
- Renovate, acquire, construct facilities and facility improvements;
- Construct street improvements
- Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities
- Retrofitting/rehabilitation projects
- Infrastructure projects (street and draining work)
- Emergency city facilities rehabilitation (storm water draining, etc.)
- Major core service facilities (police, fire, streets, etc.)
- Quality of life projects or facilities

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Notwithstanding the policy set forth herein and in section 5.1, certificates of obligation or other long-term debt may be considered if the following criteria are met:

- The project is needed, timely and/or fits within the City's long-term capital plan;
- Source of revenue is specific and can be expected to cover the additional debt;
- The expected debt is the most cost effective financing option available.

In addition, the average maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a life of one year or longer.

Reimbursement resolutions may be used for projects funded through certificates of obligations.

6.3.1 Certificates of Obligations - Enterprise Fund

Certificates of obligation for an enterprise system will be limited to only those projects which can demonstrate the capability to support the certificate debt either through its own revenues, or another pledged source other than ad valorem taxes and meet the same criteria as outlined in 6.2 above.

6.4 Revenue Bonds

Revenue bonds will be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by State statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

6.5 Other debt obligations

The use of other debt obligations, permitted by law, including but not limited to, public property finance act contractual obligations, pension obligation bonds, tax notes, and lease purchase obligations, will be reviewed on a case-by-case basis. The findings in 6.2 above will be considered for the use of these obligations.

7.0 METHODS OF SALE

The City's debt obligations may be sold by competitive, negotiated sale methods, or private placement. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. When considering the method of sale, the City may consider the following issues:

- a. Financial conditions;
- b. Market conditions;
- c. Transaction-specific conditions;

EXHIBIT 'A'

- d. City-related conditions;
- e. Risks associated with each method;
- f. Complexity of the Issue – Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;
- g. Volatility of Bond Yields – If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes; and
- h. Size of the Issue - The City may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the debt sale.

7.1 Competitive Sale

In a competitive sale, debt is awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest True Interest Cost ("TIC") bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

7.2 Negotiated Sale

In a negotiated sale, the City chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of obligations to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are typically more advantageous when flexibility in the sale date is needed or when less conventional debt structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

7.3 Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions or government agencies or authorities. The City may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the debt is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

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8.0 REFUNDING OF DEBT

All forms of refunding debt shall be approved by Council in accordance with City ordinances and the Department of Finance and Administration in accordance with State law.

8.1 Advance Refunding

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent, or greater.

8.2 Current Refunding

Current refunding transactions issued for savings maybe considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent.

8.3 Refunding for Debt Restructuring

From time to time, the City may also issue refunding debt for other purposes, rather than net present value savings, such as restructuring debt, changing covenants, or changing the repayment source of the debt.

9.0 DEBT LIMITS

9.1 The City charter does not provide for a debt limit. Under provisions of State law, the maximum rate is limited to \$2.50 per \$100 of assessed valuation. Since debt service payments represent a fixed expense and impact the City's total budget, the City will not issue debt that negatively impacts its ability to fund current operations or limit projected operational funding requirements. The City will strive to maintain debt service payments as a percentage of total general fund expenditures of not more than twenty percent (20%).

10.0 MATURITY LEVELS**10.1 Revenue Debt**

The term of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed forty years.

10.2 General Obligation Debt

The term of general obligation debt shall not exceed forty years.

11.0 MANAGEMENT OF DEBT SERVICE FUND**11.1 Interest Earnings**

Interest earnings on debt and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

11.2 Debt Service Reserves – General Obligation Bonds

Debt service reserves for general obligation bonds shall not be required.

EXHIBIT 'A'

11.3 Debt Service Reserves – Revenue Bonds

Debt service reserves for capital improvement or revenue bonds shall be maintained at levels required by controlling bond ordinances.

11.4 IRS Rules and Regulations

The City shall comply with all IRS rules and regulations including, but not limited to, arbitrage.

12.0 RATINGS

Adherence to a debt management policy helps insure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit. Toward that end, the City will take the following steps.

12.1 Strive to maintain good relationships with bond rating agencies as well as disclose financial reports and information to these agencies and to the public.

12.2 Obtain a rating from at least one nationally recognized bond-rating agency on all issues being sold in the public market.

12.3 Make timely disclosure of annual financial information or other requested information to the rating agencies.

13.0 CONTINUING DISCLOSURE

The City will take all appropriate steps to comply with federal securities laws, including, but not limited to, Securities and Exchange Commission ("SEC") Rule 15c2 -12 the ("Rule"). The City will make annual and event disclosure filings to the MSRB via EMMA as required by the Rule and its continuing disclosure undertakings.

14.0 SELECTION OF FINANCIAL ADVISOR

The City shall retain an independent financial advisor for advice on the structuring of new debt, financial analysis of various options, including refunding opportunities, the rating review process, the marketing and marketability of City debt obligations, issuance and post- issuance services, the preparation of certain offering documents (an "Official Statement") and other services, as necessary. The City will seek the advice of the financial advisor on an ongoing basis. The financial advisor will perform other services as defined by the agreement approved by the City Council. The financial advisor will not bid on nor underwrite any City debt issues in accordance with MSRB rules.

15.0 SELECTION OF BOND COUNSEL

The City shall retain bond counsel for legal and procedural advice on all debt issues. Bond counsel shall advise the City Council in all matters pertaining to its bond ordinance(s) and /or resolution(s). The bond attorneys shall prepare all ordinances and

EXHIBIT 'A'

other legal instruments required for the execution and sale of any bonds issued which shall then be reviewed by the City Attorney and the Director of Finance. The City will also seek the advice of bond counsel on all other types of debt and on any other questions involving federal tax or arbitrage law. Special counsel may be retained to protect the City's interest in complex negotiations.

III. DEBT MANAGEMENT POLICY REVIEW

This Debt Management and Post Issuance Policy shall be reviewed at least once every three years by the City Council. However, the City Council may review and amend or modify this Policy as conditions warrant at any time. Any modifications to this Policy shall be approved by City Council.

Last Updated

5/22/2017

CITY OF TEXARKANA, TEXAS

Debt Management Policy

The City of Texarkana, Texas (the "City") recognizes that the foundation of any well-managed debt program is a comprehensive debt management and post issuance policy outlining the parameters for issuing new debt and managing the existing debt portfolio, identifying the types and amounts of permissible debt, providing guidance to decision makers regarding the purposes for which debt may be issued, and verifying that the IRS regulations regarding post issuance compliance are met to preserve the tax-exempt status of the City's debt.

I. DEBT MANAGEMENT POLICY

1.0 POLICY

Adherence to a debt management policy helps ensure that the City maintains the current or an improved bond rating in order to minimize borrowing costs and preserve access to credit.

The City's Debt Management Policy (the "Debt Policy") provides guidance for staff to:

- a. Ensure high quality debt management decisions;
- b. Ensure support for debt issuances both internally and externally;
- c. Impose order and discipline in the debt issuance process;
- d. Promote consistency and continuity in the decision making process;
- e. Ensure that the debt management decisions are viewed positively by rating agencies, investment community and taxpayers; and
- f. Demonstrate a commitment to long-term financial planning objectives.

2.0 SCOPE

This Policy applies to all debt instruments issued by the City regardless of the funding source. Funding sources can be derived from, and debt secured by, ad valorem taxes, general City revenues, enterprise fund revenues or any other identifiable source of revenue that may be identified for appropriate pledging for bonded indebtedness.

3.0 OBJECTIVES

The primary objective of this Policy is to ensure that the City establishes and maintains a solid position with respect to its debt service and debt proceeds funds, and that proceeds from long-term debt will not be used for current operations but rather for capital improvements, and related expenses, and other long-term assets in accordance with State law and City ordinances.

The City will seek all possible federal and state reimbursement for mandated projects and /or programs. The City will pursue a balanced relationship between issuing debt

2017-066 EXHIBIT 'A'

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and pay-as-you-go financing as dictated by prevailing economic factors and as directed by the City Council.

Other objectives include:

- a. Debt shall be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project being financed;
- b. Decisions shall be made based on a number of factors and will be evaluated against long-term goals rather than a short-term fix; and
- c. Debt service and debt proceeds funds shall be managed and invested in accordance with all federal, state, and local laws and in conjunction with the Tax Certificate of each debt issue to assure availability to cover project costs and debt service payments when due.

4.0 IMPLEMENTATION

The Policy requires:

- a. Payment of principal and interest on all outstanding debt in full and timely manner;
- b. Incurrence of debt for those purposes permissible under State law and the home-rule charter of the City;
- c. Development, approval, and financing of capital improvements in accordance with City Code and the capital improvement budgeting process;
- d. Structuring of principal and interest retirement schedules to: (1) achieve a low borrowing cost for the City, (2) accommodate the debt service payments of existing debt, and (3) respond to perceptions of market demand, all while maintaining future flexibility in the City's debt portfolio;
- e. Selection of a method of sale that shall maximize the financial benefit to the City;
- f. Effective communication with bond rating agencies to ensure complete and clear understanding of the credit worthiness of the City; and
- g. Full, complete, and accurate disclosure of financial conditions and operating results in every financial report, bond prospectus and Comprehensive Annual Financial Report ("CAFR"). All reports shall conform to guidelines issued by the Government Finance Officers Association ("GFOA"), Securities and Exchange Commission ("SEC"), and the Internal Revenue Service ("IRS") to meet the disclosure needs of rating agencies, underwriters, investors, and taxpayers.

5.0 STRUCTURE OF DEBT

Debt service shall be structured to the greatest extent possible to:

- a. Match projected cash flows and pledged revenues;
- b. Minimize the impact of future tax levies;
- c. Maintain a consistent and as rapid as practicable payment of principal;
- d. Maintain a level overall annual debt service payment structure;
- e. Equal the lesser of the useful life of the asset being financed or the maximum legal maturity for the obligations issued to finance the acquisition, construction, or improvement of the asset or equipment.

- f. Maintain future flexibility in the City's debt portfolio.

5.1 Fixed Interest versus Variable Interest

The City generally issues fixed rate debt primarily to protect the City against interest rate risk. The City has the option to issue variable rate debt if market conditions warrant and Council approves it.

5.2 Other Considerations

Debt is generally issued such that:

- a. The average life is 20 years or less for general obligation debt and revenue debt. The City may choose a longer term for revenue debt for projects whose lives are greater than 20 years.
- b. Debt service interest is paid in the first fiscal year after a debt issuance, and principal is paid no later than the second fiscal year after the debt is issued. In certain circumstances, the City may defer principal for a longer period of time in order to meet its financing objectives or to better match anticipated repayment streams associated with a revenue-generating project.
- c. Call provisions for debt issues shall be made as short as possible consistent with the lowest interest cost to the City. The targeted maximum length to call is 10 years. However, the City may opt for a call date longer than 10 years in order to achieve the necessary goals of the particular issue.

6.0 FINANCING ALTERNATIVES

The City shall develop a level of cash and debt funded capital improvement projects that provide the citizens with the desired amount of City services at the lowest cost. City staff shall assess all financial alternatives for funding capital improvements prior to issuing debt.

Long-term general obligation debt, including general obligation bonds, certificates of obligation and tax notes, or revenue bonds shall be issued to finance significant and desirable capital improvements. Proceeds of general obligation debt will be used only for the purposes approved by voters in bond elections or set forth in the notices of intent for certificates of obligation or to refund previously issued general obligation bonds, certificates of obligation or revenue bonds. All debt or other general obligation debt shall be sold in accordance with applicable law.

6.1 Pay-As-You-Go Financing

Pay-as-you-go financing should be considered before issuing any debt. Pay-as-you-go financing may include: intergovernmental grants from federal, state and other sources, current revenues or fund balances, private sector contributions, and public/private partnerships. Once the City has determined that pay-as-you-go is not a feasible or sufficient financing option, the City may use bonds, loans, notes, or other debt financing sources as deemed appropriate by City staff and approved by Council.

6.2 General Obligation Bonds

General obligation bonds may be used if the following criteria are met:

- a. The General Obligation bond funds are used for new or expanded facilities, major repair or renovations to existing facilities, equipping facilities, quality-of-life projects, infrastructure or other large-scale projects;
- b. The useful life of the capital asset acquired/constructed/improved will be more than one year, or the funds will extend the useful life of an asset;
- c. To purchase or acquire land or other assets, as needed; and
- d. Voter authorization is given through approval in a bond election in accordance with State law.

6.2.1 The total dollar amount of General Obligation bond election propositions recommended to the voters shall not exceed the City's estimated ability to issue said bonds within a normal five (5) year period. In certain cases, particularly if the City has a large-scale project, a period longer than 5 years may be required to issue the bonds.

6.2.2 Reimbursement resolutions, if required for funds to be advanced prior to issuance of General Obligation bonds, may be used for projects funded through General Obligation bonds.

6.2.3 General Obligation bonds may be used to fund quality-of-life projects that include, but are not limited to, the City's parks, libraries, non-public safety facilities, internet and entertainment, sports and amusement-type facilities or other recreation type facilities. General Obligation bonds may also be used to fund street improvements or other infrastructure related improvements.

6.3 Certificates of Obligation

Certificates of obligation may be issued for the following projects/acquisitions:

- Finance permanent improvements and land acquisition;
- Renovate, acquire, construct facilities and facility improvements;
- Construct street improvements
- Capital asset acquisitions (heavy equipment, vehicles, IT equipment, etc.)
- Rehabilitation and/or extension of the useful life of existing facilities
- Retrofitting/rehabilitation projects
- Infrastructure projects (street and draining work)
- Emergency city facilities rehabilitation (storm water draining, etc.)
- Major core service facilities (police, fire, streets, etc.)
- Quality of life projects or facilities

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Notwithstanding the policy set forth herein and in section 5.1, certificates of obligation or other long-term debt may be considered if the following criteria are met:

- The project is needed, timely and/or fits within the City's long-term capital plan;
- Source of revenue is specific and can be expected to cover the additional debt;
- The expected debt is the most cost effective financing option available.

In addition, the average maturity of non-voter approved debt shall not exceed the average life of the project financed. Capital items shall have a life of one year or longer.

Reimbursement resolutions may be used for projects funded through certificates of obligations.

6.3.1 Certificates of Obligations - Enterprise Fund

Certificates of obligation for an enterprise system will be limited to only those projects which can demonstrate the capability to support the certificate debt either through its own revenues, or another pledged source other than ad valorem taxes and meet the same criteria as outlined in 6.2 above.

6.4 Revenue Bonds

Revenue bonds will be issued for projects that generate revenues that are sufficient to repay the debt. Except where otherwise required by State statutes, revenue bonds may be issued without voter approval and only in accordance with the laws of Texas.

6.5 Other debt obligations

The use of other debt obligations, permitted by law, including but not limited to, public property finance act contractual obligations, pension obligation bonds, tax notes, and lease purchase obligations, will be reviewed on a case-by-case basis. The findings in 6.2 above will be considered for the use of these obligations.

7.0 METHODS OF SALE

The City's debt obligations may be sold by competitive, negotiated sale methods, or private placement. The selected method of sale depends upon the option which is expected to result in the lowest cost and most favorable terms to the City given the financial structure used, market conditions, and prior experience. When considering the method of sale, the City may consider the following issues:

- a. Financial conditions;
- b. Market conditions;
- c. Transaction-specific conditions;

- d. City-related conditions;
- e. Risks associated with each method;
- f. Complexity of the Issue – Municipal securities with complex security features require greater marketing and buyer education efforts on the part of the underwriter, to improve the investors' willingness to purchase;
- g. Volatility of Bond Yields – If municipal markets are subject to abrupt changes in interest rates, there may be a need to have some flexibility in the timing of the sale to take advantage of positive market changes or to delay a sale in the face of negative market changes; and
- h. Size of the Issue - The City may choose to offer sizable issues as negotiated sales so that pre-marketing and buyer education efforts may be done to more effectively promote the debt sale.

7.1 Competitive Sale

In a competitive sale, debt is awarded in a sealed bid sale to an underwriter or syndicate of underwriters that provides the lowest True Interest Cost ("TIC") bid. TIC is defined as the rate, which will discount the aggregate amount of debt service payable over the life of the bond issue to its present value on the date of delivery. It is customary for bids to be submitted electronically through a secure website.

7.2 Negotiated Sale

In a negotiated sale, the City chooses an underwriter or underwriting syndicate that is interested in reoffering a particular series of obligations to investors. The terms of the sale, including the size of the underwriter's discount, date of sale, and other factors, are negotiated between the two parties. Although the method of sale is termed negotiated, individual components of the sale may be competitively bid. The components are subject to a market analysis and reviewed prior to recommendation by staff. Negotiated sales are typically more advantageous when flexibility in the sale date is needed or when less conventional debt structures are being sold. Negotiated sales are also often used when the issue is particularly large or if the sale of the debt issuance would be perceived to be more successful with pre-marketing efforts.

7.3 Private Placement

A private placement is a negotiated sale of debt securities to a limited number of selected investors including financial institutions or government agencies or authorities. The City may engage a placement agent to identify likely investors if deemed necessary. A private placement may be beneficial when the issue size is small, when the security of the debt is somewhat weaker, or when a governmental lending agency or authority can provide beneficial interest rates or terms compared to financing in the public market.

8.0 REFUNDING OF DEBT

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8.1 Advance Refunding

Advanced refunding and forward delivery refunding transactions for savings may be considered when the net present value savings as a percentage of the par amount of refunded bonds is approximately three percent, or greater.

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9.1 The City charter does not provide for a debt limit. Under provisions of State law, the maximum rate is limited to \$2.50 per \$100 of assessed valuation. Since debt service payments represent a fixed expense and impact the City's total budget, the City will not issue debt that negatively impacts its ability to fund current operations or limit projected operational funding requirements. The City will strive to maintain debt service payments as a percentage of total general fund expenditures of not more than twenty percent (20%).

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The term of revenue debt shall not exceed the expected useful life of the capital asset being financed and in no case shall it exceed forty years.

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11.0 MANAGEMENT OF DEBT SERVICE FUND**11.1 Interest Earnings**

Interest earnings on debt and loan proceeds shall be used solely to fund direct or related capital expenditures, or to service current and future debt payments.

11.2 Debt Service Reserves – General Obligation Bonds

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13.0 CONTINUING DISCLOSURE

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Last Updated

5/22/2017

Debt Service as a % of Expenditures

	2017 Budget	2016	2015	2014	2013	2012	2011
101 General Fund	34,516,676	32,353,609	31,340,617	35,371,878	35,845,094	35,063,818	33,557,735
	2017 Budget	2016	2015	2014	2013	2012	2011
General Fund Expenditures	34,516,676	32,353,609	31,340,617	35,371,878	35,845,094	35,063,818	33,557,735
Debt Service Expenditures	5,346,067	5,300,856	5,530,593	5,754,611	6,090,206	6,038,690	5,810,566
Total	39,862,743	37,654,465	36,871,210	41,126,489	41,935,300	41,102,508	39,368,301
Debt Service Percentage	13.41%	14.08%	15.00%	13.99%	14.52%	14.69%	14.76%

Attachment: 2017-066 ATTH 01 Debt as a Percent of GF Expenditures (1662 : 2017-066 RES Debt



Debt Management Policy

Reasons for Implementing a Debt Policy

- Improves quality of decisions
- Articulates policy goals
- Provides guidelines for the structure of debt issuance
- Demonstrates commitment to long-term capital and financial planning
- Viewed favorably by rating agencies and capital markets

Sources For Developing Policy

- Government Finance Officers Association (GFOA) best practices
- Input from the City's Financial Advisor, FirstSouthwest
- Input from the City's Bond Counsel, Norton Rose & Fulbright
- Other cities with established debt management policies

Policy Objectives

- Proceeds from long-term debt will not be used for current operations
- Proceeds will be used for capital improvements and related expenses, and other long-term assets
- Debt will be paid back within a period not to exceed, and preferably sooner than, the expected useful life of the capital project
- Decisions will be based on a number of factors and will be evaluated against long-term goals rather than a short-term fix

Structure of Debt

- Debt service shall be structured to:
 - Match projected cash flows and pledged revenues
 - Minimize the impact of future tax levies
 - Maintain a consistent and rapid payment of principal
 - Maintain a level overall annual debt service payment structure
 - Equal the lesser of the useful life of the asset being financed or the maximum legal maturity for the obligations issued to finance the acquisition
 - Maintain future flexibility in the City's debt portfolio

Debt Limits

- The City charter does not provide for a debt limit
- State law limits debt to a maximum of \$2.50 per \$100 of assessed valuation
- The City will strive to maintain debt service payments as a percentage of total general fund expenditures of not more than twenty percent (20%)

Debt as a % of General Fund Expenditures

	2017 Budget	2016	2015	2014	2013	2012	2011
General Fund Expenditures	34,516,676	32,353,609	31,340,617	35,371,878	35,845,094	35,063,818	33,557,735
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Debt Service Percentage	13.41%	14.08%	15.00%	13.99%	14.52%	14.69%	14.76%

City of Texarkana, Texas

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Briefing Sheet

Lead Department:	<u>Planning and Community Development</u>	Action Officer:	<u>David Orr, Planning & Community Development Director</u>
Subject:	<u>Resolution No. 2017-068 authorizing City Manager to enter into loan agreements with Grimm Lofts, LLC.</u>		
Briefing:	<u>6/12/2017</u>	Public Hearing:	<u>6/26/2017</u>
		Second Briefing:	<u>July 10, 2017</u>
		Council Vote:	<u>7/10/2017</u>

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

Resolution 2015-080
 Resolution 2017-024
 Resolution 2017-025

Executive Summary and Background Information:

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

The goal is to redevelop the hotel with commercial space on the first level and residential apartment units throughout the remaining floors. The financing plan is to use 108 funds from HUD along with federal and state historic credits, an EPA cleanup loan, conventional debt, and any other eligible sources.

Recent developments over the past several years included a Phase 1 of an EPA Brownfield assessment completed in the Summer of 2014. The property was added to the National Historic Registry in May of 2015, making it eligible for historic tax credits, and Phase II of the Brownfields assessment was completed in June of the same year, making the project eligible for EPA Revolving Loan funds.

In June 2015, Texarkana was selected as one of four cities nationwide for a site visit from the Council of Development Finance Agencies (CDFA). A Project Response Team comprised of CDFA staff and technical assistance partners provided expert advice and recommended a redevelopment strategy detailed in the report titled Grim Hotel: Roadmap to Redevelopment. The visit was made possible through CDFA's Brownfields Technical Assistance Program, funded by the U.S. Environmental Protection Agency.

In July 2016, the Grim Lofts, LLC was officially formed by developer Jim Sari and an EPA Brownfields Revolving Loan Fund Application was submitted for cleanup funds.

City of Texarkana, Texas

In November 2016, the Hotel Grim Lofts project team presented at the Council of Development Finance Agencies National Development Finance Summit in New Orleans, Louisiana November 2-4th. The session was titled "Hotel Revitalization in the Heartland" and featured the Texarkana project along with another historic hotel project in Green Bay, Wisconsin.

On January 30th, 2017, the City of Texarkana, Texas recently received approval from the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance in the amount of \$1,429,000 for the Hotel Grim Lofts Project.

On March 13th, 2017, after a 30 day public comment period, Texarkana, Texas City Council approved acceptance of HUD 108 Loan in the amount of \$1,429,000 for the Hotel Grim Lofts Project and approved substantial amendment to the City's Consolidated Plan for the project.

On May 24th, 2017, the development team for the Hotel Grim Lofts announced plans to purchase additional properties for redevelopment in downtown Texarkana. The new properties will add additional market rate apartment units and office space. The plan includes purchasing property at 301 Pine St that will include approximately 20 market rate residential apartments and purchasing property at 317 North State Line Avenue for conversion to renovated office space.

Based on a recently completed market study and additional environmental costs, the Hotel Grim will convert to primarily affordable family units with commercial space on the ground floor. The plan will include approximately 98 residential apartments with efficiency, one bedroom and two bedroom units available.

The overall project cost is estimated at \$20 million with \$12 to \$13 million in construction costs. The overall project will add 118 residential units in downtown Texarkana and will include over 12,000 square feet in new retail and office space. The development team is currently completing the architectural design along with the environmental plans and anticipates closing the deal in Fall 2017.

To ensure prudent expenditures of public funds, the City will take the following actions and require the following assurances from the developer:

- 1.) Require an annual audit to verify compliance.
- 2.) Land use restriction for 10 year affordability period recorded in property records (attached)
- 3.) Default provisions and enforcement are referenced in all loan documents (attached)
- 4.) Guaranty for the payment and completion (attached)
- 5.) Collateral assignment of Note and Mortgage (attached)
- 6.) Promissory Note (attached)
- 7.) Execute a Custodial Agreement with the bank
- 8.) Initial prepayment of the HUD 108 Loan for \$512,265.05 and annual principal payments over the next 5 years of \$183,347 from the City's existing HUD line of credit.
- 9.) Restart the downtown TIRZ for potential public improvements related to the project.

Potential Options:

- Approve
- Deny

City of Texarkana, Texas

Fiscal Implications:

\$1,429,000 HUD 108 Loan Guarantee
 \$ 650,000 EPA Revolving Cleanup Loan
\$ 260,000 City Housing Fund
\$2,339,000 Total Development Package

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

Staff Economic Development Loan Committee
 EPA Revolving Loan Fund Committee

Board/Committee Recommendation:

Staff Economic Development Loan Committee recommended for approval.
 EPA Revolving Loan Fund Committee recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

Staff Economic Development Loan Committee recommended for approval of the HUD 108 Loan for \$1,429,000 for a 20-year term with the first 5 years as interest only, utilizing the 10-year Treasury Rate, currently at 1.7% adjustable every 5 years, as a non-assumable loan.

The RLF Loan Review Committee met on September 27, 2016 to review this application. The Committee approved an EPA RLF Loan for up to \$650,000.00 for a 20-year term with the first 5 years as interest only, utilizing the 10-year Treasury Rate, currently 1.7%, adjustable every 5 years, as a non-assumable loan.

Attachments

- a. 2017-068 ATTH 01 Economic Development Agrmt v6 clean (DOCX)
- b. 2017-068 ATTH 02 HUD Loan Agrmt v3 (DOCX)
- c. 2017-068 ATTH 03 Schedule A HUD (DOCX)
- d. 2017-068 ATTH 04 Schedule B HUD (DOCX)
- e. 2017-068 ATTH 05 Guaranty for HUD loan (DOCX)
- f. 2017-068 ATTH 06 Collateral Assignment of Note and Mortgage (DOC)
- g. 2017-068 ATTH 07 Promissory Note(DOC)
- h. 2017-068 ATTH 08 Grimm Lofts EPA Loan v2 (DOCX)
- i. 2017-068 ATTH 09 HOME-CDBG LURA - City of Texarkana CDBG 108 DRAFT jt
rvsd 170531 (DOC)
- j. 2017-068 ATTH 10 GrimHotel_Roadmap (PDF)
- k. 2017-068 Goals & Perspectives (DOCX)
- l. 2017-068 RES Resolution Authorizing CM to Sign Loan Agreements with Grimm
Lofts, LLC jcl re (DOCX)
- m. 2017-068 ATTH 11Guaranty EPA Loan (DOCX)
- n. 2017-068 ATTH 12 EPA Promissory Note v1 (DOCX)
- o. 2017-068 ATTH 13 DOT Hud Loan (DOC)
- p. 2017-068 ATTH 14 DOT EPA Loan v2 (DOC)
- q. 2017-068 ATTH 16 City Promissory Note v1 (DOCX)
- r. 2017-068 ATTH 17 DOT City Loan v1 (DOC)

City of Texarkana, Texas

- s. 2017-068 ATTH 18 CDFA Grim Hotel Roadmap to Redevelopment Report (PDF)
- t. 2017-068 ATTH 19 Development Agrmt v6 (DOCX)
- u. 2017-068 ATTH 20 Hotel Grim Presentation - City Council - version 2 - 06.06.17 (PDF)
- v. 2017-068 ATTH 15 Hotel Grim Redevelopment Timeline (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	05/30/2017 5:32 PM		
Planning and Community Development	Daphnea Ryan	Review	Completed
06/01/2017 8:21 AM			
City Attorney	Jeffery C. Lewis	Review	Completed 06/01/2017
6:59 PM			
Finance Department	Kristin Peeples	Finance Review	Completed 06/02/2017
12:00 PM			
Purchasing and Contracting	Sharon Moore	Purchasing Review	
Completed	06/02/2017 12:45 PM		
Deputy City Manager - Shirley Jaster	Shirley Jaster	Deputy City Manager	
Review	Completed	06/02/2017 12:49 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	06/02/2017 1:46 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
06/05/2017 2:05 PM			
City Manager	John Whitson	City Manager Review	Completed 06/05/2017
2:02 PM			
City Council	Vicky Coopwood	Meeting	Pending 06/12/2017
6:00 PM			

Meeting History

ECONOMIC DEVELOPMENT PROGRAM AGREEMENT

This ECONOMIC DEVELOPMENT PROGRAM AGREEMENT ("Agreement") is entered into by and between the City of Texarkana, Texas (the "City"), a home-ruled municipal corporation organized under the laws of the State of Texas, and **Grimm Lofts, LLC**, and its assigns, (the "Company"), a Texas limited liability company, for the purposes and considerations stated below.

Section 1. RECITALS

City and Company hereby agree that the following constitute the basis upon which City and Company have entered into this Agreement:

- A. This Agreement is authorized by Chapter 380 of the Texas Local Government Code, Article III, Section 52(a) of the Texas Constitution and is authorized by Resolution No. _____, adopted by City Council on _____, attached hereto as **Exhibit "A"** and hereby made a part of this Agreement for all purposes.
- B. City has established an Economic Development Incentive Policy and program pursuant to which City may, on a case-by-case basis, offer economic incentive packages that include monetary loans and grants of public money, as well as the provision of personnel and services of City businesses and entities that City Council determines will promote local economic development and stimulate business and commercial activity in the City in return for verifiable commitments from such businesses or entities to cause specific infrastructure, employment and other public benefits to be made or invested in the City (the 380 Program").
- C. Company is the owner or has a purchase agreement for:
 - (1) an approximately .89 acre tract and building generally located in downtown Texarkana, Bowie County, Texas, upon which Developer intends to house commercial businesses and residential lofts (the "Development"), shown on **Exhibit "B"** attached hereto and which property is commonly known as and additionally referred to as the "Grim;"
 - (2) The building and real property located at 301 Pine Street, Texarkana, Texas 75501 upon which Developer intends to construct loft apartments, shown on **Exhibit ____** attached and made a part hereto and which property is commonly known as and referred to as the "Sears Building;" and

(3) The building and real property located 317 N State Line Avenue, Texarkana, Texas 75501 upon which Developer intends to construct commercial use space, shown on **Exhibit _____** attached and made a part hereto and which property is commonly referred to as the "Realto Building."

(4) The Sears Building and Realtor Building are collectively referred to as the "Future Development."

D. City has determined that the Development and Future Development proposed by Company will promote economic development, stimulate business and commercial activity consistent with the 380 Program, expand the local tax base, and enhance the local economy and provide positive growth and additional revenue to downtown Texarkana, Texas.

E. City has agreed to provide certain funding to Company for the Development of the Grim contingent upon the conditions of this Agreement and related documents being performed.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Section 2. DEFINITIONS

In addition to terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Affiliate shall mean all entities, incorporated or otherwise, under common control with, controlled by or controlling the Company. For purposes of this definition, "control" means fifty percent (50%) or more of the ownership determined by either value or vote.

Company shall mean **Grimm Lofts, LLC** and/or its Affiliates.

Development shall have the meaning ascribed to it in Section 1. C.

Development Agreement shall be a separate agreement(s) as required by City as set out in various portions of this Economic Development Agreement, between City and the Company, enumerating various infrastructure, parking, and other costs to be borne by the Company and

establishing terms and conditions for this Agreement in substantially the form as set forth in **Exhibit C** attached hereto.

Development Documents means those documents entered into between the City and Company and those incorporated by reference including, but not limited to, this Economic Development Agreement, the Development Agreement, Loan Agreement, Deed of Trust, Guarantees, Restrictive Covenants or Use Agreements, and any other documents referenced herein and in the Development Documents.

Effective Date shall have meaning ascribed to it in Section 4 of this Agreement.

Future Development shall mean the future development of the Sears Building into loft apartments and the Realto Building into commercial use space.

Grim means the mixed use planned development depicted in **Exhibit B**, and described in Section 1. C, consisting of commercial uses on the lower floor and 97 residential units consisting of single family lofts with a combined estimated value of \$6,000,000.00.

Key Principal shall mean an individual(s) or entity owning or controlling twenty-five percent (25%) or greater interest in the project.

Loan has the meaning set forth in Paragraph 5.2.

Loft shall mean one of a group of housing units where each homeowner leases their individual unit space, and all the dwellings share ownership of areas of common use.

Minimum Tax Base shall mean that the Development shall have a minimum taxable value of \$6,000,000.00.

Site Plan shall mean a Planned Development Site Plan completed by Company in compliance with City's Code of Ordinances and adopted by City and applicable law.

Section 3. AGREEMENT – INCORPORATION OF RECITALS

City Council has found at a duly-called and legally-noticed public meeting through the adoption of **City Resolution No. _____**, attached hereto as **Exhibit "A"** and hereby made a part of this Agreement for all purposes, and City and Company and its Affiliates hereby agree that the recitals set forth above are incorporated herein and true and correct and form the basis upon which the Parties have entered into this Agreement.

Section 4. TERM

This Agreement shall be effective as of the last date of execution by the Parties (the "Effective Date") and, unless terminated earlier in accordance with this Agreement, shall be effective as long as there are outstanding obligations by either Party as contained in this Agreement.

Section 5. OBLIGATIONS AND COMMITMENTS

5.1 Company's Obligations

- (a) In order to increase and enhance the local tax base and local economy in the City, and specifically in the downtown area of the City, to provide public improvements, and to maximize the economic benefits of the Development, Company agrees to renovate, remediate and construct taxable, mixed use improvements resulting in increased assessed valuation of a minimum base of \$6,000,000.00 (the "Minimum Tax Base").
- (b) Company further agrees as additional consideration for the Loan for the Development, to providing the funding necessary and to construct, renovate and remediate the Sears Building and the Realto Building into loft apartments and commercial use space. Company acknowledges this Future Development is one of the considerations City has considered and is an incentive for City advancing funds for the Development.
- (b) The members of Company will sign personal guarantees for the Loan.
- (c) Company shall provide copies of all Lender letters of commitment to City.
- (d) Company agrees that 20% of the residential Lofts shall qualify for LMI Housing as defined by HUD for a period of ten years after completion of the Development, and shall record such Restrictive Covenants in the real property records of Bowie County, Texas. City shall have the right to conduct an annual on-site audit to verify compliance with this provision.
- (e) Company agrees to renovate, construct and remediate the Grim according to the approved Site Plan to create a minimum appraised value of \$6,000,000.00. Company agrees it shall not request a tax abatement or rebate for the \$6,000,000.00 tax base. This provision shall not apply to any appraised value greater than the Minimum Tax Base. Notwithstanding the foregoing, this shall not be implied to mean that any requested abatement or rebate for any appraised value greater than the Minimum Tax Base shall be guaranteed or granted.
- (f) As further consideration, Company agrees to allow City to use an approximate 750 square feet of commercial space in the Building

for City purposes as designated on **Exhibit E** attached and made a part hereof. Further, in the event the roof space is renovated for non-residential loft use, Company agrees to allow City use of roof space for City events as set forth in an agreed upon Use Agreement which shall allow no less than 12 annual uses by City. All such use shall be free of charge to City, and Company agrees that the agreement between the Parties for such use shall be memorized in the Restrictive Covenants and filed in the real property records of Bowie County, Texas.

- (g) Company agrees to comply with all requirements set forth in the U. S. Department of Housing (“HUD”) letter dated 1/4/17 and attached hereto as **Exhibit “F”**.
- (h) Company agrees to comply with all applicable CDBG requirements including, but not limited to, Environmental Review, Davis Bacon Act, URA, Omniscircular requirements as set forth in 2 CFR Part 200), Fair housing and Equal Opportunity requirements, requirements relating to Lead Based Paint, and the HUD Reform Act.
- (i) Company agrees to meet and abide by all requirements of the Environmental Protection Agency (“EPA”) relating to the Development, and to provide City copies of all documents and correspondence between Company and the EPA relating to the Development and compliance therewith.
- (j) Company agrees to meet and abide by all the requirements of The Historical Commission in the Development and follow all Historical Commission’s guidelines and requirements, and to provide City with copies of all documents relating to Historical Commission compliance and requirements.
- (k) In addition to this Economic Development Agreement, Company agrees to execute a Development Agreement, Loan Agreements, Deed of Trust between Company and City for the Loan, **Assignment of Rents**, Restrictive Covenants, **Use Agreement**, Guarantees and to execute any and all further documents mentioned in this Agreement or necessary to carry out the intent of this Agreement.
- (l) Company agrees it shall provide City copies of all loan or bank documents and draw requests, regardless of the source of said funds or draws.

- (m) Company agrees all Loan funds shall be used by Company for the construction or renovation of public improvements to the Grim.
- (o) Company or its agents or assigns approved by City shall perpetually maintain all irrigation, landscaping (and abide by all landscaping ordinances), lighting, medians, public and private open space, sidewalks, and all other public improvements within and bordering the Development which are depicted on the approved Site Plan(s) and/or required by the City's ordinances or standards.
- (p) Company shall reimburse City for actual costs of legal and/or consulting fees incurred by City related to the preparation and review of this Agreement and all other related documents deemed necessary by City related to the Development and such payments are due and payable by the Company upon receipt.

5.2 City Specific Obligations

Company: City agrees to enter into the following loan agreements (the "Loans") with

- (a) City shall fund One Million Four Hundred Ninety Two Thousand Dollars and No/Cents (\$1,429,000.00) of costs from a HUD grant (the "HUD Loan") for the Development of the Grim under certain terms and conditions set forth in the Development Documents. No funds shall be drawn by Company on the HUD loan, until such time as Company has drawn at least 80% of the funding from its primary Lender. Company shall provide evidence that 80% of available funds from other sources have been fully drawn prior to drawing on City's Loan. City's obligation to make the Loan shall not arise until such proof has been sufficiently provided to City.
- (b) City shall fund Six Hundred and Fifty Thousand Dollars and No/Cents (\$650,000.00) for remediation and cleanup from an EPA grant (the "EPA Loan") to be used in the remediation and environmental cleanup in the Grim Development.
- (c) City shall fund Two Hundred and Sixty-Thousand Dollars and No/Cents (\$260,000.00) from the City Housing Fund Account for environmental cleanup in the Grim Development in order to provide affordable housing in the Development.

Section 6 DEFAULT, TERMINATION AND FAILURE BY THE COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS

6.1 Failure to Pay City Taxes or Fees

An event of default shall occur under this Agreement if any legally-imposed City taxes or fees owed on, or generated by the Development become delinquent and Company or the Affiliate does not either pay such taxes or follow the legal procedures for protest and/or contest of any such taxes. In this event, City shall notify Company in writing and Company shall have sixty (60) calendar days to cure such default. If the default has not been fully cured by such time, City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity.

6.2 Violations of City Code, State or Federal Law

- (a) An event of default shall occur under this Agreement if any written citation is issued to Company or an Affiliate due to the occurrence of a violation or a material provision of the City Code in the Development (including, without limitation, any violation of the City's Building or Fire Codes, and any other City Code violations related to the environmental condition of the Development, or to matters concerning public health, safety or welfare) and such citation is not paid and the violation remedied, or the recipient of such citation does not properly follow the legal procedures for protest and/or contest of any such citation.
- (b) An event of default shall occur under this Agreement if City is notified by a governmental agency or unit with appropriate jurisdiction that Company or Affiliate, or any successor in interest thereto or any third party with access to the Development pursuant to express or implied permission of the Company or Affiliate, or any successor in interest thereto, is in violation of any material state or federal law, rule or regulation on account of the Development, improvements in the Development or any operations thereon (including, without limitation, any violations related to the environmental condition of the Development; the environmental condition on other land or waters which are attributable to operations of the Development; or to matters concerning the public health, safety or welfare). Upon the occurrence of such default, City shall notify Company in writing and Company shall have:
 - (i) Thirty (30) calendar days to cure such default; or

- (ii) If Company has diligently pursued cure of the default but such default is not reasonably curable within thirty (30) calendar days, then such amount of time that City reasonably agrees is necessary to cure such default. If the default has not been fully cured by such time, City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available under the law or in equity.

6.3 General Breach

Unless stated elsewhere in this Agreement, Company shall be in default under this Agreement if Company breaches any term or condition of this Agreement. In the event that such breach remains uncured after thirty (30) calendar days following receipt of written notice from City referencing this Agreement (or, if Company has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty [30] calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure, as determined by both Parties mutually and in good faith), City shall have the right to terminate this Agreement immediately by providing written notice to Company.

Section 7. NO INDEPENDENT CONTRACTOR OR AGENCY RELATIONSHIP

It is expressly understood and agreed that Company shall not operate as an independent contractor or as an agent, representative or employee of City. Company shall have the exclusive right to control all details and day-to-day operations relative to its operations and obligations that are required to be performed under the Agreement and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company further agrees that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between City and Company.

Section 8. INDEMNIFICATION

COMPANY, AT NO COST OR LIABILITY TO CITY, AGREES TO DEFEND, INDEMNIFY AND HOLD CITY, ITS OFFICERS, ELECTED AND APPOINTED OFFICIALS, AGENTS,

ATTORNEYS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO THE COMPANY'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY:

- (i) COMPANY'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT; OR**
- (ii) ANY ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS DUE OR RELATED TO, FROM, OR ARISING FROM OPERATION AND CONDUCT OF ITS OPERATIONS AND OBLIGATIONS OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT.**

Section 9. NOTICES.

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by US Certified Mail, postage prepaid, or by hand delivery:

CITY:

City of Texarkana, Texas
Attn: City Manager
220 Texas Blvd
P. O. Box 1967
Texarkana, Texas 75504-1967

With Copies to (which *shall NOT* constitute notice):

Jo Thomason, Esquire
Atchley, Russell, Waldrop & Hlavinka, LLP
1710 Moores Lane (P O. Box 5517)
Texarkana, Texas 75503 (75505-5517)

COMPANY:

Grimm Lofts, LLC
Attn: _____
Address:
Address:

Section 10. ASSIGNMENT AND SUCCESSORS

Company may assign, transfer or otherwise convey its rights or obligations under this Agreement to an Affiliate so long as Company, Affiliate and City first execute an agreement approved by the City Council of the City under which the Affiliate agrees to assume and be bound by all covenants and obligations of Company under this Agreement, and has sufficiently shown that it has an equivalent or greater financial ability to perform as Company.

Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement. Any lawful assignee or successor in interest of Company of all rights under this Agreement shall be deemed "The Company" for all purposes under this Agreement.

Section 11. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable Federal, State and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of City's codes and ordinances, as amended.

Section 12. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, City does not waive or surrender any of its governmental powers or immunities that are outside of the terms, obligations and conditions of this Agreement.

Section 13. INFORMATION SUBMITTED BY COMPANY. Company acknowledges that the City is subject to Chapter 552 of the Texas Government Code, otherwise known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"). Company acknowledges City has made no representation as to whether any information submitted by Company is excepted from required disclosure under the Act.

Section 14. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

Section 15. VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Bowie County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas.

Section 16. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of City and Company, and any lawful assign or successor of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

Section 17. FORCE MAJEURE

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligation under this Agreement, is delayed by reason of war, civil commotion, acts of God, inclement weather that prohibits compliance with any portion of this Agreement, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

Section 18. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

Section 19. SEVERABILITY CLAUSE

It is hereby declared to be the intention of the Parties that sections, paragraphs, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared unconstitutional or illegal by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or illegality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Agreement since the same would have been executed by the Parties without the incorporation of this Agreement of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 20. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

Section 21. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between City and Company, and any lawful assign and successor of Company, as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both parties and approved by the City Council of the City of Texarkana, Texas, in an open meeting held in accordance with Chapter 551 of the Texas Government Code.

Section 22. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

CITY OF TEXARKANA, TEXAS:

GRIMM LOFTS, LLC:

By: _____

John Whitson
City Manager

By: _____

Its: _____

Date: _____

Date: _____

EXHIBIT "A"
RESOLUTION NO: _____
(Authorization of Agreement)

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "B"
Site Plan

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "C"
DEVELOPMENT AGREEMENT

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "D"
Restrictive Covenants Running With Land

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "E"
City Designated Use

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "F"
HUD Letter

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

EXHIBIT "G"

Attachment: 2017-068 ATTH 01 Economic Development Agrmt v6 clean (1664 : 2017-068 RES Authorizing City Manager to enter into loan

**THE CITY OF TEXARKANA, TEXAS
LOAN AGREEMENT WITH
GRIMM LOFTS, LLC
FOR ASSISTANCE WITH THE REMEDIATION AND RENOVATION OF THE GRIM PROJECT UNDER
SECTION 108 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS
AMENDED, 42 U.S.C. § 5308**

This Loan Agreement (“Agreement”) is made this ____ day of _____, 2017, between The City of Texarkana, Texas (“Lender”) or (“City”), a Texas home-ruled municipality having its principal place of business at 220 Texas Blvd, Texarkana, Texas 75501, and **Grimm Lofts, LLC** (“Borrower”) or (“Developer”), a Texas limited liability company in good standing with the State of Texas, having its principal place of business at _____.

Definitions. Unless specifically provided otherwise or the context otherwise requires, when used in this Loan Agreement the following terms shall have the meaning ascribed. Capitalized terms that are not defined below shall have the meaning as defined in the Act or Regulations:

1. “Act” means the House and Community Development Act of 1974 and regulations promulgated there under.
2. “HUD” means the United States Department of Housing and Urban Development.
3. “Regulation(s)” or CDBG Regulation(s)” means the Community Development Block Grant Rules at 24 CFR Part 570 with guidance as provided, and or other federal regulations as specified.
4. “CDBG” or “CDBG Program” means the Community Development Block Grant Program.
5. “CDBG Funds” means funds provided to the City by HUD through the CDBG program pursuant to the Act.
6. “City” means the City of Texarkana, Bowie County, Texas.
7. “Section 108” or “Section 108 Program” means Section 108 of the Act conforming to CDBG Regulations at 24 CFR Part 570 Subpart M.
8. “Funds” or “Loan Funds” means the loan funds guaranteed by HUD in the maximum amount of \$1,429,000.00, loaned by HUD to the CITY then re-loaned by the CITY to Borrower in accordance with requirements of the Section 108 Program.

9. "Loan Amount" or "Loan" means the Section 108 Loan to Borrower in an amount not to exceed One Million Four Hundred Twenty-Nine Thousand and 00/100 dollars (\$1,429,000.00).
10. "Project" means the Grim Hotel redevelopment, remediation and renovation into commercial and residential use.
11. "Property" means the Project building, improvements to the building and all Project furnishings, fixtures, operating supplies and equipment, as well as the land consisting of the Project Site.
12. "Project Site" means where the Project is located as identified by legal description attached in **Schedule "_____"** to this Agreement.
13. "Project Activities" means the construction, renovation and procurement of equipment and other components of the Project applied for by Borrower and tentatively approved by staff of the Lender in the form incorporated herein by reference and attached to this Agreement as **Schedule "A-1."** The Lender and Borrower acknowledge the items and associated costs listed on Schedule A-1 are estimates and are subject to change upon approval by staff of Lender, however, the value of all equipment and components purchased for the Project shall not change in any material manner as required by this Agreement.
14. "Appropriate Draw Request" means a complete and accurate invoice submitted to Lender by the appropriate representative of the Borrower as described in **Schedule "B"** of this Agreement, as applicable.
15. "Plans and Specifications" refers to those plans and specifications for the Project submitted to the City's Planning Department on _____, in written and digital form, together with such additional plans and specifications and all amendments and modifications thereof approved in accordance with the terms of this Agreement.
16. "Low-and-Moderate" refers the beneficiary or household income categories established by the CDBG program, which categories correspond to 50% or less of area median income (AMI) for "Low" income beneficiaries or households, and 51-80% of AMI for Moderate income beneficiaries.
17. "Low-and-Moderate Income Persons" ("L/M Income Persons") means the National Objective to be met by the Project as required by the CDBG Program. The Act provides in Section 104(b)(3) that the National Objective is to be achieved in the CDBG program by ensuring that each funded activity meets one of three named national objectives. Those three objectives are identified as: Benefiting Low-and-Moderate Income Persons;

Preventing or Eliminating Slums or Blight; and Meeting Urgent Needs. Section 102(a)(20) of the Act defines the term “low-and-moderate income persons” as families and individuals whose incomes are no more than 80 percent of the median income of the area involved. The “area involved” is determined for the CDBG program the same way it is determined for the Section 8 Housing program. The 80% of median income figure is determined by HUD based on a four-person family and is adjusted upward or downward for larger or smaller families.

18. “Low and Moderate Income Housing” or “LMI Housing” means housing provided for L/M Income Persons as defined above.
19. “Initial Project Completion” means funds have been expended for approved Project Activities, the Project is complete, and the Borrower has submitted to Lender documentation to meet the covenant requirements of this Agreement.
20. “Loan Documents” means and include the following documents:
 - (i) This Section 108 Loan Agreement;
 - (ii)** The Deed of Trust and a collateral assignment thereof to HUD;
 - (iii) The Assignment of leases and rents to Lender and collateral assignment thereof to HUD ;
 - (iv) The Borrower’s Security Agreement, and collateral assignment thereof to HUD;
 - (v)** The joint and several guaranty agreement by Grimm Lofts, LLC and collateral assignment to HUD;
 - (vi) The joint and several personal guaranty agreement of the individual Members of the Borrower and collateral assignment to HUD, which includes the unconditional guaranty of construction completion
 - (vii) A title policy in a form acceptable to the Secretary;
 - (viii) An appraisal of the Property as further described in this Agreement;
 - (ix) Other collateral document or security instrument executed or delivered as part of making the Loan to Borrower, for securing Borrower, for securing Borrower’s indebtedness to Lender, for ensuring Borrower’s performance under this Agreement and to secure the Lender’s financial investment in the Project and thereby the Lender’s upstream indebtedness to HUD.
21. “Note” or “Promissory Note” means the Section 108 – City of Texarkana, Texas and Grimm Lofts, LLC Variable/Fixed Rate Promissory Note executed by the Borrower, as further defined in this Agreement.
22. “Mortgage” means the instrument executed by Borrower in favor of the Lender evidencing the loan and security for repayment of the Loan which may also be referenced as a Deed of Trust, which shall be collaterally assigned to HUD, as further defined in this Agreement.

23. "UCC Filing" means filing of a UCC-1, Financing Statement in accordance with Article 9 of the Uniform Commercial Code, and using the proper form prescribed by UCC Section 1-9-521, which shall be filed of record at the office of the Bowie County Clerk in order to perfect the Lender's security interest in the furnishings, fixtures, operating supplies and equipment purchased with the Loan Funds.
24. "LIBOR" (London Interbank Offered Rate) means (except in the case of manifest error) the rate of interest per annum based on US Dollars, which appears on the 2 Month Libor for the Date of Determination reported at Bankrate.com or if such rate does not appear, then the LIBOR Rate published in the Wall Street Journal (one-line or printed version) in the section titled the London Interbank Offered Rates – three months – (or any successor page or section); provided, if such LIBOR rate is not available on the Date of Determination, then the published 3 month LIBOR rate two London Banking Days before December 15.
25. "Program Income" is defined as gross income received by the CITY directly generated from the use of Loan Funds. For the purposes herein, revenue generated by activities financed by a loan guaranteed under Section 108 is not defined as program income at §570.705(b)(1) unless CDBG funds are used to repay any part of the guaranteed loan. When such a guaranteed loan is partially repaid with CDBG funds, the amount generated shall be prorated to reflect the percentage of CDBG funds used.
26. "Project Opening" means the official date that the Project is open for business to the general public and/or begins leasing residential lofts and commercial space.
27. **"Project Stabilization" means when the residential component of the Project achieves a 65% or greater monthly rate of room occupancy for at least two consecutive months.**
28. "Guaranty" refers to one or more of the following: the joint and several guaranty agreement by Grimm Lofts, LLC, and the joint and several personal guaranty agreement of the individual Members of Borrower which includes the unconditional guaranty of construction completion.
29. "Mortgaged Property" is the property covered by the required Mortgage or Deed of Trust and the personal property to be purchased and installed on the Property with the Loan Funds.
30. "Architect" shall mean **Name of Architect and address.**
31. "Permitted Liens" shall mean any mortgage, pledge, security interest, encumbrance, lien, charge, or other matter set forth in the lender's policy of title insurance to be issued to

Lender insuring its interest in the Property arising under the Mortgage, and statutory liens which arise in the ordinary course of business and secure obligations of Borrower which are not yet due and not in default.

RECITALS

WHEREAS, Borrower has requested and Lender has approved the Loan; and

WHEREAS, the Loan is being provided to Borrower by the CITY solely upon the terms and conditions set forth herein; and

WHEREAS, the Funds for the Loan are provided to the CITY through the U.S. Department of Housing and Urban Development (HUD) Section 108 Loan Guarantee Program (Section 108 or Section 108 Program) and from no other source; and

WHEREAS, Section 108 is a subpart of the CDBG Program which allows the CITY to borrow private funds guaranteed by HUD subject to certain requirements provided for herein, with security provided by the CITY through a pledge of its current and future CDBG allocations as well as additional security provided by the Borrower, as defined herein under Article I, Section 1.6 of this Agreement; and

WHEREAS, the CITY shall be obligated to provide Loan Funds to Borrower only as the CITY receives Funds through the Section 108 program; and

WHEREAS, Lender has agreed to provide the Loan to Borrower exclusively for economic development of the Project, with the expectation that a minimum number of 20 residential lofts shall be leased to LMI qualified applicants; and

WHEREAS, Borrower is required to submit annual reports on the leasing of LMI housing in a manner and format satisfactory to the CITY as defined in **Schedule "C"** of this Agreement until such a time as the Low-and-Moderate Income Housing Requirement is met; and

WHEREAS, the Project Area meets the "special economic development" public benefit test that qualifies for Section 108 assistance pursuant to 24 CFR 570.209(b)(2)(v)(F) and (G); and

WHEREAS, Lender has agreed to provide a Loan to Borrower based on Borrower committing 20 of its residential lofts for LMI Housing, and the condition that the Loan funds are used specifically for construction, renovation and remediation of the Project;

WHEREAS, except as expressly set forth in this Agreement, Lender makes no commitment to provide additional financial assistance and assumes no obligation for other financing of the Project; and

WHEREAS, subject to the terms, provisions, covenants and agreements hereinafter set forth, the Lender has agreed to make the requested Loan to Borrower.

NOW, THEREFORE, in consideration of the mutual covenants contained here, and the Loan to be made hereunder, and for other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the Lender and the Borrower hereby covenant and agree as follows:

Scope of Work. As part of the CITY'S CDBG Program (CDBG), the Borrower shall undertake and complete the activities described in **Schedule "A"** attached hereto and incorporated as a part hereof by reference.

Duration of Agreement. The term of this Agreement shall correspond to the term of the loan provided by this Agreement, which is here established as **beginning on _____**, and extending through the maturity date (as defined below). Provisions of this Agreement subject to any federal or state requirements shall remain in effect for the loan term with record retention applicable for the designated period as described herein.

ARTICLE I THE LOAN

1.1.1 The Loan. The Lender agrees to lend to the Borrower, and the Borrower agrees to borrow from the Lender, the Loan Amount (as defined above) in one or more disbursements, subject to the conditions set forth in this Agreement. Borrower shall have the right to receive Loan Funds only pursuant to the terms and conditions of this Agreement and in accordance with the Act and applicable Regulations. If for any reason, the anticipated sources of Loan Funds from HUD should become unavailable to Lender, Lender shall, within a reasonable period of time not to exceed ten (10) Business Days, notify Borrower in writing, and Lender shall be released from all liability for that portion of the Loan Funds to be provided to Borrower by Lender under this Agreement. This Loan shall be evidenced by the Note. This Loan Agreement and the Note shall be in a form acceptable to the Secretary. The amount of principal and/or interest payable under the Note during the twelve-month period beginning July 1 of each year and ending on June 30 of the next succeeding year shall be equal to or greater than the amount of principal and/or interest payable under the Lender's Note with HUD for the corresponding period. The Note shall not be subject to redemption or repayment earlier than the earliest possible redemption date under the terms of the Lender's Note with HUD.

1.1.2 Loan Term. The Loan shall be for a term of twenty (20) years, with the initial five (5) years consisting of payments of interest only and the remaining 15 years of the term consisting of payments of principal and interest.

1.2 Amortization Term. The calculation for the payment of Principal and Interest during the Loan Term shall be based on a term of twenty (20) years.

1.3 Payment Frequency. Monthly payments of interest only for the first five (5) years shall be paid, with the remaining fifteen (15) years consisting of monthly payments of principal and interest.

1.4 Variable Rate of Interest. From and including the date of each Advance to but excluding the earlier of (i) the Conversion Date, and (ii) the date of redemption or prepayment of such Advance pursuant to Section I.D. below (each such date of redemption or prepayment, a "Prepayment Date") interest shall be paid quarterly at a variable interest rate (as set forth below) on the unpaid principal balance of each Advance on the first day of each February, May, August and November (each, an "Interim Payment Date"), commencing on the first Interim Payment Date after the initial Advance is made under this Note. Interest also shall be paid on each applicable Conversion Date, Prepayment Date or Principal Due Date. The amount of interest payable on each Interim Payment Date will represent interest accrued during the three-month period ending immediately prior to such Interim Payment Date, or in the case of the first Interim Payment Date following each Advance that is not made on an Interim Payment Date, the period from and including the date of such Advance to but excluding the first Interim Payment Date following such Advance. The amount of interest payable on this Note's Conversion Date, Prepayment Date, or on any Principal Due Date that precedes such Conversion Date will represent interest accrued during the period from the last Interim Payment Date to such Conversion Date, Prepayment Date, or Principal Due Date, respectively.

The initial variable interest rate for each Advance will be set on the date of such Advance and will be equal to 20 basis points (0.2%) above the Applicable LIBO Rate (as hereinafter defined) and thereafter will be adjusted monthly on the first day of each month (each, a "Reset Date") to a variable interest rate equal to 20 basis points (0.2%) above the Applicable LIBO Rate (such interest rate, as reset from time to time, the "Standard Note Rate"). If the Conversion Date for this Note has not occurred by the March 1 following the initial Advance under this Note, then the terms of Appendix A shall be used to set the variable interest rate. If the Fiscal Agent does not receive notice of either a Negotiated Special Interest Rate or Holder Determined Special Interest Rate (as defined in Appendix A attached hereto) from the Secretary or Holder, respectively, by the times specified in Appendix A to this Note, then the Standard Note Rate shall apply for the period to which such Negotiated Special Interest Rate or Holder Determined Special Interest Rate would otherwise apply. The Fiscal Agent may conclusively rely on any such notice as to the correctness of any matters set forth therein. Appendix A shall be inapplicable to this Note on or after the Conversion Date.

"LIBO Rate" for any given Business Day means, except in the case of manifest error, the interest rate per annum published on that day in the Eastern Edition of The Wall Street Journal or any successor publication ("WSJ"), published by Dow Jones & Company, Inc., in the section titled "Money Rates" (or any successor section) and opposite the caption "London Interbank Offered Rates (LIBOR) -- three months" (or any successor caption). If such rate does not appear in WSJ on a given Business Day, for each interest period, the LIBO Rate shall be the interest rate, converted to a bond-equivalent yield basis, for deposits in U.S. dollars for three months which appears on Telerate Page 3750 or such other page as may replace Page 3750 on that service or such other service or services as may be nominated by the British Bankers' Association for the purpose of

displaying such rate (together, "Telerate Page 3750") as of 11:00 a.m., London time, on the day (the "Determination Date") that is two London Banking Days preceding the relevant Reset Date or Advance. If such rate does not appear on Telerate Page 3750 on such Determination Date, such rate shall be obtained from the Reuters Screen ISDA Page as of 11:00 a.m., London time, on such Determination Date. If, in turn, such rate does not appear on the Reuters Screen ISDA Page on such Determination Date, the offered quotation from each of four reference banks (expressed as a percentage per annum) as of approximately 11:00 a.m., London time, on such Determination Date for deposits in U.S. dollars to prime banks on the London interbank market for a 3-month period, commencing on the Reset Date or date of such Advance, shall be obtained. If at least two such quotations are provided, the LIBO Rate for such Reset Date or date of such Advance will be the arithmetic mean of the quotations, rounded to five decimal places. If fewer than two such quotations are provided as requested, the LIBO Rate for that Determination Date shall be the rate for the most recent day preceding such Determination Date for which the LIBO Rate shall have been displayed on Telerate Page 3750. The LIBO Rate for any interest period shall be converted to a bond-equivalent yield basis by multiplying such rate by the actual number of days in such interest period and dividing that number by 180.

"Applicable LIBO Rate" means: (1) with respect to the initial interest rate for the first Advance hereunder, the LIBO Rate two London Banking Days before the date of such first Advance; (2) with respect to the initial interest rate for any subsequent Advance made before the first Reset Date, the interest rate borne by the first Advance; (3) with respect to the initial interest rate for any subsequent Advance made after the first Reset Date, the LIBO Rate two London Banking Days before the immediately preceding Reset Date; and (4) with respect to the subsequent interest rate at any Reset Date for any Advance, the LIBO Rate two London Banking Days before such Reset Date.

"London Banking Day" means any day in which dealings in deposits in United States dollars are transacted in the London interbank market. Interest payable on or before the Conversion Date shall be calculated on the basis of a 360-day year and the actual number of days lapsed."

- 1.5 Repayment.** Borrower hereby promises to pay to Lender all unpaid principal, accrued and unpaid interest and any other amounts due hereunder. On or before the first day of each calendar month, during the first sixty (60) months of the Loan Term, Borrower shall make monthly payments of interest only. Beginning with the 25th month of the Loan Term, the Borrower will be obligated to pay monthly payments of accrued interest and principal payments over the amortization schedule as determined on an annual basis subject to the variable interest rate described in paragraph 1.4 above. Payments shall be amortized over a twenty year period starting on the date of even date herewith.

Borrower's failure to pay any sum when due under this Loan Agreement and the continuation of such failure for ten (10) days after Borrower's receipt of written notice from Lender shall constitute a default under this Loan Agreement. Upon such occurrence,

this Loan Agreement and the Loan Documents shall be considered in default and Borrower shall work with Lender to remedy the default per provisions of this Loan Agreement and shall be subject to any penalties and interest levied upon the Lender by HUD.

During the existence of any such default, Lender may apply payments received on any amount due under this Loan or under the terms of the Agreement or any instrument now or hereafter evidencing or securing such indebtedness as Lender may determine. Borrower agrees to pay a late charge in an amount equal to three percent (3%) of each monthly payment of principal and/or interest, which is not received by Lender within fifteen (15) days after each due date for the purpose of deferring Lender's additional costs and expenses of collection. Lender agrees that if, and as often as, this Loan Agreement is placed in the hands of an attorney for collection or to defend or enforce any of the Lender's rights under this Loan Agreement, or under any instrument securing payment of this Loan, Borrower shall pay Lender's reasonable attorney's fees and all court costs and other reasonable expenses incurred in connection therewith.

- 1.6 **Other Financing.** Lender acknowledges that Borrower is obtaining other financing secured by a mortgage on the Property for the purchase, renovation and remediation of the development of the Project, including a purchase of fixtures, furnishings and equipment, and the expenditure of certain soft-costs to be purchased with the Loan Funds.
- 1.7 **Documents and Security for the Loan.** HUD has required the Lender to obtain certain security and related documents for this Loan. Borrower shall provide the following as documents as security for this Loan.
 - 1.7.1 **Mortgage ("Mortgage").** Borrower shall mortgage the Property to Lender, which Mortgage shall only be subordinate to a Mortgage of primary lender. The Mortgage shall be in the form of **Exhibit A**. The Mortgage shall include all buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on such real property (collectively the "**Property**"). Pursuant to the Mortgage, Borrower shall pledge the Property, and all other rights of Mortgagor relating to the Property, all building materials and supplies, improvements, fixtures and other equipment located from time to time on, under or about the Property, together with any alterations, additions and improvements thereto and all restorations and replacements thereof hereafter made from time to time; all estates, easements, interests, licenses, tenements, hereditaments, appurtenances, rights and rights of way, public or private, pertaining, belonging or otherwise relating to the Property; all insurance proceeds and any judgments, settlements, awards and other payments, including interest thereon, which may be made in respect of the Property, as a result of damage to or destruction of the Property, the exercise of the right of condemnation or eminent domain over any

interest in the Property, or any other injury to or decrease in the value of the Property; all franchises, permits, licenses and other rights therein respecting the use, occupation or operation of the Property or the activities conducted thereon or thereabout; all rents, income, deposits and other benefits arising out of or otherwise related to the Property and all leases on or affecting the Property, and any security deposits, contract rights, general intangibles, actions, rights of action, and unearned insurance premiums relating to such leases or the Property; and all accessions to, substitutes for, and all modifications, replacements, renewals, products and proceeds of any of the foregoing.

- 1.7.2 Collateral Assignment of Leases and Rents.** Borrower shall provide to Lender a collateral assignment of any and all rights, titles and interests of the Borrower (a Collateral Assignment of Leases and Rents) in and to any leases of commercial and residential space in the Property. The collateral assignment of such rights, titles, and interests of the Borrower shall be in a form acceptable to the Secretary of HUD and shall be subject to a collateral assignment to HUD.
- 1.7.3 Joint and Several Personal Guaranty Agreements and Guaranty of Construction Completion.** Borrower shall provide executed joint and several guaranty agreements from the individual Members of Borrower guaranteeing the payment of the Loan and completion of construction of the project, which guaranty shall remain in effect until the Note is fully matured. Said Guaranty Agreements shall be collaterally assigned to HUD.
- 1.7.4 Mortgage Title Policy.** Borrower shall provide at its expense a mortgage title policy, issued by a company and in a form acceptable to the Secretary of HUD, naming the Lender and HUD as insured parties. The policy must either include in the definition of the insured each successor in ownership of the indebtedness secured by the mortgages or be accompanied by an endorsement of the policy to the Secretary of HUD and to the Lender.
- 1.7.5 Appraisal.** Borrower shall provide at its expense an appraisal of the Property specifying a fair market value of the completed Project that is not less than one-hundred twenty-five percent (125%) of the principal balance of the outstanding balance on other indebtedness secured by a mortgage lien of senior or equal priority on the Property. The appraisal shall be completed by an appraiser who is certified by the state and has a professional designation (such as "SRA" or "MAI") and shall conform to the standards of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 ("FIRREA"). Subject to the approval of HUD, Lender acknowledges that in compliance with this provision, the Borrower has submitted an appraisal that meets the minimum criteria set forth above.
- 1.7.6 Survey.** Borrower shall submit a certified survey with a legal description of the real property.

- 1.8 Instruments of Indebtedness.** Borrower shall execute and deliver to Lender the following documents: (i) a Promissory Note; and (ii) Mortgage in the form of **Exhibit A**, attached hereto, covering the Project and Project Site and, at its own expense, file said mortgage of at the office of the Bowie County Clerk, delivering the original to Lender.
- 1.9 Performance Requirements.** Borrower shall perform all covenants and agreements contained herein. Borrower shall timely make repayment of Borrower's indebtedness to Lender, and shall ensure that performance of Borrower's obligations under this Agreement be secured by the Note, Mortgage, and other documents required by HUD as executed and delivered as part of making the Loan.
- 1.10 Priority.** Borrower agrees that at all times, until full repayment of the Loan, the Lender shall maintain no less than a second priority mortgage on the Property, subordinate only to a first lien by Borrower's primary lender, its assigns or successors in interest.
- 1.11 Call Provision.** In addition to Lender's right to demand repayment of the Loan per other provisions of this Article I, Lender may also call the Loan immediately due and payable if at any time during the term of the Loan, without Lender's prior written approval:
- (a) Borrower conveys, sells, transfers or assigns all or any substantial part of its interest in the Property or Development, whether voluntarily or involuntarily, or by the operation of law, unless otherwise excepted in this Agreement.
 - (b) There occurs any default under the Note and Mortgage, this Agreement or the Loan Documents which is not remedied in full within any curative period provided.
- 1.12 Indemnity – Hold Harmless.** Except to the extent caused by the gross negligence or willful misconduct of Lender, Borrower shall indemnify and hold Lender, its elected and appointed officials and any employees, attorneys, or representatives harmless from all claims and actions of any person or entity against Lender cause by any acts of omissions of Borrower and arising out of or connected with the Loan Documents, the Project Site and/or Project Development or arising out of Borrower's breach of this Loan Agreement or any of the Loan Documents, including the cost of defense using counsel approved by Lender. Notwithstanding anything contained herein to the contrary, the foregoing indemnification given by Borrower to Lender shall not be effective or enforceable against Borrower unless: 1) Lender gives Borrower written notice of any such claims or actions of said person or entity made against Lender within ten (10) working days of Lender's written notice of such claims or actions, and 2) Lender does not commence or enter into any settlements or negotiations of settlement with any person or entity relating to the matters covered by Borrower's indemnification without Borrower's prior written consent. If Borrower fails to defend or perform its obligations under this indemnification within ten (10) days after written request by Lender, Lender may settle, commence, appear in or defend any action or proceeding purporting to affect the rights, duties or liabilities of the parties to the Loan Documents, or the Project Site or the Project and Borrower shall

pay all of Lender's costs and expense incurred on demand. This section shall survive execution, delivery and performance of the Loan Documents.

No approved assignment of any interest or other agreement shall place the responsibility for the control, care, management or repair of the Property upon Lender, nor make Lender liable for any negligence or other tortious conduct, whether by Lender or any other Person, with respect to the management, operation, upkeep, repair or control of the Property resulting in injury, death, property or other damage or loss of any nature whatsoever.

ARTICLE II EXECUTION AND CONDITIONS

- 2.1 Closing.** Execution of the Loan and Loan Documents, by both parties subject to this Agreement, shall serve as an informal loan closing unless counsel for the parties agree in writing to a location, date and time for a formal loan closing.
- 2.2 Conditions Precedent to Closing.** Lender's obligations to enter into and perform its duties under this Agreement or the Loan Documents shall be to the full and complete satisfaction of the following conditions:
- 2.2.1 Documents.** Lender shall have reviewed and approved of each of the following documents which shall be duly authorized, executed (and where appropriate, acknowledged), and all delivered by the parties thereto: this Loan Agreement, the Note, the Mortgage, and any and all other documents as Lender may deem reasonably necessary regarding the Loan.
- 2.2.2 Evidence of Authority.** Borrower agrees to provide to Lender evidence satisfactory to Lender that Borrower and the persons signing for Borrower have the capacity and authority to execute and deliver the Loan Documents for Borrower.
- 2.2.3 Liability Insurance.** Borrower shall, for so long as the Loan Documents remain in effect, at its own cost and expense, carry and maintain general public liability insurance against claims for bodily injury, personal injury, death or damage occurring, arising out of or in connection with the occupancy of the Project. The limits of liability insurance shall not be less than Five Million Dollars (\$5,000,000.00) combined single limit personal injury and property damage insurance or aggregate insurance in a total amount sufficient to cover damages to all property held by Borrower. The insurance required above shall be issued by an insurance company or companies authorized to do business within Texas. Lender shall be named as an additional insured on all such policies, and any such policy or policies shall be primary to any other valid and collectible insurance. Borrower

shall provide Lender with a certificate of coverage and shall provide copies of policies of property damage and public liability insurance upon request.

- 2.2.4 Hazard Insurance.** Borrower shall maintain in force, at Borrower's expense, fire and extended coverage insurance on the Project Site and all improvements in an amount equal to 100% of the replacement value of the Project Site. Such policy shall name Lender as an additional insured.

ARTICLE III CONDITIONS PRECEDENT TO FUND ADVANCES

- 3.1 Conditions Precedent to Initial Draw of Funds.** Lender's obligation to pay Loan Funds is subject to Borrower submitting the required forms and in the required manner and format as described in **Schedule "B"** (attached hereto) and to Borrower's compliance with the terms of **Article II** above, and said obligation is subject to Lender's receipt of the following documents and satisfaction of the following conditions precedent:

- (a) *Environmental Review.* Lender shall have completed the Environmental Review under 24 CFR Part 58, shall have received Notice of Release of Funds from HUD and shall have completed a site-specific environmental review prior to Borrower starting the Project Activities and prior to the availability of Funds under this Agreement. Availability of Loan Funds is conditioned on the Lender's determination to proceed with, modify or cancel any project activity based on the results of the site-specific environmental review. Borrower does not assume the Lender's environmental responsibilities, if any, but shall be responsible to the Lender for providing sufficient project information to assure compliance with Environmental Review Record regulations and the Lender's Environmental Review Procedures prior to commencing activity. For purposes of this Agreement the Lender has adopted the procedures set forth in 24 CFR Part 58 as its Environmental Review Procedures.
- (b) A final detail budget for all items or services to be purchased with the Funds.
- (c) Receipt by Lender of any other documents and assurances as it may reasonably request which are required by any federal, state or county regulatory agency which requests Lender to provide such documents or assurances;
- (d) Lender shall have received and have in its possession sufficient Funds to fund the draw request of the Borrower;
- (e) No condition of subsequent payments shall be breached regarding the first payment;

- (f) Receipt by Lender of an Appropriate Draw Request covering the sum(s) to be paid, which sum shall be in proportion to other funds secured for the Project completion;
- (g) Borrower shall provide to Lender existing Loan commitments from an institutional or individual lender(s) or equity investor(s) which shall be in a form and in an amount satisfactory to Lender for development of the Project;

3.2 Conditions Precedent to Subsequent Draws. Subsequent draws shall be subject to satisfaction of the conditions of and in the required format as described in Schedule "B" attached hereto.

ARTICLE IV BORROWER LOAN COVENANTS

Throughout the term of this Agreement, and for so long as Loan Documents remain in effect, and until the Loan is fully paid or the terms otherwise satisfied, Borrower covenants and agrees:

4.1 General. After the date hereof and for so long as any amount remains unpaid on the Loan, or for so long as any commitment exists to extend credit, or for so long as Loan Documents remain in effect, Borrower covenants and agrees it will comply with the following:

- (a) Promptly pay the amount owed when the same becomes due;
- (b) Have rights to and continuously maintain and operate the Project as commercial space and residential lofts as contemplated;
- (c) Preserve and keep in force and effect its existence as a limited liability company in good standing in Texas;
- (d) Maintain, preserve and keep the property and the Project Site and equipment thereon in good repair, working order and condition, and timely make all needed and proper repairs, renewals, replacements and additions thereto so at all times the efficiency, habitability and use shall be fully preserved and maintained;
- (e) Obtain and maintain the insurance required by this Agreement, and upon written request by Lender, Borrower shall provide to Lender with proof, satisfactory to Lender, that said insurance is in full force and effect;
- (f) Borrower must achieve Initial Project Completion within thirty-six (36) months of the date of this Agreement and shall have submitted, in a form acceptable to the

Lender all documentation required by the Lender and HUD to document the Initial Project Completion, and furthermore, the Borrower shall thereafter submit to the Lender documentation required by HUD and the Lender for the Section 108 assistance for which continued compliance and monitoring is required. The documentation shall be in a format satisfactory to Lender;

- (g) Borrower acknowledges and agrees with the required certifications set forth in **Schedule G**.

4.2 Payment of Obligations. Borrower shall pay all indebtedness, taxes and other obligations pertaining to the Project or Project Site for which it is liable before they become delinquent.

4.3 Changes to Project. There shall be no material change to the originally approved design as provided in the approved Plans and Specifications, or to the budget of the Project, without at least 30 days' notice by Borrower to Lender and within thirty (30) days after written approval of the Lender is given. If additional approvals are required from HUD, the Secretary or the appropriate governmental authorities, the Borrower shall not make changes to the approved Project design, budget, agreements or security to loan indebtedness until those approvals are obtained.

4.4 Compliance with Laws and Regulations. All work performed in connection with Borrower's development of the Project and Borrower's use of the Loan Funds shall comply with the Act and all other applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies, in particular, the National Environmental Protection Act and other related authorities, and Section 3 requirements of the Housing and Urban Development Act of 1968 relating to the provisions of opportunities for low-income persons. Borrower shall comply with all cross-cutting requirements applicable to the use of Funds on the Project with particular attention to the following:

4.4.1 Title VI of the Civil Rights Act. No person may be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity receiving federal financial assistance on the basis of race, color, or national origin. Borrower shall exercise no action that is contrary to Public Law 88-352 (Title VI) or Public Law 90-284 (Fair Housing Act) with the activities conducted with the federal financial assistance provided under this Loan. Borrower shall maintain complete records on all applicants, and disposition of such applications to assure compliance with this section.

4.4.2 Section 3 Compliance. Borrower shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, as applicable. Certain Section 3 provisions are attached and labeled as **Schedule "F"** to this Agreement. Borrower

shall apply the Section 3 provisions to employment contracts and shall include the provisions for Section 3 compliance in each subcontract in excess of \$100,000 or more.

4.4.3 Executive Order 12658. The Order requires that the hourly minimum wage paid by contractors or subcontractors to workers performing on federal contracts or contracts funded with federal funds must be (i) \$10.10 per hour, beginning January 1, 2015; and (ii) beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary of Labor. All contracts, including lower-tier subcontracts, must specify, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c),¹ in the performance of the contract or any subcontractor thereunder, shall be at least \$10.10 per hour beginning January 1, 2015.

4.4.4 Davis-Bacon and Related Acts (DBRA).

- (1) Funds can be used to finance activities other than “construction work” which may not trigger Davis-Bacon requirements. For example, Funds can finance real property acquisition, purchase of equipment, architectural and engineering fees, other services (e.g., legal, accounting, construction management), and non-construction items such as furniture, business licenses, real estate taxes, and tenant allowances for such items.
- (2) Funds used to finance fixtures, furnishings, operating supplies or equipment may trigger Davis-Bacon Requirements if the contract involves both the purchase and installation and such installation involves more than an incidental amount of construction work meaning it is 13% or less of the total contract cost of the purchased/financed equipment.
- (3) Legal, Accounting, Architectural, Design, Engineering or Construction Management services do not trigger Davis-Bacon requirements if obtained under a contract separate from the construction contract.
- (4) Funds used to finance “construction work” may not trigger Davis-Bacon Requirements. For example, all contractors and subcontractors performing “construction work” on federal contracts in excess of two-thousand dollars (\$2,000.00) (and contractors or subcontractors performing on federally assisted contracts under the related Acts) do trigger Davis-Bacon Requirements, except with respect to CDBG funded contracts for the rehabilitation or construction or residential property containing less than eight (8) units.

- (5) Contracts or subcontracts subject to Davis-Bacon must incorporate form HUD-4010 or the explicit language contained in form HUD-4010 within each contract or subcontract.
- (6) Contractors and subcontractors subject to Davis-Bacon must pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits listed in the contract's DBRA wage determination for corresponding classes of laborers and mechanics employed on similar projects in the area. DBRA labor standard clauses must be included in covered contracts.
- (7) Apprentices may be employed at less than predetermined rates if they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department. Trainees may be employed at less than predetermined rates they are in a training program certified by the Department.
- (8) Contractors and subcontractors on prime contracts in excess of one hundred thousand dollars (\$100,000.00) are required, pursuant to the Contract Work Hours and Safety Standards Act, to pay employees one and one-half times their basic rates of pay for all hours over forty (40) worked on covered contract work in a workweek. Covered contractors and subcontractors are also required to pay employees weekly and to submit weekly certified payroll records to the contracting agency.
- (9) Every employer performing work covered by the labor standards of the DBRA must post the WH-1321 "Employees Rights Under the Davis-Bacon Act" poster at the site of the work in a prominent and accessible place where it may be easily seen by employees. There is no particular size requirement. The wage determination must be similarly posted.
- (10) Contractors must maintain payroll and basic records for all laborers and mechanics during the course of the work for a period of three years thereafter. Records to be maintained include:
 - (a) Name, address and Social Security Number of each employee;
 - (b) Each employee's work classifications
 - (c) Hourly rates of pay, including rates of contributions or costs anticipated for fringe benefits or their cash equivalents
 - (d) Daily and weekly number of hours worked
 - (e) Deductions made (using deduction approval forms)
 - (f) Actual wages paid

- (g) If applicable, detailed information regarding various fringe benefit plans and programs, including records that show that the plan or program has been communicated in writing to the laborers and mechanics affected
- (h) If applicable, detailed information regarding approved apprenticeship or trainee programs.

- 4.5 Inspections.** Lender and its designee or representatives shall have the right at all reasonable times during regular business hours (and any time in the event of an emergency) to enter upon the Project Site and inspect the Project(s) to determine that the same is in conformity with this Agreement, the Act and all laws, ordinances, rules and regulations applicable to the Project and Borrower's use of the Loan Funds. Lender and its designee or representatives may examine and copy all books, records and other papers relating to the Project and Borrower's use of the Loan Funds to ensure Borrower's compliance with the Act and applicable regulations.
- 4.6 Audits and Financial Reports.** Under federal regulations at 1 CFR 200.501, Non-federal entities that expend \$750,000 or more in federal awards in any year shall have a single or program audit conducted by a public accountant, which meets the general standards specified in generally accepted governmental auditing standards (GAGAS).
- 4.7 Notification to Lender of Litigation or Complaints.** Borrower shall immediately notify Lender in writing of all material proceedings, litigation or claims which may adversely affect Borrower's rights to any part of the Project or Project Site, and of all complaints or charges made by governmental authority affecting the Project, Project Site, or Borrower which may require material changes in the development of the Project or use of the dwelling(s) constructed.
- 4.8 Further Assistance.** Borrower shall upon request of Lender take or cause to be taken any action, execute, acknowledge, deliver or record any further documents, opinion, or other instruments or obtain such additional insurance as Lender is required to do or obtain by HUD or other federal, state or county regulatory agency or which Lender reasonably determines are required to carry out the intent of the Secretary, Lender and Borrower under the Loan Documents. Upon the nonoccurrence of any of the foregoing, Lender may declare an Event of Default and exercise its rights and remedies under Article V herein below.

ARTICLE V DEFAULT AND REMEDIES

- 5.1 Event of Default.** The occurrence of any of the following events and failure to cure within stated periods shall constitute an Event of Default:
- (a) Failure to spend Loan Funds for eligible and approved cost items;

- (b) Failure of Project to produce the required number of LMI housing to qualify for the Loan Funds;
- (c) Any default by Borrower in the repayment of any indebtedness owed to Lender under the Loan Documents for any purpose or reason, which is not paid in full within thirty (30) days from the date the debt is due and payable;
- (d) Any breach by Borrower of the non-monetary representations, warranties, covenants and conditions of this Agreement or the Loan Documents, which is not cured by Borrower to Lender's reasonable satisfaction within sixty (60) days from the receipt of written notice thereof. If a non-monetary breach or default by Borrower occurs that is outside of the control of Borrower and which cannot be cured within sixty (60) days, Borrower shall have commenced to cure its breach or default within said sixty (60) days and thereafter diligently proceed to cure its breach or default. Notwithstanding anything to the contrary herein, any violation, breach or default by Borrower of the Act or any laws, ordinances, rules or regulations applicable to the Project, the Project Site or Borrower's use of the Loan Funds not cured within the applicable period shall constitute an Event of Default;
- (e) Any breach by Borrower of the non-monetary representations, warranties, covenants and conditions of this Agreement applying to HUD or federal laws and related regulation requirements which cannot be cured by the Borrower within ten (10) working days from receipt of written notice;
- (f) Any written representation, warranty or disclosure made to Lender by Borrower which proves to be materially false or misleading as of the date when made, whether or not such representation or disclosure appears in this Agreement or the Loan Documents;
- (g) Any material deviation in carrying out the Project without the prior written approval of Lender that is not corrected within thirty (30) days after receipt of written notice from Lender to Borrower;
- (h) Filing a petition in bankruptcy or for reorganization under any bankruptcy or insolvency law by or against Borrower or filing an application for receiver or trustee for all or a portion of the Project or the Project Site, which is not dismissed within ninety (90) days, or if Borrower makes an assignment for the benefit of creditors or becomes insolvent or cannot pay its debts as they mature, or any attachment or execution is levied against all or a portion of the Project or the Project Site and is not discharged within ninety (90) days; and/or

- (i) Failure by Borrower to defend, indemnify and/or hold harmless Lender pursuant to this Loan Agreement.

5.2.1 Remedies. Upon the occurrence of an Event of Default, Lender may, besides any other remedies which Lender may have or under the Loan Documents or by law, at its option without prior demand notice, take any or all of the following actions:

- (a) Immediately terminate any further advance of Loan Funds; and/or
- (b) Declare the Note immediately due and commence collection proceedings against Borrower, and/or foreclose the Mortgage. Lender may exercise Lender's rights under the law without first commencing foreclosure proceedings against the Property if Lender so elects. Any such election by Lender to exercise Lender's rights shall not prohibit Lender from simultaneously or thereafter foreclosing upon the Property or exercising any other rights available to lender hereunder or at law or in equity.

5.2.2 All remedies of Lender provided for herein and in any other of the Loan Documents are cumulative and shall be in addition to all other rights and remedies provided by law. The exercise of any right or remedy by Lender shall not constitute a cure or waiver of default hereunder or under any other of the Loan Documents or invalidate any act done under any notice of default, or prejudice the Lender in the exercise of any of its rights hereunder or under any other Loan Documents unless, in the exercise of said rights, the Lender shall solely realize all amounts owed to it.

5.2.3 Notwithstanding anything to the contrary contained in this section, the Lender agrees to look solely to: (i) the Borrower's interest in the Property and/or (ii) the Borrower's interest in the personal property purchased with Loan Funds; and/or (iii) any guaranty agreement executed by Borrower or any personal guarantees of Borrower's obligations in favor of Lender or HUD; all of which are provided for by the Note, the Mortgage, or any other Loan Documents, as security for payment of the indebtedness and for the performance of the provisions required by the Borrower under this Agreement. Nothing contained herein shall impair any lien or security interest securing payment of the indebtedness owing to the Lender or otherwise limit or restrict the rights of the Lender regarding the Lender regarding the Project or any other collateral.

ARTICLE VI NOTICE REQUIREMENTS

Any notice, request, demand, consent, confirmation or other communication hereunder shall be in writing and delivered (a) in person, by messenger or overnight courier; (b) by registered or certified mail, return receipt requested and postage prepaid; or (c) by facsimile, to the applicable party at its address or facsimile number set forth below, or at such other address

or facsimile number as such party hereafter may designate as its address for communications hereunder by notice so given. Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery); provided that all notices and communications sent by facsimile shall also be evidenced by the facsimile machine's confirmation identifying the recipient's facsimile number and transmission; and provided further that all notices or other communications sent by facsimile shall also be delivered by another means permitted under this Article.

If to Borrower: Grimm Lofts, LLC
Attn:
Address
Address

With a copy to:

To Lender: City of Texarkana, Texas
Attn:
Address
Address

With a copy to:
Atchley, Russell, Waldrop & Hlavinka LLC
Attn: Jo Thomason
1710 Moores Lane
Texarkana, TX 75503

ARTICLE VII OTHER REQUIREMENTS

- 7.1 24 CFR 570.602 Section 109 of the Act.** Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program receiving federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of Section 109 are codified in 24 CFR Part 6.
- 7.2 24 CFR 570.608 Lead-based paint.** The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this Agreement.
- 7.3 24 CFR 570.603 Labor standards.** Section 110(a) of the Act contains labor standards that apply to non-volunteer labor financed in whole or in part with assistance received under the Act. In accordance with Section 110(a) of the Act, the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) also applies.

- 7.4 DUNS and CCR:** Developer shall comply with requirements of the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Universal Numbering System (DUNS) and the Central Contractor Registration (CCR) database, and the federal Funding Accountability and Transparency Act, including Appendix A to Part 25 of the Financial Assistance use of Universal Identifier and Central Contractor Registration, 75 Fed. Reg. 55671 (Sept. 14, 2010) (to be codified at 2 CFR part 25) and Appendix A to Part 170 of the requirements for federal Funding Accountability and Transparency Act Implementation, 75 Fed. Reg. 55663 (Sept. 14, 2010) (to be codified at 2 CFR part 170).

ARTICLE VIII THE PROPERTY

8.1 Legal Description, Assessor Number and Address:

See **Schedule F** to this Agreement.

- 8.2 Title to Property and Other Representations and Warranties.** Borrower represents and warrants to and covenants with Lender that: (a) Borrower, as Mortgagor of the Mortgage executed in favor of the Lender, possesses an irrevocable interest in the Property and has good and marketable title to the Property, as demonstrated by the title policy; (b) Borrower owns the improvements and personal property purchased with the Loan Funds located on the Property and has good and marketable title to such improvements; (c) the Property is free of all liens, encumbrances, adverse claims and other defects of title whatsoever, except for liens created pursuant to the required Mortgage; (d) Borrower does hereby and shall forever warrant and defend Borrower's title to and interest in the Property and the validity and priority of the lien of the required Mortgage executed as one of the Loan Documents against all claims and demands whatsoever of any Person; (e) any improvements hereafter to be constructed, renovated or rehabilitated on the Property shall be in compliance with all applicable zoning and building codes, ordinances and regulations and shall lie wholly within the boundaries of the Property; (f) there are no actions, suits or proceedings pending or threatened against or affecting Borrower, as Mortgagor of the Mortgage, or the Property; and (g) Borrower has the good and unrestricted right, full power and lawful authority to subject the Property to the required Mortgage.
- 8.3 Property insurance.** Borrower shall furnish Lender, at Borrower's cost and expense, with evidence of builder's risk or comparable property insurance which indemnifies and insures Borrower against damage or theft to the building(s) or personal property while the Project is under development using funds provided by this Agreement. The policy shall contain coverage that protects against physical loss or damage to the building, materials, fixtures and/or equipment being used in rehabilitating/constructing/outfitting the Project. Following construction, and through the term of this Loan Agreement, or any

subsequent loan agreement, Borrower shall furnish Lender with evidence of property insurance that covers most common risks to an existing property including furnishings, fixtures, and equipment. Specifically, Borrower shall:

- 8.3.1** Keep the Property and all personal property insured against loss or damage by fire, lightning, windstorm, tornado, hail, explosion, riot, riot attending a strike, civil commotion, aircraft, vehicles, smoke, vandalism and malicious mischief, all in amounts greater than or equal to the fair market value of the Project and personal property contained therein;
- 8.3.2** Maintain policies of workmen's compensation insurance and such other coverage as might be required of the Borrower under any applicable statute, law or regulation;
- 8.3.3 Incidence of Loss.** Borrower shall notify Lender immediately upon any incidence of loss or damage to the property, materials or equipment related to the Project. Risk of loss shall be upon Borrower and properly insured against risk of loss or damage. Any incidence of damage, loss or theft to the Project Site or its improvements shall be reported by the Borrower to the Texarkana, Texas City Police Department immediately and copy of the policy report shall be submitted to Lender within ten (10) business days from the incident of loss or damage.
- 8.3.4 Liability Insurance.** Borrower shall furnish Lender copies of all licenses and certifications of Public Liability Insurance, upon request, after the execution of this Agreement.
- 8.3.5 Deposits for Impositions and Insurance.** Following an Event of Default (as defined in this Agreement), upon request by Lender, Borrower shall deposit with Lender on the first Business Day of each month an amount equal to one-twelfth of the aggregate annual payments for Impositions as defined in the Mortgage. In addition, upon request by Lender, Borrower shall deposit with Lender such sums of money which, together with such monthly installments, shall be sufficient to pay all of the Impositions at least thirty (30) calendar days prior to the due date thereof. The funds so deposited with Lender pursuant to Lender's request shall be held by Lender without interest and may be commingled with other funds of Lender. Such funds shall be applied in payment of the Impositions as and when due to the extent that Mortgagor shall have deposited funds with Lender for such purpose. Upon the occurrence of an Event of Default, the funds deposited with Lender may, at the option of the Lender, be retained and applied toward the payment of any of the Obligations.

- 8.4 Compliance with Laws: Use of Property.** Borrower shall promptly comply with all present and future laws, statutes, ordinances, rules, regulations and other requirements (including, without limitation, applicable redevelopment restrictions and covenants,

regulations of the U.S. Department of Housing and Urban Development, federal and state housing and tax law requirements and local zoning and building requirements) of all governmental and quasi-governmental authorities whatsoever having jurisdiction in respect of the Property. Borrower shall promptly make all changes, alterations and improvements necessary to comply with all such present and future laws, statutes, ordinances, rules, regulations and other requirements. Borrower shall not use or permit the use of the Property in any manner which would tend to impair the value of the Property or materially increase the risk of fire or other casualty. Borrower further agrees that the Borrower shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Mortgaged Property or any part thereof; or permit any lien or encumbrance of any kind or character (except Permitted Liens) to accrue or remain on the Mortgaged Property or any part thereof.

- 8.5 Reversion of Assets.** Upon termination (not expiration with full compliance) of this Agreement, Borrower shall remit to the Lender any Funds on hand at the time of termination and any accounts receivable attributable to the use of the Funds. In addition, in the case of projects that are incomplete at time of termination, the Borrower shall return to Lender all Funds drawn on the project or convey to Lender any real property under the Borrower's control that was acquired or improved with the Funds.

ARTICLE XI PROHIBITIONS AGAINST ASSIGNMENT AND TRANSFER

- 9.1** Borrower represents and agrees for itself, and its successors and assigns, that except for the purpose of providing security to a lender for the purposes of obtaining financing necessary to enable the Borrower, or any authorized successor in interest to the Property, or any part thereof, to perform its obligations with respect to completion and operation of the Project as set forth in the Plan and Specifications, or for purposes required by law for the transfer or historic or new market tax credits, and any other purpose authorized by this Agreement, there shall be no assignment or other transfer of the Borrower's interest in the Property or Project, including transfers to an affiliate of the Borrower or Grim Lofts, LLC, without the express written consent of the Lender.

ARTICLE X FINANCIAL CONTROLS AND REPORTING

- 10.1 Financial reporting.** Accurate, current and complete financial records of financially assisted activities must be kept on file for three (3) years after the Initial Loan Term of this Agreement for audit purposes.
- 10.2 Accounting Records.** Borrower must maintain records which adequately identify the source and use of funds provided for financially-assisted activities. These records must contain information pertaining to assets, liabilities, and expenditures. Such records shall

be kept for three (3) years after the Initial Loan Term of this Agreement for audit purposes.

10.2.1 A record of all Loan Fund expenditures shall be kept on file by Borrower and reserved for a three (3) year period after the Initial Loan Term of this Agreement for federal audit.

10.2.2 Borrower shall submit to the Lender a copy of any audit reports pertaining to the use of Loan funds.

10.3 **Internal control.** Effective control and accountability must be maintained for all real and personal property, and other assets. Borrower must adequately safeguard all such property and must assure that it is used solely for approved purposes.

10.4 **Budget control.** Actual expenditures must be compared with budgeted amounts for each cost item or subcategory. Estimates of unit cost data are required, and estimates based on available documentation will be accepted until a true and accurate cost is known.

10.5 **Fiscal accountability.** Borrower shall employ techniques necessary to insure adequate and proper fiscal accountability of Loan Funds received and disbursed. This shall include but not be limited to separate ledgers for Loan funds and other funds and/or a separate bank account with ledger documentation.

10.6 **LMI Housing Reports.** Borrower shall retain LMI Housing reports reflecting the residential lofts qualifying under this criteria for a three (3) year period after the Loan Term of this Agreement for audit purposes.

ARTICLE XI PROCUREMENT STANDARDS

11.1 **MEB-WBE.** Positive efforts shall be made by Developer to utilize small business and minority and woman-owned business sources of supplies and service.

11.2 **Substantial item records.** Borrower is required to prepare and maintain an inventory, including a reasonably specific location of all personal property or articles purchased over \$500 in value or which personal property is considered fixtures, furnishings, operating supplies, or equipment purchased for the project, and records shall be retained until the Loan Funds have been repaid. The inventory shall be kept up to date and submitted to Lender upon reasonable request.

**COUNTERPART SIGNATURE PAGE FOR GRIMM LOFTS, LLC
LOAN AGREEMENT WITH
GRIMM LOFTS, LLC
FOR ASSISTANCE WITH THE GRIM PROJECT**

IN WITNESS WHEREOF, GRIMM LOFTS, LLC, as Borrower, has **APPROVED** and **EXECUTED** this Agreement this ____ day of _____, _____.

BORROWER

By: _____

**COUNTERPART SIGNATURE PAGE FOR GRIMM LOFTS, LLC
LOAN AGREEMENT WITH
GRIMM LOFTS, LLC
FOR ASSISTANCE WITH THE GRIM PROJECT**

APPROVED by the **City Council** and **SIGNED** by the **Mayor of the City of Texarkana, Texas**,
this _____ day of _____, _____.

LENDER
THE CITY OF TEXARKANA, TEXAS,
a home-ruled municipality,

ATTEST:

CITY SECRETARY

MAYOR

SCHEDULE “A” SCOPE OF WORK, PROJECT ACTIVITIES

Scope of Work:

1. Loan funds shall be used solely to pay for Façade related costs, supplies, and equipment to assist in repairing and renovating the Façade of the redevelopment of the Grim Hotel in downtown Texarkana, Texas by GRIMM LOFTS, LLC at the address and legal description detailed in Schedule “E” to this Agreement. Borrower is expected to complete the Grim lofts and commercial space substantially in accordance with the Plans and Specifications submitted to the Planning Department on _____.
2. Items eligible for funding and their budgeted amounts are detailed in Schedule “A-1” of this Agreement. Borrower has submitted a detailed budget estimating costs, and will submit documents satisfactory to Lender including a final detailed budget for which all Funds shall be used as part of the requirement to draw Funds under this Agreement.
3. The CDBG-eligible activity for funding under this Agreement shall be special economic development in accordance with 24 CFR Part 570.203.
4. The National Objective of low-and-moderate income housing shall be met in accordance all Development Documents.
5. The Public Benefit requirement for use of the funds shall be met in accordance with the 24 CFR Part 570.209(b)(2)(v)(F) and (G).
6. The Project is expected to provide not less than twenty LMI lofts for a ten year period to run from the date lofts become available for lease.
7. Documentation of Public Benefit shall be maintained by the CITY in accordance with 24 CFR Part 570.209(d) and Borrower shall provide CITY with all information necessary to document the Public Benefit. Borrower shall submit to the CITY annual reports on the number of LMI lofts leased until the LMI housing requirement is met.

SCHEDULE "A-1"
GENERAL AND DETAIL PROJECT BUDGET ESTIMATES

GENERAL BUDGET ITEMS

Design Services and Consultants		
		\$
		\$
		\$
		\$
		\$
		\$
	Category Subtotal:	\$
Hard Cost		
		\$
	Category Subtotal:	\$
Business Insurance		
		\$
	Category Subtotal:	\$
TOTAL		\$

SCHEDULE “B” BUDGET, DRAW REQUEST FORMS, AND FORMAT

Budget:

Funds provided under this Agreement shall constitute the full funding/contribution for the Project and Project Activities and shall not exceed \$1,429,000.00.

1. Funds are available to be drawn for eligible activity costs in accordance with the approved General and Detail Project Budget Estimates provided in **Schedule “A-1”** or in accordance with an amended budget approved in writing by CITY staff.

Draw Request:

Borrower is eligible to draw funds for the Project under this Agreement after funds have been deposited in the **Guaranteed Loan Funds Account as required by HUD** and set up in the Lender’s Distribution System.

Draw requests shall be eligible and approved costs and expenses, based upon progress, for completed activity, for need, or as may be approved by the Lender (by and through City staff) and made in accordance with 24 CFR 84.22(b)(2), which states:

“Cash advances to a recipient organization shall be limited to the minimum amounts needed and shall be timed to be in accord only with the actual, immediate cash requirements of the recipient organization in carrying out the purpose of the approved program or project. The timing and amount of cash advances shall be as close as is administratively feasible to the actual disbursement by the recipient organization for direct program or project costs, and the proportionate share of any allowable indirect cost.”

Borrower agrees that it will disburse Loan payments within three (3) days after receipt of each approved draw request from Lender. Draw requests should be made in consideration of the 3-day rule, and shall be due to the CITY’s Planning Department Community Development division staff before noon on the Tuesday at least twelve (12) to fourteen (14) working days prior to the expected receipt of actual funds. Holidays or weather days may delay normal Lender payment processing.

Draw requests shall be made in accordance with the Lender’s following disbursement procedures:

1. Borrower must be a registered Vendor with the CITY to be eligible for distribution of Funds provided under this Agreement. Borrower must submit, if it has not previously done so, a completed Vendor Registration / W-9 form, which shall be provided to Borrower by Lender. No funds will be disbursed until the completed form is on file with Lender.
2. Borrower must submit an invoice on company letterhead containing the Borrower company name, address and other contact information, along with sufficient backup documentation to evidence: 1) need, or 2) non-construction work or services performed or purchases made. By way of example, need may be evidenced by a draw schedule and the draw request submitted by Borrower along with progress reports in fulfillment of that schedule as it relates to the budgeted activity covered by this Agreement. Purchases made or non-construction work and services performed may be evidenced

by supplier or vendor invoices submitted to Borrower, a printout of Borrower's expense ledger, along with documentation of payment (if any) made by Borrower, etc.

3. Borrower must provide detailed (itemized) documentation of the item or service for which funds are being requested.
4. Borrower must provide Lender assurance that drawn funds will be deposited in a discrete account specific to and solely for the purpose of use of Funds of this Agreement. An example of such assurance is certification that the Borrower has established a separate bank account for the use of Section 108 Loan Funds.
5. Borrower must submit with its initial draw request or have previously submitted its Minority Business enterprise and Women Business Enterprise report(s), as applicable.
6. Borrower must submit with its draw requests or have previously submitted its Section 3 report(s) as applicable. (See Section 4.4 of this Agreement). Section 3 reports also apply to subcontractors as applicable.
7. Borrower must ensure that a submitted draw request is date-stamped as received by the Planning Department. At the time of submission, Borrower may request a copy of the date-stamped page as evidence of submission. Denied draw requests must be resubmitted and shall require a subsequent date-stamp.

[The remainder of this page is intentionally left blank.]

Guaranty Agreement

This GUARANTY AGREEMENT (this "**Guaranty**") is made as of the _____ day of _____, 2017, by Mark Bouldin and Jim Sari in their individual capacity (collectively, "**Guarantors**", and each, from time to time, a "**Guarantor**"), in favor of the City of Texarkana, Texas, a home-ruled municipality (together with its successors and assigns, "**Lender**").

WITNESSETH:

WHEREAS, Grimm Lofts, LLC, a Texas limited liability company ("**Borrower**") has requested that Lender make a loan (the "**Loan**") to Borrower, which Loan is evidenced by that certain Promissory Note, dated as of the date hereof, in the original principal amount of One Million Four Hundred Twenty Nine Thousand and No/100 Dollars (\$1,429,000.00) made by Borrower to the order of Lender (as the same may from time to time be amended, supplemented, restated or otherwise modified, the "**Note**"), along with other Development Documents under a 380 loan agreement for the development of the Grim Hotel, dated as of the date hereof, between Borrower and Lender (as the same may from time to time be amended, supplemented, restated or otherwise modified, the "**Loan Agreement**");

WHEREAS, as a condition precedent to making the Loan, Lender has required that Guarantors execute and deliver this Guaranty to Lender; and

WHEREAS, any capitalized term used and not defined in this Guaranty shall have the meaning given to such term in the Loan Agreement and Development Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce Lender to make the Loan to Borrower, Guarantors hereby jointly and severally agree as follows:

Section 1. Guaranteed Obligations.

Guarantors hereby jointly and severally, and unconditionally and irrevocably guarantee performance and payment of, and agree to protect, defend, indemnify and hold harmless Lender for, from and against, any and all losses, damages or liability which may be suffered or incurred by, imposed on or awarded against Lender as a result of the following (collectively called the "**Guaranteed Obligations**"):

- (a) the completion of the Improvements in accordance with the requirements of the Loan Agreement and Development Documents for the renovation and remediation of the Grim Hotel;
- (b) the making of all deposits required to be made by Borrower under the terms of the Loan Agreement and the other Loan Documents, as and when required;
- (c) the keeping of the Property free and clear of all liens, claims and demands of any kind, including, without limitation, the payment in full and the discharge of all Taxes prior to the day upon which the same shall become delinquent;
- (d) the payment by Borrower, at or before the times required by the Loan Documents, the premiums on all policies of insurance required to be maintained under the terms of the Loan Documents;
- (e) the obtaining of certificate(s) of occupancy and any other municipal, governmental approvals and certificates relating to or evidencing the construction and completion of the Improvements as well as any HUD and EPA requirements; and

(f) the payment of any and all fees, costs and expenses of Lender, including, without limitation, any and all attorneys' fees and expenses, in connection with the enforcement of this Guaranty by Lender.

Upon demand by Lender following the occurrence of an Event of Default, Guarantors will cause all Improvements to be completed in accordance with the requirements of the Loan Agreement and Development Documents, and will pay all bills in connection therewith.

Section 2. Primary Liability of Guarantors.

(a) This Guaranty is a continuing guaranty of the Guaranteed Obligations, and is an absolute, irrevocable and unconditional guaranty of payment and performance, and each Guarantor shall be liable for the payment and performance of the Guaranteed Obligations as a primary obligor. The obligations of Guarantors under this Guaranty shall not be subject to any counterclaim, set-off, abatement, deferment, or defense based upon any claim that any Guarantor may have against Lender, Borrower or any other Person (other than the satisfaction of the Guaranteed Obligations by Borrower or Guarantors), and any notice of directive given by any Guarantor to Lender that is inconsistent with the foregoing shall be null and void, and may be ignored by Lender, and, in addition, may not be pleaded or introduced as evidence in any litigation relating to this Guaranty (without the prior written consent of Lender) for the reason that such pleading or introduction would be at variance with the written terms of this Guaranty.

(b) This Guaranty shall be effective as a waiver of, and Guarantors hereby expressly waive any right that Guarantors may otherwise have been entitled, whether existing under statute, at Law or in equity, to require Lender to take prior recourse or proceedings against any collateral, security or Person. It shall not be necessary for Lender, in order to enforce such payment or performance by Guarantors, first to institute suit or pursue or exhaust any rights or remedies against Borrower or other Person liable on such indebtedness or for such performance, or to enforce any rights against any security given to secure such indebtedness or performance, or to join Borrower or any other Person liable for the payment or performance of the Guaranteed Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining payment or performance of the Guaranteed Obligations; provided, however, that nothing herein contained shall prevent Lender from suing on the Note or foreclosing the Mortgage or exercising any other right under the Loan Documents.

(c) Suit may be brought or demand may be made against Borrower or against any or all parties who have signed this Guaranty or any other guaranty covering all or any part of the Guaranteed Obligations, or against any one or more of them, separately or together, without impairing the rights of Lender against any party hereto.

(d) The liability of Guarantors or any other Person under this Guaranty for Guaranteed Obligations arising out of or related to any Environmental Indemnity Agreement shall not be limited or affected in any way by any provision in this Guaranty, the other Loan Documents or Development Documents or applicable Law limiting the liability of Borrower, Guarantors or such other Person, or Lender's recourse or rights to a deficiency judgment.

(e) Guarantors hereby agree to indemnify Lender against loss, cost or expense incurred by Lender caused by the Borrower asserting any defense to its obligations under the Loan Agreement and/or any one or more of the Loan or Development Documents or the assertion by any Guarantor of any defense to such Guarantor's obligations under this Guaranty. Guarantors (i) waive any right or claim of right to cause a marshalling of the Borrower's assets or to cause Lender to proceed against any of the security for the Note or for the obligations guaranteed hereby before proceeding against any Guarantor or to proceed against Guarantors in any particular order; (ii) agree that any payments required to be made by Guarantors under this Guaranty shall become due on demand in accordance with the terms hereof and in the Loan Agreement, the Note, and/or the Mortgage and without presentment of the Note to Borrower, demand for payment or protest thereof, or notice of non-payment or protest thereof, but subject to any applicable notice and cure periods provided in the Loan Documents; and (iii) waive and relinquish all rights and remedies afforded by

applicable law to guarantors except any rights of subrogation that Guarantors may have; provided, that the guaranty provided for under this Guaranty shall neither be contingent upon the existence of any such rights of subrogation nor subject to any claims or defenses whatsoever which may be asserted in connection with the enforcement or attempted enforcement of such subrogation rights including, without limitation, any claim that such subrogation rights were abrogated by any acts of Lender. Guarantors hereby agree to postpone the exercise of any and all rights of subrogation to Lender's rights against Borrower or Guarantors and any rights of subrogation to any collateral securing the Loan and/or the obligations under the Loan Agreement and/or any one or more of the Loan Documents until the Loan shall have been paid in full.

Section 3. Certain Agreements and Waivers by Guarantors.

(a) Guarantors agree that neither Lender's rights or remedies nor Guarantors' obligations under the terms of this Guaranty shall be released, diminished, impaired, reduced or affected by any one or more of the following events, actions, facts, or circumstances, and the liability of Guarantors under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

- (i) the attempt or absence of any attempt by Lender to obtain payment or performance by Borrower or Guarantors (or any Guarantor) (this being a guaranty of payment and performance and not merely of collection);
- (ii) any limitation on the liability of, or recourse against, any other Person in any Loan Document or arising under any Law;
- (iii) any claim or defense that this Guaranty was made without consideration or is not supported by adequate consideration or that the obligations of Guarantors under this Guaranty exceed or are more burdensome than those of Borrower under the other Loan Documents;
- (iv) the release or taking or accepting of any other security or guaranty for, or right of recourse with respect to, any or all of the Guaranteed Obligations; (v) the operation of any statutes of limitation or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by Lender against Guarantors (or any Guarantor), to the fullest extent permitted by Law;
- (v) the operation of any statutes of limitation or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by Lender against Guarantors (or any Guarantor), to the fullest extent permitted by Law;
- (vi) any exemption or the benefit of all other provisions of Law that are waivable under applicable Law;
- (vii) any release, surrender, abandonment, exchange, alteration, sale or other disposition, subordination, deterioration, waste, failure to protect or preserve, impairment, or loss of, or any failure to create or perfect any lien or security interest with respect to, or any other dealings with, any collateral or security at any time existing or purported, believed or expected to exist in connection with any or all of the Guaranteed Obligations, or any impairment of Guarantors' recourse against any Person or collateral, or the acceptance by Lender of any additional security for the Loan;
- (viii) whether express or by operation of Law, any partial release of the liability of Guarantor under this Guaranty (except to the extent expressly so released) or any complete or partial release of Borrower or any other Person liable, directly or indirectly, for the payment or performance of any or all of the Guaranteed Obligations;
- (ix) the death, insolvency, bankruptcy, disability, dissolution, liquidation, termination, receivership, reorganization, merger, consolidation, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of Borrower, Guarantors (or any Guarantor), or any other Person at any time liable for the payment or performance of any or all of the Guaranteed Obligations,

or the failure by Lender to file or enforce a claim against the estate of Borrower, such Guarantor(s), or such other Person;

(x) either with or without notice to or consent of Guarantors, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Guaranteed Obligations and/or any of the Loan Documents, including without limitation material alterations of the terms of payment (including changes in maturity date(s) and interest rate(s)) or performance (including changes with respect to the construction of the Improvements) or any other terms thereof, or any waiver, termination, or release of, or consent to departure from, any of the Loan Documents or any other guaranty of any or all of the Guaranteed Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by Lender to Borrower or any other Person at any time liable for the payment or performance of any or all of the Guaranteed Obligations, or the making of additional loans to Borrower;

(xi) any neglect, lack of diligence, delay, omission, failure, or refusal of Lender to take or prosecute (or in taking or prosecuting) any action for the collection or enforcement of any of the Guaranteed Obligations, or to foreclose or take or prosecute any action to foreclose (or in foreclosing or taking or prosecuting any action to foreclose) upon any security therefor, or to exercise (or in exercising) any other right or power with respect to any security therefor, or to take or prosecute (or in taking or prosecuting) any action in connection with any Loan Document, or any failure to sell or otherwise dispose of in a commercially reasonable manner any collateral securing any or all of the Guaranteed Obligations;

(xii) any failure of Lender to notify Guarantors (or any Guarantor) of any creation, renewal, extension, rearrangement, modification, supplement, subordination, or assignment of the Guaranteed Obligations or any part thereof, or of any Loan Document, or of any release of or change in any security, or of the occurrence or existence of any Default or Event of Default, or of any other action taken or refrained from being taken by Lender against Borrower or any security or other recourse, or of any new agreement between Lender and Borrower, it being understood that Lender shall not be required to give Guarantors (or any Guarantor) any notice of any kind under any circumstances with respect to or in connection with the Guaranteed Obligations, any and all rights to notice Guarantors may have otherwise had being hereby waived by Guarantors, and each Guarantor shall be responsible for obtaining information for itself regarding Borrower, including any changes in the business or financial condition of Borrower, and Guarantors acknowledge and agree that Lender shall have no duty to notify Guarantors (or any Guarantor) of any information which Lender may have concerning Borrower;

(xiii) the existence of any claim, counterclaim, set off or other right that Guarantors (or any Guarantor) may at any time have against Borrower, Lender, or any other Person, whether or not arising in connection with this Guaranty, the Note, the Loan Agreement, the Development Documents, any Environmental Indemnity Agreement or any other Document;

(xiv) the unenforceability of all or any part of the Guaranteed Obligations against Borrower, whether because the Guaranteed Obligations exceed the amount permitted by Law or violate any usury law, or because the Persons creating the Guaranteed Obligations acted in excess of their authority, or because of a lack of validity or enforceability of or defect or deficiency in any of the Loan Documents, or because Borrower has any valid defense, claim or offset with respect thereto, or because Borrower's obligation ceases to exist by operation of Law, or because of any other reason or circumstance, it being agreed that Guarantors shall remain liable under this Guaranty regardless of whether Borrower or any other Person is found not liable on the Guaranteed Obligations, or any part thereof, for any reason (and regardless of any joinder of Borrower or any other party in any action to obtain payment or performance of any or all of the Guaranteed Obligations);

(xv) any order, ruling or plan of reorganization emanating from proceedings under Title 11 of the United States Code (the "**Bankruptcy Code**") with respect to Borrower or any other Person, including any

extension, reduction, composition, or other alteration of the Guaranteed Obligations, whether or not consented to by Lender, or any action taken or omitted by Lender in any such proceedings, including any election to have Lender's claim allowed as being secured, partially secured or unsecured, any extension of credit by Lender in any such proceedings or the taking and holding by Lender of any security for any such extension of credit, the foregoing to include, (A) any election by Lender under Section 1111(b)(2) of the Bankruptcy Code, (B) any borrowing or grant of a security interest by Borrower as debtor-in-possession under Section 364 of the Bankruptcy Code, (C) the inability of Lender to enforce the Loan against Borrower by application of the automatic stay provisions of Section 362 of the Bankruptcy Code, or (D) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of Lender's claim(s) against Borrower for repayment of the Loan;

(xvi) all suretyship defenses and defenses in the nature hereof that require the Lender to institute suit against the Borrower and all other parties to the Loan as a condition to Guarantors' (or any Guarantor's) liability, any other condition, event, omission, action that would in the absence of this paragraph result in the release or discharge of Guarantors (or any Guarantor) from the performance or observance of any obligation, covenant or agreement contained in this Guaranty or any other agreement;

(xvii) any merger or consolidation of Borrower into or with any other entity, or any sale, lease or transfer of any of the assets of Borrower or Guarantors (or any Guarantor) to any other Person;

(xviii) any change in the ownership of Borrower, or any change in the relationship between Borrower and Guarantors (or any Guarantor), or any termination of any such relationship;

(xix) any early termination of any of the Guaranteed Obligations;

(xx) Lender's enforcement or forbearance from enforcement of the Guaranteed Obligations; or

(b) In the event any payment by Borrower or any other Person to Lender is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Law, or if for any other reason Lender is required to refund such payment or pay the amount thereof to any other party, such payment by Borrower or any other party to Lender shall not constitute a release of Guarantors from any liability under this Guaranty, and this Guaranty shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by Lender of this Guaranty or of Guarantors), as the case may be, and this Guaranty shall apply to any and all amounts so refunded by Lender or paid by Lender to another Person (which amounts shall constitute part of the Guaranteed Obligations), and any interest paid by Lender and any attorneys' fees, costs and expenses paid or incurred by Lender in connection with any such event.

(c) It is the intent of Guarantors and Lender that the obligations and liabilities of Guarantors under this Guaranty are absolute, irrevocable and unconditional under any and all circumstances and that until the Guaranteed Obligations are fully and finally paid and performed, and not subject to refund or disgorgement, the obligations and liabilities of Guarantors under this Guaranty shall not be discharged or released, in whole or in part, by any act or occurrence that might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of a guarantor.

(d) If acceleration of the time for payment of any amount payable by Borrower under the Note, the Loan Agreement, any other Loan Document is stayed or delayed by any Law or tribunal, all such amounts shall nonetheless be payable by Guarantors on demand by Lender.

Section 4. Subordination.

If, for any reason whatsoever, Borrower is now or hereafter becomes indebted to Guarantors (or any Guarantor):

(a) Such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of Borrower securing such indebtedness shall, at all times, be subordinate in all respects to the Guaranteed Obligations and to all liens, security interests and rights now or hereafter existing to secure the Guaranteed Obligations.

(b) Guarantors (or such Guarantor) shall not be entitled to enforce or receive payment of, directly or indirectly, any such indebtedness of Borrower to Guarantors (or such Guarantor) until the Guaranteed Obligations have been fully and finally paid and performed; provided, however, that so long as no Default shall have occurred and is continuing, Guarantors (or such Guarantor) shall not be prohibited from receiving such (i) reasonable management fees or reasonable salary from Borrower as Lender may accept from time to time in its reasonable discretion and (ii) distributions from Borrower in an amount equal to any income taxes imposed on Guarantor which are attributable to Borrower's income from the Property.

(c) Each Guarantor hereby assigns and grants to Lender a security interest in all such indebtedness and security therefor, if any, of Borrower to such Guarantor now existing or hereafter arising, including any dividends and payments pursuant to debtor relief or insolvency proceedings referred to below. In the event of receivership, bankruptcy, reorganization, arrangement or other debtor relief or insolvency proceedings involving Borrower as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish its rights under this Guaranty and shall have the right to receive directly from the receiver, trustee or other custodian (whether or not an Event of Default shall have occurred or be continuing under any of the Loan Documents), dividends and payments that are payable upon any obligation of Borrower to such Guarantor now existing or hereafter arising, and to have all benefits of any security therefor, until the Guaranteed Obligations have been fully and finally paid and performed. If, notwithstanding the foregoing provisions, such Guarantor should receive any payment, claim or distribution that is prohibited as provided above in this Section 4, such Guarantor shall pay the same to Lender immediately, such Guarantor hereby agreeing that it shall receive the payment, claim or distribution in trust for Lender and shall have absolutely no dominion over the same except to pay it immediately to Lender.

(d) Guarantors shall promptly upon request of Lender from time to time execute such documents and perform such acts as Lender may reasonably require to evidence and perfect its interest and to permit or facilitate exercise of its rights under this Section 4, including execution and delivery of proofs of claim, further assignments and security agreements, and delivery to Lender of any promissory notes or other instruments evidencing indebtedness of Borrower to Guarantors (or any Guarantor). If Guarantor(s) fail to take any such action, Lender, as attorney-in-fact for Guarantor(s), is hereby authorized to do so in the name of Guarantor(s). The foregoing power of attorney is coupled with an interest and cannot be revoked. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Guarantors (or any Guarantor) of obligations of Borrower to Guarantors (or such Guarantor) shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Guaranty.

Section 5. Other Liability of Guarantors or Borrower.

If Guarantors are or become (or if any Guarantor is or becomes) liable, by endorsement or otherwise, for any indebtedness owing by Borrower to Lender other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender under this Guaranty shall be cumulative of any and all other rights that Lender may have against Guarantors (or such Guarantor). If Borrower is or becomes indebted to Lender for any indebtedness other than or in excess of the Guaranteed Obligations, any payment received or recovery realized upon such other indebtedness of Borrower to Lender may be applied to such other indebtedness. This Guaranty is independent of (and shall not be limited by) any other guaranty now existing or hereafter given. Further, Guarantors' (and each Guarantor's) liability under this Guaranty is in addition to any and all other liability Guarantors (or such Guarantor) may have in any other capacity, including, if applicable, its capacity as a general partner.

Section 6. Binding Effect; Joint and Several Liability.

This Guaranty is binding not only on Guarantors, but also on each Guarantor's heirs, personal representatives, successors and assigns. Upon the death of a Guarantor, if such Guarantor is a natural person, this Guaranty shall continue against such Guarantor's estate as to all of the Guaranteed Obligations, including that portion incurred or arising after the death of such Guarantor and shall be provable in full against such Guarantor's estate, whether or not the Guaranteed Obligations are then due and payable. If this Guaranty is signed by more than one Person, then all of the obligations of Guarantors arising under this Guaranty shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns, and the term "**Guarantor**" shall mean all of such Persons and each of them individually.

Section 7. Governing Law.

The validity, enforcement, and interpretation of this Guaranty, shall for all purposes be governed by and construed in accordance with the laws of the State of Texas and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. All obligations of Guarantors under this Guaranty are payable and performable at the place or places where the Guaranteed Obligations are payable and performable.

Section 8. Invalidity of Certain Provisions.

If any provision of this Guaranty or the application thereof to any Person or circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Guaranty nor the application of such provision to any other Person or circumstance shall be affected thereby, and the remaining provisions of this Guaranty, or the applicability of such provision to other Persons or circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable Law.

Section 9. Costs and Expenses of Enforcement.

Guarantors agree to pay to Lender on demand all costs and expenses incurred by Lender in seeking to enforce Lender's rights and remedies against the Borrower or against any Guarantor under this Guaranty, including court costs and reasonable attorneys' fees, whether or not suit is filed hereon. All such costs and expenses incurred by Lender shall constitute a portion of the Guaranteed Obligations under this Guaranty, shall be subject to the provisions hereof with respect to the Guaranteed Obligations and shall be payable by Guarantors on demand by Lender.

Section 10. No Usury.

It is not the intention of Lender or Guarantors to obligate Guarantors to pay interest in excess of what is lawfully permitted to be paid by Guarantors under applicable Law. Should it be determined that any portion of the Guaranteed Obligations or any other amount payable by Guarantors under this Guaranty constitutes interest in excess of the maximum amount of interest that Guarantors (or any Guarantor), in Guarantors' (or such Guarantor's) capacity as guarantor, may lawfully be required to pay under applicable Law, the obligation of Guarantors (or such Guarantor) to pay such interest shall automatically be limited to the payment thereof in the maximum amount so permitted under applicable Law. The provisions of this Section 10 shall override and control all other provisions of this Guaranty and of any other agreement between Guarantors (or any Guarantor) and Lender.

Section 11. Representations, Warranties, and Covenants of Guarantor. Until the Guaranteed Obligations are paid and performed in full and each and every term, covenant and condition of this Guaranty is fully performed, Guarantors hereby represent, warrant, and covenant that: (a) each Guarantor has a direct or indirect financial interest in Borrower and will derive a material and substantial benefit, directly or indirectly, from the making of the Loan to Borrower and from the making of this Guaranty by Guarantor; (b) this Guaranty is duly authorized and valid, and is binding upon and enforceable against each Guarantor; (c) each Guarantor is not, and the execution, delivery and performance by each Guarantor of this Guaranty will not cause such Guarantor to be, in violation of or in default with respect to any law or in default (or at risk of acceleration of indebtedness) under any agreement or restriction by which such Guarantor is bound or affected; (d) each Guarantor (other than any

Guarantor that is a natural person) is duly organized, validly existing, and in good standing under the laws of the state of its organization and has full power and authority to enter into and perform this Guaranty; (e) there are no actions, suits or proceedings pending, or, to Guarantors' knowledge, threatened, against or affecting any Guarantor, at law, in equity or before or by any governmental authorities and no Guarantor is in material default with respect to any order, writ, injunction, decree or demand of any court or governmental authorities; (f) all financial statements and information heretofore furnished to Lender by each Guarantor do, and all financial statements and information hereafter furnished to Lender by each Guarantor will, fully and accurately present the condition (financial or otherwise) of such Guarantor as of their dates and the results of such Guarantor's operations for the periods therein specified, and, since the date of the most recent financial statements of each Guarantor heretofore furnished to Lender, no material adverse change has occurred in the financial condition of any Guarantor, nor, except as heretofore disclosed in writing to Lender, has any Guarantor incurred any material liability, direct or indirect, fixed or contingent; (g) after giving effect to this Guaranty, the fair saleable value of each Guarantor's assets exceeds its (i) total liabilities, including, without limitation, subordinated, unliquidated, disputed and contingent liabilities, and (ii) probable liabilities, including the maximum amount of its contingent liabilities on its debts as such debts become absolute and matured; (h) each Guarantor's assets do not and, after giving effect to this Guaranty will not, constitute unreasonably small capital to carry out its business as conducted or as proposed to be conducted; (i) each Guarantor does not intend to incur or believe that it will incur debts that will be beyond its ability to pay as such debts mature; and (j) each Guarantor has read and fully understands the provisions contained in the Note, the Loan Agreement, the Mortgage, and all other Development and Loan Documents.

Section 12. Notices.

All notices, requests, consents, demands and other communications required or which any party desires to give under this Guaranty shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses set forth in Exhibit A attached hereto (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by electronic mail or facsimile, as set forth in Exhibit A attached hereto. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of electronic mail or facsimile, upon receipt; provided that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section 12 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Guaranty or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 13. Certain Remedies of Lender.

At any time from and after the occurrence and continuance of an Event of Default, Lender may, but shall not be obligated to, in addition to any other rights or remedies available under the Loan Documents, at law or in equity, take such action personally or by its agents, attorneys, contractors or subcontractors of its selection, without any notice, demand, presentment or protest (each and all of which are hereby waived), as Lender deems necessary or advisable in its sole discretion to protect or enforce Lender's rights and remedies hereunder, under the other Loan Documents, at law or in equity, including, without limitation, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Lender may determine, without impairing or otherwise affecting its other rights or remedies hereunder, under the other Loan Documents, at law or in equity: (i) perform or cause the performance of any aspect of the completion of the Improvements, as Lender in its sole discretion deems proper; (ii) pay, remove, release, discharge, bond or settle or cause the payment, removal, release discharge, bonding or settlement of any lien relating to the completion of the Improvements, the removal, release discharge, bonding, settlement or payment of which is guaranteed hereunder; (iii) cause compliance with all legal requirements which must be complied with in connection with the construction and completion of the Improvements; and (iv) prior to the completion of the Improvements, maintain, preserve and keep, or cause the

maintenance, preservation and keeping of the Improvements, and each and every part thereof, in safe condition. In the event that Lender takes any action described in this Section 13, Guarantor unconditionally guarantees to Lender payment by Guarantor of an amount equal to the aggregate amount of actual out-of-pocket costs incurred by Lender in connection therewith within [five (5) business days of demand therefor, together with interest, if not paid within such period.

Section 14. Cumulative Rights.

All of the rights and remedies of Lender under this Guaranty and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Lender of any one or more of such rights and remedies shall not preclude the simultaneous or later exercise by Lender of any or all of such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Lender to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default. No notice to or demand on Guarantor in any case shall of itself entitle Guarantors (or any Guarantor) to any other or further notice or demand in similar or other circumstances. No provision of this Guaranty or any right or remedy of Lender with respect hereto, or any default or breach, can be waived, nor can this Guaranty or Guarantors (or any Guarantor) be released or discharged in any way or to any extent, except specifically in each case by a writing intended for that purpose (and which refers specifically to this Guaranty) executed and delivered by Lender to Guarantors (or such Guarantor).

Section 15. Term of Guaranty.

This Guaranty shall continue in effect until all the Guaranteed Obligations and all of the obligations of Guarantors to Lender under this Guaranty are fully and finally paid, performed and discharged and are not subject to any bankruptcy preference period or any other disgorgement.

Section 16. Financial Statements.

Each Guarantor agrees to provide to Lender, as and when required, the financial statements and other financial information required to be delivered to Lender with respect to such Guarantor pursuant to the terms of the Loan Agreement and the other Loan Documents and Development Documents, in the form and detail required by the Loan Documents. Each Guarantor also agrees to provide to Lender such other and further financial information with respect to Guarantors as Lender shall from time to time reasonably request.

Section 17. Subrogation.

Guarantor shall not have any right of subrogation under any of the Loan Documents or any right to participate in any security for the Guaranteed Obligations or any right to reimbursement, exoneration, contribution, indemnification or any similar rights, until the Guaranteed Obligations have been fully and finally paid, performed and discharged in accordance with Section 14 above, and Guarantor hereby waives all of such rights.

Section 18. Time of Essence.

Time shall be of the essence in this Guaranty with respect to all of Guarantors' obligations under this Guaranty.

Section 19. Entire Agreement; Counterparts; Construction.

This Guaranty embodies the entire agreement between Lender and Guarantors and with respect to the guaranty by Guarantors of the Guaranteed Obligations. This Guaranty supersedes all prior agreements and understandings, if any, with respect to the guaranty by Guarantors of the Guaranteed Obligations. This Guaranty shall be effective upon execution by Guarantors and delivery to Lender. This Guaranty may not be modified, amended or superseded except in a writing signed by Lender and Guarantors referencing this Guaranty by its date and specifically identifying the portions hereof that are to be modified, amended or superseded. As used herein, the words "include" and "including" shall be interpreted as if followed by the words "without limitation."

Section 20. Governing Law.

This Guaranty shall be governed and construed by the laws of the State of Texas and venue shall be in Bowie County, Texas.

Section 21. WAIVER OF JURY TRIAL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY "DISPUTE" (FOR PURPOSES OF THIS SECTION, AS DEFINED ABOVE) AS SET FORTH IN THIS GUARANTY, TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION NOT TO BE ARBITRABLE OR REQUIRED TO BE ARBITRATED, GUARANTOR AND LENDER EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUCH "DISPUTE" AND ANY ACTION ON SUCH "DISPUTE." THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH GUARANTOR AND LENDER, AND GUARANTORS AND LENDER EACH HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. GUARANTORS AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF SUCH GUARANTOR'S OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

Section 22. Separate Indemnity.

Each Guarantor acknowledges and agrees that Lender's rights (and such Guarantor's obligations) under this Guaranty shall be in addition to all of Lender's rights (and all of Guarantor's obligations) under any indemnity agreement or other guaranty executed and delivered to Lender by the Borrower and/or any Guarantor, and payments by any Guarantor under this Guaranty shall not reduce any of such Guarantor's obligations and liabilities under any other indemnity agreement or other guaranty. The obligations under this Guaranty shall terminate upon the full repayment of all sums due under the Loan Agreement, the Note and the other Loan Documents, and Completion of Construction as set forth in the Loan Agreement and all Development Documents.

Section 23. Additional Waivers in the Event of Enforcement.

EACH GUARANTOR HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVES, IN CONNECTION WITH ANY SUIT, ACTION OR PROCEEDING BROUGHT BY OR ON BEHALF OF LENDER ON THIS GUARANTY, ANY AND EVERY RIGHT SUCH GUARANTOR MAY HAVE TO (I) INJUNCTIVE RELIEF, (II) INTERPOSE ANY COUNTERCLAIM THEREIN, OTHER THAN A COMPULSORY COUNTERCLAIM AND (III) HAVE THE SAME CONSOLIDATED WITH ANY OTHER OR SEPARATE SUIT, ACTION OR PROCEEDING.

Section 24. Counterparts.

If this Guaranty is to be executed by more than one Person, then it may be executed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Guarantors have duly executed this Guaranty under seal as of the date first written above.

Mark Bouldin, Individually

Jim Sari, Individually

Exhibit A

Addresses for Notices

COLLATERAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE

This COLLATERAL ASSIGNMENT OF PROMISSORY NOTE AND MORTGAGE (this "Assignment") is made this ____th day of _____, 2017 by the City of Texarkana, Texas, having a mailing address of 220 Texas Blvd, P. O. Box 1967, Texarkana, Texas 75504 ("Assignor") to _____, a _____ banking institution, having a mailing address at _____ (the "Assignee").

WITNESSETH

WHEREAS, Assignor has received a United States Department of Housing and Urban Development Loan in the amount of \$1,429,000.00 (the "HUD Loan") from Assignee under the HUD Section 108 Loan Guarantee Program ("Section 108 Program"); and

WHEREAS, in connection with the HUD Loan, Assignor and Owner" have entered into a Section 108 Loan Agreement dated _____ as such agreement may be amended from time to time (the "Section 108 Agreement"); and

WHEREAS, Assignor will loan or transfer the proceeds from the HUD Loan to Grimm Lofts, LLC, (the "Owner") for the purposes described in the Section 108 Loan Agreement and other loan documents as approved by HUD; and

WHEREAS, under the HUD Loan, Assignor has agreed to assure that the Owner complies with the affordable housing restrictions set forth in the Section 108 Agreement (the "Obligations"); and

WHEREAS, to secure repayment or recapture of the HUD Loan, Assignor has received from Owner a promissory note in the amount of \$1,429,000.00 of even date or substantially even date herewith (the "Note") and a deed of trust of even date or substantially even date herewith, to which reference may be had for a more particular description of the land therein described (the "Mortgage").

NOW, THEREFORE, in consideration of the HUD Loan and other valuable consideration, the receipt of which is hereby acknowledged, and as further security for the performance of the Obligations, the Assignor hereby grants, conveys, transfers, and assigns to the Assignee the Mortgage, the Note, the debt and claims thereby secured and all of the Assignor's right, title and interest by virtue of said Mortgage, in and to the real estate therein described, and benefits under, in and to the Mortgage.

TO HAVE AND TO HOLD the same with all of the rights, privileges and appurtenances thereunto belonging unto the Assignee, its successors and assigns until such time as the Obligations have been satisfied in full for the purpose of further and collaterally securing same

(but not, however, for the purposes of securing any other obligations to Assignee, whether now existing or hereafter arising).

The Assignor and the Assignee agree that the following terms and conditions shall govern this Agreement:

1. Assignor's Rights until Default. So long as no default shall exist under the Obligations, the Assignor shall have the right to exercise all of the Assignor's rights and benefits under, in and to the Note and the Mortgage.

2. Assignee's Rights in Event of Default.

2.1 Immediately upon the occurrence of a default under the Obligations, and until such default shall have been cured, as hereinafter defined, the Assignee is hereby expressly and irrevocably authorized to assume any or all of Assignor's rights with respect to the Note and the Mortgage without further authorization, notice or demand and without the commencement of any action.

2.2 The Assignor hereby constitutes and appoints the Assignee irrevocably, and with full power of substitution and revocation, the true and lawful attorney, for and in the name, place and stead of the Assignor, to exercise any and all rights and remedies of the Assignor under the Note and the Mortgage. The Assignor hereby grants unto said attorney full power and authority to do and perform each and every act whatsoever requisite to be done with respect to the Note and the Mortgage, as fully to all intents and purposes, as the Assignor could do if personally present, hereby ratifying and confirming all that said attorney shall lawfully do or cause to be done by virtue hereof, provided, however, that any acts or omissions by the Assignee after default shall be at the Assignee's discretion and shall not be or become the basis for any liability of the Assignor.

2.3 Acceptance of this Assignment by the Assignee shall not constitute a satisfaction of all or any part of the Obligations of the Assignor.

2.4 The rights and powers of the Assignee hereunder shall continue and remain in full force and effect until all Obligations are satisfied in full. Assignee shall not be liable to Assignor or anyone claiming under or through Assignor by reason of any act or omission by the Assignor hereunder.

2.5 A default shall be cured when the Assignor shall have satisfied applicable provisions for cure in the Section 108 Agreement and HUD regulations and policies adopted therein.

3. Termination. Upon satisfaction in full of the Obligations, this Assignment shall be void and of no effect and, in that event, upon Assignor's request, the Assignee agrees to execute and deliver to the Assignor instruments evidencing the termination of this Agreement and/or release of Assignee's interest in the Note and the Mortgage.

4. Notice. Any notice, demand request or other communication given in connection with this Assignment shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications may be sent by ordinary first-class mail.

5. Miscellaneous.

5.1 This Assignment shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

5.2 No amendment, cancellation or discharge of this Assignment shall be valid unless the Assignee shall have consented thereto in writing.

5.3 The terms, covenants, and conditions contained herein shall inure to the benefit of and bind the Assignee and the Assignor and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this instrument under seal as of the ____th day of _____, 2017.

By: _____

Name: John Whitson

Title: City Manager, duly authorized

ATTESTED BY:

Jennifer Evans, City Secretary

PROMISSORY NOTE

\$ 1,429,000.00

Date: _____

FOR VALUE RECEIVED, Grimm Lofts, LLC (hereafter the "Obligor"), a Texas limited liability company with its principal place of business at _____, promises to pay to the order of the City of Texarkana, Texas (hereafter the "Lender"), at its offices at 220 Texas Blvd, Texarkana, Texas 75501, or such other place as may be designated in writing by the Lender, the principal sum of One Million Four Hundred Twenty-Nine Dollars and No/Cents (\$1,429,000.00), plus interest at the rate set forth herein, said principal sum, together with the interest accrued and unpaid thereon, to be due and payable as set forth herein, provided that if not sooner paid, the unpaid principal sum together with the interest accrued and unpaid thereon shall be due and payable on _____, 20____ (the "Maturity Date").

Section 108 Note. This note is being made from the proceeds of a loan made to the Lender and guaranteed by the Secretary of Housing and Urban Development (hereafter the "Secretary" or "HUD") under Section 108 of Title I of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, Subpart M. (collectively the "Act"), through a Contract for Loan Guarantee Assistance dated _____ (the "Contract") and pursuant to a Note numbered _____ executed by the Lender (the "Section 108 Note"). The terms of this note are subject in all respects to the Act, the Contract, and the Section 108 Note. The Section 108 Note may initially be issued in the form of a variable/fixed rate interim note, to be converted to a fixed rate permanent note upon the Public Offering Date, as defined in the Section 108 Note.

As used in this note, the "Section 108 Interest Payment Date" shall mean, prior to the Public Offering Date of the Section 108 Note, the first day of each February, May, August and November, commencing _____, 20____, and thereafter shall mean each February 1 and August 1. "Section 108 Principal Payment Date" shall mean each August 1, commencing August 1, 20____. "Section 108 Payment Date" shall mean each Section 108 Interest Payment Date and Section 108 Principal Payment Date. "Business Day" means a day on which banking institutions in New York City are not required or authorized to remain closed and on which the Federal Reserve Bank of New York and the New York Stock Exchange are not closed.

Interest Rate. The interest rate on this note shall be the interest rate or rates applicable from time to time to advances under the Section 108 Note (as defined herein). Interest shall be payable five Business Days prior to each Section 108 Interest Payment Date. ***[question: during interim financing interest rate is variable rate and only known quarterly, so reference to "prior to" may not work]***

Payment Terms.

- A. Installments of interest only on the then outstanding principal balance for each month shall be payable in arrears commencing on the thirtieth (30th) day after the initial draw, and continuing on the same day of each month thereafter for a period of sixty (60) months; thereafter
- B. Commencing on the same day of the month, in the sixty-first (61st) month, and on the same day of each successive month thereafter for a period of one hundred and eighty (180) months, monthly installments of accrued interest plus principal payments in the amount of \$_____, except that the last payment shall be for the remaining principal and interest remaining on the loan.

Additional Payments. On each Section 108 Note Payment Date, the Obligor shall further pay to Lender any late charges accruing on the Section 108 Note, the sum of the expense of the Lender incurred in enforcing the obligations of the Obligor under the Loan Documents (hereinafter defined), and any other amount otherwise becoming due or past due under the Section 108 Note, including any acceleration or mandatory prepayment of principal and all accrued interest thereon pursuant to the terms of the Section 108 Note if any such occurrence is a result of a default under the Loan Documents.

Form of Note. The Obligor shall make all payments, without any further notice, in lawful money of the United States of America as, at the time of payment, shall be legal tender for the payment of public and private debts, and amounts payable on any Section 108 Note Payment Date shall be payable in immediately available funds.

Late Charges, Default Rate. In the event the Obligor shall fail to make any payment or deposit required by this note for a period of more than ten (10) days from the date such payment is due, the Obligor shall pay the same together with the Late Payment Fee, with interest at the Default Rate from the date on which such payment was due until the date on which such payment is made.

The "LATE PAYMENT FEE" shall be ____ cents (\$.__) for each dollar (\$1.00) so overdue, for the purpose of defraying the expense incident to handling such delinquent payment.

The "DEFAULT RATE" shall be the higher of ____ percent plus the Prime Rate or the default rate applicable to the Section 108 Note; provided, however, that such rate shall in no event exceed the maximum rate which the Obligor may pay by law.

"PRIME RATE" means such rate of interest as is publicly announced by _____ at its principal office from time to time as its reference rate. Any changes in the Prime Rate shall be effective as of the opening of business on the date such charge is announced by _____.

Loan Documents. This note is made pursuant to the terms of a loan agreement of even date between Obligor and Lender ("Loan Agreement") and is secured by a deed of trust made by the

Obligor to the Lender, of even date herewith on property located at _____ (“Deed of Trust”) together with an assignment of leases and rents (“Assignment”) and which property is more particularly described in the Deed of Trust. The terms and provisions of the Loan Agreement, Deed of Trust, and Assignment are incorporated herein by this reference as if expressly set forth in this note and together with this note are collectively referred to as the “Loan Documents”.

Default. The whole of the principal sum or any part thereof, and of any other sums of money secured by the Deed of Trust given to secure this note shall, forthwith or thereafter, at the option of the Lender, become due and payable if default be made in any payment under this note or upon the happening of any default which, by the terms of the Loan Documents shall entitle the Lender to declare the same, or any part thereof, to be due and payable.

Maximum Rate. This note is subject to the express condition that at no time shall the obligor be obligated or required to pay interest on the principal balance of this note at a rate which could subject the Lender either to civil or to criminal penalty as a result of being in excess of the maximum rate which the Obligor is permitted by law to contract or agree to pay. If by the terms of this note the Obligor at any time is required or obligated to pay interest on the principal balance of this note at a rate in excess of such maximum rate, then the rate of interest under this note shall be deemed to be immediately reduced to such maximum rate and interest payable hereunder shall be computed at such maximum rate and any prior interest payments made in excess of such maximum rate shall be applied and shall be deemed to have been paid in reduction of the principal balance of this note.

In addition to the protection afforded the Lender under this Note, the Mortgage protects the Lender from possible losses which might result if Obligor does not fulfill covenants, conditions and restrictions contained therein. **Among other things, the Mortgage requires that the Lender consent to any sale of the property identified in the Mortgage or any sale of the ownership or beneficial interests in Obligor.**

Prepayment. This note shall not be subject to prepayment, except that in the event and to the extent that the Section 108 Note is subject to prepayment, the Obligor shall be permitted to prepay this note at the same time and in the same amount, subject to payment by Obligor of any premium and expenses required for prepayment of the Section 108 Note, upon receipt by the Lender of five (5) days prior written notice. Any partial prepayments shall be applied to principal in inverse order of maturity unless otherwise agreed by Lender. In the event of partial prepayments, there will be no changes in the due date and the amount of Obligor’s monthly payment unless Lender agrees in writing to such changes.

Modification. The note may not be changes or terminated orally, but only by agreement in writing signed by the party against whom enforcement of such change or termination is sought.

Waivers; No Release. The Obligor hereby waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this note and agrees to pay all costs of collection when incurred, including reasonable attorneys’ fees (which costs may be added to the amount due under this note and be receivable therewith) and to perform and comply with each of the

terms, covenants and provisions contained in this note and in any instrument evidencing or securing the indebtedness evidenced by this note on the part of the Obligor to be observed and/or performed hereunder and thereunder. No release of any security for the principal sum due under this note, or of any portion thereof, and no alteration, amendment or waiver of any provision of this note or of any instrument evidencing and/or securing the indebtedness evidenced by this note made by agreement between the Lender and any other person or party shall release, discharge, modify, change or affect the liability of the Obligor under this note or under such instrument.

Governing Law. This note shall be governed by and construed in accordance with the laws of the State of Texas and no defense given or allowed by the laws of any state or country shall be interposed in any action or proceeding hereof unless such defense is also given or allowed by the laws of the State of Texas.

Terms. All references to the Lender shall be deemed to apply to any holder of this note and the terms hereof shall be binding on the successors and assigns of the Borrower.

IN WITNESS WHEREOF, the undersigned has executed this Promissory Note as of the date and year first above written.

Grimm Lofts, LLC

By: _____
Signature

Name: _____

Title: _____

Endorsement

Pay to the order of _____ without recourse.

By: _____
Signature

Name: _____

Title: _____

**BROWNFIELD REVOLVING LOAN FUND
LOAN AGREEMENT
BETWEEN THE CITY OF TEXARKANA AND
GRIMM LOFTS, LLC**

I. PARTIES

THIS AGREEMENT is made and entered into on the ____ day of _____, 2017, by and between Grimm Lofts, LLC, hereinafter referred to as the "BORROWER," and the City of Texarkana, Texas, hereinafter referred to as "LENDER."

II. DEFINITIONS

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

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

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

Borrower – Grimm Lofts, LLC, 14755 Preston Road, Suite 600, Dallas TX 75254.

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

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

Consultant – The environmental consultant hired by the Lender.

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

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

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

ABCA – Analysis of Brownfields Cleanup Alternatives

QAPP – Quality Assurance Project Plan

III. REPRESENTATIONS AND WARRANTIES

WHEREAS, the LENDER is the recipient of a USEPA grant to establish a Brownfields Revolving Loan Fund (BRLF) and is authorized to make certain loans from these funds (Loan Fund) pursuant to the Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k), and as a condition of awarding the Grants, the

USEPA has placed requirements on the use of the Grants as documented in Cooperative Agreement numbered BF00F-62501; and

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

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

WHEREAS, the BORROWER will own during the life of this agreement by way of fee simple title certain real property located in Texarkana, Texas (Property), which property is more particularly described in Attachment A, attached hereto; and

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

WHEREAS, the Project will be undertaken by a general contractor (Contractor) and overseen by an environmental consultant (Consultant) selected by the City; and

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

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

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

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

IV. CERTIFICATIONS

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

1. The BORROWER agrees to carry out the Project and shall use Loan Funds only for eligible activities in accordance with all applicable state, local and federal laws, regulations, orders, writs, judgments, injunctions, decrees or awards, including but not limited to the following, CERCLA § 104 (k); the Uniform Administrative Requirements of Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); all applicable cross-cutting requirements, including those federal requirements agreed between the USEPA and the City defined by the Cooperative Agreement Number (B F-00E45801), OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act, Historic Preservation Act, Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327333), the Anti-Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250; including the applicable laws and regulations set forth on the attached Attachment G incorporated herein.

2. The BORROWER shall ensure that the cleanup is protective of human health and the environment is in accordance with EPA, TCEQ and all other applicable regulations. The LENDER may change cleanup activities as necessary based on comments from the public or new information acquired.
3. The BORROWER agrees to assist the LENDER in conducting Community Involvement activities, which may include providing documents for the Community Involvement Plan, and attending public meetings at the LENDER's request.
4. The BORROWER understands and agrees that all Loan Funds provided by the LENDER shall be used to clean up the Property identified in Attachment A and that Loan Funds shall not be used for the payment of any cost or expense related to site assessments, except for confirmation testing and sampling in conjunction with cleanup of the site, nor for building demolition, site improvements or infrastructure unless such activities are approved and necessary to conduct the Agency approved Cleanup Plan. See Attachment B of this agreement for a list of eligible and ineligible costs and activities.
5. The BORROWER agrees to enter into and conduct cleanup activities in accordance with the terms of the TCEQ Voluntary Cleanup Program (VCP) or other TCEQ oversight authority as approved and/or required by the LENDER.
6. The BORROWER agrees to perform the Project in accordance with the selected Cleanup Plan after consideration of public comment on an Analysis of Brownfields Cleanup Alternatives (ABCA).
7. The BORROWER agrees to prepare the following Project Documents, as requested: a Cleanup Plan with detailed design and construction activities, a Project Budget and Work Schedule, a Quality Assurance Project Plan (QAPP) setting forth the manner and method of collecting samples, Project Completion Reports as required, and submitted same to the LENDER and the Agency Project Manager, for approval.
8. All changes or modifications to the Project Documents, Work Plan, Budget and/or Work Schedule initiated by the BORROWER shall be approved in writing by the Agency and LENDER and concurred by USEPA as appropriate, prior to such change or modification becoming effective. All additional costs incurred as a result of any such change orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the Project implementation, the LENDER reserves the right to revise the Project Documents.
9. The BORROWER agrees to submit a Health and Safety Plan in accordance with Occupational Safety and Health Administration (OSHA), 29 CFR 1910.120, to the LENDER for review with the Project Documents.
10. Site security will be provided by the Contractor(s). The BORROWER agrees to allow the Lender to erect a sign on the Property stating that the Project is being financed in part by U.S. EPA RLF Funds, and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected criminal activities.
11. The BORROWER shall carry out (and cause Contractor and any subcontractor employed in connection with the Project to carry out) the Project in accordance with the Davis Bacon Act of 1931 (CERCLA 104(g) (1), 40 U.S.C. 276a to 276a-5 and 42 U.S.C. 3222 as set forth in CERCLA 104(g)). Compliance with the Davis Bacon Act requires payment of federal prevailing wage rates. Contractor must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.

12. The BORROWER shall document how funds are used. Separate records will be maintained for costs incurred for petroleum-contaminated and hazardous substance-contaminated areas.
13. The BORROWER further understands and agrees that any and all work performed on the Property for which Loan Funds are used and the receipt of any Loan Funds under this Agreement is conditioned upon the BORROWER's full compliance with the Project Documents and this Agreement.
14. The BORROWER agrees to conduct all procurement transactions, to the maximum extent practical, in a manner that provides for open and free competition. The BORROWER agrees to award solicitations that are the most advantageous based on price, quality, and other factors considered in the bid specifications.
15. The BORROWER has supplied the LENDER with a redevelopment plan for the property.
16. The BORROWER confirms that the Loan Application previously delivered by Loan Applicant to the LENDER fairly represents the financial condition of BORROWER; has been prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied; and, as of the date of such financial statement, and since such date, no materially adverse change in the condition or operation of BORROWER has occurred.
17. The BORROWER acknowledges and agrees that Cooperative Agreement No. BF00F-62501 between the LENDER and the USEPA is the source of BRLF Loan Capital and regulates the use of loan funds. The BORROWER further agrees to comply with the terms and conditions (Attachment G) of the Cooperative Agreement as stipulated in this agreement.

V. LOAN TERMS AND CONDITIONS

18. **Loan Period.** The period of the loan shall be from the Loan Approval Date of _____ LOAN AGREEMENT DATE until the _____ LOAN END DATE, a period of ONE HUNDRED EIGHTY (180) MONTHS (15 years)
19. **Loan Amount and Rate.** Subject to the terms and conditions of this Agreement, the LENDER agrees to lend to the BORROWER the principal sum of SIX HUNDRED FIFTY THOUSAND Dollars (\$650,000). The interest rate of the loan shall utilize the 10-year Treasury Rate, currently 1.7%, adjustable every 5 years, as a non-assumable loan.
20. **Origination Fee and Closing Costs.** The BORROWER shall pay origination fees in the amount of zero percent (0%) of the principal amount, not to exceed \$-0-. BORROWER shall pay a non-refundable application fee of \$500.00. The BORROWER shall pay all costs necessary to close the loan, including but not limited to, recording fees, title fees, and legal fees.
21. **Promissory Note.** The BORROWER's obligation to repay the Loan Proceeds shall be evidenced by the **Loan Promissory Note as included in Attachment C** and incorporated herein. The BORROWER shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the LENDER.
22. **Project Cost Share.** The BORROWER agrees that the Project Budget shall reflect at least twenty percent (20%) of Project Costs attributed as cost share funds, which may be in the form of a contribution of money, labor, material, or services from a non-federal source to be spent for eligible project costs.

23. **Disbursement.** The Loan Funds shall be payable to the BORROWER as reimbursement for eligible activities incurred based upon the progress of the work and in accordance with the approved Project Budget. Any request for reimbursement submitted for payment by the first of each month will be paid by the fifteenth of the following month, assuming the reimbursement request has been reviewed and approved for payment by the LENDER.
24. **Retainage.** The LENDER may withhold up to ten percent (10%) of each payment requested as a retainage until any Agency or Lender required closure reports are received and approved by the Agency.
25. **Repayment.** The BORROWER may elect to repay the loan prior to the loan due date without prepayment penalty. Payments of interest only shall be due and payable for the first five (5) years of the loan, commencing on the first day of the month following the first disbursement as described above, and continuing on the first day of each month thereafter until the expiration of five (5) years. Thereafter, commencing on the first day of the month after the expiration of the five (5) year interest only term and continuing for a term of fifteen (15) years, monthly payments of principal and interest shall be due and payable in the amount of **FOUR THOUSAND NINETY - THREE DOLLARS and 62 / 100 (\$4,093.62)** per month, except that the final payment shall be for the final balance of principal and interest due whether more or less than the monthly payment. **In the event site ownership is transferred prior to the full payment of the outstanding principal and interest remaining, the outstanding balance shall be paid in full within ten (10) days of such transfer.**

VI. CONDITIONS PRECEDENT TO LOAN

26. **Closing.** The Closing of this Loan shall be subject to:
- A. The LENDER's receipt of a property appraisal from the BORROWER satisfactory to the LENDER.
 - B. Payment of the loan application fee as agreed to be paid through a reduction in the first reimbursement payment to the BORROWER.
 - C. Written authorization in the form of a resolution, if a corporation, authorizing the loan to the BORROWER and authorizing BORROWER's representative to execute the loan documents on behalf of the BORROWER.
 - D. Evidence by the BORROWER that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property, except those liens accepted by the LENDER.
 - E. Title insurance in an amount equal to the obligation provided at the expense of the BORROWER.
 - F. Evidence of insurance coverage as set forth in Attachment D in addition to environmental insurance such as Contractor Pollution Liability or Pollution Incident and Environmental Response Policies, incorporated herein in coverage limits acceptable to Lender. All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement, and LENDER will be included as an additional insured/payee.
 - G. Identification of the BORROWER's contractor(s) and subcontractor(s) for the Project.
 - H. The LENDER's receipt of Project cost breakdown based upon estimates and prices supplied by the BORROWER's contractor(s) and subcontractor(s).

- I. Borrower acknowledges and agrees that all funds, under this loan agreement, shall be expended prior to disbursement of any sub-grant funds.
27. **Security.** As security for the BORROWER's indebtedness to the LENDER, the BORROWER shall grant to the LENDER the security as particularly described in the attached Guarantee and/or Security Agreement as attached hereto in Attachment D, incorporated herein:
- A. A Deed of Trust on said Property that shall be dated prior to, or concurrently herewith this Agreement;
 - B. A Personal Guarantee by a the Members of the Borrower that shall be dated prior to, or concurrently herewith this Agreement;
 - C. A Company Guarantee dated prior to, or concurrently herewith this Agreement.

VII. COVENANTS OF BORROWER

28. **Performance.** All Project work performed pursuant to this Agreement and with LENDER Funds shall be performed by a qualified, contractor consistent with good practices and industry standards, and licensed by applicable federal/state/county/city agencies to perform such services.
29. **Contracts.** The BORROWER shall provide the LENDER with copies of all bids and contracts for all work required under the Cleanup Plan.
30. **Project Changes.** All changes or modification to the Project or the Project Documents initiated by the BORROWER shall be approved in writing by the Agency Project Manager and the LENDER prior to such change or modification becoming effective. All additional costs incurred as the result of Change Orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the project implementation, the LENDER reserves the right to revise the Cleanup Plan and Project Documents.
31. **Administrative Cost Prohibition.** BORROWER is prohibited from using Loan Funds for administrative costs. Administrative costs include BORROWER loan administration, overhead, and all indirect costs not directly related to the cleanup, including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges for loan administration and overhead costs. Prohibited administrative costs are included in this Loan Agreement as described in Attachment G, incorporated herein. (See also applicable OMB Circular A-122 listed in http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html).
32. **Permits, licenses, inspections.** The BORROWER shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by Federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement that may not be an eligible expense for reimbursement under the terms of the BCRLF.
33. **Site Access.** The BORROWER agrees to provide the LENDER or LENDER's representatives and the Agency Project Manager access to the site from date of execution of this Loan Agreement to completion of all cleanup actions. In the event BORROWER does not complete the cleanup, the LENDER will access the site, ensure that the site is secure and poses no immediate threat to human health and the environment, and notify EPA and TCEQ.

34. Project Completion. The BORROWER agrees to:

- A. Begin the project within sixty-days (60) of this Loan Agreement and will complete all work in a timely manner in accordance with the Project Documents and Approved Budget unless otherwise approved in writing by the LENDER.
- B. Provide documents and other technical reports relative to the cleanup to the LENDER and Agency Project Manager to confirm completion of and closeout of the cleanup action. The final closeout report shall document completed cleanup goals in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems encountered if any cleanup goals achieved, acreage cleaned up, challenges encountered within two months of project completion
- C. Perform all of its obligations and agreements under this Loan Agreement, the Note and the Deed of Trust securing same, and any other agreements or instruments to which the BORROWER is a party and which relate to this Loan or to the Project.
- D. The BORROWER agrees that it shall obtain a "Certification of Completion" from the TCEQ for the Property and submit a copy to the LENDER prior to final closeout of the project.
- E. The BORROWER agrees to submit annual Financial Status reports to the LENDER during the project, as well as a final Financial Status Report within 90 days of project completion, using such form(s) as designated by LENDER.

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

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

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

38. Waivers. Any forbearance by the LENDER with respect to any of the terms and conditions of this Agreement or the Promissory Note shall in no way constitute a waiver of any of the LENDER's rights or privileges granted hereunder.

VIII. EVENTS OF DEFAULT

39. The BORROWER shall be deemed to be in default under this Loan Agreement upon the occurrence of any or more of the following events:
- A. **Assignment.** The BORROWER assigns this Agreement or any Loan Funds advanced hereunder or any interest herein to a third party, or, if the Property or any interest therein is conveyed, assigned or otherwise transferred without the prior written consent of the LENDER;
 - B. **False Warranty.** Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan Documents shall prove to be false in any material respect;
 - C. **Repayment.** The BORROWER fails to pay any principal amount, fee or interest on the indebtedness to the LENDER after the same shall become due and payable and such failure continues beyond ten (10) business days;
 - D. **Failure to Perform.** The BORROWER defaults by failing to perform a term or condition of the Agreement, and fails to correct the default within a period of time specified in a written default notice sent by certified mail, return receipt requested, from the LENDER to the BORROWER. The LENDER may at its discretion extend the time period for correction of the default;
 - E. **Bankruptcy.** Any proceeding involving the BORROWER or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state are instituted.
 - F. **Receivership.** An order, judgment or decree is entered, without the application, approval or consent of the BORROWER, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the BORROWER of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

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

IX. REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

40. **Reporting.** The BORROWER agrees to provide quarterly reports in a form provided by the LENDER beginning the first quarter after the Closing Date, and, by the 15th of the month following the close of the quarter thereafter until the end of the Loan Period. The report shall contain quantitative and qualitative information related to the progress or completion of the Project and the budget; the progress and completion of the associated development, the numbers of low income housing created and public improvements resulting from the development; the amount of property taxes paid on the site, and other information as required by the LENDER.

41. **Records Retention.** The BORROWER agrees to prepare financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all project environmental records and supporting documentation for a minimum of three (3) years following completion of the cleanup, or upon repayment of the loan made through this Agreement, or three (3) years from the making of this record, whichever occurs last. The BORROWER shall obtain written approval from the LENDER prior to destroying any records, except records subject to audit findings shall be retained an additional three (3) years after such findings have been resolved. The LENDER may require in writing that particular records be retained by the BORROWER beyond the above period(s). The Borrower shall allow the Lender to access records relating to the loan to authorized representatives of the Federal Government.
42. **Financial Information Reporting.** The BORROWER's accounting system or financial reporting system shall:
- A. Track the use of Loan Proceeds by eligible site-specific Project Costs.
 - B. Identify the expenditure of Loan Proceeds and all matching funds for the cleanup portion of the Project and for the associated development project.
 - C. Maintain financial and Project records that segregate expenditures based on federal or non- federal sources of funds.
 - D. Submit annual financial statement information in a form acceptable to the LENDER.
43. **Project Information.** The BORROWER agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents sufficient to evidence in proper detail the nature and propriety of the cleanup and expenditures of Loan Proceeds.
44. **Monitoring/Audit.** The BORROWER agrees to permit the LENDER or its designated representative(s) to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy there from any information the LENDER desires relevant to this Agreement. Except in the case of an emergency, the LENDER shall endeavor to provide notice to the BORROWER prior to the execution of this provision.
- Or, upon request of the LENDER, and at no cost to LENDER, the BORROWER agrees to deliver the records or have the records delivered to the LENDER or its designated representative at an address designated by such party. If the LENDER or its representative finds that the records delivered by the BORROWER are incomplete, the BORROWER agrees to pay the LENDER or its representative's costs (including but not limited to, payment for time expended, payment of copy costs, and reimbursement for travel expenses to the BORROWER'S office or other location where the books or records are located) to audit or retrieve the complete records. In addition, the BORROWER agrees that Loan-related documents are subject to records access provisions of 40 CFR Parts 30 and 31 as applicable. In addition, the USEPA and authorized representatives of the Comptroller General shall have access to all loan-related documents. The LENDER shall provide notice to the BORROWER prior to execution of this provision.

X. MISCELLANEOUS

45. **Assignment.** The BORROWER shall not assign or attempt to assign directly or indirectly

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

46. **Parties to Contract.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.
47. **Amendments.** All amendments to this Agreement shall be in writing and signed by both parties hereto, and may not be supplemented or amended through the introduction of parol evidence.
48. **Performance.** It is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, regulations, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement however, the BORROWER shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.
49. **Failure of Parties.** No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.
50. **Representatives.** All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, return receipt requested, on the day mailed to the parties as follows:

TO THE LENDER:

City of Texarkana
 Planning and Community Development
 P.O. Box 1967
 220 Texas Blvd., 4th Floor
 Texarkana, Texas 75504

TO THE BORROWER:

Grimm Lofts, LLC
 14755 Preston Road, Suite 600
 Dallas, TX 75254

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

51. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and

effect so long as the Loan Obligation is outstanding and unpaid.

52. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
53. Except for any exhibits, attachments, or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
54. The BORROWER understands and agrees that any use of the Property or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
55. Except for applicable provisions of federal law and regulations, this Agreement and any action brought under this Agreement shall be governed by and constructed in accordance with the laws of the State of Texas and venue shall be in Bowie County, Texas.

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

BORROWER:

Grimm Lofts, LLC

By _____
Mark Bouldin, Managing Member

Date

By _____
Jim Sari, Managing Member

Date

LENDER:

City of Texarkana, Texas

By _____
John Whitson, City Manager

APPROVED AS TO FORM:

By: _____ Date: _____

LIST OF ATTACHMENTS

ATTACHMENT A: Property Legal Descriptions

ATTACHMENT B: Eligible and Ineligible Costs and Activities

ATTACHMENT C: Promissory Note

ATTACHMENT D: Security Agreement

ATTACHMENT E: Consent the City of Texarkana To Guarantee

ATTACHMENT F: Collateral

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

ATTACHMENT H: Request for Disbursement

ATTACHMENT A Property Legal Descriptions

Hotel Grim

Site Address: 301 State Line North, Texarkana, TX

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

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

(Attach Deed reflecting Grimm Lofts LLC ownership)

Property Details

PIDN: 7935 Long Account Number: 03840008900

Owner Name: RIVERGATE PROP LLC

Mailing: 803 PINE ST
Address: TEXARKANA, TX 75501-5111

Location: 301 STATE LINE N

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

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

Data up to date as of Aug 28, 2018 including 2018 Certified values.

Property Map



Property Details

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

Estimated Taxes

Code	Entity Name	Taxable Value	Rate Year	Tax Rate	Tax Amt
01B2	Bowie County	\$55,660	2015	0.39917300	\$222.18
02T2	Texarkana	\$55,660	2015	0.66929300	\$372.53
03T	Texarkana ISD	\$55,660	2015	1.42500000	\$793.16
04C	Texarkana Community College District	\$55,660	2015	0.10526700	\$58.59
*Total Estimated Taxes					\$1,448.46

Taxable values based on exemption:
0None0Current0Homestead0Over 65

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

Land Information

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

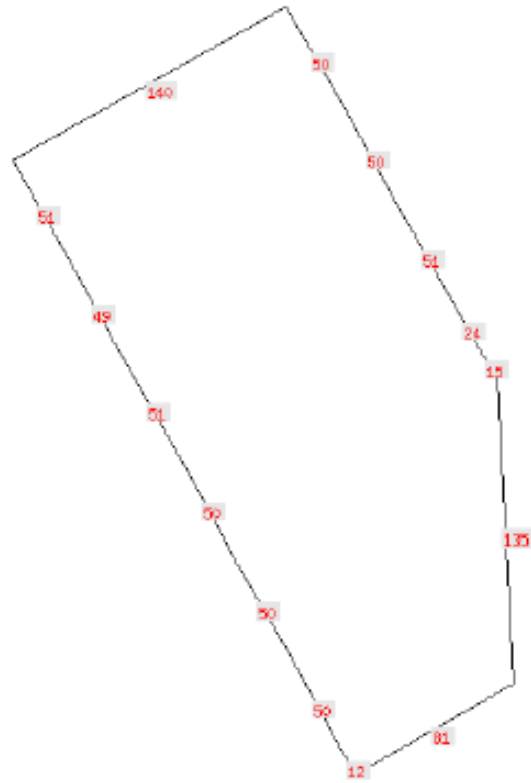
Improvement Information

Description	SQFT	Year Built
NOCLAS	0	0

Segment Information

Imp ID	Seg ID	Description	Class	Area
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Land Sketch



Sketch Image Copyright 2018 TaxNetUSA, Inc. Rendered by DigitSketch.
 Area: 46,943 sq. ft. Not intended for legal or engineering use.

ATTACHMENT B

Eligible and Ineligible Costs and Activities

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

Borrowers may fund the following activities with BRLF cleanup funds:

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

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

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

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

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

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

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

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

Ineligible loan administration costs include expenses for:

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

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

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

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

ATTACHMENT C Promissory Note

Date: _____

The undersigned Grimm Lofts, LLC ("Borrower") agrees to pay to The City of Texarkana "Lender"), as follows:

1. Promise to Pay

For value received, Borrower promises to pay to LENDER the principal amount of SIX HUNDRED FIFTY THOUSAND Dollars (\$650,000) plus interest on the principal at the rate of first 5 years as interest only, utilizing the 10-year Treasury Rate, currently 1.7%, adjustable every 5 years, as a non-assumable loan per year ("Amount Due") in lawful money of the United States of America. Interest shall commence on the date of this Note as set forth above, with the remaining balance and accruing interest being paid in monthly installments over a period of 15 years for a total loan period of 20 years.

2. Payment of Amount Due.

A. Initial Interest Payment

On NA, the Borrower shall pay to LENDER the then accrued interest.

B. Monthly Payments

Payments of interest only shall be due and payable for the first five (5) years of the loan, commencing on the first day of the month following the first disbursement, and continuing on the first day of each month thereafter until the expiration of five (5) years. Thereafter, commencing on the first day of the month after the expiration of the five (5) year interest only term and continuing for a term of fifteen (15) years, monthly payments of principal and interest shall be due and payable in the amount of **FOUR THOUSAND NINETY-THREE DOLLARS AND 62/100 (\$4,093.62)** per month, except that the final payment shall be for the final balance of principal and interest due whether more or less than the monthly payment. **In the event site ownership is transferred prior to the full payment of the outstanding principal and interest remaining, the outstanding balance shall be paid in full within ten (10) days of such transfer.**

C. Additional Payments

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

D. Payment Procedure

Each payment shall be by check payable to the order of LENDER. Each payment shall be delivered to LENDER on or before 5:00 p.m. (Central time) on the Due Date.

E. Application of Payment

The amount of each payment shall be applied in the following order: (i) to accrued interest; (ii) to any permitted delinquency or late charges; (iii) to Collection Costs; and (iv) the balance, if any, to reduce the principal amount.

3. Loan Agreement and Collateral

This Note is executed in accordance with the closing of a Loan Agreement between the Borrower and LENDER. In addition, this Note is secured by Collateral in accordance with various Related Documents executed by the Borrower or others. Rights and obligations with respect to the Collateral and rights to accelerate the Amount Due under this Note are stated in such Loan Agreement and the Related Documents. The term "Collateral" as used in this Note shall mean any funds,

guarantees, or other property or rights of any nature which may have been, are, or subsequently may be, provided as security for the Amount Due. The words "Related Documents" mean and include, without limitation, all other promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with this Note or the Loan Agreement.

4. Delinquency Charge

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

5. Default

LENDER, at its option, may declare this Note in default and declare the entire amount of unpaid principal, plus accrued interest, as immediately due and payable if (i) Borrower is in default under any term of this Note; (ii) acceleration is permitted under the terms of the Loan Agreement or any Related Document referred to above; (iii) the Borrower does not pay any payment in full by the Due Date or other charge or expense when due; or (iv) the prospect of payment, performance, or realization of Collateral is significantly impaired.

6. Payment of Costs and Expenses

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

7. Waiver

Borrower waives presentment, notice of dishonor, and protest.

8. Governing Law, Jurisdiction, and Venue

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

BORROWER:

Grimm Lofts, LLC

By _____
Mark Bouldin, Managing Member

Date

By _____
Jim Sari, Managing Member

Date

Attachment: 2017-068 ATTH 08 Grimm Lofts EPA Loan v2 (1664 : 2017-068 RES Authorizing City Manager to enter into loan agreements with

ATTACHMENT D Security Agreement

1. BASIC PROVISIONS AND DEFINITIONS

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

1.1 Lender

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

1.2 Borrower

The "Borrower" is Grimm Lofts, LLC whose current address is 14755 Preston Road, Suite 600, Dallas TX 75254.

1.3 Promissory Note

The "Promissory Note" is a note in the amount of SIX HUNDRED FIFTY THOUSAND Dollars (\$650,000) executed by Borrower with final payment due of any outstanding balance.

1.4 Obligations Secured

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

1.5 Related Documents

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

1.6 General Definitions

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

2. GRANT OF SECURITY

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

2.2 Perfection of Security Interest

The Borrower covenants and agrees as follows:

- a. Borrower shall promptly cause this Agreement and financing statements to be recorded and rerecorded, registered and re-registered, filed and re-filed at such times and places as may be required by law or deemed advisable by Lender to create, preserve or protect the lien upon all or any part of the Collateral.
- b. Borrower shall from time to time do and cause to be done all such other things as may be reasonably required by Lender or required by law, including all things which may from time to time be necessary under the Texas Uniform Commercial Code, to create, perfect, preserve and protect the lien upon the Collateral.
- c. Borrower shall promptly reimburse Lender for any expenses relating to the perfection and the continuation of the perfection of Lender security interest in the Collateral.
- d. Borrower shall promptly notify Lender in writing of any changes in the name of the grantor, including without limitation, any changes in the assumed business name of the Borrower.
- e. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact to execute, acknowledge and deliver all such instruments on behalf of Borrower which Borrower fails or refuses to so do.

2.3 Borrower's Right to Possession

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

2.4 Expenditures by the City of Texarkana, Texas

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

3. REPRESENTATIONS, WARRANTIES AND COVENANTS OF BORROWER.

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

3.1 Title

Except as expressly stated otherwise in this Agreement, (i) the Borrower holds good and marketable title to the collateral, free and clear of all liens and encumbrances except for the lien of this Agreement, and (ii) no financing statement covering any of the Collateral is on file in any public office other than those which reflect the security interest created by this Agreement. The Borrower will warrant and defend Lender's interest in the Collateral from all claims and demands, and will give such assurances and perform such acts as may be necessary to perfect or confirm the priority of Lender's interest created by this Agreement.

3.2 Payment and Performance of Debts and Obligations

The Borrower shall promptly pay, observe, and discharge the Obligations.

3.3 No Violation

The execution and delivery of this Agreement will not violate any law or agreement-governing Borrower or to which Borrower is a party.

3.4 Enforceability of Collateral

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

3.5 Removal of Collateral

Borrower shall keep the Collateral (or to the extent the Collateral consists of intangible property such as accounts, the records concerning the Collateral) at Borrower's address shown above, or at such other locations as are acceptable to Lender. Some or all of the Collateral may be located at the real property described above. Except in the ordinary course of its business, including the sales of inventory, Borrower shall not remove the Collateral from its existing locations without the prior written consent of Lender. To the extent that the Collateral consists of vehicles, or other titled property, Borrower shall not take or permit any action which would require registration of the vehicles outside the State of Texas, without the prior written consent of Lender.

3.6 Transactions Involving Collateral

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

3.7 Maintenance and Inspection of Collateral

Borrower shall maintain all tangible Collateral in good condition and repair. Borrower will not commit or permit damage to or destruction of the Collateral or any part of the Collateral. Lender and its designated representatives and agents shall have the right at all reasonable times to examine,

inspect, and audit the Collateral wherever located. Borrower shall immediately notify Lender of all cases involving the return, rejection, repossession, loss or damage of or to any Collateral; of any request for credit or adjustment or of any other dispute arising with respect to the Collateral; and generally of all happenings and events affecting the Collateral or the value or the amount of the Collateral.

3.8 Taxes, Assessments and Liens

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

3.9 Compliance with Governmental Requirements

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

3.10 Hazardous Substances

Borrower represents and warrants that the Collateral never has been, and never will be so long as this Agreement remains a lien on the Collateral, used for the generation, manufacture, storage, transportation, treatment, disposal, release or threatened release of any hazardous waste or substance, as those terms are defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The representations and warranties contained in this Section are based on Borrower's due diligence in investigating the Collateral for hazardous wastes and substances. Borrower hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify, defend, and hold harmless Lender against any and all claims and losses resulting from a breach of this provision of this Agreement. This obligation to indemnify shall survive the payment of the indebtedness and the satisfaction of this Agreement.

3.11 Maintenance of Casualty Insurance

Borrower shall procure and maintain all risks insurance, including without limitation fire, theft and liability coverage together with such other insurance as Lender may require with respect to the Collateral, in form, amounts, coverage's and basis reasonably acceptable to Lender and issued by a

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

3.12 Application of Insurance Proceeds

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

3.13 Insurance Reserves

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

3.14 Insurance Reports

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

3.15 Defense of Collateral

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

3.16 Inspections

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

3.17 Waiver of Offset

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

3.18 Business Purpose

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

4. EVENTS OF DEFAULT

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

4.1 Default on Obligations

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

4.2 False Statement

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

4.3 Defective Collateralization

This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

4.4 Events Regarding Guarantor

Any guarantor of any of the Obligations secured by this Agreement (i) revokes or attempts to revoke such guarantee, (ii) fails to strictly comply with the payment or other terms and conditions of the guaranty, or (iii) suffers a material adverse change in financial status or condition.

4.5 Change in Financial Status

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

4.6 Insolvency or Creditor Proceedings

- a. Borrower (i) files a voluntary petition in bankruptcy, (ii) is adjudicated bankrupt or insolvent, (iii) files any petition or answer seeking or acquiescing in any arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future federal, state, or local statute, law or regulation, (iv) seeks, consents to, or acquiesces in, the appointment of any trustee, receiver or liquidator of all or any part of the Collateral, (v) makes any general assignment for the benefit of creditors, or (vi) admits in writing Borrower's inability to pay Borrower's debts generally as the debts become due.
- b. A court of competent jurisdiction enters an order, judgment or decree approving a petition filed against the Borrower seeking any relief under any present or future federal, state or local statute, law, or regulation relating to bankruptcy, insolvency, or other relief for debtors and such order, judgment or decree shall remain un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.
- c. A trustee, receiver, or liquidator of all or any part of the Collateral is appointed with or without the consent of the Borrower and such appointment is un-vacated and un-stayed for an aggregate of thirty (30) days (irrespective of whether such days are consecutive) from the appointment.

4.7 Attachment of Collateral

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

5. REMEDIES ON DEFAULT

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

5.1 Accelerate Payment Obligations

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

5.2 Accelerate Other Obligations

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

5.3 Assemble Collateral

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

5.4 Sell Collateral

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

5.5 Appoint Receiver

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

5.6 Collect Revenues; Apply Accounts

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

5.7 Uniform Commercial Code

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

5.8 Remedies Cumulative

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

5.9 Deficiency Judgment

The Borrower hereby expressly consents to a deficiency judgment for any Obligation secured by this Agreement, which is not paid or satisfied by the sale of the Collateral.

6. GENERAL PROVISIONS

6.1 Notices

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

6.2 Power of Attorney

Borrower hereby appoints Lender as its true and lawful attorney-in-fact, irrevocably, with full power of substitution to do the following: (a) to demand, collect, receive, receipt for, sue and recover all sums of money or other property which may now or hereafter become due, owing or payable from the Collateral; (b) to execute, sign and endorse any and all claims, instruments, receipts, checks, drafts or warrants issued in payment for the Collateral; (c) to settle or compromise any and all claims arising under the Collateral, and, in the place and stead of Borrower, to execute and deliver its release and settlement for the claim; and (d) to file any claim or claims or to take any action or institute or take part in any proceedings, either in its own name or in the name of Borrower, or otherwise, which in the discretion of Lender may seem to be necessary or advisable. This power is given as security for the indebtedness, and the authority hereby conferred is and shall be irrevocable and shall remain in full force and effect until renounced by Lender.

6.3 Release, Modification, Additional Security, Consent.

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

6.4 Indemnification

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

6.5 Payment of Costs and Expenses

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

6.6 Interest

Except as otherwise provided in this Agreement, all payments becoming due under, or secured by, this Agreement shall bear interest at the 10 year Treasury Rate which is currently 1.7%, adjustable every five years. Interest shall be calculated from the due date until paid. Interest shall continue to accrue after default under this Agreement. It is the intent of the Borrower and Lender in the execution of this Agreement to contract in strict compliance with the usury laws, if any, of the State of Texas. The Borrower and Lender stipulate and agree that none of the terms and provisions contained in the Agreement shall be construed to create a contract for the use, forbearance or detention of money requiring payment of interest at a rate in excess of the maximum interest rate permitted to be charged by the laws of the State of Texas. Borrower or any guarantor, endorser or other party liable for the payment of the debts or obligations secured by this Agreement shall not be liable for unearned interest under the debts or obligations secured by this Agreement at a rate in excess of the maximum interest that may be lawfully charged under the laws of the State of Texas. The provisions of this Section shall control over all other provisions of the Promissory Note and any other instrument executed in connection with this Agreement, which may be in apparent conflict. If a court of competent jurisdiction shall make a final determination that the performance of any provision of the debts or obligations secured by this Agreement shall result in a payment of an amount for such use, forbearance or detention in excess of such rate, then (i) such provision shall be deemed to be appropriately modified to the extent necessary to reduce such rate, and (ii) any such excess amounts previously received shall be deemed to have been applied to the redemption at par of a like principal amount.

6.7 Governing Law, Jurisdiction, and Venue

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

6.8 Time of the Essence

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

6.9 Nonwaiver of Remedies

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

6.10 Successors and Assigns

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

6.11 Severability

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

6.12 Joint and Several

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

6.13 Captions

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

SIGNATURE (S) OF THE BORROWER:
Grimm Lofts, LLC

By _____
Mark Bouldin, Managing Member

_____ Date

By _____
Jim Sari, Managing Member

_____ Date

Attachment: 2017-068 ATTH 08 Grimm Lofts EPA Loan v2 (1664 : 2017-068 RES Authorizing City Manager to enter into loan agreements with

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(5) FURTHER RESOLVED, that Lender is authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the members of Grimm Lofts, LLC, at a meeting duly called and held at _____ on the _____ day of _____, at which a quorum was present and voted, and that such resolution is duly recorded in the minutes of the Company; that the members named in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective members set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

Grimm Lofts, LLC

By _____
Mark Bouldin, Managing Member

_____ Date

By _____
Jim Sari, Managing Member

_____ Date

ATTACHMENT F Collateral

The word “collateral” means the following described property of Grantor:

Hotel Grim

Site Address: 301 State Line North, Texarkana, TX

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

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

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

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

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

Attachment: 2017-068 ATTH 08 Grimm Lofts EPA Loan v2 (1664 : 2017-068 RES Authorizing City Manager to enter into loan agreements with

ATTACHMENT H Request for Disbursement

Attachment: 2017-068 ATTH 08 Grimm Lofts EPA Loan v2 (1664 : 2017-068 RES Authorizing City Manager to enter into loan agreements with

Brownfields Revolving Loan Fund Request for Disbursement

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

Project Name: _____

Program Site
Number: _____

Loan Recipient: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Loan Recipient's Authorized Representative: _____

Authorized Representative's Phone Number: _____

Invoice Number: _____ Date: _____

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

Original Loan Amount: \$ _____

Amount of Request \$ _____

Cumulative Costs Incurred to Date (Including Request) \$ _____

Balance Remaining After Disbursements \$ _____

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

AUTHORIZED REPRESENTATIVE SIGNATURE

Date

ELIGIBLE EXPENSES TRACKING SPREADSHEET											
City of Texarkana RLF Loan											
Loan Amount	\$650,000	Invoice Number:									
Cost Share Amount (20%)	\$130,000	Date:									
Total Amount:	\$780,000	Quarter Ending On:									
Eligible Expense Categories	RLF	Costs Incurred This Invoice				Cumulative Costs Incurred To-Date (including this reimbursement request)					Remaining Budgeted Funds
	Loan Budget	Hazardous %75		Petroleum %25		Hazardous %75		Petroleum %25		Total	
		Seeking Reimbursement	Covered as Cost Share	Seeking Reimbursement	Covered as Cost Share	RLF Reimbursement	Covered as Cost Share	RLF Reimbursement	Covered as Cost Share		
		Total									
Programmatic Expenses	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Health & Safety Plan	\$2,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00
Quality Assurance Project Plan	\$5,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,000.00
Cleanup Plan	\$15,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00
Site Remediation	\$518,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$518,000.00
Material Disposal	\$150,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$150,000.00
Confirmation Sampling	\$65,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$65,000.00
Site Closure Report	\$20,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$20,000.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount:	\$780,000	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$780,000.00
Distribution Request:		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	\$0.00

**THE CITY OF TEXARKANA
COMMUNITY DEVELOPMENT BLOCK GRANT Program**

Awarding Federal Agency: United States The City of Housing and Urban Development
CITY OF TEXARKANA Federal Award Number: XXXXXXXX
Federal Award Year (Year of Award from HUD to TDHCA): 2017
CITY OF TEXARKANA Award Year (Year of City Council Approval of Award): 2017
Unique Entity Identifier Number: XXXXXXXX

LAND USE RESTRICTION AGREEMENT
(Multifamily Properties)

THE STATE OF TEXAS §
 §
COUNTY OF BOWIE §

THIS LAND USE RESTRICTION AGREEMENT ("Agreement"), executed to be effective the _____ day of _____, 2016~~7~~, is by and between ~~OWNERSHIP ENTITY NAME~~**GRIMM LOFTS, LLC**, a Texas limited ~~partnership~~**company** ("Owner"), and the ~~THE CITY OF~~**TEXARKANA**, a local political subdivision ("the City").

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R E C I T A L S:

Owner is the owner of certain improvements ("Improvements") that will consist of a 98 unit multifamily rental housing development to be known as Hotel Grim Lofts (the "Project") situated on real property ("Land") located in the City of Texarkana County of Bowie, State of Texas, more fully described in **Exhibit "A"** attached hereto and incorporated herein by reference. The Land and Improvements are hereinafter collectively referred to as the "Property".

The ~~the~~ City has issued a loan commitment to loan certain funds (the "Loan") to Owner, made available to ~~the~~ the City under the Federal Act and State Act (hereafter defined), in accordance with that certain ~~Construction~~ Loan Agreement executed by and between Owner and the ~~the~~ City, which funds shall be used by Owner for the acquisition of the Property and construction of the Project.

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Pursuant to the Federal Act and State Act and the CDBG Regulations, as amended, Owner, as a condition to the ~~The~~ City making the Loan, must agree to comply with certain occupancy, rent and other restrictions under the Federal Act and the CDBG Regulations during the CDBG Affordability Period (hereinafter defined) and with certain occupancy, rent and other restrictions under the State Act during the Extended Affordability Period (hereinafter defined), and the parties have entered into this Agreement to evidence Owner's agreement to comply with such restrictions.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

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ARTICLE I

Definitions

Section 1.1. General. Capitalized terms used in this Agreement shall have, unless the context clearly requires otherwise, the meanings specified in this Article I. Certain additional terms may be defined elsewhere in this Agreement.

(b) **"Agreement"** means this Land Use Restriction Agreement, as it may from time to time be amended.

(c) **"Annual Income" or "Annual Incomes"** means "annual income", which specifically requires the use of one of the following definitions: (1) annual income as defined at 24 CFR §5.609, which includes but is not limited to the list of income in HUD Handbook 4350, and specifically excludes those items listed in HUD's Updated List of Federally Mandated Exclusions from Income; or (2) adjusted gross income as defined for purposes of reporting under Internal Revenue Service Form 1040 series for individual Federal annual income tax purposes.

(d) **"Area Median Income"** means the median income, adjusted for family size, for the area where the Property is located, as such median income is established by HUD at least annually in accordance with the Federal Act, or as otherwise established by the ~~the~~ City.

(e) **"De Minimis Amounts"** means any Hazardous Materials either (a) being transported on or from the Property or being stored for use by Owner or a tenant on the Property in connection with Owner's or such tenant's operations or tenancy, or (b) being used by Owner or a tenant on the Property, in either case in such quantities and in a manner that both (i) do not constitute a violation or threatened violation of any Environmental Laws and Regulations, Governmental Requirements or require any reporting or disclosure under any Environmental Laws and Regulations or Governmental Requirements, and (ii) is consistent with customary business practice for such operations in the state where the Property is located.

(h) **"Environmental Laws and Regulations"** means any federal, state, or local law, statute, ordinance, or regulation, whether now or hereafter in effect, pertaining to health, industrial hygiene, or the environmental conditions on, under, or about the Land or the Improvements, including without limitation, the following, as now or hereafter amended, Hazardous Materials Transportation Act (49 U.S.C.A. §1801 *et seq.*); Insecticide Fungicide and Rodenticide Act (7 U.S.C.A. §136 *et seq.*); the National Environmental Policy Act (42 U.S.C. §4321 *et seq.*) ("NEPA"); Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.A. §9601 *et seq.*) ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 (Pub. L. No. 99-499, 100 Stat. 1613, as amended Pub. L. No. 107-377) ("Superfund" or "SARA"); Resource, Conservation and Recovery Act (24 U.S.C.A. §6901 *et seq.*) ("RCRA"); the Toxic Substances Control Act, 15 U.S.C.A. §2601 *et seq.*; Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C.A. §1101 *et seq.*); Clean Air Act (42 U.S.C.A. §7401 *et seq.*) ("CAA"); Federal Water Pollution Control Act and amendments (33 U.S.C.A. §1251 *et seq.*) ("Clean Water Act" or "CWA"); and any corresponding state laws or ordinances including but not limited to Chapter 26 of the Texas Water Code regarding Water Quality Control, Texas Solid Waste Disposal Act (Chapter 361 of the Texas Health & Safety Code, formerly Tex. Rev. Civ. Stat. Ann. Art. 4477-7), Comprehensive Municipal Solid Waste Management, Resource Recovery, and Conservation Act (Chapter 363 of the Texas

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Health & Safety Code), County Solid Waste Control Act. (Chapter 364 of the Texas Health & Safety Code), Texas Clean Air Act (Chapter 382 of the Texas Health & Safety Code) and Hazardous Communication Act (Chapter 502 of the Texas Health & Safety Code), and regulations, rules, guidelines, or standards promulgated pursuant to such laws, statute and regulations, as such statutes, regulations, rules, guidelines, and standards, as amended from time to time.

(k) **"Federal Act"** means the Housing and Community Development Act of 1974, as set forth in 42 U.S.C. 3535(d) and 5301-5320. or any corresponding provision or provisions of succeeding law as it or they may be amended from time to time.

(l) **"Governmental Authority"** means the United States of America, the State of Texas, the County of Bowie, Texas, and the City of Texarkana, Texas, and any political subdivision of any of the foregoing, and any other political subdivision, agency, or instrumentality exercising jurisdiction over Owner or the Property.

(m) **"Governmental Requirements"** means all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances under this Agreement.

(n) **"Hazardous Substance or Hazardous Material"** means any substance defined as a hazardous substance, hazardous material, hazardous waste, toxic substance or toxic waste in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §9601 *et seq.*; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801 *et seq.*; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 *et seq.*; or any similar applicable federal, state or local law; or in any regulation adopted or publication promulgated pursuant to any said law, either existing or promulgated from time to time, other than De Minimis amounts of any such substances.

(o) **"CDBG Affordability Period"** means the period commencing on the date the Project is completed as defined by Federal Act and ending on the date which is ten (10) years from the date of Project Completion as defined in and in accordance with the Federal Act and CDBG Regulations.

(r) **"CDBG Program"** means the federal housing program designated as the Community Development Block Grant Program and established pursuant to the Federal Act.

(t) **"HUD"** means the United States, The City of Housing and Urban Development and its successor.

(u) **"Low Income Families"** means families and individuals whose Annual Incomes do not exceed eighty percent (80%) of the Area Median Income, or such other income limits as established by HUD in accordance with the Federal Act or as otherwise determined by the The City.

(x) **"Project"** means the 98-unit multifamily rental housing project to be located on the Land, including Owner's activities concerning the ownership, construction and operation of the Property. The general reference name for the Project is Hotel Grim Lofts.

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(y) **"Project Documents"** means all tenant lists, applications, (whether accepted or rejected), leases, lease addenda, tenant and owner certifications, advertising records, waiting lists, rental calculations and rent records, utility allowance documentation, income examinations and re-examinations relating to the Project and other documents otherwise required.

(z) **"Qualified Tenant"** means a family or individual tenant of a Qualifying Unit who satisfies the requirements of Article II of this Agreement with respect to such Qualifying Unit.

(aa) **"Qualifying Unit"** means a unit that (i) is rented to either a Low Income Family, a Very Low Income Family, or an Extremely Low Income Family, and (ii) is used in complying with the occupancy requirements of Article II of this Agreement.

(ff) **"Term"** means the period commencing on the date the Project is completed as defined by the Federal Act and ending on the date which is ~~forty (40)~~ ten (10) years from the date of such Project Completion.

(hh) **"Unit"** means a residential accommodation constituting a part of the Property and containing separate and complete living facilities.

(ii) **"Utility Allowance"** means a monthly allowance for utilities and services (excluding internet and telephone) to be paid by the tenant, which monthly allowance is provided by the local public housing authority or as determined by the ~~the~~ City annually and from time to time as required

Section 1.2. Generic Terms. Unless the context clearly indicates otherwise, where appropriate the singular shall include the plural and the masculine shall include the feminine or neuter, and vice versa, to the extent necessary to give the terms defined in this Article I and/or the terms otherwise used in this Agreement their proper meanings.

ARTICLE II

Use and Occupancy of the Property

Section 2.1. Use of the Property. During the Term, Owner will maintain the Property as rental housing and will rent or hold available for rental each Unit on a continuous basis in order to meet the occupancy requirements of this Agreement.

Section 2.2. Common Areas. During the Term, Owner agrees that any common areas, including, without limitation, any laundry or community facilities on the Property shall be for the exclusive use of the tenants and their guests and shall not be available for use by the general public.

Section 2.3. Occupancy Requirements.

(a) Notwithstanding anything herein to the contrary, at the time of occupancy of the Project or the time funds are invested pursuant to the CDBG Program in connection with the Project, whichever is later, Owner must set aside ~~4920~~ 20 Units ("Qualifying Units") of the 98 Units throughout the Affordability Period described in Article X.

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(d) Accessibility.

The Project will comply with the accessibility standards under 24 CFR Part 8 which implements "Section 504 of the Rehabilitation Act of 1973" and 24 CFR Part 100 which implements the "Fair Housing Act" as further described in Title 10, Part 1, Chapter 1, Subchapter B of the Texas Administrative Code.

A minimum of five percent (5%) of the total dwelling Units (or ~~at least seven (7)~~ minimum of one Units), whichever is greater, shall be made accessible for persons with mobility impairments and an additional two percent (2%) of the total dwelling Units, (or ~~at least three (3)~~ minimum of one Units), whichever is greater, shall be made accessible for persons with hearing or vision impairments. A Unit that is on an accessible route and is adaptable and otherwise compliant with the 2010 ADA Standards for Accessible Design with the exceptions listed in "Nondiscrimination on the Basis of Disability in Federally Assisted Programs and Activities" Federal Register 79 FR 29671 meets this requirement.

Additionally, the Project must also meet or exceed the accessibility requirements of the Federal Fair Housing Act as implemented by HUD at 24 CFR Part 100, and the Fair Housing Act Design Manual, Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189) as implemented by the City of Justice regulations at 28 CFR Parts 35 and 36 and the City's accessibility requirements in 10 TAC §10.101(b)(8) and Subchapter B of Title 10, Chapter 1 of the Texas Administrative Code, as may be amended from time to time.

Section 2.4. Income Determination.

(a) The determination of whether the Annual Income of a family or individual occupying or seeking to occupy a Qualifying Unit or CDBG Match-Eligible Unit complies with the requirements for Extremely Low Income Families or Very Low Income Families or Low Income Families shall be made by Owner prior to admission of such family or individual to occupancy in a Qualifying Unit (or to designation of a Unit occupied by such family or individual as a Qualifying Unit). Thereafter, such determinations, other than for a CDBG Match-Eligible Unit, shall be made by Owner at least annually.

(b) If the Annual Income of a tenant which previously was classified as Very Low Income or Extremely Low Income Families shall be determined upon reexamination to exceed the applicable income limit for Very Low Income Families, but does not exceed 80% of Area Median Income (the applicable income limit for Low Income Families), the Unit shall continue to be counted as occupied by a Qualified Tenant during such family's or individual's continuing occupancy of such Unit, and the Owner shall not be considered out of compliance with the occupancy requirements of Section 2.3, provided Owner shall hold the next available Unit available for occupancy by Very Low Income Families or as otherwise may be necessary to comply with the occupancy requirements of Section 2.3.

(c) If the Annual Income of a tenant which previously was classified as Extremely Low Income Families, Very Low Income Families or Low Income Families shall be determined upon reexamination to exceed 80% of Area Median Income (the applicable income limit for Low Income Families), the Unit occupied by such family or individual shall continue to be counted as occupied by a Qualified Tenant during such family's or individual's continuing occupancy of such Unit and the Owner

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shall not be considered out of compliance with the occupancy requirements of Section 2.3, provided (A) such family or individual pays as rent thirty percent (30%) of such family's or individual's Monthly Adjusted Income, as recertified, except that tenants of CDBG-assisted units that have been allocated low-income housing tax credits by a housing credit agency pursuant to section 42 of the Internal Revenue Code of 1986 (26 U.S.C. §42) ("Section 42") must pay rent governed by Section 42; and (B) Owner shall hold the next available Unit available for occupancy by Extremely Low Income Families, Low Income Families or Very Low Income Families, whichever is necessary to comply with the occupancy requirements of Section 2.3.

(d) If the initial determination made in Section 2.4(a) results in such family or individual exceeding the applicable income limit, such family or individual shall not be considered a Qualified Tenant.

ARTICLE III

Rent

Section 3.1. Rent Limitations for Low Income Families. The maximum monthly rent charged by Owner for a CDBG Match-Eligible Unit and Units occupied by Low Income Families other than Very Low Income Families and Extremely Low Income Families shall not exceed the limits determined by the applicable calculations required by HUD or the City in accordance with 24 CFR §92.252 (as may be amended or modified from time to time). In general, the tenant's portion of rent, plus an allowance for utilities, plus rental assistance payments cannot exceed the High CDBG rent limits. All ~~thirty-three (33)~~ **twenty (20)** Qualifying Units occupied by Low Income Families including any Unit or Qualifying Units treated as a CDBG Match-Eligible Unit may be rented at the High CDBG Rents as defined under 24 CFR §92.252, as may be amended or modified from time to time.

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Section 3.2. Rent Limitations for Very Low and Extremely Low Income Families. The maximum monthly rent charged by Owner for Qualifying Units occupied by Very Low and Extremely Low Income Families shall not exceed the limits determined by the applicable calculations required by HUD or the ~~the~~ City in accordance with 24 CFR §92.252(b), as may be amended or modified from time to time. In general, the tenant's portion of rent, plus an allowance for utilities, plus rental assistance payments cannot exceed the Low CDBG rent limits. **All nine (9) Qualifying Units** occupied by Very Low Income Families must be rented at the Low CDBG Rents as defined under 24 CFR §92.252, as may be amended or modified from time to time.

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ARTICLE IV

Administration

Section 4.1. Lease Provisions. All tenant leases entered into with Qualified Tenants or tenants of a CDBG Match-Eligible Unit during the Term shall be in writing and contain provisions wherein each individual tenant (i) certifies the accuracy of the information provided in connection with the examination or reexamination of Annual Income of the household of such lessee, and in connection therewith, agrees to execute an Income Certification form prescribed by the ~~the~~ City, and (ii) agrees that the Annual Income and other eligibility requirements shall be deemed substantial and material obligations of his or her tenancy, that he or she will comply promptly with all requests for information with respect thereto from Owner or the ~~the~~ City, and that his or her failure to provide accurate information regarding such requirements (regardless of whether such inaccuracy is intentional or unintentional) or refusal to

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comply with a request for information with respect thereto shall be deemed a violation of a substantial obligation of his or her tenancy and constitute cause for immediate termination thereof. All tenant leases entered into with Qualified Tenants or tenants of a CDBG Match-Eligible Unit during the CDBG Affordability Period shall also contain provisions which are consistent with the CDBG Regulations and, CDBG Manual, including, without limitation, the rent restrictions provided herein and allowing for necessary increases in rent pursuant to Section 2.4(c) and (d) herein. All tenant leases entered into with Qualified Tenants or tenants of a CDBG Match-Eligible Unit during the CDBG Affordability Period shall **not** contain provisions prohibited by the CDBG Regulations at Section 92.253. In addition, all tenant leases entered into with Qualified Tenants during the CDBG Affordability Period shall be supplemented and amended by an addendum to lease in a form prescribed by the ~~the~~ City.

Lease terms must be for one year unless mutually agreed upon by the Owner and the tenant. Owner may not terminate the tenancy or refuse to renew the lease of a tenant except for serious or repeated violations of the terms and conditions of the lease, for violation of applicable federal, state, or local law; for completion of the tenancy period for transitional housing, or for other good cause. To terminate or refuse to renew tenancy, Owner must serve written notice upon the tenant specifying the grounds for the action at least 30 days before the termination.

Section 4.2. Nondiscrimination, Fair Housing, Equal Access and Equal Opportunity.

Owner shall select Qualified Tenants for available Units from a written waiting list in chronological order of their application, insofar as it is practical, and without regard as to disability, religion, race, color, family composition, national origin or sex or whether such Qualified Tenants are holders of a rental voucher under Title 24 Part 982 of the Code of Federal Regulations (Section 8 Tenant-Based Assistance: Housing Choice Voucher Program) or holders of a comparable document evidencing participation in a CDBG tenant-based rental assistance program and without regard as to whether such Qualified Tenants receive or rely on any other rent-based assistance or other assistance from any state or federal program. Owner shall follow Title VI, "Safe CDBGs for Victims of Domestic Violence, Dating Violence, Sexual Assault, and Stalking", of the Violence Against Women Reauthorization Act of 2013 (42 U.S.C. §13925 *et seq.*), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d *et seq.*), the Age Discrimination Act of 1975 (42 U.S.C. §6101 *et seq.*) and its implementing regulations at 24 CFR Part 146, Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§12131-12189; 47 U.S.C. §§155, 201, 218 and 255), as implemented by U. S. the City of Justice at 28 CFR Parts 35 and 36, Section 527 of the National Housing Act (12 U.S.C. §1701z-22), the Equal Credit Opportunity Act (15 U.S.C. §1691 *et seq.*), the Equal Opportunity in Housing (Executive Order 11063 as amended by Executive Order 12259) and its implementing regulations at 24 CFR Part 107, The Fair Housing Act (42 U.S.C. §3601 *et seq.*), as implemented by HUD at 24 CFR Parts 100-115, 24 CFR §92.250, 24 CFR §92.202 and 24 CFR §5.105(a).

Section 4.3. Examination and Re-examination of Incomes.

(a) Owner shall be responsible for determination of the Annual Income and family composition of Qualified Tenants at initial occupancy of a Unit, and for reexamination of Annual Income and family composition of Qualified Tenants at least annually, based on information collected, verified and certified by Owner, in accordance with procedures set forth in the CDBG Regulations and CDBG Manual, or as otherwise required by the City.

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(b) As a condition of admission to occupancy of a Qualifying Unit, Owner shall require the household head and other such household members as it designates to execute a the City-approved release and consent authorizing any depository or private source of income, or any Federal, State or local agency, to furnish or release to Owner and to the City such information as Owner or the City determines to be necessary. Owner shall also require the household to submit directly documentation determined to be necessary. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a household's eligibility as a Qualified Tenant, or for verifying related information. The use or disclosure of information obtained from a household or from another source pursuant to this release and consent shall be limited to purposes directly connected with administration of this Agreement.

(c) Owner shall not be deemed to be in violation of Articles II and III of this Agreement if, in determining Annual Income and family composition of a Qualified Tenant, (i) Owner has relied in good faith upon information which is supplied to Owner by the tenant, (ii) Owner has no reason to believe such information is false, and (iii) Owner shall have complied with all requirements of the City with respect to verification of household income and family composition.

Section 4.4. Certification by Owner. During the Term, Owner shall, at least annually, or as the City may otherwise approve, submit to the City in a form prescribed by the City, a certificate of continuing compliance with all occupancy standards, terms and provisions of this Agreement and a report on the financial condition of the Project. The certification will also include statistical data relating to persons with special needs, race, ethnicity, income and fair housing opportunities and other information requested by the City including reports required by Subchapter F of Title 10, Chapter 10 of the Texas Administrative Code and Subchapter B of Title 10, Chapter 1 of the Texas Administrative Code.

Section 4.5. Maintenance of Documents. All Project Documents and any other report or records which Owner is required to prepare and/or provide to the City pursuant to this Agreement, the CDBG Regulations or CDBG Manual must be retained for the periods set out in the CDBG Regulations, or if no specific period is set out, for five (5) years after the end of the CDBG Affordability Period, or as otherwise specified by law or required by the City. All Project Documents shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Property, and shall be maintained in compliance with the CDBG Regulations, CDBG Manual and any other requirements of the City, in a reasonable condition for proper audit and subject to examination and photocopying during business hours by representatives of the City, HUD, or the United States Comptroller General. Owner agrees and acknowledges that any and all of the Project Documents are confidential in nature. Owner agrees not to disclose the Project Documents or any of the terms, provisions or conditions thereof, or any other information that is deemed confidential under federal law or state law related to tenants' or applicants' income, social security number, employment status, disability, or other related matters to any party outside of Owner's organization or to Owner's management company for the Project, except as otherwise expressly required in this Agreement, or by the CDBG Regulations or CDBG Manual. Owner further agrees that within its organization, the Project Documents and other confidential information will be disclosed and exhibited only to those persons within Owner's organization whose position and responsibilities make such disclosure necessary.

Section 4.6. Compliance Review. During the Term, Owner agrees to permit the City and HUD, or its designated representative, access to the Property for the purpose of performing the City Compliance Monitoring Procedures. The City or HUD periodically will monitor and audit Owner's

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compliance with the requirements of this Agreement, 10 TAC §10.404, the CDBG Regulations, the CDBG Manual, and any and all other Governmental Requirements, in accordance with the City Compliance Monitoring Procedures during the CDBG Affordability Period. The City will continue to periodically monitor and audit Owner's compliance with the requirements of this Agreement and 10 TAC §10.404, the CDBG Manual and any and all other Governmental requirements, in accordance with the City Compliance Monitoring Procedures during the Extended Affordability Period. In conducting its compliance review, the City and HUD will rely primarily on information obtained from Owner's records and reports, findings from on-site monitoring, and audit reports. The City and HUD may also consider relevant information gained from other sources, including litigation and citizen complaints. In accordance with Section 2306.231 of the State Act, and to the extent permitted by the Federal Act and its implementing regulations, Owner shall reimburse the City or HUD, as appropriate, on demand for their respective costs incurred in connection with monitoring, auditing, inspecting and examining the Owner's compliance with the requirements of this Agreement.

Section 4.7. Hazardous Materials: Indemnification. (a) Owner agrees (i) that Owner shall not receive, store, dispose or release any Hazardous Materials on or to the Property or transport any Hazardous Materials to or from the Property or permit the existence of any Hazardous Materials Contamination; (ii) to give written notice to the City promptly upon Owner's acquiring knowledge of the presence of any Hazardous Materials on the Property or the transport of any Hazardous Materials to or from the Property or of the existence of any Hazardous Materials Contamination, with a full description thereof; (iii) promptly, at Owner's sole cost and expense, to comply with any Environmental Laws and Regulations and Governmental Requirements requiring the removal, treatment or disposal of such Hazardous Materials or Hazardous Materials Contamination and provide the City with satisfactory evidence of such compliance; (iv) to provide the City, within thirty (30) days after demand by the City, with financial assurance evidencing to the City's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials or Hazardous Materials Contamination and discharging any assessments which may be established on the Property as a result thereof; and (v) to ensure that all leases, licenses, and agreements of any kind now or hereafter executed which permit any party to occupy, possess, or use in any way the Property or any part thereof, whether written or oral, include an express prohibition on the disposal or discharge of any Hazardous Materials at or affecting the Property, and a provision that failure to comply with such prohibition shall expressly constitute a default under any such agreement.

(b) Owner shall not cause or suffer any liens to be recorded against the Property as a consequence of, or in any way related to, the presence, remediation or disposal of Hazardous Materials in or about the Property, including any so-called state, federal or local "Superfund" lien relating to such matters.

(c) OWNER SHALL AT ALL TIMES RETAIN ANY AND ALL LIABILITIES ARISING FROM THE PRESENCE, HANDLING, TREATMENT, STORAGE, TRANSPORTATION, REMOVAL OR DISPOSAL OF HAZARDOUS MATERIALS ON THE PROPERTY. REGARDLESS OF WHETHER ANY EVENT OF DEFAULT (AS DEFINED IN SECTION 6.1 OF THIS AGREEMENT) SHALL HAVE OCCURRED AND BE CONTINUING OR ANY REMEDIES IN RESPECT OF THE PROPERTY ARE EXERCISED BY THE CITY, OWNER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITIES (INCLUDING STRICT LIABILITY), SUITS, ACTIONS, CLAIMS, DEMANDS, PENALTIES, DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS,

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CONSEQUENTIAL DAMAGES, INTEREST, PENALTIES, FINES AND MONETARY SANCTIONS), LOSSES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND REMEDIAL COSTS) (THE FOREGOING ARE HEREINAFTER COLLECTIVELY REFERRED TO AS "LIABILITIES") WHICH MAY NOW OR IN THE FUTURE (WHETHER BEFORE OR AFTER THE CULMINATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT) BE INCURRED OR SUFFERED BY THE CITY BY REASON OF, RESULTING FROM, IN CONNECTION WITH, OR ARISING IN ANY MANNER WHATSOEVER OUT OF THE BREACH OF ANY WARRANTY OR COVENANT OR THE INACCURACY OF ANY REPRESENTATION OF OWNER CONTAINED OR REFERRED TO IN THIS SECTION 4.7 OR WHICH MAY BE ASSERTED AS A DIRECT OR INDIRECT RESULT OF THE PRESENCE ON OR UNDER, OR ESCAPE, SEEPAGE, LEAKAGE, SPILLAGE, DISCHARGE, EMISSION OR RELEASE FROM THE PROPERTY OF ANY HAZARDOUS MATERIALS OR ANY HAZARDOUS MATERIALS CONTAMINATION OR ARISE OUT OF OR RESULT FROM THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE APPLICABILITY OF ANY ENVIRONMENTAL LAWS AND REGULATIONS AND GOVERNMENTAL REQUIREMENTS RELATING TO HAZARDOUS MATERIALS, REGARDLESS OF WHETHER OR NOT CAUSED BY OR WITHIN THE CONTROL OF OWNER OR THE CITY.

SUCH LIABILITIES SHALL INCLUDE, WITHOUT LIMITATION: (I) INJURY OR DEATH TO ANY PERSON; (II) DAMAGE TO OR LOSS OF THE USE OF ANY PROPERTY; (III) THE COST OF ANY DEMOLITION AND REBUILDING OF ANY IMPROVEMENTS NOW OR HEREFTER SITUATED ON THE PROPERTY OR ELSEWHERE, AND THE COST OF REPAIR OR REMEDIATION OF ANY SUCH IMPROVEMENTS; (IV) THE COST OF ANY ACTIVITY REQUIRED BY ANY GOVERNMENTAL AUTHORITY; (V) ANY LAWSUIT BROUGHT OR THREATENED, GOOD FAITH SETTLEMENT REACHED, OR GOVERNMENTAL ORDER RELATING TO THE PRESENCE, DISPOSAL, RELEASE OR THREATENED RELEASE OF ANY HAZARDOUS MATERIAL, ON, FROM OR UNDER THE PROPERTY; AND (VI) THE IMPOSITION OF ANY LIENS ON THE PROPERTY ARISING FROM THE ACTIVITY OF OWNER OR OWNER'S PREDECESSORS IN INTEREST ON THE PROPERTY OR FROM THE EXISTENCE OF HAZARDOUS MATERIALS UPON THE PROPERTY OR HAZARDOUS MATERIALS CONTAMINATION.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE FOREGOING INDEMNITY SHALL NOT APPLY TO (I) MATTERS RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE CITY, OR ANY EMPLOYEE, AGENT OR INVITEE OF THE CITY, OR (II) MATTERS RESULTING FROM THE ACTIONS OF THE CITY, OR ANY EMPLOYEE, AGENT OR INVITEE OF THE CITY TAKEN AFTER THE CITY OR ANY THIRD PARTY HAS TAKEN TITLE TO, OR EXCLUSIVE POSSESSION OF, THE PROPERTY.

The covenants and agreements contained in this Section 4.7 shall survive the consummation of the transactions contemplated by this Agreement.

Section 4.8. Affirmative Marketing. Owner shall maintain and abide by an affirmative marketing plan which shall be designed to attract tenants and employees from all racial, ethnic/national origin, sex, religion, familial status and persons with special needs groups and shall require all press releases and written materials, advertising or promoting of the Project to, when feasible, include the equal

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housing opportunity logo or slogan. Owner further agrees to maintain documents and records evidencing its compliance with said plan and the affirmative marketing requirements imposed by the CDBG Regulations and the CDBG Manual.

If each and every Qualifying Unit is not occupied by a Qualifying Tenant within six months of the date the Project is completed and available for occupancy, Owner must prepare documentation stating the marketing steps for renting the vacant Qualifying Units as soon as possible or prepare a new marketing plan for the City's submittal to HUD.

Section 4.9. Federal and State Requirements. Owner shall comply with the CDBG Regulations, CDBG Manual and each and every Governmental Requirement as the same may be amended.

Section 4.10. Access and Inspection. Subject to the rights of tenants under residential leases, Owner will permit the City, its agents, employees and representatives, and any interested Governmental Authority, during business hours, to enter upon and inspect the Project and all materials to be used in the construction thereof and to examine and copy all of Owner's books, records, contracts and bills pertaining to the Project. Owner will also cooperate and cause all Contractors to cooperate with the City and its agents, employees and representatives during such inspections; provided, however, nothing herein shall be deemed to impose upon the City any duty or obligation to undertake such inspections or any liability for the failure to detect or failure to act with respect to any defect which was or might have been disclosed by such inspections.

Section 4.11. Property Standards. Owner agrees that any CDBG-Assisted Unit and the CDBG Match-Eligible Unit, as applicable, shall be rehabilitated or constructed, as applicable, and maintained in accordance with the property standards under 24 CFR §92.251 and the requirements set forth in the CDBG Regulations and the CDBG Manual.

Section 4.12. Fair Lease and Grievance Procedure; Tenant Participation. Owners shall maintain and abide by the fair lease and grievance procedure approved by the City and shall have any changes in said procedures approved by the City prior to the effective date of said changes. Owner agrees to maintain and abide by a program of tenant participation in management decisions as set forth in the CDBG Regulations and the CDBG Manual.

Section 4.13. Reports. Owner shall deliver to the City:

(a) Within ten (10) days after the last day of each quarter in each fiscal year of Owner, or as requested by the City, a Unit Status Report. The City may require electronic submission of the Unit Status Report.

(b) From time to time and promptly upon each request, such data, certificates, reports, statements, documents, or further information regarding the assets or the business, liabilities, financial position, projections, results of operations, or business prospects of Owner or such other matters concerning Owner's compliance with the CDBG Regulations and the CDBG Manual as the City may reasonably request during the Extended Affordability Period or as necessary to assist the City in meeting its recordkeeping and reporting requirements under the CDBG Regulations during the CDBG Affordability Period, including, without limitation, the following:

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- (1) Records that demonstrate that the Project meets the Property Standards set out in 24 CFR §92.251;
- (2) Records that demonstrate that the Project meets the requirements set out in 24 CFR §92.252 for the Term;
- (3) Records that demonstrate compliance with the requirements of 24 CFR §92.253 for tenant protections;
- (4) Records that indicate whether the Project is mix-income, mix-use, or both.
- (5) Other federal requirements records:
 - (i) Equal opportunity and fair housing records containing:
 - (A) Data on the extent to which each racial and ethnic group and single-headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funded in whole or in part with CDBG funds.
 - (B) Documentation of actions undertaken to meet the requirements of 24 CFR §92.350, which implements Section 3 of the Housing Development Act of 1968, as amended (12 U.S.C. §1701u).
 - (C) Documentation and data on the steps taken to implement the Owner's outreach programs to minority-owned and female-owned businesses pursuant to Executive Orders 11625, 12432 and 12138 and its implementing regulations at 24 CFR §85.36(e), including data indicating the racial/ethnic or gender character of each business entity receiving a contract or subcontract of \$25,000 or more paid, or to be paid, with CDBG funds; the amount of the contract or subcontract, and documentation of Owner's affirmative steps to assure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction, and services.
 - (D) Documentation of the actions the Owner has taken to affirmatively further fair housing;
 - (ii) Records indicating the affirmative marketing procedures and requirements under 24 CFR §92.351.
 - (iii) Records that demonstrate compliance with environmental review requirements in 24 CFR §92.352 (and Part 58 of this Title 24 of the Code of Federal Regulations).

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- (iv) Records which demonstrate compliance with the requirements in 24 CFR §92.353 regarding displacement, relocation, and real property acquisition, including project occupancy lists identifying the name and address of all persons occupying the real property on the date described in 24 CFR §92.353(c)(2)(i)(A), moving into the property on or after the date described in 24 CFR §92.353(c)(2)(i)(A), and occupying the property upon completion of the project.
- (v) Records demonstrating compliance with labor requirements in 24 CFR §92.354, including contract provisions and payroll records.
- (vi) Records concerning lead-based paint under 24 CFR §92.355.
- (vii) Records supporting requests for waivers of the conflict of interest prohibition in 24 CFR §92.356.
- (viii) Records of certifications concerning debarment and suspension required by 24 CFR Part 24.
- (ix) Records demonstrating compliance with flood insurance requirements under 24 CFR Part 92.
- (x) Records demonstrating intergovernmental review, as required by 24 CFR Part 52.

Section 4.14. Information and Reports Regarding the Project. Owner shall deliver to the City, at any time within thirty (30) days after written notice and demand by the City but not more frequently than once per month, (a) a statement in such reasonable detail as the City may request, certified by Owner, of the leases relating to the Project, and (b) a statement in such reasonable detail as the City may request, certified by a certified public accountant or, at the option of the City, by the Owner, of the income from and expenses of any one or more of the following: (i) the conduct of any business on the Project, (ii) the operation of the Project, or (iii) the leasing of the Project or any part thereof, for the last twelve (12) month calendar period prior to the giving of such notice, and, on demand, Owner shall furnish to the City executed counterparts of any such tenant leases and any other contracts and agreements pertaining to facilities located on the Property or which otherwise generate ancillary income for the Project, for the audit and verification of any such statement.

Section 4.15. Other Information. Owner shall deliver to the City, at any time within thirty (30) days after written notice and demand by the City, any information or reports required by the laws of the State of Texas or as otherwise reasonably required by the City.

Section 4.16. Displaced Persons. In the event there are any Displaced Persons as a result of any of the Units being acquired, rehabilitated or reconstructed with CDBG Funds, Owner shall comply with the requirements and provisions of the Relocation Plan as required under the Uniform Relocation Act and Real Property Acquisition Policies Act of 1970 (URA) (42 USC §§4201 to 4655), HUD Handbook 1378, and its implementing regulations at 49 CFR Part 24; and in some projects, Section 104(d) of the

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Housing and Community Development Act of 1974 (“Barney Frank amendments”), as amended, as set out in Subpart B of 24 CFR Part 42.

Section 4.17. Reserve Account for Repairs. In accordance with Section 2306.186 of the State Act and the implementing regulations (10 TAC §10.404), the first lienholder shall maintain the reserve account for repairs. If a reserve fund has not been established by the first lienholder, Owner shall create a reserve for any necessary repairs for the Property by depositing (1) not less than \$250.00 per unit per year for newly constructed units, or (2) the greater of the amount per unit per year either established by the information presented in a Property Condition Assessment (“PCA”) in conformance with Subchapter D of Chapter 10, Title 10 of the Texas Administrative Code (relating to Underwriting and Loan Policy) or \$300.00 per unit per year for units that are for reconstruction, rehabilitation or adaptive reuse, beginning on the date that occupancy of the Property stabilizes, the date the Property is at least 90% occupied or the date that permanent financing for the Property is completely in place, whichever occurs later, in an individual reserve account in a federally insured bank or savings maintained by the first lien holder or Bank Trustee (a bank authorized to do business in the State of Texas with the power to act as trustee) and shall continue making deposits until the earlier of the following: (1) the end of the Term of this LURA as defined in Section 1; (2) the date of any involuntary change in ownership of the Property; (3) the date on which Owner suffers a total casualty loss with respect to the Property or the date on which the Property becomes functionally obsolete, if the Property cannot be or not restored; (4) the date on which the Property is demolished; (5) the date the first lien terminates; or (6) the date on which the Property ceases to be used as multifamily rental property. The City shall be notified of findings and information pursuant to the oversight of the reserve account in accordance with the implementing regulations (10 TAC §10.404). The Owner shall submit annually to the City an executed certification (which is part of the City’s Owners’ Financial Certification packet) by the first lien lender regarding the reserve account. If said reserve account is not required by the first lien lender, Owner shall set aside the repair reserve amount as a reserve for capital improvements for each unit in the development, regardless of the amount of rent charged for the unit in accordance with the implementing regulations (10 TAC §10.404). This requirement and condition to create a reserve account for repairs is statutorily required and cannot be waived unless Owner is required to maintain a reserve account on the Property under any other provision of federal or state law.

Section 4.18 Drug-Free Workplace. Owner will follow the Drug-Free Workplace Act of 1988 (41 U.S.C §701, *et seq.*) and HUD’s implementing regulations at 2 CFR Part 2429.

Section 4.19 Limited English Proficiency. Owner shall comply with the requirements in Executive Order 13166 of August 11, 2000 reprinted at 65 FR 50121, August 16, 2000 Improving Access to Services for Persons with Limited English Proficiency (“LEP”) at 67 FR 41455. To ensure compliance, the Owner must take reasonable steps to ensure that LEP persons have meaningful access. Meaningful access entails providing language assistance services, including oral and written translation.

Section 4.20 Procurement of Recovered Materials. Owner and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (“EPA”) at 40 CFR, Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition where the purchase price exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year

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exceeded \$10,000, procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in EPA guidelines.

ARTICLE V

Representations and Warranties of Owner

Section 5.1. Representations and Warranties. Owner represents and warrants to the City that:

(a) Valid Execution. Owner has validly executed this Agreement and the same constitutes the binding obligation of Owner. Owner has full power, authority and capacity (i) to enter into this Agreement, (ii) to carry out Owner's obligations as described in this Agreement and (iii) to assume responsibility for compliance with all applicable Governmental Requirements, including, without limitation, those in the CDBG Regulations and the CDBG Manual.

(b) No Conflict or Contractual Violation. To the best of Owner's knowledge, the making of this Agreement and Owner's obligations thereunder:

(1) will not violate any contractual covenants or restrictions (A) between Owner or any third party or (B) affecting the Property;

(2) if Owner is other than an individual, will not conflict with any of the instruments that create or establish Owner's authority;

(3) will not conflict with any applicable public or private restrictions;

(4) do not require any consent or approval of any public or private authority which has not already been obtained; and

(5) are not threatened with invalidity or unenforceability by any action, proceeding or investigation pending or threatened, by or against (A) Owner, without regard to capacity, (B) any person with whom Owner may be jointly or severally liable, or (C) the Property or any part thereof.

(c) No Litigation. No action, litigation, investigation or proceeding is now pending or, to the best of Owner's knowledge, threatened against Owner which, if adversely determined, could individually or in the aggregate have an adverse effect on title to or the use and enjoyment or value of the Property, or any portion thereof, or which could in any way interfere with the consummation or enforceability of this Agreement.

(d) No Bankruptcy. There is not pending or, to Owner's best knowledge, threatened against Owner any case or proceeding or other action in bankruptcy, whether voluntary or otherwise, any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for Owner under any federal, state or other statute, law, regulation relating to bankruptcy, insolvency or relief for debtors.

(e) Prior Warranties, Representations, and Certifications. All warranties, representations and certifications made and all information and materials submitted or caused to be submitted to the City in connection with the Project are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, materials or information prior to the effective date hereof.

(f) Conflicting Agreements. Owner has not and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede any other requirements in conflict herewith.

(g) Consideration. Owner has freely and without reservation placed itself under the obligations of this Agreement and that the receipt of financial assistance from the City or HUD is an essential part of the consideration for this Agreement.

(h) Conflicts of Interest. No member, employee, officer, agent, consultant, or official of the Owner, nor any member of their immediate family, during their tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement or any proceeds or benefits arising therefrom, except as allowed by 24 CFR §92.356, as amended from time to time, relating to an employee or agent of the owner or developer who occupies a housing unit as the project manager or maintenance worker. Neither the Owner, nor Owner's officers, employees, agents, consultants or elected or appointed officials may occupy a Qualifying Unit in the Project except an individual living in Unit in the Project where he or she is a project manager or a maintenance worker in that Project.

(i) Debarment and Suspension. Neither Owner nor any of its principals are presently debarred, suspended, proposed for debarment, suspension, declared ineligible, or voluntarily excluded from participation in this transaction of the CDBG Program by any federal the City or agency.

(j) Faith-Based Activities. If Owner is a religious or faith-based organization, Owner may not engage in explicitly religious activities, such as worship, religious instruction, or proselytization, as part of the assistance funded under the Loan pursuant to 24 CFR §92.257.

(k) Flood Insurance. Except to the extent Owner has previously notified the City in writing to the contrary, the Property is not located in an area identified by the Federal Emergency Management Agency ("FEMA") as having special flood hazards in accordance with Section 202 of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4106). In the event the Property is in such an area, Owner warrants and represents to the City that (i) such area is participating in The National Flood Insurance Program or less than one (1) year has passed since FEMA notification regarding such hazards; and (ii) Owner has obtained flood insurance for the Property in an amount and form satisfactory to the City.

(l) Reserve Account. Owner covenants that the deposits to the Reserve Account required under Section 4.17 hereof, if applicable, and the repairs and maintenance of the Project required under Section 6.7 hereof, if applicable, fulfill and comply with the requirement of Section 2306.186 of the State Act and the implementing regulations (10 TAC §10.404). This subsection (l) does not apply to a Project for which an Owner is required to maintain a reserve account under any other provision of federal or state law.

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Section 5.2. Misrepresentations and Omission. Acts constituting fraud, false filings, misrepresentation or omission may subject the alleged offender to criminal prosecution and may also result in the alleged offender being barred from further participation in the City's programs.

Section 5.3. INDEMNIFICATION. OWNER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY OF TEXARKANA FROM AND AGAINST ALL LIABILITIES, LOSSES, CLAIMS, DAMAGES, JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) INCURRED BY THE CITY AS A RESULT OF ANY MATERIAL INACCURACY OR BREACH IN ANY OF THE REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 5.1 HEREOF. OWNER FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL LIABILITY, LOSSES, CLAIMS AND DAMAGES (INCLUDING ALL FORESEEABLE AND UNFORESEEABLE CONSEQUENTIAL DAMAGES), JUDGMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, THE COST OF ANY REPAIR, CLEANUP, DETOXIFICATION OR REMEDIATION, AND THE PREPARATION OF ALL CLOSURE AND OTHER REQUIRED PLANS), WHETHER SUCH ACTION IS REQUIRED OR NECESSARY, PRIOR TO OR FOLLOWING THE DATE OF THIS AGREEMENT, DIRECTLY OR INDIRECTLY ARISING OUT OF THE USE, GENERATION, MANUFACTURE, STORAGE, OR DISPOSAL OF HAZARDOUS SUBSTANCE ON, UNDER, OR ABOUT THE PROPERTY, SAVE AND EXCEPT THOSE ARISING OUT OF THE CITY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

ARTICLE VI **Default, Enforcement and Remedies**

Section 6.1. Events of Default. Occurrence of one or more of the following events will, at the sole election of the City, constitute an event of default ("Event of Default") under this Agreement:

(a) Owner shall default in the performance of any of its obligations under this Agreement or breaches any covenant, agreement, restriction, representation or warranty set forth herein, and such default remains uncured for a period of thirty (30) days after written notice thereof shall have been given by the City (or for an extended period approved by the City if the default or breach stated in such notice can be corrected, but not within such 30-day period, unless Owner does not commence such correction or commences such correction within such 30-day period but thereafter does not diligently pursue the same to completion within such extended period);

(b) Owner shall be adjudged bankrupt or insolvent, or a petition or proceeding for bankruptcy or for reorganization shall be filed against it and it shall admit the material allegations thereof, or an order, judgment or decree shall be entered approving such petition and such order, judgment or decree shall not be vacated or stayed within sixty (60) days of its entry or a receiver or trustee shall be appointed for the Owner or the Property, Land or any part thereof and remain in possession thereof for sixty (60) days;

(c) Owner shall sell or otherwise transfer the Property, in whole or in part (except leases of individual Units for a period not to exceed two (2) years and otherwise in accordance with this

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Agreement), without the prior written consent of the City which shall not be unreasonably withheld or delayed;

(d) Owner shall fail to notify the City of the occurrence of any casualty loss of the Property within 30 days from the occurrence; or

(e) Owner shall fail to restore Property or replace Property with similar items due to casualty within a time period approved by the City not to exceed two (2) years.

(f) Owner fails to lease up the Property to Qualified Tenants in accordance with Section 2.3 within 18 months of the date the Project is completed and available for occupancy.

(g) To the extent a default may be cured by Owner, the City agrees to accept a cure timely tendered by a limited partner of Owner.

Section 6.2. Remedies. Upon an occurrence of an Event of Default, the City, in its sole discretion may, (i) apply to any court having jurisdiction of the subject matter for specific performance of this Agreement, and/or for an injunction against any violation of this Agreement, for the appointment of a receiver to take over and operate the Property in accordance with the terms of this Agreement, or (ii) take any action authorized under Subchapter F of Chapter 10, Title 10 of the Texas Administrative, or (iii) take any and all action at law, in equity, or otherwise for such other relief as may be appropriate, it being acknowledged that the beneficiaries of Owner's obligations thereunder cannot be adequately compensated by monetary damages in the event of Owner's default. The City shall be entitled to its reasonable attorneys' fees in any such judicial action in which the City shall prevail. The City shall also be compensated for fees associated with additional compliance monitoring during corrective periods of non-compliance upon a default by Owner hereunder.

Section 6.3. Cumulative and Concurrent Remedies. Each right, power and remedy of the City provided for in this Agreement now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the City of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the City of any or all such other rights, powers or remedies.

Section 6.4. Enforcement and Remedies of Other Parties. The rent requirements set forth in Article III hereof, and the maintenance requirements under Section 6.7 hereof also shall inure to the benefit of, and may be judicially enforced against Owner by, affected Low Income Families, Very Low Income Families or Extremely Low Income Families. Any of the persons or entities described above shall be entitled to judicially enforce Sections 3.1, 3.2, 6.7 or provisions regarding discrimination against holders of rental vouchers in Section 4.2 of this Agreement in the same manner that the City may seek judicial enforcement in accordance with Sections 6.2 and 6.3, and any such party that prevails in any such judicial action shall be entitled to its reasonable attorneys' fees. Further, any deed, lease, conveyance or contract made in violation of this Agreement shall be void and may be set aside on petition of one or more of the parties to the Agreement, and all successors in interest, heirs, executors, administrators, or assigns, shall be deemed parties to this Agreement to the same effect as the original signer; and when any such

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conveyance or other instrument is set aside by decree of a court of competent jurisdiction, all costs and all expenses of such proceedings shall be taxed against the offending party or parties, and shall be declared by the court to constitute a lien against the real estate so wrongfully deeded, sold, leased, or conveyed, until paid, and such lien may be enforced in such manner as the court may order.

Section 6.5. Reliance Upon Information. In carrying out its obligations hereunder, Owner shall be entitled to rely upon information provided by the City with respect to (i) income limits applicable to Lower Income Individuals and Families, Very Low Income Families and Extremely Low Income Families, (ii) the method for calculating the incomes of such individuals and families and (iii) the maximum rents which may be charged to such individuals and families pursuant to Sections 3.1 and 3.2 hereof.

Section 6.6. Purchase Options, Rights of First Refusal, Preemptive Rights to Purchase. The City has the option to utilize purchase options, rights of first refusal or any other preemptive rights to purchase Property in accordance with 10 TAC §10.407, 24 CFR §92.503 and 24 CFR §92.252 in order to preserve the affordability requirements under Article II of this Agreement during the CDBG Affordability Period. Pursuant to Section 2306.185(f) of the State Act, Owner must provide written notice to the City at least 12 months before the date of any attempt to dispose of the Property or prepay any loan insured by the United States City of Housing and Urban Development to enable the City to attempt to locate a buyer who will conform to this LURA.

Section 6.7. Third Party Physical Needs Assessment. In accordance with Section 2306.186 of the State Act and the implementing regulations (10 TAC §10.404), beginning with the eleventh (11th) year after May 1, 2017, the date of the commitment to fund the Loan, Owner shall contract for a third party physical needs assessment at appropriate intervals that are consistent with first lien lender requirements. Owner shall submit the third-party needs assessment to the City as well as any response to the assessment, and repairs made in response, and information on any necessary changes to the required reserve based on the assessment within 30 days of completion of the Property Condition Assessment ("PCA"), as such term is defined in the implementing regulations. The City may complete the necessary repairs if Owner fails to do so and Owner shall pay for those repairs directly or through a reserve account. If the City is notified of health and safety violations in the report, the City may complete the repairs and pay for them through a reserve account. The City shall assess administrative penalties for Owner's failure to conduct the inspection, to make the identified repairs, or to otherwise comply with this section in an amount computed by multiplying \$200 by the number of dwelling units payable to the City. The Office of the Texas Attorney General will assist in the enforcement of this section and the collection of any administrative penalties assessed under this section.

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ARTICLE VII

Miscellaneous

Section 7.1. Amendments. This Agreement may not be amended or modified except by written instrument signed by Owner and the City, or their respective heirs, successors or assigns, which instrument shall not be effective until it is recorded in the Real Property Records of the county in which the Property is located.

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Section 7.2. Notices. All notices required or permitted to be given under this Agreement must be in writing. Notice will be deemed effective three (3) business days after deposit in the United States mail, postage prepaid, by certified mail, return receipt requested, and properly addressed to the party to be notified. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

The City of Texarkana: 221 E. 11th Street
P.O. Box 13941
Austin, Texas 78711-3941 220 Texas Blvd
P. O. Box 1967
Texarkana, Texas 75504
 Attention: Director of CDBG Program

with copy to: The City of Texarkana
221 E. 11th Street
P.O. Box 13941
Austin, Texas 78711-3941
Attention: Name Jo Thomason
Atchley, Russell, Waldrop & Hlavinka, LLP
1710 Moores Lane
Texarkana, Texas 75503

Owner: Ownership Name, LP
Address
City, TX 75XXX
Attention: Name Grimm Lofts, LLC

with copy to: Ownership Entity, LP
Address
City, Texas 75XXX

Any party may change its address for notice purposes by giving notice to the other parties in accordance with this Section 7.2.

Section 7.3. Entire Agreement. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof. There are no representations, oral or otherwise, other than those expressly set forth herein. Time is of the essence of this Agreement.

Section 7.4. Cooperation. Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the City which arise out of any of the matters relating to this Agreement, Owner shall cooperate fully by giving the City all pertinent information and reasonable assistance in the defense or other disposition thereof.

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Section 7.5. Choice of Law. In the event the enforceability or validity of any provision of this Agreement is challenged or questioned, such provision shall be governed by, and shall be construed in accordance with, the laws of the State of Texas or the federal laws, whichever may be applicable.

Section 7.6. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

Section 7.7. Binding Effect; Covenants Running with the Land. During the Term, this Agreement and the covenants, reservations and restrictions contained herein shall be deemed covenants running with the land for the benefit of the City and its successors, and shall pass to and be binding on Owner's heirs, assigns and successors in title to the Property, or if the Property shall not include title to land, but shall include a leasehold interest in land, this Agreement and the covenants, restrictions and reservations shall bind the leasehold interest as well as the Property and shall pass to and be binding upon all heirs, assigns and successors to such interests; provided, however, that upon expiration of the Term in accordance with the terms hereof said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. If a portion or portions of the Property are conveyed, all of such covenants, reservations and restrictions shall run to each portion of the Property. Owner, at its cost and expense, shall cause this Agreement to be duly recorded or filed and re-recorded or re-filed in such places, and shall pay or cause to be paid all recording, filing, or other taxes, fees and charges, and shall comply with all such statutes and regulations as may be required by law, in the opinion of qualified counsel, in order to establish, preserve and protect the ability of the City to enforce this Agreement.

Section 7.8. Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

Section 7.9. Section Titles. Section titles and the table of contents are for descriptive purposes only and shall not control or limit the meaning of this Agreement as set forth in the text.

Section 7.10. Change in Neighborhood. A substantial or radical change in the character of the neighborhood surrounding the Property will not extinguish the restrictive covenants of this Agreement. The restrictive covenants shall survive any and all changed circumstances, including but not limited to the following: housing pattern changes; zoning amendments; the issuance of variances affecting the immediate or surrounding area; increased traffic or road conditions; enhancement of the value of the Land or Property; growing industrial activity; encroachment of business areas; development of natural resources; financial downturn of the Owner; or commercialization of the neighborhood in question.

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Attachment: 2017-068 ATTH 09 HOME-CDBG LURA - City of Texarkana CDBG 108 DRAFT jt rvsd 170531 (1664 : 2017-068 RES Authorizing City

EXECUTED to be effective as of the date first written above.

OWNER:

GRIMM LOFTS, LLC ~~OWNERSHIP ENTITY NAME, LP~~, a Texas
limited ~~partnership~~ liability company

By: ~~GP ENTITY NAME, LLC, a Texas limited liability company, its
general partner~~

By: ~~Center for Housing Resources, Inc., a Texas nonprofit
corporation, its sole manager~~

By: _____
Name: _____

Mark Bouldin, Managing Member
Title: _____

THE STATE OF TEXAS §

COUNTY OF BOWIE §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared **Mark Bouldin**, the Managing Member of **Grimm Lofts, LLC**, a Texas limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited liability company, and that he executed the same as the act of such limited liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND this _____ day of _____, 2017.

Notary Public, State of Texas

By: _____
 Name: Jim Sari, Managing Member

THE STATE OF TEXAS §
 §
 COUNTY OF BOWIE §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared ~~NAME OF CONTACT PERSON~~ Jim Sari, ~~known to me to be,~~ the Managing Member of Chairman of the Board of Directors of Center for Housing Resources, Inc., a Texas nonprofit corporation, sole manager of XXX, LLC, a Texas limited liability company, general partner of OWNERSHIP ENTITY NAME, LP Grimm Lofts, LLC, a Texas limited partnership that executed the foregoing instrument, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said limited ~~partnership~~ liability company, and that ~~she~~ executed the same as the act of such limited ~~partnership~~ liability company for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND ~~AND SEAL OF OFFICE~~ this ____ day of _____, 2017~~6~~.

~~(Seal)~~—

 Notary Public, State of Texas

THE CITY OF TEXARKANA:

**THE CITY OF TEXARKANA, a local political
subdivision**

By: _____
 Name: John Whitson, City Manager

Duly authorized officer or representative

THE STATE OF TEXAS §
§
COUNTY OF BOWIE §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared John Whitson, the City Manager ~~CITY REP NAME, TITLE, duly authorized officer or representative~~ of **THE CITY OF TEXARKANA**, a local political subdivision.

GIVEN UNDER MY HAND ~~AND SEAL OF OFFICE~~ this _____ day of _____, 20167.

(Seal)

 Notary Public, State of Texas

PREPARED BY:**AFTER RECORDING RETURN TO:**

<u>Jo Thomason</u>	<u>Jo Thomason</u>
<u>Atchley, Russell, Waldrop & Hlavinka</u>	<u>Atchley, Russell, Waldrop & Hlavinka</u>
<u>1710 Moores Lane</u>	<u>1710 Moores Lane</u>
<u>P. O. Box 5517</u>	<u>P. O. Box 5517</u>
<u>Texarkana, Texas 75503</u>	<u>Texarkana, Texas 75503</u>

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EXHIBIT "A"

Legal description of land

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Attachment: 2017-068 ATTH 09 HOME-CDBG LURA - City of Texarkana CDBG 108 DRAFT jt rvsd 170531 (1664 : 2017-068 RES Authorizing City

Grim Hotel Roadmap to Redevelopment

Prepared for:
The City of Texarkana, TX

Prepared by:
Council of Development Finance Agencies

June 2015

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About the Roadmap to Redevelopment

The *Roadmap to Redevelopment* is a product of the [CDFA Brownfields Technical Assistance Program](#), which is funded through a grant from the U.S. Environmental Protection Agency. The program provides technical assistance to brownfields communities on redevelopment finance. For communities that require detailed, hands-on assistance for their redevelopment efforts, CDFA Brownfields Project Response Teams comprised of CDFA staff and technical assistance partners are available to conduct site visits and provide recommendations. The goal of these visits is to offer communities specific, actionable advice that can transform brownfields into economically-productive sites in accordance with the goals and plans of the community. CDFA will coordinate 36 Brownfields Project Response Teams over the life of the program.

The *Roadmap to Redevelopment* was developed through a three-day process that included interviews with numerous stakeholders from the government, business, and non-profit sectors. The Roadmap for Redevelopment provides a framework for the redevelopment of the Grim Hotel site in Texarkana, TX.

The plan's recommendations combine the input of development finance experts, CDFA staff, and the interests of stakeholder groups gathered during the Project Response Team site visit. The plan articulates six recommendations in order to better facilitate the redevelopment of the Grim Hotel site.

- I. Revising Tax Increment Financing Zone (TIRZ) #2
- II. Supporting a Downtown Special Assessment District
- III. Improving Development-Related Communication within the City
- IV. Encouraging Public Access at the Grim Hotel
- V. Exploring New Markets Tax Credits (NMTCS)
- VI. Planning for Downtown Corridor Improvements

In accepting the CDFA Project Response Team's assistance, the City of Texarkana has committed to making best efforts to consider and implement these recommendations. Likewise, CDFA will continue to provide the City with access to brownfields resources and assistance to move the project forward.

Background & History

Built in 1925, the Grim Hotel located at 301 North Stateline Ave is a downtown landmark in Texarkana.¹The building was designed by architects George Mann and Eugene Stern and named after William Rhodes Grim, a prominent businessman in Texarkana. The hotel stands eight stories tall with 250 rooms, and was constructed at a cost of \$600,000.²

The lobby features historic architectural details including stone walls and marble flooring. The first floor housed the hotel's café, the main dining room, and the famous Palm Court. The mezzanine held a beauty parlor, a barber shop, a coffee shop, a private dining room, and a drug store. A garden adorned the rooftop of the building and functioned for many years as an events space.

The Grim Hotel was reportedly the hot spot of Texarkana in the 1930's, hosting many parties and big-name jazz bands, and was well known for having illegal card games for high rollers. The building was historically significant to Texarkana's economic growth throughout the 1900's and is still culturally and architecturally significant today.³



¹ Grim Hotel Redevelopment. (2015). Retrieved from <http://ci.texarkana.tx.us/479/Hotel-Grim-Redevelopment>

² Abandoned Arkansas. (2015). Retrieved from <http://www.abandonedark.com/hotel-grim/>

³ Abandoned Arkansas. (2015). Retrieved from <http://www.abandonedark.com/hotel-grim/>

Grim Hotel

Roadmap to Redevelopment

Recommendations

Part I: Revising Tax Increment Financing Zone (TIRZ) #2

- i. Evaluate parcel-by-parcel performance of TIRZ district

The TIRZ 2 district has lost property value since the district's creation. To accurately determine where the value has been lost in the district, the City should have a comprehensive GIS analysis of the property database performed.

- ii. Outline new boundary for TIRZ based on analysis findings.

Based on the parcel value analysis above, the City should amend the TIRZ 2 boundary to remove properties that are contributing to the negative value of the TIRZ.

- iii. Amend current project plan

The current TIRZ 2 project plan should be updated to provide more specific cost categories and items, with a specific emphasis on likely Grim Hotel and other expected improvements.

- iv. Facilitate open communication

The City should facilitate open dialogue with the County, which is a partner in the TIRZ 2 district, when making these changes, in order to encourage collaboration regarding revitalization initiatives.

Part II: Supporting a Downtown Special Assessment District

- i. Educate downtown property owners about the benefits of a Municipal Management District (MMD) or Public Improvement District (PID) for downtown redevelopment

MMDs and PIDs enable property owners to contribute to redevelopment costs through special assessments. MMDs, which require creation through the legislature, are stronger vehicles that have grant-making and bond issuing authority.

- ii. Support the district creation process

The City should work with property owners to help with the petition and legislative processes to ensure the creation of the special assessment district. Downtown property owners will be encouraged to support a "self-tax" in order to pay for improvements that will directly benefit their district and increase property values.

Part III: Improving Development-Related Communication within the City

- i. Cultivate open lines of communication with Texarkana taxing jurisdictions

The City, County, and various school districts are all important to the economic development of Texarkana, TX. All of the relevant entities need to be able to work together and toward the same goals if the area is to grow effectively.

- ii. Facilitate communication between the City and property owners / developers

Downtown redevelopment in Texarkana, TX will largely be the result of public-private partnerships, at least for the foreseeable future. The City therefore needs to maintain open lines of communication with property owners and potential developers, which will help identify potential problems and opportunities.

- iii. Communicate with Texarkana, AR regarding efforts to further catalyze downtown development.

Economic development activity on one side of the State line has a direct impact on activity on the other side. Both cities should be united regarding efforts to revitalize the downtown area, specifically along State Line Ave.

Part IV: Encouraging Public Access at the Grim Hotel

- i. Work with Grim Hotel developer to accommodate community interest in access to building

Numerous citizens expressed a desire to be able to see the lobby and rooftop of a restored Grim Hotel. Considering the substantial public investment in the project, the City should work with the project developer to incorporate this public desire into the project plan. "Building access" could include making the lobby and rooftop commercial space, available for rentals, or other accommodations.

Part V: Exploring New Markets Tax Credits (NMTCs)

- i. Explore opportunity for NMTC investment in the Grim Hotel rehabilitation project

The current project plan is not eligible for NMTC investment. However, if a regional entity with available allocation and the developer are interested in a Grim Hotel project incorporating significant commercial space, then this outcome may be the best option for all parties.

- ii. Explore opportunities for NMTC investment in future Grim Hotel tenants

The Grim Hotel is located in a designated census tract, meaning that many of the future businesses renting the property will be eligible for the tax credits. The City should work to establish relationships with entities that receive tax credit allocations in order to assist these future tenants.

Part VI: Planning for Downtown Corridor Improvements

- i. Develop a plan using the Grim Hotel as a catalyst for additional downtown redevelopment

The Grim Hotel is viewed by nearly everyone in the City as the key to additional economic activity downtown. The City can play a critical role in spurring this development by making additional downtown improvements that will make the federal courthouse, Perot Theatre, and other recent projects feel connected and part of one, larger Texarkana corridor.

- ii. Increase downtown parking

Residents of the Grim Hotel will expect to park behind or very near the building, and the same is true for all destinations downtown. Narrowing the street and converting the parallel parking spaces to angled parking is recommended to increase the number of available spaces.

- iii. Transition to more two-way streets downtown

A two-way street system will benefit the area by calming traffic, improving walkability, and providing additional spaces for on-street parking.

- iv. Implement consistent street-scaping

Sidewalks, crosswalks, signage, and other street-scaping elements should be consistent and appealing throughout the corridor.

- v. Prioritize façade improvements

Citizens and tourists alike will be particularly interested in living, shopping, and working downtown if the building fronts appear well-maintained. The City should continue to encourage investments in these improvements.

Grim Hotel

Roadmap to Redevelopment

Additional Resources

As the City of Texarkana, TX works through the recommendations in this plan, the following resources may provide useful information.

CDFA Online Resource Database | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordsearch.html>

CDFA Brownfields Financing Toolkit | [http://www.cdfa.net/cdfa/cdfaweb.nsf/ord/201502_BF_Toolkit/\\$file/CDFA%20Brownfields%20Financing%20Toolkit%2002.02.15.pdf](http://www.cdfa.net/cdfa/cdfaweb.nsf/ord/201502_BF_Toolkit/$file/CDFA%20Brownfields%20Financing%20Toolkit%2002.02.15.pdf)

Revolving Loan Fund Basics | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=irlf14-phelps.html>

Tax Increment Financing | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=preso-nmi-localinitiatives-0614.html>

Infrastructure Funds & Financing for Revitalization | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=cafr14-infrastuctureandrevitalization.html>

A Tool Box for Texas Cities | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=CalderonOverviewTEDC2008.html>

Combining and Leveraging TIF with Other Tools | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=ads11-smith.html>

Acknowledgements

A Project Response Team site visit requires a significant commitment of time and resources. The authors would like to recognize the commitments of many individuals throughout this process. Firstly, the authors would like to thank the following individuals and organizations for their involvement:

Individuals

Holden Fleming
Adra Hallford
Billy Harrell
Heather L. Ochoa
David Orr
Daphnea Ryan
Jim Sari
Jerry Sparks
Lisa Thompson
Shawna L. Watkins
John Whitson

Organizations

City of Texarkana, TX
City of Texarkana Fire Department
Downtown property owners & community members
Grim Hotel Citizen Work Team
Pecan Point Brewing Company
Perot Theatre
Main Street Texarkana
Texarkana Museum System
Texarkana City Council
Texarkana Chamber of Commerce
The Texarkana Regional Arts & Humanities Council

About the Authors

The *Roadmap to Redevelopment Plan* was authored by the Council of Development Finance Agencies (CDFA), a national association dedicated to the advancement of development finance concerns and interests. Learn more about CDFA at www.cdfa.net.

The CDFA project team consisted of the following individuals:

Jason Rittenberg, Director, Research & Advisory Services
Emily Moser, Program Manager
Jakob Dyck, Program Coordinator

CDFA was advised during the Brownfields Project Response Team site visit by a team of technical assistance advisors:

Bill Calderon, Consultant, Hawes Hill Calderon LLP
Jerry Harris, Partner, Husch Blackwell LLP



The Council of Development Finance Agencies is a national association dedicated to the advancement of development finance concerns and interests. CDFA is comprised of the nation's leading and most knowledgeable members of the development finance community representing public, private and non-profit entities alike. For more information about CDFA, visit www.cdfa.net or e-mail info@cdfa.net.

Toby Rittner, President & CEO
Council of Development Finance Agencies
100 E Broad Street, Suite 1200
Columbus, OH 42315

The information contained within is intended to provide accurate and authoritative information. The authors are not herein engaged in rendering legal, accounting, or other professional services, nor do they intend that the material included herein be relied upon to the exclusion of outside counsel. Those seeking to conduct complex financial deals using the tools mentioned are encouraged to see the advice of a skilled legal/consulting professional.

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City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ 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:

Revitalization of downtown Texarkana

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:

RESOLUTION NO. 2017 - 068

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER
TO ENTER INTO LOAN AGREEMENTS WITH GRIMM LOFTS,
LLC FOR THE PURPOSE OF REDEVELOPING THE GRIM
HOTEL; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City Council of the City of Texarkana, Texas, (the “City”) has been apprised of the redevelopment plans for the Hotel Grim into a mixed use development in downtown Texarkana; and

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

WHEREAS, the City acknowledges the historical and economic significance of the Hotel Grim to the City, and is in support of the redevelopment of the property as residential apartments and commercial space; and

WHEREAS, in June 2015, Texarkana was selected as one of four cities nationwide for a site visit from the Council of Development Finance Agencies (CDFA). A Project Response Team comprised of CDFA staff and technical assistance partners provided expert advice and recommended a redevelopment strategy detailed in the report titled Grim Hotel: Roadmap to Redevelopment. The visit was made possible through CDFA’s Brownfields Technical Assistance Program, funded by the U.S. Environmental Protection Agency; and

WHEREAS, in July 2016, the Grimm Lofts, LLC was officially formed by Jim Sari, a developer of historic properties, and an EPA Brownfields Revolving Loan Fund Application was submitted for cleanup funds; and

WHEREAS, on January 30, 2017, the City received approval from the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance in the amount of \$1,429,000 for the Hotel Grim Lofts Project; and

WHEREAS, on May 24, 2017, the development team for the Hotel Grim Lofts announced plans to purchase additional properties for redevelopment in downtown Texarkana. The new properties will add additional market rate apartment units and office space. The plan includes purchasing property at 301 Pine St. that will include approximately 20 market rate residential apartments and purchasing property at 317 North State Line Avenue for conversion to renovated office space; and

WHEREAS, Mr. Sari submitted applications for state and federal historic preservation tax credits to the Texas Historical Commission and the National Park Service to be used for the redevelopment of the Hotel Grim; and

WHEREAS, the City supported the applications for state and federal historic preservation tax credits and intends to commit project funding in the form of a CDBG Section 108 Loan, EPA Revolving Loan, and the City’s Housing Fund; and

WHEREAS, the City finds and determines that it is in the best interests of the City to authorize the City Manager to enter into loan agreements with the Grimm Lofts, LLC to be used for the redevelopment of the Hotel Grim into residential apartments and commercial space.

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

SECTION 1: That the City Manager is authorized to enter into loan agreements with the Grimm Lofts, LLC to be used for the redevelopment of the Hotel Grim into residential apartments and commercial space.

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 **26th day of June, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Guaranty Agreement

This GUARANTY AGREEMENT (this "**Guaranty**") is made as of the ____ day of _____, 2017, by Mark Bouldin and Jim Sari (collectively, "**Guarantors**", and each, from time to time, a "**Guarantor**"), in favor of the City of Texarkana, Texas, a home-ruled municipal corporation (together with its successors and assigns, "**Lender**").

WITNESSETH:

WHEREAS, Grimm Lofts, LLC, a Texas limited liability company, ("**Borrower**") has requested that Lender make a loan (the "**Loan**") to Borrower, which Loan is evidenced by that certain Promissory Note, dated as of the date hereof, in the original principal amount of Six Hundred and Fifty Thousand Dollars and No Cents (\$650,000.00) made by Borrower to the order of Lender (as the same may from time to time be amended, supplemented, restated or otherwise modified, the "**Note**"), and that certain Brownsfield Revolving Loan Fund Loan Agreement, dated as of the date hereof, between Borrower and Lender (as the same may from time to time be amended, supplemented, restated or otherwise modified, the "**Loan Agreement**");

WHEREAS, as a condition precedent to making the Loan, Lender has required that Guarantors execute and deliver this Guaranty to Lender; and

WHEREAS, any capitalized term used and not defined in this Guaranty shall have the meaning given to such term in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in order to induce Lender to make the Loan to Borrower, Guarantors hereby jointly and severally agree as follows:

Section 1. Guaranteed Obligations.

Guarantors hereby jointly and severally, and unconditionally and irrevocably guarantee to Lender (a) the punctual payment when due, whether by lapse of time, by acceleration of maturity, or otherwise, of all principal, interest (including without limitation, interest accruing after the commencement of any bankruptcy or insolvency proceeding by or against Borrower, whether or not allowed in such proceeding), prepayment premiums, fees, late charges, costs, expenses, indemnification indebtedness, and other sums of money now or hereafter due and owing, or which Borrower is obligated to pay, pursuant to the terms of the Note, the Loan Agreement, the Mortgage, any of the other Loan Documents, any application, agreement, note or other document executed and delivered in connection with the Loan, as the same may from time to time be amended, supplemented, restated or otherwise modified (collectively, the "**Indebtedness**"), including, without limitation, the Indebtedness currently outstanding, the Indebtedness arising subsequent to the date hereof, and any and all Advances under the Loan Agreement.

Section 2. Primary Liability of Guarantors.

(a) This Guaranty is a continuing guaranty of the Guaranteed Obligations, and is an absolute, irrevocable and unconditional guaranty of payment and performance, and each Guarantor shall be liable for the payment and performance of the Guaranteed Obligations as a primary obligor. The obligations of Guarantors under this Guaranty shall not be subject to any counterclaim, set-off, abatement, deferment, or defense based upon any claim that any Guarantor may have against Lender, Borrower or any other Person (other than the satisfaction of the Guaranteed Obligations by Borrower or Guarantors), and any notice of directive given by any Guarantor to Lender that is inconsistent with the foregoing shall be null and void, and may be ignored by Lender, and, in addition, may not be pleaded or introduced as evidence in any litigation relating to this

Guaranty (without the prior written consent of Lender) for the reason that such pleading or introduction would be at variance with the written terms of this Guaranty.

(b) This Guaranty shall be effective as a waiver of, and Guarantors hereby expressly waive, any right that Guarantors may otherwise have been entitled, whether existing under statute, at Law or in equity, to require Lender to take prior recourse or proceedings against any collateral, security or Person. It shall not be necessary for Lender, in order to enforce such payment or performance by Guarantors, first to institute suit or pursue or exhaust any rights or remedies against Borrower or other Person liable on such indebtedness or for such performance, or to enforce any rights against any security given to secure such indebtedness or performance, or to join Borrower or any other Person liable for the payment or performance of the Guaranteed Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining payment or performance of the Guaranteed Obligations; provided, however, that nothing herein contained shall prevent Lender from suing on the Note or foreclosing the Mortgage or exercising any other right under the Loan Documents.

(c) Suit may be brought or demand may be made against Borrower or against any or all parties who have signed this Guaranty or any other guaranty covering all or any part of the Guaranteed Obligations, or against any one or more of them, separately or together, without impairing the rights of Lender against any party hereto.

(d) Guarantors hereby agree to indemnify Lender against loss, cost or expense incurred by Lender caused by the Borrower asserting any defense to its obligations under the Loan Agreement and/or any one or more of the Loan Documents or the assertion by any Guarantor of any defense to such Guarantor's obligations under this Guaranty. Guarantors (i) waive any right or claim of right to cause a marshalling of the Borrower's assets or to cause Lender to proceed against any of the security for the Note or for the obligations guaranteed hereby before proceeding against any Guarantor or to proceed against Guarantors in any particular order; (ii) agree that any payments required to be made by Guarantors under this Guaranty shall become due on demand in accordance with the terms hereof and in the Loan Agreement, the Note, and/or the Mortgage and without presentment of the Note to Borrower, demand for payment or protest thereof, or notice of non-payment or protest thereof, but subject to any applicable notice and cure periods provided in the Loan Documents; and (iii) waive and relinquish all rights and remedies afforded by applicable law to guarantors except any rights of subrogation that Guarantors may have; provided, that the guaranty provided for under this Guaranty shall neither be contingent upon the existence of any such rights of subrogation nor subject to any claims or defenses whatsoever which may be asserted in connection with the enforcement or attempted enforcement of such subrogation rights including, without limitation, any claim that such subrogation rights were abrogated by any acts of Lender. Guarantors hereby agree to postpone the exercise of any and all rights of subrogation to Lender's rights against Borrower or Guarantors and any rights of subrogation to any collateral securing the Loan and/or the obligations under the Loan Agreement and/or any one or more of the Loan Documents until the Loan shall have been paid in full.

Section 3. Certain Agreements and Waivers by Guarantors.

(a) Guarantors agree that neither Lender's rights or remedies nor Guarantors' obligations under the terms of this Guaranty shall be released, diminished, impaired, reduced or affected by any one or more of the following events, actions, facts, or circumstances, and the liability of Guarantors under this Guaranty shall be absolute, unconditional and irrevocable irrespective of:

- (i) the attempt or absence of any attempt by Lender to obtain payment or performance by Borrower or Guarantors (or any Guarantor) (this being a guaranty of payment and performance and not merely of collection);
- (ii) any limitation on the liability of, or recourse against, any other Person in any Loan Document or arising under any Law;

(iii) any claim or defense that this Guaranty was made without consideration or is not supported by adequate consideration or that the obligations of Guarantors under this Guaranty exceed or are more burdensome than those of Borrower under the other Loan Documents;

(iv) the release or taking or accepting of any other security or guaranty for, or right of recourse with respect to, any or all of the Guaranteed Obligations;

(v) the operation of any statutes of limitation or other Laws regarding the limitation of actions, all of which are hereby waived as a defense to any action or proceeding brought by Lender against Guarantors (or any Guarantor), to the fullest extent permitted by Law;

(vi) any exemption or the benefit of all other provisions of Law that are waivable under applicable Law;

(vii) any release, surrender, abandonment, exchange, alteration, sale or other disposition, subordination, deterioration, waste, failure to protect or preserve, impairment, or loss of, or any failure to create or perfect any lien or security interest with respect to, or any other dealings with, any collateral or security at any time existing or purported, believed or expected to exist in connection with any or all of the Guaranteed Obligations, or any impairment of Guarantors' recourse against any Person or collateral, or the acceptance by Lender of any additional security for the Loan;

(viii) whether express or by operation of Law, any partial release of the liability of Guarantor under this Guaranty (except to the extent expressly so released) or any complete or partial release of Borrower or any other Person liable, directly or indirectly, for the payment or performance of any or all of the Guaranteed Obligations;

(ix) the death, insolvency, bankruptcy, disability, dissolution, liquidation, termination, receivership, reorganization, merger, consolidation, change of form, structure or ownership, sale of all assets, or lack of corporate, partnership or other power of Borrower, Guarantors (or any Guarantor), or any other Person at any time liable for the payment or performance of any or all of the Guaranteed Obligations, or the failure by Lender to file or enforce a claim against the estate of Borrower, such Guarantor(s), or such other Person;

(x) either with or without notice to or consent of Guarantors, any renewal, extension, modification, supplement, subordination or rearrangement of the terms of any or all of the Guaranteed Obligations and/or any of the Loan Documents, including without limitation material alterations of the terms of payment (including changes in maturity date(s) and interest rate(s)) or performance (including changes with respect to the construction of the Improvements) or any other terms thereof, or any waiver, termination, or release of, or consent to departure from, any of the Loan Documents or any other guaranty of any or all of the Guaranteed Obligations, or any adjustment, indulgence, forbearance, or compromise that may be granted from time to time by Lender to Borrower or any other Person at any time liable for the payment or performance of any or all of the Guaranteed Obligations, or the making of additional loans to Borrower;

(xi) any neglect, lack of diligence, delay, omission, failure, or refusal of Lender to take or prosecute (or in taking or prosecuting) any action for the collection or enforcement of any of the Guaranteed Obligations, or to foreclose or take or prosecute any action to foreclose (or in foreclosing or taking or prosecuting any action to foreclose) upon any security therefor, or to exercise (or in exercising) any other right or power with respect to any security therefor, or to take or prosecute (or in taking or prosecuting) any action in connection with any Loan Document, or any failure to sell or otherwise dispose of in a commercially reasonable manner any collateral securing any or all of the Guaranteed Obligations;

(xii) any failure of Lender to notify Guarantors (or any Guarantor) of any creation, renewal, extension, rearrangement, modification, supplement, subordination, or assignment of the Guaranteed Obligations or any part thereof, or of any Loan Document, or of any release of or change in any security, or of the

occurrence or existence of any Default or Event of Default, or of any other action taken or refrained from being taken by Lender against Borrower or any security or other recourse, or of any new agreement between Lender and Borrower, it being understood that Lender shall not be required to give Guarantors (or any Guarantor) any notice of any kind under any circumstances with respect to or in connection with the Guaranteed Obligations, any and all rights to notice Guarantors may have otherwise had being hereby waived by Guarantors, and each Guarantor shall be responsible for obtaining information for itself regarding Borrower, including any changes in the business or financial condition of Borrower, and Guarantors acknowledge and agree that Lender shall have no duty to notify Guarantors (or any Guarantor) of any information which Lender may have concerning Borrower;

(xiii) the existence of any claim, counterclaim, set off or other right that Guarantors (or any Guarantor) may at any time have against Borrower, Lender, or any other Person, whether or not arising in connection with this Guaranty, the Note, the Loan Agreement, or any other Loan Document;

(xiv) the unenforceability of all or any part of the Guaranteed Obligations against Borrower, whether because the Guaranteed Obligations exceed the amount permitted by Law or violate any usury law, or because the Persons creating the Guaranteed Obligations acted in excess of their authority, or because of a lack of validity or enforceability of or defect or deficiency in any of the Loan Documents, or because Borrower has any valid defense, claim or offset with respect thereto, or because Borrower's obligation ceases to exist by operation of Law, or because of any other reason or circumstance, it being agreed that Guarantors shall remain liable under this Guaranty regardless of whether Borrower or any other Person is found not liable on the Guaranteed Obligations, or any part thereof, for any reason (and regardless of any joinder of Borrower or any other party in any action to obtain payment or performance of any or all of the Guaranteed Obligations);

(xv) any order, ruling or plan of reorganization emanating from proceedings under Title 11 of the United States Code (the "**Bankruptcy Code**") with respect to Borrower or any other Person, including any extension, reduction, composition, or other alteration of the Guaranteed Obligations, whether or not consented to by Lender, or any action taken or omitted by Lender in any such proceedings, including any election to have Lender's claim allowed as being secured, partially secured or unsecured, any extension of credit by Lender in any such proceedings or the taking and holding by Lender of any security for any such extension of credit, the foregoing to include, (A) any election by Lender under Section 1111(b)(2) of the Bankruptcy Code, (B) any borrowing or grant of a security interest by Borrower as debtor-in-possession under Section 364 of the Bankruptcy Code, (C) the inability of Lender to enforce the Loan against Borrower by application of the automatic stay provisions of Section 362 of the Bankruptcy Code, or (D) the disallowance, under Section 502 of the Bankruptcy Code, of all or any portion of Lender's claim(s) against Borrower for repayment of the Loan;

(xvi) all suretyship defenses and defenses in the nature hereof, which require the Lender to institute suit against the Borrower and all other parties to the Loan as a condition to Guarantors' (or any Guarantor's) liability, any other condition, event, omission, action that would in the absence of this paragraph result in the release or discharge of Guarantors (or any Guarantor) from the performance or observance of any obligation, covenant or agreement contained in this Guaranty or any other agreement;

(xvii) any merger or consolidation of Borrower into or with any other entity, or any sale, lease or transfer of any of the assets of Borrower or Guarantors (or any Guarantor) to any other Person;

(xviii) any change in the ownership of Borrower, or any change in the relationship between Borrower and Guarantors (or any Guarantor), or any termination of any such relationship;

(xix) any early termination of any of the Guaranteed Obligations;

(xx) Lender's enforcement or forbearance from enforcement of the Guaranteed Obligations; or

(xxi) any liability, irregularity or unenforceability in whole or in part, or any confirmation, instrument or agreement required thereunder or related thereto, or any transaction entered into thereunder, or any limitation on the liability of Borrower thereunder or any limitation on the method or terms of payment thereunder which may now or hereafter be caused or imposed in any manner whatsoever.

(b) In the event any payment by Borrower or any other Person to Lender is held to constitute a preference, fraudulent transfer or other voidable payment under any bankruptcy, insolvency or similar Law, or if for any other reason Lender is required to refund such payment or pay the amount thereof to any other party, such payment by Borrower or any other party to Lender shall not constitute a release of Guarantors from any liability under this Guaranty, and this Guaranty shall continue to be effective or shall be reinstated (notwithstanding any prior release, surrender or discharge by Lender of this Guaranty or of Guarantors), as the case may be, and this Guaranty shall apply to, any and all amounts so refunded by Lender or paid by Lender to another Person (which amounts shall constitute part of the Guaranteed Obligations), and any interest paid by Lender and any attorneys' fees, costs and expenses paid or incurred by Lender in connection with any such event.

(c) It is the intent of Guarantors and Lender that the obligations and liabilities of Guarantors under this Guaranty are absolute, irrevocable and unconditional under any and all circumstances and that until the Guaranteed Obligations are fully and finally paid and performed, and not subject to refund or disgorgement, the obligations and liabilities of Guarantors under this Guaranty shall not be discharged or released, in whole or in part, by any act or occurrence that might, but for the provisions of this Guaranty, be deemed a legal or equitable discharge or release of a guarantor.

(d) If acceleration of the time for payment of any amount payable by Borrower under the Note, the Loan Agreement, any other Loan Document is stayed or delayed by any Law or tribunal, all such amounts shall nonetheless be payable by Guarantors on demand by Lender.

Section 4. Subordination.

If, for any reason whatsoever, Borrower is now or hereafter becomes indebted to Guarantors (or any Guarantor):

(a) Such indebtedness and all interest thereon and all liens, security interests and rights now or hereafter existing with respect to property of Borrower securing such indebtedness shall, at all times, be subordinate in all respects to the Guaranteed Obligations and to all liens, security interests and rights now or hereafter existing to secure the Guaranteed Obligations.

(b) Guarantors (or such Guarantor) shall not be entitled to enforce or receive payment of, directly or indirectly, any such indebtedness of Borrower to Guarantors (or such Guarantor) until the Guaranteed Obligations have been fully and finally paid and performed; provided, however, that so long as no Default shall have occurred and is continuing, Guarantors (or such Guarantor) shall not be prohibited from receiving such (i) reasonable management fees or reasonable salary from Borrower as Lender may approve from time to time in its reasonable discretion and (ii) distributions from Borrower in an amount equal to any income taxes imposed on Guarantor that are attributable to Borrower's income from the Property.

(c) Each Guarantor hereby assigns and grants to Lender a security interest in all such indebtedness and security therefor, if any, of Borrower to such Guarantor now existing or hereafter arising, including any dividends and payments pursuant to debtor relief or insolvency proceedings referred to below. In the event of receivership, bankruptcy, reorganization, arrangement or other debtor relief or insolvency proceedings involving Borrower as debtor, Lender shall have the right to prove its claim in any such proceeding so as to establish Lender's rights under this Guaranty and shall have the right to receive directly from the receiver, trustee or other custodian (whether or not an Event of Default shall have occurred or be continuing under any of the Loan Documents), dividends and payments that are payable upon any obligation of Borrower to such Guarantor now existing or hereafter arising, and to have all benefits of any security therefor, until the Guaranteed Obligations have been fully and finally paid and performed. If, notwithstanding the foregoing

provisions, such Guarantor should receive any payment, claim or distribution that is prohibited as provided above in this Section 4, such Guarantor shall pay the same to Lender immediately, such Guarantor hereby agreeing that it shall receive the payment, claim or distribution in trust for Lender and shall have absolutely no dominion over the same except to pay it immediately to Lender.

(d) Guarantors shall promptly upon request of Lender from time to time execute such documents and perform such acts as Lender may reasonably require to evidence and perfect its interest and to permit or facilitate exercise of its rights under this Section 4, including execution and delivery of proofs of claim, further assignments and security agreements, and delivery to Lender of any promissory notes or other instruments evidencing indebtedness of Borrower to Guarantors (or any Guarantor). If Guarantor(s) fail to take any such action, Lender, as attorney-in-fact for Guarantor(s), is hereby authorized to do so in the name of Guarantor(s). The foregoing power of attorney is coupled with an interest and cannot be revoked. All promissory notes, accounts receivable ledgers or other evidences, now or hereafter held by Guarantors (or any Guarantor) of obligations of Borrower to Guarantors (or such Guarantor) shall contain a specific written notice thereon that the indebtedness evidenced thereby is subordinated under and is subject to the terms of this Guaranty.

Section 5. Other Liability of Guarantors or Borrower.

If Guarantors are or become (or if any Guarantor is or becomes) liable, by endorsement or otherwise, for any indebtedness owing by Borrower to Lender other than under this Guaranty, such liability shall not be in any manner impaired or affected hereby, and the rights of Lender under this Guaranty shall be cumulative of any and all other rights that Lender may have against Guarantors (or such Guarantor). If Borrower is or becomes indebted to Lender for any indebtedness other than or in excess of the Guaranteed Obligations, any payment received or recovery realized upon such other indebtedness of Borrower to Lender may be applied to such other indebtedness. This Guaranty is independent of (and shall not be limited by) any other guaranty now existing or hereafter given. Further, Guarantors' (and each Guarantor's) liability under this Guaranty is in addition to any and all other liability Guarantors (or such Guarantor) may have in any other capacity, including, if applicable, its capacity as a general partner.

Section 6. Binding Effect; Joint and Several Liability.

This Guaranty is binding not only on Guarantors, but also on each Guarantor's heirs, personal representatives, successors and assigns. Upon the death of a Guarantor, if such Guarantor is a natural person, this Guaranty shall continue against such Guarantor's estate as to all of the Guaranteed Obligations, including that portion incurred or arising after the death of such Guarantor and shall be provable in full against such Guarantor's estate, whether or not the Guaranteed Obligations are then due and payable. If this Guaranty is signed by more than one Person, then all of the obligations of Guarantors arising under this Guaranty shall be jointly and severally binding on each of the undersigned, and their respective heirs, personal representatives, successors and assigns, and the term "**Guarantor**" shall mean all of such Persons and each of them individually.

Section 7. Governing Law.

The validity, enforcement, and interpretation of this Guaranty, shall for all purposes be governed by and construed in accordance with the laws of the State of Texas and applicable United States federal law, and is intended to be performed in accordance with, and only to the extent permitted by, such laws. All obligations of Guarantors under this Guaranty are payable and performable at the place or places where the Guaranteed Obligations are payable and performable.

Section 8. Invalidity of Certain Provisions.

If any provision of this Guaranty or the application thereof to any Person or circumstance shall, for any reason and to any extent, be declared to be invalid or unenforceable, neither the remaining provisions of this Guaranty nor the application of such provision to any other Person or circumstance shall be affected thereby, and the

remaining provisions of this Guaranty, or the applicability of such provision to other Persons or circumstances, as applicable, shall remain in effect and be enforceable to the maximum extent permitted by applicable Law.

Section 9. Costs and Expenses of Enforcement.

Guarantors agree to pay to Lender on demand all costs and expenses incurred by Lender in seeking to enforce Lender's rights and remedies against the Borrower or against any Guarantor under this Guaranty, including court costs and attorneys' fees, whether or not suit is filed hereon. All such costs and expenses incurred by Lender shall constitute a portion of the Guaranteed Obligations under this Guaranty, shall be subject to the provisions hereof with respect to the Guaranteed Obligations and shall be payable by Guarantors on demand by Lender.

Section 10. No Usury.

It is not the intention of Lender or Guarantors to obligate Guarantors to pay interest in excess of what is lawfully permitted to be paid by Guarantors under applicable Law. Should it be determined that any portion of the Guaranteed Obligations or any other amount payable by Guarantors under this Guaranty constitutes interest in excess of the maximum amount of interest that Guarantors (or any Guarantor), in Guarantors' (or such Guarantor's) capacity as guarantor, may lawfully be required to pay under applicable Law, the obligation of Guarantors (or such Guarantor) to pay such interest shall automatically be limited to the payment thereof in the maximum amount so permitted under applicable Law. The provisions of this Section 10 shall override and control all other provisions of this Guaranty and of any other agreement between Guarantors (or any Guarantor) and Lender.

Section 11. Representations, Warranties, and Covenants of Guarantor.

Until the Guaranteed Obligations are paid and performed in full and each and every term, covenant and condition of this Guaranty is fully performed, Guarantors hereby represent, warrant, and covenant that: (a) each Guarantor has a direct or indirect financial interest in Borrower and will derive a material and substantial benefit, directly or indirectly, from the making of the Loan to Borrower and from the making of this Guaranty by Guarantor; (b) this Guaranty is duly authorized and valid, and is binding upon and enforceable against each Guarantor. Guarantors' representations, warranties and covenants are a material inducement to Lender to enter into the other Loan Documents and shall survive the execution hereof and any bankruptcy, foreclosure, transfer of security or other event affecting Borrower, Guarantors (or any Guarantor), any other party, or any security for all or any part of the Guaranteed Obligations.

Section 12. Notices.

All notices, requests, consents, demands and other communications required or which any party desires to give under this Guaranty shall be in writing and, shall be deemed sufficiently given or furnished if delivered by personal delivery, by nationally recognized overnight courier service, or by certified United States mail, postage prepaid, addressed to the party to whom directed at the addresses set forth in Exhibit A attached hereto (unless changed by similar notice in writing given by the particular party whose address is to be changed) or by electronic mail or facsimile, as set forth in Exhibit A attached hereto. Any such notice or communication shall be deemed to have been given either at the time of personal delivery or, in the case of courier or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of electronic mail or facsimile, upon receipt; provided that service of a notice required by any applicable statute shall be considered complete when the requirements of that statute are met. Notwithstanding the foregoing, no notice of change of address shall be effective except upon actual receipt. This Section 12 shall not be construed in any way to affect or impair any waiver of notice or demand provided in this Guaranty or in any other Loan Document or to require giving of notice or demand to or upon any Person in any situation or for any reason.

Section 13. Cumulative Rights.

All of the rights and remedies of Lender under this Guaranty and the other Loan Documents are cumulative of each other and of any and all other rights at law or in equity, and the exercise by Lender of any one or more of

such rights and remedies shall not preclude the simultaneous or later exercise by Lender of any or all such other rights and remedies. No single or partial exercise of any right or remedy shall exhaust it or preclude any other or further exercise thereof, and every right and remedy may be exercised at any time and from time to time. No failure by Lender to exercise, nor delay in exercising, any right or remedy shall operate as a waiver of such right or remedy or as a waiver of any Event of Default. No notice to or demand on Guarantor in any case shall of itself entitle Guarantors (or any Guarantor) to any other or further notice or demand in similar or other circumstances. No provision of this Guaranty or any right or remedy of Lender with respect hereto, or any default or breach, can be waived, nor can this Guaranty or Guarantors (or any Guarantor) be released or discharged in any way or to any extent, except specifically in each case by a writing intended for that purpose (and which refers specifically to this Guaranty) executed and delivered by Lender to Guarantors (or such Guarantor).

Section 14. Term of Guaranty.

This Guaranty shall continue in effect until all the Guaranteed Obligations and all of the obligations of Guarantors to Lender under this Guaranty are fully and finally paid, performed and discharged and are not subject to any bankruptcy preference period or any other disgorgement.

Section 15. Subrogation.

Guarantor shall not have any right of subrogation under any of the Loan Documents or any right to participate in any security for the Guaranteed Obligations or any right to reimbursement, exoneration, contribution, indemnification or any similar rights, until the Guaranteed Obligations have been fully and finally paid, performed and discharged, and Guarantor hereby waives all of such rights.

Section 16. Time of Essence.

Time shall be of the essence in this Guaranty with respect to all of Guarantors' obligations under this Guaranty.

Section 17. Entire Agreement; Counterparts; Construction.

This Guaranty embodies the entire agreement between Lender and Guarantors and with respect to the guaranty by Guarantors of the Guaranteed Obligations. This Guaranty supersedes all prior agreements and understandings, if any, with respect to the guaranty by Guarantors of the Guaranteed Obligations. This Guaranty shall be effective upon execution by Guarantors and delivery to Lender. This Guaranty may not be modified, amended or superseded except in a writing signed by Lender and Guarantors referencing this Guaranty by its date and specifically identifying the portions hereof that are to be modified, amended or superseded. As used herein, the words "include" and "including" shall be interpreted as if followed by the words "without limitation."

Section 18. WAIVER OF JURY TRIAL.

WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY "DISPUTE" (FOR PURPOSES OF THIS SECTION, AS DEFINED ABOVE) AS SET FORTH IN THIS GUARANTY, TO THE EXTENT ANY "DISPUTE" IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION NOT TO BE ARBITRABLE OR REQUIRED TO BE ARBITRATED, GUARANTOR AND LENDER EACH WAIVE TRIAL BY JURY WITH RESPECT TO ANY SUCH "DISPUTE" AND ANY ACTION ON SUCH "DISPUTE." THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY EACH GUARANTOR AND LENDER, AND GUARANTORS AND LENDER EACH HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. GUARANTORS AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. EACH GUARANTOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS GUARANTY AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO

BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED BY SUCH GUARANTOR'S OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

Section 19. Separate Indemnity.

Each Guarantor acknowledges and agrees that Lender's rights (and such Guarantor's obligations) under this Guaranty shall be in addition to all of Lender's rights (and all of Guarantor's obligations) under any indemnity agreement or other guaranty executed and delivered to Lender by the Borrower and/or any Guarantor, and payments by any Guarantor under this Guaranty shall not reduce any of such Guarantor's obligations and liabilities under any other indemnity agreement or other guaranty. The obligations under this Guaranty hereunder shall terminate upon the full repayment of all sums due under the Loan Agreement, the Note and the other Loan Documents.

Section 20. Counterparts.

If this Guaranty is to be executed by more than one Person, then it may be executed in one or more counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, Guarantors have duly executed this Guaranty under seal as of the date first written above.

Mark Bouldin, Individually

Jim Sari, Individually

Exhibit A

Addresses for Notices

PROMISSORY NOTE**("Promissory Note")**

\$650,000.00

Date: _____
Texarkana, Bowie County, Texas

FOR VALUE RECEIVED, the undersigned (and each of the undersigned), as principals, unconditionally and jointly and severally promise to pay to the order of the **City of Texarkana, Texas**, with an address of P.O. Box 1967, Texarkana, Texas 75505 at payee's office in the City of Texarkana, Bowie County, Texas, the principal sum of Six Hundred and Fifty Thousand and no/100 dollars (\$650,000.00), in legal and lawful money of the United States of America, together with interest (on the principal balance outstanding hereunder from time to time) as provided herein, payable as provided herein. All payments hereon shall be credited first to interest and then to principal; and any prepayments of principal shall first be applied to reduce the payments scheduled to be paid latest.

Interest rate of the loan shall utilize the 10-year Treasury Rate, currently 1.7%, adjustable every 5 years, as a non-assumable loan. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-eighty (180) months following the execution of this Note. Prior to the ultimate due date, the principal and interest on this Note are payable as follows: In one hundred-eighty (180) monthly payments of principal and interest in the amount of **\$4,093.62** each, the first such installment being due and payable on or before the first day of the month following the execution of this Note, and a similar installment being due and payable on or before the same day of each succeeding month thereafter until all principal and interest are fully paid; EXCEPT THAT the final installment will be for the balance of principal and interest then owing, whether more or less than the regular installments.

If not paid when due or declared due, matured and unpaid interest and principal (including as principal all additional amounts payable to the owner hereof as expenses or advancements agreed to be paid hereunder or under any agreement or instrument securing, guaranteeing or supplementing this Note) shall bear interest from the date of maturity until paid at the maximum rate allowed by law.

It is expressly provided that upon default in the punctual payment of this Note or any part thereof, principal or interest, as the same shall become due and payable, or default or breach by any maker hereof of any obligation of such maker to the owner hereof, or failure to perform any terms of any instrument securing, guaranteeing, or supplementing this Note, this Note and the entire indebtedness secured or guaranteed by any such instrument, exclusive of unearned interest, shall be matured, at the option of the owner, without demand or notice. If at any time, in the sole opinion of the owner hereof, the financial responsibility of any maker, surety, guarantor, or endorser, or the prospect for payment, of this Note or the collateral securing this Note, shall become impaired or unsatisfactory to the owner hereof, this Note and all other obligations of such maker, guarantor, or endorser, exclusive of unearned interest shall become immediately due and payable at the owner's option, without demand or notice. In the event default is made in the prompt payment of this Note or such indebtedness when due or declared due, and the same is placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through Probate, or other judicial proceeding, then the makers, sureties, guarantors,

and endorsers agree and promise to pay reasonable attorneys fees for collection. Each of the undersigned additionally agrees and promises to pay all costs of collection hereof and of realization upon (or protection of) any security herefor, together with any interest thereon as provided herein from the time expended by the owner hereof. **THIS NOTE SHALL BE GOVERNED BY THE LAWS IN EFFECT IN THE STATE OF TEXAS, INCLUDING ANY APPLICABLE FEDERAL LAW.**

Each party liable on this Note, whether primarily or secondarily liable, including, without limitation, each maker, surety, guarantor, accommodation party, and endorser of this Note, expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protests and notices of protest, notice of nonpayment, and diligence in collecting this Note, filing of suit, and enforcing any of the security herefor, as to this Note and as to each, every, and all installments hereof; agrees that any and all extensions, and changes in the time for payment, hereof may be granted to any of the above parties without notice to the others; consents, without notice, to extensions of time, renewals, release of any party liable hereon, releases of collateral and indulgences extended by any owner hereof; and agrees that it will not be necessary for any owner hereof, in order to enforce any liability hereon, to first institute suit or exhaust its remedies against any party liable hereon, or to enforce its rights against any security herefor, and that no extension, renewal, substitution, exchange, or release of collateral, or indulgence shall discharge, release, or reduce any liability of any party hereon. No delay by the owner hereof in exercising any right hereunder, or under any instrument securing, guaranteeing, or supplementing this Note, shall be construed as a waiver of any such right; and such right may be exercised at any subsequent time during default.

Notwithstanding anything to the contrary, all agreements between any party liable on this Note and any owner or holder hereof are expressly limited and modified so that in no event or contingency whatsoever shall the amount paid, agreed to be paid, or charged for the use, forbearance, or detention of money, ever exceed the maximum amount permissible under applicable law. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Note, in any instrument securing, guaranteeing, or supplementing this Note, or in any other indebtedness of any maker hereof payable to the owner hereof, whether considered separately or together with other charges that are considered a part of this transaction, violates such law by reason of the acceleration of any indebtedness, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate any such violation. Any amounts of such interest or other charges previously paid to the owner hereof in excess of the amounts permitted by applicable law shall be applied by the owner to reduce the principal of the indebtedness evidenced by this Note, or, at the owner's option, be refunded.

Payment hereof is secured by a Deed of Trust on the following property:

LEGAL DESCRIPTION

The Property has an address of _____, Texarkana, Bowie County, Texas 75503.

The following Notice is provided pursuant to Section 26.02 of the Texas Business & Commerce Code, regarding the "Loan Agreement" which is defined as all of the loan documents, including this promissory note and documents guaranteeing or securing the note:

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THIS LOAN IS PAYABLE IN FULL ON OR BEFORE THE FIRST DAY OF THE 180TH MONTH FOLLOWING THE EXECUTION OF THIS NOTE BY ALL PARTIES. AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.

IN WITNESS WHEREOF, this Note has been signed and delivered to the payee herein on the date first written above.

Grimm Lofts, LLC

Mark Bouldin, Managing Member

Jim Sari, Managing Member

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor: Grimm Lofts, LLC

Grantor's Mailing Address: 14755 Preston Road, Suite 600, Dallas, TX 75254

Trustee[s]: John Whitson, City Manager

Trustee's Mailing Address[es]: P.O. Box 1967, Texarkana, TX 75501-1967

Lender: City of Texarkana, Texas

Lender's Mailing Address: P.O. Box 1967, Texarkana, TX 75501-1967

Obligation

Note

Date:

Original principal amount: \$1,429,000.00

Borrower: Grimm Lofts, LLC

Lender: City of Texarkana, Texas

Maturity date: Twenty years from the date of execution.

Property (including any improvements): 301 State Line North, Texarkana, TX

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and

all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or

destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust,

Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted,

consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal

from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

Grantor: Grimm Lofts, LLC

By: _____
Mark Bouldin, Managing Member

By: _____
Jim Sari, Managing Member

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor: Grimm Lofts, LLC

Grantor's Mailing Address: 14755 Preston Road, Suite 600, Dallas, TX 75254

Trustee[s]: John Whitson, City Manager

Trustee's Mailing Address[es]: P.O. Box 1967, Texarkana, TX 75501-1967

Lender: City of Texarkana, Texas

Lender's Mailing Address: P.O. Box 1967, Texarkana, TX 75501-1967

Obligation

Note

Date:

Original principal amount: \$650,000.00

Borrower: Grimm Lofts, LLC

Lender: City of Texarkana, Texas

Maturity date: _____

Property (including any improvements): 301 State Line North, Texarkana, TX

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and

all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or

destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust,

Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted,

consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal

from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

Grantor: Grimm Lofts, LLC

By: _____
Mark Bouldin, Managing Member

By: _____
Jim Sari, Managing Member

PROMISSORY NOTE**("Promissory Note")**

\$260,000.00

Date: _____
Texarkana, Bowie County, Texas

FOR VALUE RECEIVED, the undersigned (and each of the undersigned), as principals, unconditionally and jointly and severally promise to pay to the order of the **City of Texarkana, Texas**, with an address of P.O. Box 1967, Texarkana, Texas 75505 at payee's office in the City of Texarkana, Bowie County, Texas, the principal sum of Two Hundred and Sixty Thousand and no/100 dollars (\$260,000.00), in legal and lawful money of the United States of America, together with interest (on the principal balance outstanding hereunder from time to time) as provided herein, payable as provided herein. All payments hereon shall be credited first to interest and then to principal; and any prepayments of principal shall first be applied to reduce the payments scheduled to be paid latest.

Interest rate of the loan shall utilize the 10-year Treasury Rate, currently 1.7%, adjustable every 5 years. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before two hundred and forty (240) months following the execution of this Note. Prior to the ultimate due date, interest only shall be payable monthly for the first sixty (60) months following execution of this note with the first payment due and payable on or before the first day of the month following execution of this Note; thereafter monthly payments shall continue for the remaining one hundred and eighty (180) months of the note, with such payments including both principal and interest on this Note and paid in one hundred-eighty (180) monthly payments of principal and interest in the amount of **\$1,637.45** each, and a similar installment being due and payable on or before the same day of each succeeding month thereafter until all principal and interest are fully paid; EXCEPT THAT the final installment will be for the balance of principal and interest then owing, whether more or less than the regular installments.

If not paid when due or declared due, matured and unpaid interest and principal (including as principal all additional amounts payable to the owner hereof as expenses or advancements agreed to be paid hereunder or under any agreement or instrument securing, guaranteeing or supplementing this Note) shall bear interest from the date of maturity until paid at the maximum rate allowed by law.

It is expressly provided that upon default in the punctual payment of this Note or any part thereof, principal or interest, as the same shall become due and payable, or default or breach by any maker hereof of any obligation of such maker to the owner hereof, or failure to perform any terms of any instrument securing, guaranteeing, or supplementing this Note, this Note and the entire indebtedness secured or guaranteed by any such instrument, exclusive of unearned interest, shall be matured, at the option of the owner, without demand or notice. If at any time, in the sole opinion of the owner hereof, the financial responsibility of any maker, surety, guarantor, or endorser, or the prospect for payment, of this Note or the collateral securing this Note, shall become impaired or unsatisfactory to the owner hereof, this Note and all other obligations of such maker, guarantor, or endorser, exclusive of unearned interest shall become immediately due and payable at the owner's option, without demand or notice. In the event default is made in the prompt payment of this Note or such indebtedness when due or declared due, and the same is

placed in the hands of an attorney for collection, or suit is brought on same, or the same is collected through Probate, or other judicial proceeding, then the makers, sureties, guarantors, and endorsers agree and promise to pay reasonable attorneys fees for collection. Each of the undersigned additionally agrees and promises to pay all costs of collection hereof and of realization upon (or protection of) any security herefor, together with any interest thereon as provided herein from the time expended by the owner hereof. **THIS NOTE SHALL BE GOVERNED BY THE LAWS IN EFFECT IN THE STATE OF TEXAS, INCLUDING ANY APPLICABLE FEDERAL LAW.**

Each party liable on this Note, whether primarily or secondarily liable, including, without limitation, each maker, surety, guarantor, accommodation party, and endorser of this Note, expressly waives all notices, demands for payment, presentations for payment, notices of intention to accelerate the maturity, protests and notices of protest, notice of nonpayment, and diligence in collecting this Note, filing of suit, and enforcing any of the security herefor, as to this Note and as to each, every, and all installments hereof; agrees that any and all extensions, and changes in the time for payment, hereof may be granted to any of the above parties without notice to the others; consents, without notice, to extensions of time, renewals, release of any party liable hereon, releases of collateral and indulgences extended by any owner hereof; and agrees that it will not be necessary for any owner hereof, in order to enforce any liability hereon, to first institute suit or exhaust its remedies against any party liable hereon, or to enforce its rights against any security herefor, and that no extension, renewal, substitution, exchange, or release of collateral, or indulgence shall discharge, release, or reduce any liability of any party hereon. No delay by the owner hereof in exercising any right hereunder, or under any instrument securing, guaranteeing, or supplementing this Note, shall be construed as a waiver of any such right; and such right may be exercised at any subsequent time during default.

Notwithstanding anything to the contrary, all agreements between any party liable on this Note and any owner or holder hereof are expressly limited and modified so that in no event or contingency whatsoever shall the amount paid, agreed to be paid, or charged for the use, forbearance, or detention of money, ever exceed the maximum amount permissible under applicable law. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Note, in any instrument securing, guaranteeing, or supplementing this Note, or in any other indebtedness of any maker hereof payable to the owner hereof, whether considered separately or together with other charges that are considered a part of this transaction, violates such law by reason of the acceleration of any indebtedness, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate any such violation. Any amounts of such interest or other charges previously paid to the owner hereof in excess of the amounts permitted by applicable law shall be applied by the owner to reduce the principal of the indebtedness evidenced by this Note, or, at the owner's option, be refunded.

Payment hereof is secured by a Deed of Trust on the following property:

LEGAL DESCRIPTION

The Property has an address of _____, Texarkana, Bowie County, Texas 75503.

The following Notice is provided pursuant to Section 26.02 of the Texas Business & Commerce Code, regarding the "Loan Agreement" which is defined as all of the loan documents, including this promissory note and documents guaranteeing or securing the note:

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

THIS LOAN IS PAYABLE IN FULL ON OR BEFORE THE FIRST DAY OF THE 180TH MONTH FOLLOWING THE EXECUTION OF THIS NOTE BY ALL PARTIES. AT MATURITY, YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.

IN WITNESS WHEREOF, this Note has been signed and delivered to the payee herein on the date first written above.

Grimm Lofts, LLC

Mark Bouldin, Managing Member

Jim Sari, Managing Member

Deed of Trust

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date:

Grantor: Grimm Lofts, LLC

Grantor's Mailing Address: 14755 Preston Road, Suite 600, Dallas, TX 75254

Trustee[s]: John Whitson, City Manager

Trustee's Mailing Address[es]: P.O. Box 1967, Texarkana, TX 75501-1967

Lender: City of Texarkana, Texas

Lender's Mailing Address: P.O. Box 1967, Texarkana, TX 75501-1967

Obligation

Note

Date:

Original principal amount: \$260,000.00

Borrower: Grimm Lofts, LLC

Lender: City of Texarkana, Texas

Maturity date: _____

Property (including any improvements): 301 State Line North, Texarkana, TX

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;

- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this

paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an

approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a “Subordinate Instrument”) covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument’s containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such

ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

Grantor: Grimm Lofts, LLC

By: _____
Mark Bouldin, Managing Member

By: _____
Jim Sari, Managing Member

Grim Hotel Roadmap to Redevelopment

Prepared for:
The City of Texarkana, TX

Prepared by:
Council of Development Finance Agencies

June 2015

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About the Roadmap to Redevelopment

The *Roadmap to Redevelopment* is a product of the [CDFA Brownfields Technical Assistance Program](#), which is funded through a grant from the U.S. Environmental Protection Agency. The program provides technical assistance to brownfields communities on redevelopment finance. For communities that require detailed, hands-on assistance for their redevelopment efforts, CDFA Brownfields Project Response Teams comprised of CDFA staff and technical assistance partners are available to conduct site visits and provide recommendations. The goal of these visits is to offer communities specific, actionable advice that can transform brownfields into economically-productive sites in accordance with the goals and plans of the community. CDFA will coordinate 36 Brownfields Project Response Teams over the life of the program.

The *Roadmap to Redevelopment* was developed through a three-day process that included interviews with numerous stakeholders from the government, business, and non-profit sectors. The Roadmap for Redevelopment provides a framework for the redevelopment of the Grim Hotel site in Texarkana, TX.

The plan's recommendations combine the input of development finance experts, CDFA staff, and the interests of stakeholder groups gathered during the Project Response Team site visit. The plan articulates six recommendations in order to better facilitate the redevelopment of the Grim Hotel site.

- I. Revising Tax Increment Financing Zone (TIRZ) #2
- II. Supporting a Downtown Special Assessment District
- III. Improving Development-Related Communication within the City
- IV. Encouraging Public Access at the Grim Hotel
- V. Exploring New Markets Tax Credits (NMTCS)
- VI. Planning for Downtown Corridor Improvements

In accepting the CDFA Project Response Team's assistance, the City of Texarkana has committed to making best efforts to consider and implement these recommendations. Likewise, CDFA will continue to provide the City with access to brownfields resources and assistance to move the project forward.

Background & History

Built in 1925, the Grim Hotel located at 301 North Stateline Ave is a downtown landmark in Texarkana.¹The building was designed by architects George Mann and Eugene Stern and named after William Rhodes Grim, a prominent businessman in Texarkana. The hotel stands eight stories tall with 250 rooms, and was constructed at a cost of \$600,000.²

The lobby features historic architectural details including stone walls and marble flooring. The first floor housed the hotel's café, the main dining room, and the famous Palm Court. The mezzanine held a beauty parlor, a barber shop, a coffee shop, a private dining room, and a drug store. A garden adorned the rooftop of the building and functioned for many years as an events space.

The Grim Hotel was reportedly the hot spot of Texarkana in the 1930's, hosting many parties and big-name jazz bands, and was well known for having illegal card games for high rollers. The building was historically significant to Texarkana's economic growth throughout the 1900's and is still culturally and architecturally significant today.³



¹ Grim Hotel Redevelopment. (2015). Retrieved from <http://ci.texarkana.tx.us/479/Hotel-Grim-Redevelopment>

² Abandoned Arkansas. (2015). Retrieved from <http://www.abandonedar.com/hotel-grim/>

³ Abandoned Arkansas. (2015). Retrieved from <http://www.abandonedar.com/hotel-grim/>

Grim Hotel

Roadmap to Redevelopment

Recommendations

Part I: Revising Tax Increment Financing Zone (TIRZ) #2

- i. Evaluate parcel-by-parcel performance of TIRZ district

The TIRZ 2 district has lost property value since the district's creation. To accurately determine where the value has been lost in the district, the City should have a comprehensive GIS analysis of the property database performed.

- ii. Outline new boundary for TIRZ based on analysis findings.

Based on the parcel value analysis above, the City should amend the TIRZ 2 boundary to remove properties that are contributing to the negative value of the TIRZ.

- iii. Amend current project plan

The current TIRZ 2 project plan should be updated to provide more specific cost categories and items, with a specific emphasis on likely Grim Hotel and other expected improvements.

- iv. Facilitate open communication

The City should facilitate open dialogue with the County, which is a partner in the TIRZ 2 district, when making these changes, in order to encourage collaboration regarding revitalization initiatives.

Part II: Supporting a Downtown Special Assessment District

- i. Educate downtown property owners about the benefits of a Municipal Management District (MMD) or Public Improvement District (PID) for downtown redevelopment

MMDs and PIDs enable property owners to contribute to redevelopment costs through special assessments. MMDs, which require creation through the legislature, are stronger vehicles that have grant-making and bond issuing authority.

- ii. Support the district creation process

The City should work with property owners to help with the petition and legislative processes to ensure the creation of the special assessment district. Downtown property owners will be encouraged to support a "self-tax" in order to pay for improvements that will directly benefit their district and increase property values.

Part III: Improving Development-Related Communication within the City

- i. Cultivate open lines of communication with Texarkana taxing jurisdictions

The City, County, and various school districts are all important to the economic development of Texarkana, TX. All of the relevant entities need to be able to work together and toward the same goals if the area is to grow effectively.

- ii. Facilitate communication between the City and property owners / developers

Downtown redevelopment in Texarkana, TX will largely be the result of public-private partnerships, at least for the foreseeable future. The City therefore needs to maintain open lines of communication with property owners and potential developers, which will help identify potential problems and opportunities.

- iii. Communicate with Texarkana, AR regarding efforts to further catalyze downtown development.

Economic development activity on one side of the State line has a direct impact on activity on the other side. Both cities should be united regarding efforts to revitalize the downtown area, specifically along State Line Ave.

Part IV: Encouraging Public Access at the Grim Hotel

- i. Work with Grim Hotel developer to accommodate community interest in access to building

Numerous citizens expressed a desire to be able to see the lobby and rooftop of a restored Grim Hotel. Considering the substantial public investment in the project, the City should work with the project developer to incorporate this public desire into the project plan. "Building access" could include making the lobby and rooftop commercial space, available for rentals, or other accommodations.

Part V: Exploring New Markets Tax Credits (NMTCs)

- i. Explore opportunity for NMTC investment in the Grim Hotel rehabilitation project

The current project plan is not eligible for NMTC investment. However, if a regional entity with available allocation and the developer are interested in a Grim Hotel project incorporating significant commercial space, then this outcome may be the best option for all parties.

- ii. Explore opportunities for NMTC investment in future Grim Hotel tenants

The Grim Hotel is located in a designated census tract, meaning that many of the future businesses renting the property will be eligible for the tax credits. The City should work to establish relationships with entities that receive tax credit allocations in order to assist these future tenants.

Part VI: Planning for Downtown Corridor Improvements

- i. Develop a plan using the Grim Hotel as a catalyst for additional downtown redevelopment

The Grim Hotel is viewed by nearly everyone in the City as the key to additional economic activity downtown. The City can play a critical role in spurring this development by making additional downtown improvements that will make the federal courthouse, Perot Theatre, and other recent projects feel connected and part of one, larger Texarkana corridor.

- ii. Increase downtown parking

Residents of the Grim Hotel will expect to park behind or very near the building, and the same is true for all destinations downtown. Narrowing the street and converting the parallel parking spaces to angled parking is recommended to increase the number of available spaces.

- iii. Transition to more two-way streets downtown

A two-way street system will benefit the area by calming traffic, improving walkability, and providing additional spaces for on-street parking.

- iv. Implement consistent street-scaping

Sidewalks, crosswalks, signage, and other street-scaping elements should be consistent and appealing throughout the corridor.

- v. Prioritize façade improvements

Citizens and tourists alike will be particularly interested in living, shopping, and working downtown if the building fronts appear well-maintained. The City should continue to encourage investments in these improvements.

Grim Hotel

Roadmap to Redevelopment

Additional Resources

As the City of Texarkana, TX works through the recommendations in this plan, the following resources may provide useful information.

CDFA Online Resource Database | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordsearch.html>

CDFA Brownfields Financing Toolkit | [http://www.cdfa.net/cdfa/cdfaweb.nsf/ord/201502_BF_Toolkit/\\$file/CDFA%20Brownfields%20Financing%20Toolkit%2002.02.15.pdf](http://www.cdfa.net/cdfa/cdfaweb.nsf/ord/201502_BF_Toolkit/$file/CDFA%20Brownfields%20Financing%20Toolkit%2002.02.15.pdf)

Revolving Loan Fund Basics | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=irlf14-phelps.html>

Tax Increment Financing | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=preso-nmi-localinitiatives-0614.html>

Infrastructure Funds & Financing for Revitalization | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=cafr14-infrastuctureandrevitalization.html>

A Tool Box for Texas Cities | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=CalderonOverviewTEDC2008.html>

Combining and Leveraging TIF with Other Tools | <http://www.cdfa.net/cdfa/cdfaweb.nsf/ordredirect.html?open&id=ads11-smith.html>

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A Project Response Team site visit requires a significant commitment of time and resources. The authors would like to recognize the commitments of many individuals throughout this process. Firstly, the authors would like to thank the following individuals and organizations for their involvement:

Individuals

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Adra Hallford
Billy Harrell
Heather L. Ochoa
David Orr
Daphnea Ryan
Jim Sari
Jerry Sparks
Lisa Thompson
Shawna L. Watkins
John Whitson

Organizations

City of Texarkana, TX
City of Texarkana Fire Department
Downtown property owners & community members
Grim Hotel Citizen Work Team
Pecan Point Brewing Company
Perot Theatre
Main Street Texarkana
Texarkana Museum System
Texarkana City Council
Texarkana Chamber of Commerce
The Texarkana Regional Arts & Humanities Council

About the Authors

The *Roadmap to Redevelopment Plan* was authored by the Council of Development Finance Agencies (CDFA), a national association dedicated to the advancement of development finance concerns and interests. Learn more about CDFA at www.cdfa.net.

The CDFA project team consisted of the following individuals:

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CDFA was advised during the Brownfields Project Response Team site visit by a team of technical assistance advisors:

Bill Calderon, Consultant, Hawes Hill Calderon LLP
Jerry Harris, Partner, Husch Blackwell LLP



The Council of Development Finance Agencies is a national association dedicated to the advancement of development finance concerns and interests. CDFA is comprised of the nation's leading and most knowledgeable members of the development finance community representing public, private and non-profit entities alike. For more information about CDFA, visit www.cdfa.net or e-mail info@cdfa.net.

Disclaimer: This publication was developed under Assistance Agreement No. TR-83576801-0 awarded by the U.S. Environmental Protection Agency. It has not been formally reviewed by EPA. The views expressed in this document are solely those of Council of Development Finance Agencies and EPA does not endorse any products or commercial services mentioned in this publication.

Development Agreement

Between

City of Texarkana, Texas
and

Grimm Lofts, LLC

A Texas limited liability company

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made by and between the City of Texarkana, Texas ("City"), a Texas home rule municipality, and **Grimm Lofts, LLC**, a Texas limited liability company (the "Company"), acting by and through their respective authorized officers.

WITNESSETH:

WHEREAS, the City Council of the City of Texarkana, Texas, is authorized to enter into this Agreement pursuant to the Constitution and general laws of the State of Texas, including particularly, Chapter 351, Texas Tax Code, as amended ("Chapter 351") and Chapter 380 of the Texas Local Government Code, Article III, Section 52(a) of the Texas Constitution;

WHEREAS, the Company currently owns or is under contract to purchase the real property more specifically described in **Exhibit "_____"** (the "Land"), and accompany Building commonly known as The Grim Hotel (the "Grim") (also collectively referred to herein as the "Property"); and

WHEREAS, the Company desires to improve the Property by renovating, remediating, and improving the Grim to create commercial space on the lower floor and 98 residential lofts on the upper floors (the "Development"); and

WHEREAS, the Company advised the City that a contributing factor to induce the Company to complete the Development would be an agreement whereby the City would make a loan or loans to Company to be used to renovate, remediate and repair the Property (the "Loan" or "Loans")); and

WHEREAS, the City has adopted programs for promoting economic development; and

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code ("Chapter 380"), the City desires to enter into this Agreement in order to promote economic development, stimulate business and commercial activity consistent with the 380 Program, expand the local tax base and enhance the local economy and provide positive growth and additional revenue to downtown Texarkana, Texas; and further the objectives of the City and will benefit the City and the City's inhabitants; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, and for other valuable consideration the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

Article 1

Definitions

Wherever used in this Agreement the following terms shall have the meanings ascribed to them:

- 1.1.1 “Change in Control” shall mean the occurrence of any of the following as determined by City:
 - (a) If any transfer of ownership interests in Company shall occur that results in the change of ownership of more than twenty-five percent (25%) of the direct or indirect beneficial ownership in Company without City’s prior written consent, in its sole and absolute discretion; or
 - (b) If the current Managing Members of the Company shall fail to directly or indirectly control the management of Company.
- 1.2 “City” shall mean the City of Texarkana, Bowie County, Texas.
- 1.3 “Commencement Date” shall mean the last date of which all signatures are obtained on this Agreement .
- 1.4 “Commencement of Construction” shall mean that: (i) the plans have been prepared and all approvals thereof required by applicable governmental authorities have been obtained for construction of the respective Development and/or the improvements, as the case may be, on the Land.
- 1.5 “Company” shall mean Grimm Lofts, LLC.
- 1.6 “Completion of Construction” shall mean that (i) the construction of the respective Development has been substantially completed; and (ii) the City has accepted and/or issued a final permanent certificate(s) of occupancy for the respective Development.
- 1.7 “Construction Plans” shall mean the plans and specifications for construction, renovation and remediation of the Development.
- 1.8 “Concept Plan” shall mean a conceptual plan of the proposed Development showing general locations of the commercial space, residential lofts, parking, open space, streets, and improvements, attached as **Exhibit “_____”**.
- 1.9 “Design Plans” shall mean architectural, site, landscaping, exterior lighting, facade, building elevations, and exterior construction materials for the Development as applicable.

- 1.10 “Development” shall mean the renovation and remediation of the Grim on the Property to comprise a multi-purpose building capable of commercial space on the lower floor, residential lofts on the upper floors, and potential usable event space on the roof space with a minimum appraised value of \$6,000,000.00 .
- 1.11 Development Documents – shall mean this Development Agreement, Economic Development Agreement, Loan Agreements (HUD Loan, EPA Loan, and City Loan), Deeds of Trust between the Company and the City for the Loan Agreements, Assignment of Rents, Land Use Restrictions, Use Agreement, Guarantees and any other documents required by City in order to assist in or fulfil the terms of these documents.
- 1.12 “Development Infrastructure” shall mean the Grim building, parking, signage, roads, lighting, landscaping, irrigation, sidewalks, water and sewer, electrical, television and telephone, and gas utilities within ten (10) feet of the Grim and related infrastructure necessary for the Grim in accordance with the approved Design Plans and Construction Plans to be constructed by the Company.
- 1.13 “Effective Date” shall mean the last date of execution hereof.
- 1.14 “Event of Bankruptcy or Insolvency” shall mean the dissolution or termination of a party’s existence as a going business, insolvency, appointment of receiver for any part of such party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against such party and such proceeding is not dismissed within ninety (90) days after the filing thereof.
- 1.15 “Expiration Date” shall mean the date upon which all obligations of the Parties under the Development Documents have been fulfilled, or the date upon which the Development Documents have been terminated under the terms within, whichever comes first.
- 1.16 “Force Majeure” shall mean any contingency or cause beyond the reasonable control of a party, as applicable, including, without limitations, acts of God or the public enemy, war, riot, civil commotion, insurrection, adverse weather, government or de facto governmental action or inaction (unless caused by negligence or omissions of such party), fires, explosions, floods, or strikes.
- 1.17 “Grim” shall have the same meaning as “Development” set forth above.

- 1.18 “Impositions” shall mean all taxes, assessments, charges, license and permit fees and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company with respect to the improvements on the Land.
- 1.19 “Improvements” shall mean the Building(s), structures, parking structures, landscaping and other facilities, as the case may be, within and/or comprising the Development or portion thereof, but excluding Infrastructure.
- 1.20 “Land” shall mean the real property described in **Exhibit “_____”**.
- 1.21 LMI Housing – shall have the meaning as defined by the current Department of Housing and Urban Development (HUD) regulations.
- 1.22 “Loan” or “Loans” shall mean the following whether singular or in combination:
- (a) A loan utilizing HUD funds in the sum of One Million Four Hundred Twenty-Nine Thousand Dollars and No/Cents (\$1,429,000.00); and
 - (b) A loan utilizing EPA funding in the sum of Six Hundred and Fifty Thousand Dollars and No/Cents (\$650,000.00); and
 - (c) A loan from City funds in the sum of Two Hundred and Sixty Thousand Dollars and No/Cents (\$260,000.00).
- 1.23 “Payment Request” shall mean a written request from Company to City for payment accompanied by copies of invoices, bills, receipts and such other information as may be reasonably requested by City to document Company expenditures for the Development and that such expenditures are in compliance with the Development Documents.

Article 2 Term

This Agreement shall begin on the Effective Date and shall continue until the Expiration Date, unless sooner terminated as provided herein.

Article 3 Development/Grim

- 3.1 Renovation and Remediation.
The Company agrees to use commercially reasonable efforts to design, remediate all environmental concerns, and renovate the property and building located at 305 N. State Line Ave, Texarkana, Texas 75501 and commonly known as the Grim Hotel to include

commercial space and 98 loft apartments. The Company shall, subject to events of Force Majeure, cause commencement of the Development to occur on or before _____. The Company agrees to cause the Development to be designed and renovated to substantially conform with the preliminary design plans, building elevations, landscape plans and renderings attached as Exhibit "____" unless otherwise approved by the City, and shall cause the Development to be operated and maintained during the term of this Agreement, as an multi-use facility containing commercial and residential uses consistent with this Agreement and the Development Documents. Company agrees that a minimum of 20 of the loft apartments in the Development shall consist of LMI Housing.

Article 4

Economic Development Loans

Loan

- 4.1 The City agrees to make a loan or loans to Company in the following amounts for the partial funding of the Development to be used for the construction, repair or remediation of the Grim, subject to the terms and conditions set forth in this Agreement and the Development Documents.
 - (a) A Loan received from EPA funding (the "EPA Loan") in the amount of Six Hundred and Fifty Thousand Dollars and No/Cents (\$650,000.00) to be used for the remediation of the Development;
 - (b) A Loan from City funds (the "City Loan") in the amount of Two Hundred and Sixty Thousand Dollars and No/Cents (\$260,000.00); and
 - (c) A Loan received from HUD funding (the "HUD Loan") in the amount of One Million Four Hundred and Twenty-Nine Thousand Dollars and No/Cents (\$1,429,000.00).
- 4.2 City shall have no obligation to fund any amount beyond the net proceeds actually allocated and received from the above funds.
- 4.3 Company agrees to execute the Development Documents and any other documents required by City to secure said Loans and to comply with same.
- 4.4 City shall fund the Loans in compliance with all applicable requirements. No funding shall be occur until such time as: (1) Company has obtained satisfactory financing and provided City copies of all Lender commitments; (2) a purchase agreement for the purchase of the Land has been executed by Company and the seller of the Land, with a

copy delivered to City; (3) the Closing of the purchase of the Land by Company has occurred; and (4) the requirements for each Loan's funding has been met:

- (i) The EPA loan shall be used solely for remediation of the Development under the applicable EPA requirements.
- (ii) The City Loan shall not be funded until such time as all funds from the EPA Loan have been used in compliance with the Development Documents.
- (iii) The HUD Loan will be funded at such time as eighty percent (80%) of Company's funding from its primary lender, or lenders as the case may be, has been expended, and Company has provided documentation satisfactory to City of such expenditures. Upon funding, HUD's origination fee of 2.59% shall be deducted from the first loan advance.

4.5 Disbursement of the Loan funds shall be paid pursuant to the terms of Article 6.

Minimum Tax Base

4.6 Company represents that the completed renovations and improvements of the Development shall result in a minimum appraised value of Six Million and No/Dollars (\$6,000,000.00) (the "Minimum Tax Base"). As further consideration for this Agreement and Loan, Company agrees it shall not request abatement or rebate of any taxes relating to the Development for the Minimum Tax Base.

Article 5 Design, Renovations, and Remediation

5.1 Company agrees to design and renovate the Development substantially conforming to the plans attached as Exhibit "_____".

Plans and Specifications

5.2 Company shall be responsible for causing the preparation of the Design Plans, Renovation Plans and Remediation Plans (the "Plans") for the Development. Company shall submit the Plans for the Development for review and obtain approval thereof by the City. **Company shall submit the Design Plans to the City for approval on or before**

_____. These plans for the Development as approved by the City shall be deemed a part of this Agreement without the necessity of further amendment.

- 5.3 It shall be the responsibility of the Company to obtain approval of all permits required for the Development.

Commencement of Work

- 5.4 Company agrees, subject to events of Force Majeure, to cause Commencement of Work of all or a portion of the Development, to occur on or before DATE, and subject to events of Force Majeure, cause Completion of the Development to occur on or before DATE.

Meetings

- 5.5 Company agrees to meet with City representatives at least once per month to jointly review the progress of the Development and to discuss any other matters pertaining to the Development. Company will otherwise keep City reasonably informed as to the progress of the Development and agrees to meet with City upon request to discuss the same. Furthermore, Company will allow City's inspector to inspect the Development at any time during business hours.

General Requirement for Design and Construction

- 5.6 The Development shall be designed and constructed in accordance with the approved Plans, and all other applicable ordinances of the City. Company shall cause all necessary permits and approvals required by the City and any applicable governmental authorities to be issued for the Work. Company shall be responsible for the design, inspection and supervision of the Work on the Development.
- 5.7 Company shall comply with all local, state and federal laws and regulations regarding the design, remediation, renovation and work performed on and for the Development, including, but not limited to:
- (a) all requirements set forth in the U. S. Department of Housing ("HUD") letter dated 1/4/17;
 - (b) all applicable CDBG requirements including, but not limited to:
 - (1) Environmental Review;
 - (2) Davis Bacon Act;

- (3) URA;
 - (4) Omniscircular requirements as set forth in 2 CFR Part 200);
 - (5) Fair housing and Equal Opportunity requirements;
 - (6) Requirements relating to Lead Based Paint; and
 - (7) HUD Reform Act.
- (c) Company agrees to meet and abide by all requirements of the Environmental Protection Agency (“EPA”) relating to the Development, and to provide City copies of all documents and correspondence between Company and the EPA relating to the Development and compliance therewith.
 - (d) Company agrees to meet and abide by all the requirements of The Historical Commission in the Development, and to provide City with copies of all documents relating to Historical Commission compliance and requirements.
 - (e) Upon Completion of the Development, Company shall provide the City with a final cost summary of all costs associated with the Work performed on the Development, and provide proof that all amounts owing to contractors and subcontractors have been paid in full evidenced by the customary affidavits executed by Company and/or its contractors.

Article 6

Advances on the Loan

Loan Advances, Requisitions and Retainage.

- 6.1 Company agrees to borrow the Loan from City, and City agrees to lend the Loan to Company, subject to the terms and conditions herein set forth, in the Loan Documents, and in the Development Documents in incremental advances that will not exceed, in the aggregate, the Loan Amount. Interest shall accrue and be payable in arrears only on sums advanced hereunder for the period of time outstanding. The Loan is not a revolving loan, and amounts repaid may not be re-borrowed.
- 6.2 Each Draw Request shall be supported by such information and documentation (such as paid receipts, invoices, statements of accounts, lien waiver, etc.) as City may reasonably require to assure that amounts requested are to be used to reimburse Company for approved costs previously paid by Company or to pay approved costs incurred by Company that are to be paid from proceeds of the Loan.
- 6.3 All Advances shall be made no more often than once monthly, upon the satisfaction of the applicable conditions set forth herein and in the Development Documents, in

amounts that shall be equal to the aggregate of the approved costs incurred by Company through the end of the period covered by the Draw Request, less:

- (i) A 5% retainage at City's option;
- (ii) The total of the Loan advances previously made on account of the items set forth in such Draw Request;
- (iii) Any costs covered by the Draw Request not approved, certified or verified as provided in this Agreement; and
- (iv) Any costs covered by a previous Draw Request for which any requested proof of payment or payment receipts have not been received by City.

6.4 All advances are to be made at City's office or at such other place as City may designate.

6.5 City shall in no event be responsible or liable to any Person for the disbursement of or failure to disburse the Loan proceeds or any part thereof and neither Company's contractors, consultants, subcontractors, laborers or material suppliers shall have any right or claim against City under this Agreement or other agreements between City and Company.

6.6 The obligation of the City to make each payment is subject to the prior occurrence of each of the following conditions:

- (a) City shall have received from Company evidence reasonably satisfactory to the City that the plans and Work for the Development comply with all applicable laws.
- (b) City shall have received from Company a waiver of lien or a lien subordination agreement executed by each contractor, laborer and supplier that has furnished labor and/or materials in connection with the completed aspects of the Development, in a form reasonably acceptable to the City.
- (c) City shall have received from Company a request for payment in such form and containing such information as the City may reasonably require, executed by Company stating, among other things, that all work required to the stage of construction when the payment is requested has been done.
- (d) There shall be no breach of a material term or condition of this Agreement or any other agreement related to the Development.
- (e) The Grim shall not have been materially damaged or destroyed by Casualty.

6.7 No payment shall be deemed an acceptance by the City of the Work done. City shall have no obligation to pay during the occurrence of a breach of a term or condition of

this Agreement on the part of Company related to the Development, but the City may do so, provided however if the City elects to pay, no such payment shall be deemed a waiver of any remedies City may have in respect to such default.

Article 7 Indemnification by Company

- 7.1 CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY COMPANY FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION, INCLUDING ALL REASONABLE EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE COMPANY, OR PROPERTY ARISING OUT OF, OR OCCASIONED BY THE PERFORMANCE OF COMPANY UNDER THIS AGREEMENT. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS AN INDEMNITY EXTENDED BY COMPANY TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF COMPANY'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

Article 8 Insurance

- 8.1 Throughout the term of this Agreement, Company shall, at its expense, maintain in full force and effect the following insurance:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation	as required by law
Commercial General	\$1,000,000 Each Accident/Occurrence.
Builder's risk insurance	in the amount of the construction values
Liability (Public)	\$1,000,000 Aggregate

	\$1,000,000 Products & Completed Operations Aggregate
Owner's Protective Liability Insurance	\$600,000 per occurrence \$1,000,000 aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence w/drop down coverage
Automobile Liability	\$1,000,000 Combined single limit per occurrence
Environmental Insurance	\$1,000,000

- 8.2 All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- 8.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.
- 8.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of the Work.
- 8.5 Without limiting any of the other obligations or liabilities of Company, the Company shall require its general contractors at the general contractor's own expense, to maintain during the term of this Agreement, the required insurance including the required certificate and policy conditions as stated herein.

Article 9 City's Use of Space

- 9.1 Commercial Space. The City shall be entitled to use an approximate 750 square feet of the Commercial lease space as designated in **Exhibit** attached hereto. Company agrees to execute a Use Agreement which shall be recorded in the property records of Bowie County, Texas and shall act as a restrictive covenant running with the land.

9.2 Roof Space. As additional consideration, in the event that the roof space on the Grim is renovated for event or similar use, Company shall, at no cost, provide annually a maximum of six (6) event uses of the Grim's roof space to City, at the request of the Office of Planning and Community Development or City Manager's Office, for the purpose of City events. Reservation of space shall be subject to a mutually agreeable Reservation Policy.

Article 10 Termination/Default

10.1 This Agreement shall terminate upon any one or more of the following:

- (a) by written agreement of the parties;
- (b) Expiration Date;
- (c) by City or the Company in the event the other party breaches any of the terms or conditions of this Agreement or the Related Agreements, and such breach is not cured within sixty (60) days after written notice thereof;
- (d) by City, if the Company suffers an Event of Bankruptcy or Insolvency;
- (e) by City, if any Impositions owed to the City or the State of Texas by the Company shall become delinquent and such breach is not cured within sixty (60) days after written notice thereof (provided, however, the Company retains the right to timely and properly protest and contest any such Impositions); and
- (f) A Change in Control occurs in Company without City's prior written consent.

Article 11 Miscellaneous

11.1 Binding Agreement

The terms and conditions of this Agreement are binding upon the successors and permitted assigns of all parties hereto.

11.2 Assignment.

Company may assign, transfer or otherwise convey its rights or obligations under this Agreement to an Affiliate so long as Company, Affiliate and City first execute an

agreement approved by the City Council of the City under which the Affiliate agrees to assume and be bound by all covenants and obligations of Company under this Agreement and all other documents and agreements relating to this Agreement and referenced herein, and has sufficiently shown that it has an equivalent or greater financial ability to perform as Company.

Any attempted assignment without the City Council's prior consent shall constitute a breach and be grounds for termination of this Agreement. Any lawful assignee or successor in interest of Company of all rights under this Agreement shall be deemed "The Company" for all purposes under this Agreement.

11.3 Limitation of Liability

It is acknowledged and agreed by the parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture among the parties. It is understood and agreed between the parties that Company, in satisfying the conditions of this Agreement, has acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions.

11.4 Authorization

Each party represents that it has full capacity and authority to grant all rights and assume all obligations that is granted and assumed under this Agreement.

11.5 Notice

All written notices called for or required by this Agreement shall be addressed to the following, or such other party or address as either party designates in writing, by US Certified Mail, postage prepaid, or by hand delivery:

CITY:

City of Texarkana, Texas
Attn: City Manager
220 Texas Blvd
P. O. Box 1967
Texarkana, Texas 75504-1967

With Copies to (which *shall NOT* constitute notice):

Jo Thomason, Esquire
Atchley, Russell, Waldrop & Hlavinka, LLP

1710 Moores Lane (P O. Box 5517)
 Texarkana, Texas 75503 (75505-5517)

COMPANY:

Grimm Lofts, LLC

Attn: _____

Address:

Address:

11.6 Entire Agreement

This Agreement, along with all Development Documents, is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement.

11.7 Governing Law

The Agreement shall be governed by the laws of the State of Texas; and venue for any actions concerning this Agreement shall be in the State District Court of Bowie County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.8 Amendment

This Agreement may be amended by the mutual written agreement of the parties.

11.9 Legal Construction

In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

11.10 Recitals

The recitals to this Agreement are incorporated herein.

11.11 Counterparts

This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

11.12 Exhibits

Any exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

11.13 Survival of Covenants

Any of the representations, warranties, covenants, and obligations of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Executed on this ____ day of _____, 2017.

City of Texarkana, Texas

John Whitson, City Manager

ATTEST:

By: _____
City Secretary

Executed on this the ____ day of _____, 2017

COMPANY
Grimm Lofts, LLC

By:

Mark Bouldin, Managing Member

Jim Sari, Managing Member

Hotel Grim Redevelopment Proposal

Texarkana, TX

Prepared for: City Council – Texarkana, TX
June 12, 2017

Proposal In Summary

- Adaptive Re-Use and Redevelopment of Hotel Grim, a former landmark hotel
 - Redevelopment plan to include former Sears and Rialto buildings into market rate apartments and office, respectively
- Preservation of history and sense of place
 - Redevelopment of historic buildings is key to downtown renewal
 - Catalyst for future development
- Direct and indirect job creation in both near term and long term
- Partnership with local government, housing authorities, and private investors
- New tax base

Sari & Co. – About Us

- 20+ years worth of development experience in over 50 assets successfully tailoring projects to match market opportunities
- Specializes in downtown and community redevelopment projects involving both public and private investment and support
- Expert in layering multiple layers of financing both public and private
- Numerous projects receiving national, state, or local recognition
- Never bankrupted or defaulted on any project

Texas Properties



Waco High School Lofts
<http://longbridge.wix.com/lofts#>

Beaumont Antioch Baptist Church &
Neches Electric Building
http://www.beaumontmainstreet.com/econdev_lease.php

Tyler Moore Grocery Lofts
<http://www.landmark-propertymanagement.com/cgi-bin/cmt/properties/lpm?cmd=v&id=46>

Sari & Co. – Projects at a Glance

Historic Lofts of Waco High (Waco, TX)



Adaptive re-use of historic high school into housing for families in 2009. Pictures left represent building envelope and auditorium pre-renovation. Photos right represent same post rehab



Sari & Co – Projects at a Glance

Central School Apts. (Bessemer City, NC)



Built in 1930 this historic school was converted in 2008 into a 33 unit housing complex for working families.



Sari & Co. – Projects at a Glance

Grainger Place Apartments (Kinston, NC)



Renovation in 2001
of a historic
campus into
affordable senior
housing



Sari & Co. – Projects at a Glance

Cleveland School Apartments (Clayton, NC)



Cleveland School was built and opened in 1927 as the Cleveland Middle School and it educated the local community until 1997. In 2006 the school was converted into 25 affordable housing units for the elderly.



Sari & Co – Projects at a Glance

George Washington School (Kingsport, TN)



George Washington (originally named the Central School) was the first school constructed after the charter for the city of Kingsport was granted in 1917. In 2007 this historic school was converted into 54 affordable housing units for the elderly.



Rendering – Hotel Grim



Proposal – Highlights

- Sari & Co. to apply for 4% affordable tax credits and tax exempt bonds issued either through Housing Authority of Texarkana, Texas (“HATT”), or TDHCA for the redevelopment of Hotel Grim
 - Conventional sources of debt and equity used to finance the redevelopment of Sears and Rialto
- Total Development Cost for Hotel Grim surpasses \$15,000,000
 - Total Development Cost for Sears and Rialto is estimated at \$5,000,000
- Total Hard Cost Construction Contract for all three assets estimated at \$13,000,000
 - Economic Multiplier is 2.5x resulting in a \$32,500,000 economic impact

Why Bonds and 4% LIHTC versus Market Rate?

- Recent market study revealed market rents for competing assets significantly lower than in original proforma
 - Significant levels of environmental abatement and deferred maintenance in Hotel Grim
 - 30% of the roof structure has been compromised, and the property has sat vacant for 30 years
 - \$0.95 - \$1.05/ sq ft cannot support the cost needed to perform abatement, rehabilitation, and generate an economic return worthy of the risk associated with such an undertaking of this magnitude
 - Construction prices (especially labor costs) continue to escalate
- Layering \$4,250,000 of 4% Federal Low Income Housing Credits, along with the Federal and State Historic Credit, helps offset the increased cost in abatement and renovations, reduction in debt, and makes the project economically feasible
- Affordable housing is not subsidized housing, and caters to teachers, nurses, police officers, municipal employees, etc

Financing Overview - Estimate

Source	Amount	Percentage
Equity – Federal Historic Credits	\$2,337,096	16.0%
Equity – State Historic Credits	\$2,474,573	16.9%
Equity – Low Income Housing Credits	\$4,253,828	29.1%
Tax Exempt Bonds	\$3,200,000	21.9%
HUD 108, EPA, and City Funds	\$2,339,000	16.0%
Deferred Fee	\$22,488	0.2%
Total Sources	\$14,626,985	100.0%

Request for City Council Approval

- The approval for the following funds are requested from City Council
 - HUD 108 Loan Guarantee - \$1,429,000
 - EPA Revolving Cleanup Loan - \$650,000
 - City Housing Fund - \$260,000
- Total City of Texarkana approval - \$2,339,000

Why Partner with Sari & Co.?

- Expertise in layering public and private financing to redevelop historic assets in downtown locales that help kick start economic revitalization in the community
- Award winning projects throughout the Southeast
 - ***Martinsville Lofts*** – “Timmy” Award, Excellence in Historic Rehabilitation
 - ***Globe Tobacco Lofts*** – “Timmy” Award, Excellence in Historic Rehabilitation
 - ***Johnson Lakes Apts*** – Readers Choice Awards Winner
 - ***Nantucket Lofts*** – Charles Edson Tax Credit Excellence Award
 - ***Waco High Lofts*** – City of Waco Historic Landmark Preservation Commission’s Award for Excellence in Commercial Restoration
 - ***Moore Grocery Lofts*** – Best Adaptive Re-Use Award, Texas Downtown Assoc

Summary

- Redevelopment of Hotel Grim, Sears and Rialto buildings totaling over \$20,000,000
- Creation of much needed quality, affordable housing with a nationally renowned developer
- Re-use existing infrastructure and put existing properties on the tax rolls
- Save important historic structures and avoid future demolition costs
- Accomplished with community support including city council

Next Steps

- Receive approval for city, HUD 108, and EPA funds
- Begin process of receiving allocation of tax exempt bonds through HATT or TDHCA
- Authorize architectural firm to complete full construction documents

Grim Redevelopment Project Timeline

Updated June 2016



Jim Sari (Landmark Development) applied for mixed-use affordable housing tax credits to develop. City loan of \$500,000 repaid at closing. Tax credit application did not score well as City committed to Rose Hill HATT developments.

2009

Sari and Company approached the City regarding a market rate housing and office/retail development concept for the Grim. The project would use New Market Tax Credits and Federal and State Historic Tax Credits and would require City/Public assistance in the form of commitment of CDBG funds for federal loan guarantees and private contributions.

2014

Fall 2014 - State & Federal Historic Tax Credits (Developer) Texas Historic Preservation Tax Credit Program goes into effect on January 1, 2015.

Developer working to secure HUD CDBG 108 Loan and EPA Clean-Up Loan

4th Quarter Purchase of the property is planned

Construction to begin in December.

2016

November 2016 - The Hotel Grim Lofts project team presented at the Council of Development Finance Agencies National Development Finance Summit in New Orleans, Louisiana, November 2-4. The session was titled "Hotel Revitalization in the Heartland" and featured the Texarkana project along with another historic hotel project in Green Bay, Wisconsin.

2013

Sari and Company applied for mixed-use affordable housing tax credits. City loan of \$500,000 repaid at closing. Could not score in the Tax Credit competition due to changes in the scoring criteria established by Texas Department of Housing and Community Development, despite lobbying efforts to make allowances for downtown redevelopment projects.

Summer 2014 - CDBG 108 Loan (City) Council approved to apply (Resolution 2014-044, 4/28/2014)

EPA Brownfields RLF (City) Phase 1 completed Phase 2 underway

Application for National Historic Registry submitted by Dr. Beverly Rowe on July 29th

2015

Texas Historic Preservation Tax Credit Program went into effect on January 1, 2015.

National Historic Registry designation approved - May

No allocation committed for New Market Tax Credit funding

Federal Historic Tax Credits obtained - May

EPA Brownfields Phase II Completed for EPA Revolving Loan Fund eligibility - June

Council of Development Finance Agencies visit- June

July 2016 - The Grim Lofts, LLC was officially formed by developer Jim Sari and an EPA Brownfields Revolving Loan Fund Application was submitted for cleanup funds.

2017

Construction estimated for completion in December.

March 13, 2017 - After a 30-day public comment period, Texarkana, Texas City Council approves acceptance of HUD 108 Loan in the amount of \$1,429,000 for the Hotel Grim Lofts Project and approves substantial amendment to the City's Consolidated Plan for the project.

January 30, 2017 - The City of Texarkana, Texas recently received approval from the U.S. Department of Housing and Urban Development for Section 108 loan guarantee assistance in the amount of \$1,429,000 for the Hotel Grim Lofts Project.

May 24, 2017 - The development team for the Hotel Grim Lofts announced plans to purchase additional properties for redevelopment in downtown Texarkana. The new properties will add additional market rate apartment units and office space. The plan includes purchasing property at 301 Pine St. that will include approximately 20 market rate residential apartments and purchasing property at 317 North State Line Ave. for conversion to renovated office space.

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/5/2017 4:19 PM

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel
Subject: Ordinance No. 2017-069 amending the Land Development Code, Chapter 105 "Buildings and Construction", Section 105-4 "Insurance and Bonding Requirements".
Briefing: 6/12/2017 **Public Hearing:** 6/26/2017 **Second Briefing:** July 10, 2017 **Council Vote:** 7/24/2017

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

For the last few years, staff has required contractors to have either liability insurance or a surety bond, but not both. Insurance is required in case of property damage or damage to a person(s). A surety bond is to protect the Employer of the contractor from the contractor not finishing the work agreed too. This Ordinance change is removing any reference to the City requiring a surety bond. Insurance will still be required.

Potential Options:

- Approve the amendment or take no action and the existing code remains.

Fiscal Implications:

None.

Staff Recommendation:

Approval of the amendment.

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. 2017-069 Goals & Perspectives (DOCX)
- b. 2017-069 ORD Amending the Land Development Code (DOC)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review
Completed	06/01/2017 3:54 PM	
Municipal Prosecutor Deborah Jones	Asst. City Attorney Review	Completed
06/02/2017 8:44 AM		
Deputy City Manager - Shirley Jaster	Shirley Jaster	Deputy City Manager
Review	Completed	06/02/2017 8:48 AM
City Attorney Jeffery C. Lewis	City Attorney Review	Completed 06/02/2017
10:15 AM		
Deputy City Manager - Shirley Jaster	Shirley Jaster	Deputy City Manager
Review	Completed	06/02/2017 10:20 AM
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	06/02/2017 1:47 PM
Public Information Officer	Lisa Thompson	PIO Review Completed
06/05/2017 2:05 PM		
City Manager John Whitson	City Manager Review	Completed 06/05/2017
2:03 PM		
City Council Vicky Coopwood	Meeting	Pending 06/12/2017
6:00 PM		

Meeting History

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:

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ORDINANCE NO. 2017 - 069

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING SECTION 105-4 OF THE LAND DEVELOPMENT CODE OF THE CITY OF TEXARKANA, TEXAS, TO REMOVE SURETY BOND REQUIREMENTS; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in the Code of Ordinances of the City of Texarkana, Texas, Section 105-4 of the Land Development Code requires both proof of insurance coverage and surety bonding requirements for general contractors; and

WHEREAS, after receiving inquiries from general contractors questioning the need for both insurance coverage and surety bonding, City staff reviewed the inquiries and submits that the public interest would be served by requiring only the general liability insurance; and

WHEREAS, City staff recommends revisions to Section 105-4 of the Land Development Code to remove surety bond requirements contained in current subsections (a) and (b), with corresponding textual revisions made to the remaining subsections to reflect removal of the surety bond requirements; and

WHEREAS, the City Council finds and determines that such revisions as set forth below are in the best interest of citizens and the City's future growth and safety.

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

SECTION 1: Section 105-4 of the Land Development Code of the City of Texarkana, Texas, is hereby amended as follows: the caption "Contractors bonding and insurance requirements", is amended to read "Contractor's Insurance Requirements"; current sub-sections (a) and (b) are deleted in their entirety; and remaining sub-sections (c), (d), and (e) are relabeled as sub-sections (a), (b), and (c), and amended to read as follows:

Sec. 105-4. – Contractor's insurance requirements.

- (a) All persons, partnerships, or corporations, before engaging in the business of roofing and siding, shall obtain and have in full force and effect a policy of general liability insurance with limits of at least \$300,000.00 per occurrence, written by a company authorized to do business in the state, insuring against claims or actions for bodily injuries and property damage occurring or claiming to have occurred upon or growing out of the roofing or siding business. A certificate of insurance meeting or exceeding these limits must be on file in the inspection department office prior to the issuance of any permit. The insurance coverage shall include a provision that in the

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event such coverage is cancelled or reduced, the insurance carrier shall notify the inspection department at least ten days prior to such cancellation or reduction in coverage.

- (b) All persons, partnerships, or corporations, before engaging in the business of building construction and/or remodeling, shall obtain and have in full force and effect a policy of general liability insurance with limits of at least \$500,000.00 per occurrence, written by a company authorized to do business in the state, insuring against claims or actions for bodily injuries and property damage occurring or claiming to have occurred or growing out of the building construction and/or remodeling business. A certificate of insurance meeting or exceeding these limits must be on file in the inspection department office prior to the issuance of any permit. The insurance coverage shall include a provision that in the event such coverage is cancelled or reduced, the insurance carrier shall notify the inspection department at least ten days prior to such cancellation or reduction in coverage.

- (c) All contractors must supply proof of worker's compensation insurance or self-insurance.

SECTION 2: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

SECTION 4: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

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

PASSED AND APPROVED in Regular Council Session on this the **24th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Version: D

Update Date: 5/15/2017 11:11 AM

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Subject: Resolution No. 2017-053 authorizing the City Manager to enter into a contract
for the North Texarkana Sewer Project in an amount not to exceed \$582,625.00.
Public **Second** **Council**
Briefing: 6/12/2017 **Hearing:** 6/12/2017 **Briefing:** June 26, 2017 **Vote:** 7/10/2017

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

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, May 2, 2017 for the North Texarkana Sewer Extensions – Phase I of a project to extend sanitary sewer service to annexation areas. Three (3) contractors picked up bid packages for the project and one (1) contractor bid on the project. RBIS, LLC of Texarkana, Arkansas was the apparent low bidder with a low Bid of \$582,625.00. This project consists of installing sewer mains in the north Texarkana area. This project will install approximately 4,300 feet of sewer mains, 1,840 feet of two-inch (2”) force mains, one lift station, 26 manholes, 18 sewer services, and related appurtenances. RBIS, LLC has successfully completed several jobs for the Utility including the South Wake Village Road Sewer Extensions and the McKnight Road Water & Sewer Relocations.

Potential Options:

- None

Fiscal Implications:

Funds were budgeted in the Texarkana Water Utilities 2016-2017 Budget in the Texas Capital Improvement Fund.

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

City of Texarkana, Texas

- a. 2017-053 RES North Texarkana Sewer Project (DOCX)
- b. 2017-053 ATTH 01 Bid Summary (DOCX)
- c. 2017-053 ATTH 02 Bid Tabulation (XLS)
- d. 2017 053 ATTH 03 Map (PDF)
- e. 2017-053 Goals Perspectives(DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	
	05/05/2017 4:29 PM			
Water Utilities	Jim Cornelius	Review	Completed	05/08/2017
7:42 AM				
Water Utilities	JD Phillips	Review	Completed	05/08/2017
8:45 AM				
Public Information Officer		Lisa Thompson	PIO Review	Completed
	05/08/2017 8:56 AM			
City Manager	John Whitson	City Manager Review	Completed	05/19/2017
8:23 AM				
City Council	Vicky Coopwood	Meeting	Pending	07/24/2017
6:00 PM				

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
J.D. Phillips briefed this item.

RESOLUTION NO. 2017-053

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH RBIS, LLC OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED EIGHTY-TWO THOUSAND SIX HUNDRED TWENTY-FIVE DOLLARS (\$582,625) FOR THE NORTH TEXARKANA SEWER PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 2, 2017, one (1) bid was received and a copy of the bid summary is attached hereto as **ATTH01**, by Texarkana Water Utilities for the North Texarkana Sewer Project; and

WHEREAS, the project will consist of installing approximately 4,300 feet of sewer mains, 1,840 feet of force mains, one lift station, 26 manholes, 18 sewer services and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by RBIS, LLC of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH02** in an amount not to exceed \$582,625; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2016-2017 Texas Capital Improvement Fund are available in the amount of \$582,625 for the North Texarkana Sewer Project.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by RBIS, LLC of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH02** be and is hereby approved in an amount not to exceed \$582,625 for the installation of approximately 4,300 feet of sewer mains, 1,840 feet of force mains, one lift station, 26 manholes, 18 sewer services and related appurtenances.

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

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 **10th** day of **July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RES 2017-053 ATTH 01

Bid Tabulation**North Texarkana Sewer Project****Tuesday, May 2, 2017, 2:00 P.M.**

		Base Bid
1	RBIS, LLC Texarkana, Arkansas	\$582,625.00
2	Bobo & Bain Construction Hope, Arkansas	No Bid
3	Belt Construction, Inc. Texarkana, Arkansas	No Bid

Time First Bid Opened: 2:00 P.M.

Number of Bidders: 1

Apparent Low Bidder: RBIS, LLC

Attachment: 2017-053 ATTH 01 Bid Summary (1647 : 2017-053 RES North Texarkana Sewer Project)

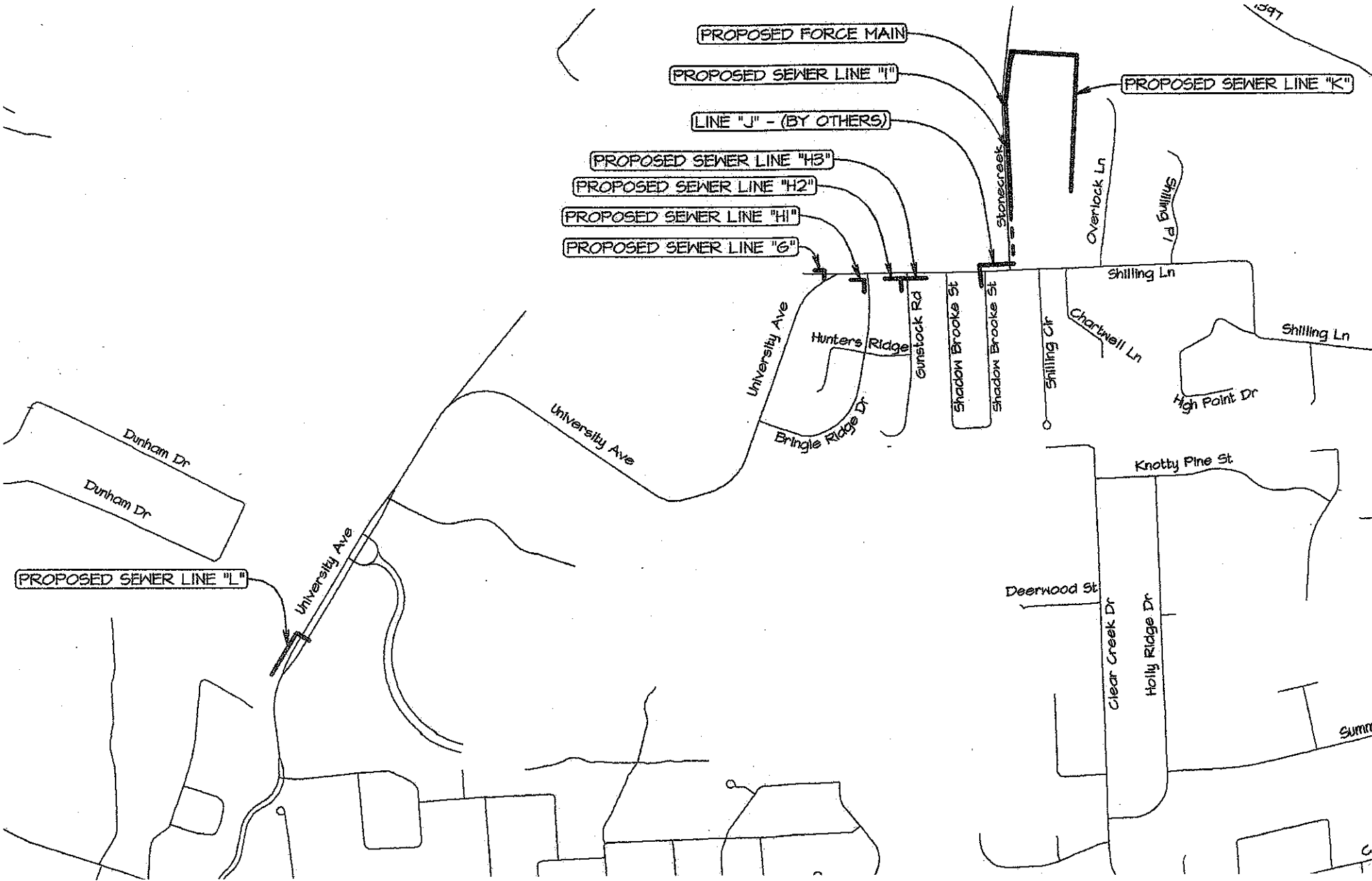
Bid Tabulation
NORTH TEXARKANA SEWER PROJECT
Project No. 62-000-135131-T121148
MAY 2, 2017 @ 2:00

7.1.c

2017-053 ATTH 02

BASE BID:					
				RBIS, LLC	
				<i>Texarkana, AR</i>	
Item	Quantity	Unit	Description	Amount	Total
1	1	LS	Mobilization	\$31,920.00	\$31,920.00
2	1	LS	Barricades and Traffic Handling	\$14,560.00	\$14,560.00
3	42	STA	Right of Way Preparation	\$280.00	\$11,760.00
4	1	EA	2" PVC Sewer Force Main Drilled Core Connection/Discharge at Manhole	\$870.00	\$870.00
5	1840	LF	2" PVC Sewer Force Main	\$5.00	\$9,200.00
6	66	LF	2" PVC Sewer Force Main by Bore	\$29.00	\$1,914.00
7	476	LF	8" PVC Sewer (0' to 6')	\$35.50	\$16,898.00
8	2450	LF	8" PVC Sewer (6' to 8')	\$43.50	\$106,575.00
9	655	LF	8" PVC Sewer (8' to 10')	\$49.00	\$32,095.00
10	509	LF	8" PVC Sewer (10' to 12')	\$56.50	\$28,758.50
11	45	LF	8" PVC Sewer (12' plus')	\$67.00	\$3,015.00
12	86	LF	8" PVC Sewer by Bore	\$106.00	\$9,116.00
13	17	EA	48" Sanitary Sewer Manhole	\$2,685.00	\$45,645.00
14	26	VF	48" Sanitary Sewer Manhole - Extra Vertical Feet	\$180.00	\$4,680.00
15	5	EA	Sanitary Sewer Cleanout	\$1,190.00	\$5,950.00
16	1	EA	Bolted Covers for Manholes	\$872.00	\$872.00
17	5	EA	Test Stations for Locating Force Mains	\$195.00	\$975.00
18	1	LS	Lift Station "I"	\$59,635.00	\$59,635.00
19	1	LS	Electrical Service, Light Pole and Fencing - Lift Station "I"	\$9,800.00	\$9,800.00
20	2	EA	Remove Existing Manholes	\$2,800.00	\$5,600.00
21	250	CY	Pipe Embedment (Washed Gravel)	\$40.00	\$10,000.00
22	9	EA	Sewer Service, 4" (Short Side)	\$920.00	\$8,280.00
23	9	EA	Sewer Service, 4" (Long Side)	\$1,760.00	\$15,840.00
24	100	LF	Silt Fence or Straw Wattle	\$9.00	\$900.00
25	5500	SY	Seeding and Erosion Control	\$2.25	\$12,375.00
26	455	LF	4" PVC Sewer Service by Open Cut	\$24.00	\$10,920.00
27	1	EA	2" PVC in Manhole	\$591.00	\$591.00
28	110	SY	12' Wide all Weather Access Road	\$22.00	\$2,420.00
29	28	LF	30" RCP Culvert Pipe	\$100.00	\$2,800.00
30	2	EA	Safety End Treatments(RCP), 30"	\$1,867.00	\$3,734.00
31	340	LF	8" PVC Sewer by Bore, Certa-Lok Gaskets	\$115.00	\$39,100.00
32	117	LF	8" DIP Sewer by Bore, Locking Gaskets	\$127.00	\$14,859.00
33	99	LF	8" DIP Sewer by Bore	\$120.00	\$11,880.00
34	1450	SY	Full Sod	\$6.75	\$9,787.50
35	1	LS	Generator w/Pad, Automatic Transfer Switch, natural gas power, LS "I"	\$21,200.00	\$21,200.00
36	2	EA	Air Release Valve, 1"	\$1,525.00	\$3,050.00
37	42	STA	Trench Safety	\$225.00	\$9,450.00
38	1	LS	Stormwater Management (Erosion Control)	\$5,600.00	\$5,600.00
			Total Base Bid:		\$582,625.00

Attachment: 2017-053 ATTH 02 Bid Tabulation [Revision 1] (1647 : 2017-053 RES North Texarkana Sewer



Attachment: 2017 053 ATTH 03 Map [Revision 1] (1647 : 2017-053 RES North Texarkana Sewer Project)

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:

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 5/15/2017 11:29 AM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2017-054 rezoning a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. Single Family-2 to Single Family-3. Walter Davis, applicant. Regina Davis, agent.

Subject: Public **Second** **Council**
Briefing: 6/12/2017 **Hearing:** 6/12/2017 **Briefing:** June 26, 2017 **Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Z-16-4: This is a request by Walter Davis, owner, and Regina Davis, agent, to rezone a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road from Single Family-2 to Single Family-3. The proposed use is one double wide HUD code manufactured home. The current use is heavily wooded vacant land.

The adjacent zoning is Single Family-2 to the north and west, Industrial-2 to the east, and Single Family-2, Single Family-3 and Commercial to the south. The adjacent land use is residences to the north, residences and vacant land to the south and east, and vacant land to the west.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

The Comprehensive Plan has designated this as a low density residential area. There are several manufactured homes located in the neighborhood directly to the south of this tract of land. Double wide manufactured housing looks similar to some of the existing frame pier and beam houses in this area. Therefore, staff recommends for approval of this request.

City of Texarkana, Texas

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

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-054 ORD rezoning 2808 Buchanan Road from SF-2 to SF-3 (PDF)
- b. 2017-054 ATTH 01 Maps (PDF)
- c. 2017-054 ATTH 02 Zoning district definitions (PDF)
- d. 2017-054 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:17 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/15/2017 8:29 AM	
Public Information Officer	Lisa Thompson	PIO Review Completed
05/15/2017 8:33 AM		
City Manager John Whitson	City Manager Review Completed	05/15/2017
8:42 AM		
City Council Jennifer Evans	Meeting Completed	05/22/2017
6:00 PM		

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

Z-17-4

ORDINANCE NO. 2017-054

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 31 ACRE TRACT OF LAND (TRACT 61) IN THE R.E. SEVEY HRS, A-523, LOCATED AT 2808 BUCHANAN ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and 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-2 to Single Family-3** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** 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 a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523 located at 2808 Buchanan Road in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of July, 2017.**

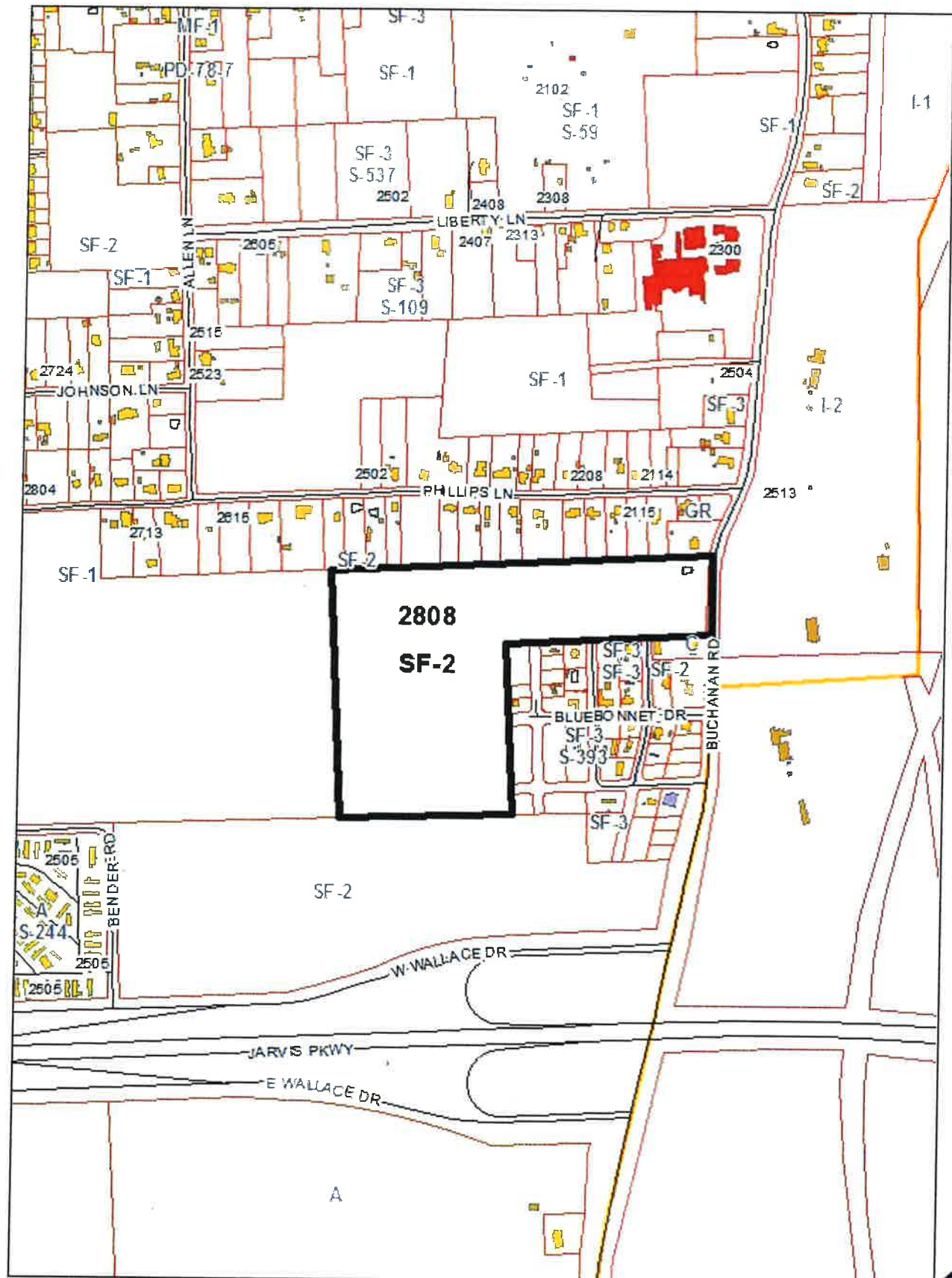
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2808 Buchanan Road

Department of Planning and Community Development



1:8,000

Attachment: 2017-054 ATTH 01 Maps (1650 : 2017-054 ORD rezoning 2808 Buchanan Road from SF-2 to SF-3)



2808 Buchanan Road

Department of Planning and Community Development



Attachment: 2017-054 ATTH 01 Maps (1650 : 2017-054 ORD rezoning 2808 Buchanan Road from SF-2 to SF-3)

1:8,000





CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

Po Box 1007
220 Te
Texarkana TX 75504
(903) 798-3945
www.txkusa.org

7.2.c

For complete definition of Use District and Permitted Uses, consult City Zoning Ordinance

- "A" Agriculture Districts – Single Family homes on 1 acres or more of land; ranches farms, stables, public utility facilities, country clubs, schools, churches, green houses and other agrarian related uses.
- "SF-1" Single-Family Dwelling District 1 – Uses permitted in "A" District plus, Single Family homes on lots of 12,000 square feet or more.
- "SF-2" Single-Family Dwelling District 2 – Uses permitted in "SF-1" District plus: Single Family homes on lots of 7,200 square feet or more.
- "SF-3" Single-Family Dwelling district 3 – Uses permitted in "SF-2" District plus: Single Family homes on lots of 5,000 square feet or more, modular or factory fabricated dwelling. HUD code manufactured homes subject to a specific location and a Specific use Permit (SUP).
- "PUR" Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3750 square feet or more, Zero lot line homes/Patio Homes, 5000-6000 square feet or more. Subdivision must note housing type. Not to exceed 6 homes per gross acres over 2 acres, 8 homes under 2 acres.
- "2F-1" Two-Family Dwelling District 1 – Uses permitted in "SF-3" District plus: Two-Family dwelling units (duplexes) on lots of 10,000 square feet or more.
- "2F-2" Two Family Dwelling District 2 – Uses permitted in "2F-1" District plus: Duplexes on lots of 6,000 square feet or more.
- "TH" Townhouses Dwelling district – Uses permitted in "2F-2" District plus: Townhouses on lots of 2,000 square feet or more. Not to exceed 14 ½ dwelling units per gross acre.
- "MF-1" Multiple Family Dwelling District 1 – Uses permitted in "TH" District plus: Apartments are not to exceed 24 units per gross acres, row houses not to exceed 21 units per gross acres, hospitals, boarding, and rooming houses.
- "MF-2" Multiple Family Dwelling District 2 – Uses permitted in "MF-1" District plus: Apartments, not to exceed 27 units per gross acres, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high-rise apartments.
- "P" Parking District – Single Family detached homes, parking lots (private and public), nursing home, and schools.
- "O" Office District – Uses permitted in "P" District plus: Bank, savings & loan office, fraternity or sorority house, museum or art gallery, kindergarten, day care, medical office, general business office, hotel and motel.
- "NS" Neighborhood Services District – Uses permitted in "MF-2" and "O" districts plus: Theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery.
- "GR" General Retail District – Uses permitted in "NS" District plus: Gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of City Council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the Zoning Ordinance, per clinic.
- "LC" Limited Commercial District – Uses permitted in "GR" District plus: Auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/warehouse (no outside storage), and plumbing shops (with a Specific Use Permit).
- "CB" Central Business District – Uses permitted in "LC" District plus: Storage yards, dance hall or night club, commercial golf course, private club, roller skating rink, drive-in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse.
- "C" Commercial District – Uses permitted in "CB" District plus: Hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile homes sales or rental, wholesale storage facilities, heavy machinery sales and storage.
- "I-1" Industrial District 1 – All uses permitted in "C" District with the exception of Single-Family homes, duplexes and attached single family housing plus: outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing.
- "I-2" Industrial District 2 – Any use with the exception of housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas.
- "PD" Planned Development District – Any permitted use when approved as part of an overall project plan by the City Council; subject to conditions as indicated in the City Zoning Ordinance.

Attachment: 2017-054 ATTH 02 Zoning district definitions (1650 : 2017-054 ORD rezoning 2808 Buchanan Road from SF-2 to SF-3)

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

No Additional

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: 5/12/2017 2:50 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Ordinance No. 2017-055 granting a Specific Use Permit to allow a double wide HUD code manufactured home on a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. Walter Davis, owner.

Subject: Regina Davis, agent.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

S-676: This is a request by Walter Davis, owner, and Regina Davis, agent, for a Specific Use Permit to allow the one additional use of a 2002 double wide HUD code manufactured home as a residence on a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan Road. The current use is heavily a wooded tract of vacant land.

The adjacent zoning is Single Family-2 to the north and west, Industrial-2 to the east, and Single Family-2, Single Family-3 and Commercial to the south. The adjacent land use is residences to the north, residences and vacant land to the south and east and vacant land to the west.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request with the following stipulations:

City of Texarkana, Texas

1. That one 2002 double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of the Specific Use Permit with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-055 ORD granting SUP for manf. home at 2808 Buchanan Rd (PDF)
- b. 2017-055 EXH 'A' Photo of manf. home (PDF)
- c. 2017-055 ATTH 01 Maps (PDF)
- d. 2017-055 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:16 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/15/2017 8:32 AM
Public Information Officer	Lisa Thompson	PIO Review
	05/15/2017 8:33 AM	Completed
City Manager	John Whitson	City Manager Review
8:43 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		05/22/2017

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

ORDINANCE NO. 2017-055

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-676 TO ALLOW THE LOCATION OF A HUD CODE DOUBLE WIDE MANUFACTURED HOME ON A 31 ACRE TRACT OF LAND (TRACT 61) IN THE R.E. SEVEY HRS, A-523, LOCATED AT 2808 BUCHANAN ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an Amendment to the Zoning Ordinance so as to grant a **Specific Use Permit** to allow the location of a HUD code double wide manufactured home (**Exhibit “A”**) on a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS, A-523, located at 2808 Buchanan 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 six (6) to zero (0) to recommend** to the City Council of the City of Texarkana, Texas **that a Specific Use Permit be granted to allow the location of HUD code double wide manufactured home** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant a **Specific Use Permit numbered S-676 for the purpose of allowing the location of a HUD code double wide manufactured home (Exhibit ‘A’)** on the following described property, to-wit: a 31 acre tract of land (Tract 61) in the R.E. Sevey HRS-A-523, located at 2808 Buchanan Road in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. That one 2002 double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas, codes.

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

SECTION 4: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

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

PASSED AND APPROVED in regular Council Session on this the **10th day of July, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN

Exhibit 'A'



Attachment: 2017-055 ORD granting SUP for manf. home at 2808 Buchanan Rd (1651 : 2017-055 ORD granting specific use permit at 2808

Exhibit 'A'



Attachment: 2017-055 EXH 'A' Photo of manf. home (1651 : 2017-055 ORD granting specific use permit at 2808 Buchanan Road)





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

No Additional

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

Version:

Update Date: 5/12/2017 2:50 PM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2017-056 amending PD-15-5(GR) for site plan approval on Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard. Texas Boulevard Properties, LLC, applicant. Bryan Callaway, agent.
Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request for site plan approval by Texas Boulevard Properties, LLC, owner, and Bryan Callaway, Studio 230, LLC, agent, on Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard. The proposed use is a general retail landscape business that includes a retail/office building, storage building and outside plant sales. Currently, the property is vacant.

The property is zoned Planned Development-General Retail [PD-15-5(GR)]. Approval of the site plan would constitute an amendment to that zoning, even though the overall classification of Planned Development-General Retail would be unchanged. The proposed use is consistent with the listed uses in the Land Development Code for Planned Development-General Retail. The adjacent zoning is Planned Development-Office to the north, east and south and Single Family-2 to the west. The adjacent land use is an insurance office to the south and residences to the north, east and west.

The site plan consists of the following:

- A 2078 square foot office/retail building with painted hardy panel siding to be located on the front portion of the property.
- A 940 square foot metal warehouse building with overhead door to be located along the north property line directly behind the office/retail building.
- Wall signage located on building front.
- 12 parking spaces including a handicapped space.
- A gravel area west of the parking lot to be used as a turn-around spot for longer vehicles and trailers.
- Asphalt or concrete parking lot and drive.
- An 8' wooden privacy fence along the south and west property lines and a cyclone fence along the north property line.
- An 8' wooden privacy fence extending south from the enclosed storage area to the south property line with a gate and Knox padlock.
- An irrigation well to be located at the rear of lot for watering of plants only (use of a well for irrigation purposes is not regulated by City ordinance).
- Wooden trellises for shade and plant storage to be located at the rear portion of the property.
- Screened dumpster located along south property line adjacent to parking lot inside fenced area.
- 48 square foot monument style sign allowed if additional signage is requested in the future (no CEVMS is allowed).

City of Texarkana, Texas

The applicant has been made aware that if this site plan is approved as submitted, there may be additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer prior to the issuance of building permits.

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

Potential Options:

None

Fiscal Implications:

None

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission voted unanimously to recommend to the City Council the approval of the requested site plan with the following stipulations: (i) any outdoor lighting is to be shielded away from adjacent residential properties; (ii) the only items for outdoor display and storage will be plants and trees; and (iii) an irrigation well for watering of plants only shall be located at the rear of the lot.

Consistent with the unanimous recommendation of the Planning and Zoning Commission, staff recommends approval of the site plan as submitted with the following stipulations:

- Any lighting is to be shielded from adjacent residential properties;
- The only items for outdoor display and storage will be plants and trees; and
- The irrigation well location as specified in the site plan and its use as specified above.

Written Protest:

Section 140-317(d) of the Land Development Code and Section 211.006 of the Texas Local Government Code provide in pertinent parts that an affirmative vote of three-fourths of the City Council (that is, the affirmative vote of five councilmembers) is required for adoption of an ordinance approving any amendment or change to a zoning regulation upon timely receipt of a written protest signed by the owners of at least twenty percent of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from that area. A written protest against the amendment to PD-15-5(GR) and against the proposed uses for the subject property was timely filed prior to consideration by the Planning and Zoning Commission of the application. Initial review by City staff of the petition signatures and what staff believes to be the corresponding land or lots suggests that the threshold percentage of area of lots or land as required by law has been met to trigger the need for an affirmative vote of five councilmembers to approve the site plan and amendment to PD-15-5(GR).

Staff Recommendation:

Consistent with the unanimous recommendation of the Planning and Zoning Commission, staff recommends approval of the site plan as submitted with the following stipulations:

- Any lighting is to be shielded from adjacent residential properties;
- The only items for outdoor display and storage will be plants and trees; and
- The irrigation well location as specified in the site plan and its use as specified above.

Additional Procedural History

City of Texarkana, Texas

In 2015, at the request of the owner, this property was rezoned from Planned Development-Office to Planned Development-General Retail for a contemplated use of a proposed restaurant for Flour Child Fine Foods Market. Earlier this year, a previous application for this property was conservatively construed by City staff as necessitating a specific use permit together with approval of a site plan. The Planning and Zoning Commission considered this application on April 3, 2017. A written protest to the proposed amendment was timely presented. Although the Commission unanimously approved the request, a site plan submitted thereafter differed from the plan approved by the Commission. Also, one of the protestors contacted the City Attorney with related questions. After City staff and the City Attorney met to review the Commission action and the changed site plan, a determination was made that the applicant's concessions and clarifications at the April 3rd Commission hearing dispensed with the need of a specific use permit (or, in other words, the proposed uses for the property as clarified are consistent with the listed uses in the Land Development Code for Planned Development-General Retail without requiring a specific use permit). The applicant agreed to withdraw this previous application, and the process was restarted with the current application and new notifications as required by the city code.

Attachments:

2017-056 Ordinance
 EXH 'A' – Site Plan
 ATTH 01 – Aerial Site Plan
 ATTH 02 – Maps
 ATTH 03 – Elevations
 ATTH 04 – Petition in opposition from owners within 200'
 ATTH 05 – Petition in opposition from owners outside 200'
 ATTH 06 - Request from property owner to remove name from petition

Attachments

- a. 2017-056 ORD amending PD-15-5(GR) - Copy (PDF)
- b. 2017-056 EXH 'A' Site plan (PDF)
- c. 2017-056 ATTH 01 Aerial site plan (PDF)
- d. 2017-056 ATTH 02 Maps (PDF)
- e. 2017-056 ATTH 03 Elevations (PDF)
- f. 2017-056 ATTH 04 Petition within 200' (PDF)
- g. 2017-056 ATTH 05 Petition outside 200' (PDF)
- h. 2017-056 ATTH 06 Request to remove name from petition (PDF)
- i. 2017-056 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:16 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/15/2017 8:46 AM	
Public Information Officer	Lisa Thompson	PIO Review Completed
05/15/2017 8:56 AM		
City Attorney	Jeffery C. Lewis	Review Completed 05/15/2017
11:48 AM		
City Manager	John Whitson	City Manager Review Completed 05/19/2017
8:26 AM		

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

05/22/2017

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17

David Orr briefed this item. Bryan Callaway made additional comments and answered questions for council.

Amendment to
PD-15-5(GR)

ORDINANCE NO. 2017-056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-15-5(GR) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF A GENERAL RETAIL LANDSCAPE BUSINESS THAT INCLUDES AN OFFICE/RETAIL BUILDING, STORAGE BUILDING AND OUTSIDE PLANT SALES ON LOT 6, BLOCK 3, J.T. SPEARS ADDITION, LOCATED AT 3603 TEXAS BOULEVARD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a site plan (**Exhibit ‘A’**) to allow the location of a general retail business on Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard in the City of Texarkana, Bowie County, Texas, (“the subject property”); and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-15-5(GR)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-15-5(GR); and

WHEREAS, the proposed uses for a general retail landscaping business (an office/retail building, storage building and outside plant sales) are consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have held public 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, a written protest against the amendment to PD-15-5(GR) and against the proposed uses for the subject property was timely filed prior to consideration by the Planning and Zoning Commission of the application for approval of the site plan (**Exhibit ‘A’**); 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 to the City Council of Texarkana, Texas, the approval of the petition for a site plan (Exhibit ‘A’)** to allow the location of a general retail landscape business that includes an office/retail building, storage building and outside plant sales, with the following stipulations: (i) any outdoor lighting is to be shielded away from adjacent residential properties; (ii) the only items for outdoor display and storage will be plants and trees; and (iii) an irrigation well for watering of plants only shall be located at the rear of the lot; and

WHEREAS, per Section 140-317(d) of the Land Development Code and Section 211.006 of the Texas Local Government Code, an affirmative vote of three-fourths of the City Council (that is, the affirmative vote of five councilmembers) is required for adoption of an ordinance approving any amendment or change to a zoning regulation upon timely receipt of a written protest signed by the owners of at least twenty percent of the area of the lots or land immediately adjoining the area covered by the proposed

Attachment: 2017-056 ORD amending PD-15-5(GR) - Copy (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

change and extending 200 feet from that area; and

WHEREAS, City staff recommends approval of the recommendation of the Planning and Zoning Commission, approval of the site plan (**Exhibit 'A'**), and adoption of this ordinance amending PD-15-5(GR).

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

SECTION 1: Subject to Section 2, below, the site plan (**Exhibit 'A'**) for a general retail landscape business that includes an office/retail building, storage building and outside plant sales on Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved, with the City Council finding and determining that said approval is in the best interest of the public health, safety, morals and general welfare of the City.

SECTION 2: PD-15-5(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and with the following stipulations:

- 1) any outdoor lighting is to be shielded away from adjacent residential properties;
- 2) the only items for outdoor display and storage will be plants and trees; and
- 3) an irrigation well for watering of plants only shall be located at the rear of the lot.

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.

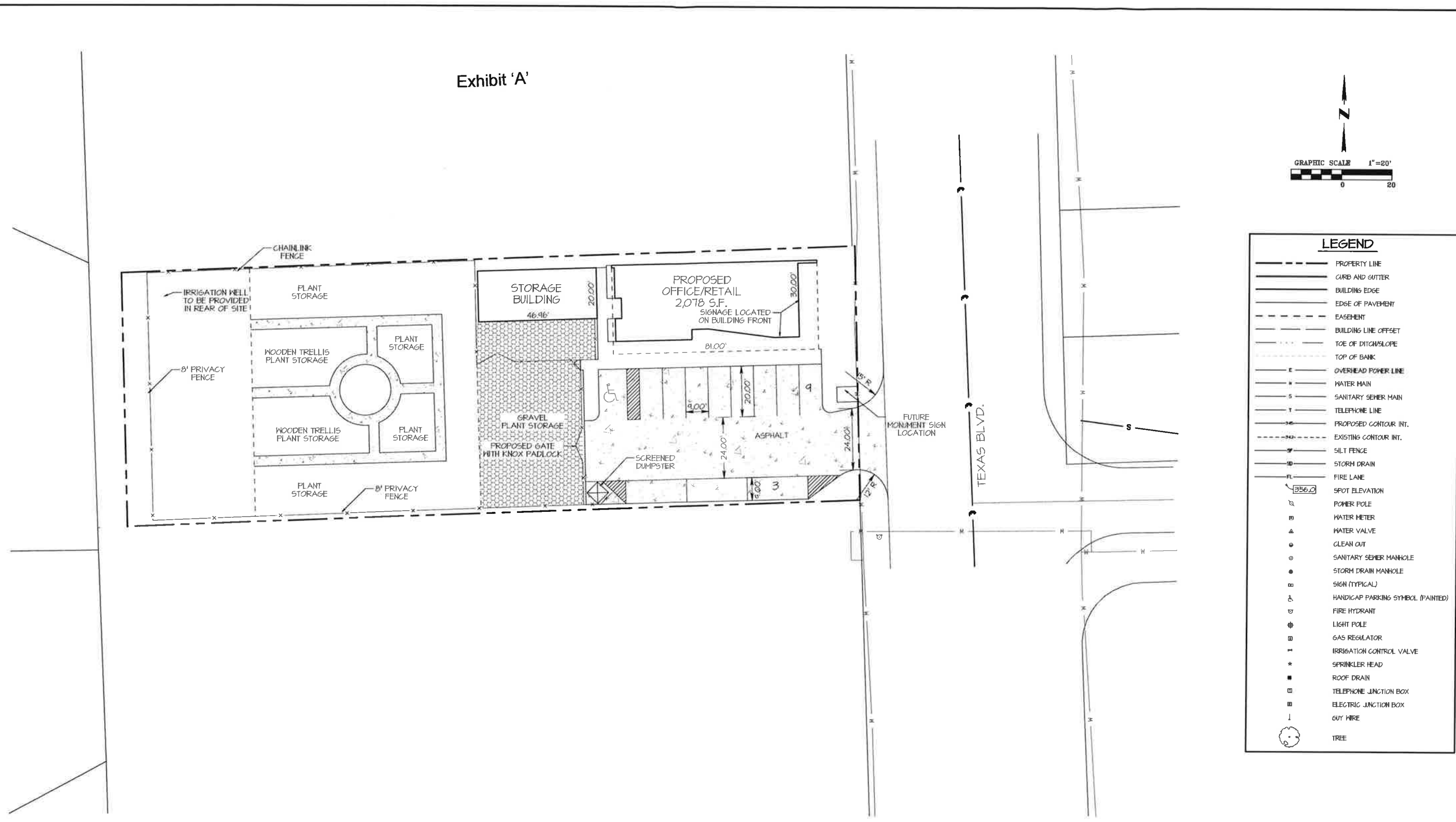
PASSED AND APPROVED in Regular Council Session on this the **10th day of July, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

\\P:\1601\Four Child Fire Food\Site Layout.dwg
7/10/2019



SITE LAYOUT

BRYAN CALLOWAY
TEXAS BLVD SITE

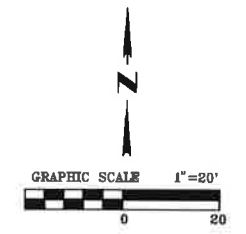
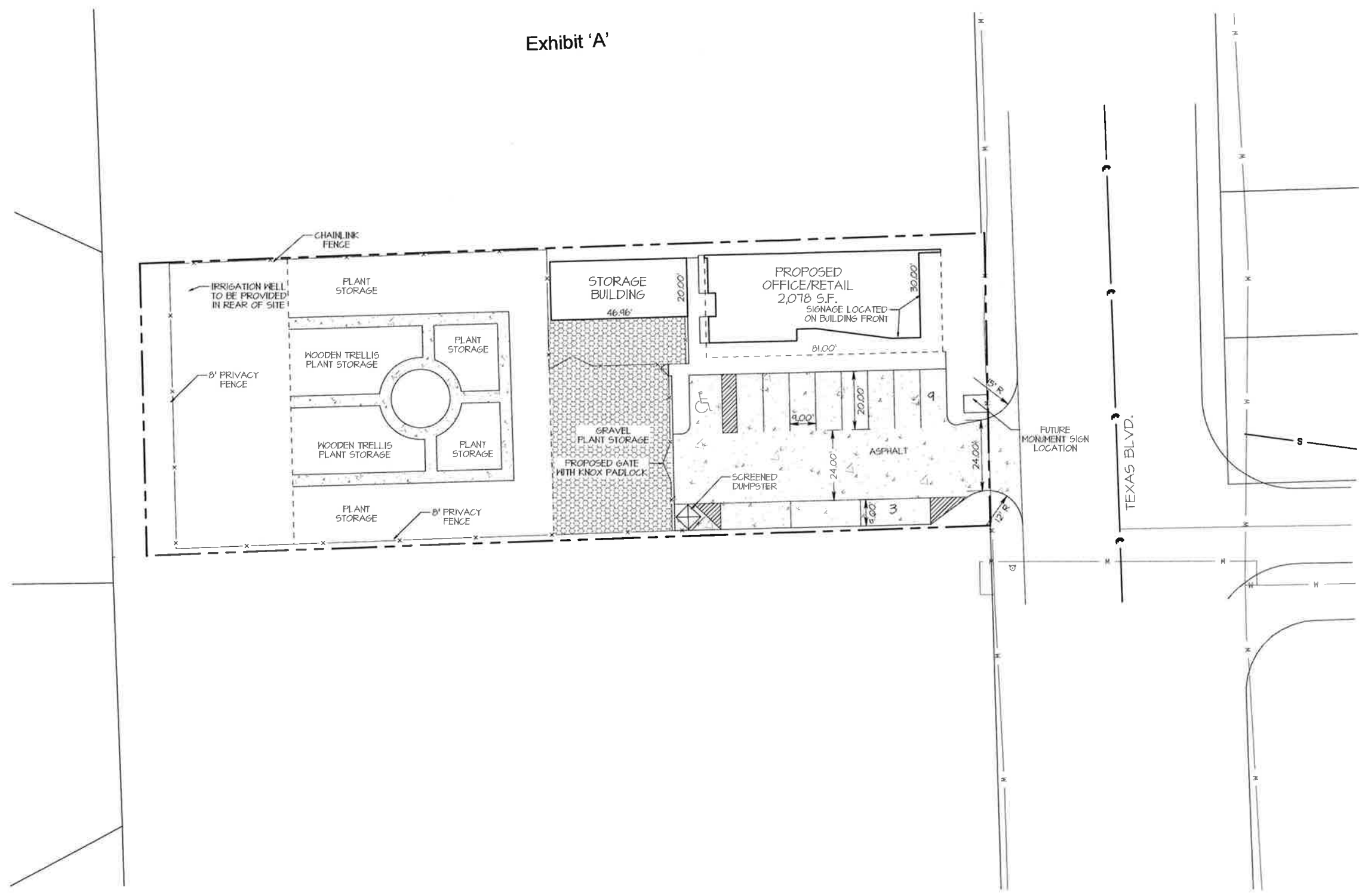
MTG
engineers

Packet Pg. 362

3430 SHERIDAN RD., P.O. BOX 3786
TEXARKANA, TEXAS 75501

PH: 903.893.4300 FAX: 903.893.4301

Exhibit 'A'



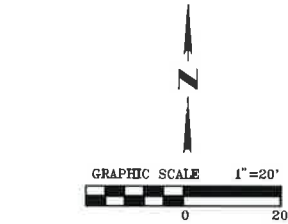
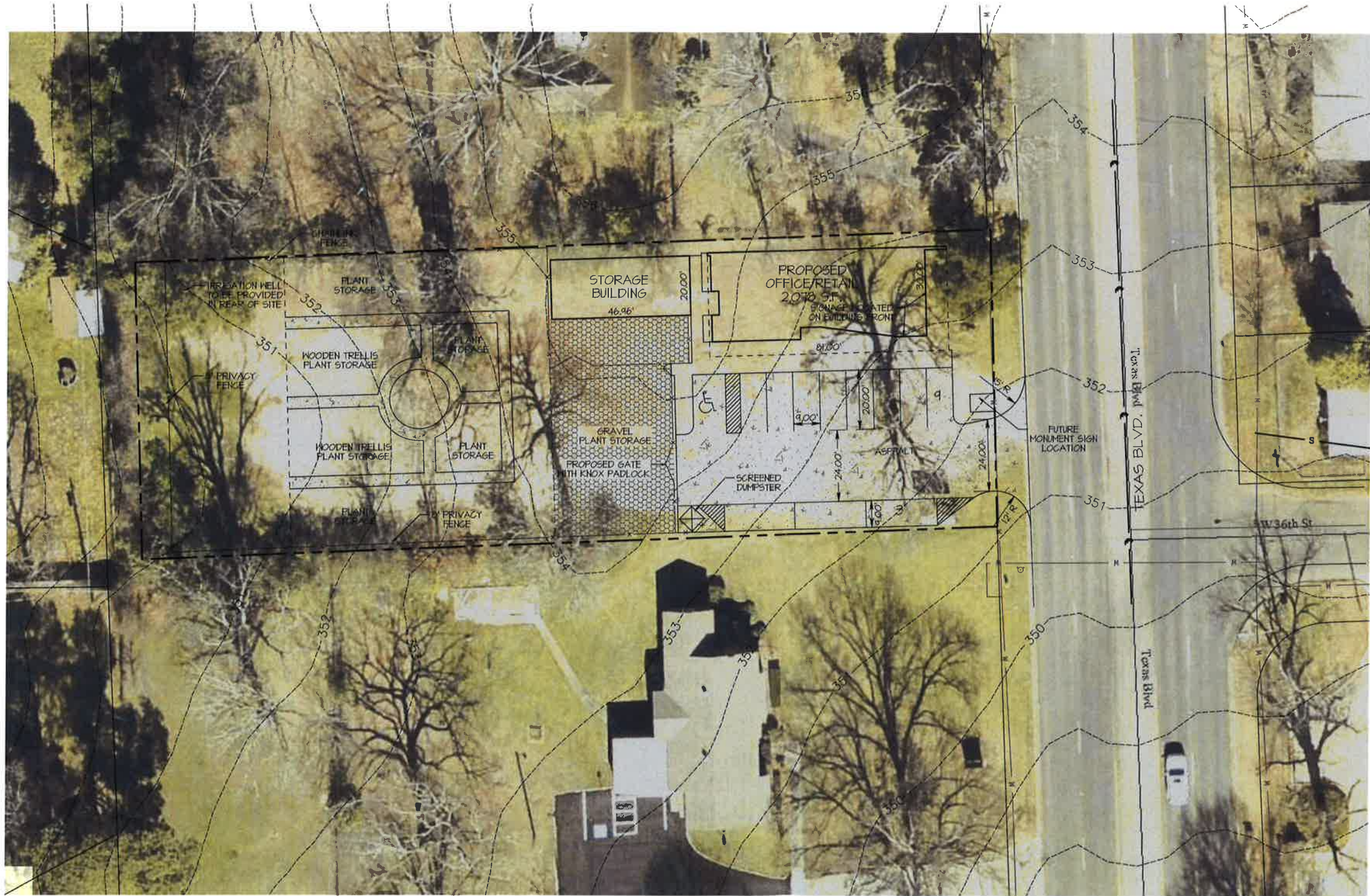
LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	EASEMENT
	BUILDING LINE OFFSET
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	TELEPHONE LINE
	PROPOSED CONTOUR INT.
	EXISTING CONTOUR INT.
	SILT FENCE
	STORM DRAIN
	FIRE LANE
	SPOT ELEVATION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

SITE LAYOUT

BRYAN CALLOWAY
TEXAS BLVD SITE

MTG
engineers

Packet Pg. 363



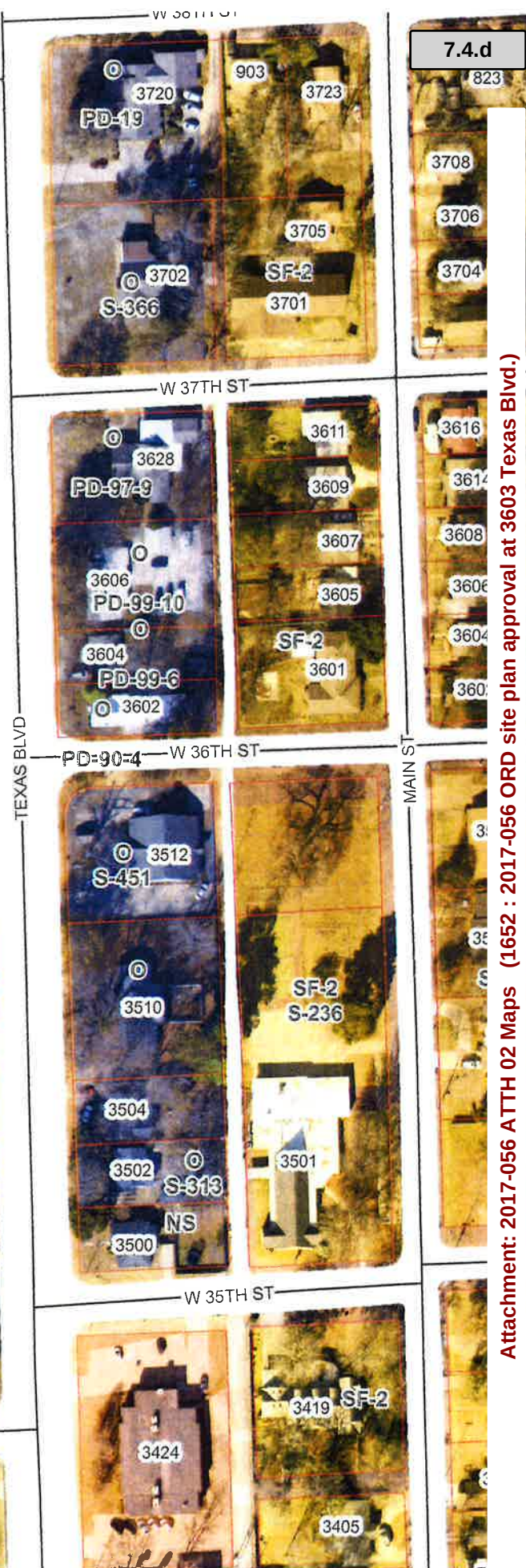
LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	EASEMENT
	BUILDING LINE OFFSET
	TOE OF DITCH/SLOPE
	TOP OF BANK
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	PROPOSED CONTOUR INT.
	EXISTING CONTOUR INT.
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	STORM DRAIN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

SITE LAYOUT

BRYAN CALLOWAY
TEXAS BLVD SITE

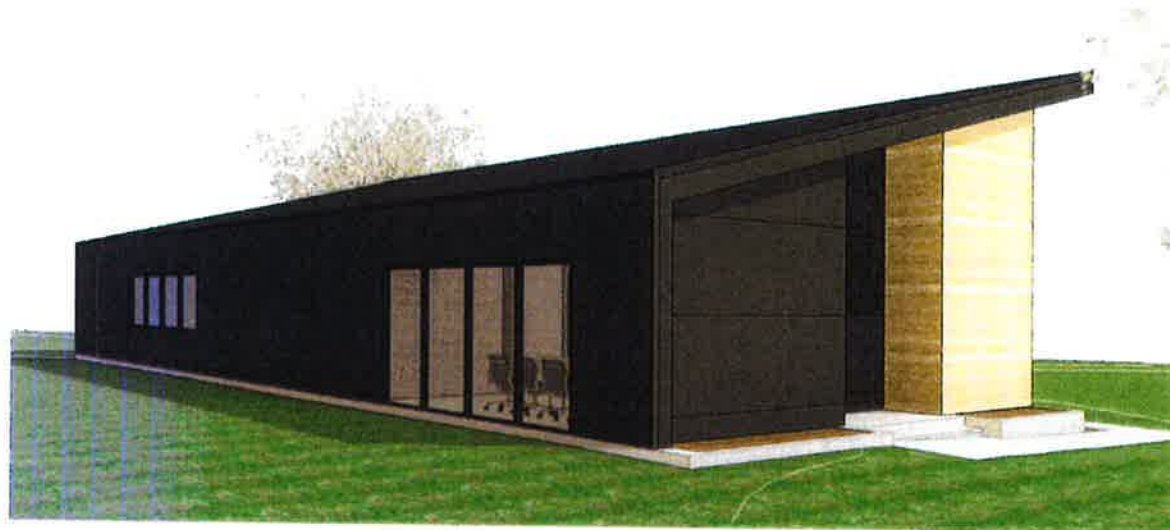


Packet Pg. 364





SOUTHWEST CORNER



NORTHWEST CORNER

deMx architecture 479.966.4871
104 N. East Ave | Fayetteville, Arkansas 72701

NEW OFFICE + RETAIL SPACE FOR:

STUDIO 230

3603 TEXAS BLVD., | TEXARKANA, TX 75503

3.2

SCHEMATIC DESIGN
03/23/2017
PROJECT NO. 43517

Attachment: 2017-056 ATTH 03 Elevations (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)



SOUTHEAST CORNER

NEW OFFICE + RETAIL SPACE FOR:

STUDIO 230

3603 TEXAS BLVD., TEXARKANA, TX 75503

deMx architecture 479.966.4871
104 N. East Ave | Fayetteville, Arkansas 72701

3.1

SCHEMATIC DESIGN

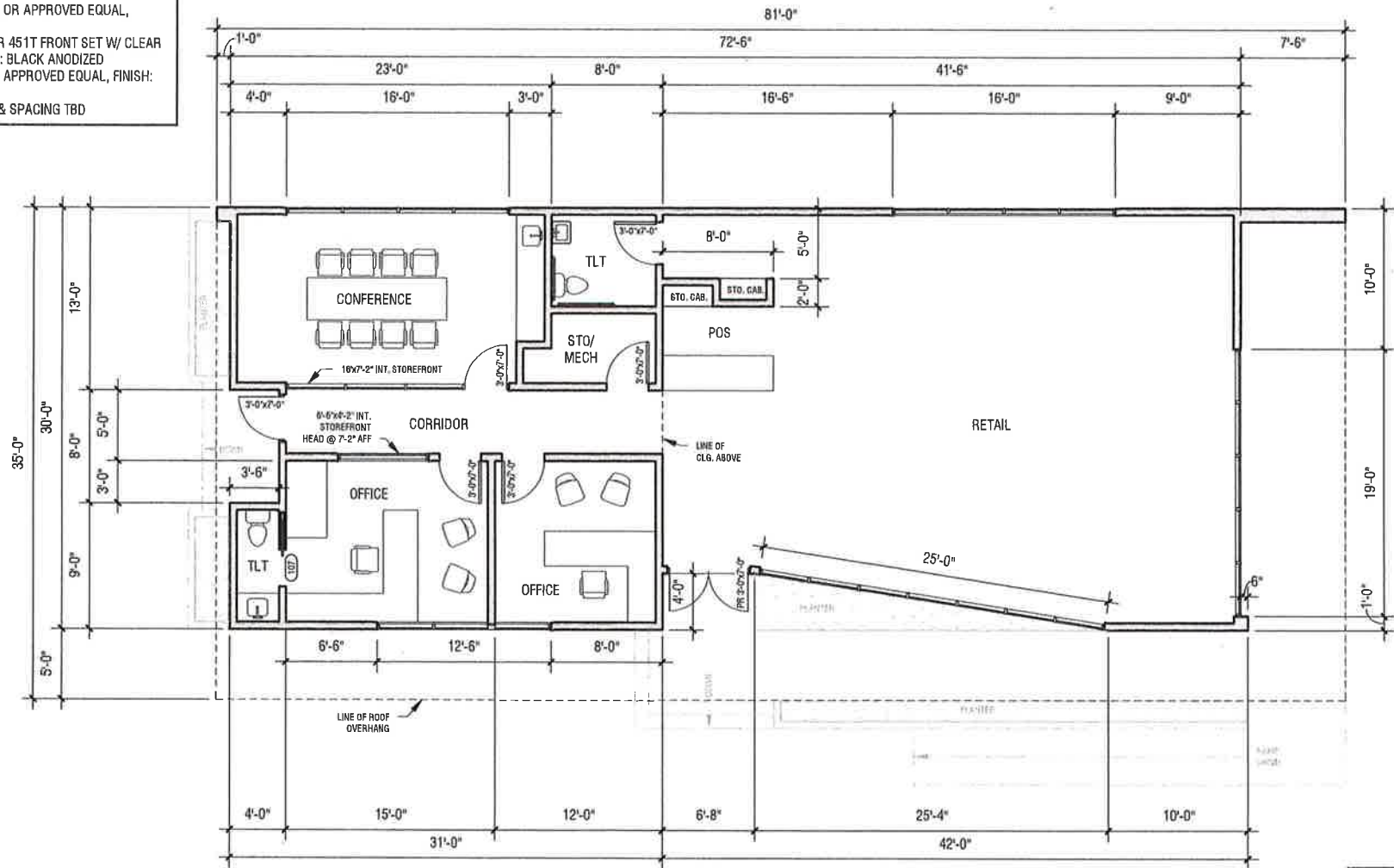
03/23/2017

PROJECT NO. 43517

Attachment: 2017-056 ATTH 03 Elevations (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

FLOOR PLAN NOTES

WALL TO BE 2x6 WOOD STUDS @ 16" O.C. W/ MIN R-16 INSUL.
 PLUMBING WALLS TO BE 2x6 WOOD STUDS @ 16" O.C.
 EXTERIOR WALLS TO BE 2x4 WOOD STUDS @ 16" O.C.
 FLOOR SURFACES TO BE SEALED CONCRETE
 WALL & CEILING FINISHES TO BE SMOOTH PAINTED GYP. BOARD
 DOORS TO BE EPOXY PAINTED
 STOREFRONTS TO BE KAWNEER 400 CENTER SET W/ CLEAR
 GLASS, FINISH: BLACK ANODIZED
 DOORS TO BE PAINT GRADE SOLID CORE WOOD DOORS W/
 FINISH: BLACK ANODIZED
 EXCEPT FOR CONFERENCE ROOM DOOR.
 ROOM DOOR TO BE KAWNEER 190 OR APPROVED EQUAL,
 FINISH: BLACK ANODIZED
 EXTERIOR STOREFRONTS TO BE KAWNEER 451T FRONT SET W/ CLEAR
 GLASS OR APPROVED EQUAL, FINISH: BLACK ANODIZED
 EXCEPT FOR CONFERENCE ROOM DOOR, FINISH:
 BLACK ANODIZED
 FLOOR FINISH TO BE WOOD "I" JOIST, SIZE & SPACING TBD



FLOOR PLAN

1/8" = 1'-0"

2071 SF



NEW OFFICE + RETAIL SPACE FOR:

STUDIO 230

3603 TEXAS BLVD. | TEXARKANA, TX 75503

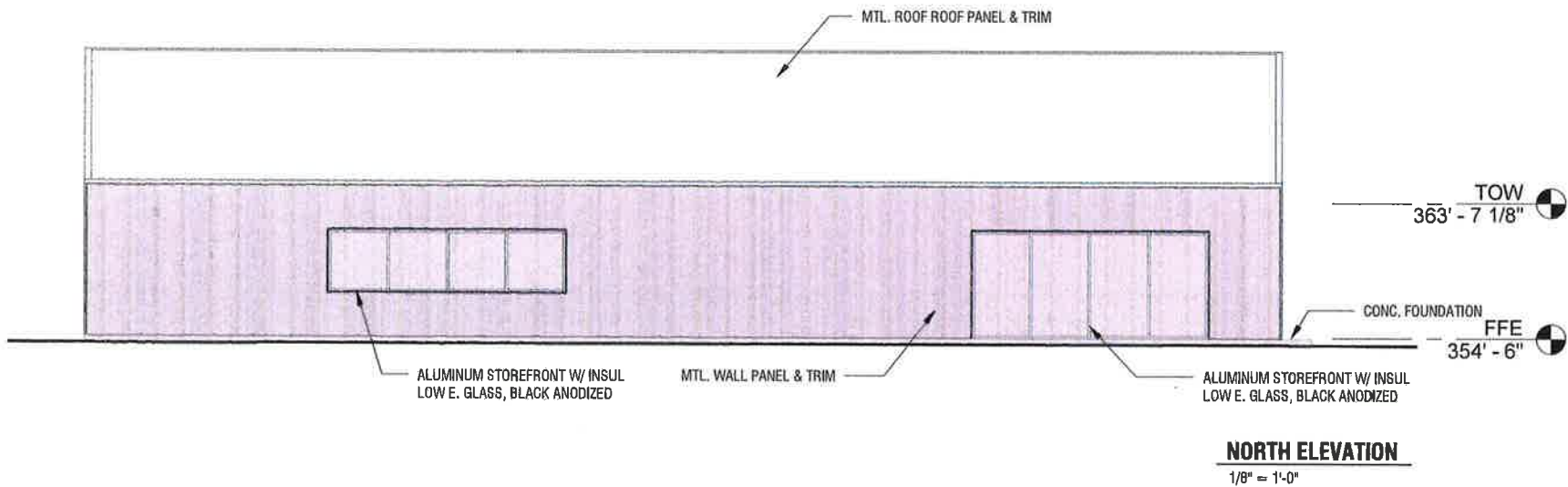
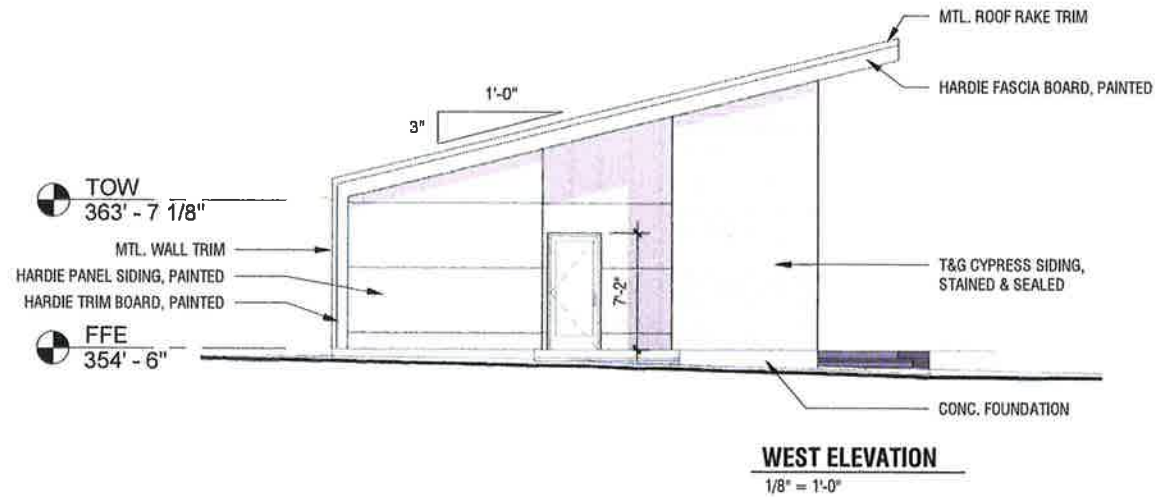
11

SCHEMATIC DESIGN

03/23/2017

PROJECT NO. 43517

deMx architecture 479.966.4871
 104 N. East Ave | Fayetteville, Arkansas 72701



deMx architecture 479.966.4871
104 N. East Ave | Fayetteville, Arkansas 72701

NEW OFFICE + RETAIL SPACE FOR:
STUDIO 230
3803 TEXAS BLVD. | TEXARKANA, TX 75603

22

SCHEMATIC DESIGN
03/23/2017
PROJECT NO. 43517

Attachment: 2017-056 ATTH 03 Elevations (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

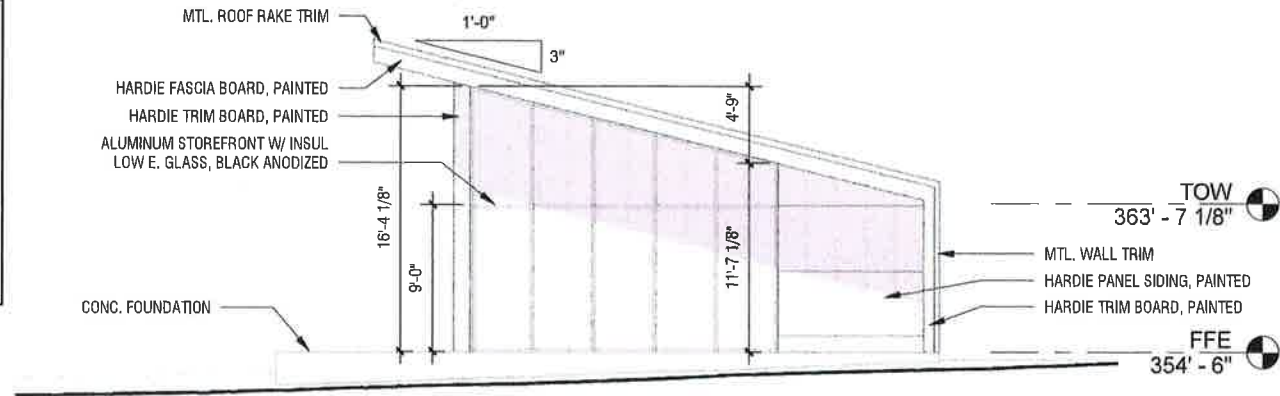
EXTERIOR MATERIAL NOTES

1. ROOF PANEL & MTL. WALL PANEL TO BE MBCI, P8C PANEL W/ EXPOSED JOINTS & CHARCOAL GRAY FINISH OR APPROVED EQUAL (DETAILS & FLASHINGS TO BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS)

2. SIDING BOARD TO BE 4x10 SMOOTH PANELS, FACTORY PRIMED W/ PAINT TO MATCH MTL. ROOF PANEL & MTL. WALL PANEL. (DETAILS, FLASHINGS & JOINTS TO BE INSTALLED ACCORDING TO MANUFACTURER'S RECOMMENDATIONS)

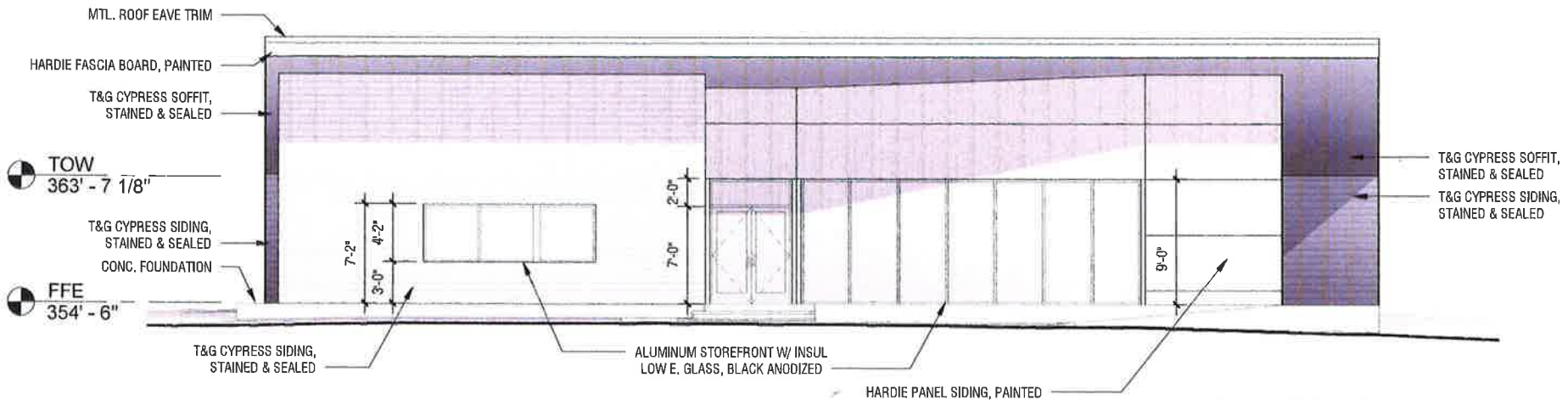
3. CEILING SIDING & SOFFIT MATERIAL TO BE TONGUE & GROOVE 1x6 SOLID WOOD OR APPROVED EQUAL, STAINED & SEALED FINISH (PROVIDE DRIP EDGES & FLASHING WHERE REQUIRED)

4. EXTERIOR STOREFRONTS TO BE KAWNEER 451T FRONT SET W/ CLEAR INSUL. GLASS OR APPROVED EQUAL, FINISH: BLACK ANODIZED



EAST ELEVATION

1/8" = 1'-0"



SOUTH ELEVATION

1/8" = 1'-0"

deMx architecture 479.966.4871
104 N. East Ave | Fayetteville, Arkansas 72701

NEW OFFICE + RETAIL SPACE FOR:

STUDIO 230

3603 TEXAS BLVD. | TEXARKANA, TX 75503

2.1

SCHEMATIC DESIGN

03/23/2017

PROJECT NO. 43517

Dec 1.28.17
HGB

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

We, the undersigned, hereby state and represent to the Planning and Zoning Commission and the City Counsel of the City of Texarkana, Texas, that we own property that is within 200 feet of the property located at 3603 Texas Boulevard, Texarkana, Texas, that Bryan Calloway is attempting to secure an Amendment to PD-15-5 (GR) for site plan approval to allow the location of an office/retail building, storage building and outside plant sales.

This address, 3603 Texas Boulevard was re-zoned general retail for a restaurant/catering business in 2015. This was never done, and now the former owners wish to sell this location, and their buyer wishes to use it for a landscape business.

We signed the first petition opposing the site plan and a specific use permit to allow outside display and storage. Then it was withdrawn, and after a closed meeting with the City Attorney a new site plan has been proposed.

We further state and represent that we are opposed to the granting of said Amendment and request that said application be denied. It is our understanding that to have the landscape business, the buyer of 3603 Texas Boulevard intends to purchase the lot to the north which is not zoned general retail. We intend to oppose any proposed re-zoning of that lot as well.

NAME	ADDRESS	TELEPHONE NUMBER
<u>Helen Asmus</u>	<u>3510 Texas Blvd</u>	<u>903-794-3236</u>
<u>Helen Asmus</u>	<u>3502 Texas Blvd</u>	<u>903-794-3236</u>
<u>Fred L. Alfred</u>	<u>3606 Texas Blvd</u>	<u>903-278-7343</u>

Attachment: 2017-056 ATTH 04 Petition within 200' (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

LEONEL MENDOZA 3422 Moore Drive 903 277 1044

Kimberly Smith McHenry 115 Park Circle 430-200-8612

James A. Barnett 3523 TX BLVD 903-794-9407

Jay Barnett 3523 Texas Blvd. 903-826-5026

Janod Barnett 3523 Texas Blvd 903-826-2112

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BOWIE

We, the undersigned, hereby state and represent to the Planning and Zoning Commission and the City Counsel of the City of Texarkana, Texas, that we own property that is not within 200 feet of the property located at 3603 Texas Boulevard, Texarkana, Texas that Bryan Calloway is attempting to secure an Amendment to PD-15-5 (GR) for site plan approval to allow the location of an office/retail building, storage building and outside plant sales *but that we own property in close proximity to this lot.*

This address, 3603 Texas Boulevard was re-zoned general retail for a restaurant/catering business in 2015. This was never done, and now the former owners wish to sell this location, and their buyer wishes to use it for a landscape business.

We signed the first petition opposing the site plan and a specific use permit to allow outside display and storage. Then it was withdrawn, and after a closed meeting with the City Attorney a new site plan has been proposed.

We further state and represent that we are opposed to the granting of said Amendment and request that said application be denied. It is our understanding that to have the landscape business, the buyer of 3603 Texas Boulevard intends to purchase the lot to the north which is not zoned general retail. We intend to oppose any proposed re-zoning of that lot as well.

NAME	ADDRESS	TELEPHONE NUMBER
<u>Howard Mowery</u>	<u>3723 Texas Blvd</u> <u>Texarkana, TX 75503</u>	<u>903-823-0101</u>
<u>[Signature]</u>	<u>3918 Texas Blvd</u> <u>TEXARKANA, TX 75503</u>	<u>903-823-3000</u>

Attachment: 2017-056 ATTH 05 Petition outside 200' (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

Sylvia Adams3623 Texas Blvd903-792-1525Debra J. Ward3901 Texas Blvd903-277-8972

Attachment: 2017-056 ATTH 05 Petition outside 200' (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

TEX-Burk, Debbie

From: Reala Jo Kent <realajokent@yahoo.com>
Sent: Monday, May 08, 2017 4:28 PM
To: TEX-Burk, Debbie
Subject: Removal of name on petition

I, Reala Jo Ward owner of Fringe Salon & Beauty Bar would like my signature removed from the opposition petition against Bryan Calloway's business of Studio 230.

Sent from my iPhone

Attachment: 2017-056 ATTH 06 Request to remove name from petition (1652 : 2017-056 ORD site plan approval at 3603 Texas Blvd.)

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

No Additional

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: 5/12/2017 2:50 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Ordinance No. 2017-057 granting a Specific Use Permit to allow a CEVMS on one side of an existing billboard on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive. Texas Roadhouse Holdings LLC, owner. Ryan Zaloudik, Fairway Outdoor Advertising, agent.

Subject: Zaloudik, Fairway Outdoor Advertising, agent.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

S-678: This is a request by Texas Roadhouse Holdings, LLC, owner, and Ryan Zaloudik with Fairway Outdoor Advertising, agent, for a Specific Use Permit to allow the location of a Changeable Electronic Variable Message Sign (CEVMS) on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive. The existing billboard at this location is on Texas Roadhouse Restaurant's property.

The adjacent zoning is Commercial to the north and east, I-30 to the south, and General Retail to the west. The adjacent land use is vacant land and parking lot to the north, Longhorn Steakhouse Restaurant to the east, Discount Tire to the west and I-30 to the south.

As previously stated, an existing billboard is currently located at this site. The current billboard has four faces; two facing each direction. The proposal is to combine the two east faces into one face for a total area of 672 square feet. This new face will be converted to a CEVMS. The other side of the billboard will remain the same.

A Specific Use Permit is required for the CEVMS.

All notification requirements have been met to consider this request,

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since this billboard is located along the I-30 corridor, staff recommends for approval of the Specific Use Permit with the following stipulations:

City of Texarkana, Texas

- The east side of the existing billboard will be converted from two sign faces into one sign face.
- This new sign face will be converted to CEVMS.
- The CEVMS side will be 672 square feet in size which is the maximum size allowed per Ordinance.
- All State of Texas requirements for this location will be followed except when local requirements are more restrictive.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-057 ORD granting SUP for CEVMS billboard (PDF)
- b. 2017-057 ATTH 01 Billboard and location (PDF)
- c. 2017-057 ATTH 02 Maps (PDF)
- d. 2017-057 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:15 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/15/2017 8:50 AM	
Public Information Officer	Lisa Thompson	PIO Review Completed
	05/15/2017 8:57 AM	
City Manager	Kyle Dooley	City Manager Review Completed 05/15/2017
10:57 AM		
City Council	Jennifer Evans	Meeting Completed 05/22/2017
6:00 PM		

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

ORDINANCE NO. 2017-057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-678 TO ALLOW A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) ON THE EAST SIDE OF AN EXISTING BILLBOARD ON LOT 2, LAVENDER LOTS ADDITION, LOCATED AT 4002 ST. MICHAEL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on the east side of an existing billboard** on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive 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 six (6) to zero (0) to recommend approval of the application for a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on the east side of an existing billboard** 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 granting the **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on the east side of an existing billboard** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant a **Specific Use Permit numbered S-678 for the purpose of allowing a Changeable Electronic Variable Message Sign (CEVMS) on the east side of an existing billboard** on Lot 2, Lavender Lots Addition, located at 4002 St. Michael Drive in the City of Texarkana, Bowie County, Texas.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

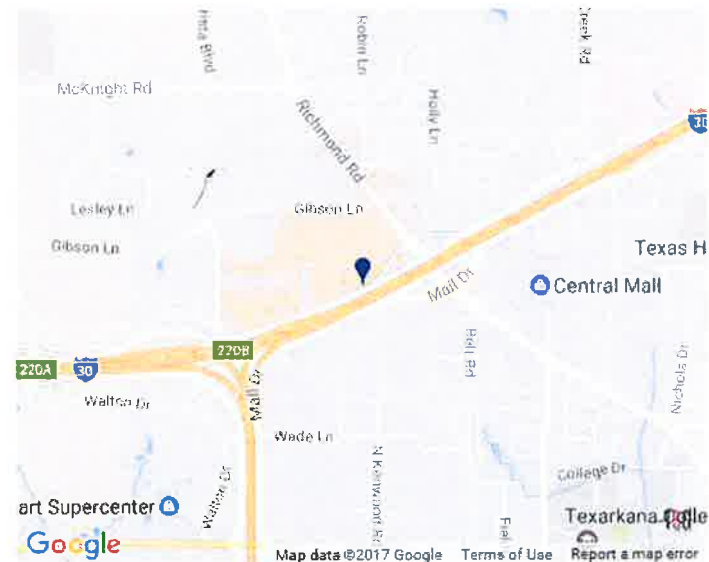
SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in regular Council Session on this the **10th day of July, 2017.**

ATTEST:

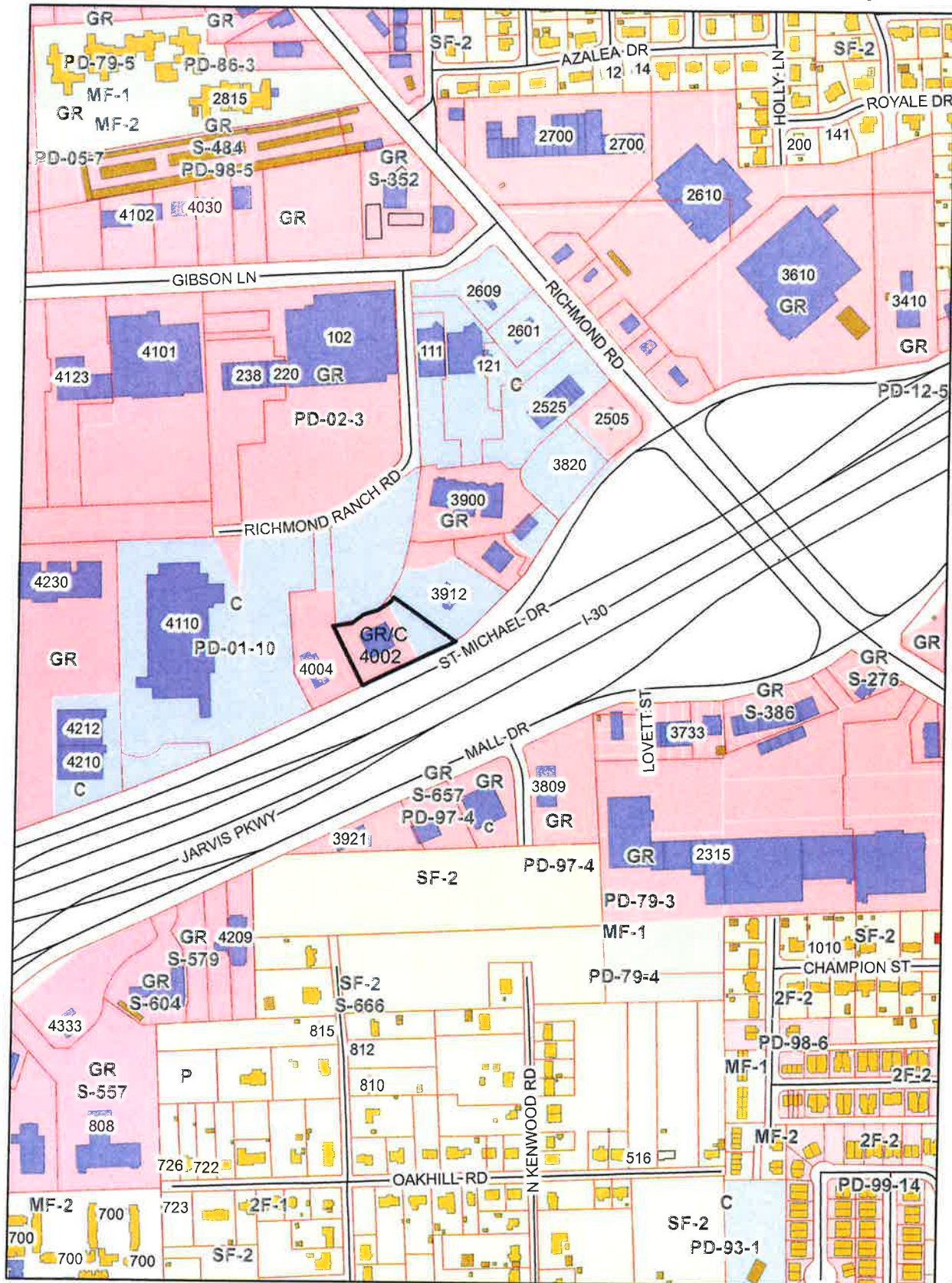
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

FAIRWAY**PHOTO SHEET****1741 >> I-30 0.2 mi W/O RICHMOND RD NS F/E****MEDIA TYPE: Bulletin****CITY: TEXARKANA****COUNTY: BOWIE****STATE: TEXAS****Geopath Number: 7409702****Total Weekly Impressions: 292,427*****Direction Facing: E****Illumination Hours: 18 Hours****Size: 10x32****Zip Code: 75503****Latitude: 33.45535****Longitude: -94.0905**

* The Geopath Audience Location Measurement™ system data is provided by the Traffic Audit Bureau for Media Measurement, Inc. New York, New York © Copyright 2017, All Rights Reserved

4002 St.Michael Dr.
Department of Planning and Community Development



Attachment: 2017-057 ATTH 02 Maps (1653 : 2017-057 ORD Specific Use Permit at 4002 St. Michael Dr.)



1:6,000



4002 St. Michael Dr. Department of Planning and Community Development



1:3,000

Attachment: 2017-057 ATTH 02 Maps (1653 : 2017-057 ORD Specific Use Permit at 4002 St. Michael Dr.)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

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

Version: A

Update Date: 5/15/2017 11:31 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2017-058 rezoning a 16.26 acre tract being a part of Lot Z of the
Subject: Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue. Single
Family to PD-Agriculture. Danny Flanagan, applicant. Mike Thacker, agent.
Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

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

NOT APPLICABLE

Executive Summary and Background Information:

Z-16-6: This is a request by Danny Flanagan, owner, and Mike Thacker with Texarkana Fallen Bikers Memorial Wall, agent, to rezone a 16.26 acre tract of land being a part of Lot Z, Jacob Carsner HRS, A-166, located at 1600 South State Line Avenue from Single Family-3 to PD-Agriculture. The current use is a vacant wooded tract of land. The proposed use is a private park.

The adjacent zoning is Single Family-3 to the north, Agriculture to the south, Single Family-2 and Industrial-1 to the west and Texarkana, Arkansas to the east. The adjacent land use is residences and vacant land to the north, residences to the south, a manufactured home and vacant land to the west, and Texarkana, Arkansas to the east.

The current Comprehensive Plan has designated this as a retail area.

The Zoning Ordinance does not have a private park listed as a designated use in the "Use Regulation Districts". Staff determined that this proposed use would best fit in the category of "outdoor commercial amusement" which is allowed in the Agriculture zoning district with approval of a Specific Use Permit.

The applicant is representing the committee of Texarkana Fallen Bikers Memorial Wall. In the attached letter, the Committee states the proposed use of this property is to provide a place where family and friends of people who have been killed in motorcycle accidents can come to grieve, honor, remember and celebrate their loved one's life in a peaceful setting. The proposed plans are to construct a memorial wall for the "fallen bikers" as well as to construct a private park with plans for the following:

- Parking lot
- Entranceway with gate
- Lighting
- Flag pole
- Fencing
- Information center

City of Texarkana, Texas

- Restrooms
- Signage
- Walkways with pathway bridges
- Cook shack (concession stand)
- Picnic areas
- Amphitheater/stage area
- Pavilion
- Park benches
- Landscaping/hardscaping (flower beds, gardens, etc.)

The proposed park will be constructed in stages and the applicant is aware that it is the organization's responsibility to maintain the park. Part of this property is in a flood plain so only a portion of the property will be able to be developed. The applicant has stated that there will be an effort made to retain as many trees as possible.

All city codes must be met including but not limited to building, subdivision, fire, drainage, flood plain, water and sewer.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since a portion of this property is in a flood plain, a park may be a viable alternative use for part of this vacant tract of land. The applicant has submitted the attached site plan that shows the proposed layout of the park. Staff recommends that the property be rezoned to PD-Agriculture.

The applicant agreed at the Planning and Zoning Commission meeting to amend his application to include the Planned Development designation.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval to PD-Agriculture.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-058 ORD rezoning 1600 S. Stateline from SF-3 to PD-A (PDF)
- b. 2017-058 ATTH 01 Maps (PDF)
- c. 2017-058 ATTH 02 Letter from applicant (PDF)
- d. 2017-058 ATTH 03 Zoning district definitions (PDF)

City of Texarkana, Texas

e. 2017-058 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:15 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/15/2017 10:59 AM
Public Information Officer	Lisa Thompson	PIO Review Completed
	05/15/2017 11:11 AM	
City Manager	John Whitson	City Manager Review Completed 05/19/2017
8:27 AM		
City Council	Jennifer Evans	Meeting Completed 05/22/2017
6:00 PM		

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

Z-17-6

ORDINANCE NO. 2017-058

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 16.26 ACRE TRACT BEING A PART OF LOT Z OF THE JACOB CARNSER HRS, A-116, LOCATED AT 1600 SOUTH STATE LINE AVENUE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-3 TO PLANNED DEVELOPMENT-AGRICULTURE; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a 16.26 acre tract being a part of Lot 1 of the Jacob Carsner HRS, A-116 (**Exhibit 'A'**), located at 1600 South State Line Avenue in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Agriculture**; 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-Agriculture** 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-Agriculture; 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-Agriculture** is in the best interest of the public health, safety, morals and general welfare of the City.

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

Attachment: 2017-058 ORD rezoning 1600 S. Stateline from SF-3 to PD-A (1655 : 2017-058 ORD rezoning at 1600 S. State Line)

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 a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116 (**Exhibit 'A'**), located at 1600 South State Line Avenue in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Planned Development-Agriculture**.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **10th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

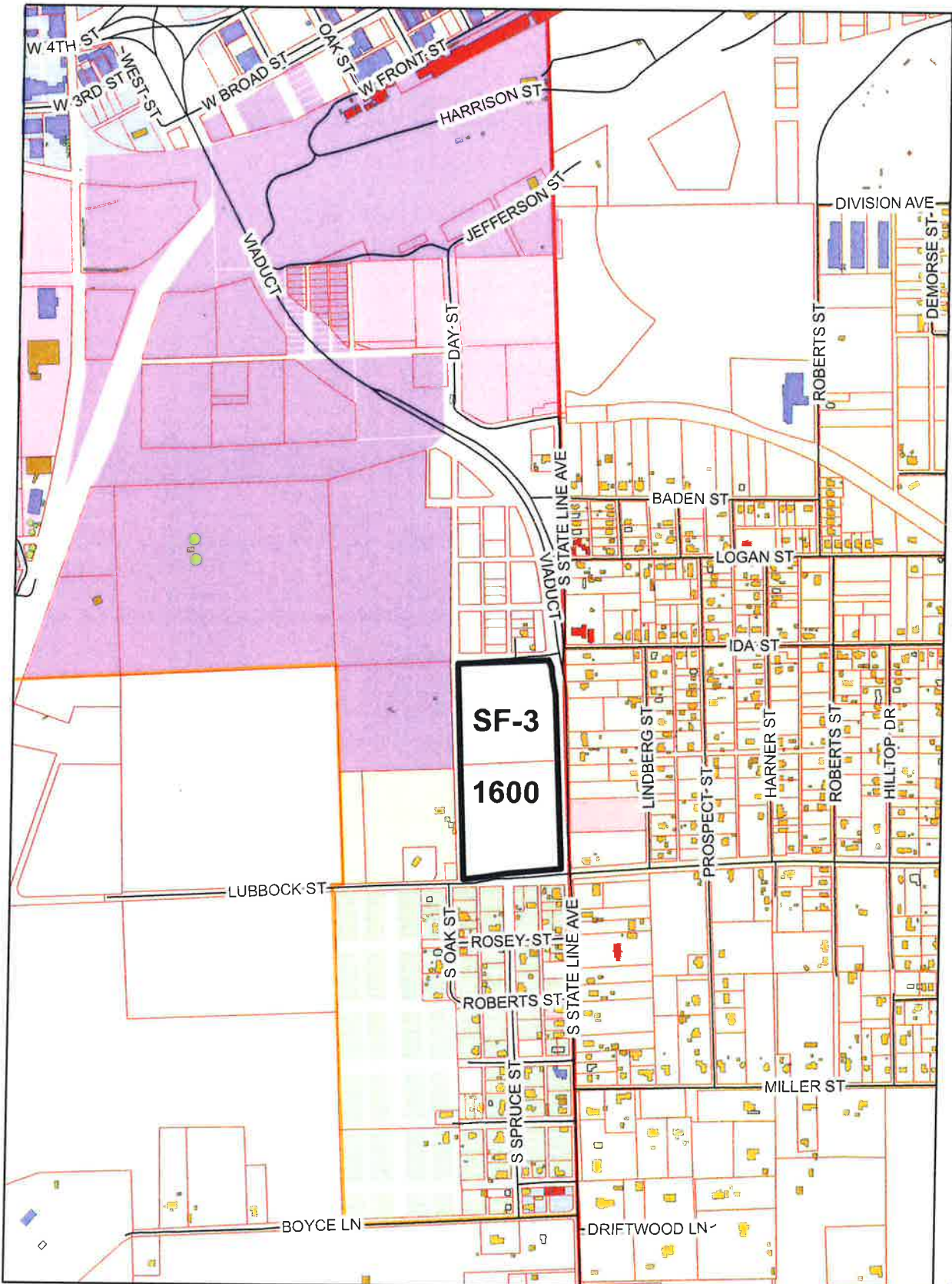
BOB BRUGGEMAN, MAYOR

Exhibit 'A'

Being a part of Lot Z of the Jacob Carsner Headright Survey, Abstract No. 116, Bowie County, Texas, comprised of two deeds to Humco Laboratory, Inc., from Beatrice Braswell Causey, Sid Clark Braswell, James Rainey, Robert B. Rainey, and Tommie Sue Fleming dated July 15, 1981, and Benjamin L. Fleming and wife, Tommie Sue Fleming, dated July 15, 1981, being more particularly described as follows:

COMMENCE at the Northeast corner of Block Z of the Jacob Carsner Headright Survey, said point being on the state boundary line between the State of Arkansas and the State of Texas;
 THENCE South $01^{\circ} 51' 44''$ E, 25.0 feet along said state boundary line;
 THENCE South $87^{\circ} 31' 16''$ West, 106.11 feet to the POINT OF BEGINNING of the herein described tract, a point on the West right-of-way line of South State Line Avenue and the South right-of-way line of Deloach Street;
 THENCE South $87^{\circ} 01' 20''$ West, 513.96 feet along the South right-of-way of Deloach Street to the East right-of-way of Oak Street extended;
 THENCE South $03^{\circ} 10' 02''$ East, 628.91 feet along the East right-of-way line of Oak Street extended;
 THENCE South $87^{\circ} 11' 52''$ West, 50.0 feet to a point;
 THENCE South $02^{\circ} 24' 53''$ East, 520.96 feet to a point;
 THENCE North $88^{\circ} 16' 30''$ East, 51.56 feet to a point;
 THENCE South $02^{\circ} 29' 07''$ East, 98.54 feet to the North right-of-way of Lubbock Street;
 THENCE North $88^{\circ} 08' 16''$ East, 52.73 feet along the North right-of-way of Lubbock Street;
 THENCE North $86^{\circ} 33' 59''$ East, 334.39 feet along the North right-of-way of Lubbock Street;
 THENCE North $80^{\circ} 03' 44''$ East, 162.53 feet along the North right-of-way of Lubbock Street and the West right-of-way of South State Line Avenue;
 THENCE North $01^{\circ} 51' 44''$ West, 778.78 feet along the West right-of-way of South State Line Avenue;
 THENCE North $08^{\circ} 59' 14''$ West, 452.33 feet along said West right-of-way of South State Line Avenue to the POINT OF BEGINNING, CONTAINING 16.26 acres, more or less.

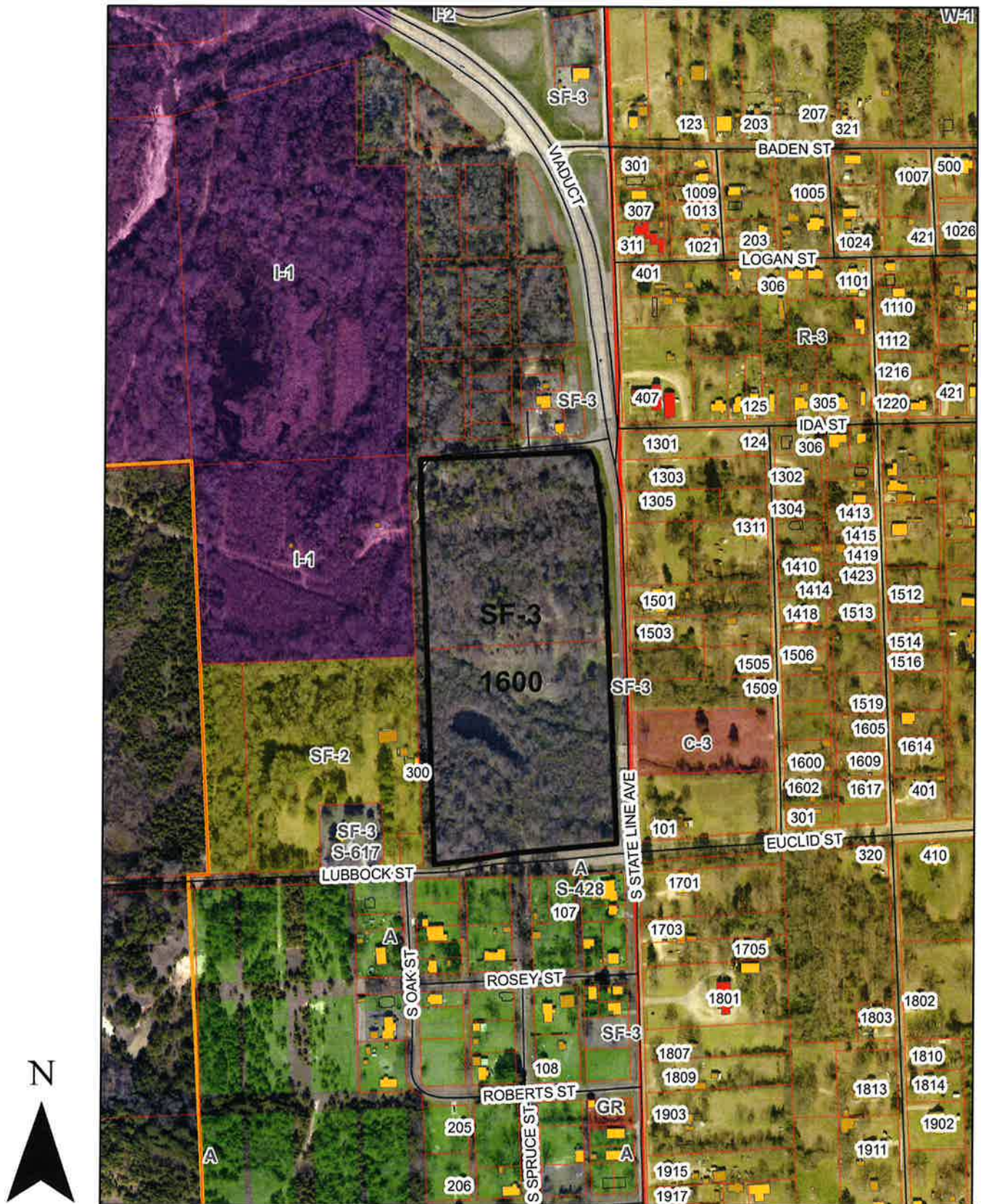
1600 South Staleline Ave. Department of Planning and Community Development



1:10,000



1600 South Staleline Ave.
Department of Planning and Community Development



1:5,000





Texarkana Fallen Bikers Memorial Wa
5307 Boykin L
Texarkana, AR 7185
(903)278-524

City of Texarkana, Texas
P O Box 1967
Texarkana, TX 75504

Dear Sir/Madam;

This is in regards to the purchase of property located at South Stateline Ave. Texarkana, TX 75501, with the intent of developing the “Texarkana Fallen Bikers Memorial Wall”. We the committee of, Texarkana Fallen Bikers Memorial Wall, are proposing the use of this property to be a place where Mothers, Fathers, Daughters, Sons, Sisters, Brothers, Family, Friends, and other loved ones of people from all walks of life who have been killed in motorcycle accidents can go to grieve, honor, remember and celebrate their loved ones life, in a peaceful serene setting.

We feel that the Memorial Wall will bring much needed revenue for our city, by attracting tourist into our city which will in turn have people staying in local hotels, eating at local restaurants, and shopping at local businesses, as well as beautifying an area of our city.

Some of our plans for this property are as follows:

- **Memorial Wall**
- **Parking Lot**
- **Entrance Way/Gate**
- **Lighting**
- **Flag Pole**
- **Fencing**
- **Information Center Building**
- **Bathrooms (Men’s & Women’s)**
- **Signage**
- **Walkways with pathway bridges (as needed for walkway)**
- **Cook Shack**
- **Picnic Areas**
- **Amphitheater / Stage Area**
- **Pavilion**
- **Park Style Benches**
- **Landscaping / Hardscaping (Flower Beds/Gardens etc)**

We are excited to have our vision of the Texarkana Fallen Bikers Memorial Wall become a reality and look forward to working with the cooperation of the City of Texarkana, TX to making this beautiful memorial area come to life.

Attachment: 2017-058 ATTH 02 Letter from applicant (1655 : 2017-058 ORD rezoning at 1600 S. State Line)



CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

Po Box 1007
220 Te
Texarkana TX 75504
(903) 798-3945
www.txkusa.org

7.6.d

For complete definition of Use District and Permitted Uses, consult City Zoning Ordinance

- "A" Agriculture Districts – Single Family homes on 1 acres or more of land; ranches farms, stables, public utility facilities, country clubs, schools, churches, green houses and other agrarian related uses.
- "SF-1" Single-Family Dwelling District 1 – Uses permitted in "A" District plus, Single Family homes on lots of 12,000 square feet or more.
- "SF-2" Single-Family Dwelling District 2 – Uses permitted in "SF-1" District plus: Single Family homes on lots of 7,200 square feet or more.
- "SF-3" Single-Family Dwelling district 3 – Uses permitted in "SF-2" District plus: Single Family homes on lots of 5,000 square feet or more, modular or factory fabricated dwelling. HUD code manufactured homes subject to a specific location and a Specific use Permit (SUP).
- "PUR" Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3750 square feet or more, Zero lot line homes/Patio Homes, 5000-6000 square feet or more. Subdivision must note housing type. Not to exceed 6 homes per gross acres over 2 acres, 8 homes under 2 acres.
- "2F-1" Two-Family Dwelling District 1 – Uses permitted in "SF-3" District plus: Two-Family dwelling units (duplexes) on lots of 10,000 square feet or more.
- "2F-2" Two Family Dwelling District 2 – Uses permitted in "2F-1" District plus: Duplexes on lots of 6,000 square feet or more.
- "TH" Townhouses Dwelling district – Uses permitted in "2F-2" District plus: Townhouses on lots of 2,000 square feet or more. Not to exceed 14 ½ dwelling units per gross acre.
- "MF-1" Multiple Family Dwelling District 1 – Uses permitted in "TH" District plus: Apartments are not to exceed 24 units per gross acres, row houses not to exceed 21 units per gross acres, hospitals, boarding, and rooming houses.
- "MF-2" Multiple Family Dwelling District 2 – Uses permitted in "MF-1" District plus: Apartments, not to exceed 27 units per gross acres, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high-rise apartments.
- "P" Parking District – Single Family detached homes, parking lots (private and public), nursing home, and schools.
- "O" Office District – Uses permitted in "P" District plus: Bank, savings & loan office, fraternity or sorority house, museum or art gallery, kindergarten, day care, medical office, general business office, hotel and motel.
- "NS" Neighborhood Services District – Uses permitted in "MF-2" and "O" districts plus: Theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery.
- "GR" General Retail District – Uses permitted in "NS" District plus: Gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of City Council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the Zoning Ordinance, per clinic.
- "LC" Limited Commercial District – Uses permitted in "GR" District plus: Auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/warehouse (no outside storage), and plumbing shops (with a Specific Use Permit).
- "CB" Central Business District – Uses permitted in "LC" District plus: Storage yards, dance hall or night club, commercial golf course, private club, roller skating rink, drive-in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse.
- "C" Commercial District – Uses permitted in "CB" District plus: Hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile homes sales or rental, wholesale storage facilities, heavy machinery sales and storage.
- "I-1" Industrial District 1 – All uses permitted in "C" District with the exception of Single-Family homes, duplexes and attached single family housing plus: outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing.
- "I-2" Industrial District 2 – Any use with the exception of housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas.
- "PD" Planned Development District – Any permitted use when approved as part of an overall project plan by the City Council; subject to conditions as indicated in the City Zoning Ordinance.

Attachment: 2017-058 ATTH 03 Zoning district definitions (1655 : 2017-058 ORD rezoning at 1600 S. State Line)

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

No Additional

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: 5/12/2017 2:49 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2017-059 granting a Specific Use permit to allow outdoor
commercial amusement (private park) on a 16.26 acre tract being a part of Lot Z
of the Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue.

Subject: Danny Flanagan, applicant. Mike Thacker, agent.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

S-679: This is a request by Danny Flanagan, owner, and Mike Thacker with Texarkana Fallen Bikers Memorial Wall, agent, to rezone a 16.26 acre tract of land being a part of Lot Z, Jacob Carsner HRS, A-166, located at 1600 South State Line Avenue for a Specific Use Permit to allow the one additional use of a private park (outdoor commercial amusement). Currently, the property is a vacant wooded tract of land.

The adjacent zoning is Single Family-3 to the north, Agriculture to the south, Single Family-2 and Industrial-1 to the west and Texarkana, Arkansas to the east. The adjacent land use is residences and vacant land to the north, residences to the south, a manufactured home and vacant land to the west, and Texarkana, Arkansas to the east.

The Zoning Ordinance does not have a private park listed as a designated use in the "Use Regulation Districts". Staff determined that this proposed use would best fit in the category of "outdoor commercial amusement" which is allowed in the Agriculture zoning district with approval of a Specific Use Permit.

The applicant is representing the committee of Texarkana Fallen Bikers Memorial Wall. In the attached letter, the Committee states the proposed use of this property is to provide a place where family and friends of people who have been killed in motorcycle accidents can come to grieve, honor, remember and celebrate their loved one's life in a peaceful setting. The proposed plans are to construct a memorial wall for the "fallen bikers" as well as to construct a private park with plans for the following:

- Parking lot
- Entranceway with gate
- Lighting
- Flag pole
- Fencing
- Information center

City of Texarkana, Texas

- Restrooms
- Signage
- Walkways with pathway bridges
- Cook shack (concession stand)
- Picnic areas
- Amphitheater/stage area
- Pavilion
- Park benches
- Landscaping/hardscaping (flower beds, gardens, etc.)

The proposed park will be constructed in stages and the applicant is aware that it is the organization's responsibility to maintain the park. Part of this property is in a flood plain so only a portion of the property will be able to be developed. The applicant has stated that there will be an effort made to retain as many trees as possible.

All notification requirements have been met to consider this request

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since a portion of this property is in a flood plain, it will most likely never be developed with any type of residential uses. A park may be a viable alternative use for this vacant tract of land. Staff recommends for approval of this request with the following stipulations:

- The park is private property and will be maintained by the property owner. The City will provide no maintenance.
- The park will be allowed to be constructed in stages.
- Any outdoor lighting is to be shielded from adjacent residential properties.
- The park will close at 10 p.m.
- The park will adhere to the City's Noise Ordinance.
- If construction on the park has not begun in three (3) years from the date of this Ordinance, this Specific Use Permit will be automatically revoked.
- If any of the above stipulations are violated, the City has the right to revoke the Specific Use Permit.

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of the Specific Use Permit with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-059 ORD granting SUP for private park at 1600 S. State Line(PDF)
- b. 2017-059 ATTH 01 Maps (PDF)

City of Texarkana, Texas

- c. 2017-059 ATTH 02 Letter from applicant (PDF)
- d. 2017-059 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	05/12/2017 4:14 PM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/15/2017 10:59 AM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/15/2017 11:12 AM		
City Manager	John Whitson	City Manager Review	Completed 05/19/2017
8:27 AM			
City Council	Jennifer Evans	Meeting	Completed 05/22/2017
6:00 PM			

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

S-679

ORDINANCE NO. 2017-059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-679 TO ALLOW OUTDOOR COMMERCIAL AMUSEMENT (PRIVATE PARK) ON A 16.26 ACRE TRACT BEING A PART OF LOT Z OF THE JACOB CARSNER HRS, A-116, LOCATED AT 1600 SOUTH STATE LINE AVENUE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow **outdoor commercial amusement (private park)** on a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116 (**Exhibit 'A'**), located at 1600 South State Line Avenue, 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 six (6) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow outdoor commercial amusement (private park)** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Number S-679 for the purpose of allowing outdoor commercial amusement (private park)** on the following described property, to-wit: **a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116, located at 1600 South State Line Avenue, in the City of Texarkana, Bowie County, Texas.**

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. The park is private property and will be maintained by the property owner. The City will provide no maintenance.
2. The park will be allowed to be constructed in stages.
3. Any outdoor lighting is to be shielded from adjacent residential properties.
4. The park will close at 10 p.m.
5. The park will adhere to the City's Noise Ordinance.
6. If construction on the park has not begun in three (3) years from the date of this Ordinance, this Specific Use Permit will be automatically revoked.
7. If any of the above stipulations are violated, the City has the right to revoke the Specific Use Permit.

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

SECTION 4: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

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

PASSED AND APPROVED in regular Council Session on this the **10th day of July, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Exhibit 'A'

Being a part of Lot Z of the Jacob Carsner Headright Survey, Abstract No. 116, Bowie County, Texas, comprised of two deeds to Humco Laboratory, Inc., from Beatrice Braswell Causey, Sid Clark Braswell, James Rainey, Robert B. Rainey, and Tommie Sue Fleming dated July 15, 1981, and Benjamin L. Fleming and wife, Tommie Sue Fleming, dated July 15, 1981, being more particularly described as follows:

COMMENCE at the Northeast corner of Block Z of the Jacob Carsner Headright Survey, said point being on the state boundary line between the State of Arkansas and the State of Texas;

THENCE South $01^{\circ} 51' 44''$ E, 25.0 feet along said state boundary line;

THENCE South $87^{\circ} 31' 16''$ West, 106.11 feet to the POINT OF BEGINNING of the herein described tract, a point on the West right-of-way line of South State Line Avenue and the South right-of-way line of Deloach Street;

THENCE South $87^{\circ} 01' 20''$ West, 513.96 feet along the South right-of-way of Deloach Street to the East right-of-way of Oak Street extended;

THENCE South $03^{\circ} 10' 02''$ East, 628.91 feet along the East right-of-way line of Oak Street extended;

THENCE South $87^{\circ} 11' 52''$ West, 50.0 feet to a point;

THENCE South $02^{\circ} 24' 53''$ East, 520.96 feet to a point;

THENCE North $88^{\circ} 16' 30''$ East, 51.56 feet to a point;

THENCE South $02^{\circ} 29' 07''$ East, 98.54 feet to the North right-of-way of Lubbock Street;

THENCE North $88^{\circ} 08' 16''$ East, 52.73 feet along the North right-of-way of Lubbock Street;

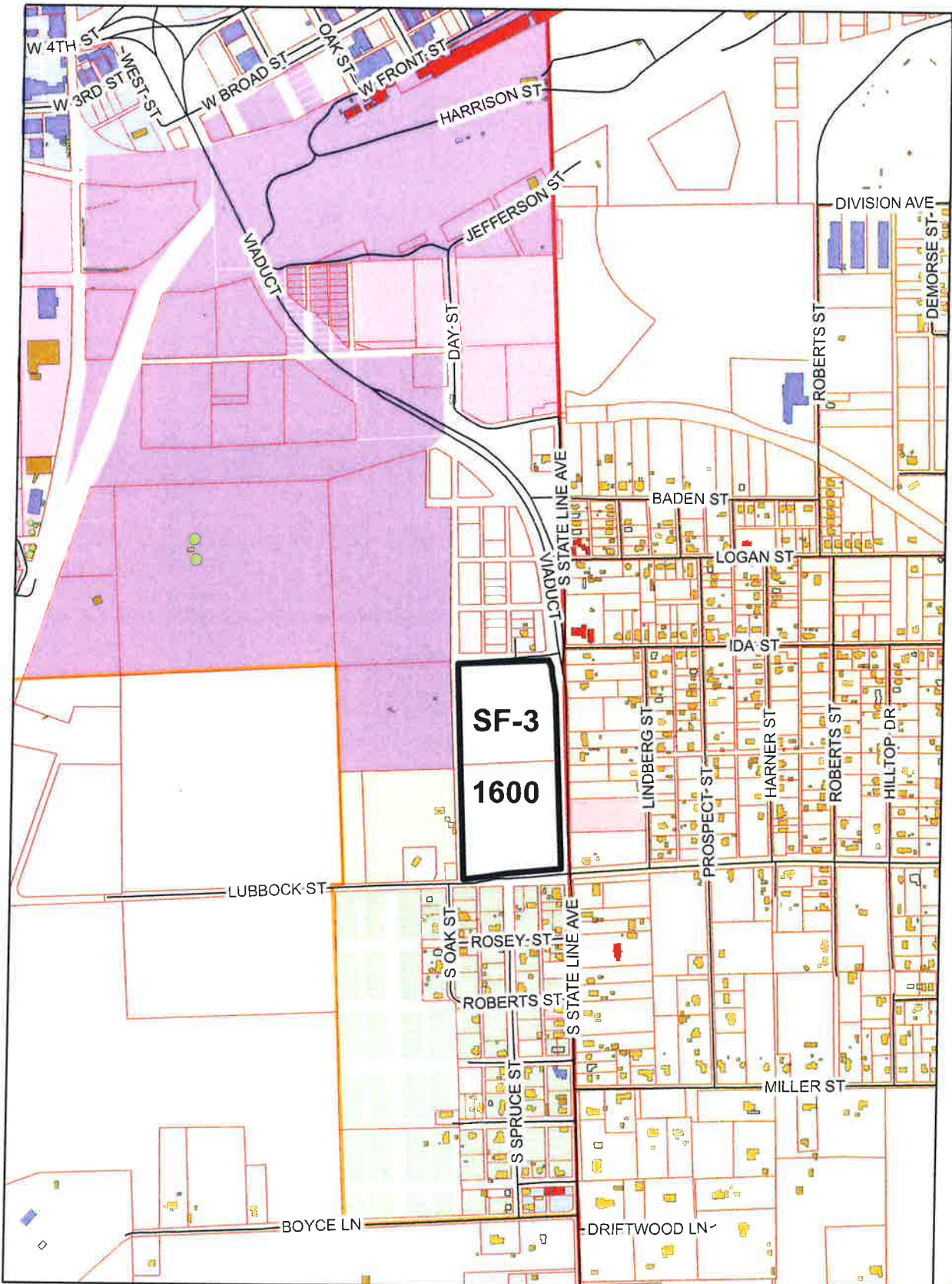
THENCE North $86^{\circ} 33' 59''$ East, 334.39 feet along the North right-of-way of Lubbock Street;

THENCE North $80^{\circ} 03' 44''$ East, 162.53 feet along the North right-of-way of Lubbock Street and the West right-of-way of South State Line Avenue;

THENCE North $01^{\circ} 51' 44''$ West, 778.78 feet along the West right-of-way of South State Line Avenue;

THENCE North $08^{\circ} 59' 14''$ West, 452.33 feet along said West right-of-way of South State Line Avenue to the POINT OF BEGINNING, CONTAINING 16.26 acres, more or less.

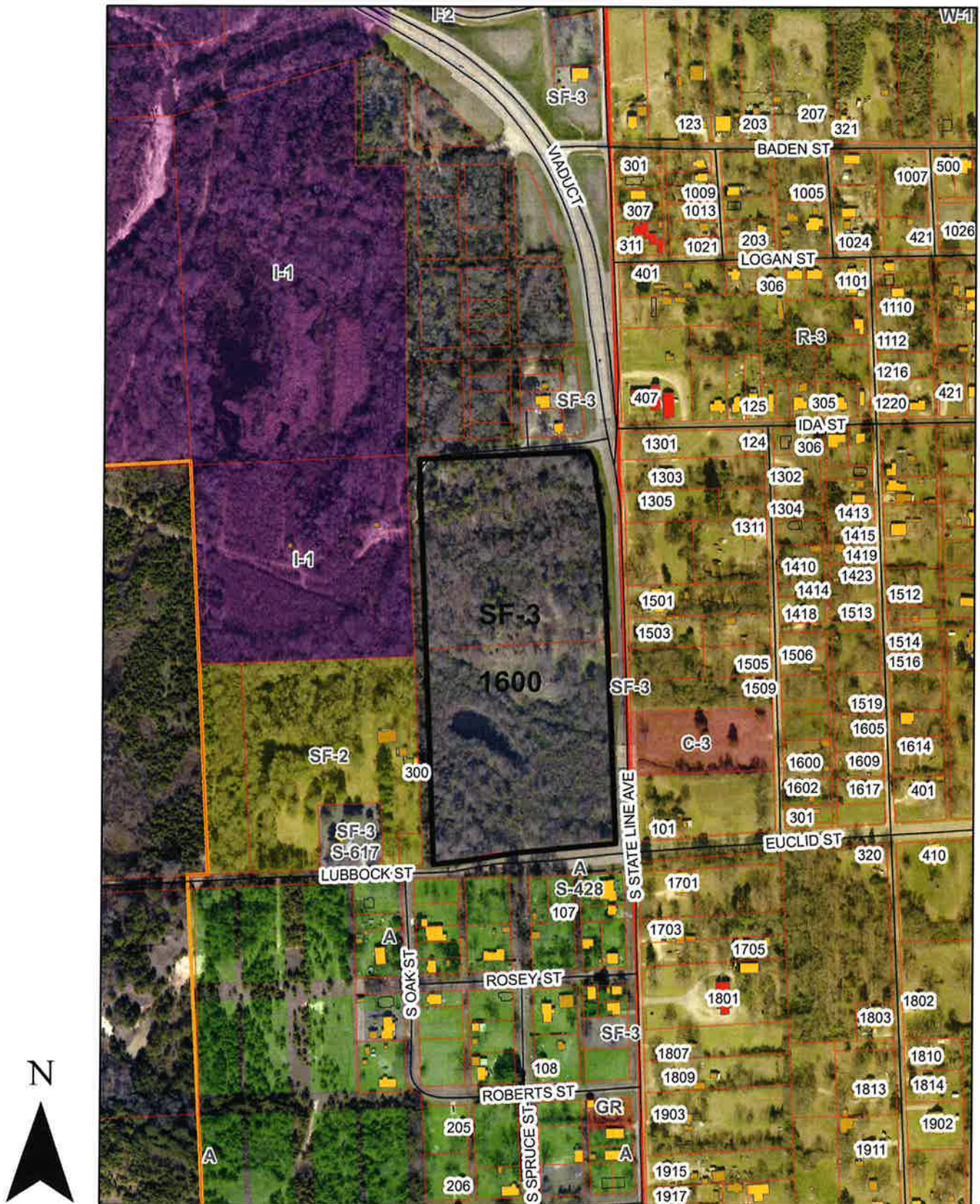
1600 South Staleline Ave. Department of Planning and Community Development



1:10,000



1600 South Staleline Ave.
Department of Planning and Community Development



1:5,000





Texarkana Fallen Bikers Memorial Wa
5307 Boykin L
Texarkana, AR 7185
(903)278-524

City of Texarkana, Texas
P O Box 1967
Texarkana, TX 75504

Dear Sir/Madam;

This is in regards to the purchase of property located at South Stateline Ave. Texarkana, TX 75501, with the intent of developing the “Texarkana Fallen Bikers Memorial Wall”. We the committee of, Texarkana Fallen Bikers Memorial Wall, are proposing the use of this property to be a place where Mothers, Fathers, Daughters, Sons, Sisters, Brothers, Family, Friends, and other loved ones of people from all walks of life who have been killed in motorcycle accidents can go to grieve, honor, remember and celebrate their loved ones life, in a peaceful serene setting.

We feel that the Memorial Wall will bring much needed revenue for our city, by attracting tourist into our city which will in turn have people staying in local hotels, eating at local restaurants, and shopping at local businesses, as well as beautifying an area of our city.

Some of our plans for this property are as follows:

- **Memorial Wall**
- **Parking Lot**
- **Entrance Way/Gate**
- **Lighting**
- **Flag Pole**
- **Fencing**
- **Information Center Building**
- **Bathrooms (Men’s & Women’s)**
- **Signage**
- **Walkways with pathway bridges (as needed for walkway)**
- **Cook Shack**
- **Picnic Areas**
- **Amphitheater / Stage Area**
- **Pavilion**
- **Park Style Benches**
- **Landscaping / Hardscaping (Flower Beds/Gardens etc)**

We are excited to have our vision of the Texarkana Fallen Bikers Memorial Wall become a reality and look forward to working with the cooperation of the City of Texarkana, TX to making this beautiful memorial area come to life.

Attachment: 2017-059 ATTH 02 Letter from applicant (1656 : 2017-059 ORD Specific Use permit for private park at 1600 S. State Line)

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

No Additional

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: 5/17/2017 2:55 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2017-062 amending PD-17-2(A) for site plan approval on a
16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116, located
at 1600 South State Line Avenue. Danny Flanagan, applicant. Mike Thacker,
Subject: agent.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Z-16-6: This is a request by Danny Flanagan, owner, and Mike Thacker with Texarkana Fallen Bikers Memorial Wall, agent, for site plan approval to allow outdoor commercial amusement (private park) on a 16.26 acre tract of land being a part of Lot Z, Jacob Carsner HRS, A-166, located at 1600 South Stateline Avenue from Single Family-3 to Agriculture. The current use is a vacant wooded tract of land. The proposed use is a private park. Please see attached site plan.

The adjacent zoning is Single Family-3 to the north, Agriculture to the south, Single Family-2 and Industrial-1 to the west and Texarkana, Arkansas to the east. The adjacent land use is residences and vacant land to the north, residences to the south, a manufactured home and vacant land to the west, and Texarkana, Arkansas to the east.

The Comprehensive Plan has designated this as a retail area.

The applicant is representing the committee of Texarkana Fallen Bikers Memorial Wall. In the attached letter, the Committee states the proposed use of this property is to provide a place where family and friends of people who have been killed in motorcycle accidents can come to grieve, honor, remember and celebrate their loved one's life in a peaceful setting. The proposed plans are to construct a memorial wall for the "fallen bikers" as well as to construct a private park with plans for the following:

- Parking lot
- Entranceway with gate
- Lighting
- Flag pole
- Fencing
- Information center
- Restrooms

City of Texarkana, Texas

- Signage
- Walkways with pathway bridges
- Cook shack (concession stand)
- Picnic areas
- Amphitheater/stage area
- Pavilion
- Park benches
- Landscaping/hardscaping (flower beds, gardens, etc.)

The proposed park will be constructed in stages and the applicant is aware that it is the organization's responsibility to maintain the park. Part of this property is in a flood plain so only a portion of the property will be able to be developed. The applicant has stated that there will be an effort made to retain as many trees as possible.

All city codes must be met including but not limited to building, subdivision, fire, drainage, flood plain, water and sewer.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since a portion of this property is in a flood plain, a park may be a viable alternative use for part of this vacant tract of land. The applicant has submitted the attached site plan that shows the proposed layout of the park. Staff recommends for approval of the site plan as submitted with the following stipulations:

- The park is private property and will be maintained by the property owner. The City will provide no maintenance.
- The park will be allowed to be constructed in stages.
- Any outdoor lighting is to be shielded from adjacent residential properties.
- The park will close at 10 p.m.
- The park will adhere to the City's Noise Ordinance.
- If any of the above stipulations are violated, the City has the right to revoke the Specific Use Permit.
- Parking provided will need to meet code. For Phase 2, a minimum of one parking space will need to be provided for every 3 seats in the amphitheater.
- Gravel parking will be allowed for the Phase 1 parking lot.
- When Phase II is built, required parking will need to be asphalt or concrete.
- Driveway must be asphalt or concrete in both phases.
- If any work is done in the flood plain, a Floodplain Development application will be required.
- If construction on the park has not begun in three (3) years from the date of this Ordinance, this Specific Use Permit will be automatically revoked.
- All city codes must be met including but not limited to building, subdivision, fire, drainage, flood plain, water and sewer.

Advisory Board/Committee Review:

City of Texarkana, Texas

Planning and Zoning Commission.

Board/Committee Recommendation:

The Planning and Zoning Commission recommended for approval of the site plan with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-062 ORD Amending PD-17-2(A) for site plan approval (PDF)
- b. 2017-062 EXH 'A' site plan (PDF)
- c. 2017-062 ATTH 01 Maps (PDF)
- d. 2017-062 ATTH 02 Sign rendering (PDF)
- e. 2017-062 ATTH 03 Letter from applicant (PDF)
- f. 2017-062 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:13 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/15/2017 11:04 AM
Public Information Officer	Lisa Thompson	PIO Review Completed
	05/15/2017 11:12 AM	
City Manager	John Whitson	City Manager Review Completed 05/19/2017
8:27 AM		
City Council	Jennifer Evans	Meeting Completed 05/22/2017
6:00 PM		

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

Amendment to
PD-17-1(A)

ORDINANCE NO. 2017-062

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-17-1(A) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF OUTDOOR COMMERCIAL AMUSEMENT (PRIVATE PARK) ON A 16.26 ACRE TRACT BEING A PART OF LOT Z OF THE JACOB CARSNER HRS, A-116, LOCATED AT 1600 SOUTH STATE LINE AVENUE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** to allow the location of **outdoor commercial amusement (private park)** on a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116 (**Exhibit ‘B’**), located at 1600 South State Line Avenue in the City of Texarkana, Bowie County, Texas, (“the subject property”); and

WHEREAS, the subject property is zoned Planned Development-Agriculture [PD-17-1(A)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-17-1(A); and

WHEREAS, the proposed use of outdoor commercial amusement (private park) is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Agriculture; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have held public 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 of the City of Texarkana, Texas, voted **unanimously by a vote of six (6) to zero (0) to recommend to the City Council of Texarkana, Texas, the approval of the petition for a site plan (Exhibit ‘A’)** to allow the location of outdoor commercial amusement (private park).

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

SECTION 1: Subject to Section 2, below, the site plan (**Exhibit ‘A’**) for outdoor commercial amusement (private park) on a 16.26 acre tract being a part of Lot Z of the Jacob Carsner HRS, A-116 (**Exhibit ‘B’**), located at 1600 South State Line Avenue in the City of Texarkana, Bowie County, Texas, is hereby approved, with the City Council finding and determining that said approval is in the best interest of the public health, safety, morals and general welfare of the City.

SECTION 2: PD-15-5(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and with the following stipulations:

1. The park is private property and will be maintained by the property owner. The City will provide no maintenance.
2. The park will be allowed to be constructed in stages.
3. Any outdoor lighting is to be shielded from adjacent residential properties.
4. The park will close at 10 p.m.
5. The park will adhere to the City's Noise Ordinance.
6. If any of the above stipulations are violated, the City has the right to revoke the Specific Use Permit.
7. Parking provided will need to meet code. For Phase 2, a minimum of one parking space will need to be provided for every 3 seats in the amphitheater.
8. Gravel parking will be allowed for the Phase 1 parking lot.
9. When Phase II is built, required parking will need to be asphalt or concrete.
10. Driveway must be asphalt or concrete in both phases.
11. If any work is done in the flood plain, a Floodplain Development application will be required.
12. If construction on the park has not begun in three (3) years from the date of this Ordinance, this Specific Use Permit will be automatically revoked.
13. All city codes must be met including but not limited to building, subdivision, fire, drainage, flood plain, water and sewer.

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 10th day of July, 2017.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT 'A'

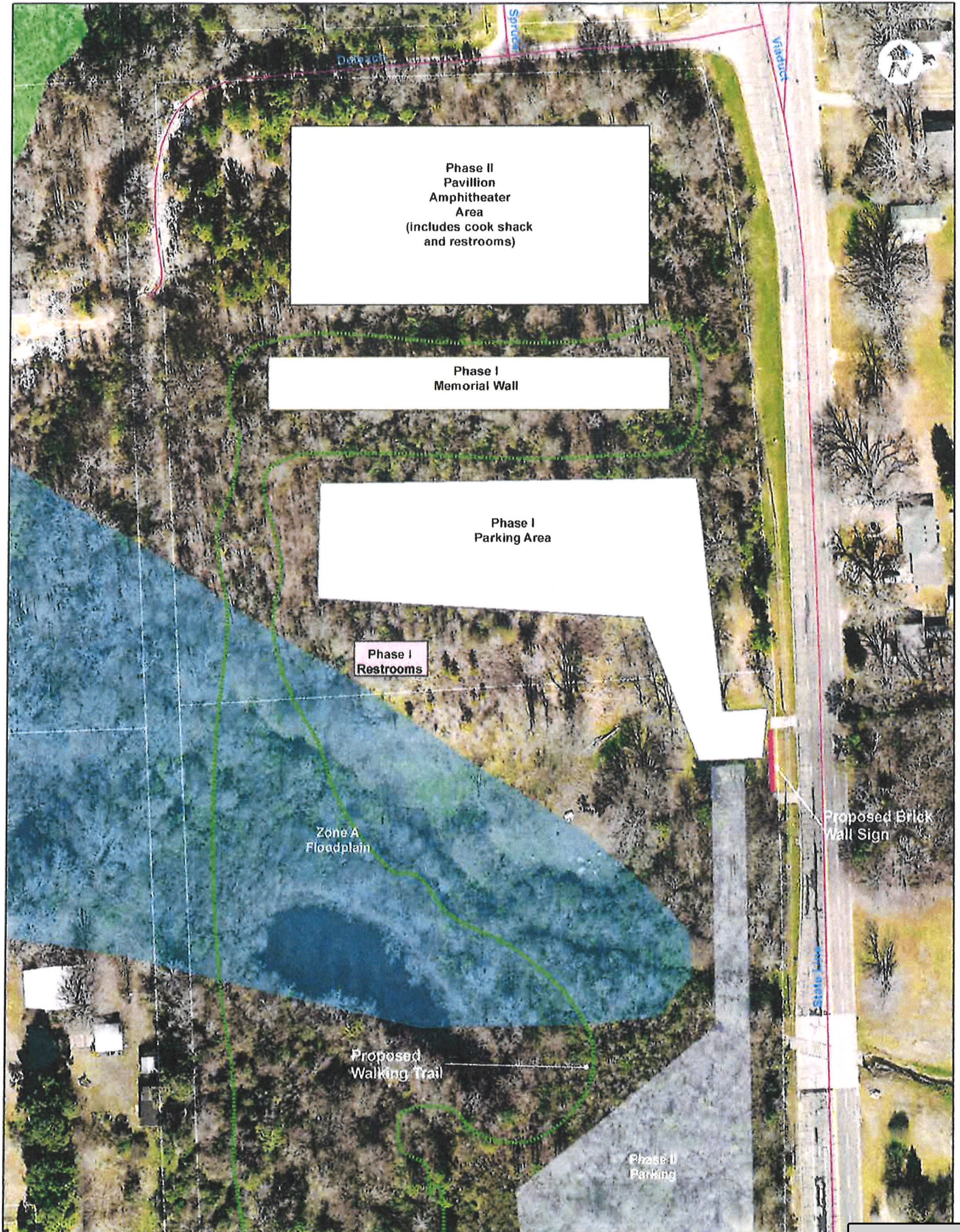


EXHIBIT 'B'

Being a part of Lot Z of the Jacob Carsner Headright Survey, Abstract No. 116, Bowie County, Texas, comprised of two deeds to Humco Laboratory, Inc., from Beatrice Braswell Causey, Sid Clark Braswell, James Rainey, Robert B. Rainey, and Tommie Sue Fleming dated July 15, 1981, and Benjamin L. Fleming and wife, Tommie Sue Fleming, dated July 15, 1981, being more particularly described as follows:

COMMENCE at the Northeast corner of Block Z of the Jacob Carsner Headright Survey, said point being on the state boundary line between the State of Arkansas and the State of Texas;

THENCE South $01^{\circ} 51' 44''$ E, 25.0 feet along said state boundary line;

THENCE South $87^{\circ} 31' 16''$ West, 106.11 feet to the POINT OF BEGINNING of the herein described tract, a point on the West right-of-way line of South State Line Avenue and the South right-of-way line of Deloach Street;

THENCE South $87^{\circ} 01' 20''$ West, 513.96 feet along the South right-of-way of Deloach Street to the East right-of-way of Oak Street extended;

THENCE South $03^{\circ} 10' 02''$ East, 628.91 feet along the East right-of-way line of Oak Street extended;

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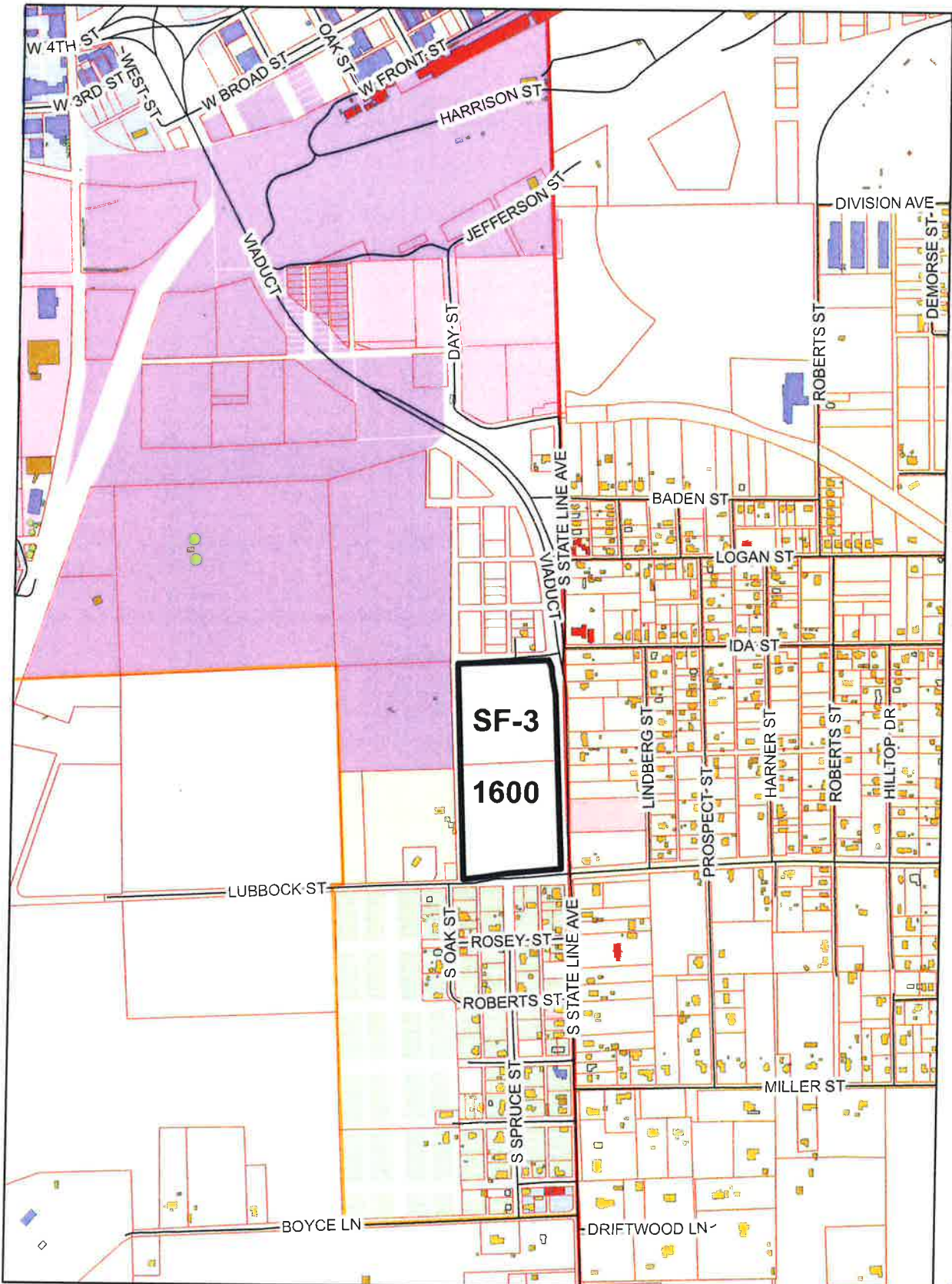
THENCE North $08^{\circ} 59' 14''$ West, 452.33 feet along said West right-of-way of South State Line Avenue to the POINT OF BEGINNING, CONTAINING 16.26 acres, more or less.

EXHIBIT 'A'



Attachment: 2017-062 EXH 'A' site plan (1658 : 2017-062 ORD amending PD-17-2(A) for site plan approval 1600 South State Line)

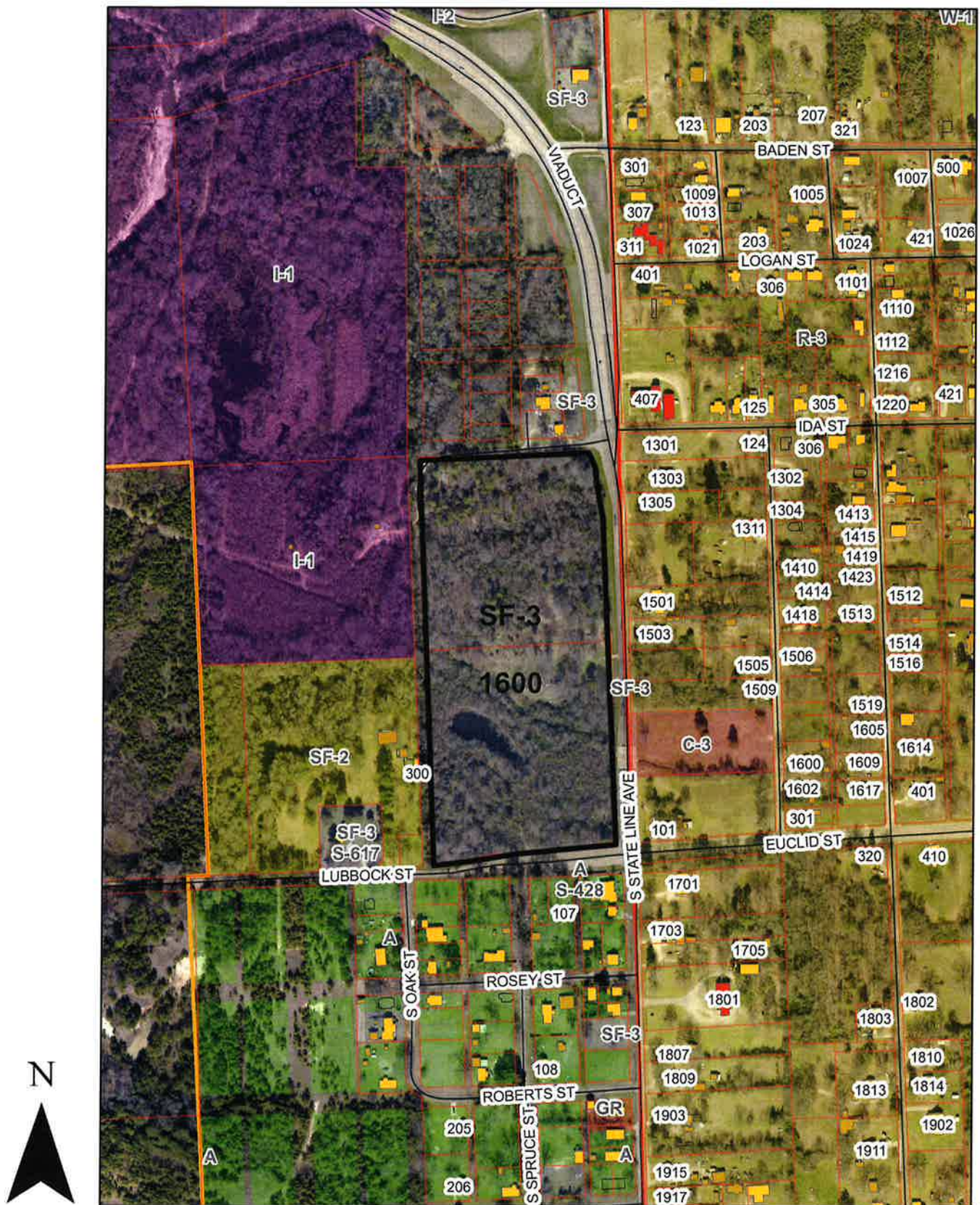
1600 South Staleline Ave. Department of Planning and Community Development



1:10,000



1600 South Staleline Ave.
Department of Planning and Community Development



1:5,000



**PROPOSED SIGN
APPROXIMATE DIMENSIONS
5' TALL X 50' LONG**





Texarkana Fallen Bikers Memorial Wa
5307 Boykin L
Texarkana, AR 7185
(903)278-524

City of Texarkana, Texas
P O Box 1967
Texarkana, TX 75504

Dear Sir/Madam;

This is in regards to the purchase of property located at South Stateline Ave. Texarkana, TX 75501, with the intent of developing the “Texarkana Fallen Bikers Memorial Wall”. We the committee of, Texarkana Fallen Bikers Memorial Wall, are proposing the use of this property to be a place where Mothers, Fathers, Daughters, Sons, Sisters, Brothers, Family, Friends, and other loved ones of people from all walks of life who have been killed in motorcycle accidents can go to grieve, honor, remember and celebrate their loved ones life, in a peaceful serene setting.

We feel that the Memorial Wall will bring much needed revenue for our city, by attracting tourist into our city which will in turn have people staying in local hotels, eating at local restaurants, and shopping at local businesses, as well as beautifying an area of our city.

Some of our plans for this property are as follows:

- **Memorial Wall**
- **Parking Lot**
- **Entrance Way/Gate**
- **Lighting**
- **Flag Pole**
- **Fencing**
- **Information Center Building**
- **Bathrooms (Men’s & Women’s)**
- **Signage**
- **Walkways with pathway bridges (as needed for walkway)**
- **Cook Shack**
- **Picnic Areas**
- **Amphitheater / Stage Area**
- **Pavilion**
- **Park Style Benches**
- **Landscaping / Hardscaping (Flower Beds/Gardens etc)**

We are excited to have our vision of the Texarkana Fallen Bikers Memorial Wall become a reality and look forward to working with the cooperation of the City of Texarkana, TX to making this beautiful memorial area come to life.

Attachment: 2017-062 ATTH 03 Letter from applicant (1658 : 2017-062 ORD amending PD-17-2(A) for site plan approval 1600 South State Line)

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

No Additional

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: A

Update Date: 5/15/2017 11:34 AM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2017-060 rezoning the west 3.420 acres of Lot 1, Orr CJD
Addition, located at 1102 Walton Drive. General Retail to Commercial.
William Gregg Orr, applicant. Kayla Wood, MTG Engineers and Surveyors,
Subject: agent.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Z-16-7: This is a request by William Gregg Orr, owner, and MTG Engineering, agent, to rezone the west 3.420 acres of Lot 1, Orr CJD Addition, located at 1102 Walton Drive to allow the location of an automobile dealership.

The adjacent zoning is Commercial to the east and General Retail to the south and west. The adjacent land use is I-30 to the north, Academy Sports and vacant land to the south, a car dealership to the east and vacant land to the west.

The Comprehensive Plan has designated this as a retail area.

All city codes must be met including but not limited to building, subdivision, fire, drainage, flood plain, water and sewer.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since there are several car dealerships located in this area, staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

City of Texarkana, Texas

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

May 1, 2017

Attachments

- a. 2017-060 ORD rezoning 1102 Walton Dr. from GR to Copy (PDF)
- b. 2017-060 ATTH 01 Maps (PDF)
- c. 2017-060 ATTH 02 Zoning district definitions (PDF)
- d. 2017-060 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/12/2017 4:13 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/15/2017 11:02 AM
Public Information Officer	Lisa Thompson	PIO Review
	05/15/2017 11:12 AM	Completed
City Manager	John Whitson	City Manager Review
8:28 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		05/22/2017

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
David Orr briefed this item.

Z-17-7

ORDINANCE NO. 2017-060

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 WEST 3.420 ACRES OF LOT 1, ORR CJD ADDITION, LOCATED AT 1102 WALTON DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM GENERAL RETAIL TO COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone the west 3.420 acres of Lot 1, Orr CJD Addition, located at 1102 Walton Drive in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial**; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and 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 (0) to zero (0) to recommend the application for rezoning from General Retail to Commercial** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **General Retail to Commercial** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone the west 3.420 acres of Lot 1, Orr CJD Addition, located at 1102 Walton Drive in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial**.

Attachment: 2017-060 ORD rezoning 1102 Walton Dr. from GR to Copy (1657 : 2017-060 ORD rezoning 1102 Walton Drive from GR to C)

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

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

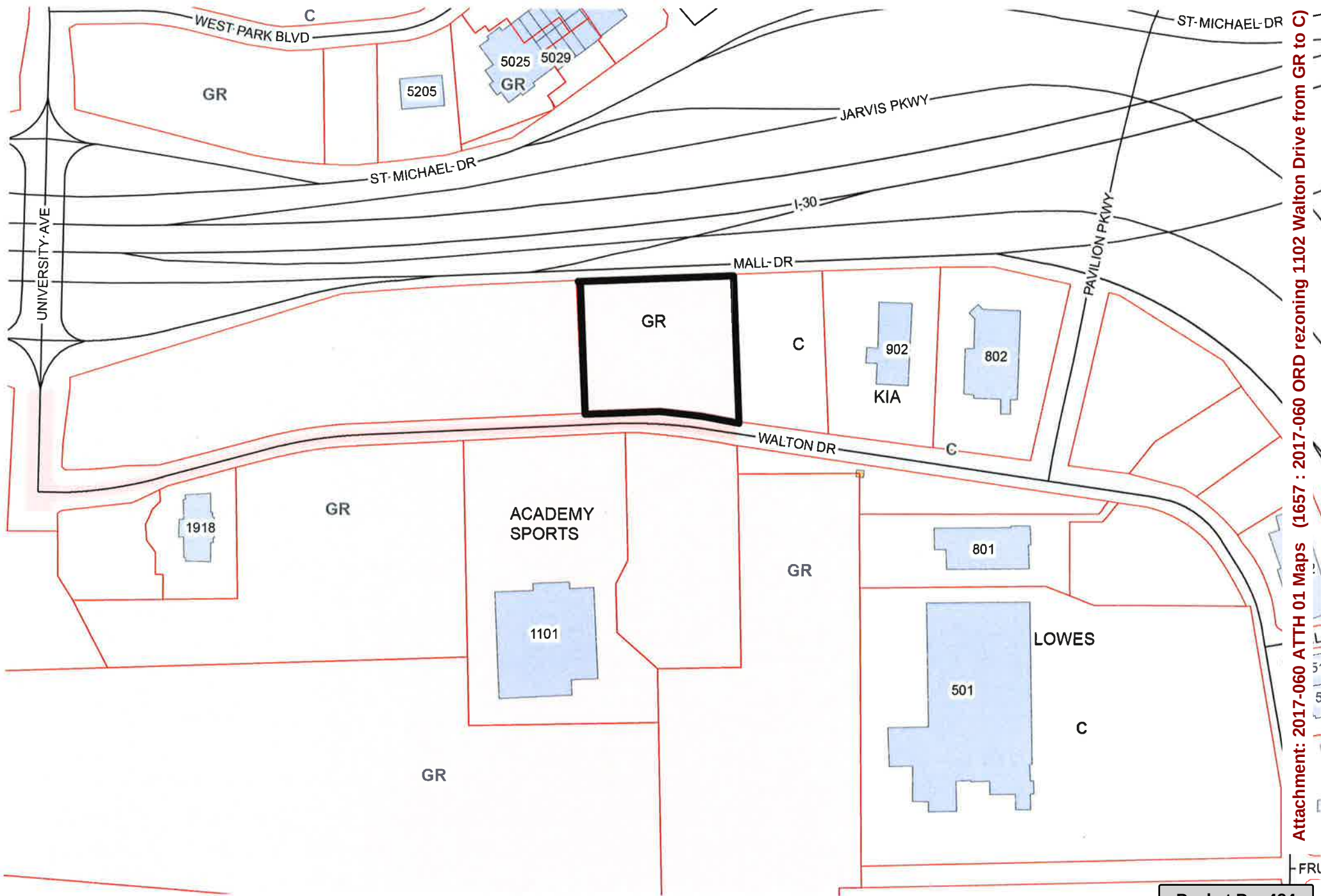
SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of July, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Attachment: 2017-060 ATTH 01 Maps (1657 : 2017-060 ORD rezoning 1102 Walton Drive from GR to C)



Attachment: 2017-060 ATTH 01 Maps (1657 : 2017-060 ORD rezoning 1102 Walton Drive from GR to C)



CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

Po Box 1007
220 Te
Texarkana TX 75504
(903) 798-3945
www.txkusa.org

7.9.c

For complete definition of Use District and Permitted Uses, consult City Zoning Ordinance

- "A" Agriculture Districts – Single Family homes on 1 acres or more of land; ranches farms, stables, public utility facilities, country clubs, schools, churches, green houses and other agrarian related uses.
- "SF-1" Single-Family Dwelling District 1 – Uses permitted in "A" District plus, Single Family homes on lots of 12,000 square feet or more.
- "SF-2" Single-Family Dwelling District 2 – Uses permitted in "SF-1" District plus: Single Family homes on lots of 7,200 square feet or more.
- "SF-3" Single-Family Dwelling district 3 – Uses permitted in "SF-2" District plus: Single Family homes on lots of 5,000 square feet or more, modular or factory fabricated dwelling. HUD code manufactured homes subject to a specific location and a Specific use Permit (SUP).
- "PUR" Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3750 square feet or more, Zero lot line homes/Patio Homes, 5000-6000 square feet or more. Subdivision must note housing type. Not to exceed 6 homes per gross acres over 2 acres, 8 homes under 2 acres.
- "2F-1" Two-Family Dwelling District 1 – Uses permitted in "SF-3" District plus: Two-Family dwelling units (duplexes) on lots of 10,000 square feet or more.
- "2F-2" Two Family Dwelling District 2 – Uses permitted in "2F-1" District plus: Duplexes on lots of 6,000 square feet or more.
- "TH" Townhouses Dwelling district – Uses permitted in "2F-2" District plus: Townhouses on lots of 2,000 square feet or more. Not to exceed 14 ½ dwelling units per gross acre.
- "MF-1" Multiple Family Dwelling District 1 – Uses permitted in "TH" District plus: Apartments are not to exceed 24 units per gross acres, row houses not to exceed 21 units per gross acres, hospitals, boarding, and rooming houses.
- "MF-2" Multiple Family Dwelling District 2 – Uses permitted in "MF-1" District plus: Apartments, not to exceed 27 units per gross acres, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high-rise apartments.
- "P" Parking District – Single Family detached homes, parking lots (private and public), nursing home, and schools.
- "O" Office District – Uses permitted in "P" District plus: Bank, savings & loan office, fraternity or sorority house, museum or art gallery, kindergarten, day care, medical office, general business office, hotel and motel.
- "NS" Neighborhood Services District – Uses permitted in "MF-2" and "O" districts plus: Theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery.
- "GR" General Retail District – Uses permitted in "NS" District plus: Gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of City Council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the Zoning Ordinance, per clinic.
- "LC" Limited Commercial District – Uses permitted in "GR" District plus: Auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/warehouse (no outside storage), and plumbing shops (with a Specific Use Permit).
- "CB" Central Business District – Uses permitted in "LC" District plus: Storage yards, dance hall or night club, commercial golf course, private club, roller skating rink, drive-in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse.
- "C" Commercial District – Uses permitted in "CB" District plus: Hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile homes sales or rental, wholesale storage facilities, heavy machinery sales and storage.
- "I-1" Industrial District 1 – All uses permitted in "C" District with the exception of Single-Family homes, duplexes and attached single family housing plus: outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing.
- "I-2" Industrial District 2 – Any use with the exception of housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas.
- "PD" Planned Development District – Any permitted use when approved as part of an overall project plan by the City Council; subject to conditions as indicated in the City Zoning Ordinance.

Attachment: 2017-060 ATTH 02 Zoning district definitions (1657 : 2017-060 ORD rezoning 1102 Walton Drive from GR to C)

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

No Additional

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

Version: A

Update Date: 5/12/2017 8:58 AM

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2017-061 authorizing the City Manager to enter into a contract
Subject: for the Wagner Creek North Sewer Trunk Main Replacement in an amount not
to exceed \$827,280.00.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

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

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, May 9, 2017 for the Wagner Creek North - Sewer Trunk Main Replacement. Seven (7) contractors picked up bid packages for the project and four (4) contractors bid on the project. Excel Utility Construction of Kilgore, Texas was the apparent low bidder with a low Base Bid of \$827,280.00. This project consists of the replacement of approximately 3,950 linear feet of eighteen-inch (18") sewer trunk mains with twenty-four inch (24") ductile iron sewer mains and installing ten (10) new manholes. This will be the first project Excel Utility Construction has performed for the Utility. Good references have been received from the City of Longview and Hayes Engineering.

Potential Options:

- None

Fiscal Implications:

This project will be the second in a series of projects to continue replacing the sewer trunk main along Wagner Creek from Pleasant Grove Road to the Wagner Creek Wastewater Treatment Plant. This project was budgeted in the Utility's 2014-2015 Budget in the Texas Infrastructure Fund at \$400,000. The scope of this project was increased when it was discovered that the existing main from Interstate 30 to Pleasant Grove Road, consisting of ductile Iron pipe, was deteriorating rapidly due to the high H2S concentrations. The new ductile iron pipe will be lined with a coating that is resistant to the H2S concentrations. Funds in excess of the \$400,000 budgeted are available from the Texas Infrastructure Fund for completion of the project.

Staff Recommendation:

Utility 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. 2017-061 RES Wagner Creek North Sewer Trunk Main Replacement (DOCX)
- b. 2017-061 ATTH 01 Bid Summary (DOCX)
- c. 2017 061 ATTH 02 Bid Tabulation (PDF)
- d. 2017-061 ATTH 03 Map (PDF)
- e. 2017-061 Goals & Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	
	05/15/2017 1:22 PM			
Water Utilities	Jim Cornelius	Review	Completed	05/15/2017
1:47 PM				
Water Utilities	JD Phillips	Review	Completed	05/15/2017
1:49 PM				
Public Information Officer		Lisa Thompson	PIO Review	Completed
	05/15/2017 2:00 PM			
City Manager	John Whitson	City Manager Review	Completed	05/19/2017
8:24 AM				
City Council	Jennifer Evans	Meeting	Completed	05/22/2017
6:00 PM				

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
J.D. Phillips briefed this item.

RESOLUTION NO. 2017-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH EXCEL UTILITY CONSTRUCTION OF KILGORE, TEXAS, IN AN AMOUNT NOT TO EXCEED \$827,280.00 FOR THE WAGNER CREEK NORTH SEWER TRUNK MAIN REPLACEMENT PROJECT TO RELOCATE AND REPLACE EXISTING DETERIORATED SEWER TRUNK MAINS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on May 9, 2017, four (4) bids were received, a copy of the bid summary of which is attached hereto as **ATTH01**, by Texarkana Water Utilities for the Wagner Creek North – Sewer Trunk Main Replacement Project; and

WHEREAS, the project will consist of installing approximately three thousand nine hundred fifty feet (3,950') of twenty-four inch (24") sewer trunk main and ten (10) manholes and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Excel Utility Construction of Kilgore, Texas, a copy of which is attached hereto as **ATTH02** in an amount not to exceed \$827,280.00; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2016-2017 Budget in the Texas Infrastructure Fund are available in the amount of \$827,280.00 for the Wagner Creek North Sewer Trunk Main Replacement Project.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Excel Utility Construction of Kilgore, Texas, a copy of which is attached hereto as **ATTH02** be and is hereby approved in an amount not to exceed \$827,280.00 for the installation of approximately three thousand nine hundred fifty feet (3,950') of twenty-four inch (24") sewer trunk main and ten (10) manholes, and related appurtenances for the Wagner Creek North – Sewer Trunk Main Replacement Project.

SECTION 2: That the City Manager be and is authorized to contract with Excel Utility Construction of Kilgore, Texas for the above-described services.

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 **10th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Bid Tabulation

Wagner Creek North
Sewer Trunk Main Replacement

2:00 P.M. Tuesday, May 9, 2017

	<u>Base Bid</u>
1. Excel Utility Construction Kilgore, Texas	\$ 827,280.00
2. Belt Construction Texarkana, Texas	\$1,166,853.50
3. RBIS, LLC Texarkana, Arkansas	\$2,033,077.00
4. ASB Utility Construction, LLC Shreveport, LA	\$1,347,290.00
Time First Bid Opened:	2:00 P.M
Number of Bidders:	4
Apparent Low Bidder:	Excel Utility Construction

Attachment: 2017 061 ATTH 02 Bid Tabulation (1649 : 2017-061 RES Wagner Creek North Sewer Trunk

Packet Pg. 432

Bid Tabulation
WAGNER CREEK NORTH
SEWER TRUNK MAIN REPLACEMENT

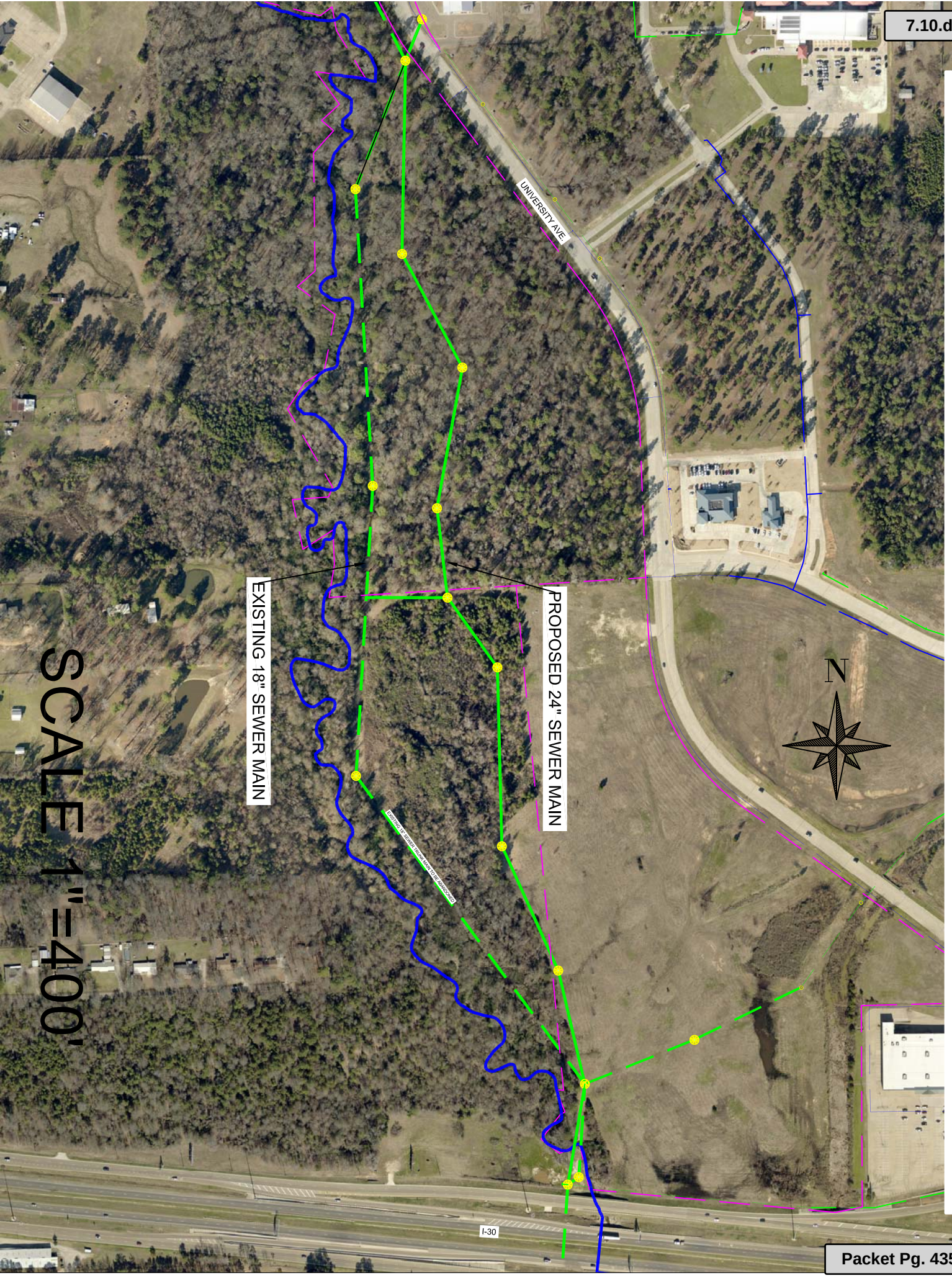
Project No. 62-000-135157-T151702

DEDUCTIVE ALTERNATE BID "A":				MAY 9, 2017 @ 2:00							
				BELT CONSTRUCTION, INC.		RBIS, LLC		ASB UTILITY CONSTR., LLC		EXCEL UTILITY CONST.	
				Texarkana, AR.		Texarkana, AR.		Shreveport, La.		Texarkana, AR.	
Item	Quantity	Unit	Description	Amount	Total	Amount	Total	Amount	Total	Amount	Total
Delete:											
2	1073	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (< 10')	\$158.15	\$169,694.95	\$315.00	\$337,995.00	\$210.00	\$225,330.00	\$131.00	\$140,563.00
3	2183	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (10'-12')	\$175.25	\$382,570.75	\$363.00	\$792,429.00	\$220.00	\$480,260.00	\$134.00	\$292,522.00
4	628	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (> 12')	\$208.35	\$130,843.80	\$401.00	\$251,828.00	\$250.00	\$157,000.00	\$145.00	\$91,060.00
12	1	EA	Concrete Manhole #7	\$10,690.00	\$10,690.00	\$13,100.00	\$13,100.00	\$11,000.00	\$11,000.00	\$9,200.00	\$9,200.00
13	1	EA	Concrete Manhole #8	\$10,553.00	\$10,553.00	\$12,900.00	\$12,900.00	\$11,000.00	\$11,000.00	\$9,060.00	\$9,060.00
14	1	EA	Concrete Manhole #9	\$10,368.00	\$10,368.00	\$10,600.00	\$10,600.00	\$11,000.00	\$11,000.00	\$8,935.00	\$8,935.00
15	1	EA	Concrete Manhole #10	\$11,516.00	\$11,516.00	\$12,600.00	\$12,600.00	\$12,000.00	\$12,000.00	\$8,765.00	\$8,765.00
16	3	EA	Remove Existing Manhole	\$4,165.00	\$12,495.00	\$4,400.00	\$13,200.00	\$5,000.00	\$15,000.00	\$3,000.00	\$9,000.00
17	4	EA	Abandon Existing Sewer Manhole	\$4,416.00	\$17,664.00	\$2,900.00	\$11,600.00	\$4,000.00	\$16,000.00	\$1,500.00	\$6,000.00
18	4100	LF	Abandon Existing Sewer Mains	\$16.00	\$65,600.00	\$20.00	\$82,000.00	\$22.00	\$90,200.00	\$17.10	\$70,110.00
20	1	LS	Well Pointing	\$101,595.00	\$101,595.00	\$278,000.00	\$278,000.00	\$35,000.00	\$35,000.00	\$18,000.00	\$18,000.00
21	1	LS	Clean & Test Manholes	\$2,853.00	\$2,853.00	\$6,400.00	\$6,400.00	\$7,000.00	\$7,000.00	\$9,000.00	\$9,000.00
22	1	LS	Clean & Test Sewer Mains	\$2,853.00	\$2,853.00	\$9,500.00	\$9,500.00	\$7,000.00	\$7,000.00	\$16,800.00	\$16,800.00
23	1	LS	Trench Protection	\$34,230.00	\$34,230.00	\$20,000.00	\$20,000.00	\$12,000.00	\$12,000.00	\$15,000.00	\$15,000.00
24	1	LS	Seeding	\$9,128.00	\$9,128.00	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$6,800.00	\$6,800.00
25	1	LS	Erosion Control Measures	\$17,115.00	\$17,115.00	\$6,400.00	\$6,400.00	\$5,000.00	\$5,000.00	\$4,800.00	\$4,800.00
Sub-Total Deletions:					\$989,769.50		\$1,864,952.00		\$1,099,790.00		\$715,615.00
Add:											
2	625	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (< 10')	\$158.15	\$98,843.75	\$315.00	\$196,875.00	\$210.00	\$131,250.00	\$131.00	\$81,875.00
3	1178	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (10'-12')	\$175.25	\$206,444.50	\$363.00	\$427,614.00	\$220.00	\$259,160.00	\$134.00	\$157,852.00
4	487	LF	24" DIP, Class 250, w/Protecto 401 Epoxy Coating by Open Cut (> 12')	\$208.35	\$101,466.45	\$401.00	\$195,287.00	\$250.00	\$121,750.00	\$145.00	\$70,615.00
12	1	EA	Concrete Manhole #7	\$10,690.00	\$10,690.00	\$13,100.00	\$13,100.00	\$11,000.00	\$11,000.00	\$9,200.00	\$9,200.00
16	2	EA	Remove Existing Manhole	\$4,165.00	\$8,330.00	\$4,400.00	\$8,800.00	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00
17	2	EA	Abandon Existing Sewer Manhole	\$4,416.00	\$8,832.00	\$2,900.00	\$5,800.00	\$4,000.00	\$8,000.00	\$1,500.00	\$3,000.00
18	2260	LF	Abandon Existing Sewer Mains	\$16.00	\$36,160.00	\$20.00	\$45,200.00	\$24.00	\$54,240.00	\$17.10	\$38,646.00
20	1	LS	Well Pointing	\$101,595.00	\$101,595.00	\$192,000.00	\$192,000.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
21	1	LS	Clean & Test Manholes	\$2,853.00	\$2,853.00	\$5,800.00	\$5,800.00	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
22	1	LS	Clean & Test Sewer Mains	\$2,853.00	\$2,853.00	\$8,800.00	\$8,800.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00

Bid Tabulation
WAGNER CREEK NORTH
SEWER TRUNK MAIN REPLACEMENT

Project No. 62-000-135157-T151702
MAY 9, 2017 @ 2:00

				BELT CONSTRUCTION, INC.		RBIS, LLC		ASB UTILITY CONSTR., LLC		EXCEL UTILITY CONST.	
				Texarkana, AR.		Texarkana, AR		Shreveport, La.		Texarkana, AR.	
				Amount	Total	Amount	Total	Amount	Total	Amount	Total
23	1	LS	Trench Protection	\$34,230.00	\$34,230.00	\$20,000.00	\$20,000.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00
24	1	LS	Seeding	\$9,128.00	\$9,128.00	\$5,200.00	\$5,200.00	\$4,000.00	\$4,000.00	\$5,800.00	\$5,800.00
25	1	LS	Erosion Control Measures	\$17,115.00	\$17,115.00	\$5,800.00	\$5,800.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
			Sub-Total Additions:		\$638,540.70		\$1,130,276.00		\$638,400.00		\$425,988.00
			Sub-Total Difference:		(\$351,228.80)		(\$734,676.00)		(\$461,390.00)		(\$289,627.00)
			Total of Bid Using Deductive Alternate Bid A:		\$815,624.70		\$1,298,401.00		\$885,900.00		\$537,653.00



SCALE 1"=400'

EXISTING 18" SEWER MAIN

PROPOSED 24" SEWER MAIN

EXISTING 24" SEWER MAIN TO BE REPLACED



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:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/19/2017 9:04 AM

Lead Department: Fire Department **Action Officer:** Eric Schlotter, Fire Chief

Subject: Resolution No. 2017-063 revising the swap time policy in the fire department.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

The Fire Department currently has a practice of allowing firefighters to "swap time" with one another. Swapping time is when one firefighter works for another. When swapping occurs the firefighter who was supposed to be on duty is paid as though he is at work while another firefighter is actually in his position. The person who is working for another firefighter is on duty for all practical purposes other than for pay. Currently, there is a policy that governs swap time; however, this policy is in need of revision as some of the current practices are not in-line with the law and do not have proper control of the practice which allows for abuse.

The practice of swapping or trading time is authorized under the Fair Labor Standards Act in section 7(p)(3). While the practice is legal there are certain current practices that may not be in accordance with the law. Currently, firefighters use two options to payback another firefighter who has swapped with them, they either work for the person who worked for them or they provide them with remuneration, the second of which is not in accordance with the law. While conducting research for the policy revision, I have not been able to find another department that allows remuneration. In fact, many strictly prohibit the practice.

In addition to addressing the issue of remuneration, the revised policy sets limits on the number of swap occurrences a firefighter can have in a given time period. The current policy does not set a limit, other than to prohibit swapping multiple consecutive shifts, and this has led to abuse of the privilege. In the past three years there have been employees who have swapped as many as 35 shifts in a year. Thirty five shifts is the equivalent of three and a half months of working time.

The proposed policy would prohibit remuneration, and create a maximum number of swaps per year.

CITY MANAGER: Briefing item 2016-116 was before the city council for four meetings on the following dates:

http://texarkanacitytx.igm2.com/Citizens/Detail_LegiFile.aspx?Frame=&MeetingID=1079&MediaPosition=1944.848&ID=1545&CssClass=

26 SEP 16: 1st Briefing

City of Texarkana, Texas

10 OCT 16: Public Hearing (No public comments)

24 OCT 16: 2nd Briefing

14 NOV 16: Council Vote: Matlock (Motion); Matthews (Second); Veal-Gooch (Yes); Davis (No); Ray (Absent); and Paddock (Absent) -- Motion failed 3-1 (charter requirement that all ordinances and resolutions pass with at least four "yes" votes). Note: It is typical that governing boards pass ordinances and resolutions with a simple majority vote provided a quorum is present at the meeting.

This briefing item is hereby presented for reconsideration. The city charter does not address any required time period before a failed agenda item can be reconsidered. The city council has not adopted any operating policy or procedure addressing items for reconsideration. It is typical that governing boards may reconsider items once six months have lapsed since the previous vote on the matter. This briefing item (2017-063) is scheduled for a vote on 10 JUL 17 which will be approximately six months since the vote on briefing item 2016-116 was taken on 14 NOV 17. Also taken into consideration is that no public comments were made during the public hearing that was conducted on 10 OCT 16 and that is very unusual for two councilmembers to be absent from city council meetings.

Potential Options:

- Make only the changes necessary to comply with applicable laws.
- Propose alternate provisions for the policy.

Fiscal Implications:

Potential liability for time owed to employees who are owed time.

Staff Recommendation:

Staff recommends approval of the resolution as presented.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

- a. 2017-063 RES Revising the Fire Department Policy and Procedure Manual (DOC)
- b. 2017-063 ATTH 01 City of Texarkana FD Policy 20161114 (PDF)
- c. 2017-063 ATTH 02 City of Texarkana FD Policy 20091102 (DOC)
- d. 2017-063 ATTH 03 Trade Time Log (PDF)
- e. 2017-063 ATTH 04 29 CFR 553 Substitution (PDF)
- f. 2017-063 ATTH 05 email from Labor Counsel Cranford (PDF)
- g. 2017-063 ATTH 06 Council Minutes 28 DEC 54 - FF Double (PDF)
- h. 2017-063 ATTH 07 City of McKinney FD Policy (PDF)
- i. 2017-063 ATTH 08 City of Nacogdoches FD Policy (DOC)
- j. 2017-063 ATTH 09 City of Longview FD Policy (PDF)

City of Texarkana, Texas

- k. 2017-063 ATTH 10 City of Burleson FD Policy (PDF)
- l. 2017-063 ATTH 11 City of Lufkin FD Policy (PDF)
- m. 2017-063 ATTH 12 City of Paris FD Policy (DOC)
- n. 2017-063 ATTH 13 City of Sherman FD Policy (PDF)
- o. 2017-063 ATTH 14 City of Tyler FD Policy (PDF)
- p. 2017-063 ATTH 15 City of Duncanville FD Policy (PDF)
- q. 2017-063 ATTH 16 City of Irving FD Policy (PDF)
- r. 2017-063 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Eric Schlotter	Department Head Review	Completed
	05/15/2017 12:12 PM		
Deputy City Manager - Shirley Jaster	Jennifer Evans	Deputy City Manager	
Review	Skipped	05/15/2017 11:45 AM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/16/2017 11:16 AM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/17/2017 1:23 PM		
City Manager	John Whitson	City Manager Review Completed	05/19/2017
9:05 AM			
City Council	Jennifer Evans	Meeting	Completed 05/22/2017
6:00 PM			

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
Eric Schlotter briefed this item.

RESOLUTION NO. 2017-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REVISING THE TEXARKANA, TEXAS FIRE DEPARTMENT POLICY AND PROCEDURE MANUAL, GENERAL PERSONNEL POLICIES, SECTION 8 - SUBSTITUTES; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Fire Department allows for the use of substitutes; and

WHEREAS, the Fire Department strives to maintain compliance with applicable laws; and

WHEREAS, the proper operation of the Fire Department requires well-developed policies and procedures.

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

SECTION 1: That Section 8 - Substitutes of the General Personnel Policies, contained in the Texarkana, Texas Fire Department Policy and Procedure Manual is revised as written in **Attachment #1**.

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 **10th day of July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

	Texarkana Fire Department		
	Policy and Procedures Manual		
	Title: General Personnel Policies		
	Applies to: All Personnel		
	Approved by:	Effective Date: 11-14-2016	
 Eric Schlotter, Fire Chief	Revision Date: 11-14-2016		
	Pages: <u>1 of 13</u>	Tab: 19	

This Policy/Procedure is for the Texarkana Texas Fire Department's internal use only and does not enhance an employee's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Policy/Procedure, if proven, may only form the basis for a complaint by the Texarkana Texas Fire Department in a non-judicial, administrative setting.

Section 1 Administration

- 1-1 Purpose: The purpose of this section is to provide information on various personnel related issues within the department. This policy should be used in conjunction with Chapter 143, Texas Local Government Code; City of Texarkana, Texas Personnel Policies; and various Federal and State of Texas laws related to personnel issues.
- 1-2 Scope: This policy applies to all personnel. When conflicts arise between various laws and policies governing personnel issues, they are to be resolved by the following priority order:
- a) Federal Statutes and Rules
 - b) Chapter 143, Texas Local Government Code (Civil Service)
 - c) Other State of Texas statutes and rules
 - d) City of Texarkana, Texas Local Civil Service Rules
 - e) City of Texarkana, Texas Personnel Policies
 - i) Exception: In circumstances where department policies are more stringent than city policies, the more stringent policy will apply.
 - f) Texarkana Fire Department Policies and Procedures

Section 2 Definitions

- 2-1 Civil Service Law – Chapter 143 of the Texas Local Government Code.
- 2-2 Local Civil Service Rules – Rules governing local Civil Service as approved by the Civil Service Commission and published by the Civil Service Director
- 2-3 Personnel Policies – Policies of the City of Texarkana, Texas as approved by the City manager and City Council and made available to employees by the Human Resources Director.
- 2-4 USSERA – *Uniformed Services Employment and Reemployment Rights Act*. This Federal law specifies rights regarding employment and re-employment for veterans returning from active duty.

Section 3 Pay and Benefits

- 3-1 Base Pay – All members shall receive base pay as approved by the City Council in the current budget. All members holding the same rank and having the same tenure in their rank shall receive the same base pay.

- 3-2 Longevity Pay – All members shall receive longevity pay at the rate of \$4.00 per month per year of service. The maximum longevity pay is \$100.00 per month.
- 3-3 Certification Incentive Pay – Members who hold advanced levels of certification from the Texas Commission on Fire Protection are eligible for certification incentive pay. Members with Intermediate certification shall receive \$50.00 per month. Members with advanced certification shall receive \$100.00 per month. Members with master certification shall receive \$150.00 per month. Members may receive both certification incentive pay and education incentive pay.
- 3-4 Education incentive pay – Eligible members may receive education incentive pay. Qualifications and pay amounts are listed in the City Personnel Policy Handbook. Members may receive both certification incentive pay and education incentive pay.
- 3-5 Overtime pay – Overtime pay shall be calculated and paid in accordance with the Fair Labor Standards Act and City Personnel Guidelines. In Operations Division, overtime pay shall be calculated based on a 15 day FLSA cycle. Overtime shall be paid on the payday following the pay period in which the FLSA cycle ends. In calculating overtime, leave time shall be credited in accordance with City personnel guidelines.
- 3-6 Step-up Pay – Members temporarily working in a higher classification shall be paid step-up pay. Step-up pay shall be the difference between the member's base pay and the lowest base pay of the next higher classification.
- 3-7 Assignment Pay – Members assigned to Fire Prevention or Training Divisions will receive assignment pay in the amount specified in the City budget. Other members may receive assignment pay if assigned to special functions and assignment pay is approved in the City budget.
- 3-8 Vacation – Members shall accumulate 15 days of vacation per year. Rate of accumulation shall be as indicated in the city personnel guidelines.
- 3-9 Holidays – Members shall receive holiday leave as indicated in the city personnel guidelines.
- 3-10 For members in Operations Division, two (2) days of leave time shall be equivalent to one (1) 24 hour shift.
- 3-11 Members in Operations Division shall take holidays with their vacation. Vacations and holidays shall be scheduled as directed by the Fire Chief.
- 3-12 Members in all divisions except Operations shall take holidays on the scheduled day as listed in the city personnel guidelines. These members shall request vacation time by submitting a written request to their immediate supervisor for approval.

- 3-13 Sick Leave – Members shall accumulate 15 days of sick leave per year as indicated in the city personnel guidelines. Members may take sick leave as allowed by the City personnel guidelines and by the section in this chapter entitled "Sick Leave".

Section 4 Working in a higher classification

- 4-1 Members working temporarily in a higher classification shall receive step-up pay in accordance with paragraph 3-6 above.
- 4-2 The Battalion Chief of Operations is authorized to approve step-up in accordance with these guidelines. Any exceptions to these guidelines shall be approved by the Fire Chief.
- 4-3 Each individual selected to step-up shall be qualified and capable of filling the position in the next higher rank that is open. Not every individual of a particular rank meets these requirements. Determination of the fitness to step-up is based solely on the judgment of the Operations Chief and/or Fire Chief.
- 4-4 Members shall not step-up more than one rank.
- 4-5 Newly promoted members shall not step-up until after successful completion of a six-month training period in their new rank. This six-month training period also applies to personnel transferred from other divisions who do not have prior experience at their current rank in Operations Division.
- 4-6 Newly hired members shall not step-up until after completion of their probationary period
- 4-7 Members shall not step-up to fill positions if there are members of the appropriate rank available to fill the position.

Section 5 Sick Leave

- 5-1 All members are eligible for sick leave benefits. Members shall accumulate sick leave in accordance with Texas Civil Service Law and City personnel guidelines.
- 5-2 Members retiring or resigning from the Fire Department shall receive pay for unused sick leave in accordance with Texas Civil Service Law and City personnel guidelines.
- 5-3 All Members are eligible for incentive days for non-use of sick leave as described in City personnel guidelines.
- 5-4 Sick leave shall be granted for the following reasons only:
- a) When a member is unable to perform his duties due to illness or an off-duty injury.
 - b) When a medical, dental, or optical examination or treatment is necessary. Members shall attempt to schedule such appointments on off-duty time when possible. All such appointments shall be approved in advance by the Fire Chief or the member's Battalion Chief.

- c) When a member has been exposed to a contagious disease (as would normally be subject to quarantine as prescribed by Health Department Standards) and presence on the job would jeopardize the health of others.
 - d) When a medical situation arises involving illness of a member's immediate family. The relationship must meet the requirements defined in the City Personnel Guidelines.
 - e) When leave is needed for the purpose of attending a funeral, making arrangements, or otherwise attending to the affairs of a deceased family member.
 - f) When leave is authorized by the Family and Medical Leave Act.
- 5-5 Members shall provide a physician's release in certain circumstances. The release shall state that the member has been under the physician's care and that the member is released to perform full or regular duties. The member shall provide the release prior to or at the time of returning to work. Supervisors shall not allow a member to return to work without this release. A release is required in all the following circumstances:
- a) Any sick leave taken for personal illness or injury which exceeds 48 hours (2 shifts).
 - b) Any sick leave taken due to exposure to contagious disease.
 - c) Following any surgery, whether sick leave was taken or not.
 - d) Any off-duty injury requiring a physician's examination or treatment.
 - e) When requested by the Fire Chief.
- 5-6 Frequent claiming of sick leave may constitute grounds for the assumption by the Fire Chief that the physical condition of a member is below the standard required for the proper performance of duties and this may lead to a request for a physical examination to determine fitness for the job. Any such examination shall be conducted in accordance with requirements of Texas Civil Service law.
- 5-7 Members who abuse sick leave are subject to disciplinary action, up to and including indefinite suspension.
- 5-8 In Operations Division, members claiming sick leave shall notify the Operations Chief on duty of their inability to report to work and the reason they cannot report. Members shall make this notification at least 30 minutes prior to their scheduled duty shift. The Operations Chief receiving this notification shall notify the station captain where the member was scheduled to work and both the Battalion Chief and the captain shall notify their relief at shift change. In other divisions, members shall notify someone in the office of their absence. This notification shall be made within 30 minutes of the start of their scheduled shift.
- 5-9 While on sick leave, members shall not work at another job. The Fire Chief may make exceptions to this rule with appropriate medical clearance.

- 5-10 Members who use sick leave shall sign a personnel action form and shall indicate on the form the reason for their absence.
- 5-11 Members who are members of the “Doubling List” and whose sick leave is exhausted are allowed to have other members work for them in accordance with the guidelines on substitutes and rules of the “Doubling List” as established by the members.

Section 6 Military Leave

- 6-1 Fifteen (15) days of military leave per Federal fiscal year are available to members of the reserves or National Guard. This military leave may be taken for weekend drills, annual duty, specialized training, or any other active military duty.
- 6-2 Members must notify their chain of command as far in advance as possible of the need to take military leave.

Section 7 Return from Active Military Duty

- 7-1 Return from active military duty will be handled in accordance with USERRA and applicable sections of Civil Service law.
- 7-2 In order to be eligible to be returned to duty after a period of military service, a member must meet each of the following requirements:
 - a) Member must have received an honorable discharge or other honorable separation from service
 - b) Member must remain physically and mentally fit to discharge the duties of their position
 - c) Member must make application for reinstatement within the time limits established in USERRA
 - d) Member must maintain current required certifications, including TCFP structure firefighter and DSHS Emergency Medical Technician
- 7-3 To determine physical fitness for duty, members may be required to complete an entry physical and the incumbent physical ability test
 - a) Members whose absence for military duty is greater than or equal to one year shall be required to take the physical and PAT
 - b) Members whose absence for military service is less than one year may be required to take the physical and PAT at the discretion of the Fire Chief
- 7-4 Mental fitness for duty will be assumed unless evidence indicates otherwise. If a question as to mental fitness arises, the Fire Chief will institute proceedings under Section 143.081 of Civil Service law.
- 7-5 At the discretion of the Fire Chief, an orientation and retraining period may be required prior to a returning member being assigned to fire suppression duties.

Section 8 Substitutes

- 8-1 Members in operations division may employ substitutes (commonly called swap time) to work in their place.
- 8-2 Members may have no more than 12 substitutions during the fiscal year (Oct. 1st – Sept. 30th), exceptions may be requested in writing to the Fire Chief.
- 8-3 When a member employs a substitute, the member is on duty for payroll purposes only. The substitute is on duty for all other purposes.
- 8-4 Members shall request approval for substitutes at least one shift in advance on the form provided for this purpose. The Company Officer shall recommend approval or disapproval of the substitution and forward the form to the Operations Chief. The Operations Chief shall make the final decision of approval or disapproval of the substitution. Operations Chief substitutes shall be approved or disapproved by the Fire Chief. Requests for substitutes received less than one shift in advanced may be considered at the discretion of the officers involved.
- 8-5 Members shall make a reasonable effort to employ a substitute of equal rank. In every case, substitutes shall be qualified to perform the duties of the position filled. Members shall not employ substitutes more than one rank below their own.
- 8-6 Substitutions are time for time only, no other form of remuneration is allowed regardless of the circumstance.
- 8-7 Members working overtime are not permitted to employ a substitute.
- 8-8 Station officers shall record substitutes in the company log book. Operations Chiefs shall record substitutes in the Operations Chief's log book and on the status report.
- 8-9 Members shall not work another job while off with a substitute with the exception of required military reserve drills.
- 8-10 Any substitute arrangements that will result in a member being off multiple shifts shall not be approved.
- 8-11 Receiving time off by employing a substitute is a privilege, not a right. Members who abuse this privilege are subject to disciplinary action and/or having this privilege revoked on an individual basis at the discretion of the Fire Chief.

Section 9 Disciplinary Action

- 9-1 All disciplinary action taken shall be taken in accordance with State and local Civil Service rules and regulations and in accordance with any applicable federal, state, and local statutes.
- 9-2 The degree of disciplinary action that may be taken by the Fire Department is as follows:

- a) Oral reprimand (including documented oral reprimand)
 - b) Written reprimand
 - c) Demotion
 - d) Temporary suspension without pay.
 - e) Indefinite suspension without pay.
- 9-3 Action taken will depend on the degree of the offense, the record of the offender, and the seriousness of the consequences of the violation.
- 9-4 Company officers and Battalion Chiefs may give oral reprimands. If desired, these officers may document these oral reprimands to the Fire Chief on the form provided.
- 9-5 All levels of disciplinary action other than oral reprimand shall be given by the Fire Chief. Officers who believe disciplinary action is needed shall initiate such action by letter through channels to the Fire Chief. Officers shall include in this letter a description of the problem, any supporting evidence or documentation, and a recommendation for action.
- 9-6 Any member subject to disciplinary action shall be given an opportunity to present any information he/she has or any mitigating circumstances prior to disciplinary action being taken.
- 9-7 The Fire Chief shall have the final decision in all disciplinary matters, subject to appeal procedures in civil service statutes.

Section 10 Promotional Procedures

- 10-1 The Fire Chief shall make all promotions in accordance with Texas civil service law and City of Texarkana, Texas Civil Service Rules and Regulations.
- 10-2 At least two copies of all books on promotional reading lists will be available at the Texarkana Public Library. One copy of each book will be kept in the library and will be available to study there. One or more copies of each book will be available to members to check out. Books shall be checked out for seven (7) days only. Books shall not be checked out consecutively by the same person
- 10-3 Books on promotional reading lists may be available from the Fire Department library. When a promotional exam is not posted, members may check out these books in accordance with normal procedures. From the time an exam notice is posted until an exam is given, members may check out these books for no longer than seven (7) consecutive days. Books shall not be checked out consecutively by the same person.
- 10-4 From the time an exam notice is posted until an exam is given, only those members eligible to take that promotional exam may check out study material for that exam. This applies both at the public library and at the department library.

- 10-5 Members shall return any books that are on the reading list for a currently posted promotional exam in a prompt manner and no later than the due date. Failure to return books on time will result in disciplinary action.
- 10-6 Members shall not take promotional exams while on duty; however, members may employ a substitute while taking a promotional exam.
- 10-7 Members must make arrangements to be present when an exam is given regardless of vacation or other leave time.
- 10-8 The Civil Service Director shall schedule the date, time, and location of exams. Member's dates of eligibility for the exam will not be consulted when scheduling the exam.

Section 11 Overtime Hiring and Emergency Recall

11-1 Routine Overtime Hiring

- a) Routine overtime hiring must be done in a consistent manner to insure fairness to all members. Circumstances in hiring vary. Generally, someone must be hired immediately. Sometimes time is not a concern within reasonable limits. Be sure that all members are afforded the same opportunity to work if they so desire, within the guidelines imposed by these rules.
- b) Overtime hiring worksheets will be provided for each crew. Each crew's worksheet will have the names of members on the other two crews listed in order of seniority. Care must be exercised to be certain that the appropriate worksheet for the crew on duty is used.
- c) The last member hired will be listed in the Operations Chief log book and on the list kept in the Operations Chief's office for that purpose. Each shift will have a separate column on the "last hired" sheet.
- d) When hiring, the member calling (normally the Operations Chief) will start with the first name on the overtime hiring worksheet under the person last hired.
- e) Members will be called in the order that their name appears on the worksheet. No member will be skipped except for reasons listed in this procedure. If a member is hired, write the time hired for and the station on the left side of their name. If a member is not hired, indicate the reason on the right side of their name.
- f) Overtime hiring will be for ½ shift at a time under normal circumstances. All daytime slots will be filled prior to hiring evening slots.
- g) Members will be utilized at their rank whenever possible. If not possible, they will be utilized at the highest available position below their rank.

- h) Members must be capable of filling the position needed. Members who cannot drive fire department vehicles, including those on probation, may be hired if sufficient personnel are available to fill required driver and officer positions. (Except see policy on probationary firefighters for exception during first few months of employment.) Otherwise, no member should be excluded from working overtime if arrangements can reasonably be made to fill all required positions.
- i) Members on sick leave will not be hired overtime. For purposes of overtime, sick leave begins when a member calls in sick and does not end until the member reports back to work. For example, a member is off on sick leave 24 hours on Monday. His next scheduled shift is Thursday. He is not eligible for overtime on Tuesday or Wednesday.
- j) Members on vacation are not eligible for overtime. For purposes of overtime, vacation leave begins at the time a member is actually off work and ends when he reports back. For example, a member's vacation starts at 7:00 AM on April 15 and he reports back to work at 7:00 AM on April 30. He is eligible for overtime on April 13 and 14, but he is not on April 28 or 29. This rule is written for purposes of consistency. This is being approached in different ways by different people.
- k) Members off on holiday, vacation, or incentive leave of one shift or less are ineligible for overtime only on their shift while they are actually on leave. For example, a member takes a holiday on Monday night. He is eligible for overtime on Tuesday.
- l) Operations Chiefs may consider response time in the hiring process. For example, it is 06:45 and the next person on the list for hiring lives approximately 90 minutes away. The position needs to be filled at 07:00 or someone will be forced to stay overtime. It is appropriate to skip the out of town person and go down the list to someone who lives closer. It would not be appropriate to skip someone if the hiring is being done for the PM shift and there is sufficient time for travel. The Operations Chief needs to use judgment in this process. He must balance giving equal rights to overtime work to all members against the immediate need to fill an open position. If a member is skipped when hiring for daytime because of travel time, the skipped member(s) shall be considered for the PM shift if needed.
- m) When calling for overtime, always identify yourself and the purpose of your call to the person answering the phone even if the member is not home. If you reach an answering machine, leave this information on the machine. This is the proper and courteous thing to do and helps prevent complaints that the member was not called.

- n) Phone rings are only 5 seconds apart. Always let the phone ring at least 6 times before hanging up and writing “no answer” on the call sheet.
- o) Both primary and secondary contact numbers are shown on the overtime sheet. Primary numbers will always be called. Secondary numbers are shown for convenience sake and are not required to be called. Be consistent. If you call the secondary number for one person, call them for all.
- p) Show equal consideration to all members when hiring overtime. Each member deserves an equal chance to work. If you have time to let one member’s spouse call him to call you back, treat all the same. Favoritism has no place in the hiring process.
- q) Only members assigned to Operations Division are eligible for regular overtime in Operations Division. New members who have not completed training and members assigned to other divisions are not eligible. Members are not eligible for regular overtime on their own shift.

11-2 Emergency Recall

- a) Emergency recall hiring will be handled differently. If an entire shift is needed to be recalled, or all off duty personnel, the Incident Commander should request the dispatcher to initiate a recall of a particular shift or shifts through the “Code Red” system. When the Incident Commander needs a certain number of personnel (less than a full shift), he should contact the investigator on call and request that the investigator initiate a recall of personnel until he has contacted the required number. Members living in the immediate Texarkana area will be called before those who travel any significant distance. No particular order of calling is required in an emergency recall. Any members who can be reached will be hired.

Section 12 Miscellaneous Provisions

12-1 Moonlighting

- a) City personnel guidelines require that all full-time city employees who hold other positions of paid employment or accept pay for services obtain written approval of their department head prior to accepting such employment. The Department Head may cancel such approval at any time it is determined that such outside employment conflicts or interferes with a member's duties and responsibilities as an employee of the City of Texarkana, Texas.
- b) Members wishing to request such approval shall do so on a form available from the Fire Chief's office. Members must fill out forms completely, providing all requested information.

- c) Members shall give priority to their duties and responsibilities as Fire Department employees over any responsibility to other employers. Such responsibility to another employer shall not be a valid reason for not responding to an emergency recall, mandatory overtime, required meeting, required training, or any other obligation to this department.
- d) Members shall not engage in business activities related to other employment while on duty and shall not use city property or facilities for such activities.
- e) Members shall use care in selecting outside employment to ensure that the employment does not create a conflict of interest with regard to their Fire Department employment.
- f) Members shall not use their status as Fire Department members in any way to generate additional business or solicit favors in regard to outside employment.
- g) Members shall inform the Fire Chief on the appropriate form when the member leaves employment at a part-time job previously approved.

12-2 Flower Fund

- a) A flower fund has been established in the Fire Department. This fund shall be maintained to provide flowers in accordance with these guidelines.
- b) When the balance in the fund is depleted, the Battalion Chiefs in charge of each crew and division will collect a contribution from each participating member. The particular amount of the contribution will be determined by the Fire Chief. Participation by members is voluntary.
- c) The flower fund will be administered by the Fire Department Administrative Coordinator. The Administrative Coordinator will receive and deposit all contributions, make payments, and place orders. In the absence of the Administrative Coordinator, the Fire Chief or a member designated by the Fire Chief will administer the fund.
- d) Flowers will be sent to the funeral of a current member, the immediate family of a current member, or a retired member. For purposes of this section, immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, father-in-law, or mother-in-law.
- e) If requested by the family of the deceased, a contribution may be made to a chosen charity in lieu of sending flowers.
- f) Members who become aware of a death in one of these categories shall notify the Battalion Chief on duty. The Battalion Chief shall notify the Fire Chief so that necessary arrangements can be made.

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 - iii) Shorter seminars (one or two day) that are job related will be considered on an individual basis by the Fire Chief.
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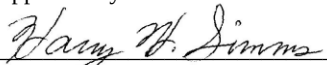
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- a) All members are required to provide their home telephone number for contact during off duty hours.
- b) Normally, member phone numbers will be posted at all fire stations and in the Operations Chief's office.
- c) If a member requests in writing, his phone number will be omitted from the lists posted at the fire stations. It will still be included on the list posted at the Operations Chief's office.
- d) Member's phone numbers are not to be released to callers. If a request is received for a member phone number, advise the caller that the number cannot be released. Offer to take the caller's name and phone number and relay the information to the member as soon as possible. Always maintain a professional and courteous attitude when dealing with this situation.

	Texarkana Fire Department	
	Policy and Procedures Manual	
	Title: General Personnel Policies	
	Applies to: All Personnel	
	Approved by:  Harry H. Simms, Fire Chief	Effective Date: 11-02-2009
	Revision Date: 11-02-2009	
	Pages: 1 of 14	Tab: 19

This Policy/Procedure is for the Texarkana Texas Fire Department's internal use only and does not enhance an employee's civil or criminal liability in any way. It should not be construed as the creation of a higher standard of safety or care in an evidentiary sense, with respect to third party claims. Violations of this Policy/Procedure, if proven, may only form the basis for a complaint by the Texarkana Texas Fire Department in a non-judicial, administrative setting.

Section 1 Administration

- 1-1 Purpose: The purpose of this section is to provide information on various personnel related issues within the department. This policy should be used in conjunction with Chapter 143, Texas Local Government Code; City of Texarkana, Texas Personnel Policies; and various Federal and State of Texas laws related to personnel issues.
- 1-2 Scope: This policy applies to all personnel. When conflicts arise between various laws and policies governing personnel issues, they are to be resolved by the following priority order:
- a) Federal Statutes and Rules
 - b) Chapter 143, Texas Local Government Code (Civil Service)
 - c) Other State of Texas statutes and rules
 - d) City of Texarkana, Texas Local Civil Service Rules
 - e) City of Texarkana, Texas Personnel Policies
 - i) Exception: In circumstances where department policies are more stringent than city policies, the more stringent policy will apply.
 - f) Texarkana Fire Department Policies and Procedures

Section 2 Definitions

- 2-1 Civil Service Law – Chapter 143 of the Texas Local Government Code.
- 2-2 Local Civil Service Rules – Rules governing local Civil Service as approved by the Civil Service Commission and published by the Civil Service Director
- 2-3 Personnel Policies – Policies of the City of Texarkana, Texas as approved by the City manager and City Council and made available to employees by the Human Resources Director.
- 2-4 USSERA – *Uniformed Services Employment and Reemployment Rights Act*. This Federal law specifies rights regarding employment and re-employment for veterans returning from active duty.

Section 3 Pay and Benefits

- 3-1 Base Pay – All members shall receive base pay as approved by the City Council in the current budget. All members holding the same rank and having the same tenure in their rank shall receive the same base pay.

- 3-2 Longevity Pay – All members shall receive longevity pay at the rate of \$4.00 per month per year of service. The maximum longevity pay is \$100.00 per month.
- 3-3 Certification Incentive Pay – Members who hold advanced levels of certification from the Texas Commission on Fire Protection are eligible for certification incentive pay. Members with Intermediate certification shall receive \$50.00 per month. Members with advanced certification shall receive \$100.00 per month. Members with master certification shall receive \$150.00 per month. Members may receive both certification incentive pay and education incentive pay.
- 3-4 Education incentive pay – Eligible members may receive education incentive pay. Qualifications and pay amounts are listed in the City Personnel Policy Handbook. Members may receive both certification incentive pay and education incentive pay.
- 3-5 Overtime pay – Overtime pay shall be calculated and paid in accordance with the Fair Labor Standards Act and City Personnel Guidelines. In Operations Division, overtime pay shall be calculated based on a 15 day FLSA cycle. Overtime shall be paid on the payday following the pay period in which the FLSA cycle ends. In calculating overtime, leave time shall be credited in accordance with City personnel guidelines.
- 3-6 Step-up Pay – Members temporarily working in a higher classification shall be paid step-up pay. Step-up pay shall be the difference between the member's base pay and the lowest base pay of the next higher classification.
- 3-7 Assignment Pay – Members assigned to Fire Prevention or Training Divisions will receive assignment pay in the amount specified in the City budget. Other members may receive assignment pay if assigned to special functions and assignment pay is approved in the City budget.
- 3-8 Vacation – Members shall accumulate 15 days of vacation per year. Rate of accumulation shall be as indicated in the city personnel guidelines.
- 3-9 Holidays – Members shall receive holiday leave as indicated in the city personnel guidelines.
- 3-10 For members in Operations Division, two (2) days of leave time shall be equivalent to one (1) 24 hour shift.
- 3-11 Members in Operations Division shall take holidays with their vacation. Vacations and holidays shall be scheduled as directed by the Fire Chief.
- 3-12 Members in all divisions except Operations shall take holidays on the scheduled day as listed in the city personnel guidelines. These members shall request vacation time by submitting a written request to their immediate supervisor for approval.

- 3-13 Sick Leave – Members shall accumulate 15 days of sick leave per year as indicated in the city personnel guidelines. Members may take sick leave as allowed by the City personnel guidelines and by the section in this chapter entitled "Sick Leave".

Section 4 Working in a higher classification

- 4-1 Members working temporarily in a higher classification shall receive step-up pay in accordance with paragraph 3-6 above.
- 4-2 The Battalion Chief of Operations is authorized to approve step-up in accordance with these guidelines. Any exceptions to these guidelines shall be approved by the Fire Chief.
- 4-3 Each individual selected to step-up shall be qualified and capable of filling the position in the next higher rank that is open. Not every individual of a particular rank meets these requirements. Determination of the fitness to step-up is based solely on the judgment of the Operations Chief and/or Fire Chief.
- 4-4 Members shall not step-up more than one rank.
- 4-5 Newly promoted members shall not step-up until after successful completion of a six-month training period in their new rank. This six-month training period also applies to personnel transferred from other divisions who do not have prior experience at their current rank in Operations Division.
- 4-6 Newly hired members shall not step-up until after completion of their probationary period
- 4-7 Members shall not step-up to fill positions if there are members of the appropriate rank available to fill the position.

Section 5 Sick Leave

- 5-1 All members are eligible for sick leave benefits. Members shall accumulate sick leave in accordance with Texas Civil Service Law and City personnel guidelines.
- 5-2 Members retiring or resigning from the Fire Department shall receive pay for unused sick leave in accordance with Texas Civil Service Law and City personnel guidelines.
- 5-3 All Members are eligible for incentive days for non-use of sick leave as described in City personnel guidelines.
- 5-4 Sick leave shall be granted for the following reasons only:
 - a) When a member is unable to perform his duties due to illness or an off-duty injury.
 - b) When a medical, dental, or optical examination or treatment is necessary. Members shall attempt to schedule such appointments on off-duty time when possible. All such appointments shall be approved in advance by the Fire Chief or the member's Battalion Chief.

- c) When a member has been exposed to a contagious disease (as would normally be subject to quarantine as prescribed by Health Department Standards) and presence on the job would jeopardize the health of others.
 - d) When a medical situation arises involving illness of a member's immediate family. The relationship must meet the requirements defined in the City Personnel Guidelines.
 - e) When leave is needed for the purpose of attending a funeral, making arrangements, or otherwise attending to the affairs of a deceased family member.
 - f) When leave is authorized by the Family and Medical Leave Act.
- 5-5 Members shall provide a physician's release in certain circumstances. The release shall state that the member has been under the physician's care and that the member is released to perform full or regular duties. The member shall provide the release prior to or at the time of returning to work. Supervisors shall not allow a member to return to work without this release. A release is required in all the following circumstances:
- a) Any sick leave taken for personal illness or injury which exceeds 48 hours (2 shifts).
 - b) Any sick leave taken due to exposure to contagious disease.
 - c) Following any surgery, whether sick leave was taken or not.
 - d) Any off-duty injury requiring a physician's examination or treatment.
 - e) When requested by the Fire Chief.
- 5-6 Frequent claiming of sick leave may constitute grounds for the assumption by the Fire Chief that the physical condition of a member is below the standard required for the proper performance of duties and this may lead to a request for a physical examination to determine fitness for the job. Any such examination shall be conducted in accordance with requirements of Texas Civil Service law.
- 5-7 Members who abuse sick leave are subject to disciplinary action, up to and including indefinite suspension.
- 5-8 In Operations Division, members claiming sick leave shall notify the Operations Chief on duty of their inability to report to work and the reason they cannot report. Members shall make this notification at least 30 minutes prior to their scheduled duty shift. The Operations Chief receiving this notification shall notify the station captain where the member was scheduled to work and both the Battalion Chief and the captain shall notify their relief at shift change. In other divisions, members shall notify someone in the office of their absence. This notification shall be made within 30 minutes of the start of their scheduled shift.
- 5-9 While on sick leave, members shall not work at another job. The Fire Chief may make exceptions to this rule with appropriate medical clearance.

- 5-10 Members who use sick leave shall sign a personnel action form and shall indicate on the form the reason for their absence.
- 5-11 Members who are members of the "Doubling List" and whose sick leave is exhausted are allowed to have other members work for them in accordance with the guidelines on substitutes and rules of the "Doubling List" as established by the members.

Section 6 Military Leave

- 6-1 Fifteen (15) days of military leave per Federal fiscal year are available to members of the reserves or National Guard. This military leave may be taken for weekend drills, annual duty, specialized training, or any other active military duty.
- 6-2 Members must notify their chain of command as far in advance as possible of the need to take military leave.

Section 7 Return from Active Military Duty

- 7-1 Return from active military duty will be handled in accordance with USERRA and applicable sections of Civil Service law.
- 7-2 In order to be eligible to be returned to duty after a period of military service, a member must meet each of the following requirements:
 - a) Member must have received an honorable discharge or other honorable separation from service
 - b) Member must remain physically and mentally fit to discharge the duties of their position
 - c) Member must make application for reinstatement within the time limits established in USERRA
 - d) Member must maintain current required certifications, including TCFP structure firefighter and DSHS Emergency Medical Technician
- 7-3 To determine physical fitness for duty, members may be required to complete an entry physical and the incumbent physical ability test
 - a) Members whose absence for military duty is greater than or equal to one year shall be required to take the physical and PAT
 - b) Members whose absence for military service is less than one year may be required to take the physical and PAT at the discretion of the Fire Chief
- 7-4 Mental fitness for duty will be assumed unless evidence indicates otherwise. If a question as to mental fitness arises, the Fire Chief will institute proceedings under Section 143.081 of Civil Service law.
- 7-5 At the discretion of the Fire Chief, an orientation and retraining period may be required prior to a returning member being assigned to fire suppression duties.

Section 8 Substitutes

- 8-1 Members in operations division may employ substitutes (commonly called swap time) to work in their place.
- 8-18-2 ~~Members may have no more than 12 substitutions during the fiscal year (Oct.1st-Sept. 30th), exceptions may be requested in writing to the Fire Chief.~~
- 8-28-3 When a member employs a substitute, the member is on duty for payroll purposes only. The substitute is on duty for all other purposes.
- 8-38-4 Members shall request approval for substitutes at least one shift in advance on the form provided for this purpose. The Company Officer shall recommend approval or disapproval of the substitution and forward the form to the Operations Chief. The Operations Chief shall make the final decision of approval or disapproval of the substitution. Operations Chief substitutes shall be approved or disapproved by the Fire Chief. Requests for substitutes received less than one shift in advanced may be considered at the discretion of the officers involved.
- 8-5 Members shall make a reasonable effort to employ a substitute of equal rank. In every case, substitutes shall be qualified to perform the duties of the position filled. Members shall not employ substitutes more than one rank below their own. ~~Operations Chiefs may make exceptions to this rule if sufficient qualified members are available to fill all positions, any moving by members is voluntary, no step up pay is created, and no major disruption of the crew is created.~~
- 8-6 ~~Substitutions are time for time only, no other form of remuneration is allowed regardless of the circumstance.~~
- 8-48-7 ~~Members working overtime are not permitted to employ a substitute.~~
- 8-58-8 Station officers shall record substitutes in the company log book. Operations Chiefs shall record substitutes in the Operations Chief's log book and on the status report.
- 8-68-9 Members shall not work another job while off with a substitute with the exception of required military reserve drills.
- 8-78-10 Any substitute arrangements that will result in a member being off multiple shifts ~~over an extended period of time will shall~~ not be approved.
- 8-88-11 ~~Substitutes may be employed to attend college or university classes but not between the hours of 7:00 a.m. and 5:00 p.m. weekdays.~~
- 8-98-12 Receiving time off by employing a substitute is a privilege, not a right. Members who abuse this privilege are subject to disciplinary action and/or having this privilege revoked on an individual basis at the discretion of the Fire Chief.

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Section 9 Disciplinary Action

- 9-1 All disciplinary action taken shall be taken in accordance with State and local Civil Service rules and regulations and in accordance with any applicable federal, state, and local statutes.
- 9-2 The degree of disciplinary action that may be taken by the Fire Department is as follows:
 - a) Oral reprimand (including documented oral reprimand)
 - b) Written reprimand
 - c) Demotion
 - d) Temporary suspension without pay.
 - e) Indefinite suspension without pay.
- 9-3 Action taken will depend on the degree of the offense, the record of the offender, and the seriousness of the consequences of the violation.
- 9-4 Company officers and Battalion Chiefs may give oral reprimands. If desired, these officers may document these oral reprimands to the Fire Chief on the form provided.
- 9-5 All levels of disciplinary action other than oral reprimand shall be given by the Fire Chief. Officers who believe disciplinary action is needed shall initiate such action by letter through channels to the Fire Chief. Officers shall include in this letter a description of the problem, any supporting evidence or documentation, and a recommendation for action.
- 9-6 Any member subject to disciplinary action shall be given an opportunity to present any information he/she has or any mitigating circumstances prior to disciplinary action being taken.
- 9-7 The Fire Chief shall have the final decision in all disciplinary matters, subject to appeal procedures in civil service statutes.

Section 10 Promotional Procedures

- 10-1 The Fire Chief shall make all promotions in accordance with Texas civil service law and City of Texarkana, Texas Civil Service Rules and Regulations.
- 10-2 At least two copies of all books on promotional reading lists will be available at the Texarkana Public Library. One copy of each book will be kept in the library and will be available to study there. One or more copies of each book will be available to members to check out. Books shall be checked out for seven (7) days only. Books shall not be checked out consecutively by the same person

- 10-3 Books on promotional reading lists may be available from the Fire Department library. When a promotional exam is not posted, members may check out these books in accordance with normal procedures. From the time an exam notice is posted until an exam is given, members may check out these books for no longer than seven (7) consecutive days. Books shall not be checked out consecutively by the same person.
- 10-4 From the time an exam notice is posted until an exam is given, only those members eligible to take that promotional exam may check out study material for that exam. This applies both at the public library and at the department library.
- 10-5 Members shall return any books that are on the reading list for a currently posted promotional exam in a prompt manner and no later than the due date. Failure to return books on time will result in disciplinary action.
- 10-6 Members shall not take promotional exams while on duty; however, members may employ a substitute while taking a promotional exam.
- 10-7 Members must make arrangements to be present when an exam is given regardless of vacation or other leave time.
- 10-8 The Civil Service Director shall schedule the date, time, and location of exams. Member's dates of eligibility for the exam will not be consulted when scheduling the exam.

Section 11 Overtime Hiring and Emergency Recall

11-1 Routine Overtime Hiring

- a) Routine overtime hiring must be done in a consistent manner to insure fairness to all members. Circumstances in hiring vary. Generally, someone must be hired immediately. Sometimes time is not a concern within reasonable limits. Be sure that all members are afforded the same opportunity to work if they so desire, within the guidelines imposed by these rules.
- b) Overtime hiring worksheets will be provided for each crew. Each crew's worksheet will have the names of members on the other two crews listed in order of seniority. Care must be exercised to be certain that the appropriate worksheet for the crew on duty is used.
- c) The last member hired will be listed in the Operations Chief log book and on the list kept in the Operations Chief's office for that purpose. Each shift will have a separate column on the "last hired" sheet.
- d) When hiring, the member calling (normally the Operations Chief) will start with the first name on the overtime hiring worksheet under the person last hired.

- e) Members will be called in the order that their name appears on the worksheet. No member will be skipped except for reasons listed in this procedure. If a member is hired, write the time hired for and the station on the left side of their name. If a member is not hired, indicate the reason on the right side of their name.
- f) Overtime hiring will be for ½ shift at a time under normal circumstances. All daytime slots will be filled prior to hiring evening slots.
- g) Members will be utilized at their rank whenever possible. If not possible, they will be utilized at the highest available position below their rank.
- h) Members must be capable of filling the position needed. Members who cannot drive fire department vehicles, including those on probation, may be hired if sufficient personnel are available to fill required driver and officer positions. (Except see policy on probationary firefighters for exception during first few months of employment.) Otherwise, no member should be excluded from working overtime if arrangements can reasonably be made to fill all required positions.
- i) Members on sick leave will not be hired overtime. For purposes of overtime, sick leave begins when a member calls in sick and does not end until the member reports back to work. For example, a member is off on sick leave 24 hours on Monday. His next scheduled shift is Thursday. He is not eligible for overtime on Tuesday or Wednesday.
- j) Members on vacation are not eligible for overtime. For purposes of overtime, vacation leave begins at the time a member is actually off work and ends when he reports back. For example, a member's vacation starts at 7:00 AM on April 15 and he reports back to work at 7:00 AM on April 30. He is eligible for overtime on April 13 and 14, but he is not on April 28 or 29. This rule is written for purposes of consistency. This is being approached in different ways by different people.
- k) Members off on holiday, vacation, or incentive leave of one shift or less are ineligible for overtime only on their shift while they are actually on leave. For example, a member takes a holiday on Monday night. He is eligible for overtime on Tuesday.

- l) Operations Chiefs may consider response time in the hiring process. For example, it is 06:45 and the next person on the list for hiring lives approximately 90 minutes away. The position needs to be filled at 07:00 or someone will be forced to stay overtime. It is appropriate to skip the out of town person and go down the list to someone who lives closer. It would not be appropriate to skip someone if the hiring is being done for the PM shift and there is sufficient time for travel. The Operations Chief needs to use judgment in this process. He must balance giving equal rights to overtime work to all members against the immediate need to fill an open position. If a member is skipped when hiring for daytime because of travel time, the skipped member(s) shall be considered for the PM shift if needed.
- m) When calling for overtime, always identify yourself and the purpose of your call to the person answering the phone even if the member is not home. If you reach an answering machine, leave this information on the machine. This is the proper and courteous thing to do and helps prevent complaints that the member was not called.
- n) Phone rings are only 5 seconds apart. Always let the phone ring at least 6 times before hanging up and writing "no answer" on the call sheet.
- o) Both primary and secondary contact numbers are shown on the overtime sheet. Primary numbers will always be called. Secondary numbers are shown for convenience sake and are not required to be called. Be consistent. If you call the secondary number for one person, call them for all.
- p) Show equal consideration to all members when hiring overtime. Each member deserves an equal chance to work. If you have time to let one member's spouse call him to call you back, treat all the same. Favoritism has no place in the hiring process.
- q) Only members assigned to Operations Division are eligible for regular overtime in Operations Division. New members who have not completed training and members assigned to other divisions are not eligible. Members are not eligible for regular overtime on their own shift.

11-2 Emergency Recall

- a) Emergency recall hiring will be handled differently. If an entire shift is needed to be recalled, or all off duty personnel, the Incident Commander should request the dispatcher to initiate a recall of a particular shift or shifts through the "Code Red" system. When the Incident Commander needs a certain number of personnel (less than a full shift), he should contact the investigator on call and request that the investigator initiate a recall of personnel until he has contacted the required number. Members living in the immediate Texarkana area will be called before those who travel any significant distance. No particular order of calling is required in an emergency recall. Any members who can be reached will be hired.

Section 12 Miscellaneous Provisions

12-1 Moonlighting

- a) City personnel guidelines require that all full-time city employees who hold other positions of paid employment or accept pay for services obtain written approval of their department head prior to accepting such employment. The Department Head may cancel such approval at any time it is determined that such outside employment conflicts or interferes with a member's duties and responsibilities as an employee of the City of Texarkana, Texas.
- b) Members wishing to request such approval shall do so on a form available from the Fire Chief's office. Members must fill out forms completely, providing all requested information.
- c) Members shall give priority to their duties and responsibilities as Fire Department employees over any responsibility to other employers. Such responsibility to another employer shall not be a valid reason for not responding to an emergency recall, mandatory overtime, required meeting, required training, or any other obligation to this department.
- d) Members shall not engage in business activities related to other employment while on duty and shall not use city property or facilities for such activities.
- e) Members shall use care in selecting outside employment to ensure that the employment does not create a conflict of interest with regard to their Fire Department employment.
- f) Members shall not use their status as Fire Department members in any way to generate additional business or solicit favors in regard to outside employment.
- g) Members shall inform the Fire Chief on the appropriate form when the member leaves employment at a part-time job previously approved.

12-2 Flower Fund

- a) A flower fund has been established in the Fire Department. This fund shall be maintained to provide flowers in accordance with these guidelines.
- b) When the balance in the fund is depleted, the Battalion Chiefs in charge of each crew and division will collect a contribution from each participating member. The particular amount of the contribution will be determined by the Fire Chief. Participation by members is voluntary.
- c) The flower fund will be administered by the Fire Department Administrative Coordinator. The Administrative Coordinator will receive and deposit all contributions, make payments, and place orders. In the absence of the Administrative Coordinator, the Fire Chief or a member designated by the Fire Chief will administer the fund.
- d) Flowers will be sent to the funeral of a current member, the immediate family of a current member, or a retired member. For purposes of this section, immediate family is defined as husband, wife, son, daughter, father, mother, brother, sister, father-in-law, or mother-in-law.
- e) If requested by the family of the deceased, a contribution may be made to a chosen charity in lieu of sending flowers.
- f) Members who become aware of a death in one of these categories shall notify the Battalion Chief on duty. The Battalion Chief shall notify the Fire Chief so that necessary arrangements can be made.

12-3 Nepotism

- a) City personnel guidelines regulate nepotism within the City government. Refer to the personnel guidelines for exact wording.
- b) Within the Fire Department, the nepotism rules will be applied as follows:
 - i) Two related members will not be allowed to work at the same station.
 - ii) Two related Captains will not be allowed to work on the same crew.
 - iii) No member shall supervise, directly or indirectly, a related member.
- c) As long as the requirements in 3-9.02 above are not violated, related members may work on the same shift. Operations Chiefs should make a reasonable effort to accommodate related members when a related member is eligible for overtime on his relative's shift.
- d) Related members will not normally be permanently assigned to the same crew. While legal, it would present scheduling problems if the restrictions had to be dealt with on a regular basis.

12-4 Education and Training Procedures

- a) In order to maintain consistency between City personnel guidelines and Fire Department policies while maintaining an awareness of differences in Fire Department schedules, the following policy will be followed in regard to attending training or college & university classes on duty days.
 - i) Members may employ a substitute (swap time) to attend classes, but not from 7:00 AM to 5:00 PM weekdays.
 - ii) Regular college classes may not be attended on duty regardless of job relationship except for classes that are required by the department.
 - iii) Shorter seminars (one or two day) that are job related will be considered on an individual basis by the Fire Chief.
- b) Exceptions to the above policy may be made if the Fire Chief considers a particular class beneficial to the department as a whole and the exception is reasonable.

12-5 Public Service Leave

- a) A member called to jury duty or subpoenaed to testify as a witness will receive public service leave during the time of the court appearance.
- b) If a member is not selected for a jury, the member will return to work immediately after being dismissed by the judge.
- c) If a member is selected to serve on a jury, the member will return to work after the completion of the trial and dismissal by the judge.
- d) A member called as a witness will return to work as soon as released by the judge.
- e) The above guidelines are general. Obviously, if a member is selected for a jury but does not have to report for an extended period of time, he should work when scheduled in the interim. Common sense must be used in applying these guidelines.
- f) All members shall document court appearance requirements by providing a copy of the juror summons or the subpoena.

12-6 Member Telephone Numbers

- a) All members are required to provide their home telephone number for contact during off duty hours.
- b) Normally, member phone numbers will be posted at all fire stations and in the Operations Chief's office.
- c) If a member requests in writing, his phone number will be omitted from the lists posted at the fire stations. It will still be included on the list posted at the Operations Chief's office.

- d) Member's phone numbers are not to be released to callers. If a request is received for a member phone number, advise the caller that the number cannot be released. Offer to take the caller's name and phone number and relay the information to the member as soon as possible. Always maintain a professional and courteous attitude when dealing with this situation.

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Names	Count	Shifts	O/U 121	2014																														
Raschke, R	1			3-Jan																														
Reh, D	13	133	-12	15-Apr	26-Apr	13-Jun	18-Jun	27-Jun	10-Jul	24-Jul	20-Aug	17-Oct	1-Nov	7-Nov	21-Nov	25-Dec																		
	5	120		25-Jan	29-Mar	22-May	18-Jul	9-Dec																										
	4	120	-1	6-Apr	28-Jul	26-Sep	20-Nov																											
Robertson, S	8			2-Feb	26-Mar	8-May	25-Jul	29-Jul	31-Jul	26-Sep	29-Sep																							
	6	119	-2	1-Feb	20-Mar	21-May	9-May	18-Jul	9-Dec																									
Robison, B	1			16-Mar																														
Rogers, S	3	123	2	25-Jan	24-Jun	18-Oct																												
	3			6-Jan	3-May	29-Jun																												
0	118	-3																																
Shelton, L	2			27-Mar	11-Oct																													
1	120	-1		29-Jun																														
Sikes, A	1			5-Dec																														
1	121	0		7-Jan																														
Smith, K	0																																	
Smith, M	18	139	18	15-Jun	23-Jul	31-Jul	2-Aug	15-Aug	24-Aug	29-Aug	7-Sep	29-Sep	5-Oct	14-Oct	22-Oct	26-Oct	12-Nov	15-Nov	6-Dec	13-Dec	31-Dec													
	2			13-Jan	18-Oct																													
2	121	0		26-Sep	21-Nov																													
Smith, N	3			24-May	1-Jun	6-Sep																												
0	118	-3																																
Stringer, J	23			15-Mar	17-Apr	13-Jun	25-Jun	28-Jun	10-Jul	13-Jul	22-Jul	31-Jul	12-Aug	15-Aug	10-Aug	17-Sep	20-Sep	5-Oct	8-Oct	14-Oct	26-Oct	1-Nov	7-Nov	22-Nov	13-Dec	31-Dec								
0	98	-23																																
Taylor, J	6																																	
4	125	4		10-Jan	3-May	12-Jun	12-Dec																											
Thompson, B	2			8-Jul	5-Dec																													
1	120	-1		17-Oct																														
Weerts, C	4			13-Mar	9-May	3-Oct	30-Oct																											
6	123	2		11-Mar	26-Mar	8-May	27-Jun	19-Oct	31-Oct																									
Whitehurst, B	0																																	
0	121	0																																
Wilkie, C	6			29-Mar	21-Jul	24-Jul	7-Sep	31-Oct	12-Dec																									
0	115	-6																																
Ytzen, D	3			27-Mar	17-Oct	26-Oct																												
2	120	-1		4-Oct	26-Nov																													
Craig, R	0																																	
0	121	0																																
0																																		
0	121	0																																
Rogers, B	2			4-Jan	19-Apr																													
1	120	-1		5-Jun																														
Williams, J	9			6-Jan	13-Mar	27-Apr	20-Jun	2-Jul	5-Jul	29-Jul	1-Aug	4-Aug																						
5	117	-4		3-Mar	8-May	22-Jun	6-Jul	13-Jul																										
Tice, J	0																																	
0	121	0																																
Jones, R	1			23-Sep																														
2	122	1		13-Sep	23-Nov																													
6				18-Jan	27-Jan	9-Feb	14-Feb	1-Mar	10-Mar																									
Spradlin, B	0	115	-6																															
Campbell, A	0																																	
0	121	0																																
Holter, R	22			6-Apr	9-Apr	21-May	24-May	27-May	5-Jun	11-Jun	14-Jun	23-Jun	29-Jun	11-Jul	25-Jul	4-Aug	7-Aug	16-Aug	18-Aug	22-Aug	25-Aug	28-Aug	31-Aug	3-Sep	23-Nov									
3	102	-19		25-Jan	20-Mar	29-Mar																												
McNeely, D	0																																	
1	122	1		8-Jul																														
Henson, W	0																																	
0	121	0																																
Off w/Substitute	280																																	
Worked as Substitute	282																																	

[illegible]

[illegible]

[illegible]

Names	Count	Shifts	O/U B1	2016																									
McKinnon, B	2	78	-3	1-Mar	19-Mar																								
	0																												
	0	81	0																										
Mixon, Jimmy	0																												
	0	81	0																										
Moore, D	3			16-May	2-Jun	21-Jul																							
	20	98	17	25-Jan	31-Jan	3-Feb	12-Feb	7-Mar	27-Apr	29-Apr	6-May	9-May	21-May	30-May	2-Jun	11-Jun	17-Jun	26-Jun	2-Jul	11-Jul	26-Jul	29-Jul	16-Aug						
Newman, D	1			27-Aug																									
	2	82	1	13-May	11-Aug																								
Norwood, M	1			21-May																									
	1	81	0	26-Jan																									
Page, S	0																												
	0	81	0																										
Peeples, L	5			8-Feb	17-Apr	14-May	10-Jun	24-Aug																					
	1	77	-4	27-May																									
Phillips, C	3			7-Jan	7-Mar	6-May																							
	3	81	0	1-Apr	10-Apr	14-Apr																							
Raschke, R	0																												
	4	85	4	7-Jan	26-May	2-Jul	23-Jul																						
Rich, D	0																												
	0	81	0																										
Robertson, S	5			29-Apr	27-May	2-Jul	13-Jul	14-Jul																					
	4	80	-1	29-Apr	3-Jun	18-Jun	24-Jul																						
Robison, B	1			9-May																									
	5	85	4	5-Mar	8-Apr	18-Jun	22-Jun	30-Jul																					
Rogers, S	0																												
	0	81	0																										
Shelton, L	0																												
	0	81	0																										
Sikes, A	0																												
	0	81	0																										
Smith, K	1			15-Feb																									
	16	96	15	12-Apr	15-Apr	26-Apr	12-May	27-May	2-Jun	11-Jun	17-Jun	25-Jun	26-Jun	2-Jul	8-Jul	29-Jul	13-Aug	25-Aug	31-Aug										
Smith, M	0																												
	5	86	5	30-Jan	8-Feb	19-Mar	14-Apr	17-Apr																					
Smith, N	2			26-Jan	6-Jul																								
	1	80	-1	19-Jul																									
Stringer, J	19			25-Jan	12-Feb	12-Apr	15-Apr	27-Apr	12-May	21-May	27-May	11-Jun	14-Jun	23-Jun	26-Jun	2-Jul	26-Jul	29-Jul	13-Aug	25-Aug	28-Aug	31-Aug							
	0	62	-19																										
Taylor, J	9			22-Jan	24-Feb	1-Mar	12-Apr	9-May	24-May	14-Jun	26-Jul	22-Aug																	
	3	75	-6	11-Feb	5-Apr	7-Jul																							
Thompson, B	1			26-Jan																									
	0	80	-1																										
Weerts, C	1			5-Mar																									
	2	82	1	8-Apr	9-May																								
Whitehurst, B	0																												
	0	81	0																										
Wilhite, C	0																												
	0	81	0																										
Ytzen, D	1			11-Jun																									
	0	80	-1																										
Craig, K	0																												
	0	81	0																										
Ragsdale, J	0																												
	0	81	0																										
Rogers, B	0																												
	0	81	0																										
Williams, J	0																												
	0	81	0																										
Tice, J	0																												
	0	81	0																										
Jones, R	0																												
	0	81	0																										
Spradlin, B	0																												
	0	81	0																										
Campbell, A	0																												
	0	81	0																										
Holder, R	0																												
	0	81	0																										
McNeely, D	0																												
	0	81	0																										
Henson, W	0																												
	1	82	1	27-Aug																									
Off w/Substitute	114																												
Worked as Substitute	122																												

§ 553.31**29 CFR Ch. V (7–1–11 Edition)**

in the case of public safety employees as discussed below in section (3)), as well as all the facts and circumstances in a particular case, in determining whether employment in a second capacity is substantially different from the regular employment.

(3) For example, if a public park employee primarily engaged in playground maintenance also from time to time cleans an evening recreation center operated by the same agency, the additional work would be considered hours worked for the same employer and subject to the Act's overtime requirements because it is not in a *different capacity*. This would be the case even though the work was *occasional or sporadic*, and, was not regularly scheduled. Public safety employees taking on any kind of security or safety function within the same local government are never considered to be employed in a *different capacity*.

(4) However, if a bookkeeper for a municipal park agency or a city mail clerk occasionally referees for an adult evening basketball league sponsored by the city, the hours worked as a referee would be considered to be in a different general occupational category than the primary employment and would not be counted as hours worked for overtime purposes on the regular job. A person regularly employed as a bus driver may assist in crowd control, for example, at an event such as a winter festival, and in doing so, would be deemed to be serving in a different capacity.

(5) In addition, any activity traditionally associated with teaching (e.g., coaching, career counseling, etc.) will not be considered as employment in a *different capacity*. However, where personnel other than teachers engage in such teaching-related activities, the work will be viewed as employment in a *different capacity*, provided that these activities are performed on an occasional or sporadic basis and all other requirements for this provision are met. For example, a school secretary could substitute as a coach for a basketball team or a maintenance engineer could provide instruction on auto repair on an occasional or sporadic basis.

§ 553.31 Substitution—section 7(p)(3).

(a) Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

(b) The provisions of section 7(p)(3) apply only if employees' decisions to substitute for one another are made freely and without coercion, direct or implied. An employer may suggest that an employee substitute or "trade time" with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. An employee's decision to substitute will be considered to have been made at his/her sole option when it has been made (i) without fear of reprisal or promise of reward by the employer, and (ii) exclusively for the employee's own convenience.

(c) A public agency which employs individuals who substitute or "trade time" under this subsection is not required to keep a record of the hours of the substitute work.

(d) In order to qualify under section 7(p)(3), an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. This requires that the agency be aware of the arrangement prior to the work being done, i.e., the employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the employer is aware of the substitution and indicates approval in whatever manner is customary.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

November 23, 2004

FLSA2004-23

Dear **Name***,

This is in response to your letter requesting an opinion letter concerning the issue of "donating" and "exchanging" time under section 7(p)(3) of the Fair Labor Standards Act (FLSA) for firefighters employed by the **Name***. We regret the long delay in responding.

A firefighter suffered an injury and was unable to work for an extended period. Her fellow firefighters decided to work her regular shift to ensure that her pay and benefits would continue uninterrupted. The employer, after becoming aware of this practice, disallowed it, and stated that the injured firefighter would be required to repay all the donated time. A discussion between you and a member of my staff on March 9, 2004, revealed that this employee has not worked for about four months, and during that time up to nine of her co-workers voluntarily substituted in her place during her scheduled shifts. On average, each of the firefighters substituted one 24 hour shift on her behalf.

You ask whether a group of firefighters may "donate" time to another firefighter by working in her place during her regular shift schedule in order for her to receive regular pay. The FLSA does not use the terms "donate" or "exchange," but rather uses the term "substitute." Generally, the FLSA and the implementing regulations provide that public agency employees may agree to substitute for each other and that the pay of both the substituting and substituted employee is unaffected. These provisions would permit the scenario described in your letter as long as the "substitution" comports with the statutory and regulatory substitution requirements set out below.

Section 7(p)(3) of the FLSA provides that two individuals employed in the same capacity by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours. 29 U.S.C. §207(p)(3). It further states that the hours worked by the substituting employee shall be excluded by the public agency in the calculation of the hours for which the substituting employee is entitled to overtime compensation under the Act. The implementing regulations provide that when "one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift." 29 CFR §553.31(a).

The regulations limit the application of section 7(p)(3) to situations where the "employees' decisions to substitute for one another are made freely and without coercion, direct or implied. An employer may suggest that an employee substitute or 'trade time' with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. An employee's decision to substitute will be considered to have been made at his/her sole option when it has been made (i) without fear of reprisal or promise of reward by the employer, and (ii) exclusively for the employee's own convenience." 29 CFR §553.31(b).

The implementing regulations also provide guidance on satisfying the statutory requirement for a public agency to approve an agreement between employees to substitute for one another. This approval requirement is satisfied "when the employer is aware of the substitution and indicates approval in whatever manner is customary." 29 CFR §553.31(d).

Finally, there is no provision in section 7(p)(3) or its implementing regulations that could be construed to require one individual to "repay" the other individual who agrees to a work substitution arrangement. Previous opinion letters issued by the Wage and Hour Division, dated January 2, 1987 and December 13, 1993, have stated consistently that there is no FLSA requirement that an employee substitute in turn in order to pay back the other employee. This is a matter left for the parties to resolve.

You also ask whether a firefighter may substitute shifts with more than one firefighter at any one time.



U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
Washington, D.C. 20210

Neither section 7(p)(3) nor its implementing regulations limit the number of substitutions between employees. See January 2, 1987 opinion letter. However, as mentioned above, an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. Additionally, section 7.7 of the collective bargaining agreement between the **Name*** and the **Name*** Professional Fire Fighters Union Local 3174 is consistent with this requirement by noting that employees "may exchange shifts if advance approval is obtained from the Fire Chief, and there shall be no liability for overtime pay as a result of the shift exchange." Thus, while both section 7(p)(3) and the collective bargaining agreement require employer approval to substitute work performed by one employee for another employee, neither prohibits a public agency from limiting the number of times work substitutions can be exchanged.

This opinion is based exclusively on the facts and circumstances described in your request and is given on the basis of your representation, explicit or implied, that you have provided a full and fair description of all the facts and circumstances which would be pertinent to our consideration of the question presented. Existence of any other factual or historical background not contained in your request might require a different conclusion than the one expressed herein. You have represented that this opinion is not sought by a party to pending private litigation concerning the issue addressed herein. You have also represented that this opinion is not sought in connection with an investigation or litigation between a client or firm and the Wage and Hour Division or the Department of Labor.

We trust that the above is responsive to your inquiry.

Sincerely,

Alfred B. Robinson, Jr.
Acting Administrator

*Note: * The actual name(s) was removed to preserve privacy.*

TTFD-Schlotter, Eric

From: Melissa Cranford <cranford@laborcounsel.net>
Sent: Wednesday, July 22, 2015 10:35 AM
To: TEX-Powell, Jim
Subject: SWAP time issue

CONFIDENTIAL COMMUNICATION: PROTECTED BY ATTORNEY-CLIENT PRIVILEGE

Dear Jim:

Per our conversation of yesterday, please be advised that the City has a large area of discretion in regulating the practice of shift swapping in the fire department. Please find some of the options we discussed below, from most restrictive to least:

1. Prohibit employees from engaging in shift swapping. (The only caution I would add, is that it needs to be applied uniformly and in both the police and fire departments.)
2. Prohibit employees from paying workers directly. (This is probably a good limitation for a number of reasons, as the City does have some exposure in allowing an individual to work if it results in either a minimum wage violation or an overtime deficit because of additional time worked for which the employee would not receive a time and a half equivalent. Allowing the extra shifts also drives up the potential cost of overtime if paid in accordance with the FLSA and the City's payroll practices. Further, by allowing an employee to pay a co-worker out of pocket to work instead of a time-for-time swap results likely results in a non-payment of payroll taxes and proportional retirement benefits.)
3. Require a minimum number of hours to be worked by each employee per pay period or per month. (This restriction is also backed up by the guidelines for the Affordable Care Act. Under the ACA, to be considered a full-time employee and eligible for employee sponsored coverage, employees must work 30 hours per week. Employees who are not working 30 hours per week, but are accepting benefits may be engaging in fraudulent conduct under the insurance plan. Employers who knowingly allow the employee's conduct may also encounter liability through the plan documents.)
4. Require a minimum number of shifts to be worked per pay period or per month.
5. Require that shift swap be paid back within a pay period.
6. Require approval from supervisor to engage in shift swapping
7. Prohibit shift swapping between ranks. (i.e., only drivers may work for drivers.)

These are some of the most obvious and common limitations, but a combination of any of these rules may also be instituted. Please let me know what questions you might have in forming a policy.

Kindest regards,

Melissa H. Cranford

Approved;

C. P. Birmingham, Fire Chief

Texarkana, Texas
December 15th, 1954To: C. P. Birmingham
Chief Fire Department
Texarkana, Texas

We; the undersigned members of the Texarkana, Texas Fire Department, desire to make the following agreement. It is agreed and understood by and between each of the undersigned that in the event any of us should become sick or disabled to the extent that we are unable to carry out our duties in the Fire Department., and after all sick leave has been exhausted by the man affected that we agree to "double" for him. Providing however, that the following provisions are complied with.

(1) No member is to be actively engaged in gainfull employment while receiving the benefits of this agreement. If the members of this agreement feel that this provision is being violated or abused they can by a majority vote "expell" the member in question.

(2) No member is required to work (double) during his vacation or specified (regular) day off.. However this provision is optional and should a man elect to work during these periods he can do so. Should a member desire ~~not~~ to work during these periods he is required to make up the time at a later date. Each mans cooperation will contribute to the success of this agreement.

agreement

(3) The members of this ~~max~~ request the Chief and Department Officers to allow the men that are doubling to work at the station where the vacancy exists, as a result of man being off sick or disable. However this request is made with the thought in mind of maintaining the efficiency of the Department at all times.

EACH UNDERSIGNED MEMBER IS ENTITLED TO RECEIVE DOUBLING BENEFITS OF 180 WORKING DAYS (not to exceed 180 work days)

Resigned	<i>Charles W. Ryan</i>	<i>E. D. Dixon</i>	Retired
Deceased	<i>Calvin Hall</i>	<i>B. H. Jamell</i>	Retired
3	<i>Wm. Hutchison</i>	<i>H. D. Schlink</i>	Retired
4	<i>Jack Haines</i>	<i>E. F. Slaton</i>	
5	<i>Raymond Jackson</i>	<i>Joe A. Burnett</i>	Resigned
6	<i>R. T. Ames</i>	<i>G. I. Bennett</i>	
7	<i>Joe Smith</i>	<i>J. H. Hughes</i>	Resigned
Deceased	<i>W. M. Wargis</i>	<i>Joe H. Gill</i>	
9	<i>A. C. Brandon</i>	<i>Joe E. Benjamin</i>	Retired
Retired	<i>B. B. Ball</i>	<i>B. W. Galt</i>	
Retired	<i>I. B. O'Donnell</i>	<i>H. E. McFee</i>	
11	<i>Wm. A. Johnston</i>	<i>B. J. Chisum</i>	Retired
Resigned	<i>Paul M. Piffard</i>	<i>J. H. L. Brown</i>	Resigned
Retired	<i>John</i>	<i>B. J. Fox</i>	
15	<i>H. E. Lendley</i>	<i>Joe E. Pope</i>	Deceased
16	<i>Joe E. Pope</i>	<i>Edward Benzig</i>	
Resigned	<i>W. H. Dyer</i>	<i>Clayton R. Finney</i>	Deceased

Additional signatures to be made on the reverse side.

REGULAR MEETING
DECEMBER 28, 1954
7:00 P.M.

The City Council of the City of Texarkana, Texas, met in Regular Session in the Council Chambers of the Municipal Building, December 28, 1954 at 7:00 P.M. Mayor A. P. Miller, Jr. present and presiding.

CALL TO ORDER

Chief of Police Leon Arnold called the meeting to order.

ROLL CALL

On roll call the following Aldermen were present:

Hon. J. R. Bryant, Alderman Ward 1	Hon. N. S. Petty, Alderman Ward 5
Hon. A. P. LeGrand, Alderman Ward 2	Hon. C. E. Hervey, Alderman Ward 6
Hon. Paul Blankenship, Alderman Ward 3	Hon. Geo. McCoppin, Alderman at large
Hon. J. W. Poore, Jr., Alderman Ward 4	

* * * * *

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LIGHT, WATER AND FIRE

Alderman Petty discussed the matter of off duty firemen which was placed in his Committee at the last meeting.

ACTION TAKEN

Motion was made by Alderman Petty, seconded by Alderman Bryant, that firemen in the Fire Department of the City of Texarkana, Texas, shall be permitted to engage in agreements to double for sick or disabled fellow firemen, not sick, injured or disabled in line of duty, said doubling to be on a volunteer basis, without any compulsion from anyone. The sick, injured or disabled firemen shall be carried on the payroll of the City of Texarkana, Texas, after his sick leave has been exhausted so long as there is some qualified fireman of the Fire Department of the City of Texarkana, Texas, working for him during his tour of duty, and the period of time for such doubling shall not exceed 180 working days. For the purposes of clarity, if a fellow fireman agrees to double for the sick, injured or disabled employee, fails to present himself for work, the sick, injured or disabled firemen shall be considered absent without leave. If a fellow fireman presents himself for work and begins work, the fellow fireman will be considered in line of duty for all purposes, except pay purposes. If the fellow fireman violates any civil service rule while doubling for a sick, injured or disabled fireman, the fellow fireman shall be subject to such disciplinary action as though he were on his regular tour of duty.

On roll call the following Aldermen voted:

Yeas: Bryant, LeGrand, Blankenship, Poore, Petty, Hervey, McCoppin
Yeas: 7
Nays: None

McKINNEY FIRE DEPARTMENT
ADMINISTRATIVE DIRECTIVE

Issued 08/09/2013	Archived:
Effective: 08/09/2013	
Revised: 05/21/15	
Authorized by: D T Kistner	Date: 05/21/15

Trade-Out 1.028

Related Directives/SOG/Memo's	Related Forms

1.028.01 **PURPOSE:**

It is the purpose of this policy to outline and define the Trade-out Policy for the McKinney Fire Department.

1.028.02 **SCOPE:**

It is the policy of the McKinney Fire Department to allow shift personnel to trade with each other on a limited basis while meeting the needs of the Department. It shall be the responsibility of all members and Fire Department employees to be familiar, understand, and implement this directive.

1.028.03 **DEFINITIONS:**

Trade-out – By mutual agreement, one individual of equal classification is voluntarily working for another with the concurrence of their supervisors.

Company Officer – the officer (s) for whom a person works and officially reports.

1.028.04 **POLICY:**

- A. Company officers are responsible for their personnel; they have the authority to approve or deny trade-out requests.
- B. All trade-outs shall be on a time-for-time basis only.
- C. Trade-out shall be allowed on an “as needed” basis, regulated by the company officer. The members involved in the trade-out will be within the same classification and have the necessary knowledge and expertise to perform all the duties of the position. (e.g., Captain for

Captain, Driver for Driver, Firefighter for Firefighter). Duties, functions, and activities of a particular assignment shall not be compromised.

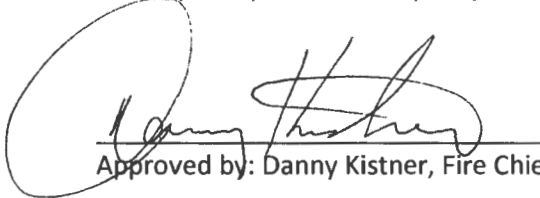
- D. Members are responsible for their particular shift. Members cannot delegate responsibility for their work shift to another. When a substitute does not or cannot report as agreed, the responsibility for securing another substitute remains with the member originally scheduled to work. If a substitute cannot be secured, the regularly scheduled member shall report for work as scheduled. If a substitute calls in sick or must leave due to illness or family emergency, the sick time will be charged to the regularly scheduled member.
- E. Trade-out records will be the responsibility of the members trading time. The company officer will be responsible for recording the trade on the Central Calendar as well as keeping all records in the stations trade-out log. Disputes should be settled at the company officer's level, then up the chain of command as required.
- F. Member will not be eligible for trade-outs while on probation for fire recruit or disciplinary probation.

1.028.04 SUSPENSION:

- A. Trade-out leave shall be considered a privilege, and as such, may be suspended. Any individual placed on trade-out suspension shall not give or receive new trade-outs for the duration of the suspension. Any outstanding time to be received or given by the suspended individual shall only be allowed upon approval of the Battalion Chief.

1.028.05 EXCEPTIONS:

- A. Any exceptions to this policy shall be at the discretion of the Fire Chief or designee.


Approved by: Danny Kistner, Fire Chief

Nacogdoches Fire & Rescue	104.3
Standard Operating Procedure	Leave Time – Exchange of Time
Originally Issued: 00-00-00	Approved By:
Last Revision: 07-13-11	

OBJECTIVE:	The objective of this section is to establish guidelines regarding exchange of time that are in addition to those leave guidelines established in the City of Nacogdoches Personnel Policies guidebook. The following information is specific for Nacogdoches Fire & Rescue operations.
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PHILOSOPHY

Exchange of time between members increases flexibility among firefighters, improves employee morale and has a direct relationship to decreased use of sick and emergency leave.

STANDARD

- I. Exchange of Time
 - A. Members may have another member work for them for a total of 96 hours each month. Exchange of time must meet other conditions of this section.
 - B. Exchanges of time are just that, exchanges of time. Members may work for others who can reasonably be expected to repay them with time (see subsection I(2) below for special circumstances). Members are not authorized to exchange time for remuneration other than like time itself.
 - C. All exchanges must be documented on the Department's Exchange of Time Agreement form and must be approved prior to the occurrence of the exchange.
 - D. A station officer has the authority and responsibility for approving or not approving Exchange of time request for Driver/Engineers and Firefighters.
 - E. With due cause, a BC may disapprove an Exchange of Time that was approved by a Captain.
 - F. A Battalion Fire Chief (BC) has the authority and responsibility for approving or not approving Exchange of time request for Captains.
 - G. With due cause, a BC may disapprove an Exchange of Time that was approved by a Captain.
 - H. Exchanges permitted:
 1. Battalion Fire Chief for Battalion Fire Chief
 2. Captain for Captain or Driver/Engineer
 3. Driver/Engineer for Captain, Driver/Engineer, or Firefighter
 4. Firefighter for Firefighter or Driver/Engineer
 - I. Exchange of Time form: The Exchange of Time form is to be filled out before the exchange of time takes place. This document is to cover any possible questions about why an employee was working other than their normal shift. Both parties must sign the form before the exchange takes place.
 - J. Special Circumstances:
 1. If an employee exhausts all leave time due to a major illness or accident, other members may at their own choice exchange time for that employee without the affected employee having to replace the time. Such situations must be approved by the Fire Chief

2. From time to time other situations occur that make non-traditional exchange of time appropriate (working outside of permitted ranks, extended family illness, etc.). Variances of this policy to accommodate those occasions require approval of the fire chief.
- K. Qualifying Situations:
1. An employee may not work for another employee on Exchange of Time after being absent due to sickness until they have completed their next shift assignment.
 2. If an Exchange of Time request was previously signed before an employee is off sick, it is the responsibility of the member who was to work to get someone else to take their place or notify the member for whom they were to work for that they cannot work. Any disciplinary action, docked pay, or charged leave time will be against the employee who was to work for another employee.
 3. Anyone on Firefighter Probation status is not eligible to work for another employee but they may have someone else work in their place.
 4. An employee on the same shift cannot take Vacation or Comp-time to Exchange Time with someone on their particular shift.
 5. An employee working overtime cannot get someone to work for him/her.
- L. Exceptions: Exceptions to this policy may be made in extenuating circumstances. Members who feel they have a need for an exception shall present their request in writing to their BC. The final decision will come from the Fire Chief.

Legal Basis

Texas Local Government Code

Section 142.001. GENERAL PROVISIONS RELATING TO HOURS OF LABOR AND VACATION OF MEMBERS OF FIRE AND POLICE DEPARTMENTS IN MUNICIPALITIES.

(d) Sections 142.0013, 142.0015, and 142.0017 do not prevent a fire fighter or police officer from working extra hours when exchanging hours of work with another fire fighter or police officer with the consent of the department head.

29 CFR §553.31(a).

Title 29: Labor

Subtitle B: Regulations Relating to Labor (Continued)

CHAPTER V: WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR

SUBCHAPTER A: REGULATIONS

PART 553: APPLICATION OF THE FAIR LABOR STANDARDS ACT TO EMPLOYEES OF STATE AND LOCAL GOVERNMENTS

Subpart A: General

553.31 – Substitution - section 7(p)(3).

(a) Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employer in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for that shift.

(b) The provisions of section 7(p)(3) apply only if employees' decisions to substitute for one another are made freely and without coercion, direct or implied. An employer may suggest that an employee

substitute or trade time with another employee working in the same capacity during regularly scheduled hours, but each employee must be free to refuse to perform such work without sanction and without being required to explain or justify the decision. An employee's decision to substitute will be considered to have been made at his/her sole option when it has been made (i) without fear of reprisal or promise of reward by the employer, and (ii) exclusively for the employee's own convenience.

(c) A public agency which employs individuals who substitute or trade time under this subsection is not required to keep a record of the hours of the substitute work.

(d) In order to qualify under section 7(p)(3), an agreement between individuals employed by a public agency to substitute for one another at their own option must be approved by the agency. This requires that the agency be aware of the arrangement prior to the work being done, i.e., the employer must know what work is being done, by whom it is being done, and where and when it is being done. Approval is manifest when the employer is aware of the substitution and indicates approval in whatever manner is customary.

		
Exchange of Time Agreement		
In accordance with Chapter 142 of the Texas Local Government Code, firefighters are eligible to exchange time for time with other firefighters with approval of the department head. Exchanges must be hour for hour unless otherwise approved by the Fire Chief (ex: extended illness, etc.). Exchanges for any remuneration other than time are not authorized.		
Member Giving Exchange		Person Receiving Exchange
Date of Exchange	Begin Time	End Time
This agreement is for a total exchange of _____ hours.		
CERTIFICATION		
- The member <u>giving the exchange</u> is responsible for reporting to the assigned station on the date and time shown to work. - The member <u>giving the exchange</u> will be charged leave time or docked pay to cover any and all overtime cost as a result of failing to fulfill the terms of this Agreement and may be subject to disciplinary action. - The member <u>giving the exchange</u> certifies that they are capable of performing the duties of the person they are working for. - The member <u>giving the exchange</u> shall not be absent due to emergency or illness on their last shift prior to the exchange. - The member <u>giving the exchange</u> is not on firefighter probationary status. - Members may only receive 96 hours per month in exchanges unless approved by the Fire Chief. - Exchanges must be approved in advance and may be denied for the good of the Department or other valid reason by the shift commander.		
Member Receiving Exchange		Date
Member Giving Exchange		Date
Officer Authorizing Exchange		Date



Standard Operating Procedures/Guidelines

Revision Number

2

Shift Adjustment Policy

Date Issued: 10/19/2012 • Date Revised: 09/09/2016

Purpose: This policy will serve as the guideline for personnel wishing to perform mutually agreed-upon shift adjustment(s). This policy will only address mutual shift adjustment(s) or "time-for-time" agreements. Effective with this policy, shift adjustments based on "time-for-cash" or "time-for-services" agreements **will no longer be an option.**

Scope: The *Shift Adjustment Policy (aka: Traded Hours/Shift Trade/Time Trade)* SOP/SOG applies to all members within the Operational field of the Longview Fire Department.

Definitions: TRO (Traded Hours Off) is the payroll code for the time off an employee is using.

TRW (Traded Hours Worked) is the payroll code for the time worked for another employee.

I. Policy

- A.** An employee will be allowed no more than 10 shifts or 240 hours of TRO (Traded Hours Off) per calendar year. In addition, no employee will be allowed more than 10 shifts or 240 hours of TWO (Traded Hours Worked) per calendar year.
- B.** Employees participating in a mutually agreed-upon shift adjustment must be completely capable of fulfilling the expected job-duties of the individual with whom they are replacing.
- C.** Firehouse will be properly documented to reflect a shift adjustment taking place with the proper payroll codes TRW or TRO as the employee's Activity Code for that particular time/shift as well as the other mutually agreeing party.
- D.** When an employee wishes to arrange a shift adjustment they will notify their immediate supervisor not less than 24-hours prior to the scheduled date that the adjustment is to occur.
- E.** The Station Officer and/or Battalion Chief retain the authority to approve/deny any shift adjustment being requested at their discretion with reasonable justification.
- F.** Once a shift adjustment has been mutually agreed-upon at the individual-level and further approved at the supervisory-level, the responsibility of ensuring that the work expectation is met becomes that of the individual who agreed to cover the position. In the event that circumstances arise (sick, emergency, etc.) that prevent the adjustment from taking place as arranged, the responsibility to have the position covered remains with the individual who was expected to



work and any subsequent replacements must also meet all applicable work expectations.

- G.** The Training Section Chief must authorize (prior to Operational approval) all shift adjustments involving Apprentices and non-checked off Firefighter/Medics.
- H.** Violations of the Shift Adjustment Policy by exceeding the guidelines within the calendar year shall result in disciplinary action (Class II offense) and restriction from participating in future shift adjustments for a period of twelve months.

APPROVED:

J.P. Steelman, Fire Chief

BURLESON FIRE DEPARTMENT



104.06

Exchange of Time

Purpose

The purpose of this policy is to establish the procedures to be followed when exchanging time with another employee.

Policy

The Burleson Fire Department will allow exchanges of time when all stated procedures are followed.

Procedures

The following conditions and guidelines will designate when a trade out will be allowed:

1. A Burleson Cobweb form must be completed online prior to trade date, to be placed on the calendar, and immediate supervisor notified by employee.
2. A new employee will not be eligible for exchange of time until they complete their probation.
3. An employee will be responsible for making up any mandatory training missed, if the trade alters any scheduled training or any planned special events.
4. At all times, persons in each assigned apparatus positions must have completed the appropriate qualifications in the Task Books (SOP 102.02, 102.03, 102.04).



LUFKIN FIRE DEPARTMENT

TRADE OUT POLICY

ADMINISTRATIVE
DIRECTIVE
125

7.11.1

Issued/Revised: 02/15/2012, 02/10/2014 Effective: 02/15/2012, 03/12/2014 Reviewed: 01/14/2014	<u>Related Directives/Memos/SOP</u>	<u>Related Forms</u>
	AD 150 Sick Leave Policy AD 190 General Orders	Trade Out Form at BC Office

125.01 PURPOSE

To provide a standardized policy for managing trade outs within the department. This Directive details the guidelines for the following scenarios:

- A. Battalion Chief's Discretion
- B. Planned Trade Out
- C. Unplanned Trade Out
- D. Sick leave use by scheduled working employee
- E. Unexcused absence

125.02 BATTALION CHIEF'S DISCRETION

It shall be at the Battalion Chief's discretion whether to accept or deny the trading of a shift or any portion of a shift with another member or employee whether it is planned or unplanned. A trade out request form must be filled out and signed by both parties and the Battalion Chief prior to allowing a planned trade out. Failure to adhere to the following procedures may result in loss of trade out privileges and/or possible disciplinary action depending on circumstances, frequency, and/or severity.

It is the responsibility of the replacement to disclose to the affected Battalion Chief any lack of qualifications and/or capabilities with regard to their ability to perform all of the duties of the requesting employee. Disclosure is to take place prior to approval or disapproval of the trade-out.

125.03 PLANNED TRADE OUT:

A planned trade out is defined as one in which all paperwork has been completed and signed by the shift before the trade-out is to take place.

The required paperwork is the form on the clipboard at the office of the Battalion Chief. It must be completed and all required signatures obtained, as well as approved by the Battalion Chief. The trade-out should be placed on the department electronic calendar by the Battalion Chief or their designee, so that it will be noted when morning assignments are being completed.

Persons trading out must be of the **SAME** EMS certification level for the Lt. and FF positions. All persons trading out must be within one rank of each other. It should also be understood that if the person working is not trained to fill in a specialized position of the requesting employee, then the trade out will be refused on that basis.

This is the **PREFERRED** method of trading shifts.

125.04 UNPLANNED TRADE OUT:

The department recognizes that occasionally unforeseen personal events arise and employees need to be off within reasonable parameters and frequencies. When the concerned parties are unable to complete the required paperwork prior to the date the trade out is to occur the

Attachment: 2017-063 ATTH 11 City of Lufkin FD Policy (1659 : 2017-063 RES Revising the swap time policy in the fire department)

following procedure **MUST** be followed **WITHOUT** deviation.

- A. The person requesting the trade will contact their Battalion Chief (or designee) prior to the designated shift and request the trade. If the trade is approved, then the working employee will contact the affected Battalion Chief and verify that they will report for duty in place of the requesting employee.
- B. If the requestor is unable to contact their Battalion Chief they are to contact the on duty Battalion Chief and submit their request under the same procedure and in accordance with all other policies and procedures of the department.
- C. As soon as possible, on the shift in question, the working employee will complete all required paperwork.
- D. Failure to follow these procedures may result in the loss of trade out privileges which may be invoked by a Battalion Chief or the Fire Chief.

125.05 SICK LEAVE USE BY REPLACEMENT EMPLOYEE:

If an employee has been approved to work for another employee and then finds that they are sick and unable to work the shift then they are directed to call and attempt to find a replacement. If they are unable to find a replacement then they are directed to conform to the normal **sick leave procedure (AD 150)**. The person who was scheduled to work will be debited vacation, not the person who agreed to work the shift. The trade-out will need to be resolved between the affected employees.

125.06 UNEXCUSED ABSENCE: If the preceding policy is not followed, the employee will be considered to be AWOL, and appropriate departmental disciplinary policies will be adhered to. (See General Orders 190.29)



Ted Lovett, Fire Chief

STANDARD OPERATIONAL GUIDELINES	SECTION 6	SUBSECTION B
EMPLOYEE SUBSTITUTIONS		AUGUST 2013

Par. 01 **Purpose**

A. To establish appropriate policy, to be used by Paris Fire Department personnel, for regulating shift trades.

Par. 02 **Substitution Matrix**

A. The following applies:

1. A Deputy Chief may substitute for another Deputy Chief or for a “qualified” Captain.
 - a. *Qualified* – refers to the capabilities/experience of an employee who has previous experience stepping-up to the higher rank and can competently complete those duties at the higher ranking level (e.g., a Captain which has previously stepped up to the Deputy Chief position and has had Incident Command experience would be “qualified” to repay a Deputy Chief for a time trade).
2. A Captain may substitute for another Captain, a Driver Engineer, or for a Deputy Chief (if qualified).
3. A Driver Engineer may substitute for another Driver Engineer, a Firefighter, or a Captain (if qualified and then only at the discretion of that shift’s Deputy Chief), but **NOT** for a Deputy Chief.
4. A Firefighter may substitute for another Firefighter, or a Driver Engineer,
5. A Probationary Firefighter (PF) may substitute for another PF or a Firefighter, but only as allowed by the shift’s Deputy Chief of whom the substitution will be on.

Par. 03 **Prerequisites**

A. Substitutions are a privilege and are not to be abused and of equal rank wherever possible.

1. Substitutions are an equal time-for-time trade.
2. Substitutions do not qualify for step-up or any salary compensation.
 - a. An employee substituting for another employee at a higher ranking level does so without remuneration.
3. An employee may NOT pay cash or offer other considerations for future substitutions.
 - a. Monetary reimbursement for time already owed, however, may be permitted, but only with special permission of the Fire Chief.
 4. Each and every substitution must be verified by both shift’s Deputy Chief’s prior to a trade.
 - a. Deputy Chief’s must ensure that apparatus staffing and/or special skill needs are not jeopardized.
 - b. Once a trade has been verified with the DC’s involved, the substitute employee then becomes responsible for the duty.
 - aa. If the substitute employee fails to report for the substitute shift, that person (the substitute employee) will be considered AWOL and subject to loss in pay
 - bb. If, however, the proposed trade has not been verified with the Deputy Chief’s, then the person originally scheduled to work the shift will be responsible for the duty and, if the duty is not met, will be considered AWOL and subject to loss in pay.
5. A person substituting for an employee whose duties include driving/operating apparatus must have the Driver/Operator Certification.

STANDARD OPERATIONAL GUIDELINES	SECTION 6	SUBSECTION B
EMPLOYEE SUBSTITUTIONS		AUGUST 2013

6. An employee of rank, who is working as a substitute, will be used in a position of rank instead of utilizing “step-up” for another employee to fill the position.
 - a. An exception may be for training purposes as authorized by the Fire Chief.

CITY OF SHERMAN FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES
 103 Exchange Time

Issued: 10/2001
 Revised 01/2013
 Page 1 of 4

OBJECTIVE: To establish guidelines for the substitution of time for members of the Sherman Fire Department

103.01 EXCHANGE TIME

- 103.01.01 Exchange time is voluntary and is a agreement between two members of the department. Members are responsible for tracking exchange time and "pay back" of time.
- 103.01.02 Exchange time shall not result in overtime, out of classification pay, mileage pay or other costs to the City of Sherman
- 103.01.03 The Station Officer being affected by the trade may approve substitution for all exchanges within the same rank and classification. Exchanges out of rank or classification must be approved by the Shift Commander. Once the Station Officer approves an exchange time he must notify the Shift Commander as soon as possible of the trade.
- 103.01.04 The request for substitution must be submitted no later than one (1) hour prior to the trade beginning. Request for exchange time must be completed on the Department Exchange time form. **Request via e-mail and verbal request** will not be accepted. In case of an emergency situation the affected Station Officer shall complete an exchange time form by proxy and note on the form that the form was approved without signature. (01/2013).
- 103.01.05 Members may exchange time with members who do not hold the same qualifications only if the Company efficiency will not be unduly affected by the trade time. Minimum Company efficiency will be defined as three EMT-P personnel at sub stations and a minimum of one EMT-P at Central Station.
- 103.01.06 Members may stay over or relieve early another member up to a maximum of 1.0 hours without having to complete an exchange time form. Approval must be granted from the Station Officer, who must then inform the Shift Commander. (01/2013)

Approved and in effect. J J Jones, Fire Chief

CITY OF SHERMAN FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES
 103 Exchange Time

Issued: 10/2001
 Revised 01/2013
 Page 2 of 4

- 103.01.06.01 If, during the one (1) hour early relief or late relief, the member is required to respond to an incident, the member shall complete a request for overtime. (01/2013).
- 103.01.07 Sick leave by either member involved in the exchange time, prior or immediately after a trade time will result of forfeiture of trade time privileges for a period of three (3) months on the first occurrence. A second occurrence will result in forfeiture of trade time privileges for a period of six (6) months. This may be appealed to the Fire Chief.
- 103.01.08 It is understood that members trading time are expected to maintain any continuing education requirements missed at their own expense.
- 103.01.09 Battalion Chiefs desiring to exchanging time must obtain approval from the Fire Chief.
- 103.01.10 Exchange time must be completed (paid back) within the same calendar year (01/2013). Each member shall work the required number of shifts each calendar year, including approved leaves.(01/2013).
- 103.01.11 Under no circumstance shall a "Cash Sub" be allowed. Trade time is for time only and no other form of compensation shall be permitted. (01/2013).

103.02 RESPONSIBILITY

- 103.02.01 When the exchange time has been approved by both members and approved by the supervisor, the employee who has agreed to work shall be responsible for the duty shift. When the employee who has agreed to work is unable to report as agreed, the responsibility for securing another substitute and getting the approval of the Shift Commander, remains his/her responsibility. (09/08).

Approved and in effect. J J Jones, Fire Chief

CITY OF SHERMAN FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES
 103 Exchange Time

Issued: 10/2001
 Revised 01/2013
 Page 3 of 4

- 103.02.02 If the member who has agreed to work utilizes sick leave to cover the exchange time he will be required to verify the illness according to departmental policy. The member will be charged Sick Leave for the agreed hours and will be placed on trade time restriction for a period of three (3) months on the first occurrence. This may be appealed to the Fire Chief. (09/08).
- 103.02.03 A second occurrence will result in a forfeiture of exchange time privileges for a period of six (6) months. This may be appealed to the Fire Chief.
- 103.02.04 If the member who has agreed to work does not report for duty, that member will be considered to be in violation of Departmental Standard Operating Procedures and may be subject to disciplinary action. (09/08)
- 103.02.05 If the exchange time was not approved or submitted on the Department Trade Time Form, the responsibility for the duty hours remains with the person normally assigned to that shift. (09/08)
- 103.02.05 Members who are working exchange time, for any period of time, are considered "On Duty" and are subject to all department rules and regulations as well as City of Sherman Personnel Policies and Procedures. (10/08)
- 103.02.06 Members who are working exchange time are considered "On Duty" for purposes of protection under Worker Compensation and other like benefits. (10/08).

Approved and in effect. J J Jones, Fire Chief

CITY OF SHERMAN FIRE DEPARTMENT
STANDARD OPERATING PROCEDURES
 103 Exchange Time

Issued: 10/2001
 Revised 01/2013
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Sherman Fire Department
 Exchange Time Form

Name of member regularly scheduled for duty: _____

Name of member who will be working: _____

Date exchange will occur: _____

Hours exchange will occur: _____

Name of affected supervisor: _____

The undersigned members have agreed to trade time. Both members understand that a trade of time should be paid back. Both members participating in the exchange of time understand this is voluntary and in accordance with department policy.

 Supervisor Signature

 Member Signature
 (Regularly scheduled for duty)

 Member Signature
 (Member who will be working)

 (Date form submitted to supervisor)

Approved and in effect. J J Jones, Fire Chief

Tyler

RULES & REGULATIONS

SECTION 33: TRADING OF TIME

Personnel are allowed to trade time rank for rank with their supervisor's permission. District Chiefs may approve other than rank for rank trading of time in cases of emergencies or unusual circumstances. Members are not allowed to pay someone to work for them.

TTFD-Schlotter, Eric

From: Jennifer Otey <jotey@ci.duncanville.tx.us>
Sent: Thursday, July 30, 2015 8:48 AM
To: TEX-Powell, Jim
Subject: RE: Civil Service Fire Department - Swap Time

Trading Work Time

7.9 A trade or trading time is defined as any exchange of time within one shift between two members of the department. Employees involved in the trade scenario are making an agreement between themselves and not the city or department.

7.9.1 Trades can be taken for the enhancement of education, community service, and personal matters. The number of trades per individual or per shift will be at the discretion of the Station Officers. However, no shift trades shall be allowed if it will cause the employee to work more than (48) forty-eight consecutive hours without time off.

7.9.2 The Fire Department is not responsible for any controversy or discrepancies over trade time, owed, to be paid back, or when trade time is to be paid back.

7.9.3 All trades will be documented on a Trade Form and approved by the Station Officer of the on-duty shift prior to the trade become a bona-fide trade. Trade forms are located at each fire station.

7.9.4 Trades shall be between individuals of equal rank and capabilities.

7.9.5 Any employee who assumes a tour of duty for another also undertakes all responsibilities for that tour of duty.

7.9.6 Failure to report for a trade shall be considered absence without leave and will result in disciplinary action.

7.9.7 Trade time does not impact the FLSA twenty-eight day cycle.

7.9.8 Trade time can only be used when the person requesting the trade is scheduled to be on duty for his/her assigned shift. Trade time cannot be used for days when 114 the individual is not scheduled to be on duty, i.e. you cannot use a trade day if you are scheduled to be on vacation, ESL, holiday, and you cannot use a trade day if you are off on sick leave or workers compensation leave.

Jennifer Otey
HR Manager

From: TEX-Powell, Jim [mailto:Jim.Powell@txkusa.org]

Sent: Wednesday, July 29, 2015 4:46 PM

To: scollard@paristexas.gov; rivy@cityoflufkin.com; Denise Myers; pearls@ci.nacogdoches.tx.us; lstdham@nbtexas.org; rray@tylertexas.com; jrogers@tylertexas.com; jpittman@tylertexas.com; cjohnston@marshalltexas.net; wgraves@marshalltexas.net; craigl@ci.sherman.tx.us; jvaughn@coppelltx.gov; lnorris@gptx.org; kshields@ci.desoto.tx.us; Janet.goad@midlothian.tx.us; dlee@lancaster-tx.com; Jennifer Otey

Subject: Civil Service Fire Department - Swap Time

Our Fire Department is Civil Service and participates in "swap time," the trading of work shifts among firefighters. I am wanting to know if any of you have a policy regarding swap time. If so, please share. Thanks. jim

Jim Powell, CPM

19.7 – SUB CALLS

- A. Trading or exchanging of on-duty work time between members shall be known as a “sub call”. Sub calls shall be by mutual agreement between the members concerned. Each member will be individually responsible for sub time they owe and sub time owed to them. A sub call is the exchange of on-duty time; cash transactions related to sub calls are prohibited. A member who is away from duty on a properly approved sub call where the sub actually works the member’s scheduled duty period shall be considered as present for duty for pay purposes. Members scheduled for duty are the members paid for such duty.
1. A member may be off with a sub only during the member’s regularly scheduled duty period.
 2. A member who subs for another cannot qualify for overtime pay during the period of the sub call.
- B. Sub calls shall be applicable only to members assigned to 24-hour shift duty, Fire Prevention Specialist assigned to the Fire Prevention Division, and members below the classification of Battalion Chief assigned to the Communications Section.
- C. Sub calls are a privilege and are **not** an earned right; abuse of sub calls is cause for this privilege to be revoked. A prime factor to be considered prior to approving a sub call request is operational effectiveness.
- D. Members are allowed to trade time, rank for rank, with their supervisor’s permission. Battalion Chiefs must approve out of rank subs between Firefighters and Drivers and between Lieutenants and Captains. Sub calls for Fire Prevention Specialists must be approved by the Fire Marshal. Assistant Chiefs must approve subs between Captains and Battalion Chiefs.
- E. Sub calls are ineligible for sick leave. If a member becomes ill and unable to work prior to or while serving as a sub, it shall be his/her responsibility to obtain another sub or notify the individual for who he/she was subbing. If another sub cannot be arranged or if the individual who arranged the sub cannot come in and finish the shift, the member who arranged the sub will be charged vacation leave for the remainder of the shift. When vacation time is utilized in these situations, a memo initiated by the member’s immediate supervisor shall be forwarded through the chain-of-command to the Chief of Department for notification purposes.

- F. Members who are injured in the line of duty are eligible for injury leave and Worker's Compensation benefits. This also applies to members injured in the line of duty while subbing. However, if the injured member is unable to work the remainder of the shift due to an injury while serving as a sub, it shall be his/her responsibility to obtain another sub or notify the individual for whom he/she was subbing. If another sub cannot be arranged or if the individual who arranged the sub cannot come in and finish the shift, the member who arranged the sub will be charged vacation leave for the remainder of the shift. When vacation time is utilized in these situations, a memo initiated by the member's immediate supervisor shall be forwarded through the chain-of-command to the Chief of Department for notification purposes.
- G. Sub calls requiring a member to work more than forty-eight (48) continuous hours on an MICU are not allowed. Sub calls for more than two (2) of the member's consecutive shifts must be approved by the Battalion Chief. Such requests must be justified and submitted to the Battalion Chief. The Battalion Chief will determine any impact the request would have on operational effectiveness and forward the request to the Assistant Chief, Operations for notification purposes only.

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:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 6/5/2017 1:56 PM

Lead Department: City Manager **Action Officer:** John Whitson, City Manager

Subject: Resolution No. 2017-064 adopting the FY18 Master Fee List.

Briefing: 6/12/2017 **Public Hearing:** 6/12/2017 **Second Briefing:** June 26, 2017 **Council Vote:** 7/10/2017

Item Schedule

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

Updates/History of Briefing:

Since the first briefing on 22 MAY 17 the staff has updated the remainder of the list with the proposed Waste Management fees displayed in Rows 277-346. Staff has also added a new annual fee for the placement and maintenance of "Network Nodes" installed in public Rights-of-Way at Row 273A. This new fee is set at the maximum permitted by statute (provided the Governor does not veto SB1004).

As requested by the city council during the 22 MAY 17 briefing, the staff has notified the building/construction community of the proposed increases for some permits issued by the Inspections Department.

Executive Summary and Background Information:

Annually, the city staff reviews the Master Fee List and makes recommendations for changes to existing fees and/or recommends the establishment of new fees.

The proposed FY18 Master Fee list includes a number of new fees:

Items 5A and 5B: Daily Special Event Permit (Expedited Processing) \$150 and Daily Special Event Permit (Express Processing) \$300: Staff continues to work with entities desiring to use public facilities to conduct privately sponsored events. Some events are open to the public while some are more private but may impact public facilities. The application is staffed across all departments of the city and some departments are further tasked by the event to provide resources, which must be coordinated. The normal processing is expected to require up to 20 days to finally issue the permit. Over the past few years some event planners have delayed submitting the application to a point that the staff must process the application at the disruption of other critical or time sensitive workload. Some events that require a permit are just short notice (such as out of city organizers who have planned activities with little lead time). Staff accommodates these requests but must greatly disrupt all other planned work to complete the review and coordinate resources to the event. Staff is recommending that these two fees be added to help offset the cost of processing when staff resources must be redirected to accommodate the review and the request for public resources. Additionally, the \$150 Expedited Processing should serve as an incentive for the local organizers to submit their requests more timely to avoid having to pay for the expedited review.

City of Texarkana, Texas

Item 57A: Dog & Cat Registration 3-Year (Altered) \$20: This is a new category of pet registration permitting a three-year registration, provided however, the pet is altered. This option is intended to provide an additional benefit for pet owners who choose to neuter their pets. Staff is also recommending increasing the existing (item 55) Dog & Cat Registration (Unaltered) from \$30 to \$40 annually.

Item 58A: Dangerous Dog Registration \$50: In accordance with City Code 8-18 (c) (1) b a registration fee is to be established by the city council.

Item 59A: Rabies Quarantine \$150: In accordance with City Code 8-11 anticipates extraordinary city costs when administering animal control jurisdiction over an animal suspected of being infected with or potentially infected with rabies thus requiring a quarantine period.

Item 59B: Owner Surrenders \$150: The Animal Adoption Center and Shelter has started charging for this service which needs to be recovered from the pet owner who is surrendering their pet.

Items 130 Portable Building Permit \$50; 130B Residential Repair Permit \$30; 130C Residential Remodel 25¢/SF; and 132B Non Residential Re-Roofing or Repair Permit \$150: Are currently required permits issued without payment of a fee. These are specialized services not generally required by the general public on a routine basis thus appropriately should be fee based services.

Item 134A: Application Plan Review Fee – Non-Residential (project cost of \$1 million or more) \$500: This permit has typically been issued upon payment of a \$300 fee regardless of the size of the project. This new fee is being established at the \$500 fee level and will only apply to larger projects, the \$300 fee will continue for the smaller projects valued at less than \$1 million.

Item 145 A: Initial Certificate of Occupancy \$50: A previously occupied space being occupied by a new tenant or owner requires an inspection to determine if the space continues to meet the minimum requirements of the intended use.

Item 155A: Courtesy/Follow Up Inspection \$25: The building permit includes two paid-in-full inspections. Additional inspections beyond the initial two inspection will charged a fee of \$25 per inspection.

Items 394A: Liquid Waste Transport Permit Late Fee \$25; and 397A: Liquid Waste Transporter Manifest Late Fee \$25: These are customer services that are provided by TWU but without a fee up to this date.

A number of fees are being adjusted as noted in the FY18 Column with “yellow” highlights.

Solid waste collection fees are a work-in-progress and should be available prior to the adoption of the Master Fee List.

Note also that new fees being charged at the Animal Adoption Center and Shelter have been administratively adjusted for the remainder of FY17 pending the city council adoption of the FY18 Master Fee List.

Potential Options:

- Adopt the Master Fee List as Recommended

City of Texarkana, Texas

- Revise and Adopt the Master Fee List

Fiscal Implications:

Work-in-Progress

Staff Recommendation:

Adopt the Master Fee List as Recommended

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2017-064 RES Adopting FY18 Master Fee List (DOCX)
- b. 2017-064 ATTH 01 FY18 Master Fee List 20170517 (PDF)
- c. 2017-064 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed
	05/18/2017 5:49 PM		
Planning and Community Development	David Orr	Review	Completed
	05/18/2017 5:52 PM		
Fire Department	Eric Schlotter	Review	Completed 05/18/2017
	5:56 PM		
Parks, Recreation & Health	Robby Robertson	Review	Completed
	05/18/2017 7:06 PM		
Water Utilities	JD Phillips	Review	Completed 05/19/2017
	7:28 AM		
Police	Dan Shiner	Review	Completed 05/19/2017
	7:32 AM		
Human Resources	Jim Powell	Review	Completed 05/19/2017
	7:39 AM		
Public Works Department	Dusty Henslee	Review	Completed
	05/19/2017 7:53 AM		
Parks, Recreation & Health	Jennifer Evans	Review	Skipped
	05/19/2017 8:17 AM		
Building Code Administration	Mashell Daniel	Review	Completed
	05/19/2017 9:17 AM		
Deputy City Manager - Shirley Jaster	Jennifer Evans	Deputy City Manager	
Review	Skipped	05/19/2017 8:17 AM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/19/2017 10:54 AM	

City of Texarkana, Texas

Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/19/2017 12:06 PM		
City Manager	Jennifer Evans	City Manager Review	Completed
12:10 PM			05/19/2017
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			05/22/2017

Meeting History

05/22/17 City Council MOVED FORWARD Next: 06/12/17
 City Manager Whitson briefed this item.

RESOLUTION NO. 2017 - 064**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE FY18 MASTER FEE LIST; 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 services 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 basic 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 not 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 Fee List and has determined that the services listed are used by segments of the city and should appropriately be paid for by the charging and collecting 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 adoption of this resolution.

PASSED AND APPROVED in Regular Council Session on this the **10th** day of **July, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-064 RES Adopting FY18 Master Fee List (1660 : 2017-064 RES FY18 Master Fee List)

**FY18 Master Fee List
(adopted 10 JUL 17)**

*** Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)
Building Permit Fees to be Based on the FY Schedule of Fees in which the construction work is scheduled to begin.**

Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
1	Extraordinary Event Cost Recovery Fee	\$0.00						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 and Offices		
2	Returned Checks	\$25.00	\$30.00	\$30.00	\$30.00	\$30.00	Each check	NSF –Non-Sufficient Funds	All Departments and Offices		
3	Coin Operated Machine Permit	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	Per Coin Operated Machine	Maximum \$250.00	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
4	Annual Special Event Permit	\$0.00	\$100.00	\$110.00	\$100.00	\$100.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
5	Daily Special Event Permit (20 days processing)	\$0.00	\$0.00	\$30.00	\$30.00	\$40.00	Each	No processing will occur without payment	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
5A	Daily Special Event Permit (Expedited Processing)					\$150.00	Each	Five days processing after acceptance of a <u>completed</u> application: no processing will occur without payment	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
5B	Daily Special Event Permit (Express Processing)					\$300.00	Each	Next day permit based on receipt of a <u>completed</u> application with proper insurance certificate included, received no later than 4:00 p.m. on a regular work day: no processing will occur without payment	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
6	Transient Dealer Precious Metal Permit	\$250.00	\$250.00	\$250.00	\$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)	\$0.00	\$60.00	\$60.00	\$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)	\$0.00	\$60.00	\$60.00	\$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)	\$0.00	\$75.00	\$75.00	\$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)	\$0.00	\$175.00	\$175.00	\$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)	\$0.00	\$250.00	\$250.00	\$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	\$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)	\$0.00	\$500.00	\$500.00	\$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)	\$0.00	\$75.00	\$75.00	\$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)	\$0.00	\$300.00	\$300.00	\$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)	\$0.00	\$20.00	\$20.00	\$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)	\$0.00	\$20.00	\$20.00	\$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)	\$0.00	\$750.00	\$750.00	\$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)	\$0.00	\$1,500.00	\$1,500.00	\$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: Winery (G)			\$75.00	\$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
21	Alcoholic Beverage Permit: Local Distributor (to sell to private clubs) (LP)	\$0.00	\$100.00	\$100.00	\$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
22	Alcoholic Beverage Permit: Branch Distributor (BC)	\$0.00	\$75.00	\$75.00	\$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

**FY18 Master Fee List
(adopted 10 JUL 17)**

* Indicates that Authorizing Ordinances have not been enacted - Therefore, these fees will not be assessed prior to adoption of the appropriate ordinance(s)
Building Permit Fees to be Based on the FY Schedule of Fees in which the construction work is scheduled to begin.

Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
23	Alcoholic Beverage Permit: Wholesaler (W)	\$0.00	\$1,875.00	\$1,875.00	\$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
24	Alcoholic Beverage Permit: General Distributors (BB)	\$0.00	\$300.00	\$300.00	\$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
25	Alcoholic Beverage Permit: Food and Beverage Certificate (FB)	\$0.00	\$100.00	\$100.00	\$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
26	Alcoholic Beverage Permit: Caterer's Permit (CB)		\$500.00	\$500.00	\$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
27	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - Original	\$0.00	\$3,000.00	\$3,000.00	\$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
28	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 1st Renewal	\$0.00	\$2,250.00	\$2,250.00	\$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
29	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 2nd Renewal	\$0.00	\$1,500.00	\$1,500.00	\$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
30	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 3rd and all Subsequent Renewals	\$0.00	\$750.00	\$750.00	\$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
31	Alcoholic Beverage Permit: Public Storage (K)	\$0.00	\$100.00	\$100.00	\$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
32	Alcoholic Beverage Permit: Beverage Cartage (PE)	\$0.00	\$20.00	\$20.00	\$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
33	Alcoholic Beverage Permit: Private Carrier (O)	\$0.00	\$30.00	\$30.00	\$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
34	Alcoholic Beverage Permit: Package Store Tasting (PS)	\$0.00	\$25.00	\$25.00	\$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
35	Alcoholic Beverage Permit: Mixed Beverage Restaurant (RM)	\$0.00	\$750.00	\$750.00	\$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
36	Alcoholic Beverage Permit: Mixed Beverage Late Hours (LB)	\$0.00	\$150.00	\$150.00	\$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
37	Motor Vehicle Junk Yard or Business Permit		\$50.00	\$50.00	\$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
38	Open Records Information: Copies (letter & legal)	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
39	Open Records Information: Copies over 50 pages	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	Per Page	Plus Labor charge prorated and overhead charge	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
40	Open Records Information: Copies (Oversize 11" x 17")	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
41	Open Records Information: Computer	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
42	Open Records Information: Diskette	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
43	Open Records Information: VHS video	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
44	Open Records Information: Audio Cassette	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
45	Open Records Information: CD	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per clock hour		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
46	Open Records Information: Maps/D Size	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
47	Open Records Information: Maps/D Size	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
48	Open Records Information: Maps/E Size	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
49	Open Records Information: Maps/E Size	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
50	Open Records Information: Other							Note: Any other charges for public information not listed will be as defined in Title 1, Part 3, Chapter 70 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

**FY18 Master Fee List
(adopted 10 JUL 17)**

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Building Permit Fees to be Based on the FY Schedule of Fees in which the construction work is scheduled to begin.**

Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
51	Airport Operations, Maintenance and Improvement Fee - Residential 1 *		\$0.00	\$0.00	\$0.00	\$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
52	Airport Operations, Maintenance and Improvement Fee - Residential 2 *		\$0.00	\$0.00	\$0.00	\$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
53	Airport Operations, Maintenance and Improvement Fee - Commercial 1 *		\$0.00	\$0.00	\$0.00	\$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
54	Airport Operations, Maintenance and Improvement Fee - Commercial 2 *		\$0.00	\$0.00	\$0.00	\$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
55	Dog & Cat Registration (Unaltered) *	\$0.00	\$30.00	\$30.00	\$30.00	\$40.00	Per Pet	Per Year	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
56	Dog & Cat Registration (Altered) *	\$0.00	\$10.00	\$10.00	\$10.00	\$10.00	Per Pet	Per Year	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
57	Dog & Cat Late Registration or Fail to Register *	\$0.00	\$15.00	\$15.00	\$15.00	\$15.00	Per Pet	Per Year	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3971
57A	Dog & Cat Registration 3-Year (Altered)	\$0.00	\$0.00	\$0.00	\$0.00	\$20.00	Per Pet	Every 3 years	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
58	Dog & Cat Registration - Replacement Tag *	\$0.00	\$5.00	\$5.00	\$5.00	\$5.00	Per Pet		Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
58A	Dangerous Dog Registration					\$50.00	Per Pet Per Year		Animal Services	City Hall – Municipal Building - 220 Texas Boulevard	903-798-3912
59	Reclaim Impounded Animal	\$0.00	\$90.00	\$90.00	\$90.00	\$150.00	Per Pet	Does not Include Arkansas Animal Shelter Fees	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
59A	Rabies Quarantine	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	Per Pet	To Be Done at Vet's Office Or Approved Place	Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
59B	Owner Surrenders	\$0.00	\$0.00	\$0.00	\$0.00	\$150.00	Per Pet		Animal Services	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
60	Birth Certificates	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
61	Death Certificates	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
62	Death Certificates (additional copies)	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
63	Abstract Poly Envelope	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
64	Long Poly Envelope	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
65	Mail Request: Shipping & Handling Fee	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
66	Credit/debit card payment	\$2.50	\$2.50	\$2.50	\$2.50	\$2.50	Each Transaction	In Addition to certificate fees	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
67	Garage Sale Permit	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	Each	3-day/max 2 per year	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
68	Estate Sale Permit	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Each	3-days/Max 2 per year	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
69	Itinerate Vendor Permit	\$20.00/\$5.00	\$100.00	\$100.00	\$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
70	Incident Report Copies	\$2.00	\$5.00	\$5.00	\$5.00	\$5.00	Per Report	Fire Department calls only	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
71	Fire Inspection Service: Nursing Home	\$0.00	\$150.00	\$150.00	\$150.00	\$150.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
72	Fire Inspection Service: Day Care	\$0.00	\$75.00	\$75.00	\$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: Group Home	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
74	Fire Inspection Service: Hospital	\$0.00	\$350.00	\$350.00	\$350.00	\$350.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
75	Fire Inspection Service: Hotel/Motel - Base		\$0.00	\$25.00	\$25.00	\$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
76	Fire Inspection Service: Hotel/Motel - Per Room		\$0.00	\$5.00	\$5.00	\$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
77	Fire Inspection Service: First Re-Inspection	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
78	Fire Inspection Service: 2nd and subsequent re-inspections.	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
79	Fire Inspection Service: After Hours Inspection (Minimum 2 hr.)	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Per hour		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
80	Water Fill / Truck Only	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Per Order		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
81	Fire Inspection Service: Home Safety Inspection	\$0.00	No Charge	No Charge	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
82	Fire Inspection Service: Foster Home Inspection	\$0.00	No Charge	No Charge	No Charge	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
83	Permit: Fire Alarm Commercial	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
84	False Alarm Fee - Commercial: 4-6 Alarms	\$0.00	\$50.00	\$50.00	\$50.00	\$50.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
85	False Alarm Fee - Commercial: 7 and more	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Each Alarm	Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
86	False Alarm Fee - Residential: 4-6 Alarms	\$0.00	\$35.00	\$35.00	\$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	\$0.00	\$45.00	\$45.00	\$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	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
89	Permit: Sprinkler/Standpipe	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
90	Permit: Installation/Removal of UST's	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
91	Permit: Open Burning (not recreational)	\$0.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
92	Permit: Recreational Burning	\$0.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
93	Permit: Fireworks	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
94	Response: Hazardous Materials	100%	110%	110%	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	100%	110%	110%	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	\$100.00	\$100.00	\$100.00	Annual Fee		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
97	Inspection Service: Pool Late Fee (each body of water)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
98	Inspection Service: Pool 1st Re-inspection (each body of water)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
99	Inspection Service: Pool Subsequent Re-inspections (each body of water/each additional inspection - incremental increase in fee)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each	Increasing in \$100.00 increments for each additional re-inspection	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
100	Inspection Service: Pool Complaint (each body of water)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
101	Inspection Service: Pool Reinstatement (each body of water)	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
102	Health Service Inspection: Food Service w/1-5 employees	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	Annual Fee		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
103	Health Service Inspection: Food Service w/6-10 employees	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	Annual Fee		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
104	Health Service Inspection: Food Service w/11 or more employees	\$325.00	\$325.00	\$325.00	\$325.00	\$325.00	Annual Fee		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
105	Health Service Inspection: Food Service each Public & Private School	\$275.00	\$275.00	\$275.00	\$275.00	\$275.00	Annual Fee		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
106	Health Service Inspection: Food Service for each Non-Profit	\$275, \$300, \$325	\$75.00	\$75.00	\$75.00	\$75.00	Annual Fee	Complaint Inspection, reinstatement & re-inspection fees apply	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
107	Health Service Inspection: Day Care Food Service	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	Annual Fee	Per Day Care	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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108	Health Service Inspection: Day Care Non-Food Service	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Annual Fee	Per Day Care	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
109	Health Service Inspection: Foster Home	\$100.00	\$40.00	\$40.00	\$40.00	\$40.00	Bi-annual		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
110	Health Service Inspection: Adoption	\$100.00	\$40.00	\$40.00	\$40.00	\$40.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
111	Health Service Inspection: Temporary Event	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
112	Health Service Inspection: Seasonal Permit	\$100.00	\$100.00	\$100.00	\$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.	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
113	Health Service Inspection: Mobile Food Unit	\$200.00	\$200.00	\$200.00	\$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.	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
114	Health Service Inspection: Late fee	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
115	Health Service Inspection: Complaint Inspection	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
116	Health Service Inspection: 1st Re-inspection	\$75.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
117	Health Service Inspection: Subsequent Re-inspections	\$0.00					Each	Increasing in \$100.00 increments for each additional re-inspection	Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
118	Health Service Inspection: Reinstatement	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
119	Health Service Inspection: Duplicate Permit	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
120	Copy: Texas Food Establishment Rules (picked up)	\$8.00	\$25.00	\$25.00	\$25.00	\$25.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
121	Copy: Texas Food Establishment Rules (mailed)	\$10.00	\$30.00	\$30.00	\$30.00	\$30.00	Each		Health Inspections	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
121A	Health Service Inspection: Courtesy Follow Up Inspection					\$25.00	Each	Charged after the 2nd Courtesy Inspection	Health Inspections	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
121B	Health Service Inspection: Commercial Account Inspection					Pending					
122	Immunization: Child Administrative Fee	\$12.00	\$12.00	\$12.00	\$14.00	\$14.00	Per Visit	No Vaccine 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	\$15.00	\$20.00	\$20.00	Per Visit		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
124	Copy: Shot Record	\$2.00	\$2.00	\$2.00	\$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	\$20.00	\$25.00	\$25.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
126	Health Service: Tuberculosis Skin Test for Employment or Schooling	\$15.00	\$15.00	\$15.00	\$20.00	\$20.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
127	Health Service: Health Card Renewal	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Per Card		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
128	Health Service: Blood Sugar (Finger Stick)	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
129	Notary Fee	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	Per Service		Human Resources Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3917
130	Portable Building Permit					\$50.00	Each	For buildings that are already constructed, moved on site	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
130A	New Residential Building Permit			\$0.50	\$0.50	\$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
130B	Residential Repair Permit					\$30.00	Per House	For Greater Area Than 10% of House	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
130C	Residential Remodel					\$0.25	Per Square Foot	Of Room Remodeled	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
131	Residential Re-Inspection Fee	\$5.00	\$25.00	\$25.00	\$25.00	\$25.00	All Trades	Does not include "Missed Appointment"	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
132	Non-Residential Building Permit			See Separate Schedule	See Separate Schedule	See Separate Schedule	Each	Use the on-line file to determine permit fee and the fee will be based on the fiscal year in which the construction work is scheduled to begin.	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
132A	Residential Re-Roofing or Repair Permit				\$75.00	\$75.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
132B	Non Residential Re-Roofing or Repair Permit					\$150.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
133	Application Plan Review Fee: Residential	\$0.00	\$75.00	\$50.00	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
134	Application Plan Review Fee: Non-Residential	\$0.00	\$300.00	\$300.00	\$300.00	\$300.00	Each	Project costs < \$1,000,000	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
134A	Application Plan Review Fee: Non-Residential	\$0.00	\$300.00	\$300.00	\$300.00	\$500.00	Each	Project costs => \$1,000,000	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3913
136	Residential: Re-Review Plan or Change	\$0.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
137	Non-Residential: Re-Review Plan or Change	\$0.00	\$150.00	\$150.00	\$150.00	\$250.00	Each	Project costs < \$1,000,000	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
137A	Non-Residential: Re-Review Plan or Change	\$0.00	\$150.00	\$150.00	\$150.00	\$500.00	Each	Project costs => \$1,000,000	Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3913
138	Non-Residential: Re-Inspection Fee	\$5.00	\$75.00	\$50.00	\$50.00	\$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
139	Inspections Outside City Limits - Inside ETJ	\$45.00	\$150.00	\$150.00	\$150.00	\$150.00	Each	Per Request from owner/contractor	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
142	Demolition Permit	\$10.00	\$150.00	\$150.00	\$150.00	\$150.00	Each	Performance Bond/cashiers check Required	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
143	Non-Residential: Temporary Electrical Power	\$30.00	\$75.00	\$75.00	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
144	Work Performed without Permit	Double Fee					Each	Double Fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
145	Record Retrieval	\$0.00	\$60.00	\$60.00	\$60.00	\$60.00	Each Request	Pulling closed files, plans and etc...	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
145A	Initial Certificate of Occupancy	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	Each	Does not include new construction; 2 inspections included; \$25 each additional inspection	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
146	Replacement of Certificate of Occupancy Card	\$0.00	\$25.00	\$25.00	\$25.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
147	Re-stamp Previously Approved Plans	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
148	Non Residential Permit Renewal of Expired Permit	\$0.00	0.25%	0.25%	0.25%	25%	Each	25% of original permit fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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148 A	Residential renewal of Expired Permit						Each	Price of the Original Permit	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
149	Failure to Pick-up Permit within 60 days of Approval	\$0.00						Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
150	Refund Fee for Non-expired Permits	\$0.00	\$75.00	\$75.00	\$75.00	\$0.00	Each	Forfeit Fees; Permit fees will be reimbursed.	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
151	Refund Fee for Expired Permits	\$0.00						Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
152	Weekend/After Office Hours Inspection Fee	\$0.00	\$75.00	\$75.00	\$75.00	\$100.00	Per Hour	Minimum of 3 hours	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
153	Miscellaneous Inspection	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
154	Construction or Work Site Trailer	\$10.00	\$250.00	\$250.00	\$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
155	Minimum Inspection Miscellaneous Permit Fee	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
155A	Courtesy/ Follow Up Inspection	\$0.00	\$0.00	\$0.00	\$0.00	\$25.00	Each	2 inspections included with building permit, 3rd + is charged for each inspection	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
156	Builders & Mechanical Contractors (Plumbing, Electric, HVAC) Registration Fee	\$0.00	\$30.00	\$30.00	\$30.00	\$50.00	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
157	Driveway Permit	\$10.00	\$20.00	\$20.00	\$20.00	\$30.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
158	Swimming Pool Permit	\$10+\$4 per add thousand	\$125.00	\$125.00	\$125.00	\$125.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
159	Tent Permit	\$10.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
160	Sign Permit for basic/simple sign			\$70.00	\$70.00	\$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
161	Sign Permit for sign with electric power			\$100.00	\$100.00	\$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
162	Sign Permit for sign with electronic messaging (CVEMS) less than or equal to 50 Square Feet			\$125.00	\$125.00	\$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
163	Sign Permit for sign with electronic messaging (CVEMS) greater than 50 Square Feet			\$150.00	\$150.00	\$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
164	Sign Permit-Banner	\$10.00	\$10.00	\$10.00	\$10.00	\$25.00	Each	Per month	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9312
165	Sign Permit Promotional/Grand Opening	\$30.00	\$75.00	\$75.00	\$75.00	\$100.00	Each	Maximum Promotional 90 days; Grand Opening two weeks	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9313
166	Billboard/Off Premise advertising sign *	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	Per Year		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
167	Cell Tower Permit	\$0.00	\$650.00	\$650.00	\$650.00	\$650.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
168	Co-location Antenna on Cell Tower Permit	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
169	Basic Electrical Rough-In or General Repairs Permit (up to 4 circuits)	\$8.50	\$20.00	\$20.00	\$20.00	\$20.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
170	Additional Electrical Rough-In or General Repairs Permit (5 – 16 circuits) (Basic + Additional)	\$1.00	\$2.00	\$2.00	\$2.00	\$2.00	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
171	Additional Electrical Rough-In or General Repairs Permit (More than 16 circuits) (Basic + Additional 1 + Additional 2)	\$0.75	\$1.50	\$1.50	\$1.50	\$1.50	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
172	Restore/Repair Electrical Service Permit (100 amp)	\$7.00	\$17.00	\$17.00	\$17.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
173	Restore/Repair Electrical Service Permit (200 amp)	\$8.50	\$18.50	\$18.50	\$18.50	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
174	Restore/Repair Electrical Service Permit (400 amp)	\$12.50	\$22.50	\$22.50	\$22.50	\$30.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
175	Restore/Repair Electrical Service Permit (600 amp)	\$15.00	\$25.00	\$25.00	\$25.00	\$35.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
176	Restore/Repair Electrical Service Permit (Greater than 600 amp)	\$25.00	\$35.00	\$35.00	\$35.00	\$40.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
177	Other General Electrical Repair Permit	\$7.00	\$25.00	\$25.00	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
178	Electric Power Permit for Sign	\$8.50	\$25.00	\$25.00	\$25.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
179	Placement of Temporary Pole for Electrical Power Permit	\$5.00	\$15.00	\$15.00	\$15.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
180	Appeal Concerning Electrical Code Filing Fee	\$0.00	\$50.00	\$50.00	\$50.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
181	Plumbing Permit Water (Installation or Replacement of Fixtures, Water Heater, Foot Spa, and etc.... Including general repair of water system)	\$4.00	\$20.00	\$10.00	\$10.00	\$15.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
182	Plumbing Permit: Sewer Line or Tap	\$10.00	\$20.00	\$20.00	\$20.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
183	Plumbing Permit Gas (Basic) (up to 4 openings)	\$4.00	\$20.00	\$10.00	\$10.00	\$15.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
184	Plumbing Permit Gas (Additional) (Greater than 4 openings) (Basic + Additional)	\$0.50	\$1.00	\$1.00	\$1.00	\$1.00	Each (over 4)		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
185	Plumbing Permit Irrigation: RPZ instillation	\$4.00	\$10.00	\$10.00	\$10.00	\$10.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
186	Plumbing Permit Irrigation: (Basic) (1-5 Heads)	\$4.00	\$8.00	\$8.00	\$8.00	\$8.00	Each		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
187	Plumbing Permit Irrigation (Additional) (More than heads)(Basic + Additional)	\$0.30	\$0.60	\$0.60	\$0.60	\$0.60	Each Additional Head		Inspections Department	City Hall - Municipal Building - 220 Texas Boulevard	903-798-3912
188	Plumbing Permit Miscellaneous (Backflow, Grease Trap, Sand/Oil Separator and etc....)	\$4.00	\$20.00	\$20.00	\$20.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
189	HVAC Permit: Residential Air Installation/Replacement	\$12.50	\$25.00	\$25.00	\$25.00	\$25.00	Per Unit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
190	HVAC Permit: Non Residential Commercial Air Installation/Replacement	\$0.60	\$1.20	\$1.20	\$1.20	\$50.00	Per Unit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
197	Library Membership Texarkana AR/TX Residents	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each		Library	600 West 3 rd Street	903-794-2149
198	Library Membership Non-Texarkana Resident	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Annual Fee		Library	600 West 3 rd Street	903-794-2149
199	Library Overdue Fines (Books and Compact Discs)	\$0.25	\$0.25	\$0.25	\$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
200	Library Overdue Fines (Videos, DVD or Playaway)	\$2.00	\$2.00	\$2.00	\$2.00	\$1.00	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
201	Library card replacement	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Replacement	Lost unexpired library card	Library	600 West 3 rd Street	903-794-2149
202	Library: Ear buds	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Set		Library	600 West 3 rd Street	903-794-2149
203	Library: Memory Sticks (flash drive)	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	Per Drive		Library	600 West 3 rd Street	903-794-2149
204	Library Bag (Plastic)	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	Per Bag		Library	600 West 3 rd Street	903-794-2149
205	Library Bag (Canvas)	\$7.50	\$7.50	\$7.00	\$7.00	\$7.00	Per Bag		Library	600 West 3 rd Street	903-794-2149
206	Library: Use of Typewriter	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	Per 1/2 Hour		Library	600 West 3 rd Street	903-794-2149
207	Library: Case Replacement	\$1.00	\$1.00	\$1 - \$9	\$1 - \$9	\$1 - \$9	Per Case		Library	600 West 3 rd Street	903-794-2149
208	Library: Art Sleeve for case			\$1.00	\$1.00	\$1.00	Each		Library	600 West 3 rd Street	903-794-2149
209	Library: Due Date Card Replacement	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Card		Library	600 West 3 rd Street	903-794-2149
210	Library: Photo copies (B&W)	\$0.15	\$0.15	\$0.15	\$0.15	\$0.15	Per Page		Library	600 West 3 rd Street	903-794-2149
211	Library: Photo copies (Color)	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
212	Library: Texas Notary	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Service		Library	600 West 3 rd Street	903-794-2149
213	Library: Fax Service Receiving	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
214	Library: Fax Service Sending (local)	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
215	Library: Fax Service Sending (long distance)	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
216	Library: Fax Service Sending (International)			\$5.00	\$5.00	\$5.00	Per Page		Library	600 West 3 rd Street	903-794-2149

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
217	Library: Lamination							Inquire at Circulation Desk	Library	600 West 3 rd Street	903-794-2149
218	Library: David Nelson Meeting Room Rental	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	Per Rental	Non-Profit Organizations Exempt	Library	600 West 3 rd Street	903-794-2149
219	Municipal Court Technology Fees	\$4.00	\$4.00	\$4.00	\$4.00	\$4.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
220	Municipal Court Building Security Fees	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
221	Municipal Court Warrant Fee	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Per Warrant		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
222	Park Pavilion Rental (Half Day)	\$10.00	\$15.00	\$15.00	\$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 Parks,	3222 W. 7th Street	903-798-3978
223	Park Pavilion Rental (All Day)	\$20.00	\$25.00	\$25.00	\$25.00	\$25.00	Per Rental		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
224	Ball Field Rental - Practice Game	\$15.00	\$20.00	\$20.00	\$20.00	\$20.00	Per Game		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
225	Ball Field Rental - Tournaments 1 Field	\$75.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Tournament		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
226	Ball Field Rental - Tournaments 2 Fields	\$150.00	\$175.00	\$175.00	\$175.00	\$175.00	Per Tournament		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
227	Ball Field Rental - Tournaments 3 Fields	\$200.00	\$250.00	\$250.00	\$250.00	\$250.00	Per Tournament		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
228	Ball Field Rental - Tournaments 4-5 Fields	\$250.00	\$300.00	\$300.00	\$300.00	\$300.00	Per Tournament		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
229	Collins Senior Center Activity Room	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Per Event		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
230	Collins Senior Center Meeting Room	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Each Rental		Parks, Recreation and Community Health Parks,	3222 W. 7th Street	903-798-3978
231	Southwest Center Multipurpose Room (GYM) Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
232	Southwest Center Multipurpose Room (GYM) Rental	\$150.00	\$150.00	\$150.00	\$150.00	\$150.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
233	Southwest Center Multipurpose Room (GYM) Rental	\$250.00	\$275.00	\$275.00	\$275.00	\$275.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
234	Southwest Center ABC Room Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
235	Southwest Center ABC Room Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
236	Southwest Center ABC Room Rental	\$75.00	\$75.00	\$75.00	\$75.00	\$75.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
237	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
238	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
239	Southwest Center Game/Activity Room Rental	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
240	Southwest Center Room A Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
241	Southwest Center Room A Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
242	Southwest Center Room A Rental	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
243	Southwest Center Room B Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
244	Southwest Center Room B Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
245	Southwest Center Room B Rental	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
246	Southwest Center Room C Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
247	Southwest Center Room C Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
248	Southwest Center Room C Rental	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
249	Southwest Center Room D Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
250	Southwest Center Room D Rental	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
251	Southwest Center Room D Rental	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
252	Application for Zoning Change (Base Fee) (Base + Variable)	\$90.00	\$250.00	\$250.00	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
253	Application for Specific Use Permit (Base Fee) (Base + Variable)	\$90.00	\$250.00	\$250.00	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
254	Application for Site Plan approval (Base Fee) (Base + Variable)	\$90.00	\$250.00	\$250.00	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
255	Application for Site Plan Amendments (Base Fee) (Base + Variable)	\$90.00	\$250.00	\$250.00	\$250.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
256	Specific Use Permit Renewal (Base Fee) (Base + Variable)	\$90.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Permit		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
257	Application fee for Amendment to Zoning Ordinance	\$0.00	\$250.00	\$250.00	\$250.00	\$250.00	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	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
258	Variances Requests (ZBA)(Base Fee) (Base + Variable)	\$60.00	\$150.00	\$150.00	\$150.00	\$150.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
259	Historic District Certificate of Appropriateness	\$0.00	\$75.00	\$75.00	\$75.00	\$75.00	Per Applicant		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
260	Subdivision Plats – preliminary (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
261	Subdivision Plats – final (Base Fee) (Base + Variable Deposit)	\$0.00	\$200.00	\$200.00	\$200.00	\$200.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
262	Subdivision Plats – re-approval (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Re-approval		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
263	Subdivision Replats (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Replat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
264	Subdivision Plat - Vacated (Base Fee)	\$0.00	\$0.00	\$100.00	\$100.00	\$100.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
265	Subdivision Plat – amendments (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Amendment		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
266	Subdivision Minor Plats (Base Fee) (Base + Variable Deposit)	\$0.00	\$50.00	\$50.00	\$50.00	\$50.00	Per Minor Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
267	Deposit for Variable Fees	\$0.00	\$200.00	\$0.00	\$0.00	\$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
268	Zoning Verification Document	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Each		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
269	Voluntary Annexation Application Fee	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	Each Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
270	Street Name Change Application Fee	\$0.00	\$500.00	\$500.00	\$500.00	\$500.00	Per request	Additional cost for new signage	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
271	Street/Alley/Public ROW Abandonment Application Fee	\$0.00	\$2,000.00	\$500.00	\$500.00	\$500.00	Per request	All associated costs including Quit claim deeds and any legal work will be applicant's responsibility	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
272	Ground Level License to Encumber Right-Of-Way	100% Fair Market Value	100% Fair Market Value	100% Fair Market Value	100% Fair Market Value	100% Fair Market Value	Per Square Foot	\$100 Nonrefundable deposit required at submittal for request review. The fair market value per square foot cost is an annual fee.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
273	Ground Level License to Encumber Right-Of-Way: Sign Only				\$10.00	\$10.00	Each Encumbrance		Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948

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273A	Wireless Cell communication pole/tower with network nodes to Encumber Right-of-Way					\$250.00	Each individual network node	Maximum fee set by Texas State Legislators 2017, annual fee does not include fees for building permits issued by the Inspections Department	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
273B	Air Space License to Encumber Right-Of-Way	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	Per Square Foot	\$100 Nonrefundable deposit required at submittal for request review. The fair market value per square foot cost is an annual fee.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
274	Subsurface License to Encumber Right-Of-Way	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	10% Fair Market Value	Per Square Foot	\$100 Nonrefundable deposit required at submittal for request review. The fair market value per square foot cost is an annual fee.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
275	Ornamental Device License to Encumber Right-Of-Way	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00	Per Request	\$100 Nonrefundable deposit required at submittal for request review. This is a one time fee.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
276	Downtown CBD License to Encumber Right-Of-Way*				\$100.00	\$100.00	Per Request	\$100 Nonrefundable deposit required at submittal for request review. This is a one time fee.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
277	Solid Waste Pickup - Residential Rate	\$17.21	\$17.54	\$17.35	\$17.85	\$18.39	Per Month	Includes 96 gal. Trash cart, 65 Gal. recycle cart, Yard waste pickup. 2018 - \$10.48/month for additional cart.	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
278	Solid Waste Pickup - Commercial Hand PU (1 Toter)	\$22.57	\$23.00	\$22.75	\$25.00	\$25.75	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
279	Solid Waste Pickup - Commercial Hand PU (2 Toter)	\$33.83	\$34.47	\$34.09	\$42.00	\$36.51	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
280	Solid Waste Pickup - Commercial Hand PU (3 Toter)	\$42.34	\$43.14	\$42.67	\$59.00	\$45.71	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
281	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$90.54	\$92.26	\$91.25	\$94.90	\$97.75	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
282	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$135.76	\$138.34	\$136.82	\$142.29	\$146.56	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
283	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$158.40	\$161.41	\$159.63	\$166.02	\$171.00	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
284	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$181.13	\$184.57	\$182.54	\$189.84	\$195.54	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
285	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$203.68	\$207.55	\$205.27	\$213.48	\$219.88	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
286	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$249.12	\$253.85	\$251.06	\$261.10	\$268.93	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
287	Solid Waste Pickup - Commercial 2-Yard FEL Container	\$58.81	\$59.93	\$59.27	\$61.64	\$63.49	Each	Extra Pick Up	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
288	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$108.63	\$110.69	\$109.47	\$113.85	\$117.27	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
289	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$163.05	\$166.15	\$164.32	\$170.89	\$176.02	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
290	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$190.14	\$193.75	\$191.62	\$199.28	\$205.26	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
291	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$217.40	\$221.53	\$219.09	\$227.85	\$234.69	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
292	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$244.48	\$249.13	\$246.39	\$256.25	\$263.94	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
293	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$298.84	\$304.52	\$301.17	\$313.22	\$322.62	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
294	Solid Waste Pickup - Commercial 3-Yard FEL Container	\$70.58	\$71.92	\$71.13	\$73.98	\$76.20	Each	Extra Pick Up	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
295	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$126.80	\$129.21	\$127.79	\$132.90	\$136.89	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
296	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$190.14	\$193.75	\$191.62	\$199.28	\$205.26	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
297	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$221.89	\$226.11	\$223.62	\$232.56	\$239.54	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
298	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$253.59	\$258.41	\$255.57	\$265.79	\$273.76	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
299	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$285.31	\$290.73	\$287.53	\$299.03	\$308.00	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948

**FY18 Master Fee List
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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
300	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$348.69	\$355.32	\$351.41	\$365.47	\$376.43	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
301	Solid Waste Pickup - Commercial 4-Yard FEL Container	\$82.36	\$83.92	\$83.00	\$86.32	\$88.91	Each	Extra Pick Up	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
302	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$164.10	\$167.83	\$165.98	\$172.62	\$177.80	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
303	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$248.51	\$253.23	\$250.44	\$260.46	\$268.27	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
304	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$287.48	\$292.94	\$289.72	\$301.31	\$310.35	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
305	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$329.35	\$335.61	\$331.92	\$345.20	\$355.56	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
306	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$371.32	\$378.38	\$374.22	\$389.19	\$400.87	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
307	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$452.17	\$460.76	\$455.69	\$473.92	\$488.14	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
308	Solid Waste Pickup - Commercial 6-Yard FEL Container	\$106.99	\$109.02	\$107.82	\$112.13	\$115.49	Each	Extra Pick Up	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
309	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$190.08	\$193.69	\$191.56	\$199.22	\$205.20	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
310	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$253.59	\$258.41	\$255.57	\$265.79	\$273.76	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
311	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$329.40	\$335.66	\$331.97	\$345.25	\$355.61	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
312	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$476.31	\$485.36	\$480.02	\$499.22	\$514.20	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
313	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$519.51	\$529.38	\$523.56	\$544.50	\$560.84	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
314	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$600.57	\$611.98	\$605.25	\$629.46	\$648.34	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
315	Solid Waste Pickup - Commercial 8-Yard FEL Container	\$123.51	\$125.86	\$124.48	\$129.46	\$133.34	Each	Extra Pick Up	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
316	Solid Waste Pickup - Commercial 96-Gallon Toter (RECYCLE)	\$3.20	\$3.26	\$3.22	\$3.35	\$3.45	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
317	Solid Waste Pickup - Commercial 6-Yard FEL Container/Cardboard	\$51.19	\$52.16	\$51.59	\$53.65	\$55.26	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
318	Solid Waste Pickup - Commercial 8-Yard FEL Container/Cardboard	\$61.42	\$62.59	\$61.90	\$64.38	\$66.31	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
319	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$222.00	\$226.22	\$223.73	\$232.68	\$239.66	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
320	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$444.00	\$452.44	\$447.46	\$465.36	\$479.32	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
321	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$666.00	\$678.65	\$671.18	\$698.03	\$718.97	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
322	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$888.00	\$904.87	\$894.92	\$930.72	\$958.64	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
323	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$1,110.00	\$1,131.09	\$1,118.65	\$1,163.40	\$1,198.30	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
324	Solid Waste Pickup - Commercial 4-Yard FEL Compactor	\$1,332.00	\$1,357.31	\$1,342.38	\$1,396.08	\$1,448.67	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
325	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$261.79	\$266.76	\$263.83	\$274.38	\$282.61	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
326	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$523.59	\$533.54	\$527.67	\$548.78	\$565.24	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
327	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$785.38	\$800.30	\$791.50	\$823.16	\$847.85	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
328	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$1,047.18	\$1,067.08	\$1,055.34	\$1,097.55	\$1,130.48	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
329	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$1,308.96	\$1,333.83	\$1,319.16	\$1,371.93	\$1,413.09	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
330	Solid Waste Pickup - Commercial 6-Yard FEL Compactor	\$1,570.76	\$1,600.60	\$1,582.99	\$1,646.31	\$1,695.70	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
331	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$301.06	\$306.78	\$303.41	\$315.55	\$325.02	Per Month	One pick up per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
332	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$602.12	\$613.56	\$606.81	\$631.08	\$650.01	Per Month	Two pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
333	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$903.18	\$920.34	\$910.22	\$946.63	\$975.03	Per Month	Three pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
334	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$1,204.24	\$1,227.12	\$1,213.62	\$1,262.16	\$1,300.02	Per Month	Four pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
335	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$1,505.30	\$1,533.90	\$1,517.03	\$1,577.71	\$1,625.04	Per Month	Five pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
336	Solid Waste Pickup - Commercial 8-Yard FEL Compactor	\$1,806.36	\$1,840.68	\$1,820.43	\$1,893.25	\$1,950.05	Per Month	Six pick ups per week	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
337	Solid Waste Pickup 20-Yard Roll-Off (Open Top)	\$288.14	\$293.61	\$290.38	\$290.38	\$299.09	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - \$5.26 Disposal Rate - \$37.39 per ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
338	Solid Waste Pickup 25-Yard Roll-Off (Open Top)	\$288.14	\$293.61	\$290.38	\$290.38	\$299.09	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - \$5.26 Disposal Rate - \$37.39 per ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
339	Solid Waste Pickup 30-Yard Roll-Off (Open Top)	\$312.16	\$318.09	\$314.59	\$314.59	\$324.03	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - \$5.26 Disposal Rate - \$37.39 per ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
340	Solid Waste Pickup 40-Yard Roll-Off (Open Top)	\$336.17	\$342.56	\$338.79	\$338.79	\$349.07	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - \$5.26 Disposal Rate - \$37.39 per ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
341	Solid Waste Pickup 30-Yard Roll-Off (Compactor)	\$312.16	\$318.09	\$314.59	\$314.59	\$324.03	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
342	Solid Waste Pickup 33-Yard Roll-Off (Compactor)	\$336.17	\$342.56	\$338.79	\$338.79	\$348.95	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
343	Solid Waste Pickup 34-Yard Roll-Off (Compactor)	\$336.17	\$342.56	\$338.79	\$338.79	\$348.95	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
344	Solid Waste Pickup 35-Yard Roll-Off (Compactor)	\$336.17	\$342.56	\$338.79	\$338.79	\$348.95	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
345	Solid Waste Pickup 40-Yard Roll-Off (Compactor)	\$336.17	\$342.56	\$338.79	\$338.79	\$348.95	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
346	Solid Waste Pickup 42-Yard Roll-Off (Compactor)	\$336.17	\$342.56	\$338.79	\$338.79	\$348.95	Per Haul	2018 Rates Delivery Rate - \$112.06 Rental Daily Rate - Negotiated Disposal Rate - \$37.39/ton	Public Works Department	Public Works Admin Building - 919 Elm Street	903-798-3948
347	Utility Easement Abandonment Application Fee	\$0.00	\$500.00	\$500.00	\$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
348	Central Records and Communications	\$10.00	\$10.00	\$10.00	\$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
349	Police: Accident or Crash Report	\$5.00	\$5.00	\$5.00	\$6.00	\$6.00	Copy of Report	Front and back pages	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
350	Police: Offense Report	\$5.00	\$5.00	\$5.00	\$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

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
351	Police: Criminal History	\$10.00	\$10.00	\$10.00	\$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
352	Police: Certification of any Report	\$5.00	\$5.00	\$5.00	\$2.00	\$2.00	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
353	Burglar Alarm Permits – Residential	\$20.00	\$35.00	\$35.00	\$35.00	\$35.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
354	Burglar Alarm Permits – Commercial	\$20.00	\$75.00	\$75.00	\$75.00	\$75.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
355	Burglar Alarm Permits -- late renewal (30 days or less late)	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
356	Burglar Alarm Permits -- late renewal (more than 30 days late)	\$20.00	\$40.00	\$40.00	\$40.00	\$40.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3102
357	False Alarm Fees	\$50.00	\$50.00	\$50.00	\$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
358	Wrecker Permits	\$20.00	\$20.00	\$20.00	\$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
359	Vehicle Storage Facility	\$50.00	\$50.00	\$50.00	\$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
360	Taxi Permits	\$40.00	\$40.00	\$40.00	\$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
361	Sexually Oriented Business	\$400.00	\$400.00	\$400.00	\$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
362	Youth Club/Dance Hall Permit	\$100.00	\$100.00	\$100.00	\$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
363	Police: Extraordinary Response to Problem Location				\$22.88	\$28.78	Per additional Officer	Only after Owner/Manager has been placed on legal notice.	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
364	Water Service Connection	\$10.00	\$10.00	\$15.00	\$15.00	\$15.00	Each	Water Service Initiation	TWU	801 Wood Street	903-798-3800
365	Water Meter Disconnect	\$10.00	\$10.00	\$15.00	\$15.00	\$15.00	Each	Discontinue Service	TWU	801 Wood Street	903-798-3800
366	Water Service Transfer	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
367	Late Service Charge – Non-Payment	10%	10%	10%	10%	10%	On billed amount	If not paid by Due Date	TWU	801 Wood Street	903-798-3800
368	After Hours Service Call to reinstate water service	\$25.00	\$25.00	\$50.00	\$50.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
369	Non Payment Service Charge	\$20.00	\$20.00	\$35.00	\$35.00	\$35.00	Each	if not paid by disconnect date	TWU	801 Wood Street	903-798-3800
370	Water meter reread initiated by Customer	\$10.00	\$10.00	\$10.00	\$10.00	\$15.00	Each	No charge if initiated by TWU	TWU	801 Wood Street	903-798-3800
371	Water meter testing initiated by Customer	\$30.00	\$30.00	\$30.00	\$50.00	\$50.00	Each	Meters two inches & smaller	TWU	801 Wood Street	903-798-3800
372	Water meter testing, for 2" line or greater, initiated by Customer (Cost plus %)	10%	10%	10%	10%	10%	Each	Meters larger than two inches	TWU	801 Wood Street	903-798-3800
373	Water meter Tampering	\$35.00	\$35.00	\$50.00	\$50.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
374	Unauthorized Water Connection Inserted	\$35.00	\$35.00	\$100.00	\$100.00	\$100.00	Each		TWU	801 Wood Street	903-798-3800
375	Water meter Fees – 5/8" meter	Cost	Cost	Cost	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
376	Water meter Fees – 1" meter	Cost	Cost	Cost	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
377	Water: Single Register 2" (irrigation)	Cost	Cost	Cost	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800

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378	Inspection/Tapping Fee for Water Main	\$25.00	\$25.00	\$25.00	\$75.00	\$75.00	Each		TWU	801 Wood Street	903-798-3800
379	Bacteriological testing of water samples	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
380	Inspection/Tapping Fee for Sewer Main	\$0.00	\$0.00	\$0.00	\$25.00	\$50.00	Each		TWU	801 Wood Street	903-798-3800
381	Sanitary Sewer Availability Fee *	\$0.00	\$25.00	\$25.00	\$25.00	\$25.00	Monthly	Non-Connection when Sewer Connection is available to the property	TWU	801 Wood Street	903-798-3800
382	Sewer Surcharge -- Excessive Strength Wastes	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	TSS per pound		TWU	801 Wood Street	903-798-3800
383	Sewer Surcharge -- Excessive Strength Wastes	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25	BOD per pound		TWU	801 Wood Street	903-798-3800
384	Industrial Wastewater Discharge Permit	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00		Significant Discharger	TWU	801 Wood Street	903-798-3800
385	Industrial Wastewater Discharge Permit	\$200.00	\$200.00	\$200.00	\$200.00	\$200.00		Minor Discharger	TWU	801 Wood Street	903-798-3800
386	Industrial Wastewater Discharge Permit	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00		Commercial Discharger	TWU	801 Wood Street	903-798-3800
387	Industrial Wastewater Discharge Permit	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00		Intermittent Discharger	TWU	801 Wood Street	903-798-3800
388	Industrial Wastewater Discharge Permit	\$100.00	\$100.00	\$100.00	\$100.00	\$100.00		Transported Discharger	TWU	801 Wood Street	903-798-3800
389	Industrial Wastewater Discharge Permit	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00		Non-Discharge	TWU	801 Wood Street	903-798-3800
390	Temporary Wastewater Discharge Permit	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
392	Metered Discharge Treatment	\$0.05	\$0.05	\$0.05	\$0.05	\$0.05	Per Gallon		TWU	801 Wood Street	903-798-3800
393	Liquid Waste Transport Permit	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
394	Liquid Waste Transport Permit Late Fee					\$25.00	Each Permit		TWU	3616 South State Line Ave	903-798-3870
394A	Septic Waste Dumping	\$35.00	\$50.00	\$50.00	\$50.00	\$50.00	Per 1,000 Gallons	Per Volume of Tank	TWU	801 Wood Street	903-798-3800
395	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
396	Septic Waste Manifest Books	\$12.00	\$12.00	\$12.00	\$12.00	\$13.00	Each		TWU	801 Wood Street	903-798-3800
397	Liquid Waste Transporter Manifest Late Fee					\$25.00	Each Occurrence		TWU	3616 South State Line Ave	903-798-3870
397A	Non-Residential Backflow Prevention Assembly Device	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	Per Year		TWU	801 Wood Street	903-798-3800
398	Backflow Testing Fee	\$125.00	\$125.00	\$125.00	\$125.00	\$125.00	Each		TWU	3616 South State Line Ave	903-798-3870
399	Backflow Tester Registration Fee				\$25.00	\$25.00	Per Tester	Annual Fee	TWU	3616 South State Line Ave	903-798-3870
400	Commercial Customer Service Inspection				\$15.00	\$15.00	Each		TWU	3616 South State Line Ave	903-798-3870
401	Environmental Services Enforcement Fee				Cost plus 10%	Cost plus 10%	Per Action		TWU	3616 South State Line Ave	903-798-3870
402	Backflow Assembly Text Booklet	\$6.00	\$6.00	\$6.00	\$6.00	\$7.00	Each		TWU	801 Wood Street	903-798-3800
403	Water Infrastructure Fee - Residential	\$1.00	\$1.50	\$1.50	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
404	Waste Water Infrastructure Fee - Residential	\$1.00	\$1.50	\$1.50	\$1.50	\$1.50	Monthly		TWU	801 Wood Street	903-798-3800
405	Water Infrastructure Fee - Commercial	\$2.50	\$3.75	\$3.75	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
406	Waste Water Infrastructure Fee - Commercial	\$2.50	\$3.75	\$3.75	\$3.75	\$3.75	Monthly		TWU	801 Wood Street	903-798-3800
407	Sales: Screened Compost	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Per Cubic Yard		TWU	4000 South State Line Ave	903-798-3860
408	Sales: Screened Compost	\$2.00	\$2.00	\$2.00	\$2.00	\$2.00	Per bag (1-Cubic Foot)		TWU	4000 South State Line Ave	903-798-3860
409	Sales: Unscreened Compost	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	Per Cubic Yard		TWU	4000 South State Line Ave	903-798-3860
410	Sales: Wood Chips	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	Per Cubic Yard		TWU	4000 South State Line Ave	903-798-3860
411	Sales: Wood Chips	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	Per Bag (2-Cubic Foot)		TWU	4000 South State Line Ave	903-798-3860

FY18 Master Fee List
(adopted 10 JUL 17)

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Building Permit Fees to be Based on the FY Schedule of Fees in which the construction work is scheduled to begin.

Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
412	Sales: Leaf Mulch	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	Per Cubic Yard		TWU	4000 South State Line Ave	903-798-3860
413	Residential Water Service Charge (Monthly)			\$8.15	\$8.15	\$8.15	Per Meter		TWU	801 Wood Street	903-798-3800
414	Residential Water Volume Rate Tier 1			\$1.75	\$1.75	\$1.75	Per 1,000 Gallons	Over zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
415	Residential Water Volume Rate Tier 2			\$2.00	\$2.00	\$2.00	Per 1,000 Gallons	Over 2,000 to 5,000 gallons	TWU	801 Wood Street	903-798-3800
416	Residential Water Volume Rate Tier 3			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over 5,000 to 7,000 gallons	TWU	801 Wood Street	903-798-3800
417	Residential Water Volume Rate Tier 4			\$3.75	\$3.75	\$3.75	Per 1,000 Gallons	Over 7,000 to 10,000 gallons	TWU	801 Wood Street	903-798-3800
418	Residential Water Volume Rate Tier 5			\$4.00	\$4.00	\$4.00	Per 1,000 Gallons	Over 10,000 gallons	TWU	801 Wood Street	903-798-3800
419	Commercial Water Service Charge 1 (Monthly)			\$9.28	\$9.28	\$9.28	Per Meter	5/8" Meter	TWU	801 Wood Street	903-798-3800
420	Commercial Water Service Charge 2 (Monthly)			\$9.28	\$9.28	\$9.28	Per Meter	3/4" Meter	TWU	801 Wood Street	903-798-3800
421	Commercial Water Service Charge 3 (Monthly)			\$10.61	\$10.61	\$10.61	Per Meter	1" Meter	TWU	801 Wood Street	903-798-3800
422	Commercial Water Service Charge 4 (Monthly)			\$11.93	\$11.93	\$11.93	Per Meter	1.5" Meter	TWU	801 Wood Street	903-798-3800
423	Commercial Water Service Charge 5 (Monthly)			\$13.24	\$13.24	\$13.24	Per Meter	2" Meter	TWU	801 Wood Street	903-798-3800
424	Commercial Water Service Charge 6 (Monthly)			\$26.50	\$26.50	\$26.50	Per Meter	3" Meter	TWU	801 Wood Street	903-798-3800
425	Commercial Water Service Charge 7 (Monthly)			\$39.75	\$39.75	\$39.75	Per Meter	4" Meter	TWU	801 Wood Street	903-798-3800
426	Commercial Water Service Charge 8 (Monthly)			\$66.25	\$66.25	\$66.25	Per Meter	6" Meter	TWU	801 Wood Street	903-798-3800
427	Commercial Water Service Charge 9 (Monthly)			\$66.25	\$66.25	\$66.25	Per Meter	8" Meter	TWU	801 Wood Street	903-798-3800
428	Commercial Water Volume Rate Tier 1			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
429	Commercial Water Volume Rate Tier 2			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over 2,000 to 5,000 gallons	TWU	801 Wood Street	903-798-3800
430	Commercial Water Volume Rate Tier 3			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over 5,000 to 7,000 gallons	TWU	801 Wood Street	903-798-3800
431	Commercial Water Volume Rate Tier 4			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over 7,000 to 10,000 gallons	TWU	801 Wood Street	903-798-3800
432	Commercial Water Volume Rate Tier 5			\$3.25	\$3.25	\$3.25	Per 1,000 Gallons	Over 10,000 gallons	TWU	801 Wood Street	903-798-3800
433	Industrial Water Rates and Service Charges			\$0.00	\$0.00	\$0.00	Annual	Negotiated Water Budgets	TWU	801 Wood Street	903-798-3800
434	Residential Water Service Charge (Monthly) [outside city limits]			\$12.23	\$12.23	\$12.23	Per Meter		TWU	801 Wood Street	903-798-3800
435	Residential Water Volume Rate Tier 1 [outside city limits]			\$2.63	\$2.63	\$2.63	Per 1,000 Gallons	Over zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
436	Residential Water Volume Rate Tier 2 [outside city limits]			\$3.00	\$3.00	\$3.00	Per 1,000 Gallons	Over 2,000 to 5,000 gallons	TWU	801 Wood Street	903-798-3800
437	Residential Water Volume Rate Tier 3 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over 5,000 to 7,000 gallons	TWU	801 Wood Street	903-798-3800
438	Residential Water Volume Rate Tier 4 [outside city limits]			\$5.63	\$5.63	\$5.63	Per 1,000 Gallons	Over 7,000 to 10,000 gallons	TWU	801 Wood Street	903-798-3800
439	Residential Water Volume Rate Tier 5 [outside city limits]			\$6.00	\$6.00	\$6.00	Per 1,000 Gallons	Over 10,000 gallons	TWU	801 Wood Street	903-798-3800
440	Commercial Water Service Charge 1 (Monthly) [outside city limits]			\$13.92	\$13.92	\$13.92	Per Meter	5/8" Meter	TWU	801 Wood Street	903-798-3800
441	Commercial Water Service Charge 2 (Monthly) [outside city limits]			\$13.92	\$13.92	\$13.92	Per Meter	3/4" Meter	TWU	801 Wood Street	903-798-3800
442	Commercial Water Service Charge 3 (Monthly) [outside city limits]			\$15.92	\$15.92	\$15.92	Per Meter	1" Meter	TWU	801 Wood Street	903-798-3800
443	Commercial Water Service Charge 4 (Monthly) [outside city limits]			\$17.90	\$17.90	\$17.90	Per Meter	1.5" Meter	TWU	801 Wood Street	903-798-3800
444	Commercial Water Service Charge 5 (Monthly) [outside city limits]			\$19.86	\$19.86	\$19.86	Per Meter	2" Meter	TWU	801 Wood Street	903-798-3800

**FY18 Master Fee List
(adopted 10 JUL 17)**

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Item Number	SERVICE/PERMIT	Y14 RATE	FY15 RATE	FY16 RATE	FY17 RATE	FY18 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
445	Commercial Water Service Charge 6 (Monthly) [outside city limits]			\$39.75	\$39.75	\$39.75	Per Meter	3" Meter	TWU	801 Wood Street	903-798-3800
446	Commercial Water Service Charge 7 (Monthly) [outside city limits]			\$59.63	\$59.63	\$59.63	Per Meter	4" Meter	TWU	801 Wood Street	903-798-3800
447	Commercial Water Service Charge 8 (Monthly) [outside city limits]			\$99.38	\$99.38	\$99.38	Per Meter	6" Meter	TWU	801 Wood Street	903-798-3800
448	Commercial Water Service Charge 9 (Monthly) [outside city limits]			\$99.38	\$99.38	\$99.38	Per Meter	8" Meter	TWU	801 Wood Street	903-798-3800
449	Commercial Water Volume Rate Tier 1 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
450	Commercial Water Volume Rate Tier 2 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over 2,000 to 5,000 gallons	TWU	801 Wood Street	903-798-3800
451	Commercial Water Volume Rate Tier 3 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over 5,000 to 7,000 gallons	TWU	801 Wood Street	903-798-3800
452	Commercial Water Volume Rate Tier 4 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over 7,000 to 10,000 gallons	TWU	801 Wood Street	903-798-3800
453	Commercial Water Volume Rate Tier 5 [outside city limits]			\$4.88	\$4.88	\$4.88	Per 1,000 Gallons	Over 10,000 gallons	TWU	801 Wood Street	903-798-3800
454	Residential Sewer Minimum Charge (Monthly)			\$10.52	\$10.52	\$10.52	Per Meter	Zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
455	Residential Sewer Volume Rate			\$3.77	\$3.77	\$3.77	Per 1,000 Gallons	Over 2,000 to 15,000 gallons	TWU	801 Wood Street	903-798-3800
456	Residential Unmetered Sewer (Monthly) (from water supplied by sources other than TWU)			\$26.72	\$26.72	\$26.72	Per Sewer Connection	Flat Fee	TWU	801 Wood Street	903-798-3800
457	Commercial Sewer Minimum Charge (Monthly)			\$10.52	\$10.52	\$10.52	Per Meter	Zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
458	Commercial Sewer Volume Rate			\$4.41	\$4.41	\$4.41	Per 1,000 Gallons	Over 2,000 gallons	TWU	801 Wood Street	903-798-3800
459	Residential Sewer Minimum Charge (Monthly) [outside city limits]			\$15.78	\$15.78	\$15.78	Per Meter	Zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
460	Residential Sewer Volume Rate [outside city limits]			\$5.66	\$5.66	\$5.66	Per 1,000 Gallons	Over 2,000 to 15,000 gallons	TWU	801 Wood Street	903-798-3800
461	Residential Unmetered Sewer Charge (Monthly) (from water supplied by sources other than TWU) [outside city limits]			\$40.08	\$40.08	\$40.08	Per Sewer Connection	Flat Fee	TWU	801 Wood Street	903-798-3800
462	Commercial Sewer Minimum Charge (Monthly) [outside city limits]			\$15.78	\$15.78	\$15.78	Per Meter	Zero to 2,000 gallons	TWU	801 Wood Street	903-798-3800
463	Commercial Sewer Volume Rate [outside city limits]			\$6.62	\$6.62	\$6.62	Per 1,000 Gallons	Over 2,000 gallons	TWU	801 Wood Street	903-798-3800

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: