CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JUNE 13, 2022

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Gary Smith, Brandon Uselton, Dusty Henslee, Robby Robertson, Karey Parker, Kristin Peeples, J.W. Bramlett, Sherry Jackson Hawkins, Vashil Fernandez, and Mashell Daniel.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, July 11, 2022 at 6:00 p.m. (summer schedule)
Monday, August 8, 2022 at 6:00 p.m. (regular schedule resumes)
Monday, August 22, 2022 at 6:00 p.m.

Parks & Recreation Events:

June Events

June 13th	Summer Camp Begins	Southwest Center
June 13th	High School Softball League Begins	Karrh Park
June 25th - 26th	FASA Softball Tournament	Karrh Park

July Events

July 1st - 4th	Dixie State Ozone Baseball Tournament	Spring Lake Park

July 2nd - 5th	Dixie State 10U Baseball Tournament	Spring Lake Park

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

After two joint meetings with the City Council on May 25th and June 7th, Mayor Bruggeman thanked the Budget Advisory Committee for its work on the city's annual budget along with city staff. Much effort and time has been spent on the budget and getting it ready for council's consideration before October 1st.

The annual American Legion Baseball Tournament will be co-hosted by the Texarkana Texas Bulldogs and Texarkana Arkansas Razorbacks. The tournament begins Thursday, June 16th and continues through Sunday, June 19th.

Games will be played in both junior and senior divisions, at the H.E. Markham Field and the George Dobson Field, respectively.

IV. SPECIAL PRESENTATIONS

Wine Festival Report - by Gary Gathwright

Mr. Gathwright, Operations Director of the Alzheimer's Alliance, said this year's Wine Fest had an attendance of over 15,000 people from all over Texas and neighboring states. Since the first wine festival held in 2015, all proceeds have stayed in Texarkana benefiting the community. Texarkana's Wine Fest has been voted "Best Charity Event".

He said the event could not be held without the wonderful support and hard work of the city's Parks and Recreation staff. He is already looking forward to the 8th annual Wine Fest scheduled for **May 6, 2023**!

Salvation Army of Texarkana - by Mayor Bruggeman and Capt. Juan Gomez

The Mayor provided some interesting background facts about the Salvation Army's first National Donut Day celebrated in Chicago in 1938 to commemorate the work of the "Donut Lassies" who served donuts to soldiers during World War I.

Capt. Juan Gomez said Texarkana USA is a visual representation of how close knit a community can be across the state line. The Salvation Army has been in Texarkana for more than 125 years.

He said staff was happy to present the Mayor donuts on National Donut Day, Friday, June 1st. On the last Monday in June, the Salvation Army will hold a training for emergency disaster services and volunteers are welcomed to attend. He was also happy to share that the Boys & Girls Club in Texarkana, Arkansas, will open in September.

Acousticon Audiology & Hearing Aid Center - (feat) Dr. Tom Burns, Norma Broomfield, Betty Waldrep

The Mayor recognized Dr. Tom Burns, Norma Broomfield, and Betty Waldrep who are soon to retire from a long-time career at their office located at 214 W. 3rd Street in downtown Texarkana. Collectively, they have been serving the community for over 165 years.

All three expressed their gratitude and appreciation for being able to serve the residents of the community as they made many friends and "family" along the way throughout the years. Mayor Bruggeman honored each of them with a city lapel pin on behalf of the council.

Men's Health Month Proclamation

The Mayor read the proclamation as a reminder to encourage men to be aware of the importance of maintaining their health.

RESULT:	**CLOSE ACTION**

Texarkana Regional Airport Update - by Paul Mehrlich

Mr.Mehrlich reported on the positive increase in passengers using Texarkana's newest carrier, United Airlines, as summer travel continues. Flights normally are lower in the month of August as schools resume classes and summer vacationing ends. Historically around October, passenger count seems to show a boost in travel as people are attending business conferences or fiscal year related meetings.

He shared updated designs of the inside of the proposed terminal and pictures of the current phase in progress for the building structure and foundation. Costs have risen with each phase of the project due to inflation, COVID crisis, and supply chain issues. However, funding is being carefully managed to offset these costs.

A recent grant allowed for a 20-year plan project to include lengthening the runway, installing an instrument-approached landing system, and strengthening the runway to accommodate cargo aircraft.

It is hoped to one day add a third airline carrier. Airport Real Estate Manager, Tyler Brown, also attended the meeting.

RESULT:	**CLOSE ACTION**

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Ann Nicholas asked council to consider naming a ball field at Spring Lake Park in honor of her late umpire father Bill Atchison.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Mayor Bruggeman reminded everyone that the city is actively seeking citizen participation and volunteerism for boards, commissions, and committees.

Service on a city board, commission, or committee is the perfect way to focus on community needs, serve fellow citizens, support the city council, and stay informed about key issues affecting the community.

For more information on how to apply for a position, visit the city's website.

Council made no appointments to any board, commission, or committee.

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:55 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on May 9, 2022 at 6:00 PM.

2. Consider approval of the minutes of the Budget Workshop Meeting of the City Council held on May 25, 2022 at 10:00 AM.

3. Consider approval of the minutes of the Budget Workshop Meeting of the City Council held on June 7, 2022 at 10:00 AM.

4. Resolution No. 2022-047 approving an interlocal fiber optic network agreement with Texarkana College.

   Public Hearing:
   Council Vote: June 13, 2022

5. Resolution No. 2022-049 approving recommended revisions to the Employee Handbook involving the use of technology.

   Public Hearing:
   Council Vote: June 13, 2022

6. Resolution No. 2022-050 authorizing the City Manager to execute a five (5) year contract with Axon Enterprise Inc. of Scottsdale, Arizona, in a total amount not to exceed $497,879.20 and an annual amount not to exceed $99,575.84, with funds budgeted in the Public Safety Equipment Fund (Fund 108) and the Fleet Capital Replacement Fund (Fund 704), to provide fleet and body camera hardware and software.

   Public Hearing:
   Council Vote: June 13, 2022

7. Resolution No. 2022-052 authorizing the City Manager to execute a contract with Smith Ready Mix, Inc., of Texarkana, Texas, in an amount not to exceed $474,251.70 with funds available in the fiscal year 2022 street maintenance general fund, to supply concrete materials used in the construction and maintenance of streets, alleys, bridges, and storm drains.

   Public Hearing:
   Council Vote: June 13, 2022

8. Resolution No. 2022-057 ratifying the memorandum of understanding with the Caddo Nation.

   Public Hearing:
   Council Vote: June 13, 2022

9. Ordinance No. 2022-063 amending Chapter 12, Section 12-3, Subdivision 4, of the Code of Ordinances, to establish the Sullivan Performing Arts Center, located at 3941 Summerhill Road, as the single polling location for City Election Precinct 4 (Ward 4).

   Public Hearing:
   Council Vote: June 13, 2022

Action Items

10. Resolution No. 2022-043 naming the new bridge over Wagner Creek on Gibson Lane as the "Officer Jason Sprague Memorial Bridge".

    Public Hearing:
    Council Vote: June 13, 2022

(6:56 p.m.)

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

11. Resolution No. 2022-055 approving the request of the Texarkana Airport Authority to purchase eight (8) acres of land adjoining current airport property and authorizing the City Manager to execute any documents necessary for the purchase.

    Public Hearing:
    Council Vote: June 13, 2022

(6:57 p.m.)

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

12. Resolution No. 2022-056 authorizing the City Manager to enter into a contract for the Looping Dead-end Water Mains Phase III project in an amount not to exceed $817,912.29, with funds currently budgeted in the Texas Capital Improvement Fund in the Texarkana Water Utilities 2021-22 budget.

    Public Hearing:
    Council Vote: June 13, 2022

    Gary Smith briefed this agenda item.

(7:00 p.m.)

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

VIII. FIRST BRIEFINGS

1. Ordinance No. 2022-051 approving the fiscal and personnel management agreement with the Texarkana Urban Transportation Study Policy Advisory Board.

Public Hearing:
Council Vote: July 11, 2022

Vashil Fernandez briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

2. Resolution No. 2022-054 adopting the Community Development Block Grant 2022 Program Year Annual Action Plan and authorizing the City Manager to submit said action plan to the U.S. Department of Housing and Urban Development.

Public Hearing: July 11, 2022
Council Vote: July 11, 2022

Vashil Fernandez briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

3. Joint Resolution No. 2022-058 authorizing the City Manager, in conjunction with Texarkana, Arkansas, to reach an agreement with Bird Rides, Inc., to launch a pilot scooter program in Texarkana, USA.

Public Hearing:
Council Vote: July 11, 2022

City Manager Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

4. Ordinance No. 2022-059 granting an amendment to PD-32 (Office) for site plan approval on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land, Lot 5, Wellsford Subdivision, located at 3118 Norton Street. David Boudreaux, owner and Joe Gordy, agent.

Public Hearing: July 11, 2022
Council Vote: July 11, 2022

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

5. Ordinance No. 2022-060 granting a Specific Use Permit to allow the location of a telecommunications tower on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land, Lot 5, Wellsford Subdivision, located at 3118 Norton Street. David Boudreaux, owner, and Joe Gordy, agent.

Public Hearing: July 11, 2022
Council Vote: July 11, 2022

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

6. Ordinance No. 2022-061 approving an amendment to PD-02-13 (General Retail) for site plan approval on Lots 7, and 8, Block 5, Richmond Subdivision 4th, located on the two lots north of 4414 Galleria Oaks Drive. Jennifer Carrillo, owner, and Kayla Wood, MTG Engineers and Surveyors, agent.

Public Hearing: July 11, 2022
Council Vote: July 11, 2022

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

7. Ordinance No. 2022-062 approving an amendment to PD-86-3 (General Retail) for site plan approval on Lot 1 Richmond-Kwik Addition, located at 2903 Richmond Road. Paige Hobbs with American Goods, LLC, owners, and Greg Ryden, Ryden Architecture, agent.

Public Hearing: July 11, 2022
Council Vote: July 11, 2022

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 7/11/2022 6:00 PM**

IX. PUBLIC HEARINGS

There were no public hearings scheduled for this agenda.

X. CITY MANAGER'S REPORT

Budget Advisory Committee Meetings Recap
After the last BAC meeting that took place jointly with the City Council on Tuesday, June 7th, staff is working to finalize the committee's recommendations which so far include: 1) Bond debt issuance of approximately $20 million (CO process to begin in July), 2) Implementation of TWU Water Rate Study (smaller workgroup meeting to be held on Thursday, June 16th), 3) Three percent (3%) raises for non-civil service employees, 4) Insurance changes to better align percentages between employer/employee paid contributions.

Pine Bluff, Arkansas Thank You Letter
The city received a thank you letter from Mayor Shirley Washington regarding the recent visit by her along with city staff. It was a great opportunity to show the progress Texarkana has made as a community especially in the downtown area. A thank you was passed along to everyone who helped make their visit a success.

State Mandated Cyber Security Report
The city received confirmation showing compliance with the state's cyber security training law for FY22, with 100% of users having completed the required training. A big thank you went to Brandon Uselton and the entire IT team for building a training program that far exceeds the state requirements and includes monthly training for all users in the city's system.

Cabinet Level Promotions
Dustin Henslee and Chief Kevin Schutte have been promoted to Assistant City Managers. Each will retain their current role in addition to the ACM duties. Vashil Fernandez and J.W. Bramlett have been promoted to permanent positions within Planning & Community Development and Administrative Services respectively.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Davis said there was a good vendor turnout at the employee health fair held on June 9th.

   Mayor Bruggeman said staff had a great visit with Mayor Shirley Washington, of Pine Bluff, Arkansas, and her city staff. They were very interested in what Texarkana is doing on both sides of state line.

   They toured the Hotel Grim and left excited with some good ideas for their city's downtown area. Mayor Washington said she is looking forward to returning for the Hotel Grim grand opening in the future.

2. City Staff

   Staff had no administrative comments for council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters).

XIII. RECONVENED INTO OPEN SESSION

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:39 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 5/2/2022 4:38 PM

Lead Department: City Manager **Action Officer:** Vicky Coopwood, Assistant City Secretary

Subject: Men's Health Month Proclamation

Attachments

a. Men's Health Month Proclamation (PDF)

PROCLAMATION

Men's Health Month

June 2022

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, COVID-19 variants continue to spread across the country, with the Centers for Disease Control reporting that males are more likely to die from this pandemic; and

Whereas, encouraging safe behaviors including social distancing, wearing masks, and being vaccinated will help stop the spread of COVID-19; and

Whereas, educating the public and health care 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 preventive health care 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 stay connected to their children and maintain a healthy lifestyle are role models for their children and have happier, healthier children; and

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

NOW, THEREFORE, I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, do hereby proclaim June 2022 as:

MEN'S HEALTH MONTH

and encourage **all** citizens to pursue preventative health practices and early detection efforts throughout the year.

Bob Bruggeman, Mayor

Jennifer Evans, TRMC, City Secretary

Attachment: Men's Health Month Proclamation (3683 : Men's Health Month Proclamation)

Version:

Briefing Sheet

Update Date: 6/2/2022 3:41 PM

Lead Department: City Manager **Action Officer:** Vicky Coopwood, Assistant City Secretary

Subject: Texarkana Regional Airport Update - by Paul Mehrlich

Updates/History of Briefing:

(Insert Date Here):
(Insert Text Here) or Select, Delete this and all text with parentheses and say "NOT APPLICABLE"

Executive Summary and Background Information:

Potential Options:

- List or "None"
-

Fiscal Implications:
(Insert Text Here)

Staff Recommendation:
(Insert Text Here)

Advisory Board/Committee Review:
(Advisory Board/Committee Name OR say "NONE")

Board/Committee Recommendation:
(Insert Date Here):
(Insert Text Here or say "NOT APPLICABLE")

Advisory Board/Committee Meeting Date and Minutes:
(Insert Minutes Here) or Select, Delete this and all text in this area and say "NOT APPLICABLE"

Attachments

a. PPT Presentation_AIRPORT_TX Council (PDF)

Texarkana TX City Council

TXK Airport Update

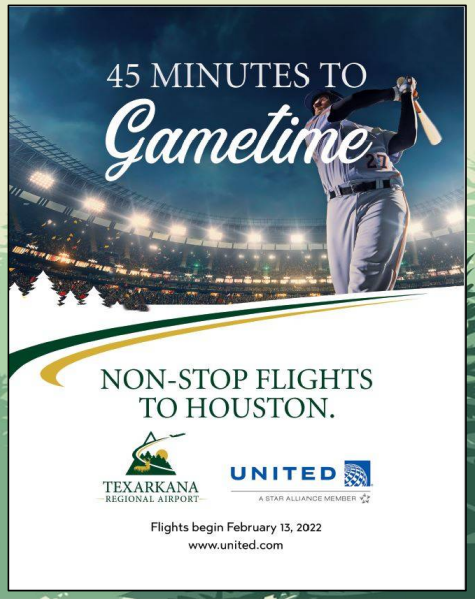
Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

United Airlines

- **United Airlines** has agreed to a **1-year** air service agreement with TXK, which is essentially a **trial period** to determine their longevity at TXK. The **goal** for year 1 is **10,000 enplanements** to keep United Airlines at TXK.
- Flights began **February 13, 2022**, with one daily departure at approximately 7:00 AM CST and arrives back at TXK at approximately 7:00 PM CST.

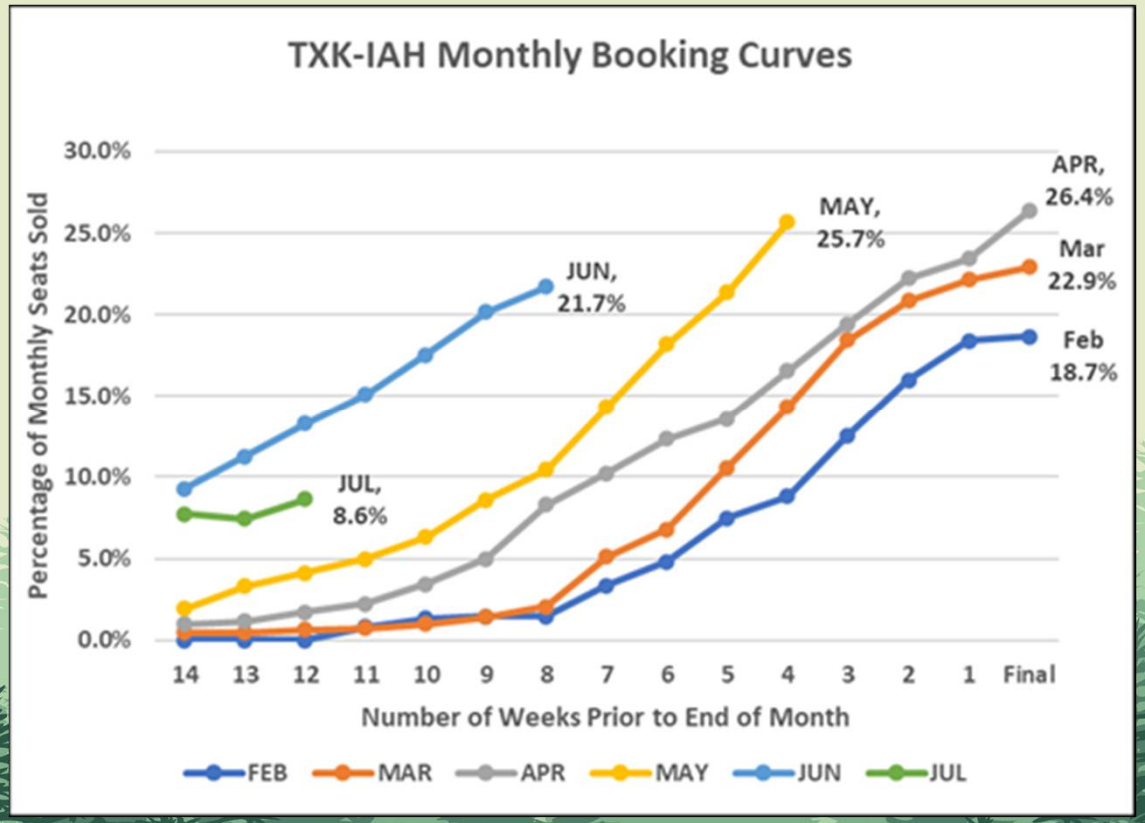
UNITED

A STAR ALLIANCE MEMBER



Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

United Airlines Growth



Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

Our Future

Walkthrough: https://storage.net-fs.com/hosting/6184931/0/index.htm

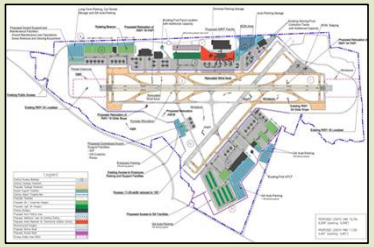
- 40,000 SQ. Ft. Terminal
- Two (2) Enclosed Passenger Boarding Bridges
- Designed For Three Airlines
- Two Concessionaries Spots

Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

Terminal Construction Progress

Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

Our Future



Airport Master Plan

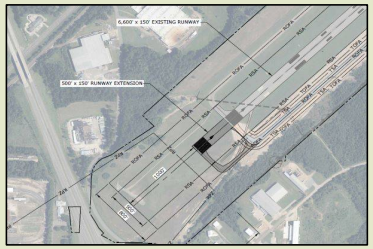
- 20-year Outlook
- Plans Facilities & Infrastructure
- Extensive Public Outreach & Input
- 2-3 Year Process

Real Estate Development

- Aeronautical & Non-Aeronautical Development
- Attract MROs, Manufacturing, Logistics

Attract Low-Cost Carriers

- More Affordable Options For Community
- Leisure Destinations (Destin, Las Vegas etc.)
- Direct To Destination Rather Than Hub & Spoke



Strengthen / Extend Runway

- 7,101' New Distance. Will withstand weight of 757
- Need 8,000 to add 767 Air Cargo Operations
- Opens Airport To Larger Aircraft

Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

Why Choose TXK?

- **The overall trip cost is higher when flying out of surrounding airports than flying directly out of TXK**
- **Below example is Roundtrip TXK to Orlando July 23rd through the 30th (Note: Airfares added 5/6/2022)**

	DFW (Dallas Int'l)	DAL (Dallas Love)	SHV (Shreveport)	LIT (Little Rock)	TXK (Texarkana)
Input Your Airfare	$ 336.00	$ 326.00	$ 605.00	$ 554.00	$ 538.00
Tolls (Per Vehicle)	$ 9.48	$ -	$ -	$ -	$ -
Mileage (Per Vehicle)	$ 231.66	$ 218.79	$ 91.26	$ 168.48	$ 4.80
Travel Time (Per Person)	$ 125.85	$ 111.14	$ 51.08	$ 88.46	$ 6.13
1 Week Parking (Per Vehicle)	$ 38.50	$ 49.00	$ 63.00	$ 56.00	$ 70.00
Total Final Cost	**$ 741.49**	**$ 704.93**	**$ 810.34**	**$ 866.94**	$ 618.93
Roundtrip Mileage to Airport:	396.00	374.00	156.00	288.00	8.20
Roundtrip Hours to Airport:	6.16	5.44	2.50	4.33	0.30
Long-Term Parking Rate:	$ 5.50	$ 7.00	$ 9.00	$ 8.00	$ 10.00

Able To Avoid Parking Fees By Dropping Off

* Mileage based on round-trip distance at $0.585/mile. Travel time is based on round-trip time at $20.43/hour which is the average wage of the Texarkana MSA. Parking rates based budget lot costs for one week.*

Attachment: PPT Presentation_AIRPORT_TX Council (3705 : Texarkana Regional Airport Update)

TEXARKAN
REGIONAL AIRPORT

Thank You!

Questions?

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● MAY 9, 2022

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Dusty Henslee, Kevin Schutte, Sherry Jackson Hawkins, J.W. Bramlett, Keith Beason, Lisa Thompson, Vashil Fernandez, Mashell Daniel, and Kristin Peeples.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER MARY HART

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, June 13, 2022 at 6:00 p.m. (summer schedule)
Monday, July 11, 2022 at 6:00 p.m.

Parks & Recreation Events:

May Events

May 14th	Community Yard Sale	Spring Lake Park
May 14th	Electronics Recycle	Spring Lake Park
May 21st - 22nd	FASA Softball Tournament	Karrh Park
May 21st - 22nd	P2A Baseball Tournament	Spring Lake Park
May 26th	Movies in the Park "Clifford the Big Red Dog"**	Spring Lake Park

June Events

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

June 2nd	Movies in the Park "Dog"**	Spring Lake Park
June 4th - 5th	3V3 Soccer Tournament	Wallace Park
June 6th	Rotary Splash Pad Opens	Spring Lake Park
June 9th	Movies in the Park "Encanto"**	Spring Lake Park
June 9th	Employee/Community Health and Wellness Fair	Southwest Center
June 11th	Dragon Boat Races	Bringle Lake Park
June 11th - 12th	FASA Softball Tournament	Karrh Park
June 13th	Summer Camp Begins	Southwest Center

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

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

IV. PROCLAMATION PRESENTATIONS

Economic Development Week - May 9 - 13, 2022

The Mayor read the proclamation and presented it to Mike Malone, President/CEO of the Texarkana Chamber of Commerce, who supports economic development for the Texarkana region along with Rob Sitterley, President/CEO of AR-TX REDI (Regional Economic Development, Inc.) and city employee Lisa Thompson.

RESULT:	**CLOSE ACTION**

Kids to Parks Day - May 21, 2022

The Mayor read the proclamation and said Robby Robertson and his parks staff do a tremendous job in maintaining the city parks for families of children and grandchildren to come out and enjoy.

RESULT:	**CLOSE ACTION**

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Charles Stokes, a resident of Ward 1, addressed council with concerns about the construction of a telecommunications tower across the street from his property.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

There were no appointments or reappointments made to any board, commission, or committee.

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:21 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on April 25, 2022 at 6:00 PM.

Action Items

2. Resolution No. 2022-034 authorizing the City Manager to execute a contract with HUB International, Texas of Dallas, Texas, in an amount not to exceed $50,000, with funds budgeted in the Employee Benefits Fund (Fund 702), to provide consulting services for insurance benefits provided to City employees.

   Public Hearing:
   Council Vote: May 9, 2022

   J.W. Bramlett introduced Brandon Wilson, of HUB International, Texas, who presented himself for questions related to this agenda item.
   (6:23 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Christie Page, Ward 4
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

3. Resolution No. 2022-046 nominating Brim Healthcare of Texas, LLC for the Texas Enterprise Zone Program.

   Public Hearing:
   Council Vote: May 9, 2022

   Lisa Thompson briefed this agenda item. Council Member Harp made a motion to amend this resolution by adding a statement and creating a Section 3.
   (6:26 p.m.)

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

RESULT:	**ADOPTED AS AMENDED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VIII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.074 (Personnel Matters) to discuss or deliberate the reappointment of Sherry L. Jackson, J.D., as City Judge of the City's Municipal Court of Record and amending Judge Jackson's Compensation Agreement.

IX. RECONVENED INTO OPEN SESSION

1. Ordinance No. 2022-044 reappointing the Municipal Judge, Sherry L. Jackson, J.D., and approving a two-year compensation agreement.

   Public Hearing:
   Council Vote: May 9, 2022

   Mayor Bruggeman said, on behalf of the council, Judge Jackson does a remarkable job representing the city's court system and is appreciated for everything she does. Judge Jackson thanked the council for reappointing her to another two-year term.
   (6:46 p.m.)

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

X. FIRST BRIEFINGS

1. Resolution No. 2022-043 naming the new bridge over Wagner Creek on Gibson Lane as the "Officer Jason Sprague Memorial Bridge".

   Public Hearing:
   Council Vote: June 13, 2022

   Kevin Schutte briefed this agenda item.

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

RESULT:	**MOVED FORWARD**	**Next: 6/13/2022 6:00 PM**

XI. PUBLIC HEARINGS

1. Ordinance No. 2022-036 granting a Specific Use Permit to allow the location of a single-wide HUD code manufactured home on Lots 1, and 2, Block 2, Grandview Addition, located at the southwest corner Findley Street and McBride Street. Curtis Murray, owner.

   Public Hearing: May 9, 2022
   Council Vote: May 9, 2022

   There were no public comments made at this hearing.
   (6:52 p.m.)

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

2. Ordinance No. 2022-037 granting a Specific Use Permit to allow the location of a daycare on an approximate 2.58-acre tract of land (being Tract 3), Chancellor Beach HRS, A-731, located at 3700 North Robison Road. Christine Boulton, owner.

   Public Hearing: May 9, 2022
   Council Vote: May 9, 2022

   There were no public comments made at this hearing.
   (6:54 p.m.)

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

3. Ordinance No. 2022-038 granting an amendment to PD-20-6(GR) for site plan approval on Lot 1, Block 1, Richmond Moores Subdivision, located at 5605 Richmond Road. Kirk Patton, PHRMG Developers, owners, and Marcus Foran, Agent.

   Public Hearing: May 9, 2022
   Council Vote: May 9, 2022

   There were no public comments made at this hearing.
   (6:55 p.m.)

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

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

4. Ordinance No. 2022-039 rezoning Lots 11 and 12, Block 5, Watts Addition, located at 1324 Bowie Street from Two Family-1 to Commercial. Thomas Turner, owner and Jerry Johnson, agent.

   Public Hearing: May 9, 2022
   Council Vote: May 9, 2022

   Jerry Johnson thanked the council for considering her proposal which gives her the opportunity to provide a food truck park in the city.
   (7:01 p.m.)

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

XII. CITY MANAGER'S REPORT

TWU Executive Director Named
After a search and review of applicants for the position, Gary Smith, P.E., has been named the lone finalist for the Texarkana Water Utilities Executive Director position by both city managers.

Texarkana Farmers' Market open Saturday, May 14th, at the Federal Courthouse & Post Office
The Texarkana Farmers' Market vendors kicked off their market season a few Saturdays ago at a new location, the U.S. Federal Courthouse & Post Office in downtown. All were encouraged to stop by to support local farmers and vendors from 7:00 a.m. until items sell out.

Public Art Spring Bike Tours
Downtown bike tours are happening each Friday, for the next few weeks, beginning at 5:30 p.m. at the Museum of Regional History. This program is in partnership with the Texarkana Arts & Historic District and funded by Union Pacific Railroad with free appetizers at Pecan Point.

TEXAR Presents: Local Bands, Brews & Bites on Thursday, May 19th from 7:00 - 9:00 p.m. in front of the Perot Theatre.

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

The first concert series for TEXAR's Local Bands, Brews & Bites is scheduled for Thursday, May 19th from 7:00 - 9:00 p.m. in front of the Perot Theatre. Bring a lawn chair and enjoy free live music on Main Street.

Dale Carnegie Award
J.W. Bramlett, of the Administrative Services Department, was congratulated for receiving a "Human Relations" award from the Dale Carnegie course he recently completed.

XIII. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no administrative comments for staff.

2. City Staff

   Staff had no administrative comments for council.

XIV. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 (Consultation with Attorney) and Section 551.074 (Personnel Matters).

XV. RECONVENED INTO OPEN SESSION

XVI. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:54 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of May 9, 2022 6:00 PM (Consent Items)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MAY 25, 2022

Council Chambers | **Budget Workshop Meeting** | **10:00 AM**

220 TEXAS BLVD., TEXARKANA, TX 75501

I. CALL TO ORDER

City Council	Budget Advisory Committee	City Staff
Mayor Bob Bruggeman (Present)	Van Alexander (Present)	City Manager David Orr
Ward 1 - Jean Matlock (Present)	Derrick McGary (Absent)	Jennifer Evans
Ward 2 - Mary Hart (Absent)	Carolyn Nance (Present)	Gary Smith
Ward 3 - Betty Williams (Present)	Larry White (Present)	Kristin Peeples
Ward 4 - Christie Page (Absent)	Pam Hamilton (Present)	Brandon Uselton
Ward 5 - Bill Harp (Present)	Kelly Mitchell (Present)	Tricia Briggs
Ward 6 - Jay Davis (Present)	Steve Mayo (Present)	Dusty Henslee

II. WELCOME & OPENING COMMENTS

Chairperson Van Alexander welcomed everyone to the meeting and gave the floor to City Manager Orr to introduce the first presentation.

III. TEXARKANA WATER UTILITIES - BY GARY SMITH

Gary Smith shared a presentation discussing water and sewer improvements such as replacing deteriorated mains, sewer pipes, installing more generators for current lift stations, and looping dead end mains.

The water rate study was conducted to help gauge the cost of future capital projects. It also addresses eliminating the use of fund balance to cover costs and outlines a way to build up a reserve of 60 days of healthy fund balance.

IV. WATER RATE STUDY - BY NEWGEN STRATEGIES & SOLUTIONS

Chris Ekrut discussed the water rate study and its focus on some key issues. He addressed complex industry challenges including rising costs, aging infrastructure, and customer affordability. Water and wastewater rates at current levels are projected to be insufficient to fund current operations and required capital improvements. Without some level of increase, the utilities are projected to not meet their combined revenue requirement. Also, $75.5 million in capital improvements are proposed over the next four years.

Reinvestment must be made back into the utility company to meet the demands of customer service . The last rate increase was in January 2019. Rate increases are proposed in the water rate study for an effective date of October 2022.

Minutes Acceptance: Minutes of May 25, 2022 10:00 AM (Consent Items)

V. ITEM FOR DISCUSSION: PROPOSED FY 2023 CITY BUDGET

Kristin Peeples presentation provided revenue projections, no-new revenue and voter-approval tax rate calculation, three different debt issuance options for capital expenditures, personnel costs, and anticipated American Rescue Plan funds.

The remaining balance of the American Rescue Plan funds, expected in the summer of 2022, would allow staff to proceed with the one-time use of fund balance expenditures proposed last year. City Manager Orr said the next joint meeting would discuss the water rate study updates and bonding for the tax rate.

FY 2023 Budget Presentation Document

RESULT:	**CLOSE ACTION**

VI. CLOSING COMMENTS

Mr. Alexander thanked everyone for coming to the meeting. The date for the next joint meeting with the Budget Advisory Committee was set for Tuesday, June 7th at 10:00 a.m.

VII. ADJOURNMENT

The meeting adjourned at 11:01 a.m.

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of May 25, 2022 10:00 AM (Consent Items)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JUNE 7, 2022

Council Chambers | **Budget Workshop Meeting** | **10:00 AM**

220 TEXAS BLVD., TEXARKANA, TX 75501

I. CALL TO ORDER

City Council	Budget Advisory Committee	City Staff
Mayor Bob Bruggeman (Present)	Van Alexander (Present)	City Manager David Orr
Ward 1 - Jean Matlock (Present)	Derrick McGary (Absent)	Jennifer Evans
Ward 2 - Mary Hart (Present)	Carolyn Nance (Present)	Gary Smith
Ward 3 - Betty Williams (Present)	Larry White (Absent)	Kristin Peeples
Ward 4 - Christie Page (Absent)	Pam Hamilton (Present)	Brandon Uselton
Ward 5 - Bill Harp (Present)	Kelly Mitchell (Present)	Tricia Briggs
Ward 6 - Jay Davis (Present)	Steve Mayo (Absent)	Dusty Henslee
		J.W. Bramlett

II. WELCOME AND OPENING COMMENTS

Chairperson Van Alexander welcomed everyone to the meeting and gave the floor to City Manager Orr to introduce Chris Ekrut, of NewGen Strategies and Solutions, who joined the meeting via the Zoom video conferencing platform.

III. ITEM FOR DISCUSSION: PROPOSED FY 2023 CITY BUDGET

The Budget Advisory Committee met with the City Council to discuss the 2023 fiscal year's budget which becomes effective October 1, 2022. Topics included a water rate study update, proposed capital improvement plan projects, and adjustments to employee health insurance and compensation.

IV. WATER RATE STUDY PRESENTATION UPDATE - GARY SMITH & NEWGEN STRATEGIES

Mr. Ekrut provided an update related to questions that were asked during the previous budget advisory committee meeting, held on May 25th, that discussed the water rate study.

This presentation addressed a 10-year rate plan developed using city guidance, Riverbend considered as a stand-alone revenue/expense factor, and calculated customer cost per thousand gallons of water and sewer service, with and without capital improvement plan project dollars.

Council Member Matlock expressed concern for the impact that a water bill of almost $100 would have on citizens living on fixed incomes.

Minutes Acceptance: Minutes of Jun 7, 2022 10:00 AM (Consent Items)

Council Member Hart asked about the increase shown in the garbage rate compared to the manner of collection currently. City Manager Orr said the Waste Management fee is built around the contract which includes CPI adjustments and fuel costs, however, the issues surrounding collection of trash can be followed-up with Waste Management.

Council Member Harp asked Gary Smith if there is a prioritization of capital improvement water projects that need more attention than other projects that can be put off until later. Mr. Smith said, yes, he tried to prepare the list according to the year the project needed to be completed.

Mr. Smith also said he would provide more clarification for any unanswered questions from this meeting.

V. PROPOSED CAPITAL IMPROVEMENT PLAN UPDATE - DAVID ORR

After reviewing the Capital Improvement Projects (CIP) list showing initial street selections per ward, Council Member Matlock addressed the constant temporary patching of potholes in Ward 1 that do not hold when the next rain comes. It seems to not be a good use of funds with the continual expense and labor for re-patching potholes. She also mentioned calls she received from citizens in the Sunset area of town where the streets are very narrow. It seems that the city has not made any improvements in that part of Texarkana in several years.

City Manager Orr responded more attention is being given to street maintenance under the 20-year certificate of obligation plan. The updated CIP list will address a lot of street areas where staff receives the most complaints. He said staff would look into the issues raised regarding street maintenance. He also said there is always more needs than available funding, but the city has made progress over the last few years to increase the amount of dollars used for street maintenance.

Dusty Henslee said there is some flexibility within the list of projects. The city is looking at about five to six years to complete a list as the one proposed.

Capital Improvement Projects

RESULT:	**CLOSE ACTION**

VI. HEALTH INSURANCE AND COMPENSATION - J.W. BRAMLETT

J.W. Bramlett's presentation highlighted a review of employee health insurance claims, results of moving from a health reimbursement arrangement to a health savings account, a three-year transition of a premium contribution at 95% for an employee and 65% for dependents. It also outlined compensation adjustments, as the city's current pay grades are below the market by more than 5% for 72% of certain job classes or position titles.

The compensation plan is to apply a 3% market increase to all non-civil service general fund salaries and then further adjust employees below the proposed minimum up to the minimum market standard of the new pay scale.

Minutes Acceptance: Minutes of Jun 7, 2022 10:00 AM (Consent Items)

Pam Hamilton, representing Council Member Page, said her concern was if the city brings a five-year employee up to the minimum market rate and then hires an employee with less experience at the same minimum salary, where is the value to the long-standing employee. Council Member Harp said he felt the proposed minimum, midpoint, and maximum pay scale structure would allow the city flexibility within compensation parameters in such a scenario.

Council Member Matlock asked, based on the new pay scale structure, what standard would be established so an employee would know how to grow and advance from one level to the next. She also said it would be nice to see staff diversity within City Hall when she comes to visit.

City Manager Orr said automatic step raises were not built into the budget that the city can afford. Staff has not yet worked out how employees will advance with the new pay scale structure, but that will be part of the process moving forward.

Insurance and Compensation Presentation

RESULT:	**CLOSE ACTION**

VII. DISCUSSION OF BUDGET RECOMMENDATIONS - VAN ALEXANDER

After listening to various inputs by committee members, Mr. Alexander made the following recommendations on behalf of the Budget Advisory Committee:

1. Proceed with the 20 year Certificates of Obligation for proposed capital expenditures.

2. Approve a three percent (3%) increase for non-civil service personnel and continue to improve funding for future staff pay raises.

3. Continue with the water rate study and have the study on a regular council review schedule, like every five years.

4. Implement the three-year transition of employee insurance premium contributions, 95% for an employee and 65% for dependents.

5. Confirm Kelly Mitchell to be the liaison working with NewGen Strategies on the current water rate study.

Council Members Matlock and Davis and Carolyn Nance, representing Council Member Hart, all expressed interest in learning more about water issues facing Texarkana and the region and in attending future meetings.

VIII. ADJOURNMENT

On behalf of the budget advisory committee, Mr. Alexander thanked staff for providing all budget information requested and for answering the committee's questions.

Minutes Acceptance: Minutes of Jun 7, 2022 10:00 AM (Consent Items)

Mayor Bruggeman thanked the committee members for volunteering their time to review the city's upcoming fiscal year budget and make recommendations for the council to consider.

The meeting adjourned at 11:32 a.m.

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Jun 7, 2022 10:00 AM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/8/2022 4:14 PM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Manager

Subject: Resolution No. 2022-047 approving an interlocal fiber optic network agreement with Texarkana College.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

An agreement between the City of Texarkana Texas and Texarkana College where The City of Texarkana provides Fiber Optic connectivity and support, with Texarkana College paying for supplies and labor.

Potential Options:

None

Fiscal Implications:

None, all costs reimbursed by Texarkana College

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. 2022-047 RES City College fiber interlocal (jcl rev) (DOCX)
b. 2022-047 EXH 'A' Fiber Optic Network Agreement with TC (Version 2) (DOCX)
c. 2022-047 Goals & Perspectives (DOCX)

d. 2022-047 RES Fiber Agrmt w TC signed (PDF)

Staff Coordination

Information Technology	Completed	Brandon Uselton 06/06/2022 9:23 AM	Department Head Review	
TWU Finance 10:14 AM	Tricia Briggs	Review	Completed	06/06/2022
TWU Finance 9:31 AM	Brandon Uselton	TWU Finance Review	Skipped	06/06/2022
Water Utilities 10:32 AM	Gary Smith	Review	Completed	06/06/2022
City Manager 3:08 PM	David Orr	City Manager Review	Completed	06/09/2022
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	06/13/2022

Meeting History

RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TEXARKANA COLLEGE FOR UTILIZATION OF THE CITY'S FIBER OPTIC NETWORK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperative agreements between governmental entities; and

WHEREAS, performance of the respective governmental functions of the City of Texarkana, Texas, (the City) and Texarkana College utilizes and relies upon high-speed data transmission capability via fiber optic cable; and

WHEREAS, the City and Texarkana College intend to enter into a "Fiber Optic Network Usage Agreement", attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes, to conserve the public's resources, avoid duplication of services, and maximize operational efficiency by formalizing a framework for the purchase, installation, and maintenance of a fiber optic network owned by the City and utilized by Texarkana College that will separately link the various facilities of both the City and Texarkana College.

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

SECTION 1: The City Council approves the "Fiber Optic Network Usage Agreement" attached hereto as **Exhibit "A"**. The City Manager is hereby authorized to execute said agreement on behalf of the City.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-047 RES City College fiber interlocal (jcl rev) (3695 : 2022-047 RES Interlocal Fiber Agreement with Texarkana College)

FIBER OPTIC NETWORK USAGE AGREEMENT

The FIBER OPTIC NETWORK USAGE Agreement states the City of Texarkana's fiber optic network usage policy in which each joining entity must accept and adhere to.

I. CONTRACTING PARTIES:

Receiving Agency: Texarkana College (TC) Providing

Agency: City ofTexarkana, TX dba TWU

II. STATEMENT OF OWNERSHIP, ACCESS AND USAGE:

The City ofTexarkana (dba TWU) fiber optic network access and usage is strictly limited to governmental agencies, public school districts and higher educational institutes; no for-profit entity will be allowed to operate/conduct business on the network.
TWU owns and maintains all *outside plantfiber optics*.*
TC maintains usage rights to their assigned fiber optic strands.

III. STATEMENT OF OBJECTIVE AND SERVICES:

TC and TWU are entering into a working coalition to provide fiber optic connectivity to TC identified facilities. TWU will add fiber optic connectivity to City facilities that are in close proximity ofthe proposed fiber optic routes. TC will be assigned the agreed upon number of fiber optic strands per route.

IV. CONTRACT AMOUNT:

TC will be responsible to pay TWU for all associated cost involving the installation, maintenance and repair ofthe outside plant fiber optics. TC will be billed for labor in 15-minute increments, at the rate of $85 per hour per team. A team consists of two individual technicians.

V. TERMINATION:

This Agreement may be terminated at any time by TC or TWU, with or without cause, upon one hundred and eighty (180) days written notice to the other party. Upon termination, access to the outside plant fiber optic network will be removed from all TC locations.

***** = *"Outside plantfiber optics"* refers to all fiber optic related materials, which include but not Limited to fiber optic cabling, termination supplies, pole hardware and permits.

The undersigned parties bind themselves to the faithful performance of this contract.

PROVIDING AGENCY	**RECEIVING AGENCY**
City of Texarkana, TX dba TWU	Texarkana College (TC)
_____	_____
City Manager, City of Texarkana	President, Texarkana College
_____	_____
Date	Date

Attachment: 2022-047 EXH 'A' Fiber Optic Network Agreement with TC (Version 2) (3695 : 2022-047 RES Interlocal Fiber Agreement with

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-047 Goals & Perspectives (3695 : 2022-047 RES Interlocal Fiber Agreement with Texarkana College)

RESOLUTION NO. 2022-047

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AN INTERLOCAL AGREEMENT WITH TEXARKANA COLLEGE FOR UTILIZATION OF THE CITY'S FIBER OPTIC NETWORK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Chapter 791 of the Texas Government Code authorizes interlocal cooperative agreements between governmental entities; and

WHEREAS, performance of the respective governmental functions of the City of Texarkana, Texas, (the City) and Texarkana College utilizes and relies upon high-speed data transmission capability via fiber optic cable; and

WHEREAS, the City and Texarkana College intend to enter into a "Fiber Optic Network Usage Agreement", attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes, to conserve the public's resources, avoid duplication of services, and maximize operational efficiency by formalizing a framework for the purchase, installation, and maintenance of a fiber optic network owned by the City and utilized by Texarkana College that will separately link the various facilities of both the City and Texarkana College.

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

SECTION 1: The City Council approves the "Fiber Optic Network Usage Agreement" attached hereto as **Exhibit "A"**. The City Manager is hereby authorized to execute said agreement on behalf of the City.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55 p.m.

Attachment: 2022-047 RES Fiber Agrmt w TC signed (3695 : 2022-047 RES Interlocal Fiber Agreement with Texarkana College)

FIBER OPTIC NETWORK USAGE AGREEMENT

The FIBER OPTIC NETWORK USAGE Agreement states the City of Texarkana's fiber optic network usage policy in which each joining entity must accept and adhere to.

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Receiving Agency: Texarkana College (TC) Providing

Agency: City ofTexarkana, TX dba TWU

II. STATEMENT OF OWNERSHIP, ACCESS AND USAGE:

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* = *"Outside plantfiber optics"* refers to all fiber optic related materials, which include but not Limited to fiber optic cabling, termination supplies, pole hardware and permits.

The undersigned parties bind themselves to the faithful performance of this contract.

PROVIDING AGENCY

City of Texarkana, TX dba TWU

City Manager, City of Texarkana

6/15/22
Date

RECEIVING AGENCY

Texarkana College (TC)

President, Texarkana College

6/24/22
Date

Attachment: 2022-047 RES Fiber Agrmt w TC signed (3695 : 2022-047 RES Interlocal Fiber Agreement with Texarkana College)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/3/2022 8:28 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Manager

Subject: Resolution No. 2022-049 approving recommended revisions to the Employee Handbook involving the use of technology.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

An update of the Employee Handbook that removes Section 7.02 Electronic Communications and Systems Access Use and replaces it with Appendix C, Technology Use Agreement to better align City policy with industry recognized best practices in an effort to better secure the City's technology environment and to identify for City employees what is and is not acceptable use of City technology.

Potential Options:

- None
-

Fiscal Implications:

NONE

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-049 RES Revisions to Employee Handbook (DOCX)

b. 2022-049 RES EXH 'A' City_Of_Texarkana_TechnologyUsePolicy FINAL (PDF)
c. 2022-049 Goals & Perspectives (DOCX)
d. 2022-049 RES Rev. to Empl. Hndbk Technology signed (PDF)

Staff Coordination

Information Technology	Completed	Brandon Uselton 05/26/2022 4:01 PM	Department Head Review	
Water Utilities	Gary Smith	Review	Completed	05/26/2022 4:39 PM
Human Resources	J.W. Bramlett	Review	Completed	05/26/2022 5:11 PM
City Manager	David Orr	City Manager Review	Completed	06/01/2022 9:15 AM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022 – 049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING RECOMMENDED REVISIONS TO THE EMPLOYEE HANDBOOK REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Employee Handbook has been formulated by the Administrative Services Director as part of a comprehensive review and revision of policy related to employment, personnel actions, leave, compensation, benefits, conduct, and work environment; and

WHEREAS, an employee evaluation committee representing the Police, Fire, Health, Public Works, Parks, Fleet, Water, and Finance departments participated in a review of the existing policy documents approved by the City Council, in 2015, submitted by the Human Resources Director; and

WHEREAS, the addendum was reviewed by senior City leadership, which included the City Manager, the Administrative Services Director, the Executive Director of the Texarkana Water Utilities which houses Information Technology, and the City Attorney; and

WHEREAS, in the completed Employee Handbook**,** Section 7.02 Electronic Communications and Systems Access Use has been removed from the Employee Handbook; and

WHEREAS, Section 7.02 of the Employee Handbook Electronic Communications and Systems Access Use has been replaced with the Technology Use Policy **(Exhibit "A")** which is labeled as Appendix C: Technology Use Policy.

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

SECTION1: The recommended revisions to the Employee Handbook are hereby approved and adopted in their entirety to be read as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference.

SECTION 2: This resolution shall be in full force and effect on June 27, 2022.

PASSED AND APPROVED in Regular Council Session on this **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-049 RES Revisions to Employee Handbook (3697 : 2022-049 RES Approving Revisions to the Employee Handbook)

City of Texarkana
Technology Use Policy

Attachment: 2022-049 RES EXH 'A' City_Of_Texarkana_TechnologyUsePolicy FINAL (3697 : 2022-049 RES Approving Revisions to the

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1 AUTHORITY

The authority for this Technology Use Policy is grounded in the Employee Handbook and Personnel Policy, as approved by the City Council of the City of Texarkana Texas and the Employee Handbook as approved Board of Directors for the City of Texarkana Arkansas. **For the City of Texarkana Arkansas, To the extent the terms of this policy are in conflict with the terms of the any Personnel Policy or Employee Handbook applicable to any employee, the terms of the applicable Personnel Policy or Employee Handbook shall control.**

2 VERSION CONTROL

Date	Changed By	Description	Version
11/10/2021	Tammy West	Initial Document/Draft	0.01
11/12/2021	Brandon Uselton	Significant edits	0.02
12/6/2021	Jeremy Lacey	Review and recommendations	0.03
1/10/2022	Brandon Uselton	Significant edits	0.04
4/19/2022	Brandon Uselton	Submission to City Council	0.05

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4 DEFINITIONS

- City – Represents the City of Texarkana Texas; The City of Texarkana Arkansas; the Texarkana Water Utilities.
- City Business - Any action, work, or function authorized to perform by any person on behalf of the City or in connection with conducting or transacting business for or with the City. City business includes any one or more of the following activities: (i) transacting or engaging in any official business for the City of Texarkana Texas, City of Texarkana Arkansas, Texarkana Water Utilities, (ii) connecting to the City's IT resources to read or send email, access and view Intranet web resources, perform system and administrative functions, and download or store City information; and (iii) performing work where the City's Information may be created, transmitted, or stored on a City-owned mobile device.

- City Employee - Any person who receives compensation as an employee of the City, including interns, temporary employees, and other personnel, regardless of civil service status, classification, contract employee status, pay grade, or full-time or part-time status.

- City Official – a City Employee, elected position of City Government, or appointee to a commission or committee.

- City Information - Any Electronically Stored Information (ESI) that is written, created, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of City business, including any Sensitive Information or Confidential Information, and any data or information created on, stored on, residing in, processed by, transmitted to, received by, maintained by, or accessed using the City's IT resources, including City-owned mobile devices. City information also includes any public information in electronic form.

- City-owned Mobile Device - Any mobile device or wireless communication device provided by, owned by, or wholly paid for by the City.

- City IT Resources - Any IT resource or a collection of IT resources that are used, owned, leased, operated, managed, controlled by, or in the custody of the City. City IT resources includes software that the City purchases, licenses, subscribes to, installs, or develops; City-owned mobile devices; City-published websites and software; IT resources the City provides to users to facilitate accomplishing City business. IT resources includes all systems, hardware, software, equipment, supporting infrastructure, and the data contained in, stored on, or processed by any of these resources, including computers, websites and FTP sites, databases, applications, apps, mobile devices, storage media, printers, scanners, fax machines, telecommunications equipment and devices, voice and data systems, Internet, Intranet, email, social networking, user and network accounts, and all associated processes, services, and data.

- Confidential Information - Any information defined by law as confidential, including Sensitive Information and information that is exempt from public disclosure.

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- Contractor – any worker, individual, or organization that is contracted, hired, or paid to do a specific job, role, or function for the City.

- Discovery - Refers to the process of identifying, locating, collecting, reviewing, and producing ESI, documents, and data for use in the context of the legal process, such as in litigation or responding to subpoenas or investigations.

- Electronically Stored Information (ESI) - Any information, document, file, or data that is in electronic form or that is created, received, maintained, stored, or residing on any IT resource, removable media, or mobile device. ESI includes documents, correspondence, emails, calendar entries, notes, metadata, spreadsheets, databases, video and audio files, images, text messages, instant messages, messages transmitted using systems proprietary to the mobile device manufacturer (e.g. iMessage or Blackberry messenger), voicemails, logs, blogs and microblogs, browser history, cached files, audit trails, web pages, and other similar electronic information. ESI also includes any information stored in or accessible through a computer or other information retrieval system or device, including any database, ESI contained in the database and machine-readable materials.

- Encryption - Refers to the translation of data into a secret code to achieve data security. Access to a secret key or password is necessary to read or decrypt an encrypted file.

- Jailbroken Devices - A device which has been tampered with or modified such that limitations imposed by the device manufacturer have been removed.

- Law(s) - Refers collectively to all laws, statutes, ordinances, rules, regulations, policies, and other types of local, state, and national law and regulations.

- Malware - Any software, application, program, email, or other data or code that is designed to cause harm to an IT resource or to violate any law in any way. Malware includes a variety of hostile, intrusive, or annoying software or program code, such as viruses, worms, Trojan horses, rootkits, and spyware.

- Mobile Device - Any device that can be carried by a person or is generally intended to be portable and the device is capable of containing or storing data, even temporarily. Mobile devices includes portable computers, laptops, notepads, tablet PCs, tablets, smartphones, wireless communication devices, cell phones, pagers, personal digital assistants ("PDAs"), Blackberry© devices, Bluetooth© devices, digital cameras, removable media, and any other similar portable computing and/or communication devices. Unless otherwise specifically stated, all references in this policy to mobile devices, regardless of ownership, refers to mobile devices that are used, in whole or in part, in connection with conducting City business, including mobile devices that are used to access City information or City IT resources, or mobile devices on which City information is maintained, stored, or resides.

- Mobile Device Management (MDM) - Software or other technology systems that manage the security controls, certain functionality, and connectivity of mobile devices attempting to connect to the City's IT

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resources. MDM software enables the City to enforce policies and to configure, secure, monitor, and remotely wipe mobile devices.

- Monitoring Efforts - Has the meaning defined in Section 10 of this policy.

- Network - Refers to the sub-category of IT resources, whether wired or wireless, that are linked together to facilitate a connection, communication, exchange, or sharing among or between users or other IT resources. Network includes telecommunications equipment and other connections to or between the Internet, Intranet, or other computers, workstations, and IT resources.

- Peer-to-Peer (P2P) Communications - Networks, systems, applications, or IT resources that allow users connected to the Internet to link or share their computers with another user's computer or to transform the user's computer into a server for the purpose of finding, sharing, uploading, downloading, or retrieving files.

- Personal or Personally - When used in connection with any IT resource, mobile device, or software, "personal" or "personally" refers to any IT resource, mobile device, user account, or software paid for (whether in whole or in part), owned, leased, or issued by any person or entity other than the City, third-party tools, websites, or apps designed for sharing, collaboration, or storage such as Dropbox©.

- Public-Facing Resource - The City's web pages, social media sites, and City IT resources that the City intends for the general public to access or use or computers provided by the City at locations where payments due to the City are accepted.

- Removable Media - Any storage media or device, which can be removed from its reader device, conferring portability to the data the storage media device carries. Removable media includes CDs, DVDs, thumb drives, USB drives, external hard drives, memory cards or sticks, diskettes, tapes, and other similar devices.

- Remote Access - The ability to get access to a physical City IT resource from a remote distance or non-City location, including through the use of a modem, virtual private network (VPN), or wireless activity.

- Sensitive Information - Information deemed by the City or by law to be sensitive in nature and merits limited access and special precautions to protect the information from inappropriate or unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be public, confidential, or personally identifiable information. Sensitive Information may include credit card numbers, social security numbers, driver's license numbers, date and place of birth, financial information, criminal or employment history, sensitive security information as defined by 49 C.F.R. §1520.5, as amended from time to time, protected health information, information that would violate an individual's privacy rights if disclosed, and information protected by non-disclosure obligations.

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- Tablet - Refers to an open-face wireless device or other wireless communication device with a touchscreen display and without physical keyboards. Examples of tablets include iPads, Kindles, Nooks, Samsung Galaxies, Microsoft Surfaces, HP ElitePads, and e-readers.

- User - Any person who is granted access, accesses, uses, or connects to City IT resources to transact City business. User also includes a person who is granted access, accesses, uses, or connects to a public-facing resource to transact City business or to connect to or access City IT resources or City information. User includes all City employees, City officials, Mayoral appointees (boards, commissions, and authorities), vendors, contractors, independent contractors, consultants, volunteers, and their guests who access, use, or connect to City IT resources in connection with conducting City business.

- User ID - The unique username, log-in, or other identifier used to identify a user and to allow access to an IT resource.

5 PURPOSE

5.1 This document establishes a City-wide policy for appropriate use, access, and maintenance of the integrity of City information and City information technology (IT) resources, regardless of the physical location of the resource and information.

6 BACKGROUND

6.1 The City is the trusted custodian of employee, citizen, government, and business information. The City protects and ensures the confidentiality, integrity, and availability of all its information and IT resources, regardless of how they are created, distributed, or stored.

6.2 The City implemented security controls to protect all information assets (including hardware, systems, software, and data) and to ensure compliance with all laws.

7 OBJECTIVES

7.1 To maintain compliance with applicable laws governing City information and the City IT resources on which City information resides or is stored.

7.2 To ensure that access to, and use of, City information and City IT resources complies with applicable laws or City policy, such as laws pertaining to sensitive information.

7.3 To safeguard the confidentiality, integrity, and availability of City information and City IT resources, through the establishment of reasonable physical and technological security measures, policies, and standards.

7.4 To establish policies and standards regarding the protection and sanitization of City information, including Sensitive Information that resides or may reside on any City IT resource or City-owned mobile device. This includes any personal device which may contain City owned information.

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7.5 To manage and minimize risks and liabilities to the City, the City's employees, and citizens, which could result from theft, damage, loss, and improper or unauthorized use or disclosure of City information and City IT resources.

7.6 To provide examples of acceptable and prohibited uses and activities involving City information and City IT resources.

7.7 To inform users of their responsibilities involving City information and City IT resources and to manage users' privacy expectations when using City IT resources or creating, storing, or accessing City information.

8 SCOPE

8.1 All City departments and divisions are required to adhere to this policy.

8.2 This policy applies to any party who is granted access, accesses, uses, or connects to City IT resources to conduct City business.

8.3 This policy applies to all of the following persons who use City IT resources to conduct City business: City employees, City officials, Mayoral appointees (boards, commissions, and authorities), vendors, contractors, independent contractors, consultants, interns, temporary employees, volunteers, users, or their guests.

8.4 This policy governs user conduct in connection with engaging in City business regardless of where it occurs, whether through network connections, wireless connections, or remote access.

8.5 This policy governs all City information, regardless of where it exists, resides, is stored, accessed, processed, or maintained.

8.6 This policy does not list all forms of acceptable and unacceptable uses or activities, nor does it detail all the standards applicable to each subpart contained herein. Use of and access to City information and City IT resources is a privilege, not a right. The City may revoke or limit this privilege at any time which may result in conditions that jeopardize the user's ability to perform required work functions and disciplinary actions. Users are responsible for and expected to use good judgment and reasonable care in protecting and accessing City information and City IT resources. Users are responsible for accessing and using all City information and City IT resources in a safe, ethical, professional, and lawful manner.

8.7 This policy covers the following areas:

Acceptable Use
Internet and Email Communications
Software License Compliance

9 USER PRIVACY

9.1 All City information and City IT resources are the property of the City, including all City information created or generated by, accessed from, backed up, or stored on City-owned mobile devices and personal IT resources.

9.2 Users have no expectation of privacy, confidentiality, or anonymity while using or accessing City IT resources and City information unless the information regarding the user's activities or identity is specifically protected by law from disclosure and then only to the extent of that legal protection. The City's provision of IT resources and requirements to use a user ID and password do not imply any expectation of privacy, confidentiality, or anonymity for the user nor do they imply an exclusion from monitoring efforts.

9.3 There should be no expectation of privacy, anonymity, or confidentiality regarding any of the user's activities and the data below, which data remains the property of the City:

9.3.1 User's access to City information or use of City IT resources, including City-owned mobile devices;

9.3.2 Any data and ESI that users generate, create, store, send, forward, backup, or receive in connection with conducting City business or using City IT resources; and

9.3.3 Any files, emails, or other ESI maintained by, generated by, or stored on City IT resources and City-owned mobile devices.

9.4 The City may, at its discretion, conduct monitoring efforts in furtherance of any lawful purpose at any time and without further notice to the user. The City may, at its discretion or as otherwise required by law, disclose information, which may include identification information about the user, to appropriate third parties, including law enforcement officials.

10 MONITORING

10.1 In accordance with City policies and applicable laws, the City has the right to and may, at any time, research, monitor, collect, log, audit, inspect, intercept, record, read, search, seize, and copy all aspects of City information and City IT resources, without any further notice to users (collectively "monitoring efforts"). Monitoring efforts involving City IT resources may include any one or more of the following efforts:

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10.1.1 Maintaining and reviewing logs, log files, and audit trails of users' activities;

10.1.2 Monitoring users use of or access to ESI provided by or through the City, including personal data on City-owned mobile devices;

10.1.3 Auditing and inspecting City IT resources, including computers and networks, for illegal software or unacceptable use of City IT resources; and

10.1.4 Collecting and monitoring location or GPS tracking information that may be obtained as part of the normal management of the City IT resource in any one or more of the following limited circumstances:

10.1.4.1 To monitor City employees, whose City IT resources and City-owned mobile devices may be used explicitly for the purpose of location tracking, real-time-location-based dispatch, and other location-based business functions and tasks, such as tracking data created and monitored in providing City services for City employees or the public, including services related to emergencies and public safety, transportation, waste management, public utilities, fleet management, and couriers;

10.1.4.2 To locate the City IT resource if it is lost or stolen;

10.1.4.3 When the user expressly consents or requests that the City collect, monitor, track, or reveal the City IT resource's location;

10.1.4.4 To assist a user in distress or a user who is believed to be in distress; and

10.1.4.5 When a governing body with jurisdiction compels the City to collect, monitor, or track the City IT resource or to produce any such information to the extent it was obtained in the normal management of the resource.

10.2 Information and data subject to monitoring efforts also include all information contained in or transmitted using City IT resources, as well as the contents and related transmissions using any City-owned mobile devices, including files, downloads, call logs, text messages, emails, digital photos, Internet browser history, Internet usage, and data access. Because City information and City IT resources are City property, the City is not required to provide notification to or seek permission from users or other persons to conduct monitoring efforts. The absence of monitoring efforts in any specific situation does not constitute a waiver of the City's right to conduct monitoring efforts.

10.3 The City may engage in monitoring efforts in connection with City IT resources and City information where such efforts are conducted by authorized City personnel for lawful purposes. For example, authorized monitoring efforts may occur in furtherance of any one or more of the following purposes:

10.3.1 Providing information and data in response to a request or requirement (a) under the Texas Public Information Act for ESI pertaining to Texarkana Texas, the Arkansas Public Information Act for ESI pertaining to Texarkana Arkansas, a court order, or any applicable law or policy; (b) relating or

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pursuant to discovery, any civil investigative demand, investigation, or a legal or disciplinary matter; or (c) issued by a regulatory agency or other governmental body;

10.3.2 Complying with the City's document management and data retention policies;

10.3.3 Investigating functionality or performance of City IT resources;

10.3.4 Reviewing user's usage and compliance with this policy and other laws, including investigating alleged violations of any City policies or laws;

10.3.5 Ensuring the integrity and protection of City information and City IT resources, including conducting security audits and forensic analysis;

10.3.6 Investigating, detecting, and protecting against suspicion of criminal activities, fraud, unauthorized use or disclosure, improper use, abuse, security threats, vulnerabilities, or breaches; and

10.3.7 For any other lawful purposes, including any legitimate business, legal, or disciplinary purpose.

10.4 In the event that the City becomes aware of any prohibited uses, the City will respond in a timely and appropriate manner as the circumstances warrant, including disconnecting or suspending access to City information and City IT resources. The City may, at its discretion or when required by law, disclose information discovered during monitoring efforts to authorized personnel and law enforcement officials for various purposes, including criminal, civil, and administrative investigations.

10.5 Monitoring efforts may result in disciplinary or remedial actions taken against the user, including financial liability, disciplinary action up to and including indefinite suspension/termination of employment, loss of use, termination of contractual agreements with contractors, denial of or restricted access, criminal and civil penalties, and any other action deemed appropriate by the City.

10.6 In accordance with City policies and without further notice to users:

10.6.1 Department Directors and authorized personnel from Human Resources may conduct monitoring efforts in furtherance of their normal job responsibilities, provided that these personnel obtain the necessary, written authorization. TWU Information Technology (TWU-IT) and department IT personnel are permitted to provide technical assistance upon request in furtherance of authorized monitoring efforts described in this paragraph.

10.6.2 Authorized IT personnel may, at any time, conduct monitoring efforts, provided such efforts comply with the applicable laws and City policies and are conducted solely for security, operational, support, and maintenance purposes.

10.6.3 Unauthorized monitoring efforts violate this policy and may violate City policies and other laws.

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11 ACCEPTABLE USE

11.1 ALLOWED USES:

11.1.1 City IT resources are intended primarily for uses in connection with conducting City business.

11.1.2 Users are permitted to use City information and City IT resources only for purposes that are safe, legal, ethical, do not conflict with the user's duties and is compliant with all other laws. Usage that meets all of these requirements are deemed "proper", "allowed," and "acceptable" (which terms are used interchangeably) unless specifically excluded by City policies.

11.1.3 Limited personal use of City IT resources to conduct non-City business may be permissible when the use is authorized by management, and it occurs occasionally during the City employee's working hours (collectively "Allowed Personal Uses"), as long as the allowed personal uses do not involve any one or more of the following characteristics:

- Cause or lead to any additional expense to the City;
- Negatively impact overall employee productivity;
- Interfere with the normal operations of the City employee's department, work unit, or the City IT resource;
- Compromise the City, City information, or City IT resources in any way; and
- Violate any other elements of this policy, any law or other City policies.

11.2 PROHIBITED USE:

The following list of activities and uses of City information and City IT resources (collectively "Prohibited Uses") are strictly prohibited at any time by any user, unless performed (a) for law enforcement purposes; (b) by Information Technology, or Human Resources in the course of legitimate job responsibilities; or (c) for other lawful purposes as expressly authorized in writing by a department director or designee. The list below is not exhaustive, but merely provides a framework for activities that fall into categories of Prohibited Uses.

11.2.1 Engaging in any activity that violates any law or City policies, including City policies regarding appropriate activities in the workplace;

11.2.2 Creating, accessing, downloading, viewing, storing, or transmitting sexually explicit or sexually-oriented materials. This prohibition does not apply to video or audio files created as part of authorized surveillance or monitoring services, where the video or audio files incidentally record or contain persons engaging in sexually explicit acts;

11.2.3 Engaging in any activity that violates the City's Workplace Discrimination and Harassment policy, as amended from time to time, including the creation or transmission of any materials that ridicule, harass, or discriminate;

11.2.4 Creating, accessing, or transmitting materials that contain offensive, threatening, or disruptive content, including any text or image that can be considered racially offensive, defamatory, disparaging, obscene, hate speech, or otherwise violating the legal rights of others;

11.2.5 Creating, accessing, downloading, viewing, storing, copying, or transmitting materials related to illegal weapons and terrorist activities;

11.2.6 Causing security breaches or engaging in activities that would compromise the security of or harm any City information or City IT resources. This includes avoiding, disabling, or circumventing City-

established security procedures and controls; sharing or disclosing a person's user ID or other means of digital authentication (including passwords) without authorization; jail breaking a City-owned mobile device or using a jailbroken device to conduct City business; or introducing, uploading, downloading, or distributing malware.

11.2.7 Storing Sensitive Information on an unauthorized device;

11.2.8 Using City information and City IT resources in any manner that may damage, impair, disrupt, or interfere with the City's IT resources;

11.2.9 Attempting to gain unauthorized access to any City information and City IT resources through hacking, password cracking, using a password and user ID other than the one the user is assigned or authorized to use, or through any other unlawful or unethical means;

11.2.10 Accessing, downloading, reading, deleting, copying, modifying, printing, or transmitting another user's data, user ID, identification, password, or ESI without proper authorization;

11.2.11 Restricting, inhibiting, or preventing another user from accessing or using City information and City IT resources without proper authorization;

11.2.12 Using City IT resources to gain unauthorized access to other IT resources;

11.2.13 Impersonating another user or representing oneself as someone else including either a fictional or real person;

11.2.14 Using P2P communications that have not been purchased by the City for use in conducting City business or have not been approved by Information Technology;

11.2.15 Creating or using unauthorized distribution lists in the City-provided email system or distributing unauthorized newsletters or other publications using the City-provided email system or a City email account;

11.2.16 Distributing anonymous email messages, such as email messages where the recipient is unable to view the sender's name or email address, or the use of an email tool or service that conceals the originator of the email message;

11.2.17 Creating, copying, transmitting, or forwarding chain letters, junk email, or other unauthorized mass mailings regardless of the subject matter;

11.2.18 Accessing, disclosing, or transmitting Confidential Information to unauthorized recipients or failing to secure the transmission of or access to Confidential Information in compliance with City policies, including the use of DropBox or other data storage repositories unless such use is authorized by City policies or approved, in writing, by appropriate IT personnel;

11.2.19 Acquiring, using, reproducing, copying, transmitting, distributing, downloading, or reproducing materials, images, audio or video files, software, or any other document or ESI that is protected by copyright, trademark, license or other intellectual property and legal rights without proper authorization. The user is responsible for obtaining the proper authorization and the City assumes no responsibility for a user's failure to obtain this proper authorization;

11.2.20 Downloading or installing software, freeware/shareware or executable program files from the Internet or other electronic sources to City IT resources without approval from the appropriate IT personnel. This includes games, scanners, password crackers, anti-malware software, firewalls, and web browsers.

11.2.21 Adding, downloading, installing, or connecting personal IT resources to City IT resources without the appropriate management authorization, including the installation of modems on City data lines, home computers, and reconfiguration of systems. This prohibition does not apply to commonly used

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and secure personal IT resources, such as software necessary to enable printing (e.g. printer drivers and related software) or other software that facilitates the City employee's performance of his/her job responsibilities;

11.2.22 Using the City's IT resources to establish personal, commercial, and/or non-profit organizational web pages;

11.2.23 Using City IT resources for commercial purposes, private gain, in support of "for-profit" activities, or in support of other outside employment or business activity (such as consulting for pay, sales or administration of business transactions, or sale of goods or services);

11.2.24 Creating, soliciting, or transmitting campaign materials or materials in connection with political, religious, charitable, fund-raising, or other non-City business activities that are not authorized by the appropriate City personnel;

11.2.25 Consuming a significant amount of City IT resources or accessing non-business related applications or websites that maintain a persistent connection to the Internet for non-City business related purposes (such as streaming audio and video, or downloading large files). Consumption of a significant amount of City IT resources for non-City business related purposes occurs when the consumption (a) materially reduces the functionality of, interferes with, or disrupts the performance or operation of the City IT resource; (b) interrupts or interferes with City business; or (c) decreases the user's productivity in conducting City business during the user's work hours; Streaming music is allowed, however.

11.2.26 Engaging in gambling or on-line gaming;

11.2.27 Engaging in any personal use that does not qualify as allowed personal use under this policy as defined in section 9.1.3 such as spending excessive time using City IT resources for non-City business purposes (e.g. shopping, checking personal email accounts, or visiting social networking sites); and

11.2.28 Using City information and City IT resources for any other purpose outside of the acceptable uses authorized by this policy and other City policies.

11.2.29 Users will not access City IT resources, via a virtual private network or VPN, from a computer or device that is personally owned; users will only use City owned and issued computers systems for remote access.

11.3 Department directors may enact departmental policies that exceed the requirements stated in this section.

11.4 Employees are encouraged to seek assistance in advance from management and Human Resources to determine whether a use is for City business purposes, personal, prohibited, or allowed, and whether the personal uses are incidental.

11.5 The City accepts no responsibility for any uses, activities, or Internet traffic that violate this policy or the acceptable use policy of any third party's network or IT resource that is connected to a City IT resource, either directly or indirectly, except that, to the extent feasible, the City may notify the City employee that the City employee is alleged to be in violation of a third party's acceptable use policy if the third party so notifies the City, in writing, and provides the City with sufficient information for the City to identify the specific City employee alleged to have violated the third party's acceptable use policy.

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12 INTERNET AND EMAIL COMMUNICATIONS

12.1 The City provides email, Intranet, and Internet access as a City IT resource, where necessary, for City employees to conduct City business. Users access to and use of City email and the Internet is a privilege that the City may wholly or partially revoke, at its discretion, without notice or consent of the user.

12.2 City Internet, Intranet, and email resources, including emails sent or received using City email, are the property of the City.

12.3 When users access the Internet using Internet addresses and domain names registered to the City, they may be perceived by others to represent the City. Thus, when accessing the Internet using the City's Internet address, IP addresses, or domain name registered to or associated with the City, users shall not use the Internet for any purpose which would reflect negatively on the City or its employees.

12.4 Users should exercise extreme caution to protect the contents of City Information and email communications, including encrypting the contents of email by using City-owned encryption technology, where appropriate, or where encryption is otherwise required by contract, City policy, or by law, such as laws pertaining to Sensitive Information.

13 SOFTWARE LICENSE COMPLIANCE

13.1 Users shall not install on City IT resources any software that lacks an appropriate license. The only software authorized for use on City IT resources is software that has been (a) purchased through the normal City requisition procedures, (b) made available to the City for a trial period in accordance with applicable City requisition and procurement procedures, (c) approved by appropriate City personnel; or (d) other limited, personally-owned software that is exempted from the Prohibited Use restrictions in this policy that has been properly vetted by Information Technology.

13.2 All software installed on City-owned IT resources that is not custom developed in-house by or on behalf of the City shall have a license certificate or documented proof of purchase of the license.

14 RESPONSIBILITIES

14.1 Records Retention Responsibilities for All users and City Departments

14.1.1 Use of City information and City IT resources may result in the creation of public records and data that the City may furnish to third parties in compliance with the Texas Public Information Act for records pertaining to Texarkana Texas, and the Arkansas Public Records Act for records pertaining to Texarkana Arkansas, or other legal obligations imposed on the City.

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14.2 City Employees

14.2.1.1 Adhering to this policy and any additional City policies that augment this policy;

14.2.1.2 Within 24 hours, reporting the loss of a City IT resource to the appropriate authorities and personnel in accordance with this policy;

14.2.1.3 Within 24 hours, reporting to the appropriate authorities and personnel in accordance with this policy the loss of a personally-owned IT resource if the resource was used to conduct City business or otherwise risks the exposure of City information;

14.2.1.4 Providing information about the City IT resources to authorized personnel upon request;

14.2.1.5 Submitting City IT resources when requested to do so by authorized City personnel and prior to the employee's resignation, termination, or discharge from City employment;

14.2.1.6 Notifying designated City personnel as soon as possible prior to the City employee's departure and surrendering City IT resources to designated City personnel on or before the City employee's final day of employment, unless otherwise directed by authorized City personnel;

14.2.1.7 Responding to all requests issued by authorized personnel regarding City IT resources in a prompt, professional, and efficient manner; and

14.3 In accordance with the requirements in this policy and other City policies, all users, including contractors and other non-City employees have the following responsibilities:

14.3.1 Complying with this policy and all other applicable City policies regarding City information and City IT resources; including for Texarkana Texas, Texarkana Water Utilities, and Central Records and Communications the State-mandated cybersecurity training as defined in Texas HB 3834 and in Texarkana Texas Resolution No. 2021-044, as passed by the City Council; and for Texarkana Arkansas, the Employee Handbook as passed by the Board of Directors that requires cybersecurity training;

14.3.2 Using and accessing City IT resources and City information in a lawful and ethical manner and only for their intended purpose in accordance with the authorization granted to the user by the City;

14.3.3 Operating IT resources in a safe manner in compliance with all applicable laws and City policies and in a manner that that is not reasonably likely to (a) create an unsafe work environment or (b) result in mistakes or actions that could present a real or imminent threat to the personal health and safety of the user, co-workers, and the general public. To the extent that this paragraph conflicts with any laws and City policies applicable to (a) emergency, public safety, or medical personnel, (b) the operation of an emergency vehicle, or (c) communicating with an emergency operator, public safety personnel, or medical provider regarding a medical or other emergency situation (e.g. a situation involving a reasonable belief that a person's life, health, or safety is in immediate danger), then those laws and

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City policies shall supersede this paragraph. This supremacy is limited solely to those specific points in conflict that relate to operating an IT resource in a safe manner;

14.3.4 Taking reasonable and necessary care to protect City IT resources and City information from unauthorized use or access, loss, damage, theft, abuse, or compromise;

14.3.5 Preserving and retaining configurations, security, and MDM software installed on City IT resources and any limitations imposed by the manufacturer;

14.3.6 Loading onto an IT resource only the minimum and essential City information necessary to perform the user's business function and accessing or storing this data for the minimum amount of time needed to perform the function;

14.3.7 Complying with instructions from authorized City personnel regarding the retention of records for purposes of complying with an open records request, discovery, legal matters, investigations and audits, or any other lawful purposes connected to or in furtherance of City business as directed by the authorized personnel. Upon receipt of an instruction to retain documents or ESI, the user shall not destroy or otherwise dispose of the ESI, regardless of the applicable retention policy, until the authorized the respective City authority;

14.3.8 Wherever possible, saving and storing City information on City IT resources, including transferring City information from mobile devices to the City's IT network, document retention repository, or archiving locations as soon as practicable;

14.3.9 Maintaining ESI according to City policies' and directives issued by appropriate City personnel or pursuant to the contractual relationship or agreement governing the contractor's performance and services;

14.3.10 Refraining from knowingly connecting any mobile devices to a computer or IT resource that does not have up-to-date and enabled anti-malware protection; and

14.3.11 Within 24 hours, reporting the following information to Information Technology, the applicable department, other appropriate authorities or City personnel:

14.3.11.1 All lost or stolen mobile devices;

14.3.11.2 Any known or suspected security violations or threats to City information and City IT resources;

14.3.11.3 Any known or suspected incidents of unauthorized access or disclosure, or the inappropriate use of a City IT resource; and

14.3.11.4 Any suspicions that malware has compromised a City IT resource.

15 COMPLIANCE

15.1 Users who violate or otherwise fail to adhere to this policy and all related City policies may be subject to appropriate disciplinary action, up to and including: immediate removal of any IT resources, whole or partially restricted access to City information and City IT resources, and termination or indefinite suspension.

15.2 Non-City employees, including contractors, who violate or otherwise fail to adhere to this policy and all related City policies may be subject to termination of contractual agreements or relationships, denial of access, and/or civil and criminal penalties.

15.3 Noncompliance with this policy and/or its resulting procedures may involve civil or criminal penalties, a requirement to pay fines, reimbursement expenses, and/or penalties assessed or imposed on the user.

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15.4 The City may also pursue legal action for damages that arise as a result of the City employee's or contractor's breach or violation of this policy.

16 CONFLICT AND REPEAL

16.1 If the provisions of this policy conflict with any law, that law shall prevail.

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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:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-049 Goals & Perspectives (3697 : 2022-049 RES Approving Revisions to the Employee Handbook)

RESOLUTION NO. 2022 – 049

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING RECOMMENDED REVISIONS TO THE EMPLOYEE HANDBOOK REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Employee Handbook has been formulated by the Administrative Services Director as part of a comprehensive review and revision of policy related to employment, personnel actions, leave, compensation, benefits, conduct, and work environment; and

WHEREAS, an employee evaluation committee representing the Police, Fire, Health, Public Works, Parks, Fleet, Water, and Finance departments participated in a review of the existing policy documents approved by the City Council, in 2015, submitted by the Human Resources Director; and

WHEREAS, the addendum was reviewed by senior City leadership, which included the City Manager, the Administrative Services Director, the Executive Director of the Texarkana Water Utilities which houses Information Technology, and the City Attorney; and

WHEREAS, in the completed Employee Handbook**,** Section 7.02 Electronic Communications and Systems Access Use has been removed from the Employee Handbook; and

WHEREAS, Section 7.02 of the Employee Handbook Electronic Communications and Systems Access Use has been replaced with the Technology Use Policy **(Exhibit "A")** which is labeled as Appendix C: Technology Use Policy.

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

SECTION1: The recommended revisions to the Employee Handbook are hereby approved and adopted in their entirety to be read as set forth in **Exhibit "A"** attached hereto and made a part hereof by reference.

SECTION 2: This resolution shall be in full force and effect on June 27, 2022.

PASSED AND APPROVED in Regular Council Session on this **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55 p.m.

Attachment: 2022-049 RES Rev. to Empl. Hndbk Technology signed (3697 : 2022-049 RES Approving Revisions to the Employee Handbook)

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City of Texarkana
Technology Use Policy

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1 AUTHORITY

The authority for this Technology Use Policy is grounded in the Employee Handbook and Personnel Policy, as approved by the City Council of the City of Texarkana Texas and the Employee Handbook as approved Board of Directors for the City of Texarkana Arkansas. **For the City of Texarkana Arkansas, To the extent the terms of this policy are in conflict with the terms of the any Personnel Policy or Employee Handbook applicable to any employee, the terms of the applicable Personnel Policy or Employee Handbook shall control.**

2 VERSION CONTROL

Date	Changed By	Description	Version
11/10/2021	Tammy West	Initial Document/Draft	0.01
11/12/2021	Brandon Uselton	Significant edits	0.02
12/6/2021	Jeremy Lacey	Review and recommendations	0.03
1/10/2022	Brandon Uselton	Significant edits	0.04
4/19/2022	Brandon Uselton	Submission to City Council	0.05

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4 DEFINITIONS

- City – Represents the City of Texarkana Texas; The City of Texarkana Arkansas; the Texarkana Water Utilities.
- City Business - Any action, work, or function authorized to perform by any person on behalf of the City or in connection with conducting or transacting business for or with the City. City business includes any one or more of the following activities: (i) transacting or engaging in any official business for the City of Texarkana Texas, City of Texarkana Arkansas, Texarkana Water Utilities, (ii) connecting to the City's IT resources to read or send email, access and view Intranet web resources, perform system and administrative functions, and download or store City information; and (iii) performing work where the City's Information may be created, transmitted, or stored on a City-owned mobile device.

- City Employee - Any person who receives compensation as an employee of the City, including interns, temporary employees, and other personnel, regardless of civil service status, classification, contract employee status, pay grade, or full-time or part-time status.

- City Official – a City Employee, elected position of City Government, or appointee to a commission or committee.

- City Information - Any Electronically Stored Information (ESI) that is written, created, produced, collected, assembled, or maintained under a law or ordinance or in connection with the transaction of City business, including any Sensitive Information or Confidential Information, and any data or information created on, stored on, residing in, processed by, transmitted to, received by, maintained by, or accessed using the City's IT resources, including City-owned mobile devices. City information also includes any public information in electronic form.

- City-owned Mobile Device - Any mobile device or wireless communication device provided by, owned by, or wholly paid for by the City.

- City IT Resources - Any IT resource or a collection of IT resources that are used, owned, leased, operated, managed, controlled by, or in the custody of the City. City IT resources includes software that the City purchases, licenses, subscribes to, installs, or develops; City-owned mobile devices; City-published websites and software; IT resources the City provides to users to facilitate accomplishing City business. IT resources includes all systems, hardware, software, equipment, supporting infrastructure, and the data contained in, stored on, or processed by any of these resources, including computers, websites and FTP sites, databases, applications, apps, mobile devices, storage media, printers, scanners, fax machines, telecommunications equipment and devices, voice and data systems, Internet, Intranet, email, social networking, user and network accounts, and all associated processes, services, and data.

- Confidential Information - Any information defined by law as confidential, including Sensitive Information and information that is exempt from public disclosure.

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- Contractor – any worker, individual, or organization that is contracted, hired, or paid to do a specific job, role, or function for the City.

- Discovery - Refers to the process of identifying, locating, collecting, reviewing, and producing ESI, documents, and data for use in the context of the legal process, such as in litigation or responding to subpoenas or investigations.

- Electronically Stored Information (ESI) - Any information, document, file, or data that is in electronic form or that is created, received, maintained, stored, or residing on any IT resource, removable media, or mobile device. ESI includes documents, correspondence, emails, calendar entries, notes, metadata, spreadsheets, databases, video and audio files, images, text messages, instant messages, messages transmitted using systems proprietary to the mobile device manufacturer (e.g. iMessage or Blackberry messenger), voicemails, logs, blogs and microblogs, browser history, cached files, audit trails, web pages, and other similar electronic information. ESI also includes any information stored in or accessible through a computer or other information retrieval system or device, including any database, ESI contained in the database and machine-readable materials.

- Encryption - Refers to the translation of data into a secret code to achieve data security. Access to a secret key or password is necessary to read or decrypt an encrypted file.

- Jailbroken Devices - A device which has been tampered with or modified such that limitations imposed by the device manufacturer have been removed.

- Law(s) - Refers collectively to all laws, statutes, ordinances, rules, regulations, policies, and other types of local, state, and national law and regulations.

- Malware - Any software, application, program, email, or other data or code that is designed to cause harm to an IT resource or to violate any law in any way. Malware includes a variety of hostile, intrusive, or annoying software or program code, such as viruses, worms, Trojan horses, rootkits, and spyware.

- Mobile Device - Any device that can be carried by a person or is generally intended to be portable and the device is capable of containing or storing data, even temporarily. Mobile devices includes portable computers, laptops, notepads, tablet PCs, tablets, smartphones, wireless communication devices, cell phones, pagers, personal digital assistants ("PDAs"), Blackberry© devices, Bluetooth© devices, digital cameras, removable media, and any other similar portable computing and/or communication devices. Unless otherwise specifically stated, all references in this policy to mobile devices, regardless of ownership, refers to mobile devices that are used, in whole or in part, in connection with conducting City business, including mobile devices that are used to access City information or City IT resources, or mobile devices on which City information is maintained, stored, or resides.

- Mobile Device Management (MDM) - Software or other technology systems that manage the security controls, certain functionality, and connectivity of mobile devices attempting to connect to the City's IT

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resources. MDM software enables the City to enforce policies and to configure, secure, monitor, and remotely wipe mobile devices.

- Monitoring Efforts - Has the meaning defined in Section 10 of this policy.

- Network - Refers to the sub-category of IT resources, whether wired or wireless, that are linked together to facilitate a connection, communication, exchange, or sharing among or between users or other IT resources. Network includes telecommunications equipment and other connections to or between the Internet, Intranet, or other computers, workstations, and IT resources.

- Peer-to-Peer (P2P) Communications - Networks, systems, applications, or IT resources that allow users connected to the Internet to link or share their computers with another user's computer or to transform the user's computer into a server for the purpose of finding, sharing, uploading, downloading, or retrieving files.

- Personal or Personally - When used in connection with any IT resource, mobile device, or software, "personal" or "personally" refers to any IT resource, mobile device, user account, or software paid for (whether in whole or in part), owned, leased, or issued by any person or entity other than the City, third-party tools, websites, or apps designed for sharing, collaboration, or storage such as Dropbox©.

- Public-Facing Resource - The City's web pages, social media sites, and City IT resources that the City intends for the general public to access or use or computers provided by the City at locations where payments due to the City are accepted.

- Removable Media - Any storage media or device, which can be removed from its reader device, conferring portability to the data the storage media device carries. Removable media includes CDs, DVDs, thumb drives, USB drives, external hard drives, memory cards or sticks, diskettes, tapes, and other similar devices.

- Remote Access - The ability to get access to a physical City IT resource from a remote distance or non-City location, including through the use of a modem, virtual private network (VPN), or wireless activity.

- Sensitive Information - Information deemed by the City or by law to be sensitive in nature and merits limited access and special precautions to protect the information from inappropriate or unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be public, confidential, or personally identifiable information. Sensitive Information may include credit card numbers, social security numbers, driver's license numbers, date and place of birth, financial information, criminal or employment history, sensitive security information as defined by 49 C.F.R. §1520.5, as amended from time to time, protected health information, information that would violate an individual's privacy rights if disclosed, and information protected by non-disclosure obligations.

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- Tablet - Refers to an open-face wireless device or other wireless communication device with a touchscreen display and without physical keyboards. Examples of tablets include iPads, Kindles, Nooks, Samsung Galaxies, Microsoft Surfaces, HP ElitePads, and e-readers.

- User - Any person who is granted access, accesses, uses, or connects to City IT resources to transact City business. User also includes a person who is granted access, accesses, uses, or connects to a public-facing resource to transact City business or to connect to or access City IT resources or City information. User includes all City employees, City officials, Mayoral appointees (boards, commissions, and authorities), vendors, contractors, independent contractors, consultants, volunteers, and their guests who access, use, or connect to City IT resources in connection with conducting City business.

- User ID - The unique username, log-in, or other identifier used to identify a user and to allow access to an IT resource.

5 PURPOSE

5.1 This document establishes a City-wide policy for appropriate use, access, and maintenance of the integrity of City information and City information technology (IT) resources, regardless of the physical location of the resource and information.

6 BACKGROUND

6.1 The City is the trusted custodian of employee, citizen, government, and business information. The City protects and ensures the confidentiality, integrity, and availability of all its information and IT resources, regardless of how they are created, distributed, or stored.

6.2 The City implemented security controls to protect all information assets (including hardware, systems, software, and data) and to ensure compliance with all laws.

7 OBJECTIVES

7.1 To maintain compliance with applicable laws governing City information and the City IT resources on which City information resides or is stored.

7.2 To ensure that access to, and use of, City information and City IT resources complies with applicable laws or City policy, such as laws pertaining to sensitive information.

7.3 To safeguard the confidentiality, integrity, and availability of City information and City IT resources, through the establishment of reasonable physical and technological security measures, policies, and standards.

7.4 To establish policies and standards regarding the protection and sanitization of City information, including Sensitive Information that resides or may reside on any City IT resource or City-owned mobile device. This includes any personal device which may contain City owned information.

7.5 To manage and minimize risks and liabilities to the City, the City's employees, and citizens, which could result from theft, damage, loss, and improper or unauthorized use or disclosure of City information and City IT resources.

7.6 To provide examples of acceptable and prohibited uses and activities involving City information and City IT resources.

7.7 To inform users of their responsibilities involving City information and City IT resources and to manage users' privacy expectations when using City IT resources or creating, storing, or accessing City information.

8 SCOPE

8.1 All City departments and divisions are required to adhere to this policy.

8.2 This policy applies to any party who is granted access, accesses, uses, or connects to City IT resources to conduct City business.

8.3 This policy applies to all of the following persons who use City IT resources to conduct City business: City employees, City officials, Mayoral appointees (boards, commissions, and authorities), vendors, contractors, independent contractors, consultants, interns, temporary employees, volunteers, users, or their guests.

8.4 This policy governs user conduct in connection with engaging in City business regardless of where it occurs, whether through network connections, wireless connections, or remote access.

8.5 This policy governs all City information, regardless of where it exists, resides, is stored, accessed, processed, or maintained.

8.6 This policy does not list all forms of acceptable and unacceptable uses or activities, nor does it detail all the standards applicable to each subpart contained herein. Use of and access to City information and City IT resources is a privilege, not a right. The City may revoke or limit this privilege at any time which may result in conditions that jeopardize the user's ability to perform required work functions and disciplinary actions. Users are responsible for and expected to use good judgment and reasonable care in protecting and accessing City information and City IT resources. Users are responsible for accessing and using all City information and City IT resources in a safe, ethical, professional, and lawful manner.

8.7 This policy covers the following areas:

Acceptable Use
Internet and Email Communications
Software License Compliance

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9 USER PRIVACY

9.1 All City information and City IT resources are the property of the City, including all City information created or generated by, accessed from, backed up, or stored on City-owned mobile devices and personal IT resources.

9.2 Users have no expectation of privacy, confidentiality, or anonymity while using or accessing City IT resources and City information unless the information regarding the user's activities or identity is specifically protected by law from disclosure and then only to the extent of that legal protection. The City's provision of IT resources and requirements to use a user ID and password do not imply any expectation of privacy, confidentiality, or anonymity for the user nor do they imply an exclusion from monitoring efforts.

9.3 There should be no expectation of privacy, anonymity, or confidentiality regarding any of the user's activities and the data below, which data remains the property of the City:

9.3.1 User's access to City information or use of City IT resources, including City-owned mobile devices;

9.3.2 Any data and ESI that users generate, create, store, send, forward, backup, or receive in connection with conducting City business or using City IT resources; and

9.3.3 Any files, emails, or other ESI maintained by, generated by, or stored on City IT resources and City-owned mobile devices.

9.4 The City may, at its discretion, conduct monitoring efforts in furtherance of any lawful purpose at any time and without further notice to the user. The City may, at its discretion or as otherwise required by law, disclose information, which may include identification information about the user, to appropriate third parties, including law enforcement officials.

10 MONITORING

10.1 In accordance with City policies and applicable laws, the City has the right to and may, at any time, research, monitor, collect, log, audit, inspect, intercept, record, read, search, seize, and copy all aspects of City information and City IT resources, without any further notice to users (collectively "monitoring efforts"). Monitoring efforts involving City IT resources may include any one or more of the following efforts:

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10.1.1 Maintaining and reviewing logs, log files, and audit trails of users' activities;

10.1.2 Monitoring users use of or access to ESI provided by or through the City, including personal data on City-owned mobile devices;

10.1.3 Auditing and inspecting City IT resources, including computers and networks, for illegal software or unacceptable use of City IT resources; and

10.1.4 Collecting and monitoring location or GPS tracking information that may be obtained as part of the normal management of the City IT resource in any one or more of the following limited circumstances:

10.1.4.1 To monitor City employees, whose City IT resources and City-owned mobile devices may be used explicitly for the purpose of location tracking, real-time-location-based dispatch, and other location-based business functions and tasks, such as tracking data created and monitored in providing City services for City employees or the public, including services related to emergencies and public safety, transportation, waste management, public utilities, fleet management, and couriers;

10.1.4.2 To locate the City IT resource if it is lost or stolen;

10.1.4.3 When the user expressly consents or requests that the City collect, monitor, track, or reveal the City IT resource's location;

10.1.4.4 To assist a user in distress or a user who is believed to be in distress; and

10.1.4.5 When a governing body with jurisdiction compels the City to collect, monitor, or track the City IT resource or to produce any such information to the extent it was obtained in the normal management of the resource.

10.2 Information and data subject to monitoring efforts also include all information contained in or transmitted using City IT resources, as well as the contents and related transmissions using any City-owned mobile devices, including files, downloads, call logs, text messages, emails, digital photos, Internet browser history, Internet usage, and data access. Because City information and City IT resources are City property, the City is not required to provide notification to or seek permission from users or other persons to conduct monitoring efforts. The absence of monitoring efforts in any specific situation does not constitute a waiver of the City's right to conduct monitoring efforts.

10.3 The City may engage in monitoring efforts in connection with City IT resources and City information where such efforts are conducted by authorized City personnel for lawful purposes. For example, authorized monitoring efforts may occur in furtherance of any one or more of the following purposes:

10.3.1 Providing information and data in response to a request or requirement (a) under the Texas Public Information Act for ESI pertaining to Texarkana Texas, the Arkansas Public Information Act for ESI pertaining to Texarkana Arkansas, a court order, or any applicable law or policy; (b) relating or

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pursuant to discovery, any civil investigative demand, investigation, or a legal or disciplinary matter; or (c) issued by a regulatory agency or other governmental body;

10.3.2 Complying with the City's document management and data retention policies;

10.3.3 Investigating functionality or performance of City IT resources;

10.3.4 Reviewing user's usage and compliance with this policy and other laws, including investigating alleged violations of any City policies or laws;

10.3.5 Ensuring the integrity and protection of City information and City IT resources, including conducting security audits and forensic analysis;

10.3.6 Investigating, detecting, and protecting against suspicion of criminal activities, fraud, unauthorized use or disclosure, improper use, abuse, security threats, vulnerabilities, or breaches; and

10.3.7 For any other lawful purposes, including any legitimate business, legal, or disciplinary purpose.

10.4 In the event that the City becomes aware of any prohibited uses, the City will respond in a timely and appropriate manner as the circumstances warrant, including disconnecting or suspending access to City information and City IT resources. The City may, at its discretion or when required by law, disclose information discovered during monitoring efforts to authorized personnel and law enforcement officials for various purposes, including criminal, civil, and administrative investigations.

10.5 Monitoring efforts may result in disciplinary or remedial actions taken against the user, including financial liability, disciplinary action up to and including indefinite suspension/termination of employment, loss of use, termination of contractual agreements with contractors, denial of or restricted access, criminal and civil penalties, and any other action deemed appropriate by the City.

10.6 In accordance with City policies and without further notice to users:

10.6.1 Department Directors and authorized personnel from Human Resources may conduct monitoring efforts in furtherance of their normal job responsibilities, provided that these personnel obtain the necessary, written authorization. TWU Information Technology (TWU-IT) and department IT personnel are permitted to provide technical assistance upon request in furtherance of authorized monitoring efforts described in this paragraph.

10.6.2 Authorized IT personnel may, at any time, conduct monitoring efforts, provided such efforts comply with the applicable laws and City policies and are conducted solely for security, operational, support, and maintenance purposes.

10.6.3 Unauthorized monitoring efforts violate this policy and may violate City policies and other laws.

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11 ACCEPTABLE USE

11.1 ALLOWED USES:

11.1.1 City IT resources are intended primarily for uses in connection with conducting City business.

11.1.2 Users are permitted to use City information and City IT resources only for purposes that are safe, legal, ethical, do not conflict with the user's duties and is compliant with all other laws. Usage that meets all of these requirements are deemed "proper", "allowed," and "acceptable" (which terms are used interchangeably) unless specifically excluded by City policies.

11.1.3 Limited personal use of City IT resources to conduct non-City business may be permissible when the use is authorized by management, and it occurs occasionally during the City employee's working hours (collectively "Allowed Personal Uses"), as long as the allowed personal uses do not involve any one or more of the following characteristics:

- Cause or lead to any additional expense to the City;
- Negatively impact overall employee productivity;
- Interfere with the normal operations of the City employee's department, work unit, or the City IT resource;
- Compromise the City, City information, or City IT resources in any way; and
- Violate any other elements of this policy, any law or other City policies.

11.2 PROHIBITED USE:

The following list of activities and uses of City information and City IT resources (collectively "Prohibited Uses") are strictly prohibited at any time by any user, unless performed (a) for law enforcement purposes; (b) by Information Technology, or Human Resources in the course of legitimate job responsibilities; or (c) for other lawful purposes as expressly authorized in writing by a department director or designee. The list below is not exhaustive, but merely provides a framework for activities that fall into categories of Prohibited Uses.

11.2.1 Engaging in any activity that violates any law or City policies, including City policies regarding appropriate activities in the workplace;

11.2.2 Creating, accessing, downloading, viewing, storing, or transmitting sexually explicit or sexually-oriented materials. This prohibition does not apply to video or audio files created as part of authorized surveillance or monitoring services, where the video or audio files incidentally record or contain persons engaging in sexually explicit acts;

11.2.3 Engaging in any activity that violates the City's Workplace Discrimination and Harassment policy, as amended from time to time, including the creation or transmission of any materials that ridicule, harass, or discriminate;

11.2.4 Creating, accessing, or transmitting materials that contain offensive, threatening, or disruptive content, including any text or image that can be considered racially offensive, defamatory, disparaging, obscene, hate speech, or otherwise violating the legal rights of others;

11.2.5 Creating, accessing, downloading, viewing, storing, copying, or transmitting materials related to illegal weapons and terrorist activities;

11.2.6 Causing security breaches or engaging in activities that would compromise the security of or harm any City information or City IT resources. This includes avoiding, disabling, or circumventing City-

established security procedures and controls; sharing or disclosing a person's user ID or other means of digital authentication (including passwords) without authorization; jail breaking a City-owned mobile device or using a jailbroken device to conduct City business; or introducing, uploading, downloading, or distributing malware.

11.2.7 Storing Sensitive Information on an unauthorized device;

11.2.8 Using City information and City IT resources in any manner that may damage, impair, disrupt, or interfere with the City's IT resources;

11.2.9 Attempting to gain unauthorized access to any City information and City IT resources through hacking, password cracking, using a password and user ID other than the one the user is assigned or authorized to use, or through any other unlawful or unethical means;

11.2.10 Accessing, downloading, reading, deleting, copying, modifying, printing, or transmitting another user's data, user ID, identification, password, or ESI without proper authorization;

11.2.11 Restricting, inhibiting, or preventing another user from accessing or using City information and City IT resources without proper authorization;

11.2.12 Using City IT resources to gain unauthorized access to other IT resources;

11.2.13 Impersonating another user or representing oneself as someone else including either a fictional or real person;

11.2.14 Using P2P communications that have not been purchased by the City for use in conducting City business or have not been approved by Information Technology;

11.2.15 Creating or using unauthorized distribution lists in the City-provided email system or distributing unauthorized newsletters or other publications using the City-provided email system or a City email account;

11.2.16 Distributing anonymous email messages, such as email messages where the recipient is unable to view the sender's name or email address, or the use of an email tool or service that conceals the originator of the email message;

11.2.17 Creating, copying, transmitting, or forwarding chain letters, junk email, or other unauthorized mass mailings regardless of the subject matter;

11.2.18 Accessing, disclosing, or transmitting Confidential Information to unauthorized recipients or failing to secure the transmission of or access to Confidential Information in compliance with City policies, including the use of DropBox or other data storage repositories unless such use is authorized by City policies or approved, in writing, by appropriate IT personnel;

11.2.19 Acquiring, using, reproducing, copying, transmitting, distributing, downloading, or reproducing materials, images, audio or video files, software, or any other document or ESI that is protected by copyright, trademark, license or other intellectual property and legal rights without proper authorization. The user is responsible for obtaining the proper authorization and the City assumes no responsibility for a user's failure to obtain this proper authorization;

11.2.20 Downloading or installing software, freeware/shareware or executable program files from the Internet or other electronic sources to City IT resources without approval from the appropriate IT personnel. This includes games, scanners, password crackers, anti-malware software, firewalls, and web browsers.

11.2.21 Adding, downloading, installing, or connecting personal IT resources to City IT resources without the appropriate management authorization, including the installation of modems on City data lines, home computers, and reconfiguration of systems. This prohibition does not apply to commonly used

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and secure personal IT resources, such as software necessary to enable printing (e.g. printer drivers and related software) or other software that facilitates the City employee's performance of his/her job responsibilities;

11.2.22 Using the City's IT resources to establish personal, commercial, and/or non-profit organizational web pages;

11.2.23 Using City IT resources for commercial purposes, private gain, in support of "for-profit" activities, or in support of other outside employment or business activity (such as consulting for pay, sales or administration of business transactions, or sale of goods or services);

11.2.24 Creating, soliciting, or transmitting campaign materials or materials in connection with political, religious, charitable, fund-raising, or other non-City business activities that are not authorized by the appropriate City personnel;

11.2.25 Consuming a significant amount of City IT resources or accessing non-business related applications or websites that maintain a persistent connection to the Internet for non-City business related purposes (such as streaming audio and video, or downloading large files). Consumption of a significant amount of City IT resources for non-City business related purposes occurs when the consumption (a) materially reduces the functionality of, interferes with, or disrupts the performance or operation of the City IT resource; (b) interrupts or interferes with City business; or (c) decreases the user's productivity in conducting City business during the user's work hours; Streaming music is allowed, however.

11.2.26 Engaging in gambling or on-line gaming;

11.2.27 Engaging in any personal use that does not qualify as allowed personal use under this policy as defined in section 9.1.3 such as spending excessive time using City IT resources for non-City business purposes (e.g. shopping, checking personal email accounts, or visiting social networking sites); and

11.2.28 Using City information and City IT resources for any other purpose outside of the acceptable uses authorized by this policy and other City policies.

11.2.29 Users will not access City IT resources, via a virtual private network or VPN, from a computer or device that is personally owned; users will only use City owned and issued computers systems for remote access.

11.3 Department directors may enact departmental policies that exceed the requirements stated in this section.

11.4 Employees are encouraged to seek assistance in advance from management and Human Resources to determine whether a use is for City business purposes, personal, prohibited, or allowed, and whether the personal uses are incidental.

11.5 The City accepts no responsibility for any uses, activities, or Internet traffic that violate this policy or the acceptable use policy of any third party's network or IT resource that is connected to a City IT resource, either directly or indirectly, except that, to the extent feasible, the City may notify the City employee that the City employee is alleged to be in violation of a third party's acceptable use policy if the third party so notifies the City, in writing, and provides the City with sufficient information for the City to identify the specific City employee alleged to have violated the third party's acceptable use policy.

12 INTERNET AND EMAIL COMMUNICATIONS

12.1 The City provides email, Intranet, and Internet access as a City IT resource, where necessary, for City employees to conduct City business. Users access to and use of City email and the Internet is a privilege that the City may wholly or partially revoke, at its discretion, without notice or consent of the user.

12.2 City Internet, Intranet, and email resources, including emails sent or received using City email, are the property of the City.

12.3 When users access the Internet using Internet addresses and domain names registered to the City, they may be perceived by others to represent the City. Thus, when accessing the Internet using the City's Internet address, IP addresses, or domain name registered to or associated with the City, users shall not use the Internet for any purpose which would reflect negatively on the City or its employees.

12.4 Users should exercise extreme caution to protect the contents of City Information and email communications, including encrypting the contents of email by using City-owned encryption technology, where appropriate, or where encryption is otherwise required by contract, City policy, or by law, such as laws pertaining to Sensitive Information.

13 SOFTWARE LICENSE COMPLIANCE

13.1 Users shall not install on City IT resources any software that lacks an appropriate license. The only software authorized for use on City IT resources is software that has been (a) purchased through the normal City requisition procedures, (b) made available to the City for a trial period in accordance with applicable City requisition and procurement procedures, (c) approved by appropriate City personnel; or (d) other limited, personally-owned software that is exempted from the Prohibited Use restrictions in this policy that has been properly vetted by Information Technology.

13.2 All software installed on City-owned IT resources that is not custom developed in-house by or on behalf of the City shall have a license certificate or documented proof of purchase of the license.

14 RESPONSIBILITIES

14.1 Records Retention Responsibilities for All users and City Departments

14.1.1 Use of City information and City IT resources may result in the creation of public records and data that the City may furnish to third parties in compliance with the Texas Public Information Act for records pertaining to Texarkana Texas, and the Arkansas Public Records Act for records pertaining to Texarkana Arkansas, or other legal obligations imposed on the City.

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14.2 City Employees

14.2.1.1 Adhering to this policy and any additional City policies that augment this policy;

14.2.1.2 Within 24 hours, reporting the loss of a City IT resource to the appropriate authorities and personnel in accordance with this policy;

14.2.1.3 Within 24 hours, reporting to the appropriate authorities and personnel in accordance with this policy the loss of a personally-owned IT resource if the resource was used to conduct City business or otherwise risks the exposure of City information;

14.2.1.4 Providing information about the City IT resources to authorized personnel upon request;

14.2.1.5 Submitting City IT resources when requested to do so by authorized City personnel and prior to the employee's resignation, termination, or discharge from City employment;

14.2.1.6 Notifying designated City personnel as soon as possible prior to the City employee's departure and surrendering City IT resources to designated City personnel on or before the City employee's final day of employment, unless otherwise directed by authorized City personnel;

14.2.1.7 Responding to all requests issued by authorized personnel regarding City IT resources in a prompt, professional, and efficient manner; and

14.3 In accordance with the requirements in this policy and other City policies, all users, including contractors and other non-City employees have the following responsibilities:

14.3.1 Complying with this policy and all other applicable City policies regarding City information and City IT resources; including for Texarkana Texas, Texarkana Water Utilities, and Central Records and Communications the State-mandated cybersecurity training as defined in Texas HB 3834 and in Texarkana Texas Resolution No. 2021-044, as passed by the City Council; and for Texarkana Arkansas, the Employee Handbook as passed by the Board of Directors that requires cybersecurity training;

14.3.2 Using and accessing City IT resources and City information in a lawful and ethical manner and only for their intended purpose in accordance with the authorization granted to the user by the City;

14.3.3 Operating IT resources in a safe manner in compliance with all applicable laws and City policies and in a manner that that is not reasonably likely to (a) create an unsafe work environment or (b) result in mistakes or actions that could present a real or imminent threat to the personal health and safety of the user, co-workers, and the general public. To the extent that this paragraph conflicts with any laws and City policies applicable to (a) emergency, public safety, or medical personnel, (b) the operation of an emergency vehicle, or (c) communicating with an emergency operator, public safety personnel, or medical provider regarding a medical or other emergency situation (e.g. a situation involving a reasonable belief that a person's life, health, or safety is in immediate danger), then those laws and

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City policies shall supersede this paragraph. This supremacy is limited solely to those specific points in conflict that relate to operating an IT resource in a safe manner;

14.3.4 Taking reasonable and necessary care to protect City IT resources and City information from unauthorized use or access, loss, damage, theft, abuse, or compromise;

14.3.5 Preserving and retaining configurations, security, and MDM software installed on City IT resources and any limitations imposed by the manufacturer;

14.3.6 Loading onto an IT resource only the minimum and essential City information necessary to perform the user's business function and accessing or storing this data for the minimum amount of time needed to perform the function;

14.3.7 Complying with instructions from authorized City personnel regarding the retention of records for purposes of complying with an open records request, discovery, legal matters, investigations and audits, or any other lawful purposes connected to or in furtherance of City business as directed by the authorized personnel. Upon receipt of an instruction to retain documents or ESI, the user shall not destroy or otherwise dispose of the ESI, regardless of the applicable retention policy, until the authorized the respective City authority;

14.3.8 Wherever possible, saving and storing City information on City IT resources, including transferring City information from mobile devices to the City's IT network, document retention repository, or archiving locations as soon as practicable;

14.3.9 Maintaining ESI according to City policies' and directives issued by appropriate City personnel or pursuant to the contractual relationship or agreement governing the contractor's performance and services;

14.3.10 Refraining from knowingly connecting any mobile devices to a computer or IT resource that does not have up-to-date and enabled anti-malware protection; and

14.3.11 Within 24 hours, reporting the following information to Information Technology, the applicable department, other appropriate authorities or City personnel:

14.3.11.1 All lost or stolen mobile devices;

14.3.11.2 Any known or suspected security violations or threats to City information and City IT resources;

14.3.11.3 Any known or suspected incidents of unauthorized access or disclosure, or the inappropriate use of a City IT resource; and

14.3.11.4 Any suspicions that malware has compromised a City IT resource.

15 COMPLIANCE

15.1 Users who violate or otherwise fail to adhere to this policy and all related City policies may be subject to appropriate disciplinary action, up to and including: immediate removal of any IT resources, whole or partially restricted access to City information and City IT resources, and termination or indefinite suspension.

15.2 Non-City employees, including contractors, who violate or otherwise fail to adhere to this policy and all related City policies may be subject to termination of contractual agreements or relationships, denial of access, and/or civil and criminal penalties.

15.3 Noncompliance with this policy and/or its resulting procedures may involve civil or criminal penalties, a requirement to pay fines, reimbursement expenses, and/or penalties assessed or imposed on the user.

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15.4 The City may also pursue legal action for damages that arise as a result of the City employee's or contractor's breach or violation of this policy.

16 CONFLICT AND REPEAL

16.1 If the provisions of this policy conflict with any law, that law shall prevail.

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City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/2/2022 9:09 AM

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

Subject: Resolution No. 2022-050 authorizing the City Manager to execute a five (5) year contract with Axon Enterprise Inc. of Scottsdale, Arizona, in a total amount not to exceed $497,879.20 and an annual amount not to exceed $99,575.84, with funds budgeted in the Public Safety Equipment Fund (Fund 108) and the Fleet Capital Replacement Fund (Fund 704), to provide fleet and body camera hardware and software.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City currently uses Axon Enterprise, Inc. of Scottsdale, Arizona for fleet and body camera hardware and software. The City has been pleased with the equipment and customer service provided by Axon and would like to continue our service with this company. This proposal is for a five (5)-year agreement between the City of Texarkana Texas and Axon Enterprise, Inc. for the purchase of fleet and body camera hardware and software for the police and fire departments at the Buy Board price totaling $497,879.20 with an annual amount not to exceed $99,575.84.

Potential Options:

- NONE

Fiscal Implications:

Funds currently budgeted in the Public Safety Equipment Fund (Fund 108) and the Fleet Capital Replacement Fund (Fund 704).

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NONE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-050 RES Axon Contract (DOCX)
b. 2022-050 EXH 'A' Axon Contract (PDF)
c. 2022-050 Goals & Perspectives (DOCX)
d. 2022-050 RES Axon fleet,body camera sfhdware signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples 05/26/2022 9:56 AM	Department Head Review	Completed	
Public Works Department		Amanda Freeland 05/26/2022 10:02 AM	Reviewer	Completed
City Manager	David Orr	City Manager Review	Completed	06/01/2022 9:16 AM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR FLEET AND BODY CAMERA HARDWARE AND SOFTWARE UTILIZING BUY BOARD PRICING IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND TWENTY CENTS ($497,879.20) FOR A PERIOD OF FIVE (5) YEARS WITH AN ANNUAL COST NOT TO EXCEED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS ($99,575.84) ANNUALLY, WITH FUNDS BUDGETED IN THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108) AND THE FLEET CAPITAL REPLACEMENT FUND (FUND 704); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has a need for fleet and body camera hardware and software for use by the police and fire departments; and

WHEREAS, utilizing Buy Board contract pricing to purchase these devices and services will allow this hardware and software to be provided to the police and fire departments; and

WHEREAS, Axon Enterprise, Inc. of Scottsdale, Arizona, is an authorized Buy Board vendor (Contract #648-21) for fleet and body camera hardware and software; and

WHEREAS, the City has received a proposed Axon Enterprise, Inc. of Scottsdale, Arizona, quote from Buy Board, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the proposed agreement from Axon Enterprise, Inc. of Scottsdale, Arizona, for fleet and body camera hardware and software is for a proposed term of five (5) years in an amount not to exceed $99,575.84 per year, for a total cost not to exceed $497,879.20; and

WHEREAS, the yearly estimated cost of $99,575.84 is budgeted in the Public Safety Equipment Fund (Fund 108) and the Fleet Capital Replacement Fund (Fund 704).

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

SECTION 1: The City Manager be and is hereby authorized to execute an agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for fleet and body camera hardware and software, over a five (5) year period, that will be in an amount not to exceed $99,575.84 per year for a total cost not to exceed $497,879.20.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-050 RES Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

BuyBoard Contract [illegible]
Q-389304-44698.839MA
Issued: 05/17/2022
Quote Expiration: 06/30/2022
Estimated Contract Start Date: 07/15/2022
Account Number: 147833
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other-100 N State Line Ave 100 N State Line Ave Texarkana, TX 75501-5677 USA	Texarkana Police Dept. - TX 100 N State Line Ave Texarkana, TX 75501-5677 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Michael Henry Phone: (903) 798-3112 Email: henry@txkusa.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$497,879.20
ESTIMATED TOTAL W/ TAX	$497,879.20

Discount Summary

Average Savings Per Year	$83,337.27
TOTAL SAVINGS	$416,686.36

Payment Summary

Date	Subtotal	Tax	Total
May 2022	$99,575.87	$0.00	$99,575.87
May 2023	$99,575.84	$0.00	$99,575.84
May 2024	$99,575.84	$0.00	$99,575.84
May 2025	$99,575.84	$0.00	$99,575.84
May 2026	$99,575.81	$0.00	$99,575.81
Total	**$497,879.20**	**$0.00**	**$497,879.20**

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Quote List Price: $914,565.56
Quote Subtotal: $497,879.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		2	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		82	$699.00	$0.00	$0.00	$0.00	$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		91	$0.00	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		91	$0.00	$0.00	$0.00	$0.00	$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - 8 BAY DOCK		10	$1,495.00	$0.00	$0.00	$0.00	$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		10	$0.00	$0.00	$0.00	$0.00	$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		10	$43.90	$0.00	$0.00	$0.00	$0.00
Flex 2 Camera Bundle								
11532	FLEX 2 CONTROLLER		3	$262.00	$0.00	$0.00	$0.00	$0.00
11528	FLEX 2 CAMERA, (ONLINE)		3	$470.00	$0.00	$0.00	$0.00	$0.00
11545	COLLAR MOUNT, FLEX 2		4	$0.00	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	$0.00	$0.00	$0.00	$0.00	$0.00
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2		3	$0.00	$0.00	$0.00	$0.00	$0.00
Flex 2 Single-Bay Dock Bundle								
11536	DOCK, FLEX 2, 1-BAY + CORE		3	$413.00	$137.67	$413.01	$0.00	$413.01
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	$0.00	$0.00	$0.00	$0.00	$0.00
Basic License Bundle								
73840	EVIDENCE.COM BASIC LICENSE	60m	66	$900.00	$0.00	$0.00	$0.00	$0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	66	$0.00	$0.00	$0.00	$0.00	$0.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	33	$2,340.00	$0.00	$0.00	$0.00	$0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	99	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera Multi-Bay Dock TAP Bundle								
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	60m	10	$1,260.00	$75.90	$759.00	$0.00	$759.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		10	$1,585.00	$986.10	$9,861.00	$0.00	$9,861.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	60m	85	$700.20	$113.60	$9,656.00	$0.00	$9,656.00
73309	AXON CAMERA REFRESH ONE		87	$741.00	$843.92	$73,421.04	$0.00	$73,421.04
80464	EXT WARRANTY, CAMERA (TAP)	60m	2	$700.20	$797.46	$1,594.92	$0.00	$1,594.92
Body Worn Camera Single-Bay Dock TAP Bundle								
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		3	$212.00	$211.22	$633.66	$0.00	$633.66
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	60m	3	$330.00	$112.78	$338.34	$0.00	$338.34
Fleet 3 Basic								

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
72036	FLEET 3 STANDARD 2 CAMERA KIT		3	$2,405.00	$1,868.80	$5,606.40	$0.00	$5,606.40
72034	FLEET SIM INSERTION, VZW		3	$15.00	$11.66	$34.98	$0.00	$34.98
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		3	$1,249.00	$970.53	$2,911.59	$0.00	$2,911.59
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		3	$249.00	$193.48	$580.44	$0.00	$580.44
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		3	$1,200.00	$932.46	$2,797.38	$0.00	$2,797.38
70112	AXON SIGNAL UNIT		3	$279.00	$216.80	$650.40	$0.00	$650.40
80400	FLEET, VEHICLE LICENSE	52m	3	$1,040.00	$808.13	$2,424.39	$0.00	$2,424.39
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52m	6	$884.00	$686.91	$4,121.46	$0.00	$4,121.46
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	3	$367.36	$285.46	$856.38	$0.00	$856.38
80379	EXT WARRANTY, AXON SIGNAL UNIT	52m	3	$60.32	$46.87	$140.61	$0.00	$140.61
Fleet 3 Basic Renewal								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52m	64	$884.00	$795.57	$50,916.48	$0.00	$50,916.48
80400	FLEET, VEHICLE LICENSE	52m	32	$1,040.00	$935.96	$29,950.72	$0.00	$29,950.72
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	32	$367.36	$330.61	$10,579.52	$0.00	$10,579.52
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)		32	$800.00	$719.97	$23,039.04	$0.00	$23,039.04
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	1	$367.36	$330.61	$330.61	$0.00	$330.61
AB3 1-Bay Dock Bundle								
74211	AXON BODY 3 - 1 BAY DOCK		6	$200.00	$200.00	$1,200.00	$0.00	$1,200.00
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		6	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera Single-Bay Dock TAP Bundle								
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	60m	6	$330.00	$112.78	$676.68	$0.00	$676.68
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		6	$212.00	$211.22	$1,267.32	$0.00	$1,267.32
Individual Items								
73682	AUTO TAGGING LICENSE	60m	85	$540.00	$29.41	$2,499.85	$0.00	$2,499.85
72036	FLEET 3 STANDARD 2 CAMERA KIT		32	$2,405.00	$0.00	$0.00	$0.00	$0.00
80322	LIVE STREAMING ADD-ON ACCESS	60m	82	$540.00	$481.03	$39,444.46	$0.00	$39,444.46
73449	RESPOND DEVICE LICENSE	60m	82	$300.00	$300.00	$24,600.00	$0.00	$24,600.00
80460	FLEET 3 BUNDLE TRUE UP	8m	3	$624.00	$702.00	$2,106.00	$0.00	$2,106.00
80479	FLEET 3 RENEWAL TRUE UP	8m	32	$166.32	$187.11	$5,987.52	$0.00	$5,987.52
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	52m	35	$2,548.00	$2,548.00	$89,180.00	$0.00	$89,180.00
80402	RESPOND DEVICE LICENSE - FLEET 3	52m	35	$780.00	$780.00	$27,300.00	$0.00	$27,300.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	3000	$24.00	$24.00	$72,000.00	$0.00	$72,000.00
80146	VIRTUAL BODYCAM STARTER		1	$1,000.00	$0.00	$0.00	$0.00	$0.00
Total						**$497,879.20**	**$0.00**	**$497,879.20**

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	06/15/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	6	06/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	06/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	06/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	06/15/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	06/15/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	06/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	06/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	06/15/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	3	06/15/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	3	06/15/2022
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	06/15/2022
Flex 2 Camera Bundle	11545	COLLAR MOUNT, FLEX 2	4	06/15/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	06/15/2022
Flex 2 Single-Bay Dock Bundle	11536	DOCK, FLEX 2, 1-BAY + CORE	3	06/15/2022
Flex 2 Single-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	06/15/2022
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	06/15/2022
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	02/15/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	3	02/15/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	02/15/2023
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	3	02/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	02/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	12/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	87	12/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	07/15/2022	07/14/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	66	07/15/2022	07/14/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	07/15/2022	07/14/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	07/15/2022	07/14/2027
A la Carte	73449	RESPOND DEVICE LICENSE	82	07/15/2022	07/14/2027
A la Carte	73682	AUTO TAGGING LICENSE	85	07/15/2022	07/14/2027
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	07/15/2022	07/14/2027
A la Carte	80322	LIVE STREAMING ADD-ON ACCESS	82	07/15/2022	07/14/2027
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	3	03/15/2023	07/14/2027
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	03/15/2023	07/14/2027
Fleet 3 Basic Renewal	80400	FLEET, VEHICLE LICENSE	32	03/15/2023	07/14/2027
Fleet 3 Basic Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	03/15/2023	07/14/2027
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	03/15/2023	07/14/2027

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	35	03/15/2023	07/14/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3
Fleet 3 Basic Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	07/15/2022	07/14/2027
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	07/15/2022	07/14/2027
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	07/15/2022	07/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	85	07/15/2022	07/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	07/15/2022	07/14/2027
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	03/15/2023	07/14/2027
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	02/15/2024	07/14/2027
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	02/15/2024	07/14/2027
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/15/2024	07/14/2027

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Payment Details

May 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 1	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 1	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.61	$0.00	$82.61
Year 1	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 1	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 1	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 1	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 1	73309	AXON CAMERA REFRESH ONE	87	$14,684.20	$0.00	$14,684.20
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.74	$0.00	$126.74
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.48	$0.00	$253.48
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 1	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 1	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 1	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 1	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 1	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 1	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 1	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 1	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 1	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.90	$0.00	$7,888.90
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 1	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 1	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 1	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	2	$319.00	$0.00	$319.00
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.66	$0.00	$67.66
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.32	$0.00	$135.32
Year 1	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.87**	**$0.00**	**$99,575.87**

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 2	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 2	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 2	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 2	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 2	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 2	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 2	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 2	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 2	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 2	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 2	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 2	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 2	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 2	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 2	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 2	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 2	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 2	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 2	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.84**	**$0.00**	**$99,575.84**

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 3	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 3	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 3	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 3	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 3	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 3	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 3	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 3	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 3	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 3	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 3	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 3	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 3	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 3	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 3	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 3	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 3	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 3	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 3	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.84**	**$0.00**	**$99,575.84**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 4	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 4	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 4	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 4	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 4	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 4	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 4	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 4	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 4	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 4	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 4	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 4	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 4	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 4	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 4	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 4	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 4	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 4	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 4	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 4	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				**$99,575.84**	**$0.00**	**$99,575.84**

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 5	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 5	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 5	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.31	$0.00	$582.31
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 5	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 5	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.08	$0.00	$116.08
Year 5	72034	FLEET SIM INSERTION, VZW	3	$6.98	$0.00	$6.98
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 5	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.46	$0.00	$559.46
Year 5	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.80	$0.00	$4,607.80
Year 5	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 5	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 5	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 5	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 5	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 5	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 5	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 5	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.13	$0.00	$28.13
Year 5	80400	FLEET, VEHICLE LICENSE	3	$484.87	$0.00	$484.87
Year 5	80400	FLEET, VEHICLE LICENSE	32	$5,990.16	$0.00	$5,990.16
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2026						
Invoice Plan	**Item**	**Description**	**Qty**	**Subtotal**	**Tax**	**Total**
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.30	$0.00	$824.30
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.28	$0.00	$10,183.28
Year 5	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 5	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.52	$0.00	$1,197.52
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.26	$0.00	$171.26
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.92	$0.00	$2,115.92
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.13	$0.00	$66.13
Total				**$99,575.81**	**$0.00**	**$99,575.81**

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Exceptions to Standard Terms and Conditions

Agency has existing contracts #00061733 and #61797 (originated via Q-307679 and Q-307819) and is terminating those contract upon the new license start date (6/1/2022) of this quote.

Signature

Date Signed

5/17/2022

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Texarkana Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not ‘certify’ a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is a tax-exempt entity under Texas law.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss transfers upon common carrier's delivery to Agency. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

   7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term,

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Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. Axon shall provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

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11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Axon shall supply certificates of insurance to Agency.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated in writing by AXON as confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter

    17.1 The Parties acknowledge and agree that Agency is subject to Chapter 552 of the Texas Government Code, commonly known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"). Notwithstanding any other provision, including exemptions or exceptions to the Act, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is determined by a court or the Attorney General of the State of Texas to be in conflict with the Act, such provision shall, insofar as that conflict, be of no force or effect. Unless disclosure is required by law, Agency agrees, to the extent permitted by the Act, to exercise reasonable and prudent measures to safeguard AXON's Confidential Information unless AXON authorizes disclosure, AXON has already made public the information, the Agency obtained the information from another source independent of AXON, or an opinion of the Attorney General requires disclosure.

    17.2 Any information or documents that AXON uses in the performance of the services provided under this Agreement which AXON considers confidential or proprietary or which contain trade secrets must be clearly

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marked accordingly by AXON. The marking must be explicit as to the designated Confidential Information.

17.3 In the event Agency receives a request for Confidential Information or other information pursuant to the Act that affects AXON's rights, title to, or interest in any software, or a part thereof, or other information, items or data furnished to Agency by AXON under the Agreement, then Agency will comply with the Act's requirements for notice to AXON of such request. AXON shall state in writing to Agency within three (3) business days of receiving Agency's notice whether it intends to approve release of the requested information or assert to the Texas Attorney General statutory exceptions to disclosure. If AXON decides to assert exceptions to the Act in response to the request, then AXON shall, at its own expense, prepare and send the notices, comments, and briefing for its submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. AXON shall also prepare at its expense for Agency's use the notices, comments, and briefing for Agency's submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. The Parties intend for AXON to hold Agency harmless and fund or reimburse all Agency expenses for any assertion of statutory exceptions to disclosure to the Texas Attorney General and for AXON seeking a judicial ruling on its asserted statutory exceptions to withholding information requested under the Act. For any suit pursuant to Sections 552.324 and 552.325 of the Texas Government Code, AXON shall bear all litigation costs, expenses, attorney's fees, and assessments, including the costs, expenses, and attorney's fees incurred by Agency and any adverse assessments against Agency arising out of Agency or the City of Texarkana, Texas, or both, being a named party to such a suit.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, IP Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Texarkana Police Department
Attn:
Street Address: 100 N State Line Ave
City, State, Zip: Texarkana, TX 75501
Email:

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Texarkana Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

   1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

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7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement. This section shall not apply to Force Majeure events.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

    12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14. **After Termination**. Axon will not delete Agency Content for 180 days following termination. There will be no functionality of Axon Cloud Services during these 180 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 180 days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Axon Customer Experience Improvement Program Appendix

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Master Services and Purchasing Agreement for Agency

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Attachment: 2022-050 EXH 'A' Axon Contract (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-050 Goals & Perspectives (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

RESOLUTION NO. 2022-050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL FROM AXON ENTERPRISE, INC. OF SCOTTSDALE, ARIZONA, FOR FLEET AND BODY CAMERA HARDWARE AND SOFTWARE UTILIZING BUY BOARD PRICING IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED NINETY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY-NINE DOLLARS AND TWENTY CENTS ($497,879.20) FOR A PERIOD OF FIVE (5) YEARS WITH AN ANNUAL COST NOT TO EXCEED NINETY-NINE THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS AND EIGHTY-FOUR CENTS ($99,575.84) ANNUALLY, WITH FUNDS BUDGETED IN THE PUBLIC SAFETY EQUIPMENT FUND (FUND 108) AND THE FLEET CAPITAL REPLACEMENT FUND (FUND 704); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has a need for fleet and body camera hardware and software for use by the police and fire departments; and

WHEREAS, utilizing Buy Board contract pricing to purchase these devices and services will allow this hardware and software to be provided to the police and fire departments; and

WHEREAS, Axon Enterprise, Inc. of Scottsdale, Arizona, is an authorized Buy Board vendor (Contract #648-21) for fleet and body camera hardware and software; and

WHEREAS, the City has received a proposed Axon Enterprise, Inc. of Scottsdale, Arizona, quote from Buy Board, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the proposed agreement from Axon Enterprise, Inc. of Scottsdale, Arizona, for fleet and body camera hardware and software is for a proposed term of five (5) years in an amount not to exceed $99,575.84 per year, for a total cost not to exceed $497,879.20; and

WHEREAS, the yearly estimated cost of $99,575.84 is budgeted in the Public Safety Equipment Fund (Fund 108) and the Fleet Capital Replacement Fund (Fund 704).

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

SECTION 1: The City Manager be and is hereby authorized to execute an agreement with Axon Enterprise, Inc. of Scottsdale, Arizona, for fleet and body camera hardware and software, over a five (5) year period, that will be in an amount not to exceed $99,575.84 per year for a total cost not to exceed $497,879.20.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55p.m.

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

2022-050 EXH 'A'

BuyBoard Contract #648-21
Q-389304-44698.839MA

Issued: 05/17/2022
Quote Expiration: 06/30/2022
Estimated Contract Start Date: 07/15/2022

Account Number: 147833
Payment Terms: N30
Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Delivery;Invoice;Other-100 N State Line Ave 100 N State Line Ave Texarkana, TX 75501-5677 USA	Texarkana Police Dept. - TX 100 N State Line Ave Texarkana, TX 75501-5677 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Matt Appelbaum Phone: Email: mappelbaum@axon.com Fax:	Michael Henry Phone: (903) 798-3112 Email: henry@txkusa.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$497,879.20
ESTIMATED TOTAL W/ TAX	$497,879.20

Discount Summary

Average Savings Per Year	$83,337.27
TOTAL SAVINGS	$416,686.36

Payment Summary

Date	Subtotal	Tax	Total
May 2022	$99,575.87	$0.00	$99,575.87
May 2023	$99,575.84	$0.00	$99,575.84
May 2024	$99,575.84	$0.00	$99,575.84
May 2025	$99,575.84	$0.00	$99,575.84
May 2026	$99,575.81	$0.00	$99,575.81
Total	**$497,879.20**	**$0.00**	**$497,879.20**

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Quote List Price: $914,565.56
Quote Subtotal: $497,879.20

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
AB3 Camera Bundle								
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		2	$0.00	$0.00	$0.00	$0.00	$0.00
73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK		82	$699.00	$0.00	$0.00	$0.00	$0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		91	$0.00	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		91	$0.00	$0.00	$0.00	$0.00	$0.00
AB3 Multi Bay Dock Bundle								
74210	AXON BODY 3 - 8 BAY DOCK		10	$1,495.00	$0.00	$0.00	$0.00	$0.00
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		10	$0.00	$0.00	$0.00	$0.00	$0.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK		10	$43.90	$0.00	$0.00	$0.00	$0.00
Flex 2 Camera Bundle								
11532	FLEX 2 CONTROLLER		3	$262.00	$0.00	$0.00	$0.00	$0.00
11528	FLEX 2 CAMERA, (ONLINE)		3	$470.00	$0.00	$0.00	$0.00	$0.00
11545	COLLAR MOUNT, FLEX 2		4	$0.00	$0.00	$0.00	$0.00	$0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	$0.00	$0.00	$0.00	$0.00	$0.00
74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2		3	$0.00	$0.00	$0.00	$0.00	$0.00
Flex 2 Single-Bay Dock Bundle								
11536	DOCK, FLEX 2, 1-BAY + CORE		3	$413.00	$137.67	$413.01	$0.00	$413.01
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		3	$0.00	$0.00	$0.00	$0.00	$0.00
Basic License Bundle								
73840	EVIDENCE.COM BASIC LICENSE	60m	66	$900.00	$0.00	$0.00	$0.00	$0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	66	$0.00	$0.00	$0.00	$0.00	$0.00
Pro License Bundle								
73746	PROFESSIONAL EVIDENCE.COM LICENSE	60m	33	$2,340.00	$0.00	$0.00	$0.00	$0.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	99	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera Multi-Bay Dock TAP Bundle								
80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	60m	10	$1,260.00	$75.90	$759.00	$0.00	$759.00
73689	MULTI-BAY BWC DOCK 1ST REFRESH		10	$1,585.00	$986.10	$9,861.00	$0.00	$9,861.00
Body Worn Camera TAP Bundle								
80464	EXT WARRANTY, CAMERA (TAP)	60m	85	$700.20	$113.60	$9,656.00	$0.00	$9,656.00
73309	AXON CAMERA REFRESH ONE		87	$741.00	$843.92	$73,421.04	$0.00	$73,421.04
80464	EXT WARRANTY, CAMERA (TAP)	60m	2	$700.20	$797.46	$1,594.92	$0.00	$1,594.92
Body Worn Camera Single-Bay Dock TAP Bundle								
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		3	$212.00	$211.22	$633.66	$0.00	$633.66
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	60m	3	$330.00	$112.78	$338.34	$0.00	$338.34
Fleet 3 Basic								

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2022-050 EXH 'A'

Item	Description	Term	Qty	List Price	Net Price	Subtotal	Tax	Total
72036	FLEET 3 STANDARD 2 CAMERA KIT		3	$2,405.00	$1,868.80	$5,606.40	$0.00	$5,606.40
72034	FLEET SIM INSERTION, VZW		3	$15.00	$11.66	$34.98	$0.00	$34.98
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD		3	$1,249.00	$970.53	$2,911.59	$0.00	$2,911.59
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL		3	$249.00	$193.48	$580.44	$0.00	$580.44
73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)		3	$1,200.00	$932.46	$2,797.38	$0.00	$2,797.38
70112	AXON SIGNAL UNIT		3	$279.00	$216.80	$650.40	$0.00	$650.40
80400	FLEET, VEHICLE LICENSE	52m	3	$1,040.00	$808.13	$2,424.39	$0.00	$2,424.39
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52m	6	$884.00	$686.91	$4,121.46	$0.00	$4,121.46
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	3	$367.36	$285.46	$856.38	$0.00	$856.38
80379	EXT WARRANTY, AXON SIGNAL UNIT	52m	3	$60.32	$46.87	$140.61	$0.00	$140.61
Fleet 3 Basic Renewal								
80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	52m	64	$884.00	$795.57	$50,916.48	$0.00	$50,916.48
80400	FLEET, VEHICLE LICENSE	52m	32	$1,040.00	$935.96	$29,950.72	$0.00	$29,950.72
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	32	$367.36	$330.61	$10,579.52	$0.00	$10,579.52
73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)		32	$800.00	$719.97	$23,039.04	$0.00	$23,039.04
80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	41m	1	$367.36	$330.61	$330.61	$0.00	$330.61
AB3 1-Bay Dock Bundle								
74211	AXON BODY 3 - 1 BAY DOCK		6	$200.00	$200.00	$1,200.00	$0.00	$1,200.00
71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT		6	$0.00	$0.00	$0.00	$0.00	$0.00
Body Worn Camera Single-Bay Dock TAP Bundle								
80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	60m	6	$330.00	$112.78	$676.68	$0.00	$676.68
73313	1-BAY DOCK AXON CAMERA REFRESH ONE		6	$212.00	$211.22	$1,267.32	$0.00	$1,267.32
Individual Items								
73682	AUTO TAGGING LICENSE	60m	85	$540.00	$29.41	$2,499.85	$0.00	$2,499.85
72036	FLEET 3 STANDARD 2 CAMERA KIT		32	$2,405.00	$0.00	$0.00	$0.00	$0.00
80322	LIVE STREAMING ADD-ON ACCESS	60m	82	$540.00	$481.03	$39,444.46	$0.00	$39,444.46
73449	RESPOND DEVICE LICENSE	60m	82	$300.00	$300.00	$24,600.00	$0.00	$24,600.00
80460	FLEET 3 BUNDLE TRUE UP	8m	3	$624.00	$702.00	$2,106.00	$0.00	$2,106.00
80479	FLEET 3 RENEWAL TRUE UP	8m	32	$166.32	$187.11	$5,987.52	$0.00	$5,987.52
80401	FLEET 3, ALPR LICENSE, 1 CAMERA	52m	35	$2,548.00	$2,548.00	$89,180.00	$0.00	$89,180.00
80402	RESPOND DEVICE LICENSE - FLEET 3	52m	35	$780.00	$780.00	$27,300.00	$0.00	$27,300.00
73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	60m	3000	$24.00	$24.00	$72,000.00	$0.00	$72,000.00
80146	VIRTUAL BODYCAM STARTER		1	$1,000.00	$0.00	$0.00	$0.00	$0.00
Total						**$497,879.20**	**$0.00**	**$497,879.20**

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Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 1-Bay Dock Bundle	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	06/15/2022
AB3 1-Bay Dock Bundle	74211	AXON BODY 3 - 1 BAY DOCK	6	06/15/2022
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	06/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	06/15/2022
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	06/15/2022
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	06/15/2022
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	06/15/2022
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	06/15/2022
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	10	06/15/2022
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	3	06/15/2022
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	3	06/15/2022
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	06/15/2022
Flex 2 Camera Bundle	11545	COLLAR MOUNT, FLEX 2	4	06/15/2022
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	06/15/2022
Flex 2 Single-Bay Dock Bundle	11536	DOCK, FLEX 2, 1-BAY + CORE	3	06/15/2022
Flex 2 Single-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	06/15/2022
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	06/15/2022
Fleet 3 Basic	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	02/15/2023
Fleet 3 Basic	70112	AXON SIGNAL UNIT	3	02/15/2023
Fleet 3 Basic	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	02/15/2023
Fleet 3 Basic	72034	FLEET SIM INSERTION, VZW	3	02/15/2023
Fleet 3 Basic	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	02/15/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	12/15/2025
Body Worn Camera Single-Bay Dock TAP Bundle	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	12/15/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	87	12/15/2025

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	07/15/2022	07/14/2027
Basic License Bundle	73840	EVIDENCE.COM BASIC LICENSE	66	07/15/2022	07/14/2027
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	07/15/2022	07/14/2027
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	07/15/2022	07/14/2027
A la Carte	73449	RESPOND DEVICE LICENSE	82	07/15/2022	07/14/2027
A la Carte	73682	AUTO TAGGING LICENSE	85	07/15/2022	07/14/2027
A la Carte	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	07/15/2022	07/14/2027
A la Carte	80322	LIVE STREAMING ADD-ON ACCESS	82	07/15/2022	07/14/2027
Fleet 3 Basic	80400	FLEET, VEHICLE LICENSE	3	03/15/2023	07/14/2027
Fleet 3 Basic	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	03/15/2023	07/14/2027
Fleet 3 Basic Renewal	80400	FLEET, VEHICLE LICENSE	32	03/15/2023	07/14/2027
Fleet 3 Basic Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	03/15/2023	07/14/2027
A la Carte	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	03/15/2023	07/14/2027

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Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	35	03/15/2023	07/14/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3
Fleet 3 Basic Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32
A la Carte	80146	VIRTUAL BODYCAM STARTER	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	07/15/2022	07/14/2027
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	07/15/2022	07/14/2027
Body Worn Camera Single-Bay Dock TAP Bundle	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	07/15/2022	07/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	85	07/15/2022	07/14/2027
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	2	07/15/2022	07/14/2027
Fleet 3 Basic	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	03/15/2023	07/14/2027
Fleet 3 Basic	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	02/15/2024	07/14/2027
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	02/15/2024	07/14/2027
Fleet 3 Basic Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	02/15/2024	07/14/2027

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Payment Details

May 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 1	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 1	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 1	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.61	$0.00	$82.61
Year 1	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 1	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 1	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 1	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 1	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 1	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 1	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 1	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 1	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 1	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 1	73309	AXON CAMERA REFRESH ONE	87	$14,684.20	$0.00	$14,684.20
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.74	$0.00	$126.74
Year 1	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.48	$0.00	$253.48
Year 1	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 1	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 1	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 1	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 1	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 1	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 1	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 1	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 1	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 1	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 1	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 1	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 1	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 1	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.90	$0.00	$7,888.90
Year 1	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 1	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 1	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 1	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 1	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2022

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 1	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 1	80464	EXT WARRANTY, CAMERA (TAP)	2	$319.00	$0.00	$319.00
Year 1	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.66	$0.00	$67.66
Year 1	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.32	$0.00	$135.32
Year 1	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 1	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.87**	**$0.00**	**$99,575.87**

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 2	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 2	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 2	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 2	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 2	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 2	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 2	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 2	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 2	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 2	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 2	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 2	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 2	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 2	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 2	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 2	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 2	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 2	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 2	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 2	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 2	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 2	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 2	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2023

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 2	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 2	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 2	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 2	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 2	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 2	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 2	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 2	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 2	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 2	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 2	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 2	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 2	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 2	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 2	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 2	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 2	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.84**	**$0.00**	**$99,575.84**

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 3	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 3	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 3	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 3	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 3	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32
Year 3	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 3	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 3	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 3	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 3	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 3	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 3	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 3	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 3	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 3	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 3	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 3	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 3	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 3	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 3	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 3	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 3	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 3	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 3	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 3	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 3	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 3	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 3	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 3	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 3	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 3	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 3	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 3	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 3	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 3	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 3	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 3	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 3	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 3	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 3	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 3	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90
Total				**$99,575.84**	**$0.00**	**$99,575.84**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 4	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 4	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 4	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 4	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 4	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.32	$0.00	$582.32

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 4	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 4	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 4	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 4	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.09	$0.00	$116.09
Year 4	72034	FLEET SIM INSERTION, VZW	3	$7.00	$0.00	$7.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 4	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 4	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 4	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 4	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 4	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.48	$0.00	$559.48
Year 4	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.81	$0.00	$4,607.81
Year 4	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 4	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 4	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 4	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 4	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 4	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 4	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 4	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 4	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 4	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 4	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 4	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 4	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.12	$0.00	$28.12
Year 4	80400	FLEET, VEHICLE LICENSE	3	$484.88	$0.00	$484.88
Year 4	80400	FLEET, VEHICLE LICENSE	32	$5,990.14	$0.00	$5,990.14
Year 4	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 4	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.29	$0.00	$824.29
Year 4	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.30	$0.00	$10,183.30
Year 4	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 4	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 4	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 4	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 4	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.50	$0.00	$1,197.50
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.28	$0.00	$171.28
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.12	$0.00	$66.12
Year 4	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.90	$0.00	$2,115.90

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Total				$99,575.84	$0.00	$99,575.84

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	11528	FLEX 2 CAMERA, (ONLINE)	3	$0.00	$0.00	$0.00
Year 5	11532	FLEX 2 CONTROLLER	3	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	91	$0.00	$0.00	$0.00
Year 5	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	4	$0.00	$0.00	$0.00
Year 5	11536	DOCK, FLEX 2, 1-BAY + CORE	3	$82.60	$0.00	$82.60
Year 5	11545	COLLAR MOUNT, FLEX 2	4	$0.00	$0.00	$0.00
Year 5	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	3	$582.31	$0.00	$582.31
Year 5	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	10	$0.00	$0.00	$0.00
Year 5	70112	AXON SIGNAL UNIT	3	$130.08	$0.00	$130.08
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	10	$0.00	$0.00	$0.00
Year 5	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	3	$0.00	$0.00	$0.00
Year 5	71104	NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT	6	$0.00	$0.00	$0.00
Year 5	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	3	$116.08	$0.00	$116.08
Year 5	72034	FLEET SIM INSERTION, VZW	3	$6.98	$0.00	$6.98
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	32	$0.00	$0.00	$0.00
Year 5	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	$1,121.28	$0.00	$1,121.28
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	82	$0.00	$0.00	$0.00
Year 5	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	2	$0.00	$0.00	$0.00
Year 5	73309	AXON CAMERA REFRESH ONE	87	$14,684.21	$0.00	$14,684.21
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	3	$126.73	$0.00	$126.73
Year 5	73313	1-BAY DOCK AXON CAMERA REFRESH ONE	6	$253.46	$0.00	$253.46
Year 5	73391	FLEET 3 NEW INSTALLATION (PER VEHICLE)	3	$559.46	$0.00	$559.46
Year 5	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	32	$4,607.80	$0.00	$4,607.80
Year 5	73449	RESPOND DEVICE LICENSE	82	$4,920.00	$0.00	$4,920.00
Year 5	73682	AUTO TAGGING LICENSE	85	$499.97	$0.00	$499.97
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	66	$0.00	$0.00	$0.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	3000	$14,400.00	$0.00	$14,400.00
Year 5	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE-	99	$0.00	$0.00	$0.00
Year 5	73689	MULTI-BAY BWC DOCK 1ST REFRESH	10	$1,972.20	$0.00	$1,972.20
Year 5	73746	PROFESSIONAL EVIDENCE.COM LICENSE	33	$0.00	$0.00	$0.00
Year 5	73840	EVIDENCE.COM BASIC LICENSE	66	$0.00	$0.00	$0.00
Year 5	74028	WING CLIP MOUNT, AXON RAPIDLOCK	91	$0.00	$0.00	$0.00
Year 5	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	3	$0.00	$0.00	$0.00
Year 5	74210	AXON BODY 3 - 8 BAY DOCK	10	$0.00	$0.00	$0.00
Year 5	74211	AXON BODY 3 - 1 BAY DOCK	6	$240.00	$0.00	$240.00
Year 5	80146	VIRTUAL BODYCAM STARTER	1	$0.00	$0.00	$0.00
Year 5	80322	LIVE STREAMING ADD-ON ACCESS	82	$7,888.89	$0.00	$7,888.89
Year 5	80379	EXT WARRANTY, AXON SIGNAL UNIT	3	$28.13	$0.00	$28.13
Year 5	80400	FLEET, VEHICLE LICENSE	3	$484.87	$0.00	$484.87
Year 5	80400	FLEET, VEHICLE LICENSE	32	$5,990.16	$0.00	$5,990.16
Year 5	80401	FLEET 3, ALPR LICENSE, 1 CAMERA	35	$17,836.00	$0.00	$17,836.00
Year 5	80402	RESPOND DEVICE LICENSE - FLEET 3	35	$5,460.00	$0.00	$5,460.00

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

May 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	6	$824.30	$0.00	$824.30
Year 5	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	64	$10,183.28	$0.00	$10,183.28
Year 5	80460	FLEET 3 BUNDLE TRUE UP	3	$421.20	$0.00	$421.20
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	85	$1,931.20	$0.00	$1,931.20
Year 5	80464	EXT WARRANTY, CAMERA (TAP)	2	$318.98	$0.00	$318.98
Year 5	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	10	$151.80	$0.00	$151.80
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	3	$67.67	$0.00	$67.67
Year 5	80466	EXT WARRANTY, SINGLE-BAY DOCK (TAP)	6	$135.34	$0.00	$135.34
Year 5	80479	FLEET 3 RENEWAL TRUE UP	32	$1,197.52	$0.00	$1,197.52
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	$171.26	$0.00	$171.26
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	32	$2,115.92	$0.00	$2,115.92
Year 5	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	1	$66.13	$0.00	$66.13
Total				**$99,575.81**	**$0.00**	**$99,575.81**

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

2022-050 EXH 'A'

Exceptions to Standard Terms and Conditions

Agency has existing contracts #00061733 and #61797 (originated via Q-307679 and Q-307819) and is terminating those contract upon the new license start date (6/1/2022) of this quote.

Signature

Date Signed

5/17/2022

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

2022-050 EXH 'A'

FLEET STATEMENT OF WORK BETWEEN AXON ENTERPRISE AND AGENCY

Introduction

This Statement of Work ("SOW") has been made and entered into by and between Axon Enterprise, Inc. ("AXON"), and Texarkana Police Dept. - TX the ("AGENCY") for the purchase of the Axon Fleet in-car video solution ("FLEET") and its supporting information, services and training. (AXON Technical Project Manager/The AXON installer)

Purpose and Intent

AGENCY states, and AXON understands and agrees, that Agency's purpose and intent for entering into this SOW is for the AGENCY to obtain from AXON deliverables, which used solely in conjunction with AGENCY's existing systems and equipment, which AGENCY specifically agrees to purchase or provide pursuant to the terms of this SOW.

This SOW contains the entire agreement between the parties. There are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in the SOW.

Acceptance

Upon completion of the services outlined in this SOW, AGENCY will be provided a professional services acceptance form ("Acceptance Form"). AGENCY will sign the Acceptance Form acknowledging that services have been completed in substantial conformance with this SOW and the Agreement. If AGENCY reasonably believes AXON did not complete the professional services in conformance with this SOW, AGENCY must notify AXON in writing of the specific reasons within seven (7) calendar days from delivery of the Acceptance Form. AXON will remedy the issues to conform with this SOW and re-present the Acceptance Form for signature. If AXON does not receive the signed Acceptance Form or written notification of the reasons for rejection within 7 calendar days of the delivery of the Acceptance Form, AGENCY will be deemed to have accepted the services in accordance to this SOW.

Force Majeure

Neither party hereto shall be liable for delays or failure to perform with respect to this SOW due to causes beyond the party's reasonable control and not avoidable by diligence.

Schedule Change

Each party shall notify the other as soon as possible regarding any changes to agreed upon dates and times of Axon Fleet in-car Solution installation-to be performed pursuant of this Statement of Work.

Axon Fleet Deliverables

Typically, within (30) days of receiving this fully executed SOW, an AXON Technical Project Manager will deliver to AGENCY's primary point of contact via electronic media, controlled documentation, guides, instructions and videos followed by available dates for the initial project review and customer readiness validation. Unless otherwise agreed upon by AXON, AGENCY may print and reproduce said documents for use by its employees only.

Security Clearance and Access

Upon AGENCY's request, AXON will provide the AGENCY a list of AXON employees, agents, installers or representatives which require access to the AGENCY's facilities in order to perform Work pursuant of this Statement of Work. AXON will ensure that each employee, agent or representative has been informed or and consented to a criminal background investigation by AGENCY for the purposes of being allowed access to AGENCY's facilities. AGENCY is responsible for providing AXON with all required instructions and documentation accompanying the security background check's requirements.

Training

AXON will provide training applicable to Axon Evidence, Cradlepoint NetCloud Manager and Axon Fleet application in a train-the-trainer style method unless otherwise agreed upon between the AGENCY and AXON.

Local Computer

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AGNECY is responsible for providing a mobile data computer (MDC) with the same software, hardware, and configuration that AGENCY personnel will use with the AXON system being installed. AGENCY is responsible for making certain that any and all security settings (port openings, firewall settings, antivirus software, virtual private network, routing, etc.) are made prior to the installation, configuration and testing of the aforementioned deliverables.

Network

AGENCY is responsible for making certain that any and all network(s) route traffic to appropriate endpoints and AXON is not liable for network breach, data interception, or loss of data due to misconfigured firewall settings or virus infection, except to the extent that such virus or infection is caused, in whole or in part, by defects in the deliverables.

Cradlepoint Router

When applicable, AGENCY must provide AXON Installers with temporary administrative access to Cradlepoint's NetCloud Manager to the extent necessary to perform Work pursuant of this Statement of Work.

Evidence.com

AGENCY must provide AXON Installers with temporary administrative access to Axon Evidence.com to the extent necessary to perform Work pursuant of this SOW.

Wireless Upload System

If purchased by the AGENCY, on such dates and times mutually agreed upon by the parties, AXON will install and configure into AGENCY's existing network a wireless network infrastructure as identified in the AGENCY's binding quote based on conditions of the sale.

VEHICLE INSTALLATION

Preparedness

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On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer less weapons and items of evidence. Vehicle(s) will be deemed 'out of service' to the extent necessary to perform Work pursuant of this SOW.

Existing Mobile Video Camera System Removal

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer which will remove from said vehicles all components of the existing mobile video camera system unless otherwise agreed upon by the AGENCY.

Major components will be salvaged by the AXON Installer for auction by the AGENCY. Wires and cables are ~~not~~ considered expendable and will not be salvaged. Salvaged components will be placed in a designated area by the AGENCY within close proximity of the vehicle in an accessible work space.

Prior to removing the existing mobile video camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's systems' operation to identify and operate, documenting any existing component or system failures and in detail, identify which components of the existing mobile video camera system will be removed by the AXON Installer.

In-Car Hardware/Software Delivery and Installation

On such dates and times mutually agreed upon by the parties, the AGENCY will deliver all vehicles to an AXON Installer, who will install and configure in each vehicle in accordance with the specifications detailed in the system's installation manual and its relevant addendum(s). Applicable in-car hardware will be installed and configured as defined and validated by the AGENCY during the pre-deployment discovery process.

If a specified vehicle is unavailable on the date and time agreed upon by the parties, AGENCY will provide a similar vehicle for the installation process. Delays due to a vehicle, or substitute vehicle, not being available at agreed upon dates and times may results in additional fees to the AGENCY. If the AXON Installer determines that a vehicle is not properly prepared for installation ("Not Fleet Ready"), such as a battery not being properly charged or properly up-fit for in-service, field operations, the issue shall be reported immediately to the AGENCY for resolution and a date and time for the future installation shall be agreed upon by the parties.

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Upon completion of installation and configuration, AXON will systematically test all installed and configured in-car hardware and software to ensure that ALL functions of the hardware and software are fully operational and that any deficiencies are corrected unless otherwise agreed upon by the AGENCY, installation, configuration, test and the correct of any deficiencies will be completed in each vehicle accepted for installation.

Prior to installing the Axon Fleet camera systems, it is both the responsibility of the AGENCY and the AXON Installer to test the vehicle's existing systems' operation to identify, document any existing component or vehicle systems' failures. Prior to any vehicle up-fitting the AXON Installer will introduce the system's components, basic functions, integrations and systems overview along with reference to AXON approved, AGENCY manuals, guides, portals and videos. It is both the responsibility of the AGENCY and the AXON Installer to agree on placement of each components, the antenna(s), integration recording trigger sources and customer preferred power, ground and ignition sources prior to permanent or temporary installation of an Axon Fleet camera solution in each vehicle type. Agreed placement will be documented by the AXON Installer.

AXON welcomes up to 5 persons per system operation training session per day, and unless otherwise agreed upon by the AGENCY, the first vehicle will be used for an installation training demonstration. The second vehicle will be used for an assisted installation training demonstration. The installation training session is customary to any AXON Fleet installation service regardless of who performs the continued Axon Fleet system installations.

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The customary training session does not 'certify' a non-AXON Installer, customer-employed Installer or customer 3rd party Installer, since the AXON Fleet products does not offer an Installer certification program. Any work performed by non-AXON Installer, customer-employed Installer or customer 3rd party Installer is not warrantied by AXON, and AXON is not liable for any damage to the vehicle and its existing systems and AXON Fleet hardware.

Attachment: 2022-050 RES Axon fleet,body camera sfhdware signed (3702 : 2022-050 RES Axon Enterprise, Inc. Contract)

Master Services and Purchasing Agreement for Agency

2022-050 EXH 1A'

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("Renewal Term"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is a tax-exempt entity under Texas law.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss transfers upon common carrier's delivery to Agency. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty; Disclaimer**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for 30 months and 90 days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. **All software and Axon Cloud Services, are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices, software, and services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

   7.2. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term,

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Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon Manufactured Device or (b) 90-days from the date of repair or replacement.

7.2.1. If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.3. **Spare Axon Devices**. Axon shall provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.4. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.4.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.

7.4.2. Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.5. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.6. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.7. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon, and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "Releasees"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of Axon or any Releasees or otherwise. Agency agrees not to make or bring any such claim against Axon or any other Releasee, and forever release and discharge Axon and all other Releasees from liability under such claims. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

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11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Axon shall supply certificates of insurance to Agency.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated in writing by AXON as confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5 years thereafter

    17.1 The Parties acknowledge and agree that Agency is subject to Chapter 552 of the Texas Government Code, commonly known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"). Notwithstanding any other provision, including exemptions or exceptions to the Act, the Parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is determined by a court or the Attorney General of the State of Texas to be in conflict with the Act, such provision shall, insofar as that conflict, be of no force or effect. Unless disclosure is required by law, Agency agrees, to the extent permitted by the Act, to exercise reasonable and prudent measures to safeguard AXON's Confidential Information unless AXON authorizes disclosure, AXON has already made public the information, the Agency obtained the information from another source independent of AXON, or an opinion of the Attorney General requires disclosure.

    17.2 Any information or documents that AXON uses in the performance of the services provided under this Agreement which AXON considers confidential or proprietary or which contain trade secrets must be clearly

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marked accordingly by AXON. The marking must be explicit as to the designated Confidential Information.

17.3 In the event Agency receives a request for Confidential Information or other information pursuant to the Act that affects AXON's rights, title to, or interest in any software, or a part thereof, or other information, items or data furnished to Agency by AXON under the Agreement, then Agency will comply with the Act's requirements for notice to AXON of such request. AXON shall state in writing to Agency within three (3) business days of receiving Agency's notice whether it intends to approve release of the requested information or assert to the Texas Attorney General statutory exceptions to disclosure. If AXON decides to assert exceptions to the Act in response to the request, then AXON shall, at its own expense, prepare and send the notices, comments, and briefing for its submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. AXON shall also prepare at its expense for Agency's use the notices, comments, and briefing for Agency's submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. The Parties intend for AXON to hold Agency harmless and fund or reimburse all Agency expenses for any assertion of statutory exceptions to disclosure to the Texas Attorney General and for AXON seeking a judicial ruling on its asserted statutory exceptions to withholding information requested under the Act. For any suit pursuant to Sections 552.324 and 552.325 of the Texas Government Code, AXON shall bear all litigation costs, expenses, attorney's fees, and assessments, including the costs, expenses, and attorney's fees incurred by Agency and any adverse assessments against Agency arising out of Agency or the City of Texarkana, Texas, or both, being a named party to such a suit.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, IP Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

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2022-050 EXH "A"

Axon: Axon Enterprise, Inc.
Attn: Legal
17800 N. 85th Street
Scottsdale, Arizona 85255
legal@axon.com

Agency: Texarkana Police Department
Attn:
Street Address: 100 N State Line Ave
City, State, Zip: Texarkana, TX 75501
Email:

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

AGENCY:

Texarkana Police Department

Signature: _____

Name: _____

Title: _____

Date: _____

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Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

   1.1. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

   1.2. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

   1.3. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

   1.4. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

   5.1. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

   5.2. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

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7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement. This section shall not apply to Force Majeure events.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    12.1. The Axon Records Subscription Term will end upon the competition of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 bundle, upon competition of the OSP 7 Term ("**Axon Records Subscription**")

    12.2. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    12.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    12.4. Users of Axon Records at the agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Agency exceed an average rate of 100 GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    13.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    13.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

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13.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

13.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

13.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

13.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

13.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14. **After Termination**. Axon will not delete Agency Content for 180 days following termination. There will be no functionality of Axon Cloud Services during these 180 days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 180 days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. Axon Customer Experience Improvement Program (ACEIP). The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers, to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("Use Case"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein, will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 Term**. OSP 7 begins on the date specified in the Quote ("**OSP 7 Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to change Axon Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty days after completing Auto-Tagging Services, Axon will provide up to 5 hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence as long as Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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AXON

Master Services and Purchasing Agreement for Agency

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. **Agency Responsibilities**. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "Axon Fleet") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by or as directed by Axon.

4. **Wireless Offload Server.**

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within 7 days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

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7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as schedule on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within 30 days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/2/2022 9:11 AM

Lead Department: Public Works Department **Action Officer:** Amanda Freeland,

Subject: Resolution No. 2022-052 authorizing the City Manager to execute a contract with Smith Ready Mix, Inc., of Texarkana, Texas, in an amount not to exceed $474,251.70 with funds available in the fiscal year 2022 street maintenance general fund, to supply concrete materials used in the construction and maintenance of streets, alleys, bridges, and storm drains.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Date of Invitation for Bid (IFB 22-1901-04) posted on website: May 20, 2022
Dates published in Texarkana Gazette: May 22, 2022, and May 29, 2022
Opened Bids: June 1, 2022
Bids received: A & I Ready Mix, LLC and Smith Ready Mix, Inc.
Lowest Responsive Bidder: Smith Ready Mix, Inc.; See EXH "A"
Budget: FY22 Street Maintenance General Fund
Policy Exceptions: None
Scope of Work: Providing Concrete Materials for our Street Department for purpose of making roadway repairs. (1) one-year renewal up to (5) five years.

Potential Options:

- Approve CM to enter into Contract
- Not Approve CM to enter into Contract

Fiscal Implications:

FY22 Street Maintenance General Fund

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NONE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-052 RES Concrete Materials Contract (DOCX)
b. 2022-052 EXH 'A' Bid Tab (PDF)
c. 2022-052 Goals & Perspectives (DOCX)
d. 2022-052 RES Concrete Materials Contract signed (PDF)

Staff Coordination

Public Works Department		Amanda Freeland	Action Completed	06/01/2022 11:27 AM
Public Works Department		Dusty Henslee	Department Head Review	Completed 06/01/2022 1:18 PM
Finance Department	Kristin Peeples	Finance Review	Completed	06/09/2022 8:07 AM
City Manager	David Orr	City Manager Review	Completed	06/09/2022 3:11 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SMITH READY MIX, INC. OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS ($474,251.70), TO BE PAID FROM THE STREET MAINTENANCE GENERAL FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, uses Concrete Materials throughout the year conducting maintenance operations of streets, sidewalks, and other infrastructure: and

WHEREAS, these maintenance operations require various amounts of concrete materials on a varied schedule, the City announced a request for bid for unit pricing of different materials to be purchased by the City as needed to support its annual maintenance program; and

WHEREAS, on June 2, 2022, two (2) bids were received and Smith Ready Mix, Inc. of Texarkana, Texas, submitted the lowest and most responsible bid summarized on the Bid Tab Sheet **(Exhibit "A")**; and

WHEREAS, the bidder met the specifications for a one (1) year contract with four (4) additional one (1) year renewal options; and

WHEREAS, funds are available in the Street Maintenance General Fund FY 2022 budget.

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

SECTION 1: That the lowest most responsible bidder for concrete materials for the City is hereby declared to be Smith Ready Mix, Inc. of Texarkana, Texas.

SECTION 2: That the City Manager be and is hereby authorized to execute a one (1) year contract with four (4) additional one (1) year renewal options with Smith Ready Mix, Inc. of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-052 RES Concrete Materials Contract [Revision 1] (3701 : 2022-052 RES Concrete Materials Contract)

TABULATION - CONCRETE MATERIALS CONTRACT

IFB #22-1901-04 (Closing Wednesday, June 1, 2022 @ 10:00am)

ORIGINAL BIDS TURNED IN

			A & I Ready Mix, LLC 109 Wildwood Dr Queen City, TX 75572 903-799-7577 aireadymix01@gmail.com		Smith's Ready Mix, Inc. 7750 New Boston Rd Texarkana, TX 75501 870-703-9052 matt@smithreadymix.net	
	Est. Yearly Average	***Unit***	***Unit Cost***	***Total***	***Unit Cost***	***Total***
Class A Concrete	100	C.Y.	$140.00	$14,000.00	$121.84	$12,184.00
Class C Concrete	2500	C.Y.	$150.00	$375,000.00	$128.64	$321,600.00
K-Modified	150	C.Y.			$146.21	$21,931.50
Type III Flowable Fill Dry	500	C.Y.	$140.00	$70,000.00	$88.39	$44,195.00
Type III Flowable Fill Wet	500	C.Y.	$130.00	$65,000.00	$88.39	$44,195.00
Dry Cement (City will pick up)	140	Ton			$215.33	$30,146.20
			5 CY Minimum Load		*3 CY Minimum Load*	
Total				***$524,000.00***		***$474,251.70***

Attachment: 2022-052 EXH 'A' Bid Tab (3701 : 2022-052 RES Concrete Materials Contract)

City of Texarkana, Texas 2022-052

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-052 Goals & Perspectives (3701 : 2022-052 RES Concrete Materials Contract)

RESOLUTION NO. 2022-052

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SMITH READY MIX, INC. OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED FOUR HUNDRED THIRTEEN THOUSAND THREE HUNDRED FIFTY DOLLARS ($474,251.70), TO BE PAID FROM THE STREET MAINTENANCE GENERAL FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, uses Concrete Materials throughout the year conducting maintenance operations of streets, sidewalks, and other infrastructure: and

WHEREAS, these maintenance operations require various amounts of concrete materials on a varied schedule, the City announced a request for bid for unit pricing of different materials to be purchased by the City as needed to support its annual maintenance program; and

WHEREAS, on June 2, 2022, two (2) bids were received and Smith Ready Mix, Inc. of Texarkana, Texas, submitted the lowest and most responsible bid summarized on the Bid Tab Sheet **(Exhibit "A")**; and

WHEREAS, the bidder met the specifications for a one (1) year contract with four (4) additional one (1) year renewal options; and

WHEREAS, funds are available in the Street Maintenance General Fund FY 2022 budget.

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

SECTION 1: That the lowest most responsible bidder for concrete materials for the City is hereby declared to be Smith Ready Mix, Inc. of Texarkana, Texas.

SECTION 2: That the City Manager be and is hereby authorized to execute a one (1) year contract with four (4) additional one (1) year renewal options with Smith Ready Mix, Inc. of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55p.m.

Attachment: 2022-052 RES Concrete Materials Contract signed (3701 : 2022-052 RES Concrete Materials Contract)

TABULATION - CONCRETE MATERIALS CONTRACT

IFB #22-1901-04 (Closing Wednesday, June 1, 2022 @ 10:00am)

ORIGINAL BIDS TURNED IN

			A & I Ready Mix, LLC 109 Wildwood Dr Queen City, TX 75572 903-799-7577 aireadymix01@gmail.com		Smith's Ready Mix, Inc. 7750 New Boston Rd Texarkana, TX 75501 870-703-9052 matt@smithreadymix.net	
	Est. Yearly Average	***Unit***	***Unit Cost***	***Total***	***Unit Cost***	***Total***
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K-Modified	150	C.Y.			$146.21	$21,931.50
Type III Flowable Fill Dry	500	C.Y.	$140.00	$70,000.00	$88.39	$44,195.00
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Dry Cement (City will pick up)	140	Ton			$215.33	$30,146.20
			5 CY Minimum Load		*3 CY Minimum Load*	
Total				***$524,000.00***		***$474,251.70***

Attachment: 2022-052 RES Concrete Materials Contract signed (3701 : 2022-052 RES Concrete Materials Contract)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/2/2022 11:26 AM

Lead Department: City Manager **Action Officer:** David Orr, City Manager

Subject: Resolution No. 2022-057 ratifying the memorandum of understanding with the Caddo Nation.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas, a local government of the state of Texas and the Caddo Nation, a federally recognized tribe who's ancestral land includes the Northeast Texas region, agree to pursue mutually beneficial goals through improved relationships, mutual understanding and communication between the sovereign nation and the local city government.

The parties to this MOU respect the sovereignty and political integrity of the tribal government and the political integrity of the City government. Furthermore, the parties share respect for the values and cultures represented by each government and desire an agreement reflecting a full government to government relationship.

The parties recognize the unique contributions that each community makes to the cultural, economic and historical heritage of the Northeast Texas Region.

The parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates better communication, continued education and advancement of mutually beneficial opportunities.

This MOU provides a framework for strengthening the government to government relationship between the City of Texarkana, Texas and the Caddo Nation. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the government to government relationship within their respective organizations and with the public.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-057 RES Ratifying Caddo Nation MOU (DOCX)
b. 2022-057 Goals & Perspectives (DOCX)
c. 2022-057 ATTH 01 Caddo Nation MOU_signed (PDF)
d. 2022-057 RES Caddo Nation MOU signed (PDF)

Staff Coordination

City Manager	David Orr	Department Head Review	Completed	06/01/2022 2:15 PM
City Manager	David Orr	City Manager Review	Completed	06/01/2022 2:15 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022 - 057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CADDO NATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas, and the Caddo Nation, a federally recognized tribe who's ancestral land includes the Northeast Texas region, agree to pursue mutually beneficial goals through improved relationships, mutual understanding and communication between the sovereign nation and the local city government; and

WHEREAS, the parties to this MOU, **(ATTH 01)**, respect the sovereignty and political integrity of the tribal government and the political integrity of the City government. Furthermore, the parties share respect for the values and cultures represented by each government and desire an agreement reflecting a full government to government relationship; and

WHEREAS, the parties recognize the unique contributions that each community makes to the cultural, economic, and historical heritage of the Northeast Texas Region; and

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates better communication, continued education, and advancement of mutually beneficial opportunities; and

WHEREAS, this MOU, **(ATTH 01)**, provides a framework for strengthening the government to government relationship between the City of Texarkana, Texas, and the Caddo Nation. Furthermore, the parties recognize the implementation of this MOU, **(ATTH 01)**, will include educational efforts to promote the understanding of the government to government relationship within their respective organizations and with the public.

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

SECTION 1: The Memorandum of Understanding with the Caddo Nation is ratified.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-057 RES Ratifying Caddo Nation MOU (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-057 Goals & Perspectives (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEXARKANA, TEXAS AND THE CADDO NATION

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas and the Caddo Nation of Oklahoma, a federally recognized tribe who's ancestral land includes the Northeast Texas region, agree to pursue mutually beneficial goals through improved relationships, mutual understanding and communication between the sovereign nation and the local city government, and

WHEREAS, the parties to this MOU respect the sovereignty and political integrity of the tribal government and the political integrity of the City government. Furthermore, the parties share respect for the values and cultures represented by each government and desire an agreement reflecting a full government to government relationship, and

WHEREAS, the parties recognize the unique contributions that each community makes to the cultural, economic and historical heritage of the Northeast Texas Region, and

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates better communication, continued education and advancement of mutually beneficial opportunities, and

WHEREAS, this MOU provides a framework for strengthening the government to government relationship between the City of Texarkana, Texas and the Caddo Nation. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the government to government relationship within their respective organizations and with the public, and

NOW, THEREFORE, the City of Texarkana, Texas and the Caddo Nation agree that the undertaking described above shall be implemented in accordance with the following:

1. The parties agree to maintain open lines of communication and to plan strategic goals that will capitalize on economic development opportunities, environmental and cultural preservation, encourage respect and understanding of each parties' unique culture, link people to their heritage, foster a sense of place, deepen community pride and offer hope for future collaborative opportunities.

2. Create partnership programs and joint projects including but not limited to economic development projects, educational internships, cultural art exhibits

Attachment: 2022-057 ATTH 01 Caddo Nation MOU_signed (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

and events, historical markers and signage, cultural resource protection and joint proclamations.

3. Formalize annual meetings including both virtual and in-person consultations to review mutual goals and implement new strategic opportunities.

AMENDMENTS

The provisions of this MOU may be amended by mutual written agreement of the parties dually executed by the authorized officials of each entity.

TERMINATION

Either party may terminate this MOU with sixty (60) calendar days written notice.

ADDRESS FOR NOTICES

City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501

Caddo Nation of Oklahoma
P.O. Box 487
Binger, OK 73009

SIGNATORIES:

City of Texarkana, Texas

Bob Bruggeman, Mayor

Date

David Orr, City Manager

5/26/2022

Date

Caddo Nation of Oklahoma

Bobby Gonzalez

Bobby Gonzalez, Chairman

5/26/2022

Date

Attachment: 2022-057 ATTH 01 Caddo Nation MOU_signed (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

RESOLUTION NO. 2022 - 057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, RATIFYING THE MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CADDO NATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas, and the Caddo Nation, a federally recognized tribe who's ancestral land includes the Northeast Texas region, agree to pursue mutually beneficial goals through improved relationships, mutual understanding and communication between the sovereign nation and the local city government; and

WHEREAS, the parties to this MOU, **(ATTH 01)**, respect the sovereignty and political integrity of the tribal government and the political integrity of the City government. Furthermore, the parties share respect for the values and cultures represented by each government and desire an agreement reflecting a full government to government relationship; and

WHEREAS, the parties recognize the unique contributions that each community makes to the cultural, economic, and historical heritage of the Northeast Texas Region; and

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates better communication, continued education, and advancement of mutually beneficial opportunities; and

WHEREAS, this MOU, **(ATTH 01)**, provides a framework for strengthening the government to government relationship between the City of Texarkana, Texas, and the Caddo Nation. Furthermore, the parties recognize the implementation of this MOU, **(ATTH 01)**, will include educational efforts to promote the understanding of the government to government relationship within their respective organizations and with the public.

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

SECTION 1: The Memorandum of Understanding with the Caddo Nation is ratified.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55 p.m.

Attachment: 2022-057 RES Caddo Nation MOU signed (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TEXARKANA, TEXAS AND THE CADDO NATION

WHEREAS, the City of Texarkana, Texas, a local government of the state of Texas and the Caddo Nation of Oklahoma, a federally recognized tribe who's ancestral land includes the Northeast Texas region, agree to pursue mutually beneficial goals through improved relationships, mutual understanding and communication between the sovereign nation and the local city government, and

WHEREAS, the parties to this MOU respect the sovereignty and political integrity of the tribal government and the political integrity of the City government. Furthermore, the parties share respect for the values and cultures represented by each government and desire an agreement reflecting a full government to government relationship, and

WHEREAS, the parties recognize the unique contributions that each community makes to the cultural, economic and historical heritage of the Northeast Texas Region, and

WHEREAS, the parties acknowledge that the success in achieving respective goals, responsibilities and interests require an express commitment by both parties to establish a process that facilitates better communication, continued education and advancement of mutually beneficial opportunities, and

WHEREAS, this MOU provides a framework for strengthening the government to government relationship between the City of Texarkana, Texas and the Caddo Nation. Furthermore, the parties recognize the implementation of this MOU will include educational efforts to promote the understanding of the government to government relationship within their respective organizations and with the public, and

NOW, THEREFORE, the City of Texarkana, Texas and the Caddo Nation agree that the undertaking described above shall be implemented in accordance with the following:

1. The parties agree to maintain open lines of communication and to plan strategic goals that will capitalize on economic development opportunities, environmental and cultural preservation, encourage respect and understanding of each parties' unique culture, link people to their heritage, foster a sense of place, deepen community pride and offer hope for future collaborative opportunities.

2. Create partnership programs and joint projects including but not limited to economic development projects, educational internships, cultural art exhibits

Attachment: 2022-057 RES Caddo Nation MOU signed (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

and events, historical markers and signage, cultural resource protection and joint proclamations.

3. Formalize annual meetings including both virtual and in-person consultations to review mutual goals and implement new strategic opportunities.

AMENDMENTS

The provisions of this MOU may be amended by mutual written agreement of the parties dually executed by the authorized officials of each entity.

TERMINATION

Either party may terminate this MOU with sixty (60) calendar days written notice.

ADDRESS FOR NOTICES

City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501

Caddo Nation of Oklahoma
P.O. Box 487
Binger, OK 73009

SIGNATORIES:

City of Texarkana, Texas

Bob Bruggeman

Bob Bruggeman, Mayor

6/13/2022

Date

David Orr, City Manager

5/26/2022

Date

Caddo Nation of Oklahoma

Bobby Gonzalez

Bobby Gonzalez, Chairman

5/26/2022

Date

Attachment: 2022-057 RES Caddo Nation MOU signed (3708 : 2022-057 RES Ratifying Caddo Nation MOU)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/3/2022 8:24 AM

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

Subject: Ordinance No. 2022-063 amending Chapter 12, Section 12-3, Subdivision 4, of the Code of Ordinances, to establish the Sullivan Performing Arts Center, located at 3941 Summerhill Road, as the single polling location for City Election Precinct 4 (Ward 4).

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Section 43.001 of the Texas Election Code states each election precinct established for an election shall be served by a single polling place located within the boundary of the precinct.

Section 12-3 of the Code of Ordinances provides, for Election Precinct 4 (Ward 4), a polling location that had been but is no longer located in Ward 4 due to the 2020 census redistricting process.

In the special joint election held on May 7, 2022, Bowie County utilized as a polling location within Ward 4: Sullivan Performing Arts Center, 3941 Summerhill Road.

By this ordinance, the City Council wishes to amend Section 12-3 of the Code of Ordinances and designate Sullivan Performing Arts Center as the new single polling location for City Election Precinct 4 (Ward 4), to align with Bowie County, for use when the City conducts a City-only election ordered by the City Council.

Potential Options:

- To align this polling location use with Bowie County
- To not align this polling location use with Bowie County

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval of this ordinance.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-063 ORD New W4 polling loc (DOCX)
b. 2022-063 Goals & Perspectives (DOCX)
c. 2022-063 ORD New W4 Polling Loc. (Sullivan Ctr) signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	06/02/2022 4:29 PM
City Manager	David Orr	City Manager Review	Completed	06/02/2022 4:29 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

PUBLISH

ORDINANCE NO. 2022-063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 12, SECTION 12-3, SUBDIVISION 4, OF THE CODE OF ORDINANCES TO ESTABLISH SULLIVAN PERFORMING ARTS CENTER, LOCATED AT 3941 SUMMERHILL ROAD, AS THE SINGLE POLLING LOCATION FOR CITY ELECTION PRECINCT 4 (WARD 4); PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 43.001 of the Texas Election Code states each election precinct established for an election shall be served by a single polling place located within the boundary of the precinct; and

WHEREAS, Ordinance No. 2015-001 enacted revisions to Chapter 7 of the Code of Ordinances of the City of Texarkana, Texas, to designate and establish each of the six city wards as an election precinct, and to designate a single polling place for each election precinct that will be used when the City conducts a City-only election ordered by the City Council; and

WHEREAS, Ordinance No. 2015-035 recodified the Code of Ordinances and made nonsubstantive changes that included reorganizing and renumbering election provisions into Chapter 12 of the Code of Ordinances; and

WHEREAS, Section 12-3 of the Code of Ordinances provides, for Election Precinct 4 (Ward 4), a polling location that had been but is no longer located in Ward 4 due to the 2020 census redistricting process, and therefore requires a new single polling place to be designated within the boundary of the Ward 4 precinct; and

WHEREAS, in the special joint election held on May 7, 2022, Bowie County utilized as a polling location within Ward 4 the Sullivan Performing Arts Center, 3941 Summerhill Road; and

WHEREAS, by this ordinance, the City Council intends to amend Section 12-3 of the Code of Ordinances to designate a new single polling location for City Election Precinct 4 (Ward 4), to align with the polling location utilized by Bowie County, for use when the City conducts a City-only election ordered by the City Council.

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

SECTION 1: Chapter 12, Section 12-3, subdivision 4, of the Code of Ordinances of the City of Texarkana, Texas, is amended in its entirety to read as follows:

1. The polling place for Election Precinct 4 (Ward 4) shall be the Sullivan Performing Arts Center located at 3941 Summerhill Road.

SECTION 2: The City Secretary be and is hereby directed to publish the caption of this Ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

Attachment: 2022-063 ORD New W4 polling loc (3715 : 2022-063 ORD New W4 Polling Location)

PUBLISH

SECTION 3: In case a section, clause, sentence, or part of this ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 5: This ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2022-063 ORD New W4 polling loc (3715 : 2022-063 ORD New W4 Polling Location)

City of Texarkana, Texas

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

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

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

Attachment: 2022-063 Goals & Perspectives (3715 : 2022-063 ORD New W4 Polling Location)

PUBLISH

ORDINANCE NO. 2022-063

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 12, SECTION 12-3, SUBDIVISION 4, OF THE CODE OF ORDINANCES TO ESTABLISH SULLIVAN PERFORMING ARTS CENTER, LOCATED AT 3941 SUMMERHILL ROAD, AS THE SINGLE POLLING LOCATION FOR CITY ELECTION PRECINCT 4 (WARD 4); PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Section 43.001 of the Texas Election Code states each election precinct established for an election shall be served by a single polling place located within the boundary of the precinct; and

WHEREAS, Ordinance No. 2015-001 enacted revisions to Chapter 7 of the Code of Ordinances of the City of Texarkana, Texas, to designate and establish each of the six city wards as an election precinct, and to designate a single polling place for each election precinct that will be used when the City conducts a City-only election ordered by the City Council; and

WHEREAS, Ordinance No. 2015-035 recodified the Code of Ordinances and made nonsubstantive changes that included reorganizing and renumbering election provisions into Chapter 12 of the Code of Ordinances; and

WHEREAS, Section 12-3 of the Code of Ordinances provides, for Election Precinct 4 (Ward 4), a polling location that had been but is no longer located in Ward 4 due to the 2020 census redistricting process, and therefore requires a new single polling place to be designated within the boundary of the Ward 4 precinct; and

WHEREAS, in the special joint election held on May 7, 2022, Bowie County utilized as a polling location within Ward 4 the Sullivan Performing Arts Center, 3941 Summerhill Road; and

WHEREAS, by this ordinance, the City Council intends to amend Section 12-3 of the Code of Ordinances to designate a new single polling location for City Election Precinct 4 (Ward 4), to align with the polling location utilized by Bowie County, for use when the City conducts a City-only election ordered by the City Council.

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

SECTION 1: Chapter 12, Section 12-3, subdivision 4, of the Code of Ordinances of the City of Texarkana, Texas, is amended in its entirety to read as follows:

1. The polling place for Election Precinct 4 (Ward 4) shall be the Sullivan Performing Arts Center located at 3941 Summerhill Road.

SECTION 2: The City Secretary be and is hereby directed to publish the caption of this Ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

Attachment: 2022-063 ORD New W4 Polling Loc. (Sullivan Ctr) signed (3715 : 2022-063 ORD New W4 Polling Location)

PUBLISH

SECTION 3: In case a section, clause, sentence, or part of this ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this ordinance.

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

SECTION 5: This ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:55 p.m.

Attachment: 2022-063 ORD New W4 Polling Loc. (Sullivan Ctr) signed (3715 : 2022-063 ORD New W4 Polling Location)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/5/2022 12:39 PM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,
Subject: Resolution No. 2022-043 naming the new bridge over Wagner Creek on Gibson Lane as the "Officer Jason Sprague Memorial Bridge".

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

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

Updates/History of Briefing:
NOT APPLICABLE

Executive Summary and Background Information:

At the Council meeting on April 25, 2022, Councilmember Harp requested that an agenda item be added on the next meeting to consider naming the new bridge over Wagner Creek on Gibson Lane after Officer Jason Sprague. Please see that attached Exhibit A.

At approximately 12:30 a.m. on Friday, June 14, 2013, Texarkana Texas Police Officer Jason Sprague responded to reports of a large disturbance involving about 100 people at Grady T. Wallace Park. As he was attempting to make contact with the driver of a SUV, the vehicle suddenly accelerated, struck him, and then fled the area. Officer Sprague was transported to a local hospital where he succumbed to his injuries the following morning, June 15th.

Jason had served with the Texarkana Police Department for two years and had previously served with several agencies in Arkansas. He is survived by his wife and young son, his mother and stepfather, his father, two brothers and two sisters.

If approved, staff will install “OFFICER JASON SPRAGUE MEMORIAL BRIDGE” on both ends the new bridge.

Potential Options:
- Approve naming of bridge
- Not Approve naming of bridge

Fiscal Implications:
Funds are available to cover costs of signs

Staff Recommendation:
Staff recommends approval

City of Texarkana, Texas

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-043 RES Naming Gibson Ln. Bridge (Sprague) (DOCX)
b. 2022-043 EXH 'A' Location Map (PDF)
c. 2022-043 Goals & Perspectives (DOCX)
d. 2022-043 RES Ofcr. Sprague Mem. Bridge signed (PDF)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	Completed	05/03/2022 11:11 AM
Police	Kevin Schutte	Review	Completed	05/03/2022 11:49 AM
City Manager	David Orr	City Manager Review	Completed	05/05/2022 4:16 PM
City Council	Jennifer Evans	Meeting	Completed	05/09/2022 6:00 PM

Meeting History

05/09/22 City Council MOVED FORWARD Next: 06/13/22

RESOLUTION NO. 2022-043

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR OFFICIALLY NAMING THE BRIDGE OVER WAGNER CREEK ON GIBSON LANE THE "OFFICER JASON SPRAGUE MEMORIAL BRIDGE" IN HONOR OF HIS FAITHFUL SERVICE TO THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, our City is honored to be represented by many young men and women as they serve in our Police Department, sadly, some are asked to pay the ultimate sacrifice for our City; and

WHEREAS, at approximately 12:30 a.m. on Friday, June 14, 2013, Texarkana Texas Police Officer Jason Sprague responded to reports of a large disturbance involving about 100 people at Grady T. Wallace Park. As he was attempting to make contact with the driver of an SUV, the vehicle suddenly accelerated, struck him, and then fled the scene. Officer Sprague was transported to a local hospital where he succumbed to his injuries the following morning, on June 15th; and

WHEREAS, Officer Sprague had served with the Texarkana Police Department for two years and also previously served with several agencies in Arkansas, he was survived by his wife, young son, mother, stepfather, his father, two brothers, and two sisters; and

WHEREAS, the City of Texarkana, Texas, desires to officially name the bridge over Wagner Creek on Gibson Lane, as shown in **Exhibit "A",** the "**Officer Jason Sprague Memorial Bridge**" in honor of this man who was killed in the line of duty; and

WHEREAS, the appropriate signage will be installed to meet the Texas Manual on Uniform Traffic Control guidelines; and

WHEREAS, the dedication of this bridge will serve as a reminder to all who travel through the area of the courage, commitment, and faithfulness representative of his life, Officer Jason Sprague, as he served the citizens of Texarkana, Texas.

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

SECTION 1: That the City Council of the City of Texarkana, Texas, approves and authorizes the City Manager to execute all documents necessary for officially naming the bridge over Wagner Creek on Gibson Lane the "**Officer Jason Sprague Memorial Bridge**" in honor of his faithful service to the City of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-043 RES Naming Gibson Ln. Bridge (Sprague) (3691 : 2022-043 RES Naming Gibson Ln. Bridge over Wagner Creek

Officer Jason Sprague Memorial Bridge

2022-043 EXH 'A'

0 125 250 500 Feet

Celebrating 60 YEARS MTG ENGINEERS & SURVEYORS est. 1962

5930 Summerhill Road
Texarkana, TX 75503
903.838.8533 telephone
903.832.4700 facsimile
TBPE No. F-354

Attachment: 2022-043 EXH 'A' Location Map (3691 : 2022-043 RES Naming Gibson Ln. Bridge over Wagner Creek (Sprague))

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-043 Goals & Perspectives (3691 : 2022-043 RES Naming Gibson Ln. Bridge over Wagner Creek (Sprague))

RESOLUTION NO. 2022-043

A RESOLUTON OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS NECESSARY FOR OFFICIALLY NAMING THE BRIDGE OVER WAGNER CREEK ON GIBSON LANE THE "OFFICER JASON SPRAGUE MEMORIAL BRIDGE" IN HONOR OF HIS FAITHFUL SERVICE TO THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, our City is honored to be represented by many young men and women as they serve in our Police Department, sadly, some are asked to pay the ultimate sacrifice for our City; and

WHEREAS, at approximately 12:30 a.m. on Friday, June 14, 2013, Texarkana Texas Police Officer Jason Sprague responded to reports of a large disturbance involving about 100 people at Grady T. Wallace Park. As he was attempting to make contact with the driver of an SUV, the vehicle suddenly accelerated, struck him, and then fled the scene. Officer Sprague was transported to a local hospital where he succumbed to his injuries the following morning, on June 15th; and

WHEREAS, Officer Sprague had served with the Texarkana Police Department for two years and also previously served with several agencies in Arkansas, he was survived by his wife, young son, mother, stepfather, his father, two brothers, and two sisters; and

WHEREAS, the City of Texarkana, Texas, desires to officially name the bridge over Wagner Creek on Gibson Lane, as shown in **Exhibit "A",** the "**Officer Jason Sprague Memorial Bridge**" in honor of this man who was killed in the line of duty; and

WHEREAS, the appropriate signage will be installed to meet the Texas Manual on Uniform Traffic Control guidelines; and

WHEREAS, the dedication of this bridge will serve as a reminder to all who travel through the area of the courage, commitment, and faithfulness representative of his life, Officer Jason Sprague, as he served the citizens of Texarkana, Texas.

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

SECTION 1: That the City Council of the City of Texarkana, Texas, approves and authorizes the City Manager to execute all documents necessary for officially naming the bridge over Wagner Creek on Gibson Lane the "**Officer Jason Sprague Memorial Bridge**" in honor of his faithful service to the City of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

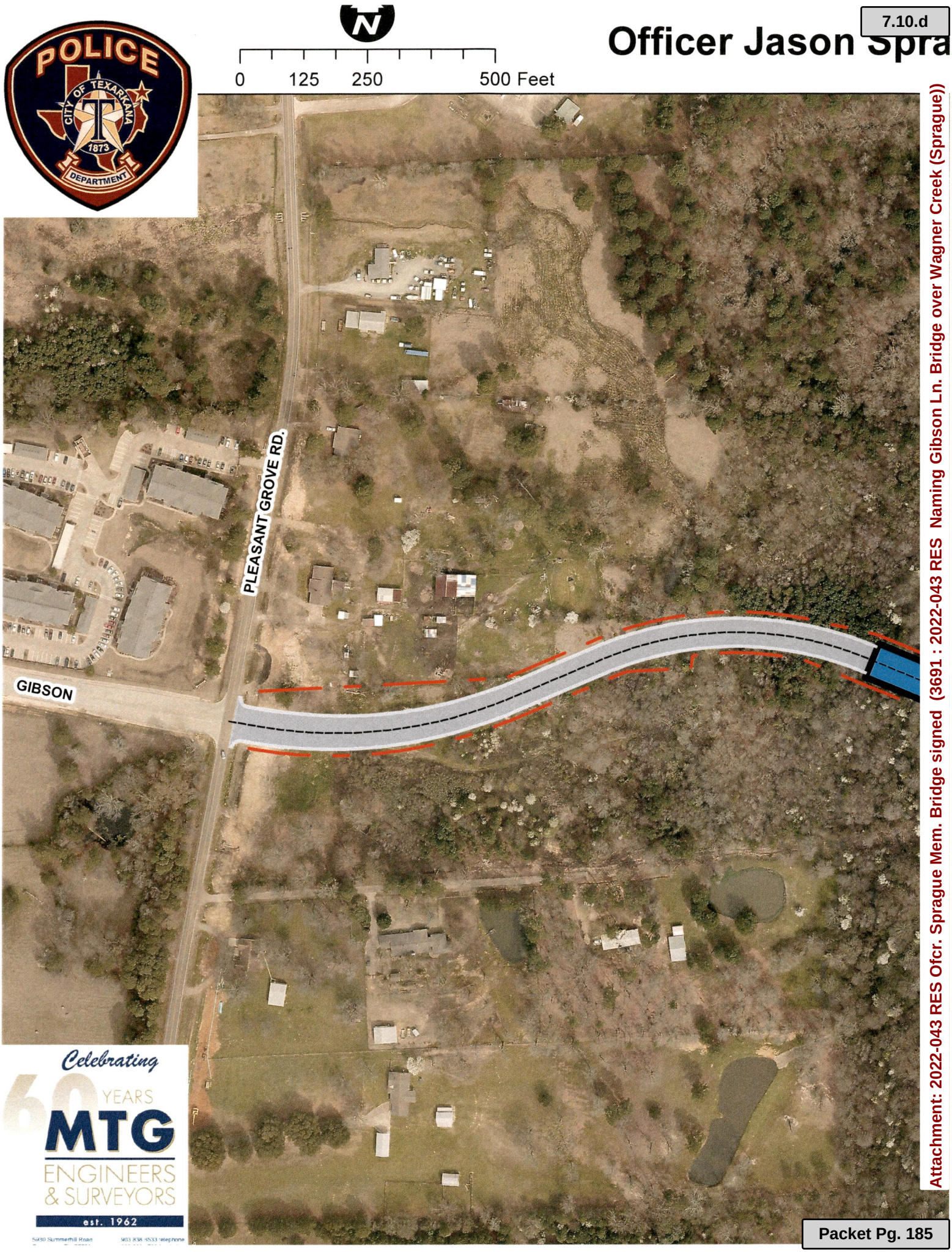
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:56p.m.

Attachment: 2022-043 RES Ofcr. Sprague Mem. Bridge signed (3691 : 2022-043 RES Naming Gibson Ln. Bridge over Wagner Creek (Sprague))

Officer Jason Spra



Celebrating 60 YEARS MTG ENGINEERS & SURVEYORS est. 1962

5650 Summerhill Road 903.838.4533 telephone

Attachment: 2022-043 RES Ofcr. Sprague Mem. Bridge signed (3691 : 2022-043 RES Naming Gibson Ln. Bridge over Wagner Creek (Sprague))

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/31/2022 4:23 PM

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

Subject: Resolution No. 2022-055 approving the request of the Texarkana Airport Authority to purchase eight (8) acres of land adjoining current airport property and authorizing the City Manager to execute any documents necessary for the purchase.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This resolution will allow the Airport to purchase eight (8) acres of land using existing airport revenues. All land purchases require the approval of both governing boards of Texarkana.

The seller is asking $80,000 and this purchase has been approved by the Airport Authority Board. The purchase will bridge land currently owned by the Chamber of Commerce and Airport along the new taxiway for future aeronautical development.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The purchase will be made with existing airport funds.

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-055 RES Airport land purchase (DOCX)
b. 2022-055 EXH 'A' Authority Reso. 052622C (PDF)
c. 2022-055 EXH 'B' Sales Contract E19th St - Land (PDF)
d. 2022-055 ATTH 01 Land Appraisal (PDF)
e. 2022-055 Goals & Perspectives (DOCX)
f. 2022-055 RES Airport Land Purch. (8ac) signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	05/31/2022 4:23 PM
City Manager	David Orr	City Manager Review	Completed	06/01/2022 9:17 AM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022 - 055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE REQUEST OF THE TEXARKANA AIRPORT AUTHORITY FOR PURCHASING EIGHT (8) ACRES OF LAND ADJOINING CURRENT AIRPORT PROPERTY; AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE ANY DOCUMENTS NECESSARY FOR THE PURCHASE OF THE AFOREMENTIONED LAND; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Joint Board of the Texarkana Airport Authority, by resolution adopted May 24, 2022, and attached to this resolution as **Exhibit "A"**, has requested that the Cities authorize the purchase of eight (8) acres of adjoining property to the Authority to provide for the future development of aeronautical land; and

WHEREAS, the real estate sales contract, attached to this resolution as **Exhibit "B",** offers the property at a total purchase price of $80,000; and

WHEREAS, the purchase will not be completed until required written consent of the City Council of Texarkana, Texas, and the Board of Directors of Texarkana, Arkansas, per Section 4-31(b) of the municipal codes of the City of Texarkana, Texas, and Section 6-36 (b) of the City of Texarkana, Arkansas, has been satisfied; and

WHEREAS, the City Council of the City of Texarkana, Texas, desires to provide authority and direction to the City Manager of the City of Texarkana, Texas, to accomplish the purposes set out in **Exhibit "A"** to this resolution.

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

SECTION 1: The City Council authorizes and directs the City Manager to execute the necessary documents in form and substance acceptable to the City Manager for the proposed land purchase of eight (8) acres.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-055 RES Airport land purchase (3706 : 2022-055 RES Airport Land Purchase (8ac))

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052622C
A RESOLUTION BY THE TEXARKANA AIRPORT AUTHORITY APPROVING THE PURCHASE OF ADJOINING PROPERTY

WHEREAS, the Airport Authority is owned by the Cities of Texarkana Arkansas and Texas, and having considered purchasing 8 acres of adjoining property, its location which is attached hereto and marked Exhibit A; and

WHEREAS, this property is directly adjacent to Taxiway D, providing future aeronautical development; and

WHEREAS, the Airport Authority has 80 acres directly adjacent which could be better developed with the inclusion of this property; and

WHEREAS, the Airport Authority plans to develop future aeronautic land use; and

WHEREAS, Section 4-31 of the municipal codes of the City of Texarkana, Texas and Section 6-36 (b) of the City of Texarkana, Arkansas requires written consent of the City Council of Texarkana, Texas and the Board of Directors of Texarkana, Arkansas before the Authority can purchase property;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Land Purchase Contract offering be accepted for the reasons stated herein and to seek the concurrence of the governing bodies of the Cities of Texarkana, Texas and Texarkana, Arkansas.

SECTION 2. Mr. Paul Mehrlich, Airport Director is authorized to sign the purchase contract on behalf of the Airport Authority and Mrs. Shannon Elliott is authorized to witness said signing.

Adopted this 24th day of May, 2022

SIGNED

Paul Mehrlich, Director

ATTEST

David Baumgardner, Chairman

Attachment: 2022-055 EXH 'A' Authority Reso. 052622C (3706 : 2022-055 RES Airport Land Purchase (8ac))

EXHIBIT A
Parcel 00250900

Real Estate Parcels

00250900

Show Detailed Report

Parcel ID

00250900

RPID

4148

Owner

PLAINFIELD COMPANY, LLC

CAMA Acreage

8

Partial Legal

E1/2 E1/2 SE SE

Parcel Address

Total Value

1150

Attachment: 2022-055 EXH 'A' Authority Reso. 052622C (3706 : 2022-055 RES Airport Land Purchase (8ac))

REAL ESTATE SALES CONTRACT

This real estate sales contract is between the Plainfield Company LLC, a [STATE] limited liability company ("Seller") and Texarkana Regional Airport Authority ("Purchaser").

ARTICLE 1
PURCHASE AND SALE

1.01 Seller hereby sells and shall convey, and Purchaser hereby purchases and shall pay for, the tract of land located on 4200 East 19th Street, Texarkana, Miller County, Arkansas 71854 (E ½, E ½, SE, SE in S-16, T15S, R28W, containing approximately 7.64 acres, more or less) ("Property") and described with greater particularity in the legal description attached to this real estate sales contract as Exhibit "A" and incorporated by reference herein.

This sale and purchase includes all rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, rights-of-way, all and singular the rights, interests, benefits, privileges, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all air rights, all gas, oil, and mineral rights in and under the soil, and all rights to maintain, conserve, selectively cut, manage, sell, retain the proceeds from and regenerate the trees located on the Property.

ARTICLE 2
PURCHASE PRICE

Amount and Terms of Payment

2.01 The total purchase price for the Property is Eighty Thousand US Dollars ($80,000.00), payable by Purchaser to Seller as follows:

(a) Purchaser shall pay Two Thousand US Dollars ($2,000.00) in cash within three (3) business days of the execution of this real estate sales contract to Southwest Title Company, 4211 Jefferson Avenue, Texarkana, Arkansas ("Escrow Agent") as a deposit to be held in escrow by Escrow Agent in accordance with this real estate sales contract and applied to the purchase price at the close of escrow; and

(b) Purchaser shall pay the balance of the total purchase price in cash to Seller at the close of escrow.

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

Consequences of Default

2.02 If Purchaser defaults in the performance of this real estate sales contract, Purchaser will forfeit the deposit amounts described in Paragraph 2.01(a) to Seller. If this real estate sales contract is terminated, Seller will refund the deposit amounts described in Paragraph 2.01(a) to Purchaser as set forth in Paragraph 4.04.

ARTICLE 3
ESCROW

Opening of Escrow

3.01 Seller and Purchaser shall open an escrow account to consummate the sale of the Property pursuant to the terms of this real estate sales contract with the Escrow Agent. Seller and Purchaser shall open the escrow account within three (3) business days after the execution of this real estate sales contract. Seller and Purchaser shall also deposit with the Escrow Agent all instruments, documents, and other items required by the Escrow Agent to close the sale of the Property on the closing date.

Closing Date

3.02 The escrow will close thirty (30) days after the expiration of the period for due diligence inspections, or any extension thereof, as set forth in Paragraphs 5.01 and 5.02, respectively.

Prorations

3.03 General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, insurance premiums, and utility charges, if any, will be prorated between the parties as of the closing date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Each party shall pay their pro rata share of the expenses set forth in this Paragraph, except Seller shall pay all special taxes or assessments through the closing date.

Broker Commission

3.04 Purchaser agrees to pay and shall pay its broker a real estate broker's commission through a separate brokerage agreement.

Closing Costs

3.05 Normal closing costs, including any transfer taxes, the cost of preparing, executing, acknowledging, and recording the grant deed and all other instruments necessary to

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

convey title to the Purchaser, escrow fees, and any similar closing costs will be divided equally between Seller and Purchaser. Seller and Purchaser shall pay their equal shares of these normal closing costs as those costs become payable.

Vesting of Title

3.06 Purchaser shall advise the Escrow Agent before the close of escrow of the manner in which title will vest.

ARTICLE 4
ADDITIONAL TERMS AND CONDITIONS

Preliminary Title Report

4.01 Within ten (10) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a preliminary title report from a title insurance company acceptable to Purchaser, accompanied by copies of all recorded documents relating to any easements, rights-of-way, liens or any other matters affecting the Property certified to a date after the execution of this real estate sales contract. Within ten (10) days after the Purchaser's receipt of the preliminary title report and related documents, Purchaser shall notify Seller in writing of any objection to any exception in the report. If the Purchaser makes a timely objection to any exception or encumbrance and the exception or encumbrance is not eliminated by Seller within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will be terminated. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of that exception or encumbrance. The exceptions appearing in the preliminary title report which are not objected to by Purchaser are hereinafter referred to as the "Permitted Exceptions".

Survey

4.02 Within twenty (20) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a boundary survey of the property (in a form acceptable to the Purchaser and Escrow Agent). Within ten (10) days after the Purchaser's receipt of the boundary survey, Purchaser shall notify Seller in writing of any objection to any matters addressed in that survey. If the Purchaser makes a timely objection to any matters addressed in or omitted from that survey and those matters are not corrected by Seller to the Purchaser's reasonable satisfaction within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will terminate. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of the survey.

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

Miscellaneous Conditions

4.03 The close of escrow, the Seller's obligation to convey the Property, and the Purchaser's obligation to purchase the Property pursuant to this real estate sales contract are subject to the satisfaction of the following conditions:

(a) The conveyance to Purchaser of good and marketable title to the Property, as evidenced by a current Owner's Title Policy updated through the date of Closing obtained by the Seller and provided to the Purchaser at Closing, at the Seller's expense, in the full amount of the purchase price, insuring that title to the Property is vested in Purchaser free and clear of all title defects, liens, encumbrances, conditions, restrictions, covenants, and other adverse interests of record or known to the Seller other than the Permitted Exceptions.

(b) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Federal Aviation Administration;

(c) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Texas;

(d) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Arkansas;

(e) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Board of the Texarkana Regional Airport Authority;

(f) The Property must appraise for an amount of money equal to or greater than the total purchase price set forth in Paragraph 2.01 of this real estate sales contract; and

(g) Seller's delivery of the Property to Purchaser immediately upon Closing in substantially the same condition as the Property was at the time of the execution of this real estate contract and without any material alterations between the execution of this real estate contract and Closing.

Failure of Condition and Seller's Breach of Warranty

4.04 If any of the conditions set forth in this real estate sales contract do not occur, or if Purchaser notifies Seller in writing before the close of the appropriate contingency period

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

of Seller's breach of any of Seller's warranties set forth in this real estate sales contract, then Purchaser may cancel the escrow, terminate this real estate sales contract, and recover any amount paid by Purchaser to the Escrow Agent toward the purchase price of the Property. The Purchaser shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to the Seller and the Escrow Agent within five (5) business days of the failure or breach. The exercise of this power will not constitute a waiver of any other rights that Purchaser may have against Seller for breach of this real estate sales contract. Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to refund to Purchaser all money and instruments deposited in escrow by Purchaser pursuant to this real estate sales contract on the failure of any condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction must be irrevocable.

Seller's Election to Remedy Defects; Purchaser's Remedies

4.05 Notwithstanding any provision of this real estate sales contract to the contrary, Seller has the right to remedy any violations of this real estate sales contract before the close of escrow. The right to remedy is subject to the following requirements and restrictions:

(a) Purchaser shall immediately notify Seller in writing of Purchaser's discovery, before the close of escrow, of a violation of any provisions of this real estate sales contract (for purposes of this Paragraph any such violation is described as a "defect");

(b) If Purchaser fails to give notice, Purchaser waives the defect and the defect will not be a violation of this real estate sales contract. If Purchaser gives notice, Seller may elect to remedy the defect by giving Purchaser written notice of this election within five (5) business days of receiving Purchaser's notice. Seller's notice of election to remedy must specify the number of days, if any, up to a maximum of thirty (30) days, that the close of escrow will be postponed so that Seller may remedy the defect. If Seller fails to provide a timely notice of election or fails to remedy the defect before the close of escrow, including any extensions of escrow pursuant to this Paragraph, then Purchaser may elect to do either of the following: (i) terminate this real estate sales contract without any liability on the part of either party; (ii) purchase the Property without a reduction in the purchase price and without any liability for the unremedied defect or defects on the part of the Seller; or (c) postpone the closing while seeking to enforce this real estate sales contract by specific performance.

(c) Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to immediately refund to Purchaser all money and to return any instruments deposited in escrow by Purchaser pursuant

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

to this real estate sales contract on termination of this contract under this subparagraph, and on receipt of notice of that termination from Purchaser.

ARTICLE 5
RIGHTS AND ADDITIONAL WARRANTIES

Right of Purchaser to Inspect Property

5.01 Purchaser will have sixty (60) days ("Inspection Period") from the execution of this real estate sales contract to complete all due diligence inspections, including inspection or review of utility locations, the Property's title, property tax statements, P&L statements, hazardous waste studies, and any similar inspections or reviews. Prior to the conclusion of this sixty-day period, Purchaser shall notify Seller in writing of any objection to any matters addressed in those due diligence inspections. If the Purchaser makes a timely objection to any matters presented by those due diligence inspections and those matters are not corrected to the Purchaser's reasonable satisfaction as soon as reasonable practicable after the Seller's receipt of the objection, Purchaser may terminate this real estate sales contract pursuant to Paragraph 4.04. The Purchaser's failure to object pursuant to this Paragraph will be deemed an acceptance of all matters presented by any due diligence inspections conducted.

Extension of Inspection Period

5.02 Purchaser may extend the Inspection Period by an additional sixty (60) days (for a total inspection period of one hundred twenty (120) days). To extend the Inspection Period, Purchaser must provide written notice to Seller and Escrow Agent of Purchaser's election to extend the Inspection Period before the end of the initial sixty (60) days of the Inspection Period.

Right of Purchaser to Enter Property

5.03 Seller grants to Purchaser, or Purchaser's agents, the right, at any time and from time to time after the opening of the escrow for this transaction, to enter onto the Property to conduct tests or investigations, provided that:

(a) The tests or investigations conducted are at the sole cost and expense of the Purchaser (unless otherwise specified in this real estate sales contract);

(b) The acts do not unreasonably interfere with the Seller's possession;

(c) The Purchaser shall indemnify and hold Seller harmless from any costs and liabilities resulting from the tests or investigations and, if the escrow is canceled for a reason that is not the fault of the Seller, for any damage to the Property resulting from the tests or investigations; and

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

(d) Purchaser shall give Seller written notice of the intention to enter one (1) business day before the date of the planned entry.

Additional Warranties of Seller

5.04 Seller warrants that:

(a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights-of-way of any nature, not disclosed by the public record and subject only to the Permitted Exceptions;

(b) There is no pending litigation or administrative proceeding involving the Seller or the Property and to the best of Seller's knowledge, none is threatened;

(c) Seller is not in default under any contract, note, or encumbrance relating to the Property;

(d) Seller has not received any notice of default and is not in default under any law or ordinance, or under any order of any court or federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits or proceedings pending or threatened against or affecting the Seller, at law or equity or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located, that might result in any material adverse change in the financial condition or business of the Seller or that would bring into question the validity or propriety of this real estate sales contract or of any action taken or to be taken in accordance with or in connection with this contract;

(e) Seller, from the inception of operation at the site, has been and is in compliance with the terms, conditions, and requirements of all licenses, permits, and authorizations it holds and the laws, ordinances, and regulations pursuant to which such licenses, permits, and authorizations are granted; and

(f) The Property does not contain or require investigation or remeditation of hazardous substances under any federal, state, or local statute, regulation, or order. Seller has no knowledge of any hazardous substances now or heretofore being located on the Property.

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

Survival of Warranties

5.05 All warranties, covenants, and other obligations described in this Article and elsewhere in this real estate sales contract will survive delivery of the deed for a period of one year following the close of escrow.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Risk of Loss

6.01 The parties agree that the following provisions govern the risk of loss:

(a) If, before Seller transfers legal title or possession of the Property to Purchaser, all or a material part of the Property is destroyed without the fault of the Purchaser, or is taken by eminent domain by any government entity, Purchaser will be entitled to recover any portion of the purchase price Purchaser has paid, and Seller will not have the right to enforce this real estate sales contract;

(b) If, after Seller transfers legal title or possession of the Property to the Purchaser, all or any part of the Property is destroyed without fault of the Seller, or is taken by eminent domain by any governmental entity, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract to pay the full price for the Property, nor is Purchaser entitled to recover any portion of the purchase price that Purchaser has paid; and

(c) If, at any time prior to the close of escrow, damage, destruction, or condemnation occurs and the loss is not covered by subparagraphs (a) or (b) of this Paragraph, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract, but will be entitled to offset the cost of repair or replacement against the purchase price of the Property.

Insurance

6.02 Subject to Seller's obligations set forth in Paragraph 4.03(a), Seller may cancel all policies of insurance Seller has purchased for the Property as of the close of escrow. Purchaser is responsible for obtaining insurance on the Property as of the close of escrow.

Acceptance

6.03 In the event this real estate sales contract is not executed by Seller within five (5) business days from the date this real estate contract is provided to the Seller for execution (as indicated by the Purchaser's date of execution), this real estate sales contract will become null and void and of no further force or effect.

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

Assignment

6.04 Purchaser may not otherwise assign this real estate sales contract without Seller's prior written consent. A valid assignment of this real estate sales contract will not relieve the Purchaser of any of its obligations set forth in this real estate sales contract.

Time of Essence

6.05 Time is of the essence for this real estate sales contract.

Notices

6.06 Any notice, tender, delivery, or other communication pursuant to this real estate sales contract must be in writing and delivered by personal delivery, mail, facsimile, or other electronic means with verified receipt to the following persons:

(a) If to Purchaser: Texarkana Regional Airport Authority, c/o Ferdinand Paul Mehrlich, III C.M. ACE, Executive Director, 201 Airport Drive, Texarkana, TX-AR 71854; and

(b) If to Seller: Plainfield Company LLC, [ADDRESS].

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Paragraph.

If sent by mail, any notice, delivery, or other communication is effectively delivered once deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

Entire Agreement

6.07 This real estate sales contract constitutes the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this real estate sales contract are of no force and effect. Any amendment to this real estate sales contract will have no force and effect unless it is in writing and signed by the Purchaser and Seller.

Attorney's Fees

6.08 If any action, proceeding, or arbitration arising out of or relating to this real estate sales contract is commenced by either party to this contract or by the Escrow Agent, then as between the Purchaser and the Seller, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

attorney's fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

Binding Effect

6.09 This real estate sales contract is binding upon and will inure to the benefit of the parties to this contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this contract.

Governing Law

6.10 The parties agree that the laws of the State of Arkansas govern any construction or interpretation of the provisions of this real estate sales contract.

Choice of Venue

6.11 The parties agree that any dispute arising under or in connection with this real estate sales contract is subject to the exclusive jurisdiction of the state courts located in Miller County, Arkansas. The parties consent to jurisdiction and venue before the state courts located in Miller County, Arkansas.

Waiver

6.12 The waiver by any party to this real estate sales contract of a breach of any provision of this contract is not a continuing waiver or a waiver of any subsequent breach of that or any other duty provision of this contract.

Severability

6.13 In the event any provision in this real estate sales contract is held invalid or otherwise unenforceable, the remaining provisions of this agreement will remain in effect, as if the invalid or enforceable provision had never been included.

[REMAINDER OF PAGE LEFT PURPOSEFULLY BLANK]

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

Counterparts

6.14 This real estate sales contract may be executed in counterparts (each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement). This real estate sales contract will be become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

_____, as
Owner of the
Plainfield Company LLC, Seller

5-13-22
Date

_____
Ferdinand Paul Mehrlich, III C.M. ACE,
as Executive Director of the Texarkana
Regional Airport Authority, Purchaser

_____
Date

[SIGNATURE PAGE]

Attachment: 2022-055 EXH 'B' Sales Contract E19th St - Land (3706 : 2022-055 RES Airport Land Purchase (8ac))

APPRAISAL OF REAL PROPERTY

LOCATED AT

4200 E 19th St
Texarkana, AR 71854
7.64 Acres, E 1/2, E 1/2, SE, SE in S-16, T15S, R28W, Miller County, AR.

FOR

Texarkana Airport Authority
201 Airport Drive
Texarkana, AR 71854

OPINION OF VALUE

$12,000.00 / Ac or $0.28 / Sf or $92,000.00(R)

AS OF

04/24/2022

BY

Michael Lynn Hendrix, MRA., MHV.
P.M. Brown Appraisers
122 E. Broad Street, Suite 204
Texarkana, AR 71854
(903) 490-5300
appraiserbyday@cableone.net

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Borrower/Client	**Texarkana Airport Authority (Client Only)**					File No.	**Texarkana Airport Authority #3**
Property Address	**4200 E 19th St**						
City	**Texarkana**	County	**Miller**	State	**AR**	Zip Code	**71854**
Lender	**Texarkana Airport Authority**						

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P.M. Brown Appraisers
122 E. Broad Street, Suite 204
Texarkana, AR 71854
(903) 490-5300

05/06/2022

Texarkana Airport Authority
201 Airport Drive
Texarkana, AR 71854

Re: Property: 4200 E 19th St
Texarkana, AR 71854
Borrower: Texarkana Airport Authority (Client Only)
File No.: Texarkana Airport Authority #3

Opinion of Value: $ 12,000.00 / Ac or $0.28 / Sf or $92,000.00(R)
Effective Date: 04/24/2022

In accordance with your request, we have performed a Non-Evasive "Visual" Observation of the "Vacant Site" only of the above referenced property. The report is attached.

The purpose of the appraisal is to develop an opinion of Market Value for the property described in this appraisal report, as "Vacant and Un-Improved" in Unencumbered Fee Simple Title of Ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Michael Hendrix

Michael Lynn Hendrix, MRA., MHV.
MRA, MHV.
License or Certification #: CG1730
State: AR Expires: 06/30/2022
appraiserbyday@cableone.net

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Borrower/Client	Texarkana Airport Authority (Client Only)					File No.	Texarkana Airport Authority #3
Property Address	4200 E 19th St						
City	Texarkana	County	Miller	State	AR	Zip Code	71854
Lender	Texarkana Airport Authority						

APPRAISAL AND REPORT IDENTIFICATION

This Report is one of the following types:

- (●) Appraisal Report (A written report prepared under Standards Rule 2-2(a), pursuant to the Scope of Work, as disclosed elsewhere in this report.)
- ( ) Restricted Appraisal Report (A written report prepared under Standards Rule 2-2(b), pursuant to the Scope of Work, as disclosed elsewhere in this report, restricted to the stated intended use only by the specified client and any other named intended user(s).)

Comments on Standards Rule 2-3

I certify that, to the best of my knowledge and belief:
- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

NOTE: This is a "Appraisal Report" in a Summary Format for the Client's "Sole" Use only and may not be used, relied upon, or transferred to anyone other than the listed Client(s) in this report. This report is not to be misconstrued with a full self-contained report.

Comments on Appraisal and Report Identification

Note any USPAP related issues requiring disclosure and any State mandated requirements:

Purpose of the Appraisal: The Purpose of this Appraisal Report is to establish an opinion of "Market Value" for the subject herein this report, "Vacant Land" only.

4200 E. 19th Street
Texarkana, AR 71854

Intended Use of the Report: The "Sole" Intended Use is by the Client of this report only, Texarkana Airport Authority, to assist in their decision making duties in deriving at an Offering Price to possibly purchase the Subject Property for future expansion, "'not" for Mortgage Loan Financing Purposes...!

APPRAISER:

Signature: Michael Hendrix
Name: **Michael Lynn Hendrix, MRA., MHV.**
MRA, MHV.
State Certification #: **CG1730**
or State License #:
State: **AR** Expiration Date of Certification or License: **06/30/2022**
Date of Signature and Report: **05/06/2022**
Effective Date of Appraisal: **04/24/2022**
Inspection of Subject: ( ) None ( ) Interior and Exterior (●) Exterior-Only
Date of Inspection (if applicable): **04/24/2022**

SUPERVISORY or CO-APPRAISER (if applicable):

Signature:
Name:
State Certification #:
or State License #:
State: Expiration Date of Certification or License:
Date of Signature:
Inspection of Subject: ( ) None ( ) Interior and Exterior ( ) Exterior-Only
Date of Inspection (if applicable):

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

SUMMARY OF SALIENT FEATURES

SUBJECT INFORMATION

Subject Address	**4200 E 19th St**
Legal Description	**7.64 Acres, E 1/2, E 1/2, SE, SE in S-16, T15S, R28W, Miller County, AR.**
City	**Texarkana**
County	**Miller**
State	**AR**
Zip Code	**71854**
Census Tract	**9800.00**
Map Reference	**45500**

PRICE & DATE

Contract Price	$ **N/A**
Date of Contract	**04/24/2022**

PARTIES

Borrower/Client	**Texarkana Airport Authority (Client Only)**
Lender	**Texarkana Airport Authority**

DESCRIPTION OF IMPROVEMENTS

Size (Square Feet)	**332,798.40**
Price per Square Foot	$ **0.28 / Sq. Ft.**
Location	**Urban;Busy Rd;**
Age	**N/A**
Condition	**Average to Good; Slightly Rolling; Wooded;**
Total Rooms	**N/A**
Bedrooms	**N/A**
Baths	**N/A**

APPRAISER

Appraiser	**Michael Lynn Hendrix, MRA., MHV.**
Effective Date of Appraisal	**04/24/2022**

VALUE

Opinion of Value	$ **12,000.00 / Ac or $0.28 / Sf or $92,000.00(R)**

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

LAND APPRAISAL REPORT

4200 E. 19th St.

File No.: Texarkana Airport Authority #3

SUBJECT

Property Address: 4200 E 19th St | City: Texarkana | State: AR | Zip Code: 71854

County: Miller | Legal Description: 7.64 Acres, E 1/2, E 1/2, SE, SE in S-16, T15S, R28W, Miller County, AR.

Assessor's Parcel #: 00250900 | Tax Year: 2021 | R.E. Taxes: $ 12.63 | Special Assessments: $ 0

Market Area Name: Maxwell Industrial Park | Map Reference: 45500 | Census Tract: 9800.00

Current Owner of Record: Texarkana Airport Authority | Borrower (if applicable): Texarkana Airport Authority (Client Only)

Project Type (if applicable): ○ PUD ○ De Minimis PUD ○ Other (describe) N/A | HOA: $ 0 ○ per year ○ per month

Are there any existing improvements to the property? ● No ○ Yes | If Yes, indicate current occupancy: ○ Owner ○ Tenant ● Vacant ● Not habitable

If Yes, give a brief description: The Site does not "appear' to incorporate any Improvements from the Non-Evasive "Walk-Around" Visual Observation of the entire perimeter of the Site and/or from Aerial Views. If there is, in fact, actual Marketable Timber Value, it would most likely offset the the price to clear and repair the Site with minimum additional "Contributory Value" to the Site Value itself nor included for the Purpose and Intended Use of this Report. See Summary of Adjustments on page 10 thru 17 for further details.

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ● Market Value (as defined), or ○ other type of value (describe)

This report reflects the following value (if not Current, see comments): ● Current (the Inspection Date is the Effective Date) ○ Retrospective ○ Prospective

Property Rights Appraised: ● Fee Simple ○ Leasehold ○ Leased Fee ○ Other (describe)

Intended Use: The "Sole" Purpose of this Appraisal Report is to establish an Opinion of "Market Value" for the Subject herein this report as, "Vacant Un-Improved Land" only with "No" Mineral Rights considered due to "not" being part of the Engagement Letter and above the Scope of the Assignment. Any Conveyance of Mineral Rights and/or Easements should be considered by Seller and the potential Purchaser via a Title Search and Policy.

Intended User(s) (by name or type): The "Sole" Intended Use is by the Client of this report only, Texarkana Airport Authority, to assist in their decision making duties in deriving at an Offering Price to possibly purchase the Subject Property for future expansion, "'not" for Mortgage Loan Financing Purposes...!

Client: Texarkana Airport Authority | Address: 201 Airport Drive, Texarkana, AR 71854

Appraiser: Michael Lynn Hendrix, MRA., MHV. | Address: 122 E. Broad Street, Suite 204, Texarkana, AR 71854

MARKET AREA DESCRIPTION

Characteristics			
Location:	● Urban	○ Suburban	○ Rural
Built up:	○ Over 75%	● 25-75%	○ Under 25%
Growth rate:	○ Rapid	● Stable	○ Slow
Property values:	● Increasing	○ Stable	○ Declining
Demand/supply:	● Shortage	○ In Balance	○ Over Supply
Marketing time:	○ Under 3 Mos.	● 3-6 Mos.	○ Over 6 Mos.

Predominant Occupancy	
● Owner	85
● Tenant	15
● Vacant (0-5%)	
○ Vacant (>5%)	

One-Unit Housing		
PRICE $(000)		AGE (yrs)
1	Low	New
250	High	100
125	Pred	60
Immediate Area Only..!		

Present Land Use	
One-Unit	20 %
2-4 Unit	0 %
Multi-Unit	0 %
Comm'l	30 %
Vacant	40 %
Misc.	10 %

Change in Land Use: ○ Not Likely ○ Likely * ● In Process *

* To: It is noted nearby Land is being developed for Commercial and Limited Manufacturing Use.

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	○	●	○	○	○	Adequacy of Utilities	●	○	○	○	○
Convenience to Employment	○	●	○	○	○	Property Compatibility	●	○	○	○	○
Convenience to Shopping	○	●	○	○	○	Protection from Detrimental Conditions	●	○	○	○	○
Convenience to Schools	○	●	○	○	○	Police and Fire Protection	●	○	○	○	○
Adequacy of Public Transportation	○	●	○	○	○	General Appearance of Properties	●	○	○	○	○
Recreational Facilities	○	●	○	○	○	Appeal to Market	●	○	○	○	○

Market Area Comments: Sales are extremely limited within the Subject's immediate marketing area because of area low turn-over due to location and area satisfaction. Supply is "extremely" limited compared to the "increased" Demand within the last 1-2 years with evidence in increased Selling Price above and beyond Listing Price as well as Actual Market Value.

Employment centers, shopping centers, schools, hotels, golf courses, colleges, recreational area, and major thoroughfares are within an close enough proximity for convenience and daily commuting.

Major Employers, such as Texarkana Airport adjacent to the north side of the Site with Cooper Tire, Texarkana CBD, and various other major employers such as hospitals, paper mills, schools are within close proximity for daily commuting typically increases demand, in turn, increases price per acre.

The subject is within range of the predominant value and appears not to be over-built for the area due to the wide array of acreage, home styles, size, and price range. Market conditions within the subject's area are considered slightly above average. According to our past records of sales data, only slight increases in property values have increased over the last 1 to 5 years. Marketing time for similar properties is typically less than 120 days with no special concessions necessary to facilitate the sale.

Typically, ample money is available at competitive rates from local and national lending agencies. Conventional, FHA, & VA Financing are available.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

GP LAND

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3/2007

2022-055 ATTH 01

LAND APPRAISAL REPORT

4200 E. 19th St.
File No.: Texarkana Airport Authority #3

SITE DESCRIPTION

Dimensions: Subject to current Survey. Site Area: 7.64 Acres

Zoning Classification: M-2; General Manufacturing. See Definitions Addenda. Description: The Site appears to be mostly overgrown with brush with miscellaneous trees throughout the Site. However, No "additional" Contributory Value considered for the Purpose and Intended Use of this Report. Recommend contacting a Forester if Timber Value is required. Do present improvements comply with existing zoning requirements? ○ Yes ○ No ● No Improvements

Uses allowed under current zoning: Vacant, Un-Improved Land within the area can be used for many different reasons, i. e., General & Limited Manufacturing with possible Commercial, Warehouse, and Residential. Other than General Manufacturing, any other uses "should" be addressed through Texarkana Planning and Zoning Department for Re-Purposing / Re-Permitting, i. e., "Specific Use" and / or "Re-Zoning" approval.

Are CC&Rs applicable? ○ Yes ● No ○ Unknown Have the documents been reviewed? ○ Yes ○ No Ground Rent (if applicable) $ N/A / N/A

Comments: Land is not part of a Home Owner Association.

Highest & Best Use as improved: ● Present use, or ○ Other use (explain) General Manufacturing and/or Limited Manufacturing similar to properties within the immediate area and Zoning.

Actual Use as of Effective Date: Vacant / Un-Improved. Use as appraised in this report: M-2; General Manufacturing

Summary of Highest & Best Use: For the Purpose and Intended Use of this Report, H & B Use is considered M-2 for General Manufacturing Use. With the present use, it does not pose any issues to build upon a with minimum affects on value and/or marketability. A Summary of Highest and Best Use may be defined as the reasonably, probable, and legal use of vacant land or improved property which is which is physically possible, appropriately supported, financially feasible, and results in the highest value to the land. See Highest & Best Use and Supply and Demand on page 18 thru 20 for further details.

Utilities	Public	Other	Provider/Description
Electricity	●	○	Swepco
Gas	●	○	Center Point Energy
Water	●	○	Texarkana Water Utilities
Sanitary Sewer	●	○	Texarkana Water Utilities
Storm Sewer	●	○	Open Drainage
Telephone	●	○	Optional
Multimedia	●	○	Optional

Off-site Improvements	Type	Public	Private
Street	2 Lane Road	●	○
Width			
Surface	Concrete		
Curb/Gutter	None;	○	○
Sidewalk	None;	○	○
Street Lights	None;	○	○
Alley	None;	○	○

Frontage	120' FF +/-; Subject to Survey...!
Topography	Slightly rolling from street grade.
Size	7.64 Acres
Shape	Rectangular; Interior Site;
Drainage	Adequate
View	Similar Sites
Other:	Heavily Wooded; Over-Grown; None;

Other site elements: ● Inside Lot ○ Corner Lot ○ Cul de Sac ○ Underground Utilities ● Other (describe) Wooded with Extensive Over-Growth and Brush.

FEMA Spec'l Flood Hazard Area ○ Yes ● No FEMA Flood Zone X FEMA Map # 05091C0150D FEMA Map Date 12/18/2009

Site Comments: No "apparent" adverse site conditions, easements, encroachments, or external factors noted at the time of the viewing that might affect the value and/or marketability of the subject of this report. Ingress and egress is considered good to the Front / South Side of the Site from Arkansas Boulevard.

Also, at the Effective Date of Report, an additional Tract of Land owned by Texarkana Airport Authority joins the east side of the Subject's Tract .

The Site includes mostly a young, small trees to miscellaneous mature tress with a lot of over-growth and brush exhibiting minimum "additional" Contributory Value considered.

It is noted that the subject is "vacant" and "un-improved" land with Utilities available to the south side of the Site only at the effective date of report.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	4200 E 19th St Texarkana, AR 71854	4100 E 19th St Texarkana, AR 71854		1310 Old Post Rd Texarkana, AR 71854		1803 Old Post Rd Texarkana, AR 71854	
Proximity to Subject		0.19 miles SW		0.82 miles S		0.51 miles S	
Sale Price	$ N/A		$ 332,175		$ 80,000		$ 85,000
Price/ Acre	$	$ 24,752.24		$ 20,000.00		$ 8,700.10	
Data Source(s)	Visual Observation	ActData Scout 3780010;Unk DOM;		TBOR MLS #101782; 862 DOM;		TBOR MLS #107378; 21 DOM;	
Verification Source(s)	MCAD;Realtor;	MCAD;Bk 2022,Pg R005542;Appraiser		MCAD;Bk 2021,Pg R002087;Appraiser		MCAD;Bk 2021,Pg R007284;	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions	None Noted; None Noted;	Cash to Seller; None Noted;		Cash to Seller; None Noted;		Cash to Seller; None Noted;	
Date of Sale/Time	04/24/2022	06/30/2020	+1,732.66	03/24/2021	+800	09/18/2021	+174
Rights Appraised	Fee Simple;	Fee Simple;		Fee Simple;		Fee Simple;	
Location	Urban;Busy Rd;	Urban;Industrial Area		Urban;Industrial Area	0	Urban;Industrial Area	0
Site Area (in Acres)	7.64	13.42	0	4.00	0	9.77	0
Overall Location:	Average to Good;	Similar;Superior:<20%>	-4,950.45	Similar;Superior:<20%>	-4,000	Similar;Equal;	0
Other Improvements	None;	None;		None;		None;	
Utility / Use; Topography	Avg;Slightly Rolling;	Avg;Slightly Rolling;		Avg;Slightly Rolling;		Avg;Slightly Rolling;	
Zoning;	M-2;	M-2	0	M-2	0	M-2	0
None;	None:	None:		None:		None:	
Net Adjustment (Total, in $)		○ + ● −	$ -43,183	○ + ● −	$ -12,800	● + ○ −	$ 1,700
Net Adjustment (Total, in $ / Acre)		13.0	($ -3217.79 /Acre)	16.0	($ -3200 /Acre)	2.0	($ 174 /Acre)
Adjusted Sale Price (in $ / Acre)		27.0	$ 21,534.45	24.0	$ 16,800	2.0	$ 8,874.1

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Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

ADDITIONAL COMPARABLE SALES

4200 E. 19th St.
File No.: Texarkana Airport Authority #3

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	4200 E 19th St Texarkana, AR 71854	3250 N Rondo Rd Texarkana, AR 71854					
Proximity to Subject		1.14 miles NE					
Sale Price	$ N/A		$ 312,859		$		$
Price/ Acre	$	$ 8,215.84		$		$	
Data Source(s)	Visual Observation	Observation;Previous Appraisal;					
Verification Source(s)	MCAD;Realtor;	MCAD;Bk 2021,Pg R006702;					
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions	None Noted; None Noted;	None Noted; None Noted;					
Date of Sale/Time	04/24/2022	08/23/2021	+164.32				
Rights Appraised	Fee Simple;	Fee Simple;					
Location	Urban;Busy Rd;	Urban;Busy Rd;					
Site Area (in Acres)	7.64	38.08	0				
Overall Location:	Average to Good;	Similar;Equal;					
Other Improvements	None;	None;					
Utility / Use; Topography	Avg;Slightly Rolling;	Avg;Slightly Rolling;					
Zoning;	M-2;	R-1;	0				
None;	None:	None:					
Net Adjustment (Total, in $)		● + ○ −	$ 6,257	○ + ○ −	$	○ + ○ −	$
Net Adjustment (Total, in $ / Acre)		2.0	($ 164.32 /Acre)				
Adjusted Sale Price (in $ / Acre)		2.0	$ 8,380.16		$		$

Summary of Sales Comparison Approach: Due to the lack of recent sales similar to the subject, a slightly larger area and time frame of sales were researched.

See the Summary of Adjustments, Correlation of Data, and Reconciliation on pages 10-17 for further details.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

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2022-055 ATTH 01

LAND APPRAISAL REPORT

4200 E. 19th St.

File No.: Texarkana Airport Authority #3

SALES COMPARISON APPROACH

Summary of Sales Comparison Approach: Due to the lack of recent sales similar to the subject, a slightly larger area and time frame of sales were researched. 12 Comparable Sales within the last 5 years were analyzed with the 4 most recent similar sales used in deriving at an opinion of market value. Sales are the most recent and most comparable found. All sales are from the subject's marketing area and within an acceptable distance for the purpose of this appraisal report. The range of values bracket the value of the subject and considered good indicators of value for the subject of this report. The least net and gross adjustments slightly higher than preferred, however, they are within an acceptable range for the secondary market guidelines due to the lack of recent sales.

Typical guidelines recommend sales under 1 year and prefer under 6 months. However, very limited sales were located due to the lack of recent similar comparable sales within the Limited Manufacturing / Commercial Marketing area...!

See the Summary of Adjustments, Correlation of Data, and Reconciliation on pages 10-17 for further details.

TRANSFER HISTORY

My research ○ did ● did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Miller County Records; Texarkana Multiple List Service; Internet;

1st Prior Subject Sale/Transfer
Date: 05/01/2002
Price: Non-Noted;
Source(s): MCAD;Bk. 418, Pg. 729;

2nd Prior Subject Sale/Transfer
Date: N/A
Price:
Source(s):

Analysis of sale/transfer history and/or any current agreement of sale/listing: Miller County Records were researched for sales history for the subject. There appears to be no sales or abnormalities found in the research within the last three years for the other than the cited sales data itself. Further research in the sales history is beyond the scope and expertise of the appraiser, further details is subject to a clear abstract of title by a qualified person specializing in title abstract work. No other information was located during the appraiser's research.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ○ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities: N/A

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 12,000 92,000.00

Final Reconciliation: This is an Appraisal Report in a Summary Format intended to establish an opinion of "Market Value" to assist the Client of this report only, not for mortgage loan purposes. Market approach most applicable since it reflects the action & reaction of the buyer & seller in the marketplace. Cost Approach and Income Approach were not developed for the purpose and intended use of this report. See the Addenda on p 10-18 for further details.

This appraisal is made ● "as is", or ○ subject to the following conditions: Market Value derived by the Direct Sales Comparison Approach with the most weight placed on the "Weighted Average (R)" with the Correlation of Data and Statistical Analysis offering support of value. See Addenda on p. 10-17 for further details.

● This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 12,000.00 / Ac or $0.28 / Sf or $92,000.00(R) , as of: 04/24/2022 , which is the effective date of this appraisal.
If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 43 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

● Scope of Work ● Limiting cond./Certifications ● Narrative Addendum ● Location Map(s) ● Flood Addendum ● Additional Sales
● Photo Addenda ● Parcel Map ○ Hypothetical Conditions ● Extraordinary Assumptions ○ Hypothetical Conditions

SIGNATURES

Client Contact: Client Name: Texarkana Airport Authority
E-Mail: Address: 201 Airport Drive, Texarkana, AR 71854

APPRAISER

Michael Hendrix

Appraiser Name: Michael Lynn Hendrix, MRA., MHV.
Company: P.M. Brown Appraisers
Phone: (903) 490-5300 Fax: (903) 793-8479
E-Mail: appraiserbyday@cableone.net
Date of Report (Signature): 05/06/2022
License or Certification #: CG1730 State: AR
Designation: MRA, MHV.
Expiration Date of License or Certification: 06/30/2022
Inspection of Subject: ○ Did Inspect ○ Did Not Inspect (Desktop)
Date of Inspection: 04/24/2022

SUPERVISORY APPRAISER (if required)
or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: Fax:
E-Mail:
Date of Report (Signature):
License or Certification #: State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ○ Did Inspect ○ Did Not Inspect
Date of Inspection:

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Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Summary of Adjustments

File No. Texarkana Airport Authority #3

Borrower/Client	Texarkana Airport Authority (Client Only)						
Property Address	4200 E 19th St						
City	Texarkana	County	Miller	State	AR	Zip Code	71854
Lender	Texarkana Airport Authority						

PURPOSE OF THE APPRAISAL: The "Sole" Purpose of this Appraisal Report is to establish an opinion of "Market Value" for the subject herein this report, "Vacant Un-Improved Land" only.

INTENDED USE OF THE REPORT: The "Sole" Intended Use is by the Client of this report only, Texarkana Airport Authority, to assist in their decision making duties in deriving at an Offering Price to possibly purchase the Subject Property for future expansion, "'not" for Mortgage Loan Financing Purposes...!

Purpose of the Summary Of Adjustments Addenda is to further elaborate on the pertinent information in the Form as well as provide Commentary on the Adjustments, etc. to further assist the End User(s) of this report.

NOTE: This is a "Appraisal Report" in a Summary Format for the Client's "Sole" Use only and may not be used, relied upon, or transferred to anyone other than the listed Client(s) in this report. This report is not to be misconstrued with a full self-contained report.

CLIENT ONLY: Texarkana Airport Authority

ATTENTION: Mr. Paul Mehrlich III, C.M. ACE Executive Director of Aviation;

OWNER OF PUBLIC RECORD: Texarkana Airport Authority

EFFECTIVE DATE OF REPORT: 04/24/2022

The Subject was first observed from the street the day of Engagement on 04/07/2022 and on 04/24/2022. See Access below for further details.

ORIGINAL SIGNATURE DATE OF REPORT: 04/29/2022

Due to the complexity of the assignment with extremely limited comparable sales "readily" obtainable and hindrance in data verification of "total" acreage for the Subject's Site from Miller County Assessors Office, there was a slight delay in delivering the report. The delays did "not" affect the appraisal, value, nor marketability of the subject property.

REVISED SIGNATURE DATE OF REPORT: 05/06/2022

Due to obtaining additional information from the City of Texarkana and retrieving additional MapS, the Original Signature was revised. The Revisions did not affect the appraisal, value, nor marketability of the subject property.

EXTRAORDINARY ASSUMPTION: Based on the "unknown" fact of access to the rear of the Site, an Extraordinary Assumption is evoked, in that, it is assumed the rear Tract is, in fact, accessible.

There was "no" Survey and/or Legal Description provide by the client.

Recommend a Tittle Search for verification of an Access Easement by a Title Specialist for it is above the Scope of this Assignment as well as above the Expertise of the Appraiser.

NOTE: Although it is assumed there is access to the rear Tract, but if not, a deduction of the amount from market value as if property had access, for the cost of either purchasing an easement or the legal cost of acquiring an easement to access the property. This issue can range of price can range drastically...!

ACCESS: Access to the Subject Site was provided by permission of Mr. Paul Mehrlich with Texarkana Airport Authority providing the Miller County Property Card with Map where the Appraise performed a "non-evasive" visual observation of the "vacant land only" via a Front Site View Only.

A third, more thorough non-evasive "visual" observation was performed 04/29/2022 with the Texarkana Airport Operations Manager providing access to the adjacent Site owned by Texarkana Airport Authority to perform, but not limited to, a non-evasive "visual" observation of the entire east side of the Subject's Site as well as viewing part of the rear and/or north side of the Subject Property.

Continued on the following page.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Summary of Adjustments

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Lender	Texarkana Airport Authority						

The Interior of the Site was not "readily" accessible due to being extremely over-grown with under-brush. Several Aerial Maps were viewed to conclude there did "not" appear to be any Improvements and/or other adverse issues that would affect the appraisal, value, north marketability of the subject of this report.

The Site includes, but not limited to, a mixture of young to mature trees with over-growth and brush with no improvements "readily" observable to the naked eye from the exterior perimeter to be considered with "Contributory Value" for the Purpose and Intended Use of this Report.

Also, there appears to be a slightly lower area with 2 small drainage ditches crossing at the 3/4 point toward the rear of the site with unknown affect due to no access to the rear of the Site.

The Miller County Property Card and Aerial Views were reviewed to confirm "no" additional Improvements present to be considered for Contributory Value.

Although there is a small amount of Marketable Timber located on the Site, no "additional" Contributory Value considered for the Purpose and Intended Use of this Report.

NOTE: If a Timber Value is warranted by the Client, it is recommended a Forester provide a Timber Market Value Estimate.

COMMENT: Although a slight discrepancy in Total Acreage of the Subject's Site between MCAD Property Card on page 1 (8.000 Acres), MCAD GIS Calculation (7.6563 Acres), and Texarkana GIS Maps (7.64), the Texarkana GIS Map of 7.64 Acres will be used for comparison since there was "no" Survey and/or Legal Description provided and / or "readily" obtainable over the course of this assignment.

Miller County Assessor's Office was contacted about the discrepancy, but no confirmation at this time...!

The Appraiser does not claim to be a Surveyor, Certified Engineer, Forester, Land and/or Soil Specialist, FEMA Specialist, Septic Specialist, Zoning and / or Code Enforcement, Home Inspector, Licensed Electrician, Licensed Plumber, Professional Tradesman, hence, any Inspections are per the discretion of the Client and/or Underwriter.

Any Inspections are per the discrepancy of the Client only...!

The Appraiser assumes the Data obtained from outside sources is believed to be "True & Correct" and Deemed "Reliable" for the Purpose and Intended Use of this Report "ONLY", but "NOT" Guaranteed...!

See Photos and Sketch Addenda for further details.

PROPERTY ADDRESS: 4200 E. 19th Street , Texarkana, AR 71854

It is noted that the Subject Property does "not" have a Physical "911" Address at the present time, however, it is located on the E. 19th Street close to similar addresses. Also, 4200 pulls up at the Site on the Appraiser's Mapping Program.

For the Purpose and Intended Use of this Report, 4002 Arkansas Boulevard. will be used to reference the Subject's Location and Mapping Purposes "only" until an actual true physical "911" address has been assigned to the subject property.

It is noted the Addresses for Sale #1 thru #3 Addresses are also similar to the Subject for referencing and mapping location only...!

LEGAL DESCRIPTION: 7.64 Acres, E 1/2, E 1/2, SE, SE in S-16, T15S, R28W, Miller County, AR.

PARCEL NUMBER: 00250900 PIDN: 4148

SALE HISTORY: No conveyances for the subject located within the last 3 years.

TAXES: $505.08; Subject to change upon Conveyance and Reassessment by Miller County Assessor's Office.

DATE:	Book, Page:	DEED INFORMATION:	GRANTEE:	TYPE:
01/09/1998	384, 687;	Special Warranty;	Texarkana Airport Authority:	Land Only;

Continued on the following page.

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SITE AREA: 7.64 Acres +/- (Ac): 332,798.40 Square Feet +/- (Sf); More or less; Interior Site;

A Survey and/or Legal Description were "not" provided by the Client. Subject to Current Survey and Legal Description.

Per Miller County Appraisal District Property Card provided by the client. Subject to current survey and clear abstract of title. No other data located due to the lack of verifiable data recorded by the county as well as above the Scope of the Assignment and expertise of the appraiser.

The Appraiser assumes the Data obtained from outside sources is believed to be "True & Correct" and Deemed "Reliable" for the Purpose and Intended Use of this Report "ONLY", but "NOT" Guaranteed...!

TOPOGRAPHY: From Street Grade to slightly rolling north to the rear of the Site. See Photos and Aerial Site Map for further details.

IMPROVEMENTS: There does "not" appear to be any Improvements considered for "Contributory Value".

NEIGHBORHOOD: The Subject is located in a stabilized area of East Texarkana adjacent to the south side of Texarkana Airport and just outside of the Maxwell Industrial Park with similar "Vacant Sites" with similar Zoning, "General & Limited Manufacturing Use" properties within close proximity with "good" ingress & egress to major thoroughfares and businesses.

A fair amount of similar multi-use properties ranging from General & Limited Manufacturing / Light Industrial Use to Commercial-Use & Open Display properties are located within close proximity. Due to the present Zoning, M-2 / General Manufacturing, there is a vast array of properties, styles, size, and price range, there appears to be a very minimum negative market influence for similar large tract properties within the immediate area.

There are "extremely" limited recent similar comparable sales located within close proximity to the subject for comparison, hence, a slightly wider area and time frame of sales were researched as well as "competing" neighborhoods and markets were warranted.

There appears to be significant increases in land value / purchasing prices as well as comparables sales prices are evident over last 1-5 years with significant increase within the last 1-6 months due to "under supply vs increased demand"...!

Since the subject is located on a fairly busy 4 lane road in a "urban-like" neighborhood with a wide away of land-use, styles, size, and price range, the research criteria must have been expanded to a larger area for research of comparable sales as well as competing neighborhoods were warranted.

Typically, the appraiser does not cross geographical areas for comparable sales unless limited comparable sales are located within the immediate neighborhood. However, due to limited recent comparable sales similar to the Subject, the research area was expanded to the neighboring competitive markets and similar subdivisions. Typically, the main difference is Land Value contributed from mainly Location...!

Distance is not only evident, but as well as the neighborhoods. However, the neighborhoods are considered similar to the subject for comparison. See Location Maps for clarification the research area and neighborhood boundaries.

COMMENTS ON COMPARABLE SALES: 12 "total" Sales, which may or may not be "truly" comparable) were originally reviewed within the last 5 years with the most recent 4 Comparable Sales used in the analysis. Due to the lack of recent sales similar to the subject, exact comparables sales and/or listings were "extremely" difficult to locate within the immediate neighborhood, therefore, a larger area, time frame of sales, and adjustments are warranted.

An exhaustive search for similar comparable sales within the entire area, which includes, but not limited to, "all" of Texarkana Area and expanded to the entire Miller County with similar "competing" neighborhoods over a one year period with "no" better sales and/or listings located than the ones used in the analysis.

It is noted that the research area was drastically reduced due to the subject including large acreage just inside of the city limits of a "urban-like" area on a auxiliary 2-lane thoroughfare .

It is also noted that Sales Data is "extremely" difficult to obtain and/or verify due to extremely limits sales as well as lack of verifiable data recorded by the county.

Continued on the following page.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

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The comparable sales in the analysis are considered the best comparables that come close to "bracketing" the subject by Site / Acreage and amenities. Although very few sales were located in the immediate area within the recommended 1 year guideline, the subject does "not" appear to "under and/or over-built" for the area. The area was expanded to competing similar neighborhoods.

Comparables Sales are placed in order based on their order of best Indicated Sales Price after adjustments.

Adjustments appear as (-) for Superior (Sup) and/or (=) for Inferior (Inf).

It is noted that out of the 12 "total" Sales within the expanded 5 years, there were "no" better "recent" similar comparable sales incorporating similar sites, situs, utility/use, utilities, and / or amenities for truly "bracketing" the Subject with minimum significance to value. Actual age is "not" considered due to "effective age" is more consistent with the many recent updates, etc.

An exhaustive search for similar comparable sales within the entire area for a 5 year period with no better sales located than the ones used in the analysis. See Summary of Adjustments Addenda for further details.

"Bracketing" is Client Specific and does "not" always "truly" work, in fact, when used inappropriately, the numbers (mean, etc.) can be mis-construed by altering the Value and mis-leading to the end-user. The area was also expanded to competing neighborhoods.

FINANCING: No adjustments warranted.

CONCESSIONS: No adjustments warranted.

TIME OF SALE: Although Sale #1 (06/03/2020), Sale #2 (03/24/2021), Sale #3 (09/18/2021), and Sale #4 (08/23/2021) are slightly over the typical 1 to 3 year recommended guideline for these type of properties, they are included due to the lack of sales with similar characteristics for "bracketing" the Subject compared to the other sales as well as within in close proximity to the Subject.

Due to the market fluctuation within the area, Time Adjustment was derived at approximately 6 percent / year with a "conservative" adjust of 3.0 percent / year or 0.003 / month x number of months = an adjustment of + 0.07 (7%) to Sale #1, + 0.04 (4%) to Sale #2, + 0.02 (2%) to Sale #3, and + 0.02 (2%) to Sale #4.

Although the Subject's Market is considered Stable, there are rising cost of building materials, etc., significant increases in selling / purchasing prices as well as decrease marketing time within the last 1-6 months is evident due to "under supply vs increased demand"...!

However, with Market Fluctuation with the short time period, there is "no" way to "definitively" derive at a Time Adjustment, hence, additional older and most recent sales were included to offset such differences.

LOCATION: Urban: Arkansas Boulevard; 4 lane major thoroughfare with medium traffic flow per day.

INTERESTS CONVEYED: Fee Simple;

No mineral rights considered for the purpose and intended use of this appraisal nor was it part of the engagement letter. No adjustments warranted.

SITE: All comparable sales were viewed and/or adjusted for "Contributory" value based on the market's reaction and/or actual purchasing prices.

Site size (Ac/Sf) "does not" necessarily dictate price. Locational/Situs, Amenities, and Utility/Use factors are evident.

Adjustments primarily are for differences in price / site and/or "contributory" value / site where actual size does not reflect actual market value.

In some cases, Site adjustments appear to be opposite (- vs +) when just comparing the size of the site.

Continued on the following page.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Summary of Adjustments

File No. Texarkana Airport Authority #3

Borrower/Client	Texarkana Airport Authority (Client Only)						
Property Address	4200 E 19th St						
City	Texarkana	County	Miller	State	AR	Zip Code	71854
Lender	Texarkana Airport Authority						

Although the Sales are within close proximity, they are located within slightly different (older or newer) neighborhoods which prices and sites (square foot /acre) can vary drastically either up and/or down (inferior / superior). Price compared to Size is not "relative", but what the typical Site's actual worth in dollars which may or may not be market value and/or purchase price, i.e., it's "contributory" value.

Since, the assignment is for "vacant land" only, there are very little adjustments considered, hence, for the purpose of this appraisal, further analysis will be used in the Statistical Analysis below to derive at a price per acre.

VIEW: 2 Lane Concrete Street with General and Limited Manufacturing, Commercial, Warehouse, and Residential properties within close proximity.

OTHER IMPROVEMENTS: None: No adjustments warranted.

UTILITIES: None on Site. Located at Front / South Side at Street.

FUNCTIONAL UTILITY / USE / CONDITION: Average;

ZONING: Present Use: M-2 = General Manufacturing:

No separate adjustments warranted.

Although there does "not" appear to be major difference between M-1 and M-2, the Texarkana City Planner was contacted to verify the particular Tract of Land may or may not be eligible to be Re-Zoned to another Zoning for "Specific Use" in the future if applicable. It will depend on the nature of "Use" and the going before the Planning and Zoning Board for consideration and approval. Typically, this particular Tract would not have an issue of re-zoning, but "not" guaranteed...!

HIGHEST & BEST USE: M-2; General Manufacturing;

Possible Other Legal Uses: M-1; (With property Zoning changes)

ACCESSIBILITY: Good: Ingress and egress is to the south side of the Site from E. 19th Street. See Extraordinary Assumption above for further details.

ENCROACHMENTS AND/OR RESTRICTIONS: None Noted; No adjustments warranted.

There appears to be no apparent adverse encroachments or conditions noted at the time of the viewings which might affect the value or marketability of the subject property.

ESTIMATED MARKETING TIME: Based on sales data within the area, typical marketing time is estimated approximately 90 to 120 days upward of 1 year plus for this type of property when properly Listed at a Fair Market Price Compared to "competing" properties within the area.

However, due the shortage of available land for sale, the trend is increased selling prices above Listing Price as well as under the typical marketing time

COMMENTS: Although Vacant "Un-Improved" Land is fairly limited within the subject's immediate area, there appears to be only a limited amount of "vacant" land available for purchase remaining on and/or close to Arkansas Boulevard, especially within close proximity to the subject and/or east side of Texarkana not to mention large tracts within and/or close to the city limits of Texarkana.

Typically, this affects the 'Supply and Demand" and or "Principle of Substitution" which tends to reflect in increased selling/purchasing prices. See below for further details.

Although trends are not exact, the market within the immediate area appears to be stable with significant increasing.

Typically, comparable sales warrant consideration for adjustments for their differences based on "contributory" value extracted from the market as well as with conversations with local peers considered, not actual cost per items.

The Location, Size, Use/Topography, Zoning and overall condition of the site are strongly considered.

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Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Summary of Adjustments

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Adjustment consideration is derived by, but not limited to, the appraiser's visual observation from the street, conversations with local realtors, appraiser's files, MLS photos, and market acceptance.

Typically, slight adjustments are applicable, however, with the large number of comparable sales used in the analysis, there were "no" exact sales warranting a more scientific approach in deriving at a "fair' market value" for the purpose and intended use of this appraisal. See Correlation of Data below for further details.

There appears to be no "oblivious" signs of adverse environmental conditions noted during the appraiser's "non-evasive" visual observation. No tests were performed due to being beyond the scope of this report and expertise of the appraisers. Although termite inspections are not always mandatory per the client and/or intended use of the appraisal report, the appraiser always suggest a termite inspection to be performed by a licensed termite specialist due to being located in a wood-boring state. The inspection is per the discretion of the client.

COMMENTS ON LISTINGS: "I have considered relevant competitive listings and/or contract offerings in the performance of this appraisal. Any trend indicated by that data is supported by the listing/offering information included in this report."

Due to the Subject being in a Stable Market with slight increases in value over the last several years, additional Listing are not warranted for the purpose and intended use of this report.

TRENDS: There have not been any significant changes in the environment, economic, governments, and/or social trends in the market that would affect the stability of the market and/or exposure time. In fact, the area appears to be moving in a slightly positive direction due to new construction of thoroughfares and housing.

Adjustments derived by, but not limited to, the appraiser's visual observation from the street, conversations with local realtors, appraiser's files, MLS photos, and market acceptance. These adjustments are considered conservative based on, but not limited to, "cost to cure" estimate and/or replacement cost with consideration of market acceptance.

Typically, adjustments are not always based on "fact" but, as well as "opinion" per the appraiser's experience, reasonableness, appropriateness. The adjustments were derived by, but not limited to, qualitative and/or quantitative method, regression analysis, market acceptance, trends, pair-sales analysis, cost less depreciation depicting contributory value, as well as conversation with peers in and out of the classroom.

COMMENTS: The appraiser is "not" considered to be a home inspector, therefore, the condition of the appliances and mechanical are assumed to be in good working order. It is also "assumed" that the structural integrity of the subject is in at least average condition to the naked eye. If further details are required, a full inspection is "suggested" to be performed by a qualified home inspector, engineer, and/or field specialist per the discretion of the client.

There appears to be no "obvious" adverse environmental conditions noted during the appraiser's "non-evasive" visual observation. No tests were performed due to no "apparent" abnormalities as well as beyond the scope of this report and expertise of the appraisers.

Although termite inspections are not always mandatory per the client and/or intended use of the appraisal report, the appraiser always "suggest" a termite inspection to be performed by a licensed termite specialist due to being located in a wood-boring state. The inspection is per the discretion of the client.

The appraiser's "suggestions" are merely "suggestions" to better assist the client of this report. They are in no way mandatory and/or required inspections per any Minimum Property Requirements (MPRs) and/or Minimum Property Standards (MPSs).

"It is the Client / Lender, and / or the Underwriter's discretion to order/obtain any inspections from an expert, otherwise, the "extraordinary assumption" is made that there is no safety and/or structural issues as stated in the limited conditions of the report."

See Extraordinary Assumption and Hypothetical Condition Definitions below on page 21 and 24 for further details.

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Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Summary of Adjustments

File No. Texarkana Airport Authority #3

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CORRELATION OF DATA: Comparable sales are placed in order based on their least net & gross adjustments which contributes to deriving at and opining the final opinion of value for the purpose and intended use of the appraisal report.

An exhaustive search for similar comparable sales was performed with "NO" exact comparables sales located better than the comparable sales included in this report. Hence, for a more credible appraisal report, additional Comparable Sales with an Unadjusted Price Range of $8,215.84 to $24,752.24 / Acre were included in the analysis to assist the client and better derive at a final opinion of value as well as support the final opined value.

(R) Rounded: FOV = Final Opinion of Value:

Price Per Acre;(R) Rounded; Ac. = Acre.

ADJUSTED RANGE: $8,380.16 to $21,534.45

Sale #1 ($21,534.45 or $22,000.00 R) sets the High-End Value "strongly" supporting the FOV below...!

MEAN: $13,897.18 or $14,000.00 (R)

MEDIAN: $12,837.05 or $13,000.00 (R)

WEIGHTED AVERAGE: $12,000.00

STANDARD DEVIATION: $6,388.09

Low Value: $8,380.16 + $6,388.09= $14,768.25

High Value: $21,534.45 - $6,388.09 = $15,146.36

Mean of the Low and High Value: $14,957.50 or $15,000.00 (R)

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FINAL RECONCILIATION: Market Value derived by the Direct Comparable Sales Approach is viewed most applicable with the most weight placed on the "conservative" side of the "Weighted Average" ($12,000.00) with the Mean ($14,000.00 R) & Median ($13,000.00 R) per Acre with the Correlation of Data, and Statistical Analysis offering support of value.

To further assist the client, the Mean of Sale #1 thru #3 = $16,000.00 (R) / Acres which also "strongly" supports the FOV below...!

Based on the analysis and reconciliation of the data within the report, it is the Appraiser's "Final Opinion of Market Value" for the subject of this report is $12,000.00 / Acre x 7.64 Acres equals $91,680.00.00 or $92,000.00 (R).

SAY: $92,000.00 (R)

Ninety-Two Thousand Dollars (R)

or

$12,000.00 / Acre

or

$0.28 / Square Foot

("Vacant" and "Un-Improved" Land Only)

COMMENT: A Variance of 5% to 15% (+/-) is recommended based on the requirements of the Client.

Since the appraisal is based on an "extraordinary assumption", the appraiser reserves the right to revise the appraisal if any unknown facts become known after the effective date of this report and/or any findings from any inspections and/or surveys prior to or after the effective date of this report that could possibly affect the outcome of the report and/or value.

Due to the dynamic nature of the real estate market, past trends are not always a reliable indicator of future trends in selling prices.

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Summary of Adjustments

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HIGHEST & BEST USE and SUPPLY & DEMAND continued on the following pages.

HIGHEST AND BEST USE:

The American Institute of Real Estate Appraisers defines Highest and Best Use as follows:

" The most profitable, likely use to which a property can be put. The opinion of such use may be based on the highest and most profitable continuous use to which the property is adapted and needed, or likely to be in demand in the reasonable near future. However, elements affecting occurrences, which while within the realm of possibility, are not fairly shown to be reasonably probable, should be excluded from consideration. Also, if the intended use is dependent upon an uncertain act of another person, the intention cannot be considered."

"The use of land which may reasonably be expected to produce the greatest net return to land over a given period of time. That legal use which will yield to land to the highest present value, sometimes called "optimum use". Appraisal Terminology and Handbook, Fifth Edition, p.99.

In estimating Highest and Best Use, there are essentially four stages of analysis:

1. Legally Permissible - What possible uses are permitted by zoning and deed restrictions on the site in question?

2. Physically Possible - To what use is it physically possible to put the site in question?

3. Financially Feasible - Which possible and permissible uses will produce the highest net return or highest present return?

4. Maximally Productive - Among the feasible uses, which use will produce the highest net return or highest present worth?

The Highest and Best Use of the land (or site) as "if vacant" and available for use, may be different from the Highest and Best Use of the "as improved" property. This will be true when the improvement is not an appropriate use and yet makes a contribution to total property value in excess of the value of the site.

Since the appraisal of the subject property is based on a particular use, the Highest and Best Use analysis determines if the current use is the Highest and Best Use.

A Highest and Best Use analysis consists of considering the Highest and Best Use of the property under two assumptions:

1) with vacant and available site and **2)** with the property "as improved." These two assumptions of Highest and Best Use are correlated into one final estimate of Highest and Best Use.

The following tests must be met in estimating highest and best use:

1) the use must be legal and probable, not speculative or conjectural,

2) a demand for the use must exist and,

3) it must yield the highest net return to the land for the longest period.

These tests are applied to the vacant and improved property. To arrive at an estimate of highest and best use, the subject site is analyzed as though "vacant and available" for development and as presently "improved."

PRESENT USE: M-2; General Manufacturing;

HIGHEST & BEST USE: With "M-2" Zoning" in the "urban-like" area, any and all consideration is possible, i.e., Limited Manufacturing, Warehouse, MultiPurpose, and/or possible Commercial Expansion;

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Since the subject is large tract of "vacant land" can be possibly split, developed, and/or sold off, the "highest and best use" could be considered as an "interim use" and/or possible new development. This is strictly included to assist the client of this report.

A summary of Highest and Best Use may be defined as the reasonably probable and legal use of vacant land or improved property which is which is physically possible, appropriately supported, financially feasible, and results in the highest value to the land.

There are four other questions that must be addressed pertaining to Highest and Best Use:

1. is the property of proper economic development?

2. is the property an over-improvement?

3. is the property an under-improvement?

4. is the property misplaced?

Similar sites within close proximity incorporate, but not limited to, small farm/ranch, single family dwellings, residential, light-industrial, commercial, and 2 newly constructed truck stops with convenience store and fast food restaurants.

Strictly, just, "Zoning" is not considered separately for "Urban" Vacant Land, however, UTILITY and /or USE are considered strongly when vacant land can be used for Multi-Purposes. Similar tracts typically range as low as $10,000.00 per acres to over $100,000.00 plus per acre depending on the location, size, and amenities. Similar tracts with more Utility and/or Use range $15,000.00 to $25,000.00 + / per acre.

During the currant market and lack of available "vacant" land for sale, it will be a "Seller's Market" meaning one could just about name the price to a Specific Buyer with Specific Requirements within the current time frame.

Many times vacant, unused, and surplus land sell to, but not limited, to the neighbors and/or for conservative wholesale prices for "holding and/or re-purposing for future use.

There has been very limited sales to connote good verifiable data for vacant land sales within the area due to satisfaction and located in a rural marketing area.

It is noted the above data is offered to assist the client in their decision making process for the subject property as its "highest and best use" and "demand".

SUPPLY AND DEMAND:

Summary of Supply and Demand, "in economic theory, the principle of supply and demand states that the price of a commodity, good, or service carries directly, but not necessarily proportionately with supply."

"In real estate, Supply is the amount of a type of real estate available for sale or lease at various prices in a given market at a given period of time. Typically, more of an item will be supplied at a higher price and less at a lower price." A basic factor of value is scarcity.

"In real estate, Demand is the amount of a type of real estate desired for purchase or rent at various prices in a given market for a given period of time. Typically, less of an item will be demanded at a higher price, and more will be demanded at a lowered price. Property values tend to vary directly with shifts in demand; prices tend to increase if demand increases and other factors remain constant. Usually, the relationship between demand and price is not fixed. The changing relationship is described as the elasticity of demand."

"The Appraisal of Real Estate, Tenth Edition, The Appraisal Institute. Pages 34-36."

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CONCLUSION:

Based on the appraiser's experience within the subject's immediate area, the "supply" of similar properties of vacant land is quite "low" while actual "demand" exhibits an "increase" from the construction of several newer businesses, etc. within in the area.

Simply, due to the immediate surroundings of a vast array of mixed-use properties, there is no way to guarantee the best way to market the property or provide a true estimate for a marketing time. This is where unique defines itself, in that, the property will go to a specific buyer for a specific use, not necessarily to an average buyer.

The information provided is to assist the client in their decision making processes only.

The appraiser reserves the right to revise the appraisal report upon any unknown factors becoming aware of after delivery of the completed report to the client.

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Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Definitions

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SEE ADDENDA FOR DETAILS OF ADJUSTMENTS:

The subject is located just within the city limits of the East Texarkana (Population 30,383) with a wide array of home styles, size, and situs. A fair amount of commercial and multi-use properties are located within close proximity. However, due to local zoning, the vast array of homes, styles, size, and price range, there appears to be a very minimum negative market influence for commercial and/or large properties within the immediate area.

If further details are required, it is recommended that a full home inspection to be performed by a licensed home inspector / specialist and/or local code enforcement for Texarkana, Miller County, Texas. Any inspections are per the client's requirements.

URBAN: The characteristics of cities and towns, such as concentration of population, density of structures, intensive utilization of land for residential, commercial, and industrial purposes, paved streets, lighted streets, and public utilities; the characteristics of being like a city; the opposite of Rural.

SUBURBAN: The unincorporated and incorporated residential area, and the associated commercial and industrial areas, surrounding a Central City having strong economic and social ties to the city.

RURAL: Those areas having characteristics of the country or the farm, as distinguished from Urban areas; areas outside the urban areas that are not thickly populated or intensively utilized for non-agriculture purposes; the farming areas or those having to do with agriculture.

Definitions extracted from, "APPRAISAL AND ASSESSMENT DICTIONARY" By Richard A. Cherney, C.A.E, S.R.A

RURBAN: A Concept of human settlements, where the city and countryside are considered one space. Per Wikipedia. ...of relating to, or constituting an area which is chiefly residential, but where some farming is carried on. Per Merriam-Webster.

Since the neighborhood is just inside of the city limits of the of Texarkana, it is considered a "SUBURBAN" market based on the population density of the area with distances of the comparable sales with from 0.77 miles up to 3.40 miles which are the only comparables that come close to "bracketing" the Site, Age, Room Count (Baths), GLA, and Amenities. The area was also expanded to competing neighborhoods. There were "no" more similar comparables sales to fully "bracket" the total floor count with "minimum" affect on the appraisal.

Although very few sales were located in the immediate area within the recommended guidelines, the subject does not appear to "under and/or over-built" for the area.

An exhaustive search for similar comparable sales within the entire area for a 3.0 year period with no better sales located than the ones used in the analysis. See Supplemental Addenda for further details.

EXTRAORDINARY ASSUMPTION: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumption presume as fact otherwise uncertain information about physical, legal, or economic characteristic of the subject property; or about the conditions external to the property, such as market conditions or trends; or about integrity of data used in an analysis. (USPAP, 2015-2016 ed. p. U3).

HYPOTHETICAL CONDITION: A condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (Per USPAP).

SUPERADEQUACY: An excess in the capacity or quality of a structure or structural component; determined by the market. (The Dictionary of Real Estate Appraisal, 5th Edition, Appraisal Institute).

SPECULATIVE USE: Future Use / Change of Zoning Requirements:

TEXARKANA GIS MAPS: Texarkana Water Utilities GIS Maps (TWU ArcGIS Web)

See Zoning on the following page.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Definitions

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ZONING PER TEXARKANA PLANNING AND ZONING DEPARTMENT / CHIEF BUILDING OFFICIAL:

Sec. 28-23. - Industrial districts.

(a) General description. The industrial zoning districts are intended to provide for the development of light to heavy industrial uses and their related facilities. Appropriate standards for the various districts are designed to assure compatibility with other similar uses and to ameliorate any conflicts with non-industrial uses located in close proximity to the industrial use. The zoning chapter hereby establishes three (3) industrial zoning districts to be known as the W-1 warehousing and wholesaling district, the M-1 limited manufacturing district and the M-2 general manufacturing district.

(1) W-1 warehousing and wholesaling district. This district is for rail, bus, and truck terminals along with warehousing, wholesaling, packaging, storage, fabrication, display and such limited manufacturing as does not create a nuisance for residential and commercial neighbors. This zone requires access to railroads and highways and it should be near the industrial and commercial areas that it serves.

(2) M-1 limited manufacturing district. This district is for clean, quiet industries on ample landscaped sites with plenty of room for parking and plat expansion. These sites share access to highways and railroads, they are protected from the noise, dirt, and hazards of more objectionable industries and in turn they are good neighbors to nearby commercial, residential and agricultural areas.

(3) M-2 general manufacturing district. This zone is for the more intensive industries and those making products from raw materials. Regulations are the minimum for mutual protection between industries.

(b) Permitted uses. The permitted uses in the industrial districts are set forth below. Where the letter "X" appears opposite a permitted use and underneath an industrial zoning district, the use is permitted in that district subject to (1) the providing of off-street parking in the amount required, (2) conformance to the development criteria applying to uses as set forth in this section, and (3) the providing of off-street loading in accordance with article VII. Where letters "CU" appear instead of "X", this use is permitted subject to acquiring a conditional use permit as set forth in article I

(4) C-3 open display commercial district. This district is established in order to provide adequate locations for retail uses which serve the needs of the motoring public and are characterized by a high level of vehicular ingress and egress. Among these uses are automobile and other vehicular service establishments, transient sleeping accommodations, and eating and drinking establishments. The district is also intended to provide a location for the limited amount of merchandise, equipment and material being offered for retail sale that, because of the type of material or transportation requirements, are suitable for display and storage outside the confines of an enclosed building. Such uses are not generally compatible with pedestrian oriented commercial districts and shopping centers since they tend to obstruct and interfere with pedestrian movements. Appropriate locations for this district are along heavily traveled major traffic arterials.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Assumptions & Limiting Conditions

Property Address: 4200 E 19th St | City: Texarkana | State: AR | Zip Code: 71854
Client: Texarkana Airport Authority | Address: 201 Airport Drive, Texarkana, AR 71854
Appraiser: Michael Lynn Hendrix, MRA., MHV. | Address: 122 E. Broad Street, Suite 204, Texarkana, AR 71854

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a sketch in the appraisal report to show approximate dimensions of the improvements, and any such sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size. Unless otherwise indicated, a Land Survey was not performed.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- If the cost approach is included in this appraisal, the appraiser has estimated the value of the land in the cost approach at its highest and best use, and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used. Unless otherwise specifically indicated, the cost approach value is not an insurance value, and should not be used as such.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- If this appraisal is indicated as subject to satisfactory completion, repairs, or alterations, the appraiser has based his or her appraisal report and valuation conclusion on the assumption that completion of the improvements will be performed in a workmanlike manner.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database.
- An appraisal of real property is not a 'home inspection' and should not be construed as such. As part of the valuation process, the appraiser performs a non-invasive visual inventory that is not intended to reveal defects or detrimental conditions that are not readily apparent. The presence of such conditions or defects could adversely affect the appraiser's opinion of value. Clients with concerns about such potential negative factors are encouraged to engage the appropriate type of expert to investigate.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

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Definitions & Scope of Work

Property Address: 4200 E 19th St | City: Texarkana | State: AR | Zip Code: 71854
Client: Texarkana Airport Authority | Address: 201 Airport Drive, Texarkana, AR 71854
Appraiser: Michael Lynn Hendrix, MRA., MHV. | Address: 122 E. Broad Street, Suite 204, Texarkana, AR 71854

DEFINITION OF MARKET VALUE *:
Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:
1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.
* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

EXTRAORDINARY ASSUMPTION: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumption presume as fact otherwise uncertain information about physical, legal, or economic characteristic of the subject property; or about the conditions external to the property, such as market conditions or trends; or about integrity of data used in an analysis. (USPAP, 2015–2016 ed. p. U3).

HYPOTHETICAL CONDITION: A condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. (Per USPAP).

NOTE: "The Appraiser's Opinion of Value is just that, An Opinion of Value on the Effective Date only...! It is completely Independent of any List Price, Purchase Price, Previous Sale Price, and / or Conversation. Also, it is "not" required nor mandatory the Appraiser's Opinion of Value be "Equal To" any List Price and / or Agreed Purchase Price."

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

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2022-055 ATTH 01

Certifications

Property Address: 4200 E 19th St | City: Texarkana | State: AR | Zip Code: 71854
Client: Texarkana Airport Authority | Address: 201 Airport Drive, Texarkana, AR 71854
Appraiser: Michael Lynn Hendrix, MRA., MHV. | Address: 122 E. Broad Street, Suite 204, Texarkana, AR 71854

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

EXTRAORDINARY ASSUMPTION: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinion or conclusion. Comment: Extraordinary assumption presume as fact otherwise uncertain information about physical, legal, or economic characteristic of the subject property; or about the conditions external to the property, such as market conditions or trends; or about integrity of data used in an analysis. (USPAP, 2015–2016 ed. p. U3).

SIGNATURES

Client Contact: | Client Name: Texarkana Airport Authority
E-Mail: | Address: 201 Airport Drive, Texarkana, AR 71854

APPRAISER

Michael Hendrix

Appraiser Name: Michael Lynn Hendrix, MRA., MHV.
Company: P.M. Brown Appraisers
Phone: (903) 490-5300 | Fax: (903) 793-8479
E-Mail: appraiserbyday@cableone.net
Date Report Signed: 05/06/2022
License or Certification #: CG1730 | State: AR
Designation: MRA, MHV.
Expiration Date of License or Certification: 06/30/2022
Inspection of Subject: ○ Interior & Exterior ● Exterior Only ○ None
Date of Inspection: 04/24/2022

SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)

Supervisory or Co-Appraiser Name:
Company:
Phone: | Fax:
E-Mail:
Date Report Signed:
License or Certification #: | State:
Designation:
Expiration Date of License or Certification:
Inspection of Subject: ○ Interior & Exterior ○ Exterior Only ○ None
Date of Inspection:

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

GP RESIDENTIAL
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3/2007

Front Site View

Rear Site View

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Street View
Looking East on E. 19th St. with Subject on Left in Photo.

Street View
Looking West on E.. 19th St.. Concrete Street.

Approximate SW Corner Front Side View

Approximate SE Front Side View
Texarkana Airport Authority on right in photo.

East Side View
Looking from the Front Side

East Side View
Looking from the Rear Side

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Mid-Way View

Miscellaneous Timber
No "additional" Contributory Value considered.

Drainage Ditch
Crosses Tract approximately 3/4 toward the Rear of the Site.

Drainage Ditch
Crosses Tract approximately 1/4 from the Rear of Site.

No Photo.

No Photo.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Comparable Land Photo Page

Borrower/Client	**Texarkana Airport Authority (Client Only)**						
Property Address	**4200 E 19th St**						
City	**Texarkana**	County	**Miller**	State	**AR**	Zip Code	**71854**
Lender	**Texarkana Airport Authority**						

Comparable 1

4100 E 19th St

Prox. to Sub.	**0.19 miles SW**
Sales Price	**332,175**
Date of Sale	**06/30/2020**
Site Area	**13.42**
Location	**Urban;Industrial Area**
Overall Location:	**Similar;Superior:<20%>**
Other Improvements	**None;**
Utility / Use; Topography	**Avg;Slightly Rolling;**
Zoning;	**M-2**
None;	**None:**

No Photo

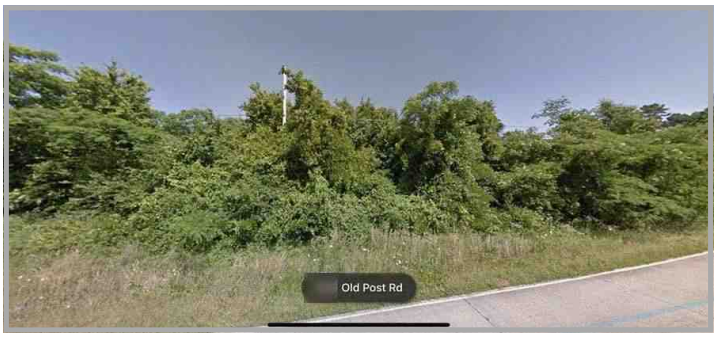
Photos may or may not appear exactly the way the land was sold....

Comparable 2

1310 Old Post Rd

Prox. to Sub.	**0.82 miles S**
Sales Price	**80,000**
Date of Sale	**03/24/2021**
Site Area	**4.00**
Location	**Urban;Industrial Area**
Overall Location:	**Similar;Superior:<20%>**
Other Improvements	**None;**
Utility / Use; Topography	**Avg;Slightly Rolling;**
Zoning;	**M-2**
None;	**None:**

Photos may or may not appear exactly the way the land was sold....



Comparable 3

1803 Old Post Rd

Prox. to Sub.	**0.51 miles S**
Sales Price	**85,000**
Date of Sale	**09/18/2021**
Site Area	**9.77**
Location	**Urban;Industrial Area**
Overall Location:	**Similar;Equal;**
Other Improvements	**None;**
Utility / Use; Topography	**Avg;Slightly Rolling;**
Zoning;	**M-2**
None;	**None:**

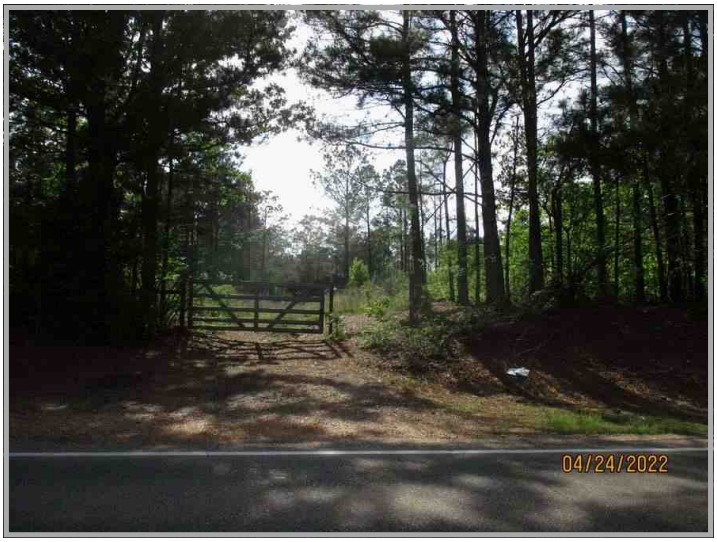
Photos may or may not appear exactly the way the land was sold....

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Comparable Land Photo Page

Borrower/Client	Texarkana Airport Authority (Client Only)						
Property Address	4200 E 19th St						
City	Texarkana	County	Miller	State	AR	Zip Code	71854
Lender	Texarkana Airport Authority						



Comparable 4

3250 N Rondo Rd

Prox. to Sub.	1.14 miles NE
Sales Price	312,859
Date of Sale	08/23/2021
Site Area	38.08
Location	Urban;Busy Rd;
Overall Location:	Similar;Equal;
Other Improvements	None;
Utility / Use; Topography	Avg;Slightly Rolling;
Zoning;	R-1;
None;	None:

Photos may or may not appear exactly the way the land was sold....

No Photo

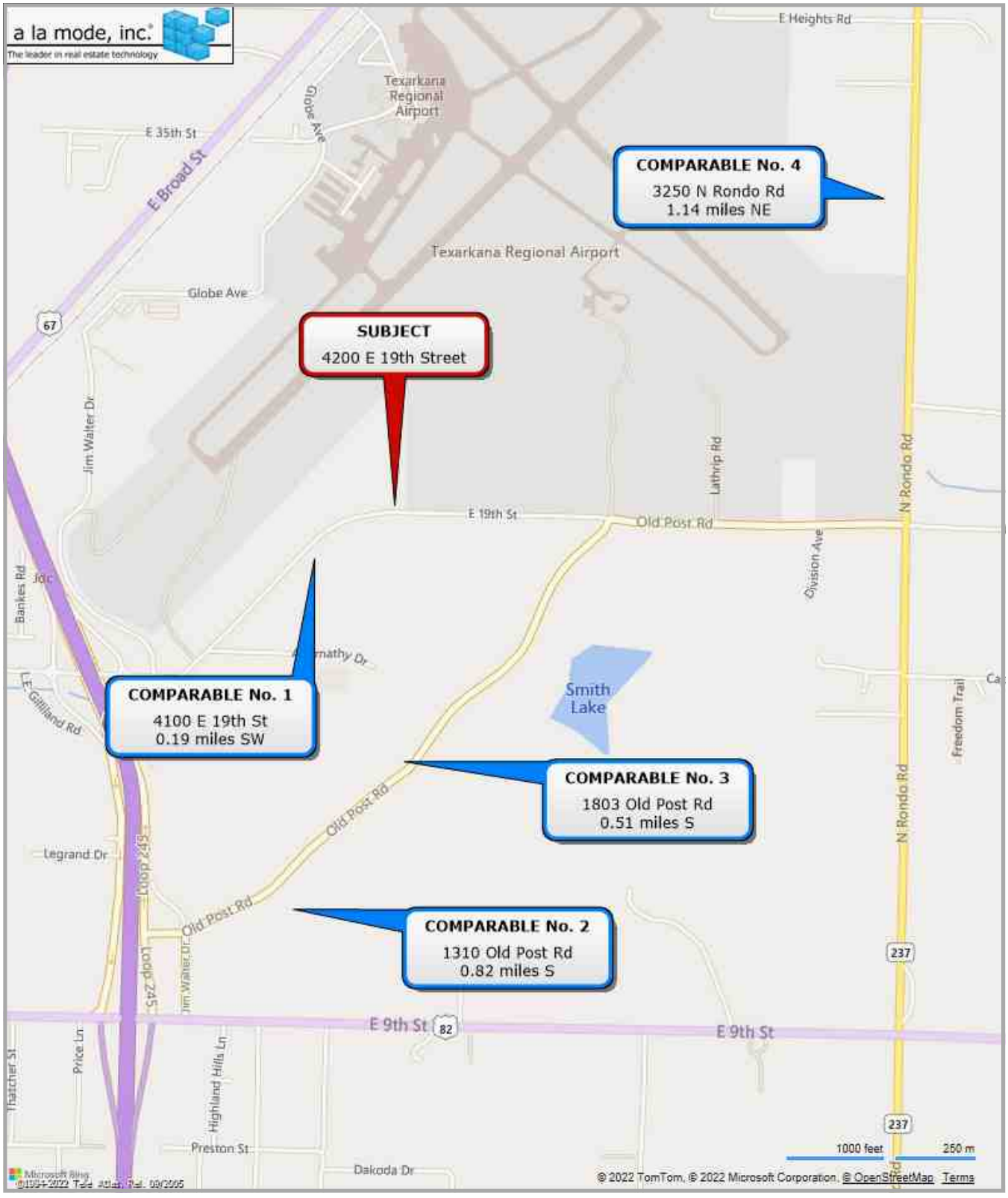
No Photo.

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject and Comparable Sales Location Map

Borrower/Client	**Texarkana Airport Authority (Client Only)**						
Property Address	**4200 E 19th St**						
City	**Texarkana**	County	**Miller**	State	**AR**	Zip Code	**71854**
Lender	**Texarkana Airport Authority**						



Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject's Miller County Property Card - Page 1

7.11.d

Parcel: 00250900
As of: 3/7/2022

Miller County Report

ID: 4148

Property Owner

Name: PLAINFIELD COMPANY, LLC

Mailing Address: P O BOX 550
SPRINGHILL, LA 71075

Type: (AV) Agri Use/Vacant
Tax Dist: (07T) TEXARKANA
Millage Rate: 54.90
Extended Legal: E1/2 E1/2 SE SE

Property Information

Physical Address:

Subdivision: 16-15S-28W
Block / Lot: N/A / N/A
S-T-R: 16-15S-28W
Size (Acres): 8.000

Market and Assessed Values

	Estimated Market Value	Full Assessed (20% Mkt Value)	Taxable Value
Land:	$1,150	$230	$230
Building:	0	0	0
Total:	$1,150	$230	$230

Taxes

Estimated Taxes: $13

Homestead Credit: $0

Note: Tax amounts are estimates only. Contact the county/parish tax collector for exact amounts.

Special Assessments

Assessment	Tax Amount
TIMBER TAX	$1.60
Total	$1.60

Land

Land Use	Size	Units
Timber(12)	2.910	Acres
Timber(14)	5.090	Acres
Total	**8.000**	

Deed Transfers

Deed Date	Book	Page	Deed Type	Stamps	Est. Sale	Grantee	Code	Type
5/1/2002	418	729	Ltd Warr Deed			PLAINFIELD COMPANY, LLC	N/A	N/A
3/18/1998	386	315	Redem Deed			GREEN, HAL & ETAL	N/A	Land Only
7/1/1964	203	621/279	N/A			GREEN, HAL & ETAL	N/A	N/A

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

2022-055 ATTH 01

Subject's Miller County Property Card - Page 2

7.11.d

Parcel: 00250900
As of: 3/7/2022

Miller County Report

ID: 4148

Reappraisal Value History

Tax Year	Total Value	Total Assessed
2015	$1,650.00	$330.00
2016	$1,650.00	$330.00
2017	$1,650.00	$330.00
2018	$1,650.00	$330.00
2019	$1,650.00	$330.00
2020	$1,150.00	$230.00
2021	$1,150.00	$230.00

Map

Not a Legal Document.
Subject to terms and conditions.
www.actDataScout.com

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

2022-055 ATTH 01

Subject's Miller County Property Card - Page 3

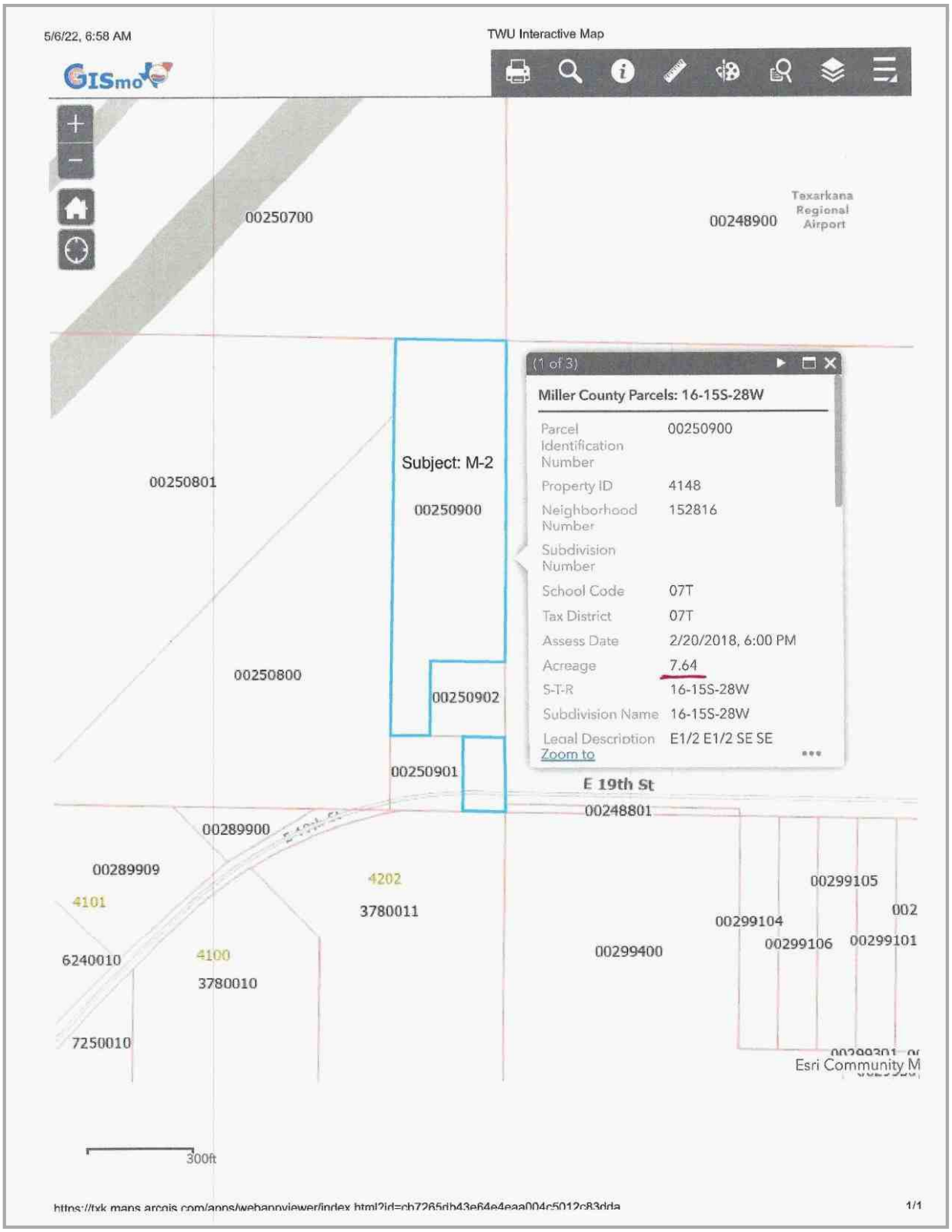
7.11.d

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject's Plat Map Per Texarkana Water Utilities-GIS

7.11.d



Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Subject's Aerial Plat Map Per Texarkana Water Utilities-GIS

2022-055 ATTH 01

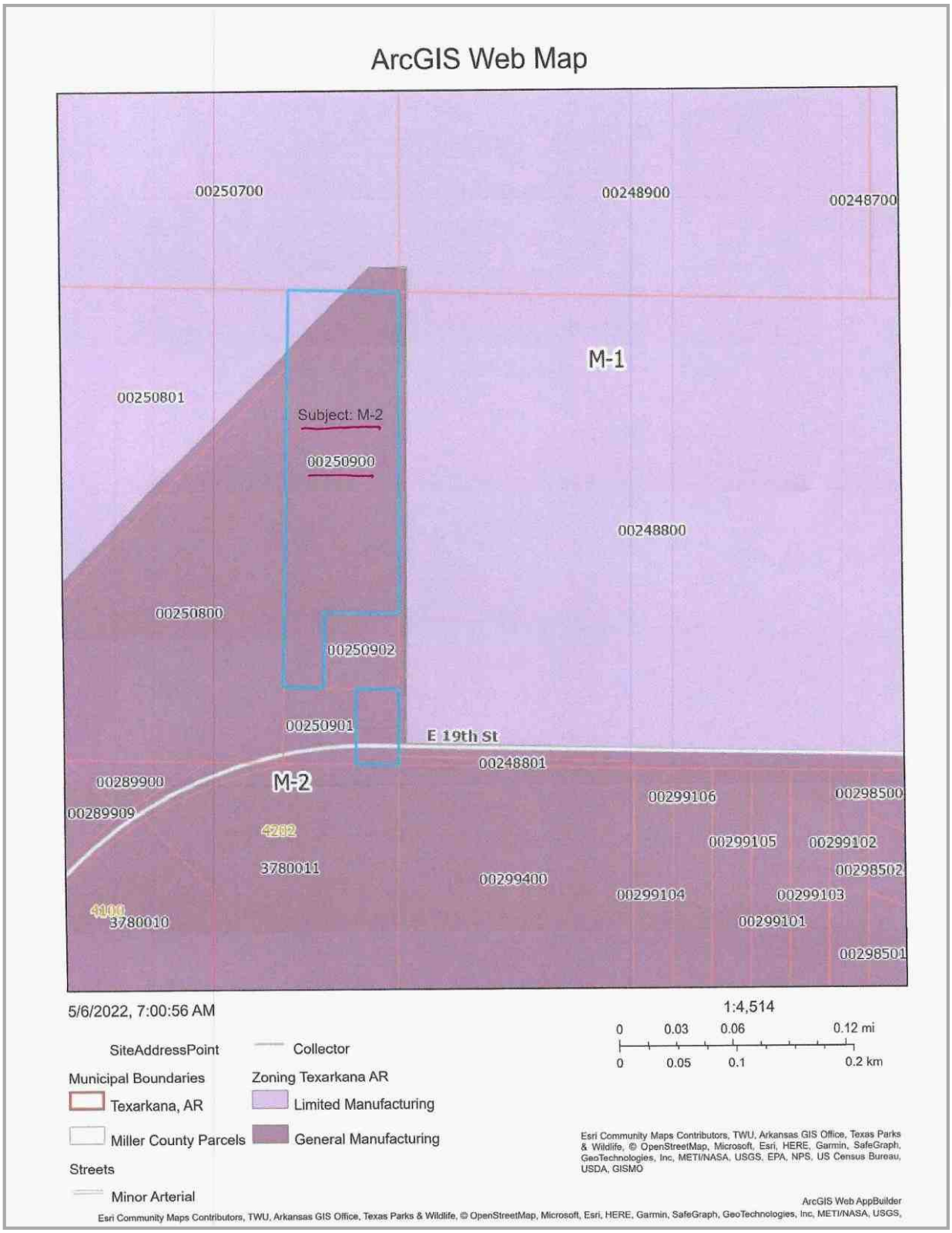
7.11.d

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Subject's M-2 Zoning Map Per Texarkana Water Utilities-GIS

2022-055 ATTH 01

7.11.d



Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject's MCAD Site Front Foot Map

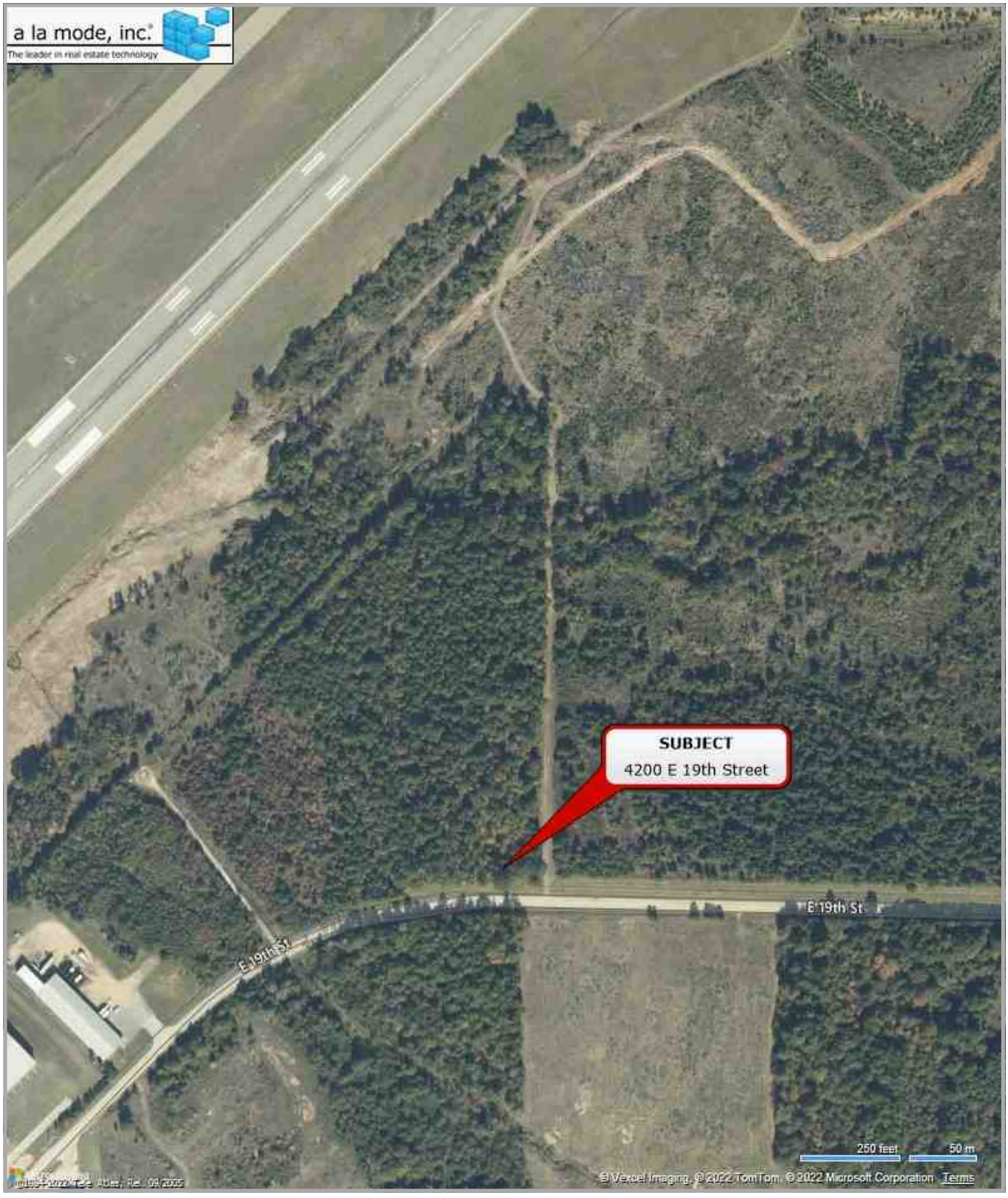
7.11.d

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject Aerial Site Location Map

Borrower/Client	**Texarkana Airport Authority (Client Only)**						
Property Address	**4200 E 19th St**						
City	**Texarkana**	County	**Miller**	State	**AR**	Zip Code	**71854**
Lender	**Texarkana Airport Authority**						



Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 ATTH 01

Subject Aerial Neighborhood Location Map

Borrower/Client	**Texarkana Airport Authority (Client Only)**						
Property Address	**4200 E 19th St**						
City	**Texarkana**	County	**Miller**	State	**AR**	Zip Code	**71854**
Lender	**Texarkana Airport Authority**						

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

P.M. Brown, Real Estate Appraisers

Main File No. Texarkana Airport Authority #2 | Page # 41 of 43

ENGAGEMENT LETTER

Date 04/07/2022
Client Texarkana Airport Authority
Address 201 Airport Drive, Texarkana, AR 71854

RE: Appraisal of AR Blvd. & E. 19th, Texarkana, AR 71854

Dear Mr. Paul Mehrlich III, C. M. ACE ,

Pursuant to your request, we are happy to submit a proposal for the appraisal of the property located at Arkansas Boulevard and E. 19th St, Texarkana, AR 71854.

The appraisal shall be prepared for Texarkana Airport Authority
and is for the sole and exclusive use of Texarkana Airport Authority.
We request that you seek our written authorization before releasing the report to any other party.

The assignment will be to formulate an opinion of market value for the property. The legal property appraised would be the Fee Simple interest. The property will be valued as of TBD.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Attached to this letter you will find a copy of our Statement of Limiting Conditions and Appraiser's Certification which are attached to all appraisals prepared by this office. Please review and initial each attached page and return the executed copy to us indicating your acceptance and approval of our Limiting Conditions and Appraiser's Certification.

The estimated completion date of the appraisal is Typically 2 - 3 weeks +/- after inspection unless unforeseen issues occur.
We can only complete the appraisal by this date if we receive from you in a timely manner any relevant information needed for the preparation of the report. In order to complete this appraisal, the following information will be needed:
Request of the following, but not limited to, Legal Description, Surveys, Plats, Warranted Deeds, and any pertinent information to assist the appraiser. Also, Contact Name and Number for E. 19th St. to gain access for the Visual Observation.
Full Fee Compensation upon Cancellation with No Refund upon Cancellation.
ETA is "not" guaranteed due to unforeseen circumstances...!

We will furnish you with 1 copies of the appraisal report. Our fee for this appraisal will be $ 3,700.00.
This fee ○ does ● does not include the cost of certain expenses that may be incurred in the preparation of the report.
If expenses are not included, a bill for these expenses will be provided to you upon completion of the report.

○ A retainer in the amount of $ _____ must be paid to this office before we can commence the preparation of this report.
● A bill for the $ 3,700.00 appraisal fee will be presented and immediate payment will be requested at the time the report is completed.
○ A bill for the appraisal fee of $ _____ along with any other expenses incurred will be presented to you along with the completed report.

We will proceed with the preparation of this appraisal upon receipt of a signed copy of this letter and an initialed copy of the Statement of Limiting Conditions and Appraiser's Certification. If you have any questions about anything contained in this letter or in any of the attachments, please give us a call.

Sincerely,

Michael Handley

Engagement Letter Accepted:

(client signature) 4/7/2022 (date)

Form ENG2_LT - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

QUALIFICATIONS

MICHAEL L. HENDRIX, MRA, MHV.

EDUCATION:

B.B.A---BUSINESS OF ADMINISTRATION/PSYCHOLOGY…ST. JOHN'S UNIVERSITY
A.S.---BUSINESS COMPUTERS…CHENIER BUSINESS SCHOOL
A.S.---DRAFTING TECHNOLOGY/WELDING TECHNOLOGY…TEXARKANA, COLLEGE

CERTIFICATIONS:

ARKANSAS CERTIFIED GENERAL APPRAISER—CG1730
TEXAS CERTIFIED GENERAL APPRAISER—TX-1336152-G
LOUISIANA CERTIFIED GENERAL APPRAISER—G1681
OKLAHOMA CERTIFIED GENERAL APPRAISER---12596CGA
FHA-UNITED STATES DEPARTMENT OF HOUSING & URBAN DEVELOPMENT
BOARD CERTIFIED MANUFACTURED HOUSING VALUATION--5116
ARKANSAS CERTIFIED HOUSING CONSULTANT
BUILDING MAINTENANCE/TRADESMAN—UNITED STATES LABOR DEPARTMENT

PROFESSIONAL MEMBERSHIPS:

NATIONAL ASSOCIATION OF MASTER APPRAISERS—MRA DESIGNATION 10628
SOUTH CENTRAL TEXAS NAMA CHAPTER
NATIONAL SOCIETY OF APPRAISER SPECIALISTS—MHV DESIGNATION 5116
HOME BUILDERS ASSOCIATION OF TEXARKANA
ASSOCIATION OF TEXAS APPRAISERS
MAIN STREET TEXARKANA, USA TEXARKANA CHAMBER OF COMMERCE

APPRAISAL RELATED COURSES:

ARKANSAS STATE UNIVERSITY
- SPECIAL STUDIES OF INCOME APPROACH
- FARM AND RANCH APPRAISAL

APPRAISAL INSTITUTE:
- APPRAISING MANUFACTURED HOME
- INCOME CAPITALIZATION

LINCOLN GRADUATE CENTER:
- UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICES
- COMMERCIAL INVESTMENT APPRAISAL
- FINANCIAL ANALYSIS OF INCOME PROPERTY
- YIELD CAPITALIZATION OF INCOME PROPERTY
- PRINCIPLES OF REAL ESTATE APPRAISAL
- PRACTICE OF REAL ESTATE APPRAISAL
- APPRAISAL OF RESIDENTIAL PROPERTY
- WRITING THE NARRATIVE APPRAISAL REPORT
- APPRAISAL ISSUES
- LEGISLATIVE & ASB UPDATES
- FHA/FANNIE MAE UPDATES
- APPRAISAL LIABILITIES
- FARM & LAND APPRAISAL
- MANUFACTURED HOUSING APPRAISAL

NATIONAL ASSOCIATION OF INDEPENDENT FEE APPRAISERS
- INCOME CAPITALIZATION
- MANUFACTURED HOME REVIEW
- FHA APPRAISING
- REVIEWING RESIDENTIAL APPRAISALS
- FANNIE MAE GUIDELINES
- APPRAISAL OF FORECLOSURE PROPERTIES

TEXARKANA COLLEGE:
- PRINCIPLES OF REAL ESTATE
- REAL ESTATE LAW AND CONTRACTS

THE COLUMBIA INSTITUTE
- PRINCIPLES OF APPRAISAL REVIEW
- NEW FANNIE MAE APPRAISAL GUIDE

TYLER REAL ESTATE COLLEGE: USPAP

APPRAISAL FOUNDATION: USPAP

FRA COLLINS SCHOOL OF REAL ESTATE:
- BASIC PRINCIPLES OF REAL ESTATE

NATIONAL BUSINESS INSTITUTE:
- FROM APPRAISAL TO COURT ROOM

EMPLOYMENT:

P.M. BROWN APPRAISERS—8/1998—PRESENT

PARTIAL LIST OF MAJOR CLIENTS:

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

Attachment: 2022-055 ATTH 01 Land Appraisal (3706 : 2022-055 RES Airport Land Purchase (8ac))

STATE OF ARKANSAS

APPRAISER LICENSING & CERTIFICATION BOARD

Attest That

MICHAEL L. HENDRIX

On this date was certified as a

STATE CERTIFIED GENERAL APPRAISER

The Arkansas Appraiser Licensing and Certification Board hereby affirms that this Certificate is issued in accordance with all the requirements of Arkansas Code Annotated, Section § 17-51-101 et seq., and subsequently adopted "Rules and Regulations" and shall remain in force when properly supported by a current pocket identification card.

ARKANSAS
APPRAISER LICENSING &
CERTIFICATION BOARD
This is to certify that
Michael Hendrix

License #: CG 1730

has complied with the requirements of Arkansas Code Section §17-14-201 et seq.; and is the holder of a valid certificate.
This card is for identification purposes only.

6/30/2022
Expiration Date

Chairman

CG1730
Certificate Number

Richard A Stephens
Chairman, AAL & CB

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Public Information Plan:

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

Other:

Attachment: 2022-055 Goals & Perspectives (3706 : 2022-055 RES Airport Land Purchase (8ac))

RESOLUTION NO. 2022 - 055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE REQUEST OF THE TEXARKANA AIRPORT AUTHORITY FOR PURCHASING EIGHT (8) ACRES OF LAND ADJOINING CURRENT AIRPORT PROPERTY; AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE ANY DOCUMENTS NECESSARY FOR THE PURCHASE OF THE AFOREMENTIONED LAND; AND ESTABLISHING AN EFFECTIVE DATE.

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

WHEREAS, the Joint Board of the Texarkana Airport Authority, by resolution adopted May 24, 2022, and attached to this resolution as **Exhibit "A"**, has requested that the Cities authorize the purchase of eight (8) acres of adjoining property to the Authority to provide for the future development of aeronautical land; and

WHEREAS, the real estate sales contract, attached to this resolution as **Exhibit "B",** offers the property at a total purchase price of $80,000; and

WHEREAS, the purchase will not be completed until required written consent of the City Council of Texarkana, Texas, and the Board of Directors of Texarkana, Arkansas, per Section 4-31(b) of the municipal codes of the City of Texarkana, Texas, and Section 6-36 (b) of the City of Texarkana, Arkansas, has been satisfied; and

WHEREAS, the City Council of the City of Texarkana, Texas, desires to provide authority and direction to the City Manager of the City of Texarkana, Texas, to accomplish the purposes set out in **Exhibit "A"** to this resolution.

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

SECTION 1: The City Council authorizes and directs the City Manager to execute the necessary documents in form and substance acceptable to the City Manager for the proposed land purchase of eight (8) acres.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:57 p.m.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

2022-055 EXH 'A'

TEXARKANA AIRPORT AUTHORITY RESOLUTION No. 052622C
A RESOLUTION BY THE TEXARKANA AIRPORT AUTHORITY APPROVING THE PURCHASE OF ADJOINING PROPERTY

WHEREAS, the Airport Authority is owned by the Cities of Texarkana Arkansas and Texas, and having considered purchasing 8 acres of adjoining property, its location which is attached hereto and marked Exhibit A; and

WHEREAS, this property is directly adjacent to Taxiway D, providing future aeronautical development; and

WHEREAS, the Airport Authority has 80 acres directly adjacent which could be better developed with the inclusion of this property; and

WHEREAS, the Airport Authority plans to develop future aeronautic land use; and

WHEREAS, Section 4-31 of the municipal codes of the City of Texarkana, Texas and Section 6-36 (b) of the City of Texarkana, Arkansas requires written consent of the City Council of Texarkana, Texas and the Board of Directors of Texarkana, Arkansas before the Authority can purchase property;

NOW, THEREFORE, BE IT RESOLVED BY THE TEXARKANA AIRPORT AUTHORITY THAT:

SECTION 1. The Land Purchase Contract offering be accepted for the reasons stated herein and to seek the concurrence of the governing bodies of the Cities of Texarkana, Texas and Texarkana, Arkansas.

SECTION 2. Mr. Paul Mehrlich, Airport Director is authorized to sign the purchase contract on behalf of the Airport Authority and Mrs. Shannon Elliott is authorized to witness said signing.

Adopted this 24th day of May, 2022

SIGNED

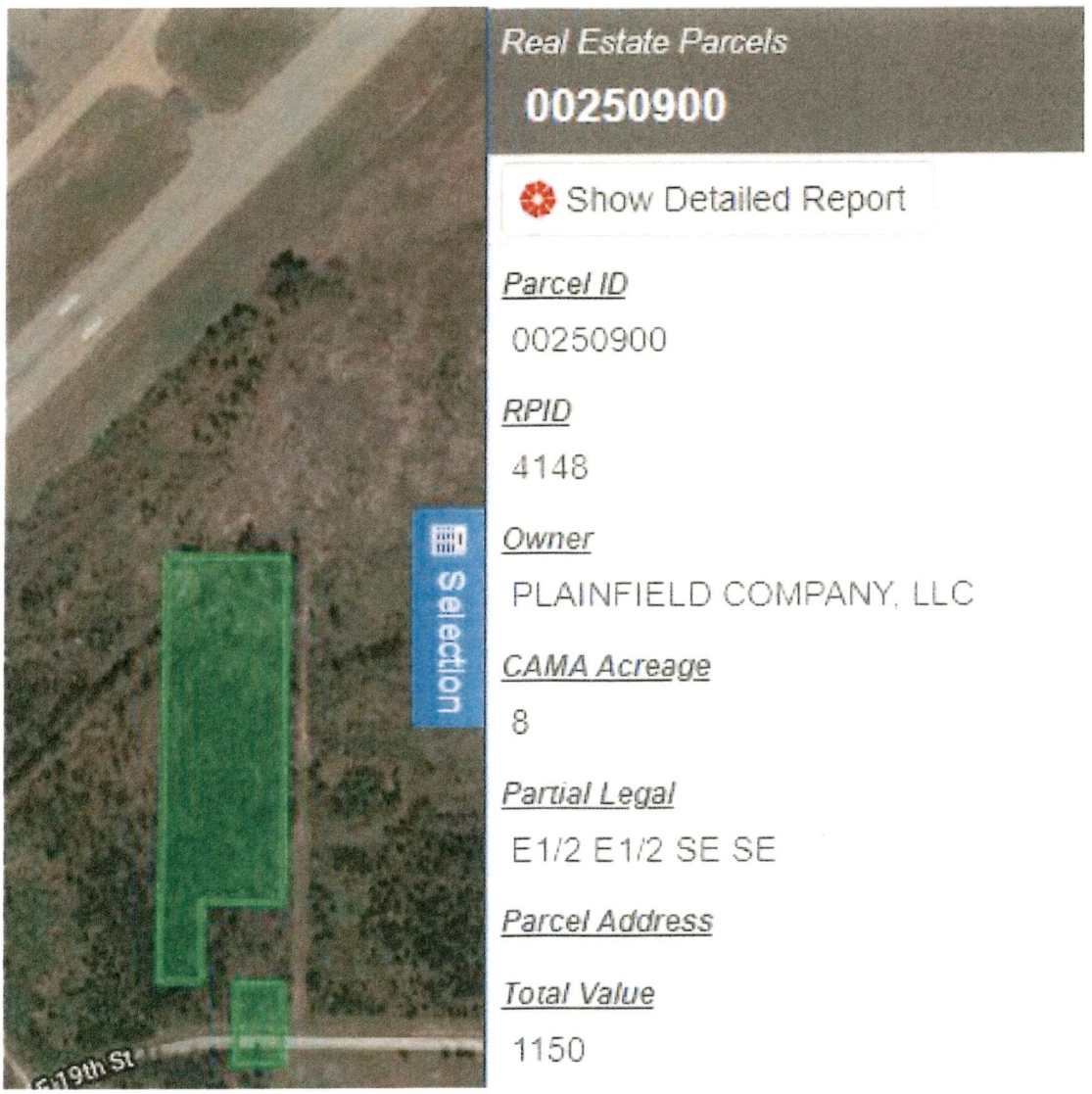
Paul Mehrlich, Director

ATTEST

David Baumgardner, Chairman

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

EXHIBIT A
Parcel 00250900



Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

REAL ESTATE SALES CONTRACT

This real estate sales contract is between the Plainfield Company LLC, a [STATE] limited liability company ("Seller") and Texarkana Regional Airport Authority ("Purchaser").

ARTICLE 1
PURCHASE AND SALE

1.01 Seller hereby sells and shall convey, and Purchaser hereby purchases and shall pay for, the tract of land located on 4200 East 19th Street, Texarkana, Miller County, Arkansas 71854 (E ½, E ½, SE, SE in S-16, T15S, R28W, containing approximately 7.64 acres, more or less) ("Property") and described with greater particularity in the legal description attached to this real estate sales contract as Exhibit "A" and incorporated by reference herein.

This sale and purchase includes all rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, rights-of-way, all and singular the rights, interests, benefits, privileges, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, including all sewer and waste water discharge capacity allocated or reserved thereto, all potable water capacity allocated or reserved thereto, all other utility rights associated or reserved thereto, all development rights with respect thereto, all air rights, all gas, oil, and mineral rights in and under the soil, and all rights to maintain, conserve, selectively cut, manage, sell, retain the proceeds from and regenerate the trees located on the Property.

ARTICLE 2
PURCHASE PRICE

Amount and Terms of Payment

2.01 The total purchase price for the Property is Eighty Thousand US Dollars ($80,000.00), payable by Purchaser to Seller as follows:

(a) Purchaser shall pay Two Thousand US Dollars ($2,000.00) in cash within three (3) business days of the execution of this real estate sales contract to Southwest Title Company, 4211 Jefferson Avenue, Texarkana, Arkansas ("Escrow Agent") as a deposit to be held in escrow by Escrow Agent in accordance with this real estate sales contract and applied to the purchase price at the close of escrow; and

(b) Purchaser shall pay the balance of the total purchase price in cash to Seller at the close of escrow.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Consequences of Default

2.02 If Purchaser defaults in the performance of this real estate sales contract, Purchaser will forfeit the deposit amounts described in Paragraph 2.01(a) to Seller. If this real estate sales contract is terminated, Seller will refund the deposit amounts described in Paragraph 2.01(a) to Purchaser as set forth in Paragraph 4.04.

ARTICLE 3
ESCROW

Opening of Escrow

3.01 Seller and Purchaser shall open an escrow account to consummate the sale of the Property pursuant to the terms of this real estate sales contract with the Escrow Agent. Seller and Purchaser shall open the escrow account within three (3) business days after the execution of this real estate sales contract. Seller and Purchaser shall also deposit with the Escrow Agent all instruments, documents, and other items required by the Escrow Agent to close the sale of the Property on the closing date.

Closing Date

3.02 The escrow will close thirty (30) days after the expiration of the period for due diligence inspections, or any extension thereof, as set forth in Paragraphs 5.01 and 5.02, respectively.

Prorations

3.03 General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, insurance premiums, and utility charges, if any, will be prorated between the parties as of the closing date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Each party shall pay their pro rata share of the expenses set forth in this Paragraph, except Seller shall pay all special taxes or assessments through the closing date.

Broker Commission

3.04 Purchaser agrees to pay and shall pay its broker a real estate broker's commission through a separate brokerage agreement.

Closing Costs

3.05 Normal closing costs, including any transfer taxes, the cost of preparing, executing, acknowledging, and recording the grant deed and all other instruments necessary to

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convey title to the Purchaser, escrow fees, and any similar closing costs will be divided equally between Seller and Purchaser. Seller and Purchaser shall pay their equal shares of these normal closing costs as those costs become payable.

Vesting of Title

3.06 Purchaser shall advise the Escrow Agent before the close of escrow of the manner in which title will vest.

ARTICLE 4
ADDITIONAL TERMS AND CONDITIONS

Preliminary Title Report

4.01 Within ten (10) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a preliminary title report from a title insurance company acceptable to Purchaser, accompanied by copies of all recorded documents relating to any easements, rights-of-way, liens or any other matters affecting the Property certified to a date after the execution of this real estate sales contract. Within ten (10) days after the Purchaser's receipt of the preliminary title report and related documents, Purchaser shall notify Seller in writing of any objection to any exception in the report. If the Purchaser makes a timely objection to any exception or encumbrance and the exception or encumbrance is not eliminated by Seller within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will be terminated. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of that exception or encumbrance. The exceptions appearing in the preliminary title report which are not objected to by Purchaser are hereinafter referred to as the "Permitted Exceptions".

Survey

4.02 Within twenty (20) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a boundary survey of the property (in a form acceptable to the Purchaser and Escrow Agent). Within ten (10) days after the Purchaser's receipt of the boundary survey, Purchaser shall notify Seller in writing of any objection to any matters addressed in that survey. If the Purchaser makes a timely objection to any matters addressed in or omitted from that survey and those matters are not corrected by Seller to the Purchaser's reasonable satisfaction within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will terminate. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of the survey.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Miscellaneous Conditions

4.03 The close of escrow, the Seller's obligation to convey the Property, and the Purchaser's obligation to purchase the Property pursuant to this real estate sales contract are subject to the satisfaction of the following conditions:

(a) The conveyance to Purchaser of good and marketable title to the Property, as evidenced by a current Owner's Title Policy updated through the date of Closing obtained by the Seller and provided to the Purchaser at Closing, at the Seller's expense, in the full amount of the purchase price, insuring that title to the Property is vested in Purchaser free and clear of all title defects, liens, encumbrances, conditions, restrictions, covenants, and other adverse interests of record or known to the Seller other than the Permitted Exceptions.

(b) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Federal Aviation Administration;

(c) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Texas;

(d) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Arkansas;

(e) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Board of the Texarkana Regional Airport Authority;

(f) The Property must appraise for an amount of money equal to or greater than the total purchase price set forth in Paragraph 2.01 of this real estate sales contract; and

(g) Seller's delivery of the Property to Purchaser immediately upon Closing in substantially the same condition as the Property was at the time of the execution of this real estate contract and without any material alterations between the execution of this real estate contract and Closing.

Failure of Condition and Seller's Breach of Warranty

4.04 If any of the conditions set forth in this real estate sales contract do not occur, or if Purchaser notifies Seller in writing before the close of the appropriate contingency period

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

of Seller's breach of any of Seller's warranties set forth in this real estate sales contract, then Purchaser may cancel the escrow, terminate this real estate sales contract, and recover any amount paid by Purchaser to the Escrow Agent toward the purchase price of the Property. The Purchaser shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to the Seller and the Escrow Agent within five (5) business days of the failure or breach. The exercise of this power will not constitute a waiver of any other rights that Purchaser may have against Seller for breach of this real estate sales contract. Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to refund to Purchaser all money and instruments deposited in escrow by Purchaser pursuant to this real estate sales contract on the failure of any condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction must be irrevocable.

Seller's Election to Remedy Defects; Purchaser's Remedies

4.05 Notwithstanding any provision of this real estate sales contract to the contrary, Seller has the right to remedy any violations of this real estate sales contract before the close of escrow. The right to remedy is subject to the following requirements and restrictions:

(a) Purchaser shall immediately notify Seller in writing of Purchaser's discovery, before the close of escrow, of a violation of any provisions of this real estate sales contract (for purposes of this Paragraph any such violation is described as a "defect");

(b) If Purchaser fails to give notice, Purchaser waives the defect and the defect will not be a violation of this real estate sales contract. If Purchaser gives notice, Seller may elect to remedy the defect by giving Purchaser written notice of this election within five (5) business days of receiving Purchaser's notice. Seller's notice of election to remedy must specify the number of days, if any, up to a maximum of thirty (30) days, that the close of escrow will be postponed so that Seller may remedy the defect. If Seller fails to provide a timely notice of election or fails to remedy the defect before the close of escrow, including any extensions of escrow pursuant to this Paragraph, then Purchaser may elect to do either of the following: (i) terminate this real estate sales contract without any liability on the part of either party; (ii) purchase the Property without a reduction in the purchase price and without any liability for the unremedied defect or defects on the part of the Seller; or (c) postpone the closing while seeking to enforce this real estate sales contract by specific performance.

(c) Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to immediately refund to Purchaser all money and to return any instruments deposited in escrow by Purchaser pursuant

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to this real estate sales contract on termination of this contract under this subparagraph, and on receipt of notice of that termination from Purchaser.

ARTICLE 5
RIGHTS AND ADDITIONAL WARRANTIES

Right of Purchaser to Inspect Property

5.01 Purchaser will have sixty (60) days ("Inspection Period") from the execution of this real estate sales contract to complete all due diligence inspections, including inspection or review of utility locations, the Property's title, property tax statements, P&L statements, hazardous waste studies, and any similar inspections or reviews. Prior to the conclusion of this sixty-day period, Purchaser shall notify Seller in writing of any objection to any matters addressed in those due diligence inspections. If the Purchaser makes a timely objection to any matters presented by those due diligence inspections and those matters are not corrected to the Purchaser's reasonable satisfaction as soon as reasonable practicable after the Seller's receipt of the objection, Purchaser may terminate this real estate sales contract pursuant to Paragraph 4.04. The Purchaser's failure to object pursuant to this Paragraph will be deemed an acceptance of all matters presented by any due diligence inspections conducted.

Extension of Inspection Period

5.02 Purchaser may extend the Inspection Period by an additional sixty (60) days (for a total inspection period of one hundred twenty (120) days). To extend the Inspection Period, Purchaser must provide written notice to Seller and Escrow Agent of Purchaser's election to extend the Inspection Period before the end of the initial sixty (60) days of the Inspection Period.

Right of Purchaser to Enter Property

5.03 Seller grants to Purchaser, or Purchaser's agents, the right, at any time and from time to time after the opening of the escrow for this transaction, to enter onto the Property to conduct tests or investigations, provided that:

(a) The tests or investigations conducted are at the sole cost and expense of the Purchaser (unless otherwise specified in this real estate sales contract);

(b) The acts do not unreasonably interfere with the Seller's possession;

(c) The Purchaser shall indemnify and hold Seller harmless from any costs and liabilities resulting from the tests or investigations and, if the escrow is canceled for a reason that is not the fault of the Seller, for any damage to the Property resulting from the tests or investigations; and

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(d) Purchaser shall give Seller written notice of the intention to enter one (1) business day before the date of the planned entry.

Additional Warranties of Seller

5.04 Seller warrants that:

(a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights-of-way of any nature, not disclosed by the public record and subject only to the Permitted Exceptions;

(b) There is no pending litigation or administrative proceeding involving the Seller or the Property and to the best of Seller's knowledge, none is threatened;

(c) Seller is not in default under any contract, note, or encumbrance relating to the Property;

(d) Seller has not received any notice of default and is not in default under any law or ordinance, or under any order of any court or federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits or proceedings pending or threatened against or affecting the Seller, at law or equity or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located, that might result in any material adverse change in the financial condition or business of the Seller or that would bring into question the validity or propriety of this real estate sales contract or of any action taken or to be taken in accordance with or in connection with this contract;

(e) Seller, from the inception of operation at the site, has been and is in compliance with the terms, conditions, and requirements of all licenses, permits, and authorizations it holds and the laws, ordinances, and regulations pursuant to which such licenses, permits, and authorizations are granted; and

(f) The Property does not contain or require investigation or remeditation of hazardous substances under any federal, state, or local statute, regulation, or order. Seller has no knowledge of any hazardous substances now or heretofore being located on the Property.

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Survival of Warranties

5.05 All warranties, covenants, and other obligations described in this Article and elsewhere in this real estate sales contract will survive delivery of the deed for a period of one year following the close of escrow.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Risk of Loss

6.01 The parties agree that the following provisions govern the risk of loss:

(a) If, before Seller transfers legal title or possession of the Property to Purchaser, all or a material part of the Property is destroyed without the fault of the Purchaser, or is taken by eminent domain by any government entity, Purchaser will be entitled to recover any portion of the purchase price Purchaser has paid, and Seller will not have the right to enforce this real estate sales contract;

(b) If, after Seller transfers legal title or possession of the Property to the Purchaser, all or any part of the Property is destroyed without fault of the Seller, or is taken by eminent domain by any governmental entity, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract to pay the full price for the Property, nor is Purchaser entitled to recover any portion of the purchase price that Purchaser has paid; and

(c) If, at any time prior to the close of escrow, damage, destruction, or condemnation occurs and the loss is not covered by subparagraphs (a) or (b) of this Paragraph, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract, but will be entitled to offset the cost of repair or replacement against the purchase price of the Property.

Insurance

6.02 Subject to Seller's obligations set forth in Paragraph 4.03(a), Seller may cancel all policies of insurance Seller has purchased for the Property as of the close of escrow. Purchaser is responsible for obtaining insurance on the Property as of the close of escrow.

Acceptance

6.03 In the event this real estate sales contract is not executed by Seller within five (5) business days from the date this real estate contract is provided to the Seller for execution (as indicated by the Purchaser's date of execution), this real estate sales contract will become null and void and of no further force or effect.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Assignment

6.04 Purchaser may not otherwise assign this real estate sales contract without Seller's prior written consent. A valid assignment of this real estate sales contract will not relieve the Purchaser of any of its obligations set forth in this real estate sales contract.

Time of Essence

6.05 Time is of the essence for this real estate sales contract.

Notices

6.06 Any notice, tender, delivery, or other communication pursuant to this real estate sales contract must be in writing and delivered by personal delivery, mail, facsimile, or other electronic means with verified receipt to the following persons:

(a) If to Purchaser: Texarkana Regional Airport Authority, c/o Ferdinand Paul Mehrlich, III C.M. ACE, Executive Director, 201 Airport Drive, Texarkana, TX-AR 71854; and

(b) If to Seller: Plainfield Company LLC, [ADDRESS].

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Paragraph.

If sent by mail, any notice, delivery, or other communication is effectively delivered once deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

Entire Agreement

6.07 This real estate sales contract constitutes the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this real estate sales contract are of no force and effect. Any amendment to this real estate sales contract will have no force and effect unless it is in writing and signed by the Purchaser and Seller.

Attorney's Fees

6.08 If any action, proceeding, or arbitration arising out of or relating to this real estate sales contract is commenced by either party to this contract or by the Escrow Agent, then as between the Purchaser and the Seller, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable

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attorney's fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

Binding Effect

6.09 This real estate sales contract is binding upon and will inure to the benefit of the parties to this contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this contract.

Governing Law

6.10 The parties agree that the laws of the State of Arkansas govern any construction or interpretation of the provisions of this real estate sales contract.

Choice of Venue

6.11 The parties agree that any dispute arising under or in connection with this real estate sales contract is subject to the exclusive jurisdiction of the state courts located in Miller County, Arkansas. The parties consent to jurisdiction and venue before the state courts located in Miller County, Arkansas.

Waiver

6.12 The waiver by any party to this real estate sales contract of a breach of any provision of this contract is not a continuing waiver or a waiver of any subsequent breach of that or any other duty provision of this contract.

Severability

6.13 In the event any provision in this real estate sales contract is held invalid or otherwise unenforceable, the remaining provisions of this agreement will remain in effect, as if the invalid or enforceable provision had never been included.

[REMAINDER OF PAGE LEFT PURPOSEFULLY BLANK]

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Counterparts

6.14 This real estate sales contract may be executed in counterparts (each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement). This real estate sales contract will be become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

R. Ross Smith, as Owner of the Plainfield Company LLC, Seller

5-13-22
Date

Ferdinand Paul Mehrlich, III C.M. ACE, as Executive Director of the Texarkana Regional Airport Authority, Purchaser

Date

[SIGNATURE PAGE]

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

REAL ESTATE SALES CONTRACT

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Closing Date

3.02 The escrow will close thirty (30) days after the expiration of the period for due diligence inspections, or any extension thereof, as set forth in Paragraphs 5.01 and 5.02, respectively.

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3.03 General real estate taxes for the current year relating to the Property, interest on any existing indebtedness, insurance premiums, and utility charges, if any, will be prorated between the parties as of the closing date and will be adjusted in cash at the closing. If the closing occurs before the tax rate is fixed for the current year, the apportionment of taxes will be on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Each party shall pay their pro rata share of the expenses set forth in this Paragraph, except Seller shall pay all special taxes or assessments through the closing date.

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convey title to the Purchaser, escrow fees, and any similar closing costs will be divided equally between Seller and Purchaser. Seller and Purchaser shall pay their equal shares of these normal closing costs as those costs become payable.

Vesting of Title

3.06 Purchaser shall advise the Escrow Agent before the close of escrow of the manner in which title will vest.

ARTICLE 4
ADDITIONAL TERMS AND CONDITIONS

Preliminary Title Report

4.01 Within ten (10) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a preliminary title report from a title insurance company acceptable to Purchaser, accompanied by copies of all recorded documents relating to any easements, rights-of-way, liens or any other matters affecting the Property certified to a date after the execution of this real estate sales contract. Within ten (10) days after the Purchaser's receipt of the preliminary title report and related documents, Purchaser shall notify Seller in writing of any objection to any exception in the report. If the Purchaser makes a timely objection to any exception or encumbrance and the exception or encumbrance is not eliminated by Seller within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will be terminated. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of that exception or encumbrance. The exceptions appearing in the preliminary title report which are not objected to by Purchaser are hereinafter referred to as the "Permitted Exceptions".

Survey

4.02 Within twenty (20) days after the execution of this real estate sales contract, Seller shall obtain and provide to Purchaser, at Seller's expense, a boundary survey of the property (in a form acceptable to the Purchaser and Escrow Agent). Within ten (10) days after the Purchaser's receipt of the boundary survey, Purchaser shall notify Seller in writing of any objection to any matters addressed in that survey. If the Purchaser makes a timely objection to any matters addressed in or omitted from that survey and those matters are not corrected by Seller to the Purchaser's reasonable satisfaction within ten (10) days after the Seller's receipt of the objection, at Purchaser's election this real estate sales contract will terminate. The Purchaser's failure to object pursuant to this Paragraph will be deemed an approval by Purchaser of the survey.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Miscellaneous Conditions

4.03 The close of escrow, the Seller's obligation to convey the Property, and the Purchaser's obligation to purchase the Property pursuant to this real estate sales contract are subject to the satisfaction of the following conditions:

(a) The conveyance to Purchaser of good and marketable title to the Property, as evidenced by a current Owner's Title Policy updated through the date of Closing obtained by the Seller and provided to the Purchaser at Closing, at the Seller's expense, in the full amount of the purchase price, insuring that title to the Property is vested in Purchaser free and clear of all title defects, liens, encumbrances, conditions, restrictions, covenants, and other adverse interests of record or known to the Seller other than the Permitted Exceptions.

(b) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Federal Aviation Administration;

(c) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Texas;

(d) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the City of Texarkana, Arkansas;

(e) Purchaser obtaining prior to expiration of the Inspection Period set forth in Paragraph 5.01 the approval of the transaction contemplated by this real estate sales contract from the Board of the Texarkana Regional Airport Authority;

(f) The Property must appraise for an amount of money equal to or greater than the total purchase price set forth in Paragraph 2.01 of this real estate sales contract; and

(g) Seller's delivery of the Property to Purchaser immediately upon Closing in substantially the same condition as the Property was at the time of the execution of this real estate contract and without any material alterations between the execution of this real estate contract and Closing.

Failure of Condition and Seller's Breach of Warranty

4.04 If any of the conditions set forth in this real estate sales contract do not occur, or if Purchaser notifies Seller in writing before the close of the appropriate contingency period

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

of Seller's breach of any of Seller's warranties set forth in this real estate sales contract, then Purchaser may cancel the escrow, terminate this real estate sales contract, and recover any amount paid by Purchaser to the Escrow Agent toward the purchase price of the Property. The Purchaser shall exercise this power to terminate by complying with any applicable notice requirements specified in the relevant condition and, in all other cases, by providing written notice to the Seller and the Escrow Agent within five (5) business days of the failure or breach. The exercise of this power will not constitute a waiver of any other rights that Purchaser may have against Seller for breach of this real estate sales contract. Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to refund to Purchaser all money and instruments deposited in escrow by Purchaser pursuant to this real estate sales contract on the failure of any condition or conditions or breach of a warranty or warranties and receipt of a termination notice. This instruction must be irrevocable.

Seller's Election to Remedy Defects; Purchaser's Remedies

4.05 Notwithstanding any provision of this real estate sales contract to the contrary, Seller has the right to remedy any violations of this real estate sales contract before the close of escrow. The right to remedy is subject to the following requirements and restrictions:

(a) Purchaser shall immediately notify Seller in writing of Purchaser's discovery, before the close of escrow, of a violation of any provisions of this real estate sales contract (for purposes of this Paragraph any such violation is described as a "defect");

(b) If Purchaser fails to give notice, Purchaser waives the defect and the defect will not be a violation of this real estate sales contract. If Purchaser gives notice, Seller may elect to remedy the defect by giving Purchaser written notice of this election within five (5) business days of receiving Purchaser's notice. Seller's notice of election to remedy must specify the number of days, if any, up to a maximum of thirty (30) days, that the close of escrow will be postponed so that Seller may remedy the defect. If Seller fails to provide a timely notice of election or fails to remedy the defect before the close of escrow, including any extensions of escrow pursuant to this Paragraph, then Purchaser may elect to do either of the following: (i) terminate this real estate sales contract without any liability on the part of either party; (ii) purchase the Property without a reduction in the purchase price and without any liability for the unremedied defect or defects on the part of the Seller; or (c) postpone the closing while seeking to enforce this real estate sales contract by specific performance.

(c) Seller shall instruct the Escrow Agent, in the escrow instructions delivered pursuant to Paragraph 3.01, to immediately refund to Purchaser all money and to return any instruments deposited in escrow by Purchaser pursuant

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

to this real estate sales contract on termination of this contract under this subparagraph, and on receipt of notice of that termination from Purchaser.

ARTICLE 5
RIGHTS AND ADDITIONAL WARRANTIES

Right of Purchaser to Inspect Property

5.01 Purchaser will have sixty (60) days ("Inspection Period") from the execution of this real estate sales contract to complete all due diligence inspections, including inspection or review of utility locations, the Property's title, property tax statements, P&L statements, hazardous waste studies, and any similar inspections or reviews. Prior to the conclusion of this sixty-day period, Purchaser shall notify Seller in writing of any objection to any matters addressed in those due diligence inspections. If the Purchaser makes a timely objection to any matters presented by those due diligence inspections and those matters are not corrected to the Purchaser's reasonable satisfaction as soon as reasonable practicable after the Seller's receipt of the objection, Purchaser may terminate this real estate sales contract pursuant to Paragraph 4.04. The Purchaser's failure to object pursuant to this Paragraph will be deemed an acceptance of all matters presented by any due diligence inspections conducted.

Extension of Inspection Period

5.02 Purchaser may extend the Inspection Period by an additional sixty (60) days (for a total inspection period of one hundred twenty (120) days). To extend the Inspection Period, Purchaser must provide written notice to Seller and Escrow Agent of Purchaser's election to extend the Inspection Period before the end of the initial sixty (60) days of the Inspection Period.

Right of Purchaser to Enter Property

5.03 Seller grants to Purchaser, or Purchaser's agents, the right, at any time and from time to time after the opening of the escrow for this transaction, to enter onto the Property to conduct tests or investigations, provided that:

(a) The tests or investigations conducted are at the sole cost and expense of the Purchaser (unless otherwise specified in this real estate sales contract);

(b) The acts do not unreasonably interfere with the Seller's possession;

(c) The Purchaser shall indemnify and hold Seller harmless from any costs and liabilities resulting from the tests or investigations and, if the escrow is canceled for a reason that is not the fault of the Seller, for any damage to the Property resulting from the tests or investigations; and

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

(d) Purchaser shall give Seller written notice of the intention to enter one (1) business day before the date of the planned entry.

Additional Warranties of Seller

5.04 Seller warrants that:

(a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, encroachments by improvements on the Property onto adjacent properties, and rights-of-way of any nature, not disclosed by the public record and subject only to the Permitted Exceptions;

(b) There is no pending litigation or administrative proceeding involving the Seller or the Property and to the best of Seller's knowledge, none is threatened;

(c) Seller is not in default under any contract, note, or encumbrance relating to the Property;

(d) Seller has not received any notice of default and is not in default under any law or ordinance, or under any order of any court or federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located; its operations are in compliance with all applicable laws, permits, and ordinances, and there are no claims, actions, suits or proceedings pending or threatened against or affecting the Seller, at law or equity or before or by any federal, state, municipal, or other governmental department, commission, board, bureau, agency, or instrumentality, wherever located, that might result in any material adverse change in the financial condition or business of the Seller or that would bring into question the validity or propriety of this real estate sales contract or of any action taken or to be taken in accordance with or in connection with this contract;

(e) Seller, from the inception of operation at the site, has been and is in compliance with the terms, conditions, and requirements of all licenses, permits, and authorizations it holds and the laws, ordinances, and regulations pursuant to which such licenses, permits, and authorizations are granted; and

(f) The Property does not contain or require investigation or remeditation of hazardous substances under any federal, state, or local statute, regulation, or order. Seller has no knowledge of any hazardous substances now or heretofore being located on the Property.

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Survival of Warranties

5.05 All warranties, covenants, and other obligations described in this Article and elsewhere in this real estate sales contract will survive delivery of the deed for a period of one year following the close of escrow.

ARTICLE 6
MISCELLANEOUS PROVISIONS

Risk of Loss

6.01 The parties agree that the following provisions govern the risk of loss:

(a) If, before Seller transfers legal title or possession of the Property to Purchaser, all or a material part of the Property is destroyed without the fault of the Purchaser, or is taken by eminent domain by any government entity, Purchaser will be entitled to recover any portion of the purchase price Purchaser has paid, and Seller will not have the right to enforce this real estate sales contract;

(b) If, after Seller transfers legal title or possession of the Property to the Purchaser, all or any part of the Property is destroyed without fault of the Seller, or is taken by eminent domain by any governmental entity, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract to pay the full price for the Property, nor is Purchaser entitled to recover any portion of the purchase price that Purchaser has paid; and

(c) If, at any time prior to the close of escrow, damage, destruction, or condemnation occurs and the loss is not covered by subparagraphs (a) or (b) of this Paragraph, Purchaser will not be relieved of Purchaser's obligation under this real estate sales contract, but will be entitled to offset the cost of repair or replacement against the purchase price of the Property.

Insurance

6.02 Subject to Seller's obligations set forth in Paragraph 4.03(a), Seller may cancel all policies of insurance Seller has purchased for the Property as of the close of escrow. Purchaser is responsible for obtaining insurance on the Property as of the close of escrow.

Acceptance

6.03 In the event this real estate sales contract is not executed by Seller within five (5) business days from the date this real estate contract is provided to the Seller for execution (as indicated by the Purchaser's date of execution), this real estate sales contract will become null and void and of no further force or effect.

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Assignment

6.04 Purchaser may not otherwise assign this real estate sales contract without Seller's prior written consent. A valid assignment of this real estate sales contract will not relieve the Purchaser of any of its obligations set forth in this real estate sales contract.

Time of Essence

6.05 Time is of the essence for this real estate sales contract.

Notices

6.06 Any notice, tender, delivery, or other communication pursuant to this real estate sales contract must be in writing and delivered by personal delivery, mail, facsimile, or other electronic means with verified receipt to the following persons:

(a) If to Purchaser: Texarkana Regional Airport Authority, c/o Ferdinand Paul Mehrlich, III C.M. ACE, Executive Director, 201 Airport Drive, Texarkana, TX-AR 71854; and

(b) If to Seller: Plainfield Company LLC, [ADDRESS].

Either party may change that party's address for these purposes by giving written notice of the change to the other party in the manner provided in this Paragraph.

If sent by mail, any notice, delivery, or other communication is effectively delivered once deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above.

Entire Agreement

6.07 This real estate sales contract constitutes the entire agreement between the parties relating to the sale of the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth in this real estate sales contract are of no force and effect. Any amendment to this real estate sales contract will have no force and effect unless it is in writing and signed by the Purchaser and Seller.

Attorney's Fees

6.08 If any action, proceeding, or arbitration arising out of or relating to this real estate sales contract is commenced by either party to this contract or by the Escrow Agent, then as between the Purchaser and the Seller, the prevailing party will be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

attorney's fees, costs, and expenses incurred in the action, proceeding, or arbitration by the prevailing party.

Binding Effect

6.09 This real estate sales contract is binding upon and will inure to the benefit of the parties to this contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this contract.

Governing Law

6.10 The parties agree that the laws of the State of Arkansas govern any construction or interpretation of the provisions of this real estate sales contract.

Choice of Venue

6.11 The parties agree that any dispute arising under or in connection with this real estate sales contract is subject to the exclusive jurisdiction of the state courts located in Miller County, Arkansas. The parties consent to jurisdiction and venue before the state courts located in Miller County, Arkansas.

Waiver

6.12 The waiver by any party to this real estate sales contract of a breach of any provision of this contract is not a continuing waiver or a waiver of any subsequent breach of that or any other duty provision of this contract.

Severability

6.13 In the event any provision in this real estate sales contract is held invalid or otherwise unenforceable, the remaining provisions of this agreement will remain in effect, as if the invalid or enforceable provision had never been included.

[REMAINDER OF PAGE LEFT PURPOSEFULLY BLANK]

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

Counterparts

6.14 This real estate sales contract may be executed in counterparts (each of which will be deemed to be an original but all of which taken together will constitute one and the same agreement). This real estate sales contract will be become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

R. Ross Smith, as Owner of the Plainfield Company LLC, Seller

5-13-22
Date

Ferdinand Paul Mehrlich, III C.M. ACE, as Executive Director of the Texarkana Regional Airport Authority, Purchaser

Date

[SIGNATURE PAGE]

Attachment: 2022-055 RES Airport Land Purch. (8ac) signed (3706 : 2022-055 RES Airport Land Purchase (8ac))

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/9/2022 2:15 PM

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

Subject: Resolution No. 2022-056 authorizing the City Manager to enter into a contract for the Looping Dead-end Water Mains Phase III project in an amount not to exceed $817,912.29, with funds currently budgeted in the Texas Capital Improvement Fund in the Texarkana Water Utilities 2021-22 budget.

Briefing: 6/13/2022 **Public Hearing:** **Council Vote:** 6/13/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, May 10, 2022 for the Looping Dead End Water Mains Phase III project. Three (3) contractors picked up bid packages for the project and one (1) contractor bid on the project. Kampco, Inc. of Texarkana, Arkansas, was the apparent low bidder with a bid of $817,912.29. This project is the third phase of a multi-phase project to eliminate as many dead-end mains as financially feasible. This third phase consists of installing approximately 254 linear feet of eight-inch (8”) water mains, 6,400 linear feet of six-inch (6”) water mains, 321 linear feet of three-inch (3”) water mains, tapping sleeves, gate valves, and fire hydrants. This project will eliminate 22 dead ends which will improve the quality of the water as well as eliminate the need to flush these dead ends monthly as required by TCEQ. This Phase III and the previous Phase I looping projects combined will save approximately $228,000 per year in flushing costs.

Potential Options:

- None

Fiscal Implications:

Funds for the project are reserved 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

a. 2022-056 RES Looping Dead-End Water Mains Phase III (DOCX)
b. 2022-056 ATTH 01 Bid Summary (DOCX)
c. 2022-056 ATTH 02 Bid Tab (XLSX)
d. 2022-056 Goals and Perspectives (DOCX)
e. 2022-056 RES Looping Dead-end Water Mains (Ph III) signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	06/01/2022 11:01 AM
TWU Finance	Tricia Briggs	Review	Completed	06/01/2022 11:38 AM
City Manager	David Orr	City Manager Review	Completed	06/01/2022 12:25 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-056

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 KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $817,912.29 FOR THE LOOPING DEAD END WATER MAINS PHASE III PROJECT; AND ESTABLISING AN EFFECTIVE DATE.

WHEREAS, on May 10, 2022, one (1) bid was received, attached hereto as **ATTH 01**, by Texarkana Water Utilities for the Looping Dead-End Water Mains Phase III Project; and

WHEREAS, the project will consist of installing approximately 254 linear feet of eight-inch (8") water mains, 6,400 linear feet of six-inch (6") water mains, 321 linear feet of three-inch (3") water mains, tapping sleeves, gate valves, fire hydrants, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of the bid tab which is attached hereto as **ATTH 02** in an amount not to exceed $817,912.29; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2021-2022 budget in the Texas Capital Improvement Fund are available in the amount of $950,000.

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

SECTION 1: The lowest and best bid by a responsible vendor, submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02**, be and is hereby approved in an amount not to exceed $817,912.29 for the installation of water mains and related appurtenances for the Looping Dead-End Water Mains Phase III Project.

SECTION 2: The City Manager be and is hereby authorized to contract with Kampco, Inc. of Texarkana, Arkansas, for the above described services.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-056 RES Looping Dead-End Water Mains Phase III (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

Bid Summary

Looping Dead-End Water Mains
Phase III

2:00 P.M. Tuesday, May 10, 2022

		Base Bid
1.	**RBIS, LLC** **Texarkana, Texas**	**NO BID**
2.	**Kampco, Inc.** **Texarkana, Arkansas**	**$ 817,912.29**
3.	**Stone Construction** **Texarkana, Texas**	**NO BID**

Time First Bid Opened: **2:00 P.M**

Number of Bidders: **1**

Apparent Low Bidder: **Kampco, Inc.**

Attachment: 2022-056 ATTH 01 Bid Summary (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

Bid Tabulation
LOOPING DEAD END WATER MAINS PHASE III

Project No. 62-000-135111-T122023
MAY 10, 2022

BASE BID: 2022-056 ATTH 02

				Kampco, Inc.		RBIS, LLC		STONE CONSTRUCTION	
				Texarkana, AR		Texarkana, TX		Texarkana, TX	
Item	Quantity	Unit	Description	Unit Price	Total Bid				
1	1	LS	Mobilization, Bonds, & Submittals	$25,288.00	$25,288.00	NO	BID	NO	BID
2	6073.25	LF	6" PVC C-900 Water Pipe by Open Cut	$49.23	$298,986.10				
3	194	LF	6" PVC C-900 Water Pipe by Bore	$101.31	$19,654.14				
4	115	LF	6" PVC Certa-Lok Water Pipe by Bore	$173.87	$19,995.05				
5	254	LF	8" PVC C-900 Water Pipe by Open Cut	$65.50	$16,637.00				
6	321	LF	3" PVC C-900 Water Pipe by Open Cut	$36.00	$11,556.00				
7	8	EA	6" X6" Tapping Sleeve and Valve	$3,673.00	$29,384.00				
8	1	EA	4" X 6" Tapping Sleeve and Valve	$3,125.00	$3,125.00				
9	1	EA	4" X4" Tapping Sleeve and Valve	$3,100.00	$3,100.00				
10	3	EA	3" X 3" Tapping Sleeve and Valve	$3,187.00	$9,561.00				
11	1	EA	8" X 6" Tapping Sleeve and Valve	$3,618.00	$3,618.00				
12	1	EA	8" X 8" Tapping Sleeve and Valve	$5,883.00	$5,883.00				
13	1	EA	12" X 8" Tapping Sleeve and Valve	$6,308.00	$6,308.00				
14	2	EA	8" Gate Valve	$2,988.00	$5,976.00				
15	28	EA	6" Gate Valve	$2,079.00	$58,212.00				
16	2	EA	3" Gate Valve	$1,755.00	$3,510.00				
17	8	EA	5/8" Long Service Water Meter	$2,710.00	$21,680.00				
18	1	EA	1.5" Long Service Water Meter	$5,435.00	$5,435.00				
19	10	EA	5/8" Short Service Water Meter	$1,876.00	$18,760.00				
20	16	EA	Remove Existing Water Meter Boxes and Assemblies	$965.00	$15,440.00				
21	18	EA	New Fire Hydrant and Assembly	$6,787.00	$122,166.00				
22	2	EA	Remove Existing Fire Hydrant and Assemblies	$1,448.00	$2,896.00				
23	8	EA	Remove Existing Blow-off	$965.00	$7,720.00				
24	1	LS	Clean and Test Wate Mains	$7,570.00	$7,570.00				
25	2	EA	Cut, Plug and Abandon 2" Water Main	$2,897.00	$5,794.00				
26	1	EA	Cut, Plug and Abandon 6" Water Main	$3,053.00	$3,053.00				
27	1	EA	Cut, Plug and Abandon 4" Water Main	$3,010.00	$3,010.00				
28	2	EA	Cut, Plug and Abandon 3" Water Main	$2,996.00	$5,992.00				
29	1	LS	Trench Protection	$7,240.00	$7,240.00				
30	1	LS	Traffic Control, Signage and Barricades	$965.00	$965.00				
31	12	EA	Connect New 6" Water Main to Existing 6" Water Main	$1,772.00	$21,264.00				
32	2	EA	Connect New 3" Water Main to Existing 3" Water Main	$1,655.00	$3,310.00				
33	3	EA	Connect New 8" Water Main to Existing 8" Water Main	$2,395.00	$7,185.00				
34	2	EA	Connect New 6" Water Main to Existing 4" Water Main	$1,965.00	$3,930.00				
35	6	EA	Connect New 6" Water Main to Existing 3" Water Main	$1,910.00	$11,460.00				
36	2	EA	Connect New 6" Water Main to Existing 2" Water Main	$1,895.00	$3,790.00				
37	2	EA	Connect New 6" Water Main to Existing 8" Water Main	$3,561.00	$7,122.00				
38	1	EA	Connect New 8" Water Main to Existing 12" Water Main	$7,052.00	$7,052.00				
39	1	LS	Braodcast Seed Affected Areas	$4,285.00	$4,285.00				
			TOTAL BASE BID		**$817,912.29**		**$0.00**		**$0.00**

Prepared by Kenneth L. Icenhower, P.E.
Certified Correct

_____
Kenneth L. Icenhower, Design Engineer, TWU

Attachment: 2022-056 ATTH 02 Bid Tab (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-056 Goals and Perspectives (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

RESOLUTION NO. 2022-056

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 KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $817,912.29 FOR THE LOOPING DEAD END WATER MAINS PHASE III PROJECT; AND ESTABLISING AN EFFECTIVE DATE.

WHEREAS, on May 10, 2022, one (1) bid was received, attached hereto as **ATTH 01**, by Texarkana Water Utilities for the Looping Dead-End Water Mains Phase III Project; and

WHEREAS, the project will consist of installing approximately 254 linear feet of eight-inch (8") water mains, 6,400 linear feet of six-inch (6") water mains, 321 linear feet of three-inch (3") water mains, tapping sleeves, gate valves, fire hydrants, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of the bid tab which is attached hereto as **ATTH 02** in an amount not to exceed $817,912.29; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2021-2022 budget in the Texas Capital Improvement Fund are available in the amount of $950,000.

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

SECTION 1: The lowest and best bid by a responsible vendor, submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02**, be and is hereby approved in an amount not to exceed $817,912.29 for the installation of water mains and related appurtenances for the Looping Dead-End Water Mains Phase III Project.

SECTION 2: The City Manager be and is hereby authorized to contract with Kampco, Inc. of Texarkana, Arkansas, for the above described services.

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

PASSED AND APPROVED in Regular Council Session on this the **13th day of June, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

7:00 p.m.

Attachment: 2022-056 RES Looping Dead-end Water Mains (Ph III) signed (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

Bid Summary

Looping Dead-End Water Mains
Phase III

2:00 P.M. Tuesday, May 10, 2022

		Base Bid
1.	RBIS, LLC Texarkana, Texas	NO BID
2.	Kampco, Inc. Texarkana, Arkansas	$ 817,912.29
3.	Stone Construction Texarkana, Texas	NO BID

Time First Bid Opened: 2:00 P.M

Number of Bidders: 1

Apparent Low Bidder: Kampco, Inc.

Attachment: 2022-056 RES Looping Dead-end Water Mains (Ph III) signed (3707 : 2022-056 RES Looping Dead-End Water Mains Phase III)

Bid Tabulation
LOOPING DEAD END WATER MAINS PHASE III

Project No. 62-000-135111-T122023
MAY 10, 2022

BASE BID: 2022-056 ATTH 02

				Kampco, Inc.		RBIS, LLC		STONE CONSTRUCTION	
				Texarkana, AR		Texarkana, TX		Texarkana, TX	
Item	Quantity	Unit	Description	Unit Price	Total Bid				
1	1	LS	Mobilization, Bonds, & Submittals	$25,288.00	$25,288.00	NO	BID	NO	BID
2	6073.25	LF	6" PVC C-900 Water Pipe by Open Cut	$49.23	$298,986.10				
3	194	LF	6" PVC C-900 Water Pipe by Bore	$101.31	$19,654.14				
4	115	LF	6" PVC Certa-Lok Water Pipe by Bore	$173.87	$19,995.05				
5	254	LF	8" PVC C-900 Water Pipe by Open Cut	$65.50	$16,637.00				
6	321	LF	3" PVC C-900 Water Pipe by Open Cut	$36.00	$11,556.00				
7	8	EA	6" X6" Tapping Sleeve and Valve	$3,673.00	$29,384.00				
8	1	EA	4" X 6" Tapping Sleeve and Valve	$3,125.00	$3,125.00				
9	1	EA	4" X4" Tapping Sleeve and Valve	$3,100.00	$3,100.00				
10	3	EA	3" X 3" Tapping Sleeve and Valve	$3,187.00	$9,561.00				
11	1	EA	8" X 6" Tapping Sleeve and Valve	$3,618.00	$3,618.00				
12	1	EA	8" X 8" Tapping Sleeve and Valve	$5,883.00	$5,883.00				
13	1	EA	12" X 8" Tapping Sleeve and Valve	$6,308.00	$6,308.00				
14	2	EA	8" Gate Valve	$2,988.00	$5,976.00				
15	28	EA	6" Gate Valve	$2,079.00	$58,212.00				
16	2	EA	3" Gate Valve	$1,755.00	$3,510.00				
17	8	EA	5/8" Long Service Water Meter	$2,710.00	$21,680.00				
18	1	EA	1.5" Long Service Water Meter	$5,435.00	$5,435.00				
19	10	EA	5/8" Short Service Water Meter	$1,876.00	$18,760.00				
20	16	EA	Remove Existing Water Meter Boxes and Assemblies	$965.00	$15,440.00				
21	18	EA	New Fire Hydrant and Assembly	$6,787.00	$122,166.00				
22	2	EA	Remove Existing Fire Hydrant and Assemblies	$1,448.00	$2,896.00				
23	8	EA	Remove Existing Blow-off	$965.00	$7,720.00				
24	1	LS	Clean and Test Wate Mains	$7,570.00	$7,570.00				
25	2	EA	Cut, Plug and Abandon 2" Water Main	$2,897.00	$5,794.00				
26	1	EA	Cut, Plug and Abandon 6" Water Main	$3,053.00	$3,053.00				
27	1	EA	Cut, Plug and Abandon 4" Water Main	$3,010.00	$3,010.00				
28	2	EA	Cut, Plug and Abandon 3" Water Main	$2,996.00	$5,992.00				
29	1	LS	Trench Protection	$7,240.00	$7,240.00				
30	1	LS	Traffic Control, Signage and Barricades	$965.00	$965.00				
31	12	EA	Connect New 6" Water Main to Existing 6" Water Main	$1,772.00	$21,264.00				
32	2	EA	Connect New 3" Water Main to Existing 3" Water Main	$1,655.00	$3,310.00				
33	3	EA	Connect New 8" Water Main to Existing 8" Water Main	$2,395.00	$7,185.00				
34	2	EA	Connect New 6" Water Main to Existing 4" Water Main	$1,965.00	$3,930.00				
35	6	EA	Connect New 6" Water Main to Existing 3" Water Main	$1,910.00	$11,460.00				
36	2	EA	Connect New 6" Water Main to Existing 2" Water Main	$1,895.00	$3,790.00				
37	2	EA	Connect New 6" Water Main to Existing 8" Water Main	$3,561.00	$7,122.00				
38	1	EA	Connect New 8" Water Main to Existing 12" Water Main	$7,052.00	$7,052.00				
39	1	LS	Braodcast Seed Affected Areas	$4,285.00	$4,285.00				
			TOTAL BASE BID		**$817,912.29**		**$0.00**		**$0.00**

Prepared by Kenneth L. Icenhower, P.E.
Certified Correct

Kenneth L. Icenhower, Design Engineer, TWU

Attachment: 2022-056 RES Looping Dead-end Water Mains (Ph III) signed (3707 : 2022-056 RES Looping

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/24/2022 4:51 PM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Ordinance No. 2022-051 approving the fiscal and personnel management agreement with the Texarkana Urban Transportation Study Policy Advisory Board.

Briefing: 7/11/2022 **Public Hearing:** **Council Vote:** 7/11/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

The Texarkana Urban Transportation Study TUTS, as the designated Metropolitan Planning Organization (MPO) for the Texarkana Metropolitan Planning Area (MPA), is responsible for performing transportation planning activities within the Texarkana Study Area Boundary.

Executive Summary and Background Information:

The Fiscal and Personnel Management Agreement between the MPO and the City establishes the City as the financial disbursing agent of all MPO funds received.

The City, as one of eight parties to an interlocal agreement creating MPO, has determined it is in the public interest to assist MPO in securing and managing funds for transportation planning purposes in the local area.

The current Fiscal and Personnel Management Agreement between MPO and the City, is set to expire on June 30, 2022. This new agreement will end **December 30, 2026,** or sooner by mutual agreement of both parties.

Potential Options:

- Approve
- Deny

Fiscal Implications:

(Insert Text Here)

Staff Recommendation:

Recommends for approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-051 ORD Fiscal and Personnel Management agreement (DOCX)
b. 2022-051 EXH 'A' 2022-2026 Fiscal Personnel Agreement (DOCX)
c. 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (PDF)
d. 2022-051 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	
	Completed	06/09/2022 11:02 AM		
Finance Department	Vicky Coopwood	Finance Review	Skipped	06/09/2022 12:18 PM
City Manager	Vicky Coopwood	City Manager Review	Skipped	06/09/2022 12:19 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

Attachment: 2022-051 ORD Fiscal and Personnel Management agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

ORDINANCE NO. 2022 – 051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FISCAL AND PERSONNEL MANAGEMENT AGREEMENT WITH THE TEXARKANA URBAN TRANSPORTATION (TUTS) STUDY POLICY ADVISORY BOARD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Federal Statute 23 USC 134 and Federal Transit Act Section 5303 (MPO Planning), as amended by the Fixing America's Surface Transportation (FAST) Act, requires that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, Federal Statute 23 USC 104(f), as amended by FAST Act, authorizes Metropolitan Planning funds and Federal Transit Act Section 5303 MPO Planning funds be made available to Metropolitan Planning Organizations (MPO) duly designated by the Governor of each state to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated TUTS as the MPO for the Texarkana Metropolitan Area; and

WHEREAS, the City of Texarkana, Texas, ("City") has been designated to act as the financial disbursing agent for all Texarkana Urban Transportation Study Policy Advisory Board ("TUTS") funds; and

WHEREAS, the City and TUTS desire to extend the Fiscal and Personnel Management Agreement, a copy of which is attached hereto as **Exhibit "A"**; and

WHEREAS, the Fiscal and Personnel Management Agreement between the City and TUTS, will expire on December 30, 2026.

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

SECTION 1: The City Manager be and is hereby authorized to sign and make changes to the Fiscal and Personnel Management Agreement between the City, and the Texarkana Urban Transportation Study Policy Advisory Board (TUTS), subject to the MPO's approval, as set forth hereinabove and in the amendment of the Fiscal and Personnel Management Agreement, a copy of which is attached hereto as **Exhibit "A".**

SECTION 2: 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 **11th day of July, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-051 EXH 'A' 2022-2026 Fiscal Personnel Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into, by and between the City of Texarkana, a political subdivision of the State of Texas, hereinafter referred to as the "CITY" and the Texarkana Urban Transportation Study Policy Board, hereinafter referred to as the "MPO", the designated Metropolitan Planning Organization for the Texarkana area, as authorized by 23 United States Code 134 (West Supp. 1992).

WITNESSETH

WHEREAS, 23 USC 134 and 49 USC Section 5303, as amended by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. 117-58 (November 15, 2021), requires that Metropolitan Planning Organizations, in cooperation with State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 USC 104, as amended by IIJA, authorizes Metropolitan Planning (PL) funds and Section 5303 funds be made available to Metropolitan Planning Organizations duly designated by the Governor of each State to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated the MPO as the Metropolitan Planning Organization for the Texarkana Metropolitan Area; and

WHEREAS, the MPO requests that the CITY act as the financial disbursing agent for MPO funds; and

WHEREAS, the CITY, as one of eight parties to an interlocal agreement creating the MPO, has determined it is in the public interest to assist the MPO in securing and managing funds for transportation planning purposes in the local area;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. PURPOSE. The purpose of this Agreement is to define the fiscal and personnel management roles and responsibilities between the MPO and the CITY.

ARTICLE 2. TERM. The term of this Agreement begins upon execution by both parties and ends ***December 30, 2026,*** or sooner by mutual agreement of both parties.

ARTICLE 3. DESCRIPTION OF SERVICES. The CITY agrees to provide fiscal and personnel management assistance to the MPO by acting as the financial disbursing agent for the MPO funds.

ARTICLE 4. FISCAL MANAGEMENT AND DISBURSEMENT.

A. The CITY shall maintain one or more separate trust accounts under the supervision of the Chief Financial Officer (CFO). The CFO, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The CFO shall use generally accepted accounting procedures to satisfy their duties pursuant to this Agreement. The CITY shall pay all invoices on a timely basis on behalfof the MPO.

B. All warrants issued to the CITY or the MPO by the State of Texas, the State of Arkansas, federal, county, or local agencies for work performed by any agency or consultant under contract to MPO shall be properly endorsed and deposited in the trust account.

C. The MPO shall make contracts and commitments in its own name. (Ordinance No. 2021-019).

The MPO shall forward invoices and payment obligations to the CITY Finance Department for processing and payment. The budget for all activities on behalf of the MPO program will be set by the MPO.

D. The disbursement of funds to agencies or consultants under contract to the MPO will be made by the CITY in the amounts specified by the MPO, so long as the MPO budget has sufficient funds to accommodate all payment requests. The MPO, however, is fully responsible for all such contracts and releases the CITY from any liability which may arise as a result of the CITY performing any non-negligent task pursuant to this Agreement. The CITY is under no obligation to process payment requests unless sufficient funds for such purposes are present in the MPO budget.

E. The MPO hereby agrees to seek reimbursement from the State of Texas, State of Arkansas, City of Texarkana, Arkansas, any applicable federal, county, local agency, or any other entity required to reimburse funds expended by the MPO. The MPO staff shall prepare and submit all requests for reimbursement within thirty (30) days of receipt of a monthly accounting statement from the CITY. All reimbursements shall be transmitted to the CITY immediately upon their receipt. The MPO is solely responsible for the accuracy of the records of funds expended by the MPO and those agencies or consultants who contract with the MPO. Any unreimbursed balance will be determined after all end of year reporting based on the CITY fiscal year end (September 30) is complete, and all federal, state, and other reimbursements have been requested and received for September. Reimbursement is due within thirty (30) days.

F. The MPO assumes responsibility for the legal and proper expenditures of PL, 5303 AND 5307 monies received by the MPO. All monies are budgeted and expended according to the latest approved Unified Planning Work Program.

G. The CITY will provide the following support services to the MPO staff: public information services including graphics services; human resource services and purchasing/contract services.

The CITY will provide information technology services including a webpage hosted on the City's website editable by MPO staff. The MPO staff will follow CITY established Technology Use Policy. Failure to follow CITY policy will result in removal of MPO staff and computer equipment from CITY owned network. Information technology services will include:

- Microsoft 365 for Government Licensing
- Internet access and associated security protections
- Advanced Firewall Protections
- Intrusion Detection and Protection
- State mandated cyber security training
- Endpoint Detection and Response
- Enterprise Services which included
- File and Print services
- User authentication and identity management
- Management of externally hosted website
- GIS mapping services
- 8 hours of full spectrum IT and GIS support/services for hardware, software, and end users per month
- Any IT or GIS support above 8 hours monthly will be charged at the rate of $100 dollars per hour.
- Additional services may be provided by the CITY to the MPO if mutually agreed by the CITY and the MPO.

Attachment: 2022-051 EXH 'A' 2022-2026 Fiscal Personnel Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

H. All employees hired by the MPO or through its staff, shall be considered CITY employees for the purposes of payroll disbursement, indemnification, and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefit normally extended to CITY employees. Hiring and termination of MPO employees shall follow CITY established personnel policies and procedures, excepting that the MPO shall have final approval authority for both hiring and terminations. Additionally, the MPO shall establish the salary and salary range for each position it authorizes. The MPO shall be responsible for annual or more frequent personnel performance reviews and the decision as to whether performance or cost of living based salary increases are approved.

I. The CITY will provide office space to the MPO staff, including office support services (utilities, maintenance, and janitorial), as well as, access to internet, telephone, and data lines.

J. The CITY Finance Department is hereby authorized to make payment for the MPO personnel costs, to be reimbursed on a regular basis from MPO funds, as described in Article 4(E).

K. In consideration of services performed under this contract for Article 4(A) through 4(F), the MPO shall pay to the CITY the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) per month, for as long as the Agreement is in force. The MPO shall pay all costs associated with the MPO employees as described in Article 4(H). In consideration of services performed under this contract for Article 4(G), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force. In consideration of office space and services performed under this contract for Article 4(I), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force.

L. The amounts paid to CITY in this Article 4 (K) are exclusive of, and shall not be construed as, reimbursements of expenses payable to CITY under Article 4 (E).

ARTICLE 5. AMENDMENT/TERMINATION. This agreement may be amended or terminated in whole or in part by either party hereto whenever such amendment or termination is found to be in the best interest of either party. Amendment or termination shall be affected by the conveyance of a written notification thereof to the other party at least sixty (60) days in advance of the effective date of the amendment or termination. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CITY: City Manager
220 Texas Blvd.
Texarkana, TX 75501

If to MPO: Texarkana Metropolitan Planning Organization Policy Board
220 Texas Blvd
Texarkana, TX 75501

ARTICLE 6. NON-DISCRIMINATION. It is mutually agreed that all parties hereto shall be bound by the provisions of title 49, Code of Federal Regulations (CFR), Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964, title 23, C F R , Part 710.405(b), and Executive Order (EO) 11246 titled "Equal Employment Opportunity" as amended by EO 11375 and as supplemented in

Attachment: 2022-051 EXH 'A' 2022-2026 Fiscal Personnel Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

Department of Labor Regulations (41 CFR Part 60).

ARTICLE 7. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Texas and all obligations hereunder of the parties are performable in Bowie County, Texas.

ARTICLE 8. NON-ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives' successors and assigns. Neither the CITY nor the MPO shall assign or sublet any duty of this Agreement, excepting those already identified herein, without the written consent of the other.

ARTICLE 9. SEVERABILITY. Should any provisions of this Agreement for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 10. ENTIRETY OF AGREEMENT. This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY OF TEXARKANA, TEXAS HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY OF TEXARKANA, TEXAS CITY COUNCIL

Approved to be effective on the date of the last party to sign.

CITY OF TEXARKANA, TEXAS

BY _____

DATE _____

TEXARKANA METROPOLITAN PLANNING ORGANIZATION (MPO) POLICY BOARD

BY_____

DATE _____

Attachment: 2022-051 EXH 'A' 2022-2026 Fiscal Personnel Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

Texarkana Metropolitan Planning Organization

Cities of Texarkana, AR ◆ Texarkana, TX ◆ Wake Village, TX ◆ Nash, TX
Miller County, AR ◆ Bowie County, TX

POLICY BOARD

Wednesday, June 22, 2022 @ 10:30AM
City Hall – 220 Texas Blvd – 2nd Floor Conference Room
Texarkana, TX

AGENDA

1. Call to order – Quorum Determination

2. Consider approval of Minutes from April 22, 2022.
   Action required: Vote to adopt Resolution.

3. Consider approval of Minutes from April 6, 2022.
   Action required: Vote to adopt Resolution.

4. Consider adoption of Resolution 19-2022: Fiscal and Personnel Management Agreement.
   Action required: Vote to adopt Resolution.

5. Remarks and/or items of interest from the MPO Director and/or Committee Member(s).

6. Adjournment.

This open meeting of a governmental entity is subject to the Texas Open Meetings Act (Chapter 551, government Code). 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. Request for sign interpretive services is available upon requests received at least 5 days prior to the meeting. To make arrangements for these services, please call 903-798-3959, Personnel or (TDD) 1.800.RELAY.TX (1.800.735.2989)

Public notice of public involvement activities and time established for public review and comments will satisfy the Program of Projects (POP) requirements.

220 Texas Blvd. ◆ P.O. Box 1967 ◆ Texarkana, Texas 75504 ◆ www.texarkanampo.org

Phone (903) 798-3927 ◆ Fax (903) 798-3773 ◆ E-mail txkmpo@txkusa.org

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Texarkana Metropolitan Planning Organization

POLICY BOARD MINUTES

Wednesday – April 6, 2022 – 10:30 AM
City Hall – Conference Room, 2nd Floor
220 Texas Blvd– Texarkana, TX

Agenda Item #1 – Call to order – Quorum Determination.

Chairman Whitten called the meeting to order at 10:33 AM.

Members in attendance: Chris Brown, Bob Bruggeman, Doug Bowers for Robert Bunch, William Cheatham, Chris Dillaha for Sunny Farmahan, Mary Hart, Dusty Henslee for David Orr, Deanne Simmons, and Buddy Williams.

A quorum was established.

Agenda Item #2 – Consider approval of Minutes from March 23, 2022.

Vice-Chairman Bruggeman asked for comments or questions on the minutes. There were none.

Ms. Hart made a motion to accept minutes. Mr. Cheatham seconded the motion. There were no opposing votes. Motion passed.

CLOSED MEETING

1. A closed meeting is being conducted in accordance with the Texas Open Meetings Law, V.T.C.A., Government Code, Section 551.074, Personnel Matters:
    a. Personnel matter for MPO Director
    b. Personnel matter for MPO Planner

OPEN MEETING

Agenda Item #3 – Closed meeting remarks.
See below.

Agenda Item #4 - Consider adoption of Resolution #17-2022: MPO Policy Board Chairman Authority to Conduct Personnel Matters in the Absence of the MPO Director.
Vice-Chairman Bruggeman stated in regard to the adoption of Resolution #17 there is to be a change in the wording. Bullet point #1, first word is to be changed from 'extend' to 'implement and modify.'

Mr. Brown made a motion to adopt resolution #17 with noted change in wording and to extend pay increase of MPO Planner. Mr. Cheatham second the motion. There were no opposing votes. Motion passed.

It was the consensus of the Policy Board that the MPO Director be on unpaid leave due to medical issues.

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Texarkana Metropolitan Planning Organization

POLICY BOARD MINUTES

Friday, April 22, 2022 – 10:30 AM
City Hall – Conference Room, 2nd Floor
220 Texas Blvd– Texarkana, TX

Agenda Item #1 – Call to order – Quorum Determination.

Chairman Whitten called the meeting to order.

Members in attendance: Chris Brown, Bob Bruggeman, Steven Hollibush, Sunny Farmahan, Dusty Henslee for Mary Hart, David Orr, Deanne Simmons, Tom Whitten, and Buddy Williams.

A quorum was established.

Agenda Item #2 – Consider adoption of Resolution #18 – FY 2023-2026 Transportation Improvement Program (TIP) – Texas portion.

Ms. Gray explained this is the new TIP for the Texas side for the next 4-years. This document has been reviewed by the MPO Technical Committee earlier this month.

Noted sections of the TIP:
Page 15 – Individual Projects – FM 989 and Frontage Roads. These projects are listed in the new TIP and also the FY2019-2022 TIP. The reason for these projects being listed in both the current and new TIP is to ensure that the projects can Let this summer or at least Let in the fall, after FHWA have approved the FY2023-2026 TIP.
Pages 17-22 – Group Projects are listed for informational purposes only.
Page 23 – Local Projects – No local projects are listed at this time.
Pages 25-32 – Transit projects were obtained from Texarkana Urban Transit District (TUTD) staff.
Pages 35 – Appendices began.

Ms. Simmons stated the listing of the projects in both TIPs is a safety net to make sure the projects will Let. Stateline Avenue is listed as in the Group Project section.

Mr. Orr asked the definition of Regionally Significant Project. Ms. Gray stated it is any project that has federal funding.

Mr. Whitten asked for a motion to adopt Resolution #18. Mr. Bruggeman made a motion to adopt resolution. Mr. Williams second the motion. Motion passed.

Agenda Item #3 – Remarks and/or items of interest from the MPO Director and/or Committee Member(s).

Mr. Farmahan asked if a MPO staff member could ask as a proxy for a Policy Board Member. Ms. Gray stated there is no provision for a MPO staff member to serve as a proxy in the Bylaws at this time.

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Updates/History of Briefing:

Fiscal and Personnel Agreement

The Fiscal And Personnel Agreement is an agreement between the MPO and the City of Texarkana, Texas. The agreement is a five-year agreement which describes the duties of each entity.

Executive Summary and Background Information:

In 1999, the MPO signed an agreement with the City of Texarkana, Texas (CITY). The agreement made the 'City' the fiscal agent for the MPO. At the time the first agreement was signed the MPO paid to the 'City' $1,000 per month. In 2005, there was an increase to $1,500 per month.

This agreement date is set to expire (for this five-year term) at the end of June 2022.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Increase is monthly fee from $1,500 to $2,500 per month. This breakdown is seen in Section K of the agreement.

- Article 4(A) through 4(F), the MPO shall pay to the CITY the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) per month.
- In consideration of services performed under this contract for Article 4(G), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force.
    - Article 4 (G) states:
      The CITY will provide the following support services to the MPO staff: public information services including graphics services; human resource services and purchasing/contract services.

      The CITY will provide information technology services including a webpage hosted on the City's website editable by MPO staff. The MPO staff will follow CITY established Technology Use Policy. Failure to follow CITY policy will result in removal of MPO staff and computer equipment from CITY owned network. Information technology services will include:

        - Microsoft 365 for Government Licensing
        - Internet access and associated security protections
        - Advanced Firewall Protections
        - Intrusion Detection and Protection
        - State mandated cyber security training
        - Endpoint Detection and Response
        - Enterprise Services which included
        - File and Print services
        - User authentication and identity management
        - Management of externally hosted website

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

TEXARKANA METROPOLITAN PLANNING ORGANIZATION

RESOLUTION # 19-2022

A RESOLUTION BY THE POLICY BOARD OF THE TEXARKANA METROPOLITAN PLANNING ORGANIZATION (MPO) ADOPTING THE FISCAL AND PERSONNEL MANAGEMENT AGREEMENT.

WHEREAS, the Texarkana Urban Transportation Study, as the designated Metropolitan Planning Organization (MPO) for the Texarkana Metropolitan Planning Area (MPA), is responsible for performing transportation planning activities within the Texarkana Study Area Boundary; and

WHEREAS, the current Fiscal and Personnel Management Agreement between the Texarkana Metropolitan Planning Organization, hereinafter referred to as the "MPO" and the City of Texarkana, Texas, hereinafter referred to as the "City", will expires on June 30, 2022; and

WHEREAS, the Fiscal and Personnel Management Agreement between the MPO and the City establishes the City as the financial disbursing agent of all TUTS funds received by the MPO; and

WHEREAS, the City, as one of eight parties to an interlocal agreement creating TUTS, has determined it is in the public interest to assist MPO in securing and managing funds for transportation planning purposes in the local area.

NOW, THEREFORE, BE IT RESOLVED by the Policy Board of the Texarkana MPO that:

SECTION 1: the Fiscal and Personnel Management Agreement is hereby adopted; and

SECTION 2: the Chair of the Texarkana MPO is hereby authorized to sign the new Fiscal and Personnel Management Agreement on behalf of the Policy Board; and

SECTION 3: the Study Director of the Texarkana MPO is hereby authorized to transmit the signed Fiscal and Personnel management Agreement to the City of Texarkana, Texas and TXDOT for execution along with Resolution 19-2022.

ADOPTED in Regular Session on the 22nd day of June 2022.

_____

Tom Whitten, Bowie County Commissioner
Policy Board Chairman
Texarkana MPO

I hereby certify the above is a true copy of Resolution #19-2022: Fiscal and Personnel Management Agreement. This resolution was:
Motioned by:
Seconded by:
Resolution #19 passed unanimously in regular session on June 22, 2022.

_____

Rea Donna Jones, Director
Texarkana MPO

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

STATE OF TEXAS §

CITY OF TEXARKANA §

FISCAL AND PERSONNEL MANAGEMENT AGREEMENT

This agreement entered into, by and between the City of Texarkana, a political subdivision of the State of Texas, hereinafter referred to as the "CITY" and the Texarkana Urban Transportation Study Policy Board, hereinafter referred to as the "MPO", the designated Metropolitan Planning Organization for the Texarkana area, as authorized by 23 United States Code 134 (West Supp. 1992).

WITNESSETH

WHEREAS, 23 USC 134 and 49 USC Section 5303, as amended by the Infrastructure Investment and Jobs Act (IIJA) Pub. L. 117-58 (November 15, 2021), requires that Metropolitan Planning Organizations, in cooperation with State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, 23 USC 104, as amended by IIJA, authorizes Metropolitan Planning (PL) funds and Section 5303 funds be made available to Metropolitan Planning Organizations duly designated by the Governor of each State to support the urban transportation planning process; and

WHEREAS, the Governor of Texas and the Governor of Arkansas have designated the MPO as the Metropolitan Planning Organization for the Texarkana Metropolitan Area; and

WHEREAS, the MPO requests that the CITY act as the financial disbursing agent for MPO funds; and

WHEREAS, the CITY, as one of eight parties to an interlocal agreement creating the MPO, has determined it is in the public interest to assist the MPO in securing and managing funds for transportation planning purposes in the local area;

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE 1. PURPOSE. The purpose of this Agreement is to define the fiscal and personnel management roles and responsibilities between the MPO and the CITY.

ARTICLE 2. TERM. The term of this Agreement begins upon execution by both parties and ends ***December 30, 2026***, or sooner by mutual agreement of both parties.

ARTICLE 3. DESCRIPTION OF SERVICES. The CITY agrees to provide fiscal and personnel management assistance to the MPO by acting as the financial disbursing agent for the MPO funds.

ARTICLE 4. FISCAL MANAGEMENT AND DISBURSEMENT.

A. The CITY shall maintain one or more separate trust accounts under the supervision of the Chief Financial Officer (CFO). The CFO, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved. The CFO shall use generally accepted accounting procedures to satisfy their duties pursuant to this Agreement. The CITY shall pay all invoices on a timely basis on behalfof the MPO.

B. All warrants issued to the CITY or the MPO by the State of Texas, the State of Arkansas, federal, county, or local agencies for work performed by any agency or consultant under contract to MPO shall be properly endorsed and deposited in the trust account.

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

the CITY and the MPO.

H. All employees hired by the MPO or through its staff, shall be considered CITY employees for the purposes of payroll disbursement, indemnification, and all fringe benefits, including retirement, medical and life insurance, vacations, sick leave, holidays, and any other benefit normally extended to CITY employees. Hiring and termination of MPO employees shall follow CITY established personnel policies and procedures, excepting that the MPO shall have final approval authority for both hiring and terminations. Additionally, the MPO shall establish the salary and salary range for each position it authorizes. The MPO shall be responsible for annual or more frequent personnel performance reviews and the decision as to whether performance or cost of living based salary increases are approved.

I. The CITY will provide office space to the MPO staff, including office support services (utilities, maintenance, and janitorial), as well as, access to internet, telephone, and data lines.

J. The CITY Finance Department is hereby authorized to make payment for the MPO personnel costs, to be reimbursed on a regular basis from MPO funds, as described in Article 4(E).

K. In consideration of services performed under this contract for Article 4(A) through 4(F), the MPO shall pay to the CITY the sum of ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($1,500.00) per month, for as long as the Agreement is in force. The MPO shall pay all costs associated with the MPO employees as described in Article 4(H). In consideration of services performed under this contract for Article 4(G), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force. In consideration of office space and services performed under this contract for Article 4(I), the MPO shall pay to the CITY the sum of FIVE HUNDRED AND NO/100 DOLLARS ($500.00) per month for as long as the Agreement is in force.

L. The amounts paid to CITY in this Article 4 (K) are exclusive of, and shall not be construed as, reimbursements of expenses payable to CITY under Article 4 (E).

ARTICLE 5. AMENDMENT/TERMINATION. This agreement may be amended or terminated in whole or in part by either party hereto whenever such amendment or termination is found to be in the best interest of either party. Amendment or termination shall be affected by the conveyance of a written notification thereof to the other party at least sixty (60) days in advance of the effective date of the amendment or termination. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the appropriate party at the following address:

If to CITY:
City Manager
220 Texas Blvd
Texarkana, TX
7 5501

If to MPO:
Texarkana Metropolitan Planning Organization Policy Board
220 Texas Blvd
Texarkana, TX 75501

ARTICLE 6. NON-DISCRIMINATION. It is mutually agreed that all parties hereto shall be bound by the provisions of title 49, Code of Federal Regulations (CFR), Part 21, which was promulgated to

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Estimate for hourly time related MPO Fiscal Management

Employee	Average Hrs Per Month		Average Monthly Cost
Beel	2.50	$	65.00
Jaggers	2.50	$	70.34
Lee	2.50	$	125.69
McKague	2.50	$	67.69
Peeples	2.50	$	144.69
Taylor	2.50	$	97.66
Bramlett	2.50	$	114.25
Sartor	2.50	$	70.25
McAnally	2.50	$	75.50
Brown	2.50	$	41.78
Freeland	2.50	$	68.06
Henslee	2.50	$	144.69
Orr	2.50	$	249.41
Thompson	2.50	$	116.19
Uselton			
	35.00	$	1,451.19

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

MPO Total sq ft 927 @ $19/sf
= $17,613 annually or $1,467. month

REYNOLDS REALTY MANAGEMENT INCORPORATED

February 20, 2018

Mr. David Orr, City Planner
220 Texas Boulevard
Texarkana, Texas

RE: COMPARATIVE MARKET ANALYSIS
UNIVERSITY AVE., TEXARKANA, TEXAS

Mr. Orr,

In accordance with your request for a Comparative Market Analysis of the above reference property: This is a comparable market analysis and should not be considered an appraisal.

In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the uniform standards of professional appraisal practice of the appraisal foundation.

The subject property above is legally described as a portion of the City Triggs Addition, Block 163, a portion of Lots 3-4 and all of Lots 5-11, per the attached tax card.

Approximately 1.51 acres

The purpose of this opinion is to give my assessment of leasable market value of the land and any improvements.

An inspection was made of the site and information considered pertinent was gathered which included matters as to location and comparable sales in the general area.

It is my opinion that the estimated market value of the subject property as per current market conditions existing as of February 20, 2018 is as follows:

TOTAL ***$9.00-19.00 per square foot per year, gross***

Respectfully,

Richard H. Reynolds, Jr.
President

6,098 sf Dedicated Building & Subrecipient Lease Space @ $19/sf = $115,862.00/Yr or $ $9,655.16/Month

Does Not Include Shared Building Space Including Restrooms, Meeting Spaces, Welcome and Reception Space.

Brokerage

Leasing

Management

Development

Consulting

5502 Cowhorn Creek Road
Suite C
Texarkana, TX 75503

tel: 903.832.3700
fax: 903.832.3701

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Attachment: 2022-051 ATTH 01 MPO Policy Board Aproval of Fiscal Agreement (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/

Improved Lease No. 2

Property Identification		
Record ID	576	
Property Type	Medical office, Medical Office	
Property Name	Starling Healthcare	
Address	5503 North Stateline Avenue, Texarkana, Bowie County, Texas 75503	
Location	Stateline	
Tax ID	06900000100	
Physical Data		
SF	11,826	
SF	11,826	
Area Breakdown	medical clinic	11,826
Construction Type	STONE & BRICK VENEER	
Roof Type	composition	
Foundation	concrete	
HVAC	central	
Stories	1	
Office	100%	
Year Built	2007 5 years effective	
Condition	good	
General Lease Data		
Tenant	Starling Healthcare	
Lease Type	NNN	
Tenant Size	11,826 to 11,826	
General Tenant Summary		
Owner	Rush Partners, LTD	
Management Co.	Curt Green and Company	
Verification	Broker; Curt Green and Company, Phil Bishop	
Office Area	100	

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-051 Goals & Perspectives (3700 : 2022-051 ORD Approv. Fiscal/Personnel Mgmt Agrmt w/ MPO)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/2/2022 11:32 AM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2022-054 adopting the Community Development Block Grant 2022 Program Year Annual Action Plan and authorizing the City Manager to submit said action plan to the U.S. Department of Housing and Urban Development.

Briefing: 7/11/2022 **Public Hearing:** 7/11/2022 **Council Vote:** 7/11/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds.
Public review of the draft 2022 Annual Action Plan will became available June 11, 2022 and will continue through July11, 2022. Legal notice was published in the Texarkana Gazette and on the city website. Public meetings will be conducted on June 13, 2019 and July 11, 2022 to solicit public comments regarding the Action Plan. A public hearing is scheduled for July 11, 2022.
The City Council must adopt yearly the Community Development Block Grant (CDBG) 2022 Annual Action Plan and funding priorities for the use of Community Development Block Grant Funds.

Potential Options:

- Approve
- Deny

Fiscal Implications:

502,500.00

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

(NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-054 RES Adopting CDBG 2022 Annual Action Plan (DOCX)
b. 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (PDF)
c. 2022-054 ATTH 02 Annual Action Plan PY2022 Final (DOCX)
d. 2022-054 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Vashil Fernandez	Department Head Review	Completed	05/26/2022 4:32 PM
Finance Department	Kristin Peeples	Finance Review	Completed	05/26/2022 4:54 PM
City Manager	David Orr	City Manager Review	Completed	06/01/2022 9:16 AM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-054

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM 2022 ANNUAL ACTION PLAN SETTING PROGRAM PRIORITIES FOR THE USE OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID ACTION PLAN TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, public review of the 2022 Annual Action Plan draft will become available June 11, 2022, and will continue through July11, 2022. Legal notice was published in the Texarkana Gazette and on the city website. Public meetings will be conducted on June 13, 2022, and July 11, 2022, to solicit public comments regarding the Action Plan. A public hearing is scheduled for July 11, 2022; and

WHEREAS, the City Council has determined it to be appropriate to adopt the Community Development Block Grant (CDBG) 2022 Annual Action Plan for the use of Community Development Block Grant Funds.

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

SECTION 1: The Community Development Block Grant (CDBG) 2022 Annual Action Plan is hereby accepted.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant (CDBG) 2022 Annual Action Plan to the U. S. Department of Housing and Urban Development and is authorized to act in connection with the submission of the Annual Action Plan to provide such additional information as may be required.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of July, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-054 RES Adopting CDBG 2022 Annual Action Plan (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

CITY OF TEXARKANA TEXAS

CDBG 2022 Annual Action Plan
Community Development Block Grant

Planning & Community Development
July 11, 2022

Attachment: 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (3704 : 2022-054 RES Adopting

Citizen Participation

2 Public Meetings

- § June 13th City Council Meeting 1st Briefing
- § July 11th City Council Public Meeting

30-day public comment period for 2022 Annual Action Plan (June 12th – July 11th, 2022)

Surveys can be filled out online at:
https://www.surveymonkey.com/r/CDBGAAPS

Advertisement of Public Comment Period:

- § Texarkana Gazette Legal Notice
- § Amigo News - Spanish
- § City Website/Social Media Pages

Draft copies available electronically on Planning & Community Development Homepage

Paper copies available upon request at City Hall

Attachment: 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (3704 : 2022-054 RES Adopting

Public Comment

PY2022 Annual Action Plan

The City has begun the process of creating next year's Annual Action Plan (AAP) for its CDBG program. Public input & comments are vital to this process.

The City has posted information about the AAP in the following manner:

*Information posted to city's website
*Draft of AAP available at City Hall

Public Comment Period: June 12th – July 11th, 2022
Comments may be submitted through surveys filled out online at:
https://www.surveymonkey.com/r/CDBGAAPS

or by sending to:
City of Texarkana, Texas
Planning & Community Development Dept
Attn: Betsy Freeman
P O Box 1967
Texarkana, TX 75504

Attachment: 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (3704 : 2022-054 RES Adopting

Attachment: 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (3704 : 2022-054 RES Adopting

Texarkana 2022 HUD CDBG Proposed Budget

CDBG PY2022 Proposed Budget	
Projects PY2022	PY2022/FY2023 Original Budget 6/13/22
Down Payment Assistance	10,000.00
Public Services:	
Vista, Coord Entry, HMIS	8,000.00
Mission Txk-Job Training @ Grim	12,000.00
Amachi-Youth Services	20,000.00
The Scholars	15,000.00
Housing Reconstruction	50,165.00
Administration	75,000.00
Sidewalks	72,500.00
Bus Stop Covers & Community Gardens & Parks	240,000.00
	502,665.00
Revenues PY2022	
Estimated Rollover Funds	125,000.00
PY2021 Funding Allocation	375,165.00
Estimated Program Income	2,500.00
	502,665.00

PY2022 Proposed Activities

CDBG Allocation:

*Home Buyer Assistance - down payment & closing cost assistance to up to 4 LMI households
*Public Services – Life skills, job training, youth programs, tutoring
*Program Administration
*Housing Reconstruction – demolition & reconstruction for one (1) qualified LMI household
*Bus Stop Covers-installation of covers in LMI areas
*Sidewalks–new sidewalks installed in LMI areas
*Community Gardens – new community garden installed in LMI area New Town neighborhood
*Parks-improvements to Finley Park & Scott Joplin Park, walking trail in Bell Park

Attachment: 2022-054 ATTH 01 Council Presentation CDBG PY2022 AAP (3704 : 2022-054 RES Adopting

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

City of Texarkana, Texas
2022 Annual Action Plan

The Annual Action Plan for the City of Texarkana, Texas
Community Development Block Grant Program
Prepared in Accordance with the
United States Department of Housing & Urban
Development's Planning Requirements
For the Period of
October 1, 2022 through September 30, 2023
Program Year 2022

DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Texarkana, TX became a federal entitlement program grantee in 1987. As an entitlement grantee, the City receives an annual share of federal Community Development Block Grant (CDBG) funds authorized under Title I of the Housing & Community Development Act of 1974, as amended. The Planning & Community Development department is responsible for administering CDBG grants for areas within the city limits of Texarkana.

The purpose of this Action Plan is to identify housing & community development needs & to develop specific goals & objectives to address those needs over a one-year period. This Plan for Texarkana covers the period October 1, 2022, to September 30, 2023. The Plan enables the City to continue to receive federal housing & community development funds & according to regulations CFR 91.200(a), must be submitted to the U.S. Department of Housing & Urban Development (HUD) no less than 45 days prior to the start of the grantee's program year.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis, or the strategic plan.

Based on a detailed analysis of data describing community characteristics & housing market conditions, a survey of available community resources, & an extensive community participation process, the following were identified as priority needs for Texarkana:

- Rehabilitation of existing affordable owner-occupied housing units
- Public improvements & infrastructure
- Homeless/Continuum of Care (CoC) services that benefit adults, families with children, & other special needs homeless populations
- Homeownership assistance
- Collaboration with community partners to coordinate development activities
- Renovation of the Grim Hotel
- Public services
- Public Facilities & Parks

DRAFT

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

3. Evaluation of past performance

In partnership with other public, private, & non-profit housing providers & service agencies, Texarkana has worked to increase & preserve the available stock of affordable, safe & decent housing; helped ensure a suitable living environment for city residents; & contributed to expanding economic opportunities. The City has affected change in the Rose Hill Neighborhood, Downtown Texarkana & the Beverly Neighborhood, addressing concentrations of poverty & proliferation of Brownfields. The 2022 Action Plan will continue to guide the City in addressing these neighborhoods as well as other low mod areas of the city.

Texarkana has consistently allocated funds to address the highest strategic plan priorities. The City has met all requirements as an entitlement grantee including administrative & public services caps. City policies & procedures comply with federal requirements to ensure that programs & activities benefit low- to moderate-income individuals & families & that community development projects are developed to provide the maximum benefit to low-moderate income residents.

The Consolidated Annual Performance Evaluation Review (CAPER) will provide an assessment of progress towards meeting the five-year goals of the Consolidated Plan & one-year goals of the Action Plan adopted. The CAPER is due annually to HUD on December 30.

4. Summary of Citizen Participation Process and consultation process

The City of Texarkana actively promotes collaboration & coordination among public, private, & non-profit organizations providing housing & non-housing community development services in the city. The City strives to maintain open communication with partner agencies & organizations as well as Texarkana residents.

Citizen & stakeholder input was crucial to the identification of community development needs & priorities for this Action Plan. The City solicited public & stakeholder input through public meetings, stakeholder focus groups, meetings with a neighborhood associations & a booth at a neighborhood event. These meetings/events were advertised on the city website, social media accounts, &/or in the Texarkana Gazette & Amigo News.

Surveys were requested at all meetings & events. Fourteen residents responded to an electronic survey. The survey provides direct feedback from residents on housing needs, factors that affect housing choice, & non-housing community development needs.

5. Summary of public comments

Public input has shaped the priorities & goals adopted in this Action Plan. City residents had numerous opportunities to provide input on their community development priorities. All comments received as well as survey results are provided in the Attachments.

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

6. Summary of comments or views not accepted and the reasons for not accepting them

All survey, public hearings, focus groups, stakeholder & community meeting responses have been accepted & appended to the Action Plan.

7. Summary

This Action Plan was developed based on input from Texarkana residents, community partners, & stakeholders as well as a thorough analysis of data available from reliable sources. Significant sources of data for this report include the 2011-2015 American Community Survey (ACS) estimates, 2010-2014 Comprehensive Housing Affordability Strategy (CHAS) data, the U.S. Bureau of Labor Statistics, the 2010 Census, the Homeless Management Information System (HMIS) & local data sources.

The 2022 Action Plan will guide the community development efforts of Texarkana over the year concluding on September 30, 2023. The strategy outlined in the plan is focused on decent, safe, & affordable housing, a suitable living environment, & economic opportunity. Adhering to this fundamental community development strategy will lay a secure foundation for growth & prosperity for all Texarkana residents.

DRAFT

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		Department of Planning and Community Development

Table 1 – Responsible Agencies

Narrative (optional)

The City of Texarkana Department of Planning & Community Development is the Lead Agency in the preparation & implementation of this 2022 Action Plan which describes the strategy for the City of Texarkana, Texas in PY2022 & is prepared in accordance with the U.S. Department of Housing & Urban Development's Action Plan requirements. The City would like to express our appreciation to the individuals, agencies, departments & committees who participated in developing the City of Texarkana 2022 Action Plan.

Consolidated Plan Public Contact Information

Vashil Fernandez
Director of Planning & Community Development
P. O. Box 1967
Texarkana, Texas 75504-1967
903-798-3904
vashil.fernandez@txkusa.org

Mayor
Bob Bruggeman

City Council
Jean H. Matlock – Ward 1
Mary Hart – Ward 2
Betty Williams – Ward 3
Christine Page – Ward 4
Bill Harp – Ward 5
Jay Davis – Ward 6

DRAFT

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Texarkana has implemented actions to develop institutional structures & enhance coordination between city departments, housing providers & social service agencies, & foster assisted housing improvements & resident initiatives. Through public hearings & meetings held throughout the year, the City continues to utilize a network of contacts, referrals, & partnerships to implement the strategies outlined in the Five-Year Consolidated Plan & re-enforced in each Annual Action Plan.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Texarkana has implemented actions to develop institutional structures & enhance coordination between city departments, housing providers & social service agencies, & foster assisted housing improvements & resident initiatives. Through public hearings & meetings held throughout the year, the City continues to utilize a network of contacts, referrals, & partnerships to implement the strategies outlined in the Five-Year Consolidated Plan & re-enforced in each Annual Action Plan. The City will continue to build its relationship with local housing/service providers & the Housing Authority to ensure that the current limited housing resources are utilized in the most efficient manner possible & to meet the housing needs of extremely low, very low, & low-income renters & homeowners.

Texarkana Government Access Television provides public service & local government programming through Cable One. City Council meetings & other committee meetings are streamed on-line & archived. There is a municipal access channel (government access channel) that serves both Texas & Arkansas. Texarkana, AR manages the channel with Texarkana, TX paying a management fee. The channel divides the time equally for both cities showing meetings, general information, links to resources & documents, PSAs &any other relevant information. The Planning & Community Development department oversees the CDBG grant. The Grant Administrator is responsible for the day-to-day operation of the program. The department works in conjunction with the City's Finance, Inspection, Public Works, Street, & Parks & Recreation Departments to oversee the development of the Action Plan & administer the programs & activities incorporated in the Plan.

Interviews with key stakeholders included CDBG & other City staff, Texarkana Housing Authority staff, Area Office on Aging staff, homeless providers, services providers, Bowie County Veterans Service Officer & banking providers provided the basis for much of the information in the Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Texarkana participates in the Texas Balance of State Continuum of Care that is managed by the Texas Homeless Network. The Texarkana Homeless Coalition holds monthly meetings to discuss & strategize on ways to meet the needs of those experiencing homelessness. The Coalition has developed a Coordinated Entry system that streamlines the process for people experiencing homelessness to access resources. CDBG funding provides for a public service Vista person to work with the coordinated entry process assisting persons experiencing homelessness to attain the services needed.

The Texas Homeless Network provides data from the Homeless Management Information System (HMIS), Point-In-Time Count (PIT), the Housing Inventory Count & the Annual Homeless Assessment Report (AHAR). This information is utilized to assist in determining the nature & extent of homelessness in Texarkana & identifying potential projects that will eliminate gaps in housing & services.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Texarkana is an integral part of the Continuum of Care. The Randy Sams' Outreach [TB1] Shelter is currently the only emergency homeless shelter for homeless persons in Texarkana, Texas. Randy Sams receives Emergency Solutions Program funds through the Texas Department of Housing & Community Affairs. The Coalition worked with the City to develop the Doorways Home project that assists homeless families &individuals to receive supportive housing through the Continuum of Care grant award.

HMIS responsibilities are shared among homeless assistance providers & City staff in the city. HMIS is administered by the Texas Homeless Network (THN) & serves the Texarkana, Texas population. THN has developed policies & procedures for the administration of HMIS. THN provides training & technical support to agencies participating in HMIS.

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2. Describe Agencies, groups, organizations, and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Randy Sams Outreach Shelter
	Agency/Group/Organization Type	Housing Services-homeless Emergency Shelter
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through homeless providers focus group; provided data. Better understanding of the needs of people experiencing homelessness for future planning & projects.
2	**Agency/Group/Organization**	Habitat for Humanity Texarkana
	Agency/Group/Organization Type	Housing Home Ownership
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through focus groups for input. Better understanding of the needs of first-time homebuyers, the need for additional affordable housing & housing rehabilitation.

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3	**Agency/Group/Organization**	Mission Texarkana
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through focus groups for input. Better understand of the needs of people experiencing homelessness & at-risk of homelessness.
4	**Agency/Group/Organization**	Community Advisory Committee
	Agency/Group/Organization Type	Business and Civic Leaders Advisory
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Quarterly meetings attended by city staff to discuss housing needs & services needed for LMI households. Networking with service agencies to meet needs.

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5	**Agency/Group/Organization**	Salvation Army-Texarkana
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-homeless Services-Education Services-Employment Emergency Shelter
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through homeless providers focus group; provided data. Better understand the needs of people experiencing poverty & homelessness in the City
6	**Agency/Group/Organization**	Ark-Tex Council of Governments
	Agency/Group/Organization Type	Services-Elderly Persons Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through focus groups for input. Better understanding of the needs of the senior population for planning future projects.
7	**Agency/Group/Organization**	Amigo News
	Agency/Group/Organization Type	Spanish Newspaper

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Anti-poverty Strategy Needs of Spanish speaking residents
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Publication of public meetings translated into Spanish to publicize to Latino community.
8	**Agency/Group/Organization**	Bowie County Veterans Service Office
	Agency/Group/Organization Type	Housing Services – Housing Services-Veterans Regional organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Needs - Veterans
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Information provided on the needs of veterans in Texarkana will assist the City in future planning activities & projects.
9	**Agency/Group/Organization**	Housing Authority of Texarkana, Texas
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Focus groups at housing properties. Better understanding of the improvements at the HA properties & future needs of residents
10	**Agency/Group/Organization**	Texarkana Homeless Coalition
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through homeless providers focus group; provided data. Better understand the needs of people experiencing homelessness. Information on how the Coalition & the Texas Homeless Network are collaborating with publicly funded institutions to develop plans so people are not discharged into homelessness.
11	**Agency/Group/Organization**	Community Resource Council - Helping Hands
	Agency/Group/Organization Type	Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Health Services - Victims
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on service needs of low-moderate income residents.
12	**Agency/Group/Organization**	Texas Homeless Network
	Agency/Group/Organization Type	Housing Services - Housing Services-homeless Planning organization

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided PIT & HMIS data analysis. Better understand the needs of people experiencing homelessness will help focus funding where most needed.
13	**Agency/Group/Organization**	Believe In Beverly
	Agency/Group/Organization Type	Housing Neighborhood Improvement Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Consultation through focus group; better understanding of the needs of the Beverly Neighborhood. The City has recognized the Beverly neighborhood as a targeted area for CDBG funded projects.
14	**Agency/Group/Organization**	City of Texarkana, Texas
	Agency/Group/Organization Type	Other government – Local Economic Development
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Business needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Provided information on business needs, education & training for workforce; general economic outlook for the City.

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15	**Agency/Group/Organization**	TEXAS DEPARTMENT OF STATE HEALTH SERVICES
	Agency/Group/Organization Type	Services-Health Other government - State
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Reviewed Lead-Based Paint statistics for Bowie County; website provided information on the number of children tested & identified with elevated lead blood levels
16	**Agency/Group/Organization**	Community Healthcore (formerly Sabine Valley)
	Agency/Group/Organization Type	Services-Health Health Agency Regional organization
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Discussed medical & mental health needs of low-moderate income residents & prevalence of children with elevated blood lead levels.

Identify any Agency Types not consulted and provide rationale for not consulting

No agencies were excluded in the development of the plan. Domestic Violence, Inc. opted not to participate in the planning process for the Plan.

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Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Texarkana Homeless Coalition	Both plans analyze homeless needs & solutions.
PHA Consolidated 5 Year Plan	Housing Authority of Texarkana, TX	Both plans address public housing needs
MPO Texarkana Regional Transportation Plan	Metropolitan Planning Organization	Transportation planning for the region & city is essential in meeting the needs of low-moderate income residents

Table 3 – Other local / regional / federal planning efforts

Describe cooperation & coordination with other public entities, including the State & any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City of Texarkana, Texas enjoys a unique & challenging position in that it is a twin city to the City of Texarkana, Arkansas. The two cities share many things including infrastructure (roads, bridges, potable water systems, storm water systems & sewage systems), planning organizations (MPO, Ark-Tex Council of Governments), health care agencies (Wadley Regional Medical System, Christus St. Michael Health System), economic development (Chamber of Commerce) & other non-profit agencies (Randy Sams' Outreach Shelter, Salvation Army, Harvest Texarkana, Volunteer Center, Literacy Council, unique bi-state Workforce Development efforts). Consequently, collaborative planning is a necessity for the City & common practice. These agencies provide continual collaboration with the City in all aspects of community planning, including this Action Plan. Additionally, the City works closely with the Texarkana Housing Authority & has collaborated & provided funding for the renovation of existing public housing units.

Narrative (optional)

The Action Plan was developed in consultation with a wide range of public & private entities, including governmental & non-profit organizations knowledgeable about the needs of the low & moderate-income residents of Texarkana, & private citizens interested in, or affected by, the housing & community development activities discussed in the Plan. These contacts are part of a continuous process conducted in order to involve the broader community in assessing priority housing & community development needs; developing priorities, goals & objectives for addressing identified needs; & allocating available CDBG & other federal, state & local funding to activities that address priority needs.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal setting

The City of Texarkana has implemented actions to develop institutional structures & enhance coordination between city departments, housing providers & social service agencies, & foster assisted housing improvements & resident initiatives. Through public hearings & meetings held throughout the year, the City continues to utilize a network of contacts, referrals & partnerships to implement the strategies outlined in the Five-Year Consolidated Plan & re-enforced in each Annual Action Plan. The City will continue to build its relationship with local housing/service providers & the Housing Authority to ensure that the current limited housing resources are utilized in the most efficient manner possible & to meet the housing needs of extremely low, very low, & low-income renters & homeowners.
Texarkana Government Access Television provides public service & local government programming through Cable One. City Council meetings & other committee meetings are streamed on-line & archived. There is a municipal access channel (government access channel) that serves both Texas & Arkansas. Texarkana, Arkansas manages the channel with Texarkana Texas paying a management fee. The channel divides the time equally for both cities showing meetings, general information, links to resources & documents, PSAs & any other relevant information. The Planning & Community Development department oversees the CDBG grant. The Grant Administrator is responsible for the day-to-day operation of the program. The department works in conjunction with the City's Finance, Inspection, Public Works, Street, & Parks & Recreation Departments to oversee the development of the Action Plan & administer the programs & activities incorporated in the Plan.

Interviews with key stakeholders included CDBG & other City staff, Texarkana Housing Authority staff, Area Office on Aging staff, homeless providers, services providers, Bowie County Veterans Service Officer, banking providers provided the basis for much of the information in the Plan.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Survey	Non-English Speaking - Specify other language: Spanish Non-targeted/broad community	surveys completed online	surveys attached	all comments accepted	
2	Public Meeting	Non-targeted/broad community	No comments received at City Council/Public meeting held on July 11, 2022	No comments received	N/A	
3	Newspaper Ad	Non-English Speaking - Specify other language: Spanish	Public notices for meetings, comment period & availability of draft Annual Action Plan were placed in Amigo News, a local Spanish newspaper.	None received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Newspaper Ad	Non-targeted/broad community	Public notices for hearing, meetings, comment period & availability of draft Action Plan were placed in the Texarkana Gazette & on City's website.	No comments were received	N/A	
5	Social Media	Non-targeted/broad community	Public notices for hearing, meetings, comment period & availability of draft Action Plan were placed on the City's website & Facebook page.	No comments were received	N/A	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Information Dissemination	Non-targeted/broad community	Public notices for hearing, meetings, comment period & availability of draft Action Plan were placed on City water bills, TISD Student/Family Newsletter, Texarkana Farmers Market & Neighborhood Associations.	No comments were received	N/A	

Table 4 – Citizen Participation Outreach

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Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Texarkana will receive a CDBG allocation of $375,165 for PY 2022; $2,500 from Program Income; with the reallocated funds from previous years $125,000 for a total of $502,665 to be used for eligible CDBG activities.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	375,165	2,500	125,000	502,665	0	Expected Amount Available based on yearly allocation plus program income.

Table 5 - Expected Resources – Priority Table

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Explain how federal funds will leverage those additional resources (private, state, and local funds), including a description of how matching requirements will be satisfied

The City recognizes the importance of leveraging resources. It is estimated that over the course of the 5 Year Plan, these community development projects will bring $1.75 in private resources spent in the local economy for each grant dollar invested. Matching requirements will be met by in-kind donations of labor &/or materials. The programs listed above do not require matching funds. When matching funds are required, the City usually provides in-kind matching through labor & supplies or provides cash matches from the City's general funds.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Publicly owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, & scattered properties may be used to promote economic development, provide support for homeless programs &/or affordable housing in Texarkana. Additionally, publicly owned land may also be used to support public health activities, infrastructure & public services.

Discussion

Texarkana anticipates receiving federal funding over the next year from the Community Development Block Grant (CDBG) program. These funds will be used to fund projects which advance the goals identified in the 2022 Action Plan. Projects carried out using these federal funds over the next year will leverage additional funds from state & local government as well as private funding sources.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Down Payment & Closing Cost Assistance	2022	2022	Affordable Housing	City-Wide	Homeownership Assistance	CDBG: $10,000	Direct Financial Assistance to Homebuyers: Up to 2 Households Assisted
2	Public Services	2022	2022	Homeless Non-Homeless Special Needs Non-Housing Community Development	City-Wide	Public Services	CDBG: $55,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
3	Program Administration, Fair Housing Activities & Lead based paint information	2022	2022	Administration	City-Wide	Program Administration	CDBG: $75,000	Other : 1 Other
4	Housing Reconstruction	2022	2022	Affordable Housing	City-Wide	Affordable Housing	CDBG: $50,165	Affordable Housing Benefit: 2 household assisted
5	Public Improvements & Infrastructure	2022	2022	Non-Housing	City-Wide	Community Development	CDBG: $72,500	Sidewalks in LMI areas
6	Public Facilities & Parks	2022	2022	Non-Housing	City-Wide	Community Development	CDBG: $240,000	Bus Stop Covers & Community Gardens in LMI areas & park improvements in LMI areas

Table 6 – Goals Summary

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Goal Descriptions

1	**Goal Name**	Down Payment Assistance
	Goal Description	Funding for 50% of the down payment & all the closing costs for low-moderate first-time homebuyers.
2	**Goal Name**	Public Services
	Goal Description	Assistance will be provided to public service agencies that provide services to low-income families & those experiencing homelessness. Agencies providing services may include but not limited to Texas Homeless Network, Texarkana Homeless Coalition, Randy Sams' Outreach Shelter, Amachi Vision Corps and Boys & Girls Club.
3	**Goal Name**	Program Administration, Lead Based Paint info & Fair Housing info
	Goal Description	Management & oversight of the CDBG program. Fair Housing activities to be conducted or attended during Fair Housing month, April 2023 to distribute information. Lead based paint information will be distributed at all events attended by CDBG staff.
4	**Goal Name**	Housing Reconstruction
	Goal Description	Assistance to be provided for LMI household
5	**Goal Name**	Public Improvements & Infrastructure
	Goal Description	Sidewalks in LMI areas
6	**Goal Name**	Public Facilities & Parks
	Goal Description	City will install bus stop covers in LMI areas. City will install a new community garden in Rose Hill & New Town area (LMI neighborhoods). City will make improvements to parks in LMI areas – Finley Park & Scott Joplin Park. City will install new walking trail in Bell Park in New Town.

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Projects

AP-35 Projects – 91.220(d)

Introduction

The City of Texarkana will undertake activities that the meet the needs & objectives established by its Consolidated Plan & approved by City Council. As shown below, the City will owner-occupied reconstruction, down payment & closing costs assistance, sidewalk & tree planting, community gardens, improvements to parks in low-moderate areas, & public services.

Projects

#	Project Name
1	Down Payment & Closing Cost Assistance
2	Public Services
3	Administration
4	Housing Reconstruction
5	Public Improvements & Infrastructure
6	Public Facilities & Parks

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City of Texarkana responds to the needs expressed in public hearings & stakeholder meetings. Affordable housing (rental & homeownership) & public improvements were listed as high priorities. To improve the quality of life of all citizens in Texarkana, the City will work with service & housing providers to address both the need for additional affordable housing & supportive service needs. Construction of 20 affordable housing units is underway with the Grim project. The city paid off the loan in PY2021. The geographic areas of Beverly, downtown, New Town & other LMI neighborhoods were chosen because they have the greatest potential & greatest need.

The lack of additional funding is the major obstacle faced by the City when meeting underserved 00needs. The City will continue to investigate funding opportunities as they are identified.

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AP-38 Project Summary

Project Summary Information

1	**Project Name**	Down Payment Assistance
	Target Area	City-Wide
	Goals Supported	Down Payment Assistance
	Needs Addressed	Homeownership Assistance
	Funding	CDBG: $10,000
	Description	Down payment requirement & closing costs assistance to low-moderate first-time homebuyers
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	Up to one LMI first-time homebuyer may be assisted with 50% of the down payment & all the closing costs
	Location Description	Program will be offered to income eligible first-time homebuyers city-wide.
	Planned Activities	Up to one homebuyer may be assisted with down payment & closing costs during the program year.
2	**Project Name**	Public Services
	Target Area	City-Wide
	Goals Supported	Public Services
	Needs Addressed	Public Services
	Funding	CDBG: $55,000
	Description	Funding to non-profit agencies that provide services to low-moderate income individuals & families.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 100 individuals will benefit from the services offered by local non-profit agencies.
	Location Description	The program will be offered city-wide to income eligible clients.

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	Planned Activities	Supportive services including but not limited to life skills/job training classes, youth programs & coordinated entry vista program for persons experiencing homelessness, HMIS, youth & low-moderate income individuals & families.
3	**Project Name**	Program Administration
	Target Area	City Wide
	Goals Supported	Program Administration, Fair Housing Info, Lead based paint info
	Needs Addressed	Program Administration, Fair Housing Info, Lead based paint info
	Funding	CDBG: $75,000
	Description	Management & oversight of the CDBG & Section 108 Loan programs.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City Wide
	Planned Activities	Management & oversight of the CDBG & Section 108 Loan programs.
4	**Project Name**	Housing Reconstruction
	Target Area	City-Wide
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: $50,165
	Description	The City will assist one LMI household in demolition & reconstruction of their home to provide safe & livable affordable housing.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	1
	Location Description	City-wide

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	Planned Activities	The City will assist one LMI household in demolition & reconstruction of their home to provide safe & livable affordable housing.
5	**Project Name**	Public Improvements & Infrastructure
	Target Area	City-wide
	Goals Supported	Neighborhood Facilities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $72,500
	Description	City will install sidewalks in Rose Hill LMI areas
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	City-wide
	Planned Activities	City will install sidewalks in Rose Hill LMI areas
6	**Project Name**	Public Facilities & Parks
	Target Area	City-wide
	Goals Supported	Neighborhood Facilities
	Needs Addressed	Non-Housing Community Development
	Funding	CDBG: $240,000
	Description	City will install bus stop covers in LMI areas & community gardens in New Town LMI area. City will make improvements to parks in LMI areas – Finley Park & Scott Joplin Park. City will install new walking trail in Bell park in New Town.
	Target Date	9/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	75
	Location Description	City-wide LMI areas & New Town area

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	Planned Activities	City will install bus stop covers in LMI areas & community gardens in New Town LMI area. City will make improvements to parks in LMI areas – Finley Park & Scott Joplin Park. City will install new walking trail in Bell park in New Town.

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AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG funds area allocated city-wide to projects & activities that benefit low-moderate income persons & households or provide services to residents in a low-moderate income area. The Beverly, Rosehill, New Town, Liberty-Eylau neighborhoods & the Downtown area are the target areas that are selected for projects during PY22. The City has also elected to provide Owner-Occupied Housing Reconstruction as well as Down Payment Assistance city-wide for income eligible applicants.

Geographic Distribution

Target Area	Percentage of Funds
Downtown Area	20%
City-Wide	80%
Total	100%

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Texarkana responds to the needs expressed in public hearings, focus groups, surveys & stakeholder meetings. The Downtown area, Beverly community, Rosehill community & Liberty-Eylau community have been identified as areas where CDBG funds can be used for revitalization activities. The City will work with service & housing providers to address both the need for additional affordable housing & supportive service needs. The City will use CDBG funds to provide down payment & closing cost assistance to low-moderate income homebuyers, reconstruction to low-income homeowners, funding for public facilities & infrastructure projects in low-mod areas & continue to supportive services programs.

Discussion

The lack of additional funding is the major obstacle faced by the city when meeting underserved needs. The city will continue to investigate funding opportunities as they are identified & to expand programs when financially feasible.

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Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Affordable housing remains a high priority. Rising costs of construction, the availability of financing & the demand for a limited amount of land have combined to constrain affordable housing production. The result is significantly higher costs for housing when incomes are not rising at the same pace.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	20
Acquisition of Existing Units	4
Total	24

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The city provided CDBG funding in prior program years for twenty (20) new units of affordable housing being developed through the Grim Hotel project. The city will also offer down payment & closing costs assistance to one (1) qualified homebuyers if possible. City will offer housing reconstruction for one (1) qualified LMI household, install sidewalks in LMI areas, install community garden in New Town (LMI neighborhood), make improvements to parks in LMI areas – Finley Park & Scott Joplin Park & install bus stop covers in LMI areas.

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AP-60 Public Housing – 91.220(h)

Introduction

HATT has systematically replaced or revitalized aging inventory through the HOPE VI grant & currently through the Rental Assistance Demonstration program. Robison Terrace is the last property to be renovated through RAD. During the RAD conversion all residents were relocated to other HATT properties & relocation expenses were provided by HATT.

Actions planned during the next year to address the needs to public housing

HATT will continue the conversion to RAD & project-based vouchers to meet the housing needs of its residents. HATT will continue to improve the living environment of its residents by:

- Expanding public housing security efforts & continuing to work with the City's Police Department
- Developing educational, cultural, & supportive service programs to further foster social &
- economic independence for its residents
- Implementing programs that promote a healthy lifestyle
- Increasing youth programs for public housing residents by fostering partnerships in the community
- Increasing resident participation in the Resident's Executive Council.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HATT actively promotes resident involvement through Resident Councils, targeted outreach via website, flyers, emails, mailing lists, & community notice boards at all community centers on Housing Authority properties. HATT has a homeownership program & provides homebuyer education classes for public housing residents. Residents are encouraged to attend public hearing & meetings during the City's public participation process.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Housing Authority of Texarkana is not designated as a troubled public housing authority.

Discussion

Not Applicable

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AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Texarkana Homeless Coalition meets monthly to discuss issues & challenges in meeting the needs of those experiencing homelessness or at-risk of homelessness. Members of the Coalition represent service & housing providers, public housing staff, emergency services & city staff. The Texarkana Homeless Coalition is part of the Texas Balance of State Continuum of Care & that is managed by the Texas Homeless Network (THN), a statewide nonprofit agency. The Texas Balance of State CoC is made up of all service providers, advocates, local government officials, & citizens who work to eliminate homelessness in over 216 counties in Texas outside of most major metropolitan cities. THN assists local homeless coalitions with community-based planning to develop plans to end homelessness & new projects to fill gaps in housing & services.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City supports the Texarkana Homeless Coalition in its outreach & assessment efforts for homeless persons in the community by participating in Texarkana Homeless Coalition. The City will continue to organize stakeholder meetings to discuss & plan for more intensive outreach to those experiencing homelessness. There are no agencies in Texarkana that provide only outreach activities. Many agencies provide outreach to the specific population that they serve. The City uses CDBG funds to support these agencies in their efforts.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelter in Texarkana is provided by Randy Sams Outreach Shelter. Randy Sams is a low-barrier homeless shelter & an ID is not required to stay at the shelter. There are 112 emergency beds available for up to 90 days at a time. The shelter also provides showers, food, transportation & case services.

Rapid Re-Housing (formerly transitional housing) is provided by Randy Sams with 22 households receiving assistance & by Doorways Home providing 10 households with housing vouchers. Households in the Rapid Re-Housing programs pay subsidized rent & receive assistance with case management & life skill classes & job training. The development of a family shelter is crucial to meeting the needs of homeless families. In order to make homelessness short-lived & non-recurring, there is a need for additional Rapid Re-Housing vouchers & services.

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Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

There are no permanent supportive housing programs in Texarkana & the need for such housing is great. The Texarkana Homeless Coalition & the City will continue to identify agencies that have the capacity to expand their programs to provide permanent supportive housing. In order for chronically homeless individuals to maintain permanent housing, supportive services must be a part of their housing plan. Many chronically homeless & special needs populations will require long-term rental assistance since many are on disability incomes which do not cover the cost of housing plus living expenses. The average income for a person receiving Supplemental Security Income (SSI) is $750 per month. Coordinated Entry has facilitated the access of housing & services for many people experiencing homelessness, but the availability of affordable & decent housing does not meet the need.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals with severe mental health challenges often require transitional or permanent supportive housing including ongoing treatment, social services & housing assistance to recover & live independently. Homelessness prevention services are needed for ex-offenders & persons being discharged from mental health facilities for reentry into their communities. Currently in Texarkana, there are no programs targeted to assist these individuals. Randy Sams' is a low barrier shelter that provides emergency housing but only for a period of 90 days. The Coalition is discussing how to provide services & permanent housing solutions for these populations as well as unaccompanied youth. Youth aging out of foster care need transitional housing & supportive services. Lack of funding & lack of capacity of local agencies are the challenges to providing this type of housing.

The city will continue to use CDBG funds to support programs that address housing & service issues of those with special needs &/or at risk of becoming homeless. The largest obstacle is a lack of transitional & permanent supportive housing. The city will work with local service providers & provide funding when

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available & appropriate for programs that serve special needs populations.

Discussion

In PY2022, the City is assisting low-income &/or homeless persons by providing CDBG funding to agencies that provide supportive services to those experiencing homelessness. The challenges for providing an adequate supply of a variety of housing options are lack of funding & lack of capacity of the agencies to expand or create new programs. Efforts will be made during the year to identify ways to provide permanent supportive housing & a family shelter.

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AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

Many public & private sector policies & factors can create barriers to affordable housing for low-to-moderate income households. In general, the city's policies do not create undue barriers to affordable housing. The city has a fair housing ordinance which indirectly reduces the barriers to affordable housing by ensuring that all protected classes, many of whom are low-to-moderate income have equitable advantages to housing of choice. The city's development & building standards have been established to protect the citizenry & the general welfare of the community, which can result in higher costs for new & rehabilitated structures. The city uses all of the current international & national codes related to residential construction & rehabilitation as a means to protect the residents & the community as a whole. Development impact fees have been established to ensure that the developer carries the cost of development instead of the taxpayers. However, the impact fees & building standards can drive up the cost of new dwellings.

The adherence to building codes & impact fees are necessary & city-wide to protect the safety & wallets of the community as a whole. With the exception of zoning that prohibits development in or around unsafe areas, zoning ordinances are more flexible than building codes & development fees, & each zoning district does not provide a city-wide benefit. The zoning ordinance prohibits manufactured home parks & mobile homes & manufactured homes as fixed dwellings in all zoning districts. Manufactured home parks may be allowed with a specific use permit in districts zoned as agricultural; & HUD code manufactured homes as a fixed dwelling may be allowed in both agricultural & single family 3 zones, also with a specific use permit. Boarding & rooming houses may only be located within townhome & multi-family residential, commercial & planned development districts. This can be a barrier to group homes for special populations to be located in single-family districts.

Private sector barriers include:

- Developers reluctant to construct affordable housing or unable to secure Low Income Housing Tax Credit approval;
- Insufficient number of multi-family units;
- High number of vacant housing that is abandoned or uninhabitable, preventing new development on the lots;
- Sellers requiring higher down payments than LMI buyers can afford; &
- Credit & employment histories of many LMI buyers result in mortgage denial.

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Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Although policies & ordinances can affect the cost of housing, the city's Analysis of Impediments indicates that there are no significant institutional barriers to affordable housing in Texarkana, Texas. Housing costs in Texarkana are considerably lower than the state as a whole, with the city of Texarkana, Texas averaging $79 per square foot, the Texarkana metropolitan area averaging $77 per square foot, & Texas averaging $124 per square foot. The city is committed to maintaining & enhancing its policies that increase equal opportunity to housing for the lower income & protected classes.

To maintain the city's commitment to prevent barriers to affordable housing the city will:

- Maintain flexibility in zoning & building requirements when appropriate to allow for infill housing development;
- Complete the 20 units of affordable loft housing as part of the Grim Hotel project;
- Conduct outreach efforts to for-profit & non-profit builders & developers through funding & technical assistance to increase the supply of decent, affordable housing within low to moderate income neighborhoods as well as creation of affordable housing on a city-wide basis;
- Maintain an Affirmative Marketing Plan to directly market newly developed City-assisted housing units to minority groups least likely to apply to homeownership programs;
- Meet with local lenders & home builders to encourage the use of non-traditional client loan qualifying & loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification;
- Support local Continuum of Care efforts for homeless populations & provide ongoing support & technical assistance to the Texarkana Homeless Coalition;
- Work with local agencies that provide financial case management & credit counseling;
- Review & when applicable, revise the Fair Housing ordinance which ensures that fair housing options are available to its citizens;
- Monitor city-sponsored projects for equal access & compliance of the Fair Housing Act;
- Monitor code compliance to HQS & Fair Housing standards;
- Hold periodic Public Hearings providing information & requesting public comment on affordable & fair housing issues;
- Work with local housing service providers to conduct homebuyer & homeowner education;
- Conduct public outreach regarding availability of housing & housing assistance including translation of housing application materials into Spanish & maintains bi-lingual staff to assist applicants & clients who are not English proficient.

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Discussion:

The City is concerned with the shortage of affordable housing units that meet housing quality standards. Many of the units have been lost through abandonment of older properties. One way that the City is directly impacting the problem is the renovation & repurposing of the Grim Hotel. They will be constructing 20 affordable units in the hotel. The project began in PY2018 & will continue through PY2023. The other efforts with greatest effect are those where the City collaborates with the private non-profit & for-profit community as they provide affordable housing solutions.

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AP-85 Other Actions – 91.220(k)

Introduction:

The following actions will be undertaken to address obstacles to meeting underserved needs, foster & maintain affordable housing, reduce lead-based paint hazards, reduce the number of poverty level families, & develop institutional structure.

Actions planned to address obstacles to meeting underserved needs

Requests for funding far exceed the available entitlement dollars received by the City of Texarkana. The City will continue to partner with non-profit agencies to leverage its CDBG allocation so that the maximum benefit is achieved. The City will facilitate a stakeholder's meetings & participate in the Texarkana Homeless Coalition to identify unmet needs & to strategize on how to meet those needs.

Actions planned to foster and maintain affordable housing

The City will continue to support development of affordable housing by providing flexibility in its development standards that encourages the industry to seek community partners. The City will fund owner-occupied rehabilitation & improvements geared toward maintaining the house in a decent condition. The City will support Low Income Housing Tax Credit applications when the project is compatible with the City's goals & objectives.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazard identification & reduction strategies include education, outreach, & conformance with 24 CFR Part 35 regulations. The City distributes and maintains documentation of required information for homes built before 1978, including the EPA Lead-based Pamphlet, Notification of Lead Hazard Evaluation, & Notification of Lead Hazard Reduction. Lead-based paint information is included in the application package for housing rehabilitation & down payment assistance as well as distributed at events & neighborhood meetings.

Actions planned to reduce the number of poverty-level families

Texarkana addresses the problem of poverty through its strategic goals. Through a holistic approach that combines safe, decent affordable housing for low to moderate income households with social services, education, access to health services & employment. The city, as lead agency in the implementation of the Consolidated Plan, will coordinate with local organizations to ensure that goals are met & will

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continue to provide assistance to agencies that provide services to poverty level individuals & families.

Actions planned to develop institutional structure

The City will continue to make entitlement funds available to the community through issuance of subrecipient agreements. The City provides subrecipient training during the application phase, prior to the execution of subrecipient agreements & is available for technical assistance, if needed. The City distributes updated information on CDBG funded programs to subrecipients when appropriate. The City will maintain its webpage with up-to-date information as a resource for other city departments, general public & service/housing providers. The City is committed to meeting regularly with interested citizens & stakeholders to discuss community development issues.

The City recognizes the need to provide increased outreach to minority & non-English speaking residents. In an effort to reach these populations, the City held public hearings & community meetings with translation services to the Hispanic population at facilities located in low-moderate income areas. Public notices will be in English and Spanish & the City will advertise public hearings in the local newspaper & on their website.

Actions planned to enhance coordination between public and private housing and social service agencies

City staff will continue work with service providers, the local public housing authority, private housing resources & the Continuum of Care to ensure that there is awareness of the available resources & provide a conduit for communication & collaboration.

Discussion:

Since CDBG funding basically remains level, relationships are key to the success of housing, economic & community development efforts within the City of Texarkana. The City will continue to partner with service & housing providers to leverage CDBG funding in assisting the low to moderate residents of Texarkana.

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Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

It is the City of Texarkana's policy that 70% of the CDBG funds will be used to benefit low-moderate income people residing within the city limits. The City sets aside 15% of the allocation to fund public services & 20% to be used for administration of the program. The city anticipates using 70% of CDBG funds for projects involving low-to-moderate income people or in low-to-moderate income areas. Three years will be used to determine the minimum overall benefit.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit – A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

The city anticipates using 70% of CDBG funds for projects involving low-to-moderate income people or in low-to-moderate income areas. Three years will be used to determine the minimum overall benefit.

OMB Control No: 2506-0117 (exp. 09/30/2021)

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Attachments

Citizen Participation Comments

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Public Notice

NOTICE OF PUBLIC HEARINGS
& REQUEST FOR CITIZEN INPUT
ON THE CITY OF TEXARKANA, TEXAS 2020 COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) ANNUAL ACTION PLAN (AAP)

The City of Texarkana, Texas will receive $384,000 in Community Development Block Grant (CDBG) funds from the U.S. Department of Housing & Urban Development (HUD) for the fiscal year beginning October 1, 2022. As required by federal regulations, CDBG funds must be used to meet one of three National Objectives: 1) Eliminate slum & blight; 2) Assist low0income citizens; or 3) Urgent need/disaster relief. The 2022 Annual Action Plan (AAP) will detail the proposed usage of the CDBG funds for the next year in accordance with the city's Five Year CDBG Consolidated Plan priorities & strategies.

In accordance with the HUD Act of 1974, as amended, & with 24 CFR Part 91, & in furtherance of the city of Texarkana's commitment to facilitate the exchange of information between the city & its citizens, the city initiated public meetings & opportunities for citizen input & comments regarding the development & adoption of the 2022 AAP Draft.

Citizens from across the city assisted staff through community meetings & surveys & now have the opportunity to comment on the adoption of the 2022 AAP Draft. Upcoming Texarkana, Texas City Council meetings will provide information regarding the range of activities that are expected to be undertaken & the estimated amount of the anticipated funds that will be utilized to benefit low to moderate income persons.

Citizens are encouraged to attend the upcoming Public Meeting to offer input on the 2022 AAP Draft. A First Briefing will be held on June 13, 2022 & a Public Meeting & council vote will occur on July 11, 2022. All meetings will be at 6 PM at Texas City Hall located at 220 Texas Blvd, Texarkana, Texas.

The Public Comment Period is from June 12, 2022 to July 11, 2022. Written comments regarding the AAP, identified needs, strategies, or the proposed usage of funds should be sent to Betsy Freeman, Grant Administrator, City of Texarkana, 220 Texas Blvd, Texarkana, TX 75501 no later than July 11, 2022 at 5pm. Written responses will be provided if name & return address are included. The 2022 AAP Draft is available at the Planning & Community Development Office in City Hall or online at the city's website: http://ci.texarkana.tx.us Comments may also be submitted through survey at: https://surveymonkey.com/r/M79R7M

All public hearings are held in facilities that are wheelchair accessible & provide handicapped parking. Interpretive services for deaf or non-English speaking citizens will be available with an advance notice of 48 hours. Arrangements for such services can be made by calling the City of Texarkana at 903-798-3902 or through the Federal Information Relay Service at 1-800-877-8339 for TTY/Voice communication.

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Grantee Unique Appendices

Attachment: 2022-054 ATTH 02 Annual Action Plan PY2022 Final (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

Grantee SF-424's and Certification(s)

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Original Submission

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-054 Goals & Perspectives (3704 : 2022-054 RES Adopting CDBG 2022 Program Year Annual Action)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 6/23/2022 11:55 AM

Lead Department: Economic Development **Action Officer:** Lisa Thompson, Economic Development/PIO

Subject: Joint Resolution No. 2022-058 authorizing the City Manager, in conjunction with Texarkana, Arkansas, to reach an agreement with Bird Rides, Inc., to launch a pilot scooter program in Texarkana, USA.

Briefing: 7/11/2022 **Public Hearing:** **Council Vote:** 7/11/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bird Scooters was founded in 2017; a micromobility company focused on shared electric vehicles. Since then, they have expanded their services to five continents, 25 countries, and 400 cities, including cities such as Little Rock, Arkansas, McAlester, OK, Canyon, TX, Little Elm, TX, Russellville, AR and Beaumont, TX.

The scooters will be operated from an app that users will download on their mobile device. Each ride costs at least $7, and is charged by the minute with a initial $1 fee. Users must be 18 or older to ride, and complete a safety tutorial before beginning. There are discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

The scooters are tracked with GPS, and are geo-fenced, so the scooter will not operate if taken out of the designated area. There are also slow zones, depending on the geo-fence technology set up before the program is launched. Recommended parking areas will be set up throughout the community.

Bird is proposing to launch between 100-200 scooters in Texarkana beginning in late July or early August. For each ride, the City will receive $0.10 from Bird. The pilot program will last for 12 months.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-058 RES Joint Resolution Agreement with Bird Scootersjtrvsdclean (DOCX)
b. 2022-058 ATTH 01 Texarkana TX Pilot Operating Agreementjtrvsdclean0623 (DOCX)
c. 2022-058 ATTH 02 Bird Economic Impact Study (PDF)
d. 2022-058 ATTH 03 Bird FAQ (PDF)
e. 2022-058 ATTH 04 Texarkana E-scooter Program '22 (PDF)
f. 2022-058 Goals & Perspectives (DOCX)

Staff Coordination

Economic Development	Completed	Lisa Thompson 06/02/2022 12:56 PM	Department Head Review	
City Manager	David Orr	City Manager Review	Completed	06/02/2022 1:44 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

Short Title: Joint Resolution No. 2022-058 authorizing the City Managers of Texarkana, Arkansas, and Texarkana, Texas, to enter into an agreement with Bird Rides, Inc.

Texarkana, Texas: Resolution No. 2022-058

Texarkana, Arkansas: Resolution No. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AND THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS, LAUNCHING A PILOT SCOOTER PROGRAM IN TEXARKANA, USA; AUTHORIZING EACH CITY'S RESPECTIVE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIRD RIDES, INC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Cities of Texarkana, Texas, and Texarkana, Arkansas, (the "Cities"), have shared interests in the success of Texarkana, USA; and

WHEREAS, the two Cities have a shared interest in the revitalization in downtown Texarkana, USA; and

WHEREAS, mobility around downtown and between the two Cities will increase consumer spending and tourism in downtown Texarkana, Texas, and Texarkana, Arkansas; and

WHEREAS, accessibility to scooters across Texarkana, USA, will increase mobility for residents, and benefit the community; and

WHEREAS, the two Cities are working together to establish a Pilot Program (the "Program") and reach a mutually beneficial agreement with Bird Rides, Inc.; and

WHEREAS, the term of the Program agreement shall be July 11, 2022, through June 30, 2023, with the potential for renewals, and is at no cost to the Cities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AND THE BOARD OF DIRECTORS OF THE CITY OF TEXARKANA, ARKANSAS:

SECTION 1: City Manager Jay Ellington for Texarkana, Arkansas, and City Manager David Orr for Texarkana, Texas, are authorized to enter into an agreement with Bird Rides, Inc. to establish the terms and conditions of a Pilot Program for the provision of scooters within the Cities, and to execute any and all documents necessary to effectuate such agreement and Program.

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

Attachment: 2022-058 RES Joint Resolution Agreement with Bird Scootersjtrvsdclean (3709 : 2022-058 RES (Joint) Agreement with Bird

Texarkana, Texas: PASSED AND APPROVED in Regular Council Session on this the __ day of _____, 2022.

Texarkana, Arkansas: PASSED AND APPROVED this _____ day of _____, 2022.

TEXARKANA, TEXAS:

_____
Bob Bruggeman, Mayor

ATTEST:

_____
Jennifer Evans, City Secretary

TEXARKANA, ARKANSAS:

_____
Allen L. Brown, Mayor

ATTEST:

_____
Heather Soyars, City Clerk

Attachment: 2022-058 RES Joint Resolution Agreement with Bird Scootersjtrvsdclean (3709 : 2022-058 RES (Joint) Agreement with Bird

PILOT OPERATING AGREEMENT

This Pilot Operating Agreement (the "Agreement") is entered into by and between Bird Rides, Inc., located at 406 Broadway #369 Santa Monica, CA 90401 ("Company"), and Texarkana located at _____ (the "City ") as of [ ] __, 2022.

1. **Statement and Purpose**

The purpose of this Agreement is to establish rules and regulations governing the pilot operation of a Stand-up Electric Scooter sharing system within the City while this Agreement is in effect (the "Pilot"), and to ensure that the Pilot is consistent with the safety and well-being of bicyclists, pedestrians, and other users of the public rights-of-way.

2. **Scope**

This Agreement and its terms apply to any proposed deployment of Stand-up Electric Scooter sharing systems within City's jurisdictional boundaries. No person shall deploy a Stand-up Electric Scooter sharing system in the City in violation of this Agreement. This Agreement and the Pilot shall remain in effect for a period of twelve months and shall automatically renew for successive twelve month periods unless either party provides written notice to the other of its intention not to renew at least thirty (30) days prior to the end of the then-current term.

3. **Procedures**

During the initial twelve month term, Company shall be the sole provider of Stand-up Electric Scooter sharing systems within City's jurisdictional boundaries for the Pilot, contingent upon compliance with the terms of this Agreement. Upon completion of the initial twelve months, the City shall reassess the exclusivity provision of this Agreement. Upon effectiveness of this Agreement, Company shall provide an affidavit of compliance with the terms of this Agreement and provide appropriate indemnification.

4. **Operating Regulations**

a. Company, and/or its service providers, agents or assigns, shall be responsible for operating a Stand-up Electric Scooter program in the City with the below requirements.
b. "Stand-up Electric Scooter" shall mean a device weighing less than 150 pounds, that (i) has handlebars and an electric motor, (ii) is solely powered by the electric motor and/or human power, and (iii) has a maximum speed of no more than 20 mph on a paved level surface when powered solely by the electric motor.
c. While this Agreement and Pilot are in effect, Company shall pay the City a revenue-share of $0.10 per ride. Company shall pay the revenue-share to the City on a quarterly basis, in arrears within 30 days from the end of the preceding month.

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d. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles in bike lanes and on bike paths. Users of Stand-up Electric Scooters shall be 18 or older. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.
e. Company shall provide easily visible contact information, including toll-free phone number and/or e-mail address on each Stand-up Electric Scooter for members of the public to make relocation requests or to report other issues with devices.
f. Hours of operation when Company's Stand-up Electric Scooters will be made available to rent in C are 4 a.m. to midnight (local time).

5. **Parking**

a. Users of Stand-up Electric Scooters shall park devices in authorized areas of the sidewalk, beside a bicycle rack or in another area specifically designated for bicycle parking, or on the street next to an unmarked curb.
b. Users shall not park Stand-up Electric Scooters in such a manner as to block the pedestrian clear zone area of the sidewalk; any fire hydrant, call box, or other emergency facility; bus bench; or utility pole or box.
c. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any commercial window display or access to or from any building.
d. Users shall not park Stand-up Electric Scooters in such a manner as to impede or interfere with the reasonable use of any bicycle rack or news rack.
e. Users may park Stand-up Electric Scooters in on-street parking spaces in the following circumstances:
    i. When marked parking spaces are officially designated stations for such devices in business districts;
    ii. Where there is no furniture zone;
    iii. In neighborhoods with rolled curbs, or with inadequate sidewalk space;
    iv. In marked parking spaces designated for motorcycles.
f. Users may park Stand-up Electric Scooters on blocks without sidewalks only if the travel lane(s) and 6-foot pedestrian clear zone are not impeded.
g. Users shall not park Stand-up Electric Scooters in the landscape zone directly adjacent to or within the following areas, such that access is impeded:
    i. Transit zones, including bus stops, shelters, passenger waiting areas and bus layover and staging zones, except at existing bicycle racks;
    ii. Loading zones;
    iii. Disabled parking zone;
    iv. Street furniture that requires pedestrian access (e.g., benches, parking pay stations, bus shelters, transit information signs, etc.);
    v. Curb ramps;
    vi. Entryways; and

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vii. Driveways.

h. The City reserves the right to determine certain areas where scooter parking is prohibited.

i. Users of Stand-up Electric Scooters who violate these provisions may be fined by City consistent with fines for cyclists.

j. City and Company will collaboratively identify designated scooter parking zones ("Scooter Housing Zones") where Company may stage its Stand-up Electric Scooters in permitted parking areas as described in this section. To the extent Company desires to stage Stand-up Electric Scooters in areas other than approved public right-of-way areas, Company must first obtain the right to do so from the appropriate City department, property owner, or public agency.

6. **Operations/Maintenance**

a. Company shall maintain 24-hour customer service for customers to report safety concerns, complaints, or to ask questions. Company shall maintain a multilingual website, call center, and/or mobile app customer interface that is available twenty-four hours a day, seven days a week. The aforementioned shall be compliant with the Americans with Disabilities Act.

b. In the event a safety or maintenance issue is reported for a specific device, that Stand-up Electric Scooter shall be made unavailable to users and shall be removed within the timeframes provided herein. Any inoperable or unsafe device shall be repaired before it is put back into service.

c. Company shall be responsible for maintaining all scooters in the Pilot, and shall be responsible for all maintenance and service costs in order to maintain the scooters.

d. Company shall respond to reports of incorrectly parked Stand-up Electric Scooters, Stand-up Electric Scooters continuously parked in one location for more than 72 hours, or unsafe/inoperable Stand-up Electric Scooters, by relocating, re-parking, or removing the Stand-up Electric Scooters, as appropriate, within 24 hours of receiving notice that must include the location of the Stand-up Electric Scooter.

e. Company shall give City access to immediately be able to unlock or remove scooters that are blocking access to City's Right-of-Way and that are creating a safety hazard.

f. Company shall provide notice to all users that:

i. Stand-up Electric Scooters are to be ridden on streets, and where available, in bike lanes and bike paths;

ii. Stand-up Electric Scooters are to stay to the right of street lanes and to offer the right of way to bicycles on bike lanes and bike paths;

iii. Helmets are encouraged for all users;

iv. Parking must be done in the designated areas; and

v. Riding responsibly is encouraged.

g. Stand-up Electric Scooter riders are required to take a photo whenever they park their scooter at the end of a ride.

h. Company shall provide education to Stand-up Electric Scooter riders on the City's existing rules and regulations, safe and courteous riding, and proper parking.

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7. **Data Sharing**

City may require Company to provide anonymized fleet and ride activity data for all trips starting or ending within the jurisdiction of City on any vehicle of Company or of any person or company controlled by, controlling, or under common control with Company, provided that, to ensure individual privacy:

a. such data is provided via an application programming interface, subject to Company's license agreement for such interface, in compliance with a national data format specification such as the Mobility Data Specification;
b. any such data provided shall be treated as trade secret and proprietary business information, shall not be shared to third parties without Company's consent, and shall not be treated as owned by the local authority; and
c. such data shall be considered personally identifiable information, and shall under no circumstances be disclosed pursuant to public records requests received by the local authority without prior aggregation or obfuscation to protect individual privacy, unless required by the Attorney General's Office or by court order.

8. **Condition of City Right-of-Ways/No Liability**

a. Company and City agree and acknowledge that City is making its Right-of-Way available to Company in an "AS IS" and "WITH ALL FAULTS" condition. City is making no representations or warranties concerning the condition of any Right-of-Way or City Property or its suitability for use by Company, its customers, or invitees, and assumes no duty to warn Company or its customers, or invitees concerning any condition that may exist now or that may arise in the future.

b. City assumes no liability for loss or damage to Company's scooters or any other property, whether real or personal. Company agrees that City is not responsible for providing security at any location where Company's scooters are stored or located, or where they are used. Company hereby waives any claim against City in the event of damage to Company scooters or any other lost or damaged property.

c. Company agrees to repair, replace or otherwise restore any part or item of real or personal property that is damaged, lost or destroyed as a result of the Company's use of Right-of-Way or City Property. Should Company fail to repair, replace or otherwise restore such real or personal property, Company agrees to pay City's cost in making such repairs, replacements or restorations.

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9. **Indemnification**

Company agrees to indemnify, defend and hold harmless City (and City's employees, agents and affiliates) from and against all actions, damages or claims brought against City arising out of Company's negligence or willful misconduct. City expressly acknowledges that in no event shall Company be liable for any special, indirect, consequential or punitive damages. Company's indemnification obligations shall survive for a period of two (2) years after expiration of this Agreement. Company shall have sole control of any defense; City shall not consent to the entry of a judgment or enter into any settlement without the prior written consent of Company.

10. **Insurance**

Company shall provide City with proof of insurance coverage exclusively for the operation of Stand-up Electric Scooters including: (a) Commercial General Liability insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $2,000,000.00 aggregate; (b) Automobile Insurance coverage with a limit of no less than $1,000,000.00 each occurrence and $1,000,000.00 aggregate; (c) Umbrella or Excess Liability coverage with a limit of no less than $5,000,000.00 each occurrence/aggregate; and (d) where Company employs persons within the City , Workers' Compensation coverage of no less than the statutory requirement.

11. **Default**

In the event Company is in default in any of the terms and conditions in this Agreement, and such default continues for a period of ten (10) calendar days after City notifies Company of such default, City may, at its election, terminate this Agreement. Upon such termination all rights of Company hereunder shall cease.

12. **Termination**

This Agreement may be terminated upon an event of Default, or for convenience by either party upon giving sixty (60) days' written notice to the other party. Upon termination of this Agreement due to default or upon proper notice, Company will immediately vacate City's right-of-way and property, removing all improvements and personal property within thirty (30) calendar days so as to return City's right-of-way and property to the condition in which it existed on the date this Agreement was executed. All personal property not removed within thirty (30) days of City's request shall become City's property at no cost or expense to City.

13. Miscellaneous

a. **Notices.** All notices and communications to the City from Company shall be made in writing (includes electronic communications) and sent to the address below.

b. **Independent Contractors**. In carrying out their responsibilities, the parties shall remain independent contractors, and nothing herein shall be interpreted or intended to create a partnership, joint venture, employment, agency, franchise or other form of agreement or relationship.

c. **Jurisdiction and Venue**. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall be in Bowie County, Texas.

d. **Severability.** If any term, condition or provision of this Agreement or the application thereof to any circumstance or party hereto, is invalid or unenforceable as against any person or, as to certain circumstances, then the remainder of this Agreement and the applicability of such term, condition or provision to other persons or circumstances shall not be affected thereby. Each term, condition or provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

e. Amendment and Modification. This Agreement shall not be modified or amended except by an instrument in writing executed by or on behalf of an authorized representative of City and Company.

f. Assignment or Subletting. This Agreement may not be assigned or sublet by Company, in whole or in part, without the prior written consent of City.

City of Texarkana, TX **Bird Rides, Inc.**

Signed By:

Signature:_____ Signature:_____

Print Name: David Orr, City Manager_____ Print Name: _____

Title: _____ Title: _____

Address:_____

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Attachment: 2022-058 ATTH 02 Bird Economic Impact Study (3709 : 2022-058 RES (Joint) Agreement with Bird Scooters)

Wheels to Meals: Measuring the Impact of Micromobility on Local Food Sector Demand

Electronic copy available at: https://ssrn.com/abstract=3802082

Attachment: 2022-058 ATTH 02 Bird Economic Impact Study (3709 : 2022-058 RES (Joint) Agreement with Bird Scooters)

Abstract

Dockless shared micromobility services have grown significantly in recent years, but their impact upon consumer demand has remained largely unstudied. The authors estimate how the largest and fastest growing subsegment of this market – the dockless electric scooter ('e-scooter') sharing industry – impacts local food sector demand, one of the largest segments of the local economy. Using a novel collection of data sources, the authors find that the introduction of e-scooters into a city, and increases in the deployment of e-scooters within that city, have significant positive impacts upon overall spending in this sector. However, these impacts vary by category, with strong positive effects upon quick service restaurant, other food and beverage store, and grocery spending, and a negative effect upon sitdown restaurant spending. These effects are most significant for large companies that individuals have bought at before, selling at average price points, and do not vary significantly as a function of income. The analysis suggests that these spillovers are economically significant, increasing local food sector spending in cities such as Austin and Washington D.C. by approximately 0.6% over our study period.

Keywords: micromobility, sharing economy, electric scooters

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Dockless shared micromobility has grown significantly since its inception in late 2017. It is a shared transportation service in which companies make low-speed vehicles – electric scooters ('e-scooters') and electric bicycles – available to consumers in any approved location, and enable consumers to find and rent them on a short-term basis through mobile apps. We focus upon the e-scooter industry, which is the largest and fastest growing subsegment of the dockless shared mobility industry. Over 100 thousand e-scooters were deployed in the United States in 2019[1] and many more in the rest of the world.[2] E-scooters have become a popular form of last-mile transportation due to their convenience and ease of use for consumers, and their ability to help cities meet mobility, climate/emissions and equity goals (City of Portland 2019, City of Washington D.C. 2018).

The research question we study in this paper is the impact of e-scooters on consumer demand – when a city allows e-scooters to operate in it, and the number of e-scooters deployed (i.e., are on the road, operable and thus available to but need not be ridden) in that city increases, what effect does this have upon spending at local businesses? If the effect is positive, then the beneficial impact of e-scooter programs on local GDP growth (and thus job creation and sales tax revenue) may make city legislators more amenable, on the margin, to e-scooter programs, and restaurants more active proponents of them as well. This would also have implications for e-scooter companies, who may look to leverage this information through partnerships and advertising opportunities.

While it is an empirical question whether or not the deployment of e-scooters creates incremental demand for local businesses, anecdotal evidence from city-sponsored e-scooter survey reports suggests that e-scooter programs create positive economic externalities (City of Atlanta 2019a, City of Austin 2018, City of Minneapolis 2019, Lime & City of San Francisco 2018, City of Portland 2019, City of Santa Monica 2019). Some local news reports are also suggestive. For example, Red Deer, a city in Alberta Canada, saw a significant increase in restaurant activity after e-scooters were allowed to operate in the city.[3] Brandon Bouchard, a local restaurant manager, had noted "the e-scooters had a positive impact immediately. The day after they arrived, we saw an increase in revenue".

Our intended contribution in this article is to more formally evaluate this question, quan-

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tifying the economic externalities that e-scooter deployment creates for the food sector, one of the largest segments of the local economy. We do so by leveraging a unique panel data set from Bloomberg Second Measure, a consumer data analytics company that observes credit and debit transactions for more than four million individuals over five years. Through this data set, we observe individual-level purchase behavior at all 536 companies in their coverage universe within the food sector – full service restaurants, quick service restaurants (QSRs), other food and beverage stores, and grocery stores. This data set also contains income at the individual-level for each panel member on an annual basis. We augment this transactional data with data summarizing the total number of e-scooters deployed each day within a collection of cities, obtained (typically through Freedom of Information Act requests) from the cities themselves.

In our main analyses, we analyze data for eight cities. Four of these cities allowed e-scooters to operate at some point within our observation period from October 2017 to July 2019 (the "treatment cities"), while the other four cities were similar to the treatment cities in terms of observable sociodemographic variables, but did not allow e-scooters to operate over that same window of time (the "control cities"). Leveraging the quasi-randomness of regulation-driven e-scooter program size, our main analysis treats e-scooter deployment as a continuous measure, comparing individual-level spending in these two group of cities using a fixed effects regression model and coarsened exact matching to account for observed and unobserved confoundedness. We also run a number of placebo tests, robustness checks and additional analyses that support the exogeneity of our causal variable, ensure that our results are not sensitive to the exact specification that we choose, and rule out alternative explanations.

While these analyses support the validity of our main analysis, and that our main analysis most appropriately characterizes the impact of e-scooters on food spending, concerns about the exogeneity of e-scooter deployments may persist. To address these concerns, we run a second analysis which uses a binary e-scooter deployment measure, representing whether or not an e-scooter program was active at the time. While such an analysis cannot properly account for the impact of variation in the number of e-scooters deployed over time, the

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exogeneity of the exact timing of when city regulators decide to allow e-scooters to operate in a city is cleaner. As we will show, the results from this analysis are consistent with the results from our main analysis, supporting the validity of both analyses.

Our main result is that e-scooter deployment does indeed generate significant positive economic spillover for the food sector as a whole, but that its effect is heterogeneous by subsector. We observe that e-scooter usage has a significantly positive effect upon spending at QSRs such as McDonald's and Chipotle, other food and beverage stores such as Baskin Robbins and Krispy Kreme Doughnuts, and grocery stores. In contrast, we infer a significantly negative effect upon spending at sitdown restaurants such as Applebee's and Morton's Steakhouse. While the impact upon the food sector as a whole (i.e., summing across all categories) is significantly positive and the absolute magnitude of the impact in the sitdown category is less than half that of the next smallest impact, it does nevertheless imply redistribution within the sector, with some categories faring less well than others.

The results are economically meaningful. We estimate that the average uplift in spend over a six-month period due to the introduction of an e-scooter program was approximately $1.1 thousand per e-scooter deployed across the four cities we study, a 0.58% increase relative to what would have been spent if no e-scooters were deployed. While many other factors drive the overall attractiveness of allowing e-scooters to operate in a city, this analysis suggests that the effects on the local economy should not be ignored.

Our paper joins a growing literature studying the effects of growth in the sharing economy, with Airbnb being the company most studied. Zervas, Proserpio, and Byers (2017) studies Airbnb's entry into the state of Texas and quantify its economic impact on the hotel industry. Basuroy, Kim, and Proserpio (2020) studies Airbnb's effect upon the restaurant industry, while Barron, Kung, and Proserpio (2021) analyzes its effect upon housing affordability. These papers are similar to ours in that they seek to quantify Airbnb's impact upon a target measure of interest (e.g., hotel or restaurant revenue, home prices, and housing rental rates). Our paper is different and complementary to these papers in three important ways: we study the impact of (1) the e-scooter category (2) upon individual-level consumer spending (3) across the food sector as a whole, and its underlying categories. Outside of

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these papers, there are no extant policy evaluation studies in micromobility, to the best of our knowledge.

The rest of the paper is organized as follows. In the next section, we summarize the data we use to perform the analysis. We then develop our model and discuss its identification, provide the main empirical results, and outline the robustness checks that we performed before concluding with a discussion of the results and future work.

DATA

We leverage a unique collection of data sources to perform our analysis. We obtain individual-level transactional data for the food sector from Bloomberg Second Measure, an alternative data firm that has access to anonymized credit and debit card transactions for approximately four million U.S. consumers at the daily level. We also obtain income data for all panel members on an annual basis from Bloomberg Second Measure, as measured through direct deposit payments. We collect e-scooter deployments data – the total unique count of e-scooters in particular cities that are available to be ridden but need not be on a given day – from local governments. Finally, we obtain daily historical precipitation and temperature data for each city to control for the impact of weather. Table 1 summarizes the data, which we describe in more detail in the sections that follow.

Our unit of analysis is an individual over a daily unit of time. Although we could in theory marginalize our data across customers and perform an aggregate city-level analysis as in Zervas, Proserpio, and Byers (2017), we proceed at the individual-level instead because it confers two main benefits relative to an aggregate-level analysis in our empirical setting. First, even though e-scooters have become more popular in recent years, they are still a small proportion of overall transportation. As such, the effects that we would expect to see at the aggregate-level would be dominated by other sources of variation that are unrelated to the phenomenon that we are studying. Second, an individual-level analysis provides us with significantly greater visibility into the effects that an e-scooter program has, and how those effects vary across customers – it enables us to study heterogeneous treatment effects as a function of individual-specific features, for example. For these reasons, we leave the

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Table 1: Summary of Data Sources

Category	Data Source	Time Interval	Temporal Granularity	Data Comments
Purchase Behavior	Bloomberg Second Measure	1/1/2015 - 7/31/2019*	Daily	Anonymized credit card and debit transactions for 98,054 consumers who were active over the duration of their dataset. Tokenized transaction-level data for all firms tracked in four NAICS codes: full-service restaurants (141 companies), quick-service restaurants (185), snacks and non-alcoholic beverage companies (106), and grocers (104). Data for all individuals in 8 cities: Atlanta, Austin, Boston, Houston, Philadelphia, San Francisco, Seattle, and Washington D.C. Data for New York City was also collected for a robustness check.
E-scooter Deployments	Atlanta	2/1/2019 - 7/31/2019*	Daily	
	Austin	1/1/2019 - 7/31/2019*	Daily	
	San Francisco	11/1/2018 - 7/31/2019*	Daily	
	Washington DC	1/1/2019 - 7/31/2019*	Daily	
Controls	Bloomberg Second Measure	2015 - 2020	Yearly	Panel members' annual income
	NOAA	1/1/2015 - 7/31/2019*	Daily	City-level average temperature and precipitation

Note: *Data through February 29 2020 was also collected for a robustness check.

data in its most granular form instead of aggregating it across customers. We proceed with a daily unit of time because this is the temporal granularity of the spending and e-scooter deployments data.

Transactional Data

Our transactional data is an individual-level purchasing panel data set provided by Bloomberg Second Measure, which observes credit and debit transactions associated with anonymized individuals within their panel. It also observes the location (at the city-level) associated with most transactions, which they use to infer the location of each individual on a daily basis. For our main analysis, the cities we study with active e-scooter programs during the observation period are Atlanta, Austin, San Francisco, and Washington DC, while the cities we study in which e-scooters did not operate are Boston, Houston, Philadelphia, and Seattle.[4] We also use data from New York City, which did not allow e-scooters to operate during the observation period, as a robustness check.

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The observation period for our main analysis is comprised of a pre-period, over which both treatment and control cities do not have e-scooter programs, and a post-period, over which treatment cities have e-scooter programs but control cities do not. In our main analysis, we restrict ourselves to six-month pre- and post-periods, but also run a robustness check in which we incorporate data for all cities through February 2020.

We pre-process the data to ensure that individuals lived within one of the target cities of interest without distortions stemming from acquisition into and churn out of the panel and to remove all effectively inactive accounts. The resulting panel in our cities of interest consists of 98,054 individuals. For preprocessing details, see Web Appendix A.

Our transaction data is a subsample – we do not have data for every individual in the cities we study. As such, while Bloomberg is a large financial services firm, and Bloomberg Second Measure's panel is very large (approximately 3% of all credit and debit transactions in the U.S.), there may still be concerns regarding the representativeness of our panel members. We empirically assess this by further obtaining total daily e-scooter trips data from the city governments that had sent us e-scooter deployments data through additional Freedom of Information Act (FOIA) requests, providing us with "gold standard" population-level city-specific consumption data which we can compare our panel data to. The daily correlation between total e-scooter trips as measured through our panel and e-scooter trips disclosed to us by city governments was 88% over the full 2019 calendar year. While not perfect (likely due in part to the fact that we do not actually observe e-scooter trips in the credit card panel, but rather purchase-days), it is nevertheless very strong, supporting the notion that usage trends observed in our panel are reflective of what is happening at the population-level.

We obtain individual-level transaction data for all companies classified as sitdown restaurants (NAICS 722511, 141 companies), quick service restaurants (NAICS 722513, 185 companies), snacks and non-alcoholic beverages (NAICS 722515, 106 companies), and grocers (NAICS 445110, 104 companies) in the Bloomberg Second Measure data set. In Web Appendix B, we list all 536 companies in these categories.

Statistics summarizing purchase frequency and amount across individuals in each category are provided in Table 2. For example, we observe that 51.9% of the individuals within

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our panel visited a QSR at least once over the observation window, that panel members collectively make 4.35 purchases per month in the QSR category given that they are active in the month, spending $13.94 each purchase-day, on average.

Table 2: Summary Statistics for Food Spending per Customer by Category

	Active Panel Members		Average Purchase Frequency per Month ($)		Spend per Purchase-Day ($)	
Category	Count	Share of Panel	Mean	St. Dev	Mean	St. Dev
QSR	44,211	51.9%	4.35	0.70	13.94	6.32
Sitdown	30,605	39.1%	1.53	0.12	47.99	50.48
Snack	40,803	48.5%	3.10	0.18	10.47	9.45
Grocery	40,406	49.1%	4.92	0.61	51.95	61.82

Note: Active panel members indicates people who made a purchase at least once during the observation period. Count is the number of active panel members, and share of panel represents the proportion of active panel members out of the full panel. Average purchase frequency per month is the total number of purchase-days per member-month, averaging across all member-months in which there was at least one purchase. Spend per purchase-day is spend amount per day, averaging across all purchase-days.

E-scooter Deployment Data

Our causal variable is the deployment of e-scooters, or the number of e-scooters on the road and available to be ridden (i.e., are not damaged or otherwise inoperable) on a given day. E-scooter companies regularly collect e-scooter deployment data, and are required to disclose it to local governments in cities they operate in to confirm compliance with local regulations – cities have strict requirements regarding how many e-scooters can be deployed each day. Many city governments are willing to disclose e-scooter deployment data for all e-scooter companies in their city when requested through FOIA requests – this is the primary means through which we obtain data from local governments.

The exact measure we use is the average number of e-scooters deployed over daytime hours, a standard measure over which the vast majority of trips occur. In Atlanta, e-scooter usage is banned outside of daytime hours (Smith 2019). Even on weekends, and despite having no ban on nighttime riding, 97% of all e-scooter trips in Washington DC happen during daytime hours, according to data provided to us from city representatives. Similarly, San Francisco, which also had no ban upon nighttime riding, had 94% of e-scooter trips

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happening during daytime hours.

We use all e-scooter deployment data that local governments have available, which does not always go back to the beginning of e-scooter operations. Data was recorded infrequently as e-scooters were first rolled out – for some time, e-scooters operated in cities before legislation sanctioned and regulated their use. The introduction of city regulatory guidelines coincided with the adoption of a data recording standard known as the "Mobility Data Specification" (MDS) in mid-2018. These two trends improved the volume, consistency, and availability of deployment data from governments thereafter. For these reasons, it is often the case that the deployment data we receive from city governments begins after e-scooters were first introduced into those cities. To ensure that our pre-period is not contaminated by e-scooter usage, then, we use as our pre-period the window of time prior to e-scooter rollout. Our analysis effectively thus represents the impact of e-scooter programs in "steady state," after the short (and typically small) censored initial rollout phase.

For our main analysis, we restrict our post-period to six months after data first comes available, but run a robustness check using all available data through the end of February 2020. For details, see Web Appendix C.

Auxiliary Data

It is plausible that individual-level variation in disposable income over time may influence spending behavior. Therefore, we obtained income information each year over a five-year period for each panel member. We explicitly control for individual-level variation in disposable income over time that our fixed effects cannot capture, and also explore heterogeneity in the impact of e-scooter programs on food spending as a function of income.

We also collect precipitation (operationalized as the total amount of rain in millimeters) and temperature at the city-day level from the National Oceanic and Atmospheric Administration. This data is important, because both e-scooter deployment and outdoor consumption behavior are affected by weather conditions. E-scooter deployment is particularly sensitive to weather conditions, given riders operate e-scooters outdoors at relatively high speeds.

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MODEL DEVELOPMENT

Our goal is to study the causal relationship between e-scooter deployments and individual-level food spending. As mentioned in the introduction, our main analysis specifies e-scooter deployments as a continuous measure, controlling for unobserved individual-level heterogeneity and city-specific macroeconomic events that might affect both food spending and e-scooter deployments through a two-way fixed effects regression model. Letting $log(Spend_{ict,k} + 1)$ represent the log of the total amount spent for each consumer i in city c on day t in category k, and letting $log(Deploy_{ct} + 1)$ be the log of number of e-scooters deployed in city c on day t, we assume the following:

$$(1) \quad log(Spend_{ict,k} + 1) = \beta_{0k} + \beta_{1k} log(Deploy_{ct} + 1) + X'_{ict}\theta_k + \phi_i + \xi_{cm(t)} + \epsilon_{ict,k},$$

where β_{1k} is the coefficient of interest, measuring how e-scooter deployment affects spending on companies in category k (either QSR, sitdown, snack and non-alcoholic beverage food store, or grocery), X_{ict} represents a vector of observable time-varying control variables, ϕ_i and $\xi_{cm(t)}$ represent individual-specific fixed effects and city-specific year/month fixed effects respectively, and $\epsilon_{ict,k}$ is an error term.

ϕ_i control for time-invariant individual-specific characteristics such as static but unobserved preferences, typical transit patterns, and sociodemographic factors such as gender, age, and educational background, as well as city-specific characteristics such as population density, walkability, public transit availability, the size of the downtown area, and other factors that effectively do not change over the observation period. $\xi_{cm(t)}$ control for city-specific common demand shocks, such as local economic cycles and seasonality (e.g., the winter season may affect both food spending and e-scooter deployments, and may affect Austin differently than San Francisco).

In addition to these fixed effects, we account for a number of additional sources of confounding variation through control variables X_{ict}:

1. We include individual-level annualized income to account for the possibility that individuals with more disposable income have a higher propensity to spend.

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2. We account for the effect of weather upon food spend and e-scooter deployments by including city-specific daily average temperature and daily average precipitation.

3. We include day-of-week dummy variables to account for weekly seasonal effects (e.g., demand patterns on weekdays versus weekends).

4. We include daily linear and quadratic time trend terms to more flexibly account for any time-based trends not captured by city-specific year-month fixed effects.

The causal impact of e-scooter deployments in this analysis is inherently an intention-to-treat (ITT) effect (Hernán and Hernández-Dıaz, 2012, Hernán and Robins, 2020). E-scooter deployment on its own does not cause individuals to spend in the food category – it is the riding of those e-scooters that does. In this sense, e-scooter riding is the treatment, while e-scooter deployment is an encouragement to receive the treatment. Encouraging treatment and receiving treatment are not the same – individuals do not ride e-scooters every day that e-scooters are deployed. However, increasing the number of e-scooters deployed, all else equal, increases the encouragement for individuals to ride, as it increases their accessibility and thus decreases search and traveling costs, making riding more likely.

In this article, we focus upon the ITT analysis and not on the impact of the treatment itself for relevance, actionability, interpretability, and concision. The ITT analysis is the most important aspect of our analysis from a public policy standpoint – local governments want to know what the economic implications are to introducing an e-scooter program in their city or expanding an existing one, as this has direct repercussions for local economic growth and sales tax revenue. Local governments can directly manipulate e-scooter deployments through their legislation, making the ITT analysis more actionable (e-scooter riding cannot be directly manipulated). Finally, while the causal estimand of the ITT analysis is interpretable, the causal estimand of an IV regression of e-scooter riding on food spending is a local average treatment effect that would be difficult for policymakers to interpret.

Our geographical unit is the city, and not areas within each city, for similar reasons. In addition to lack of data availability – our e-scooter deployment and purchase data are both only available at the city-level – a city-level analysis is most relevant to policymakers. Poli-

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8.3.c

cymakers primarily influence city-level e-scooter deployments, and overall employment and tax revenue are driven off of city-level spending. Finally, there are additional endogeneity concerns stemming from possible dynamics within subregions of a city – as in Bertrand, Duflo, and Mullainathan (2004), collapsing the data to a higher level of aggregation allays such concerns.

Coarsened Exact Matching

A complicating factor in our empirical setting is that relatively few consumers ride e-scooters, given the low yet fast-growing absolute level of e-scooter adoption to date (rides occur in approximately 0.2% of panel member-days). Adjustment for pretreatment variables can further improve the credibility of causal inferences (Imbens 2014) by lowering model dependence and improving estimation efficiency and stability (Iacus, King, and Porro 2012). We do so through coarsened exact matching (CEM), pairing consumers with similar pretreatment covariates but different local e-scooter availabilities. Our matching covariates are each individual's 2015, 2016, and 2017 income, as well as her purchase propensity for each food-related category over the period prior to observation window (McCarthy and Oblander 2021). After coarsening, we match and weight individuals who are similar as measured through these covariates and through the characteristics of the cities they live in, but different in terms of whether e-scooters operate or not in the city. After removing unpaired individuals, panel members with positive CEM weights consist of 6,815 e-scooter riders in four treatment cities and 30,410 non-riders in four control cities. Hereafter, when we refer to individuals in treatment and control cities, we are referring to these individuals. Performing this procedure significantly improved pretreatment covariate balance. For details of this procedure, see Web Appendix D. That being said, our conclusions are the same in magnitude and direction when we do not use CEM – the analogous results using unmatched data are provided in Table W2 in Web Appendix E.

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Identifiability of the Causal Effect of E-scooter Programs

We assume e-scooter deployment is exogenous after controlling for covariates and fixed effects. We provide three arguments in this section for why we believe this is likely to hold in our empirical setting – the nature of supply in the e-scooter industry, parallel pre-trends, and placebo tests. We then provide a series of other tests and checks in the next section that further support the validity of our results.

Economics of e-scooter supply. It is helpful to first understand how e-scooter supply comes about and what causes it to change over time. City government regulation is the most significant driver of exogenous variation in e-scooter deployment. The main sources of this variation are (1) the maximum number of e-scooter companies permitted to operate in the city, (2) the minimum and maximum number of e-scooters each permitted e-scooter company is allowed to deploy, (3) fees levied upon e-scooter companies to operate in a city, and (4) indirectly through other regulations e-scooter companies are required to abide by (e.g., geography-specific maximum speed limits, helmet and driver's license requirements, restrictions on nighttime riding, and parking restrictions), all of which are strictly regulated and enforced. Many otherwise similar cities have significantly different policies along these four dimensions. For instance, the local government in Washington D.C. allowed 4,000 e-scooters to operate in the city in mid-2019 whereas Boston, which is similar to Washington D.C. in terms of weather, population density, and income, has never allowed e-scooters to operate. The government of San Francisco allowed e-scooters to operate in the city while the government of Seattle had not in 2019. E-scooter companies would deploy devices to cities such as Boston and Seattle if regulation allowed them to do so.[5] San Francisco and Washington D.C. have minimum age restrictions, while Charlottesville has imposed restrictions upon where e-scooters can be parked, and the maximum speed the e-scooters can ride at. In contrast, Austin and Atlanta do not have any of these restrictions as of 2019. All of these decisions affect the attractiveness of these markets to e-scooter companies. As noted in Pimentel et al. (2020)'s review of the regulatory landscape for the micromobility industry, this variation is in large part due to legislative confusion and inconsistency, partially stemming from the fact that e-scooters are oftentimes regulated similarly to their predecessor,

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traditional docked bikesharing systems, despite the fact that e-scooters are fundamentally different. These issues increase the quasi-randomness of e-scooter deployments within and across cities.

After a city allows e-scooters to operate, city policies often change over time, driving changes in e-scooter supply over time as well. For example, the city of San Francisco issued a temporary city-wide ban on e-scooter activity in May 2018, leading to a sharp drop in availability, but increased fleet size significantly through a pilot program in 2019. Washington D.C. had relatively restrictive caps – 400 per e-scooter company – for a year, before increasing their caps in 2019. Austin and Atlanta had generous caps at first, but regulation was introduced after a series of accidents (Short 2019), increasing costs and decreasing consumer demand, which drove some e-scooter companies to exit the market. As such, government regulation not only drives the entry of e-scooter companies into a particular city, but also influences the evolution of supply over time after entry. A high-level summary of these policy changes is provided in Web Appendix F.

Importantly for our analysis, supporting local food sector demand is not a primary or even secondary objective for local governments deliberating over whether to allow e-scooters into their city. To better understand this, we performed a study of all publicly disclosed announcements in our four control cities (see, for example, City of Atlanta 2019a, City of Austin 2018, City of Minneapolis 2019, Lime & City of San Francisco 2018, City of Portland 2019, City of Santa Monica 2019). In these announcements, a variety of purposes were mentioned – reducing traffic congestion, reducing carbon emissions, and improving the level and equality of transit access, none of which are related to food sector revenue. For these reasons, the decision of whether or not to allow e-scooters into a city, and the exact timing of that decision, are useful sources of identifying variation.

A point of concern could be that e-scooter companies strategically manipulate e-scooter deployment in expectation of short-term local food sector demand shocks (e.g., a sporting event, for which individuals may have a higher propensity to visit restaurants, bars, and other food and beverage establishments). If this was possible, then failure to control for such variables would lead to an upwardly biased estimate of the impact of e-scooter riding.

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As we will discuss, however, the economics of the supply-side prevent this from being an economically meaningful confounding factor.

There are only two ways that e-scooter companies can manipulate e-scooter deployments: (1) "holding back" existing e-scooters in a particular city, and (2) introducing new e-scooters to a city. We discuss the former before turning to the latter.

The only existing e-scooters that companies can hold back are ones that have been picked up by chargers (i.e., contract labor who are compensated to pick up e-scooters at night, then charge and redeploy them the following morning), by asking that they not release in the morning. This is because e-scooters that had been deployed the prior day but were not picked up by chargers are deployed the next day by construction. While there are economic incentives for e-scooter companies to hold scooters back when weather conditions are extreme, because inclement weather conditions can shorten the effective lifespan of e-scooters left on the street, the economic incentives for never holding back e-scooters are otherwise very strong: (1) e-scooters cannot generate revenue when they are held back while they can when they are on the road; (2) depreciation of e-scooters is very small when weather conditions are not extreme; (3) e-scooters on the street serve as awareness-building marketing while held back e-scooters do not; (4) holding back e-scooters creates negative goodwill with chargers, who are only paid a nominal fee for holding e-scooters back, and are forced to house those e-scooters themselves for an additional day; (5) none of the major e-scooter companies strategically manipulated income to chargers during the study period (e.g. reducing the compensation rate on days when demand is expected to be low). Bird, Lime and Spin noted in our conversations with them that income to charges was a simple function of days since last charge and e-scooter battery charge remaining. For these reasons, e-scooter companies by and large always deploy their existing e-scooter fleets, implying strategic manipulation of the existing fleet in anticipation of expected demand shocks is unlikely to be a meaningful source of endogeneity.

This leaves the introduction of e-scooters into a city as the remaining potential source of endogeneity. Here too, the economics of our empirical setting largely rule out the ability of such an event to influence our results: (1) due to prohibitive transportation costs, the only

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e-scooters that can be introduced into a city are newly manufactured e-scooters, making each city its own "island," with virtually no migration of supply across cities; (2) e-scooter companies by and large deploy at their maximum e-scooter supply caps during non-winter months, making maximum e-scooter supply constraints most binding when the sort of events that spur on endogeneity concerns tend to occur; (3) e-scooter lifetimes are relatively long (approximately 1.5 years), and e-scooter companies are incentivized to maximize profit over their full lifetimes, not just the day of a one-off event.

As such, while endogeneity concerns are certainly still possible, the idiosyncracies of supply in our empirical setting make strategic forward-looking behavior and simultaneity bias second-order effects. As we will show next, a series of measurable tests further support the validity of our causal variable.

Parallel pre-trends. The trend in food spending prior to e-scooter entry should be parallel between treatment and control cities, to ensure that unobserved time-varying confounding factors are not biasing our results. We evaluate this through a parallel pre-trends test (Barron, Kung, and Proserpio 2021), comparing individuals in treatment and control cities as follows:

(2)

$$log(Spend_{ict,k}+1) = \delta_{0k} + \delta_{1k}t + \delta_{2k}t^2 + \delta_{3k}t\mathbb{I}(Deploy_{c\cdot} > 0) + \delta_{4k}t^2\mathbb{I}(Deploy_{c\cdot} > 0) + X'_{ict}\theta_k + \phi_i + \xi_{cm(t)} + \epsilon_{ict,k}$$

δ_{1k} and δ_{2k} are the coefficients associated with a common time trend between treatment and control cities for each category k; $\mathbb{I}(Deploy_{c\cdot} > 0)$ is a binary variable equal to 1 if city c allows e-scooters to operate during the observation period and 0 otherwise; δ_{3k} and δ_{4k} represent the deviation from that common time trend for individuals in treatment cities, making them the coefficients of interest for this test. We run this regression over a pre-treatment window from January 1, 2016 to December 31, 2017, before e-scooters were introduced in any of the cities we study.

Table 3 shows the results associated with these regressions. The deviation estimates are statistically insignificant, suggesting no differential parallel pre-period trends. Results available upon request are the same when we only include linear and not quadratic time

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Table 3: Parallel Pretrends

	Dependent variable:				
	(1) Total	(2) QSR	(3) Sitdown	(4) Snack	(5) Grocery
Trend	0.00086^{**}	0.00049^{***}	0.00005	0.00029^{***}	0.00018
	(0.00034)	(0.00015)	(0.00005)	(0.00007)	(0.00024)
Trend^2	-0.000001^{***}	-0.000001^{***}	0.000000^{**}	0.000000^{***}	0.00000
	(0.00000)	(0.00000)	(0.00000)	(0.00000)	(0.00000)
Trend $\times$	-0.00028	0.00000	0.00000	-0.00013	-0.00022
$\mathbb{I}$(Deploy>0)	(0.00045)	(0.00021)	(0.00006)	(0.00009)	(0.00032)
Trend$^2\times$	0.00000	0.00000	0.00000	0.00000	0.00000
$\mathbb{I}$(Deploy>0)	(0.00000)	(0.00000)	(0.00000)	(0.00000)	(0.00000)
Control Variables	✓	✓	✓	✓	✓
Individual FE	✓	✓	✓	✓	✓
City-year/month FE	✓	✓	✓	✓	✓
Mean of Dep. Var.	7.58	1.25	0.42	0.35	5.57
R^2	0.129	0.081	0.018	0.052	0.125
No. of Obs.	23,758,093	23,758,093	23,758,093	23,758,093	23,758,093

Note: Dependent variable is food-related spending in each food category, with Total representing the sum of spending across all four categories. Robust standard errors (in parentheses) are clustered by individual and city-date. Control variables include temperature, precipitation, day of week dummies, and annualized income; * p<0.10, ** p<0.05, *** p<0.01

trends – the deviation coefficient is not significant at the 10% level.

This analysis does not lend itself to an informative graphical summary as a function of calendar time, as is common in related literature – because we include city-specific year/month fixed effects, average spending in all cities each month must be zero. However, as mentioned earlier, we conduct a second analysis of spending before and after e-scooter rollout in treatment and control cities, which does lend itself to such a summary. This analysis is identical to our main analysis, except (1) our causal variable is binary, equal to 1 when a city has an active e-scooter program and 0 otherwise; and (2) we replace city-year/month fixed effects with monthly fixed effects to account for monthly seasonality present in the data. The results in Figure 2, show little evidence of a violation of parallel pre-trends.

Placebo tests. We conduct falsification checks with two placebo outcomes: rideshare and restaurant delivery spending. Had our results been driven by local demand shocks that

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caused e-scooter companies to proactively increase e-scooter deployments and consumers to spend more in the food sector, we would have also expected increased demand for (1) ridesharing, as some consumers seek out other ways to get to the events in question (e.g., taking an Uber to a local music event), given the fact that several city survey reports note that ridehailing is considered the closest alternative to e-scooters; and (2) restaurant delivery, as this is another food sector category that tends to see higher demand the day of major events. If this were the case, it would induce spurious correlations between e-scooter deployment and the placebo outcomes.[6]

Table 4: Placebo Tests

	Dependent variable:	
	Restaurant Delivery	Rideshare
	(1)	(2)
Scooter Deployment	0.0010	0.0059
	(0.0009)	(0.0064)
Control Variables	✓	✓
Individual FE	✓	✓
City-year/month FE	✓	✓
Mean of Dep. Var.	0.49	0.70
R^2	0.084	0.158
No. of Obs.	13,475,450	13,475,450

Note: Robust standard errors (in parentheses) are clustered by individual and city-date. Control variables include temperature, precipitation, day of week dummies, annualized income, and quadratic time trends ; * p<0.10, ** p<0.05, *** p<0.01

The results in Table 4 show that both restaurant delivery and rideshare spending do not have statistically significant relationships with e-scooter deployments, supportive of the hypothesis that our results are not driven by unobserved local demand shocks.

EMPIRICAL RESULTS

In this section, we report the results of our main empirical model and analyze the heterogeneity in these effects. We then provide a series of robustness checks before concluding with a discussion of future work.

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Main Results

We present the results of estimating Equation 1 in Table 5. Standard errors in all of the following results are two-way clustered by individual and city-date (Abadie et al., 2017) to allow for correlation of error terms between individuals in a city-day.

Table 5: Estimates of the Effect of E-Scooter Deployment on Food Spending

	Dependent variable:				
	Total	QSR	Sitdown	Snack	Grocery
	(1)	(2)	(3)	(4)	(5)
Scooter Deployment	0.0138^{***}	0.0051^{**}	-0.0018^{***}	0.0043^{***}	0.0074^{**}
	(0.0047)	(0.0023)	(0.0006)	(0.0016)	(0.0032)
Control Variables	✓	✓	✓	✓	✓
Individual FE	✓	✓	✓	✓	✓
City-year/month FE	✓	✓	✓	✓	✓
Mean of Dep. Var.	7.50	1.31	0.42	0.40	5.37
R^2	0.142	0.094	0.022	0.068	0.129
No. of Obs.	13,475,450	13,475,450	13,475,450	13,475,450	13,475,450

Note: Dependent variable is food-related spending in each food category, with Total representing the sum of spending across all four categories. Robust standard errors (in parentheses) are clustered by individual and city-date. Control variables include temperature, precipitation, day of week dummies, annualized income, and quadratic time trends ; * p<0.10, ** p<0.05, *** p<0.01

Table 5 shows that the positive impact of an increase in e-scooter deployment on overall food spending is both statistically and economically significant, but that this impact differs by category. The impact on spending is positive for the QSR, snack, and grocery categories, but is negative for sitdown restaurants. While all estimates are statistically significant, the magnitude of the impact is smallest for the sitdown category, with a coefficient whose absolute magnitude is less than half that of the next smallest coefficient. As such, while this negative effect should not be ignored, its economic significance is nevertheless smaller than the positive effects across the other three categories. In the spirit of the aforementioned placebo tests, this result is also supportive of the hypothesis that our results are not an artifact of common cause bias – the sort of events that most naturally come to mind as drivers of such bias (e.g., sporting and music events) would drive restaurant spending up, not just QSR, snack, and grocery store spending.

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These results may also be suggestive of substitution effects between sitdown restaurants and adjacent food categories (e.g., that eating dinner at a QSR may "crowd out" dinner at a sitdown restaurant).

Analysis of Heterogeneous Treatment Effects

The impact of e-scooter deployment may be different for different company and consumer subgroups. To understand which segments of local economy would benefit most from an increase in e-scooter deployments, we turn next to heterogeneity in effects as a function of observable consumer and company-specific characteristics. While our main analysis aggregates spending within each of our four food categories, we observe tokenized company-specific spending behavior (i.e., the name of each company was converted into a number by our data source for privacy preservation purposes). While the tokenized nature of our data prevents us from incorporating company-specific features such as cuisine or Yelp reviews into our analysis, we can nevertheless incorporate features engineered from the transactional data.

We study how the causal impact varies as a function of (1) companies' historical sales, (2) whether or not consumers had previously purchased at companies before, (3) consumers' historical income, and (4) the average order value (AOV) of purchases made at each company. Figure 1 visualizes the results, which we describe in more detail next.

Company sales size. The effect of e-scooter deployment may be different for large companies relative to small companies, as measured through historical sales. We assess this by categorizing companies into tercile-based groups per category based upon sales before the pre-period, from 2015 to 2017. We then run separate regressions on each of the resulting subgroups. The uppermost plot in Figure 1 shows that the impact of e-scooter deployments is largely restricted to the largest companies, with significantly positive effects for large grocery, QSR, and snack companies, and a significantly negative effect for large sitdown restaurant companies. In contrast, the effect of e-scooter deployments is smaller and mostly insignificant for small and mid-sized companies.

Prior customer adoption. A related distinguishing factor is whether or not customers had

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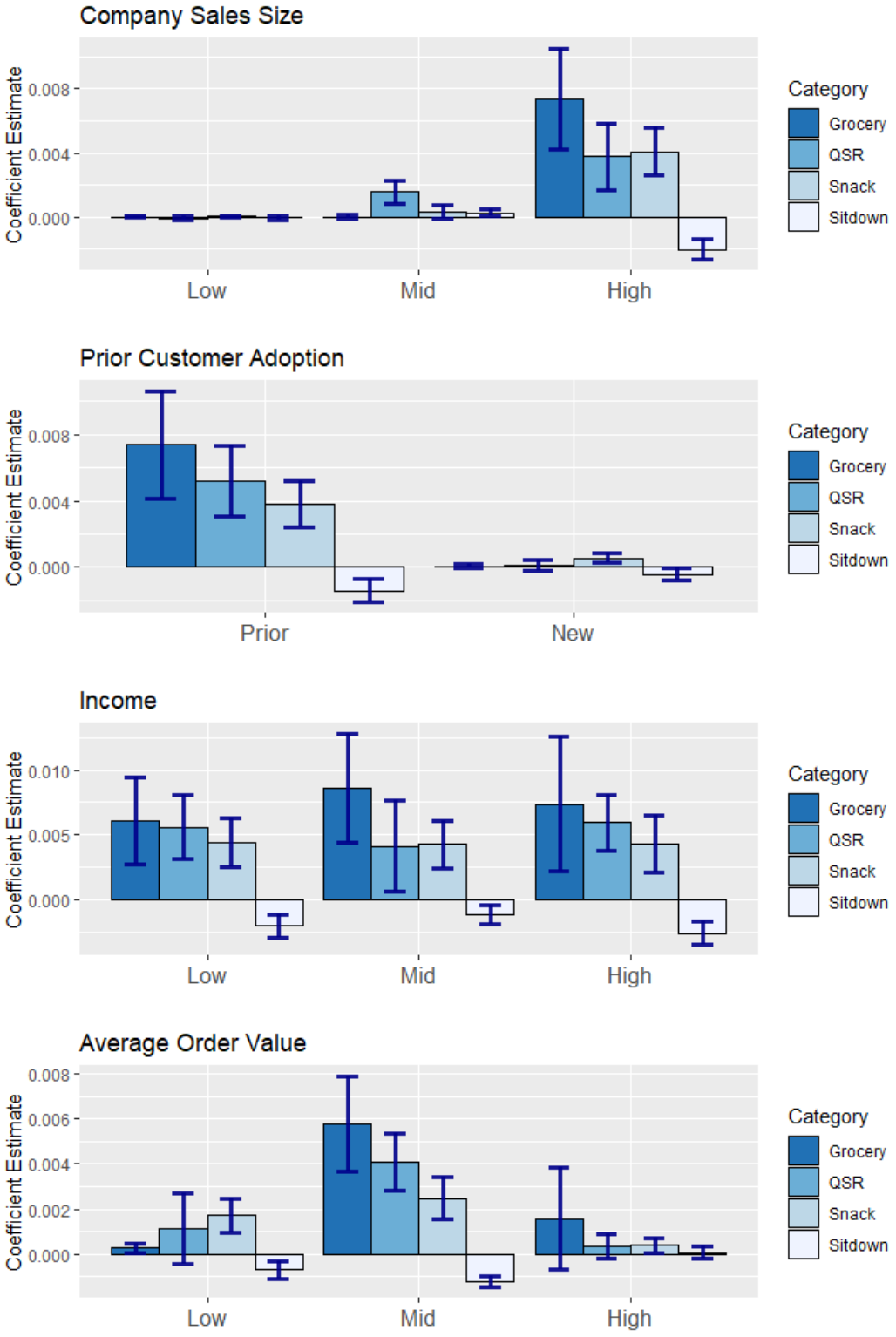
Figure 1: Heterogeneous Effect Analysis



Note: Each bar represents the causal effect of (log transformed) e-scooters deployed upon (log transformed) spending in each category. Dark blue vertical lines represent 95% confidence intervals for each coefficient estimate. 'High', 'Mid', and 'Low' along the x-axis represent the top 0-33%, 33%-66%, 66%-100% segments by company sales size, individual income, and average order value. 'Prior Customer Adoption' represents the coefficient estimate when we segment individuals based upon whether they had made a purchase at a company before the pre-period began ('Prior') or not ('New').

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previously purchased at the company or not. For each customer, we categorize all companies based upon whether that customer had at least one prior purchase during the 2015 to 2017 period, before e-scooters were allowed into any city we study. One stratum consists of all subsequent purchase behavior at companies that customers had not previously purchased at, with the other stratum representing the converse. The results, depicted in the second plot in Figure 1, show that the impact of e-scooter deployments are amplified for companies that customers had previously purchased at, with significant positive effects in the grocery, QSR, and snack categories, and a significant negative effect for the sitdown category. This implies that increasing e-scooter deployments drives people to purchase at companies they have bought at before, not ones that they have no prior purchase history with.

Consumer income. Recall that Bloomberg Second Measure also collects direct deposit income at the individual-level. We use this data to stratify consumers into terciles on the basis of their income in 2017, before the pre-period began. We then re-estimate the model within each stratum. The results, shown in the third plot in Figure 1, imply that the impact of e-scooter deployment within each income segment is largely the same as our overall results. As such, the impacts we observe – and thus presumably the benefits that e-scooter deployments are creating – are not restricted to any one income segment (e.g., the high-income segment).

Average order value. Lastly, we examine how the impact of e-scooter deployment varies as a function of average order value ('AOV'). As before, we assess this by stratifying companies into three tercile-based groups based upon the historically observed average spend given purchase for purchases occurring between 2015 and 2017. The lowermost plot in Figure 1 shows that the impact of e-scooter deployments is largest – positive for grocery, QSR, and snack, and negative for sitdown – for companies selling at mid-range price points, not for companies selling at low or high price points.

In summary, increasing e-scooter deployment primarily impacts large companies that consumers have bought at before, selling at average price points, and that these effects are consistent across consumers of all income levels.

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Robustness Checks

We now turn to additional robustness checks that further support the validity of the substantive conclusions we have reached – a binary specification for the causal variable, permutation test, quantile regression, and other variations on the main model specification.

Binary causal effect analysis. To provide cleaner variation in our causal variable, we specify a model identical to our main regression model (e.g., in terms of control variables, pre- and post-periods, etc.), except for the following two changes:

1. We replace our city-specific continuous deployment variable with a city-specific binary 'before versus after the launch of an e-scooter program' variable, equal to zero before e-scooters are allowed into a city, and one thereafter.

2. We replace city-year/month fixed effects with month-of-year fixed effects to account for monthly seasonality present in the data but otherwise leave the evolution of spending over calendar time as-is.

These changes result in the following regression equation, where $\mathbb{I}(Deploy_{ct} > 0)$ is a binary variable equal to 1 if an e-scooter program was active in city c on day t and 0 otherwise, noting that deployments were strictly positive in cities with active e-scooter programs:

$$(3) \qquad log(Spend_{ict,k} + 1) = \beta_{0k} + \beta_{1k}\mathbb{I}(Deploy_{ct} > 0) + X'_{ict}\theta_k + \phi_i + \xi_{m(t)} + \epsilon_{ict,k},$$

We visualize the results for each category in Figure 2 by computing the residuals associated with Equation 3 after omitting the term associated with the binary causal variable, $\mathbb{I}(Deploy_{ct} > 0)$, so that the impact of an e-scooter program's introduction is visually evident as we move from the pre-period to the post-period.

While there are month-to-month fluctuations in the residuals in the treatment cities, no systematic departure from parallel trends across categories is evident. We see an economically meaningful lift in spending of \$0.76 and \$1.49 after e-scooters are rolled out in the treatment cities in the QSR and grocery categories, respectively. We do not observe an economically meaningful impact in the sitdown category – lift in spending is just \$0.08. Lift

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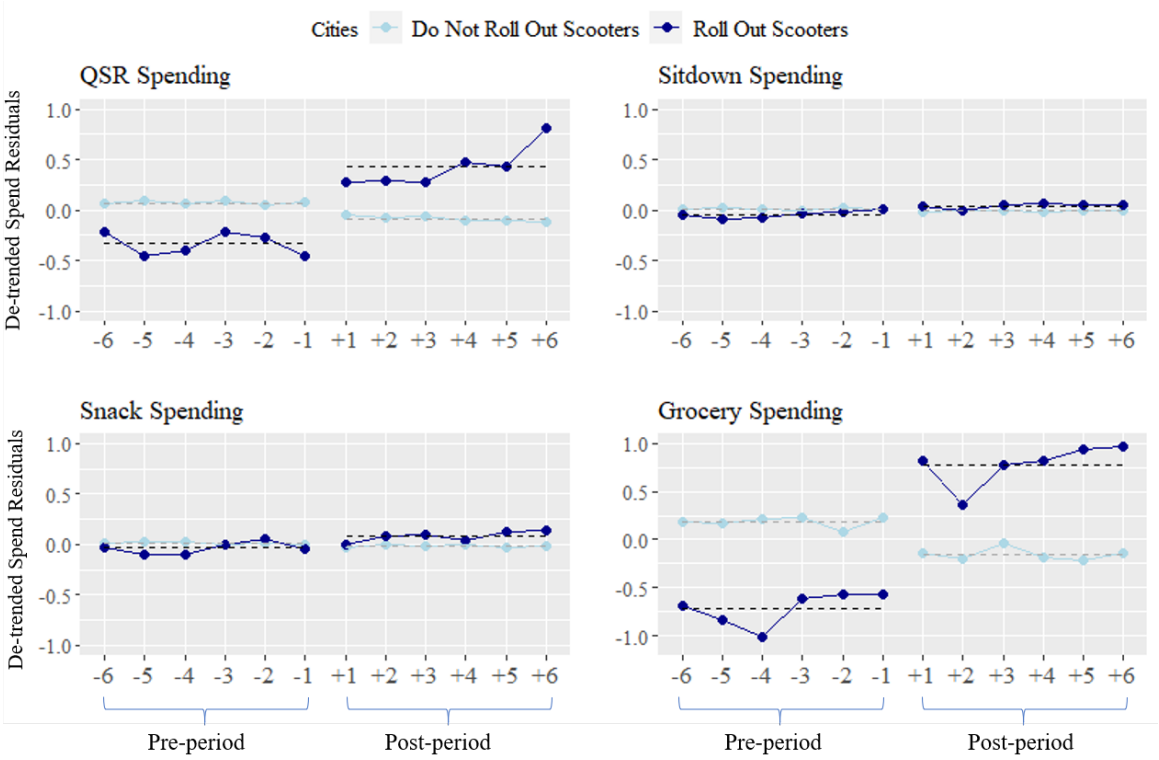
Figure 2: Spending Residuals Before and After E-scooter Rollout



Note: The y-axis represents the average of residuals for each individuals' average spend each day, after controlling for weather, income, quadratic time trend, month-of-year and individual fixed effects, but not whether an e-scooter program was active at the time. Dark blue lines represent treatment cities – Atlanta, Austin, San Francisco, Washington D.C. – while light blue lines represent control cities – Philadelphia, Houston, Seattle, Boston. Dashed dark blue and light blue lines represent the average of residuals in treatment and control cities, respectively, over the pre-period and post-period.

in the snack category is 50% larger than in the snack category, at $0.12. Supportive of our main analysis, the resulting rank order of these lift figures is the same as the rank ordering of the coefficient estimates associated with the impact of e-scooter deployments from Table 5, which assumed a continuous specification for the causal variable. The corresponding coefficient estimates associated with Equation 3 are statistically significant at the 1% level and consistent with these results – for details, see Table W3 in the Web Appendix E.

Permutation tests. We carry out a permutation test to evaluate whether our results are a byproduct of spurious common time trends. In the original data set, each individual is associated with a vector representing the total number of e-scooters deployed in her city each day. We randomly permute this vector across individuals, while leaving her food spending and other data (e.g., income and weather) unpermuted. We then re-run Equation 1 on the

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permuted data, obtain the coefficient estimates and associated t-statistic values associated with e-scooter deployments for each category as well as total food sector spending, and repeat this procedure 200 times.

Permutation breaks the association between food spending and e-scooter deployment, while preserving aggregate-level time trends in spending across customers. Through this, we obtain a distribution of the significance of their association under the null hypothesis that there is no association between the two. If e-scooter deployment significantly impacts food spending, the t-statistic associated with the observed data would be significantly different from its associated null distribution.

Figure 3 presents the null distributions for the t-statistic for e-scooter deployment on food sector spending in each category (in black). The t-statistic for e-scooter deployment on the original unpermuted data is shown in red. As expected, the t-statistic associated with the unpermuted data is larger than 99% of null distribution values, implying that our original estimate is indeed significantly different from what we would have expected under the null hypothesis that there is no relationship between food spending and e-scooter deployment.

Quantile regression. There may still be lingering concerns that local demand shocks are spuriously driving the results through another backdoor path. If there were another mechanism through which such shocks cause both higher e-scooter deployments and higher food sector spending within a given city-month (i.e., residual of city-year/month FEs and other controls), we would expect those effects to be short in duration yet large in impact, resulting in a relatively small number of influential residuals. A quantile regression (Koenker and Bassett Jr, 1978) would be robust to such events by making our coefficient estimates less sensitive to their residuals. Therefore, as an additional robustness check, we run quantile regressions at the 25th, 50th, and 75th percentiles using method of moments (Machado and Silva, 2019). The results are substantively the same as in our main analysis. For details, see Table W4 in Web Appendix E.

Variation in model specification. To ensure that our results are not an artifact of the exact specification of our model, we consider the following alternative specifications:

1. Year-day fixed effect: instead of using city-year/month time fixed effects, we instead

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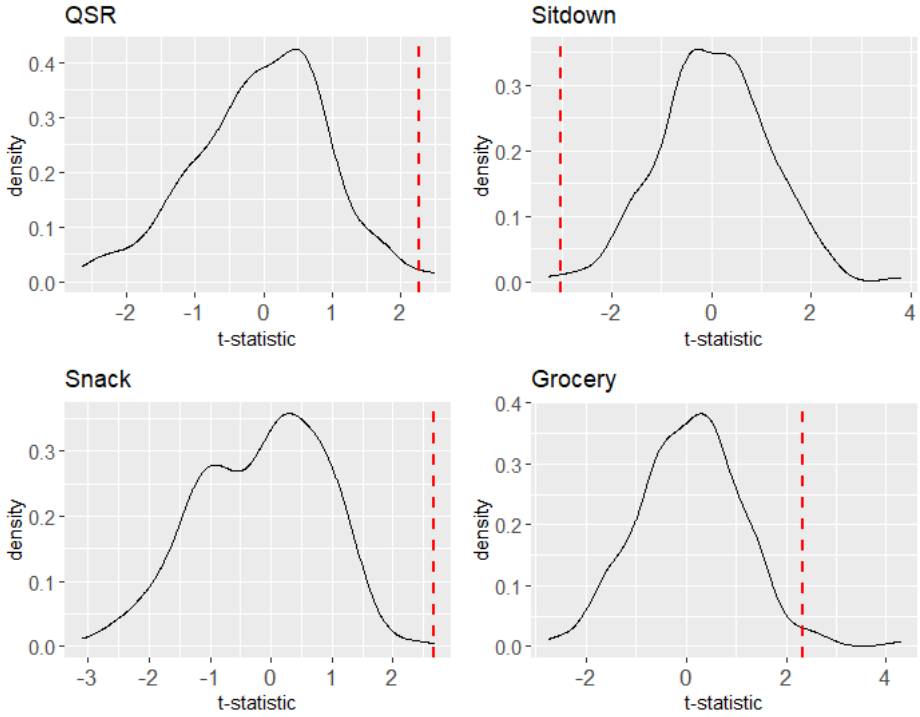
Figure 3: Permutation Test for Each Category Spending



Note: Each individual is associated with a vector representing total e-scooter deployments in her city. We permute this vector across all individuals, then re-estimate Equation 1. The graph represents the null distribution of t-statistic values (black line) as well as the observed t-statistic value (red dottend line) of the coefficient estimate associated with e-scooter deployment.

use year/day fixed effects, controlling for more granular time-based shocks common to all cities, instead of less granular time-based shocks specific to each city.

2. Changing control variables: we consider two variations on our set of control variables to assess whether our results are robust to the exclusion of particular controls: (1) temperature and precipitation are dropped from the set of control variables; (2) day-of-week dummies and quadratic time trends are dropped from the set of control variables.

3. Weekly unit of time: we consider a model in which we use a weekly unit of time instead of a daily unit of time by summing across all food spend within a week, then modeling purchase-weeks instead of purchase-days. While the aggregated nature of our causal variable significantly limits concerns of intertemporal substitution (e.g., that an individual making a purchase at a coffee shop when e-scooters are available is "borrowing" a purchase that she would have taken later that week), aggregating to a weekly unit of time further allays these concerns – pulling forward purchases from

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later on in the week would generate no causal effect in terms of purchase-weeks.

4. Entire observation period: we consider a robustness check in which we use the entire observation period (i.e., all data before and after rollout), instead of just the six months before and after rollout as we had done in our main analysis, to show robustness to the time period considered.

5. Dropping coarsened exact matching: we run our analysis using unmatched data, dropping CEM to allay concerns that results are sensitive to the matching procedure.

6. Different city pairs: to address concerns that our results are sensitive to which control cities are matched with our treatment cities, we considered a number of alternative city pairs. For instance, in our main analysis we matched Austin to Houston, which is most similar to Austin among our control cities in terms of city demographics, walkability and transportation accessibility, but as a robustness check, pair Austin with Seattle instead. We also consider pairing (1) Atlanta with Houston instead of Philadelphia, (2) San Francisco and New York City instead of Seattle, and (4) Washington D.C. and New York City instead of Boston.

Results of these alternative specifications are provided in Table W5 to W7 in Web Appendix E. As we show, our results across all of these specifications are the same as those of our main analysis in terms of magnitude and direction, implying our results are not sensitive to the exact specification we have chosen.

POLICY IMPLICATIONS

To better understand the economic impact of these results, we estimate the marginal effect of introducing e-scooter deployments in cities that had allowed them in. By obtaining the estimated difference between total category-specific sales over the post-period given historically observed deployments to what we would have predicted had e-scooter deployment been zero but holding all else equal, we can estimate the incremental food sales that resulted from the e-scooter programs in these cities. These lift figures are obtained using the coefficient estimates from our main model in Equation 1 (summarized in Table 5) to estimate

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each individuals' spend each day of the post-period, holding all other factors (e.g., controls, fixed effects, and weather) but e-scooter deployment unchanged. Summing expected spending with versus without e-scooter deployments across individuals within each city provides us with the basis for the lift calculations. We restrict our analysis to retrospective and not predictive estimates because we include time fixed effects in our model.

Table 6: Marginal Lift Due to E-Scooter Deployment in Post-Period

	All cities	Atlanta	Austin	San Francisco	Washington
Category Total	0.58%	0.58%	0.54%	0.58%	0.64%
QSR	0.68%	0.71%	0.59%	1.52%	0.74%
Sitdown	−0.57%	−0.53%	−0.41%	−1.53%	−1.01%
Snack	1.62%	1.88%	1.98%	0.92%	1.38%
Grocery	0.32%	0.33%	0.27%	0.32%	0.42%

Note: Estimates represent the percentage difference between food category spends over the post-period to estimates of what those food category spends would have been if e-scooter deployments had been zero. Estimates are obtained using the coefficient estimates from our main model in Equation 1 (summarized in Table 5) to estimate each individuals' spend each day of the post period, holding all other factors (e.g., controls, fixed effects, and weather) but e-scooter deployment unchanged, then summing spending across all individuals over all days of the post-period.

Table 6 shows estimates of lift created for overall food category spending (i.e., across all treatment cities for all companies in the Bloomberg Second Measure coverage universe), as well as how this breaks down into QSR, sitdown, snack, and grocery subcategories. We also show the corresponding city-by-city results. We express these lift figures as percentages of spending in the zero deployments scenario so that they are scale invariant, and thus more comparable and relevant to policymakers in other cities.

All else equal, we estimate that e-scooter programs lifted overall food spending by 0.58% across all cities studied, given historically observed e-scooter deployments in these treatment cities. The snack category benefited most, with a spending increase of 1.62%. The QSR and grocery categories were lifted by 0.68% and 0.32%, respectively. As such, while we do infer a decline in sitdown restaurant spending of 0.57%, the positive impacts in the other categories more than offset the negative effect we see in the sitdown category.

We estimate the population-level dollar amount of spend created by the introduction

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of these e-scooter programs by re-scaling the dollar lift figures obtained above to account for how many individuals are in our panel data set in each city, relative to the working age and older (15+) population in those cities (SimplyAnalytics, 2019). For example, our panel represents approximately 1.8% of the working age and older population across all treatment cities, so we gross up all-city panel-specific lift estimates by a factor of 55.6 to obtain population-level all-city lift estimates. All else equal, we estimate that approximately $17.1 million in spending across all categories and cities was created by e-scooter programs, at the historically observed levels of deployment, relative to not allowing e-scooters into these cities.

We can also express these estimates on a per-scooter basis, to provide suggestive evidence of how much spending was created per e-scooter deployed. There were an average of 14,983 e-scooters deployed in the post-period across all treatment cities (5,098 in Atlanta, 6,723 in Austin, 617 in San Francisco, and 2,545 in Washington D.C.) across the four cities studied in this article. Taking the ratio of total population-level spending lift to average total e-scooters deployed, we estimate that approximately $1.1 thousand in sales was created per e-scooter available for the category as a whole, over the six-month post-period. These spillover benefits vary by city as the dynamics and composition of each category are different from one to the other, as does fleet size and regulation of e-scooters. That being said, we infer economically significant effects in all cities.

Finally, we can compare how the benefits of these programs – to the city directly and to the local food sector – compare to the cost to the city of rolling out the programs. Currently, cities pass on the cost of roll-out onto e-scooter companies through fees (e.g., for permitting and monitoring), making total fees a reasonable initial estimate for the roll-out cost to the city. While fee data is sparse, the city of Atlanta reported that it had collected $541,900 in e-scooter-related fees in 2019, so we carry out these calculations for Atlanta (City of Atlanta 2019b). Of the aforementioned total lift across all cities of $17.1 million, $2.5 million of this accrued to Atlanta. Consider benefits to the city directly, versus to the local food sector:

1. The local sales tax rate is 8.9%, implying that the city generated an incremental $223,408 in incremental sales tax revenue due to e-scooter rollout, or 41% of the

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cost of rollout to the city.

2. The benefit to the local food sector is equal to the incremental profit – not revenue – due to e-scooter deployment. Therefore, we multiply Atlanta's category-specific dollar lift estimates by their respective contribution margins, as estimated through filings with the Securities and Exchange Commission by major publicly-traded companies in these categories. Summing up the resulting category-specific profit estimates, we estimate $635 thousand in incremental profits to the local food sector, or 117% of the cost of rollout to the city. For details, see Web Appendix G.

In sum, we infer that the lift created e-scooter deployments to the city, and to the local food sector, are meaningful relative to the cost of rolling out the e-scooter program, which is currently absorbed by the e-scooter companies themselves. These figures may prove conservative in two ways. First, while the fees in Atlanta were incurred over the full 2019 calendar year, our lift figures are based upon the six-month post-period, from February to July 2019. Second, these estimates for Atlanta may represent a lower bound for analogous calculations in other cities, when we account for the fact that the estimated $2.5 million all-category sales lift in Atlanta was a relatively low 15% of the $17.1 million total sales lift across all four treatment cities.

We caution that these figures are specific to our coverage universe, reflective of the 536 companies that we observe purchase behavior for (i.e., the companies listed in Web Appendix B). While this is a large number of companies, collectively representing $53 million in observed sales across the four treatment cities over six months, our analysis does not cover all companies within these categories. Moreover, the companies that we do not include are likely to be smaller, on average, than the companies we do include. The heterogeneous effect results from Figure 1 would suggest that the causal impact of e-scooter deployment is smaller for companies with lower historical sales volume, and as such, the corresponding results across all companies in the food category are likely to be smaller than the figures we estimate for our coverage universe. Even so, the significance of these effects within the companies we do observe, coupled with the large size of our coverage universe, implies that the category-level effects are likely to be significant nonetheless.

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DISCUSSION

Our study suggests that micromobility creates positive economic externalities for the local economy they operate in. The findings represent an opportunity for companies and e-scooter companies to capitalize on the economic surplus that they create. For example, these spillovers could be further facilitated through location-based advertising opportunities (Molitor et al. 2020), which could be a welcome source of incremental revenue for e-scooter companies, who have historically struggled with weak unit economics in their core business.

Likewise, these results suggest that city governments looking to stimulate the local economy may be incentivized to take a more lenient stance towards e-scooter usage, allowing e-scooters into cities in which e-scooter companies have not been allowed in, and/or raising the maximum number of e-scooters allowed to be on the road, because the economic benefits of doing so are meaningful. While we readily acknowledge that other factors are at play in these decisions, city governments should nevertheless incorporate into their decision calculus the positive economic externalities that e-scooters create for local businesses.

We readily acknowledge that this research does not come without limitations. Given that the levels of geographical aggregation of both of our main data sources are at the city-level, we can provide the average impact of city-wide e-scooter deployment, but are not able to measure effects upon a finer geographical unit. While a finer grained analysis may be harder to act upon as maximum supply caps are usually set at the city-level, such an analysis may still be of interest to policymakers. We also reiterate that the target of our analysis is an intention-to-treat effect – our goal is to measure the impact of e-scooter deployments, and not of e-scooter riding. While we believe the benefits of focusing this article upon the former outweigh the costs, understanding the causal effect of usage behavior would inform our understanding of consumer behavior, making this an interesting area for future work.

There are several other questions regarding the effect of e-scooter-enabled mobility on company sales and consumer behavior that we also leave for future work. While our analysis only covers food-related companies as they are the largest segment of local economy, other categories such as entertainment (e.g., movie theaters), and health/fitness (e.g., gyms), could provide deeper insight into heterogeneity in the effects that e-scooter programs have across

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a wider range of categories. If the company names in our analysis were not anonymized for privacy reasons, researchers could also incorporate other features of those companies, allowing us to study heterogeneity in treatment effects as a function of company-specific features. Finally, incorporating a larger number of cities could also allow the study of heterogeneity in causal effects as a function of city-specific features (e.g. population density).

In conclusion, we believe that micromobility is an understudied area within marketing, and that studying its economic impact is important for a variety of stakeholders, including city policymakers, consumers, companies, and e-scooter companies themselves. We hope that this work represents a first step towards better understanding these important topics.

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Notes

[1]https://nacto.org/2020/08/27/136-million-trips-taken-on-shared-bikes-and-scooters-across-the-u-s-in-2019/; https://nabsa.net/about/industry/

[2]https://mobilityforesights.com/product/scooter-sharing-market-report/

[3]https://www.reddeeradvocate.com/news/e-scooters-a-boost-for-downtown-red-deer-businesses/

[4]Atlanta, GA, Austin, TX, and Washington, D.C. are ranked in the top 6 biggest cities in 2019 for ridership. (source: https://nacto.org/shared-micromobility-2019/)

[5]Seattle subsequently allowed e-scooters to operate in the city in September 2020.

[6] All companies comprising both categories are included in Web Appendix B.

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You can find Web Appendix from this link: https://bit.ly/3JNK277

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Bird Scooter FAQs

Bird + City Partnership

Why is Bird choosing to expand now?

Bird's mission is to make cities more livable by reducing car usage, traffic, and carbon emissions. Bird was the first scooter company in the space, and is excited to be in a position where we can meet our company mission and bring microboliity to as many cities in the country as possible. Our newest Fleet Manager operating model allows us to provide high touch and focused service to all communities regardless of the size.

Will it cost the city anything to bring Birds to town?

Bird can launch & operate at no cost to the city.

Who is the city's main point of contact and who do we contact in the event of an emergency?

Each city we work to launch Bird with will have a dedicated Account Manager who will be their main point of contact at Bird. The Account Manager will work with the city throughout the pre-launch and launch process to ensure a successful scooter program in each city.

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Riders & Safety

How old do you have to be to ride?

We set the age to 18+.

How does Bird prevent underage riding?

During account set up users are asked to verify their age. As needed we can add a feature to scan their ID or driver's license.

How do you address riding these on the sidewalk?

Riders are reminded of safe riding & parking expectations through banner & in-app notifications in the Bird app

How does Bird address Safety?

Safety has been Bird's top priority since day one. Bird has built several features in app to address safety, including Helmet Selfie, Warm-Up Mode, as well as in-app safety tutorials, and a safety video available on our blog and website. Additionally, each city will also have an Account Manager who can work closely with your team to address any safety concerns if they arise. Your dedicated account manager will also be able to walk you through all new safety features, and update you as we release new ones as well

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Vehicles & Operations

How much does it cost

Renting a Bird will cost the rider a $1 unlock fee+ a per minute fee. Billing is all done through the Bird app with a credit or debit card.

Bird has discounted pricing programs available for frontline workers, active duty and retired military personnel, low-income, veterans, senior citizens and select community and non-profit groups.

Learn more about eligibility requirements:

https://www.bird.co/bird-access/

https://help.bird.co/hc/en-us/articles/360051003951-Community-Pricing-

What is the speed of the Bird scooters?

Our scooters go up to 15mph, which aligns with the speed of the casual biker. We have the ability to create slow speed zones and adjust the speed.

"Warm-up mode" is available for all riders which will automatically soften a Bird scooter's acceleration, allowing riders to slowly work their way up to full speed.

Where will Birds be able to operate?

When Bird launches in a new city, we create an operating zone on the backend, which will correspond to an area on a map. We will work with the city to align on the operating area that will align with the city's goals of ridership & access to alternative transportation. Birds will only operate in this area and will slow to a stop outside of it. The city can also highlight any specific areas with parking rules, slow speeds or no riding.

Where will the scooters need to be parked?

Bird follows a dockless model, which means riders can park wherever they would like within the operating area. We educate riders where and how to park: at a bike rack when available, and

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not blocking the right-of-way, sidewalks, ADA ramps, or driveways. At the end of each Bird ride, riders will be promoted to take a picture of the parked scooter as proof.

Our Fleet Manager will be notified if a vehicle that is not in a ride is being moved- this will help to keep the fleet organized in case someone moves a parked vehicle out of place

How does Bird manage "clutter" or vehicles being left everywhere?

Our local fleet managers are responsible for rebalancing and moving vehicles throughout the city during operating hours. They pay attention to areas of scooter congestion as well as demand throughout the day, and rebalance vehicles accordingly. On the rider side, riders are required to take a photo of their appropriately parked Bird after each ride, which adds a layer of accountability. Bird can also display any bike racks or designated scooter parking infrastructure that a city may have in place, in the Bird app for riders to see as they end their ride.

How many scooters will Bird be operating in town?

As we work with cities to plan our Bird launch, we calculate the ideal scooter fleet size generally based on population size of the city as well as other factors such as tourism, commuter traffic, university presence, and more. Generally after launching an initial fleet in town, the Bird team monitors utilization after launch and works with city administrators to get approval to add more to the fleet as demand & usage increases.

How does Bird source their local fleet managers?

Bird works with local businesses, entrepreneurs, or community organizations to help manage our fleets locally and address the unique needs of each community. These individuals are selected based on a number of criteria to help best ensure the success of the fleet and a strong partnership with the city.

Where are the Birds washed, charged and repaired/stored?

Our local Fleet Managers charge, maintain, and store Birds in their own facilities.

Attachment: 2022-058 ATTH 03 Bird FAQ (3709 : 2022-058 RES (Joint) Agreement with Bird Scooters)

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Hello,
Texarkana

2021

Our Why:

Improve our communities and the lives of those around us.

2022-058 ATTH 04

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

What is Bird?

A micromobility company with a focus in shared electric vehicles.

BIRD

2022-058 ATTH 04
8.3.e
Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program
Packet Pg. 404

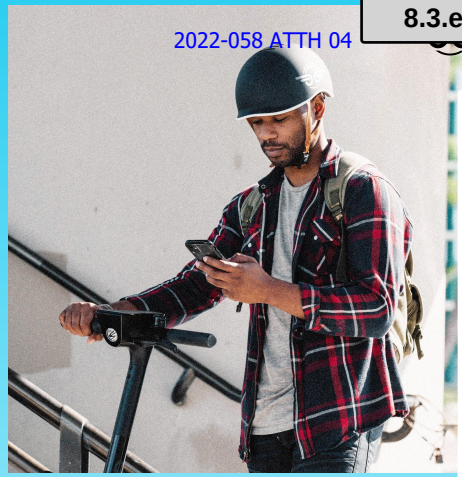
Bird's Story

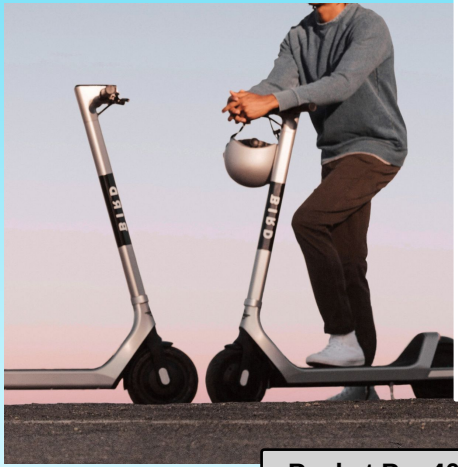
Founded in 2017, Bird saw instant success as a pioneer in the space.

Today....

5 Continents. **25** Countries. **400** Cities. **100M+** Rides.

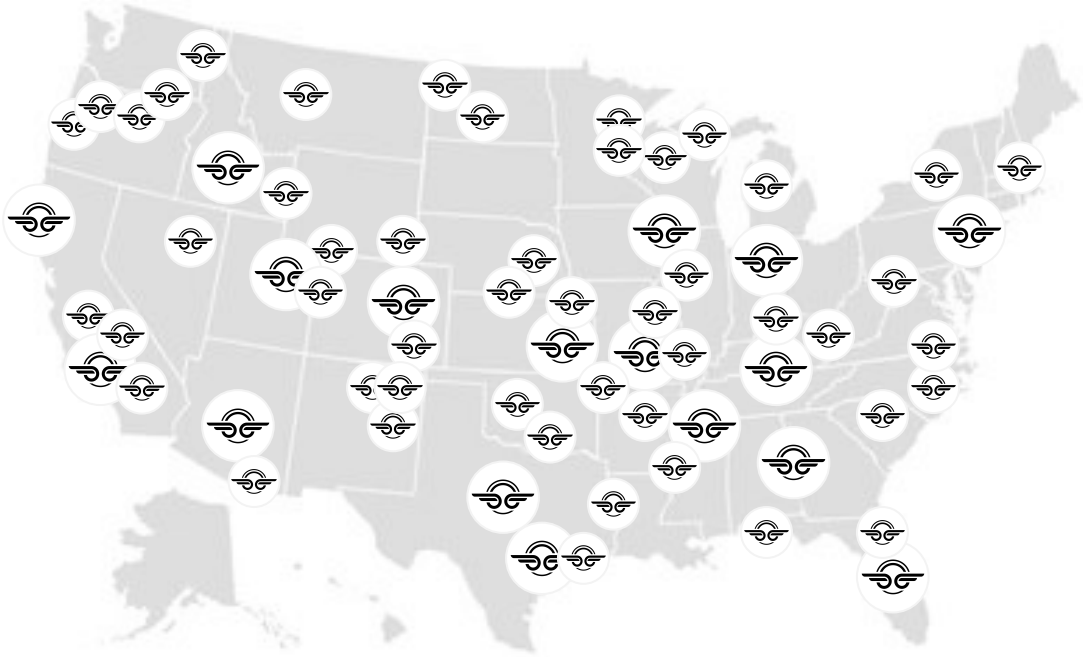
Most-trusted micromobility provider in the country.





Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Cities Big and Small



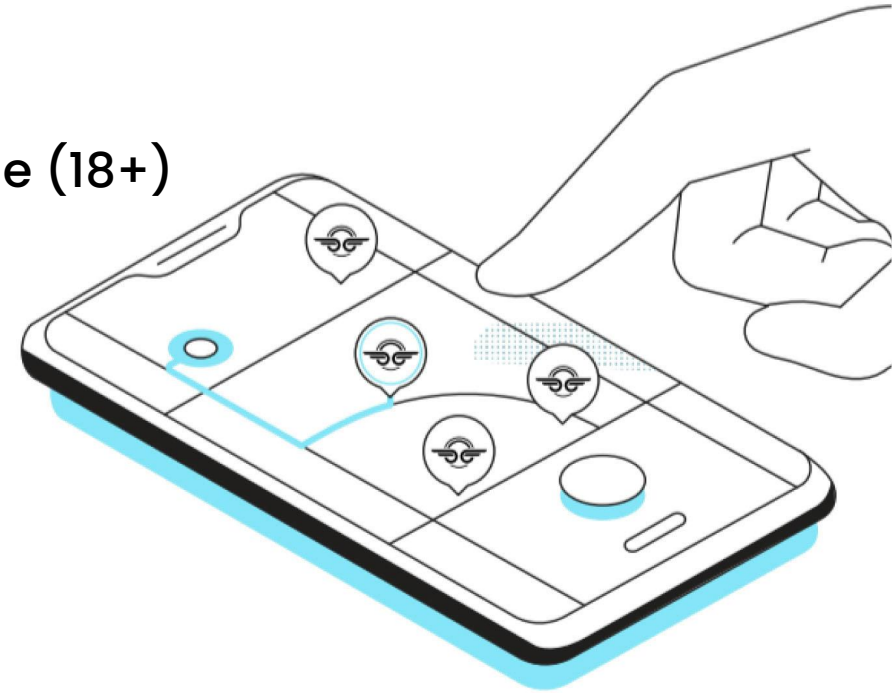
City	Population
Weatherford, OK	11,900
Canyon, TX	15,300
McAlester, OK	18,100
Hays, KS	20,800
Russellville, AR	29,100
Little Elm, TX	45,900
Beaumont, TX	118,500
Little Rock, AR	198,200
Plano, TX	287,400

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

BIRD

How it works

1. Download the Bird app
2. Sign user agreement & verify age (18+)
3. Add payment
4. Complete educational tutorials
5. Enjoy the ride!



Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Pricing

Standard Pricing

$1 to unlock + per minute fee. = ~$7/ride.

Equitable Pricing Options

Discounts available to those in government assistance programs, veterans, senior citizens, healthcare workers, students with pell grants, etc.

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

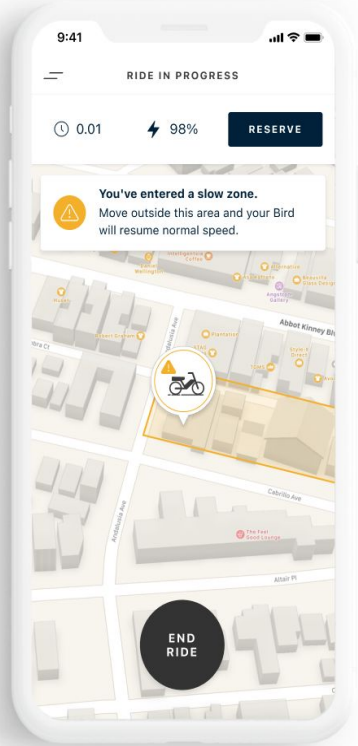
Geo-Zone Technology

All vehicles are tracked with GPS.

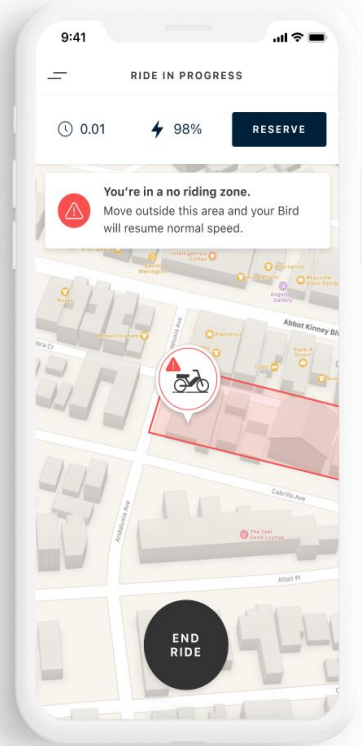
When riders enter a designated geo-zone, vehicles follow set rules.

Vehicles will slow down or stop, and riders are notified by a vehicle sound and an in-app notification.

Slow Zone



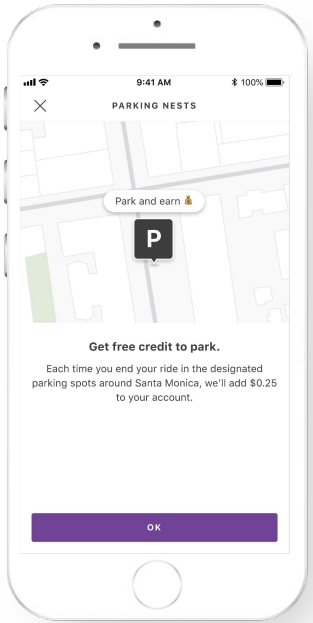
No-Ride Zone

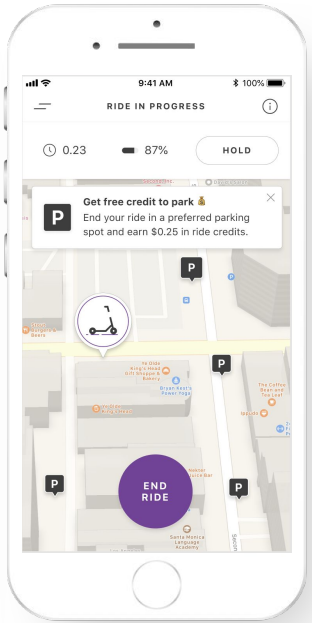


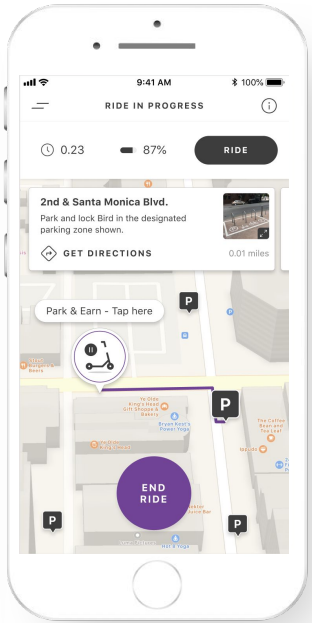
Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

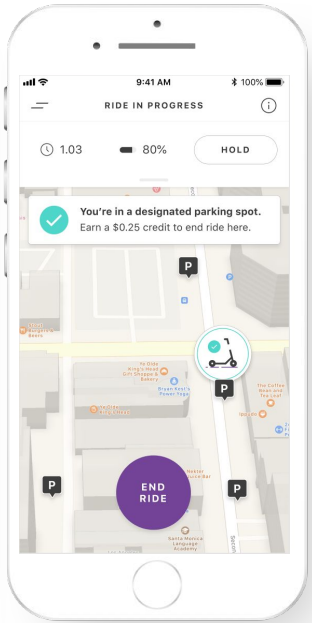
BIRD

Recommended Parking









Identify Locations → Direct Riders → Verify Parking

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Economic Impact

In 2021,

$100 million

was spent by Bird riders
at local shops and restaurants!

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Supporting Texas Businesses

$8.4M

BIRD

Contributions to Texas businesses and entrepreneurs since Jan. 2020*

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Localized Texas Network

Everett Weiler - Dallas, TX

Dominic Ricotta - San Antonio, TX

Esme Chaidez - Austin, TX

Camille Sabino - Austin, TX

Texarkana, TX/AR

Director of Operations
Oversees regional operations and strategy

General Manager
Oversees local market operations, deployment, and regulatory compliance

Engagement Manager
Oversees fleet operators, maintains KPI health of partners

Operations Associate
Oversees analytics and operational processes to maximize compliance with regulations and efficiency

Fleet Managers
Deploy, rebalance, clean, maintain vehicles, and provide on-the-ground support

BIRD

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Local Run Operations

Our Fleet Managers are local contract workers responsible for managing a fleet including charging, repairs, and various performance tasks.

Local Touch:

- Deep community ties, and local knowledge
- Fast issue resolution
- Economic Opportunity
- Aligned incentives

Back by the Industry Leader:

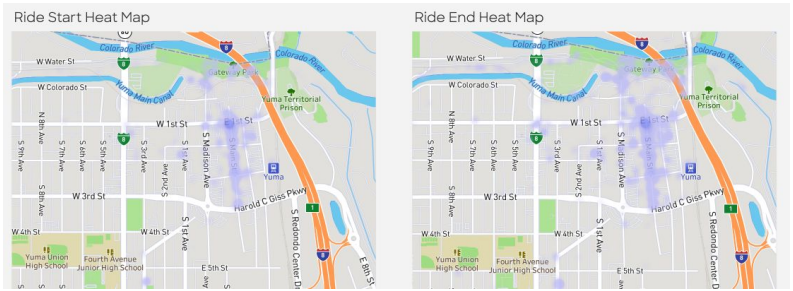
- World-class technology & compliance tools
- Operational know-how
- Industry's Safest Vehicles

> Being a fleet manager has enabled me to take care of my family, and provide employment opportunities in a time where we all need help.
>
> *- Chris, Atlanta, GA.*

8.3.e
2022-058 ATTH 04
Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Data Dashboard

- **Report Summary:**
  - Rider behaviors such as frequency and length of rides
  - Number and length of rides segmented in various dimensions
  - Available vehicles and number of rides/vehicle
- **Map View:**
  - Current location of vehicles and ability to restrict the view by specific areas
- **Usage Heatmaps:**
  - Ride start & end locations to gain visibility into how residents are moving about the city



Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Confidential and prop

Proposal

- **No Investment Required**
- **Dedicated Account Manager**
- **Free Data Dashboard**
- **# of Vehicles:** 100-200
- **Launch Date:** July/August
- **Approval Documentation:** Pilot Operating Agreement

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Attachment: 2022-058 ATTH 04 Texarkana E-scooter Program

Thank You

City of Texarkana, Texas

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-058 Goals & Perspectives (3709 : 2022-058 RES (Joint) Agreement with Bird Scooters)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/3/2022 1:04 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-059 granting an amendment to PD-32 (Office) for site plan approval on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land, Lot 5, Wellsford Subdivision, located at 3118 Norton Street. David Boudreaux, owner and Joe Gordy, agent.		

Briefing: 7/11/2022 **Public Hearing:** 7/11/2022 **Council Vote:** 7/11/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request for an Amendment to PD-32 (Office) by David Boudreaux, representing D&TB Properties, LLC, owners and Joe Gordy, agent, requesting a site plan approval on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land (being Lot 5), Wellsford Subdivision, located at 3118 Norton Street. This property is currently vacant land.

The adjacent zoning is General Retail to the north, Single Family-2 to the south, east, and west. The adjacent land use is parking to the north and vacant land south, east, and west.

The Future Land Use Map has designated this property as “Neighborhood Residential”

The site plan consists of:

1. Construction of a new 200’ ft. self-support, telecommunications tower within an 80’x80’ft. area of the larger parcel.
2. Access will be from Norton Street.
3. Parking area for one service vehicle.
4. No signage.
5. Fencing around the telecommunications compound lease area.
6. Driveway shall be all weather surface (concrete or asphalt).

Towers are allowed in all but one zoning district. In the other zoning districts a cell tower is either a use by right or requires a Specific Use Permit. Therefore, staff recommends for approval of the site plan.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission voted four to one for approval of the site plan with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 2, 2022

Attachments

a. 2022-059 ORD Amendment to PD-32(O) 3118 Norton St (DOCX)
b. 2022-059 EXH 'A' (Site Plan)(PDF)
c. 2022-059 EXH 'B' (Legal Description) (PDF)
d. 2022-059 ATTH 01 (Maps) (PDF)
e. 2022-059 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2022 11:04 AM
City Manager	David Orr	Reviewer	Completed	06/09/2022 3:15 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

Amendment to
PD-32(O)

ORDINANCE NO. 2022-059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-32 OFFICE FOR SITE PLAN APPROVAL ON A 0.1469-ACRE LEASE AREA LOCATED ON THE WEST PORTION OF A 0.9-ACRE TRACT OF LAND (BEING LOT 5), WELLSFORD SUBDIVISION, LOCATED AT 3118 NORTON STREET IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A')** on a **0.1469-acre lease area located on the west portion of a 0.9-acre tract of land (being lot 5), Wellsford Subdivision**, **located at 3118 Norton Street** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Office [PD-32(O)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-32(O); and

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

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **by a vote of four (4) to one (1) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City of Texarkana, Texas; and

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

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

SECTION 1: The site plan for **(Exhibit 'A'))** on a **0.1469-acre lease area located on the west portion of a 0.9-acre tract of land (being lot 5), Wellsford Subdivision**, **located at 3118 Norton Street** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby

Attachment: 2022-059 ORD Amendment to PD-32(O) 3118 Norton St (3710 : 2022-059 ORD site plan approval 3118 Norton)

amends PD-32(O).

SECTION 2: PD-32(O) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. Construction of a new 200' ft. self-support, telecommunications tower within an 80'x80'ft. area of the larger parcel.
2. Access will be from Norton Street.
3. Parking area for one service vehicle.
4. No signage.
5. Fencing around the telecommunications compound lease area.
6. Driveway shall be all weather surface (concrete or asphalt).

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of July, 2022.**

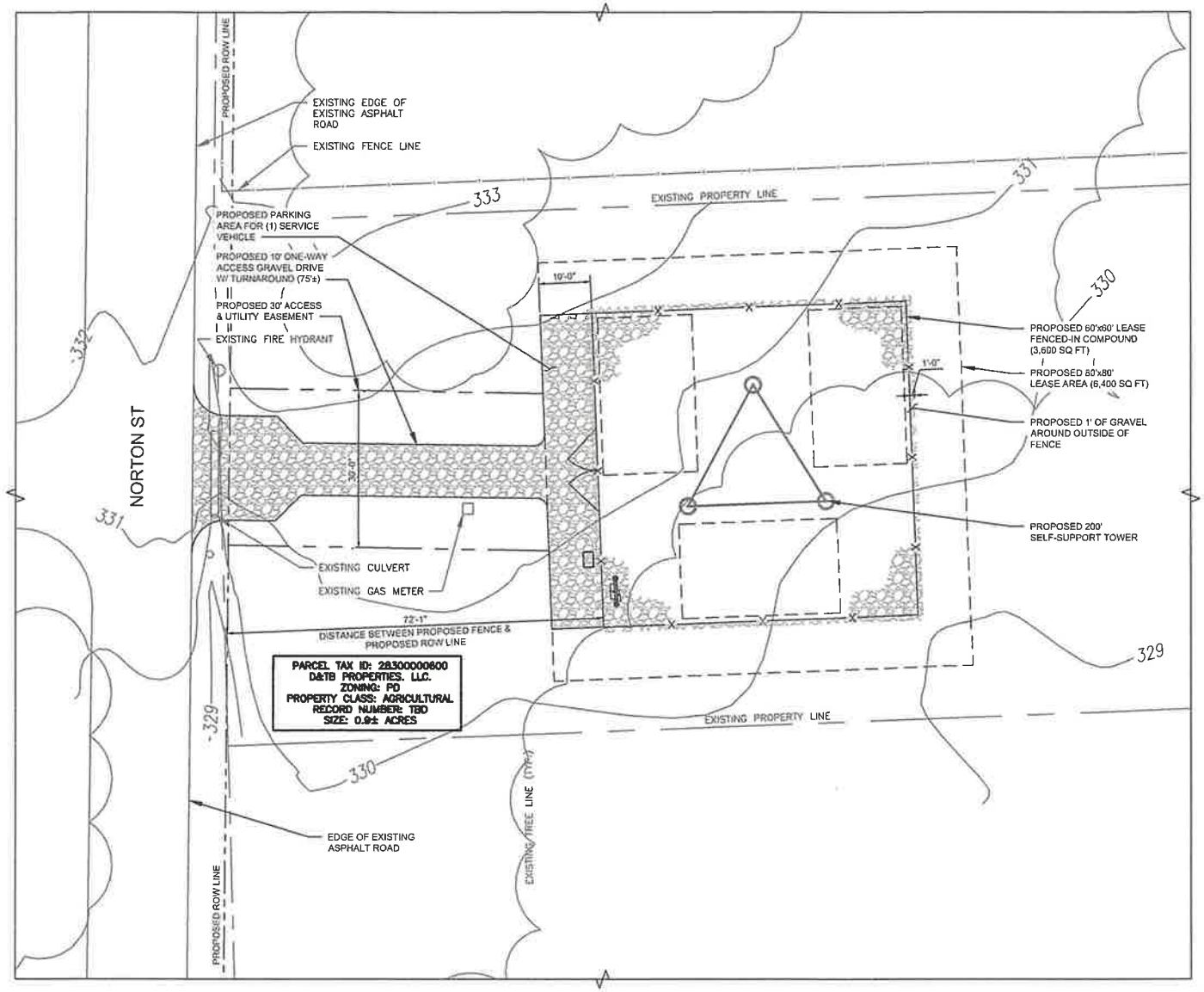
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-059 ORD Amendment to PD-32(O) 3118 Norton St (3710 : 2022-059 ORD site plan approval 3118 Norton)

2022-059 EXH 'A'
Amendment to PD-32 (O)



NORTH

SITE PLAN

Know what's below. Call before you dig.

ENGINEER
TRILEAF
architecture | engineering
1515 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131

APPLICANT
Apex Towers
548 EAST RIVERSIDE DRIVE, SUITE D
NORTH TAZEWELL, VA 24630
(276) 963-1618

SITE INFORMATION
APEX SITE NAME:
TEXARKANA
APEX SITE ID:
676820
TRILEAF PROJECT #:
691389
3118 NORTON ST.,
TEXARKANA, TX 75503
BOWIE COUNTY

DESIGN RECORD

REV.	DATE	DESCRIPTION
A	03/17/22	PRELIMINARY

PROFESSIONAL STAMP
STATE OF TEXAS
ROGER ALLAN ZIMMER
122570
LICENSED PROFESSIONAL ENGINEER
3.17.22

ENGINEER
ROGER ZIMMER, P.E.
TX PROFESSIONAL ENGINEER
LIC. #122570

SHEET TITLE
SITE PLAN

SHEET NUMBER
Z-2

Attachment: 2022-059 EXH 'A' (Site Plan) (3710 : 2022-059 ORD site plan approval 3118 Norton)

NORTH

AERIAL PLAN

811 Know what's below. Call before you dig.

SCALE: 1"=20'-0" (11x17)
(OR) 1"=10'-0" (22x34)

ENGINEER

TRILEAF
architecture | engineering
1815 DES PERES ROAD, STE 200
SAINT LOUIS, MISSOURI 63131
PHONE | 314-997-4111 FAX | 314-997-9066

APPLICANT

Apex Towe
548 EAST RIVERSIDE DRIVE, SUITE D.
NORTH TAZEWELL, VA 24630
(276) 963-1616

SITE INFORMATION

APEX SITE NAME:
TEXARKANA
APEX SITE ID:
676820
TRILEAF PROJECT #:
691389
3118 NORTON ST.,
TEXARKANA, TX 75503
BOWIE COUNTY

DESIGN RECORD

REV.	DATE	DESCRIPTION
A	03/17/22	PRELIMINARY

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STATE OF TEXAS
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122570
LICENSED PROFESSIONAL ENGINEER
3.17.22

ENGINEER

ROGER ZIMMER, P.E.
TX PROFESSIONAL ENGINE
LIC. #122570

SHEET TITLE

AERIAL PLAN

SHEET NUMBER

Z-3

Attachment: 2022-059 EXH 'A' (Site Plan) (3710 : 2022-059 ORD site plan approval 3118 Norton)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE WILLIAM M. WOOTEN SURVEY, ABSTRACT NO. 652, CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, BEING A PORTION OF THE LANDS OF D&TB PROPERTIES, LLC, AS RECORDED IN DOCUMENT NO. 2019-00007271, BOWIE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET, SAID REBAR MARKING THE NORTHWEST CORNER OF LOT 5 OF WELLSFORD SUBDIVISION, AN ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN VOLUME 28, PAGE 498, BOWIE COUNTY RECORDS, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE VALUE OF N=7238244.6858, E=3322368.6685; THENCE ALONG SAID THE EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET, SOUTH 01°38'39" EAST, 46.60 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET AND RUNNING, SOUTH 89°00'25" EAST, 60.57 TO A POINT ON THE WEST LINE OF THE LEASE AREA; THENCE ALONG SAID LEASE AREA, NORTH 02°13'37" WEST, 40.00 FEET TO A POINT HAVING A TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE VALUE OF N=7238237.0248, E=3322429.0117 AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING, NORTH 87°46'23" EAST, 80.00 FEET TO A POINT;

THENCE, SOUTH 02°13'37" EAST, 80.00 FEET TO A POINT;

THENCE, SOUTH 87°46'23" WEST, 80.00 FEET TO A POINT;

THENCE, NORTH 02°13'37" WEST, 80.00 FEET TO A POINT AND THE POINT OF BEGINNING

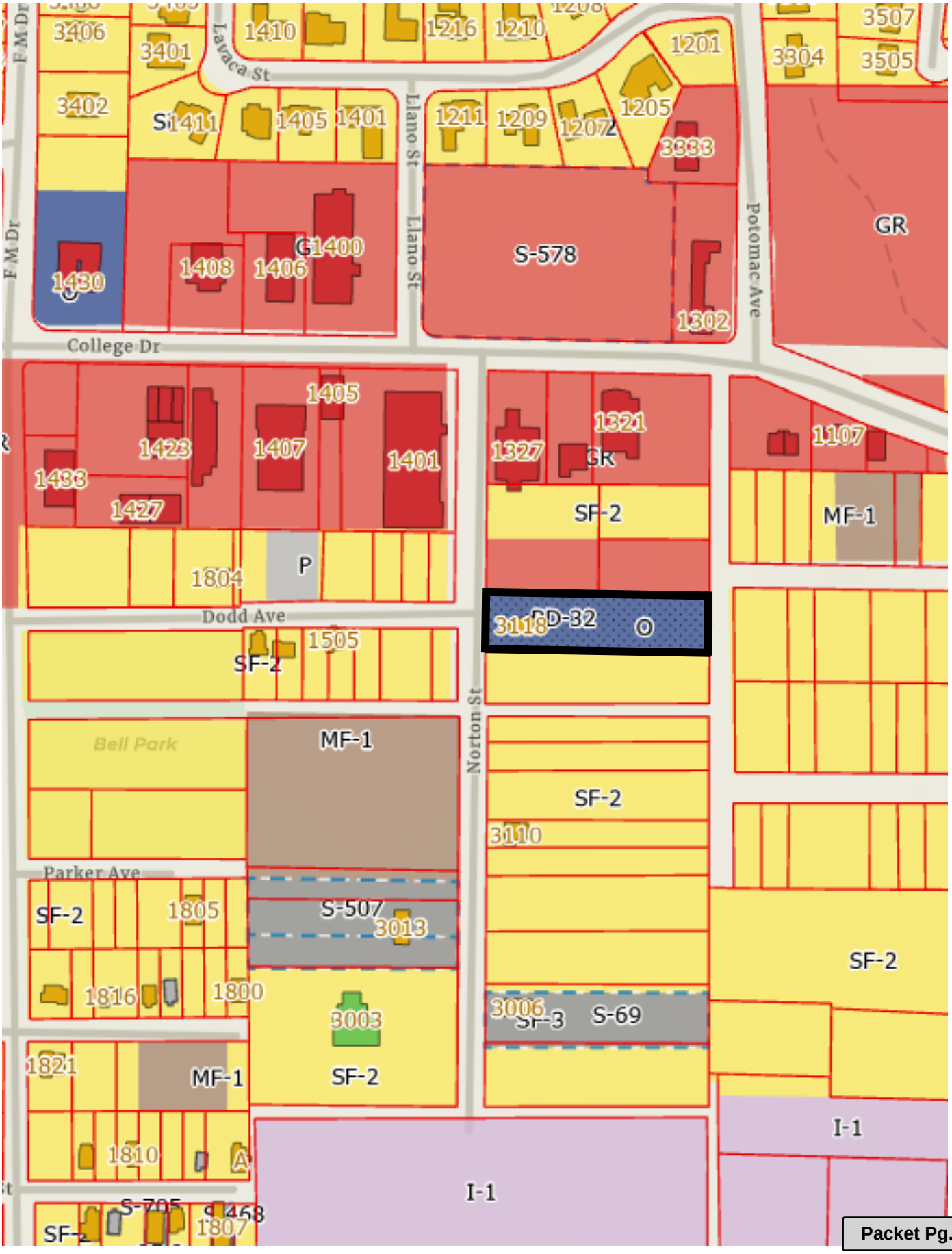
BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.1469 ACRES (6,400 SQUARE FEET), MORE OR LESS.

Attachment: 2022-059 EXH 'B' (Legal Description) (3710 : 2022-059 ORD site plan approval 3118 Norton)

2022-059 ATTH 001
Amendment to PD-32(O)

3118 Norton Street



Attachment: 2022-059 ATTH 01 (Maps) (3710 : 2022-059 ORD site plan approval 3118 Norton)

ATTH 001
Amendment to PD-32(O)

3118 Norton Street

Attachment: 2022-059 ATTH 01 (Maps) (3710 : 2022-059 ORD site plan approval 3118 Norton)

City of Texarkana, Texas

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

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

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

Attachment: 2022-059 Goals & Perspectives (3710 : 2022-059 ORD site plan approval 3118 Norton)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/3/2022 8:35 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-060 granting a Specific Use Permit to allow the location of a telecommunications tower on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land, Lot 5, Wellsford Subdivision, located at 3118 Norton Street. David Boudreaux, owner, and Joe Gordy, agent.		

Briefing: 7/11/2022 **Public Hearing:** 7/11/2022 **Council Vote:** 7/11/2022

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by David Boudreaux, representing D&TB Properties, LLC, owners and Joe Gordy, agent, for Specific Use Permit to allow the location a self-support 200' telecommunications tower on a 0.1469-acre tract of land on the west portion of a 0.9-acre tract of land (being Lot 5), Wellsford Subdivision, located at 3118 Norton Street. This property is currently vacant land.

The adjacent zoning is General Retail to the north, Single Family-2 to the south, east, and west. The adjacent land use is parking to the north and vacant land to the south, east, and west.

The Future Land Use Map has designated this property as "Neighborhood Residential"

The tower will be a 200' ft. self-support, telecommunications tower within an 80'x80'ft. area of the larger parcel. Access will be from Norton Street and one parking area for a service vehicle. Towers are allowed in the current zoning district but requires a Specific Use Permit. Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff Recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission voted four to one for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

May 2, 2022

Attachments

a. 2022-060 ORD SUP for Telecommunication Tower at 3118 Norton St (DOCX)
b. 2022-060 EXH 'A' (Legal Description) (PDF)
c. 2022-060 ATTH 01 (Maps) (PDF)
d. 2022-060 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2022 11:05 AM
City Manager	David Orr	Reviewer	Completed	06/09/2022 9:32 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

S-752

ORDINANCE NO. 2022-060

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY, AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-752 TO ALLOW THE LOCATION OF A TELECOMMUNICATION TOWER ON A 0.1469-ACRE LEASE AREA LOCATED ON THE WEST PORTION OF A 0.9-ACRE TRACT OF LAND (BEING LOT 5), WELLSFORD SUBDIVISION, LOCATED AT 3118 NORTON STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a telecommunication tower on a **0.1469-acre lease area located on the west portion of a 0.9-acre tract of land (being lot 5), Wellsford Subdivision (Exhibit 'A')**, **located at 3118 Norton Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **four (4) to one (1) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a telecommunications tower** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-752 for the location of a telecommunications tower on a 0.1469-acre lease area located on the west portion of a 0.9-acre tract of land (being lot 5), Wellsford Subdivision** (**Exhibit 'A'**), located at 3118 Norton Street**,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-060 ORD SUP for Telecommunication Tower at 3118 Norton St (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

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 **11th day of July, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2022-060 ORD SUP for Telecommunication Tower at 3118 Norton St (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE WILLIAM M. WOOTEN SURVEY, ABSTRACT NO. 652, CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, BEING A PORTION OF THE LANDS OF D&TB PROPERTIES, LLC, AS RECORDED IN DOCUMENT NO. 2019-00007271, BOWIE COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TO FIND THE POINT OF BEGINNING, COMMENCE AT A ½-INCH REBAR FOUND ON THE EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET, SAID REBAR MARKING THE NORTHWEST CORNER OF LOT 5 OF WELLSFORD SUBDIVISION, AN ADDITION TO THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, ACCORDING TO THE PLAT OF RECORD IN VOLUME 28, PAGE 498, BOWIE COUNTY RECORDS, SAID REBAR HAVING A TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE VALUE OF N=7238244.6858, E=3322368.6685; THENCE ALONG SAID THE EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET, SOUTH 01°38'39" EAST, 46.60 FEET TO A POINT; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF NORTON STREET AND RUNNING, SOUTH 89°00'25" EAST, 60.57 TO A POINT ON THE WEST LINE OF THE LEASE AREA; THENCE ALONG SAID LEASE AREA, NORTH 02°13'37" WEST, 40.00 FEET TO A POINT HAVING A TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE VALUE OF N=7238237.0248, E=3322429.0117 AND THE TRUE POINT OF BEGINNING;

THENCE RUNNING, NORTH 87°46'23" EAST, 80.00 FEET TO A POINT;

THENCE, SOUTH 02°13'37" EAST, 80.00 FEET TO A POINT;

THENCE, SOUTH 87°46'23" WEST, 80.00 FEET TO A POINT;

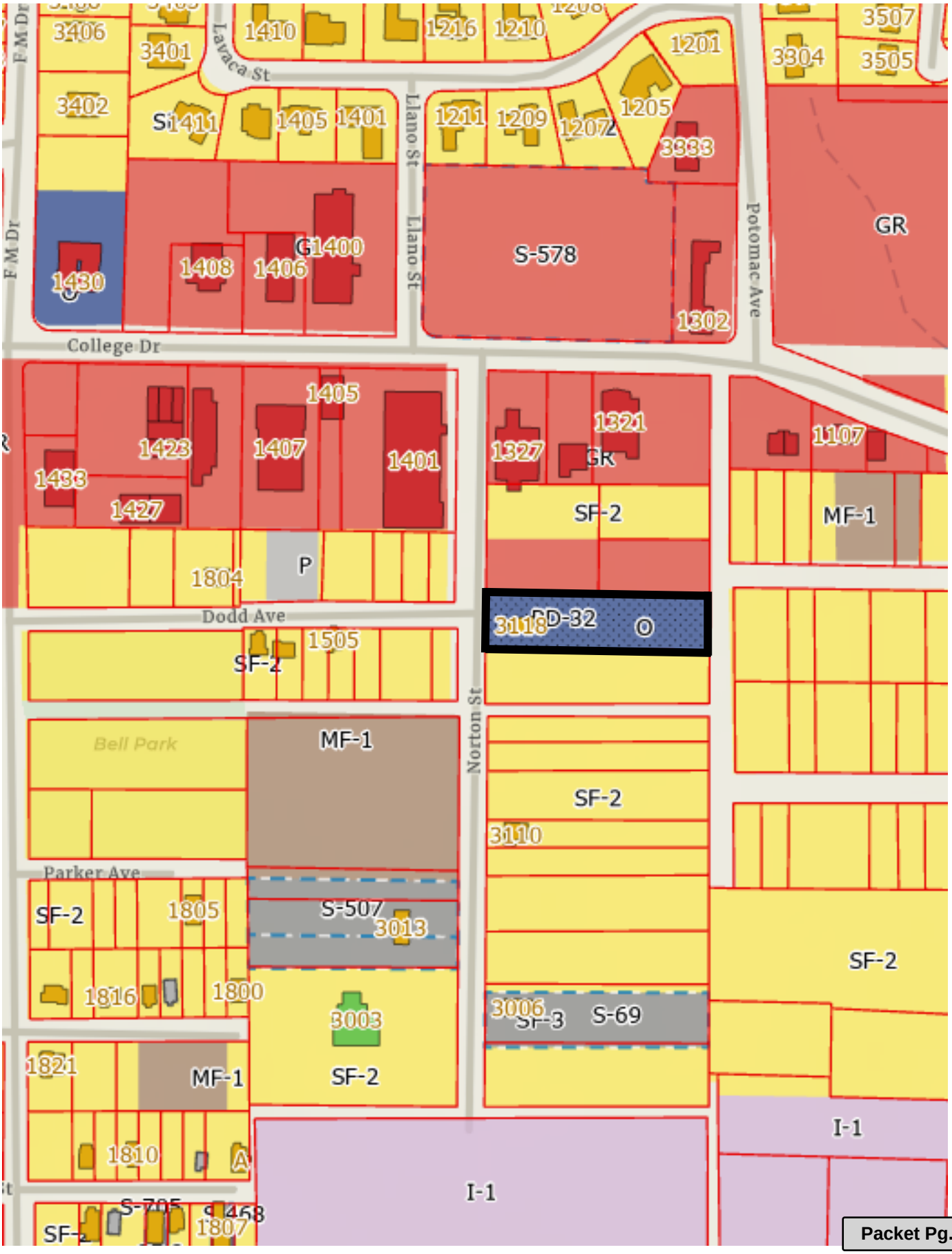
THENCE, NORTH 02°13'37" WEST, 80.00 FEET TO A POINT AND THE POINT OF BEGINNING

BEARINGS BASED ON TEXAS GRID NORTH, NAD83, NORTH CENTRAL ZONE.

SAID TRACT CONTAINS 0.1469 ACRES (6,400 SQUARE FEET), MORE OR LESS.

Attachment: 2022-060 EXH 'A' (Legal Description) (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

3118 Norton Street



Attachment: 2022-060 ATTH 01 (Maps) (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

2022-060 ATTH 001
S-752

3118 Norton Street

Attachment: 2022-060 ATTH 01 (Maps) (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

City of Texarkana, Texas

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

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

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

Attachment: 2022-060 Goals & Perspectives (3711 : 2022-060 ORD SUP cell tower location 3118 Norton)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/7/2022 1:17 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-061 approving an amendment to PD-02-13 (General Retail) for site plan approval on Lots 7, and 8, Block 5, Richmond Subdivision 4th, located on the two lots north of 4414 Galleria Oaks Drive. Jennifer Carrillo, owner, and Kayla Wood, MTG Engineers and Surveyors, agent.		

Briefing: 7/11/2022 **Public Hearing:** 7/11/2022 **Council Vote:** 7/11/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request for site plan approval by Jennifer Carrillo, owner, and Kayla Wood with MTG Engineers and Surveyors, agent, on Lots 7 and 8, Block 5, Richmond Subdivision 4th, located on the two lots north of 4414 Galleria Oaks. This property is currently vacant land.

The adjacent zoning is Planned Development-General Retail to the north, south, east, and west. The adjacent land use is vacant land to the north, office to the south, restaurant to the east and apartment complex to the west.

The Future Land Use Map designated this property as “Neighborhood Residential”.

The site plan lists the following:

1. Construction of a new 480 sq. ft. building.
2. Façade will be white limestone and brick.
3. Access will be from Arista Boulevard.
4. Six (6) parking spaces including one (1) handicapped space.
5. A 5’X5’ ft. circular sign affixed to the side of the coffee shop building. No CEVMS.
6. A screened dumpster site to the east of the parking lot.

See attached Texarkana Water Utility comments.

Staff recommends for approval of the site plan.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

May 2, 2022

Attachments

a. 2022-061 ORD Amendment to PD-02-13(GR) (DOCX)
b. 2022-061 EXH 'A' (Site Plan)(PDF)
c. 2022-061 ATTH 01 (Maps) (PDF)
d. 2022-061 ATTH 02 (Floorplan) (PDF)
e. 2022-061 ATTH 03 (Elevations) (PDF)
f. 2022-061 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2022 11:06 AM
City Manager	David Orr	Reviewer	Completed	06/09/2022 9:33 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

Amendment to
PD-02-13(GR)

ORDINANCE NO. 2022-061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-02-13 GENERAL RETAIL FOR SITE PLAN APPROVAL ON LOTS 7 AND 8, BLOCK 5, RICHMOND SUBDIVISION 4TH, LOCATED ON THE TWO LOTS NORTH OF 4414 GALLERIA OAKS 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 requesting the approval of a **site plan (Exhibit 'A') on Lots 7 and 8, Block 5, Richmond Subdivision 4th, located on the two lots north of 4414 Galleria Oaks Drive** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-02-13(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-02-13(GR); and

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

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

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

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

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

SECTION 1: The site plan for **(Exhibit 'A') on Lots 7 and 8, Block 5, Richmond Subdivision 4th, located on the two lots north of 4414 Galleria Oaks Drive** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-02-13(GR).

Attachment: 2022-061 ORD Amendment to PD-02-13(GR) (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)

SECTION 2: PD-02-13(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. Construction of a new 480 sq. ft. building.
2. Façade will be white limestone and brick.
3. Access will be from Arista Boulevard.
4. Six (6) parking spaces including one (1) handicapped space.
5. A 5'X5' ft. circular sign affixed to the side of the coffee shop building. No CEVMS.
6. A screened dumpster site to the east of the parking 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: 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 **11th day of July, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

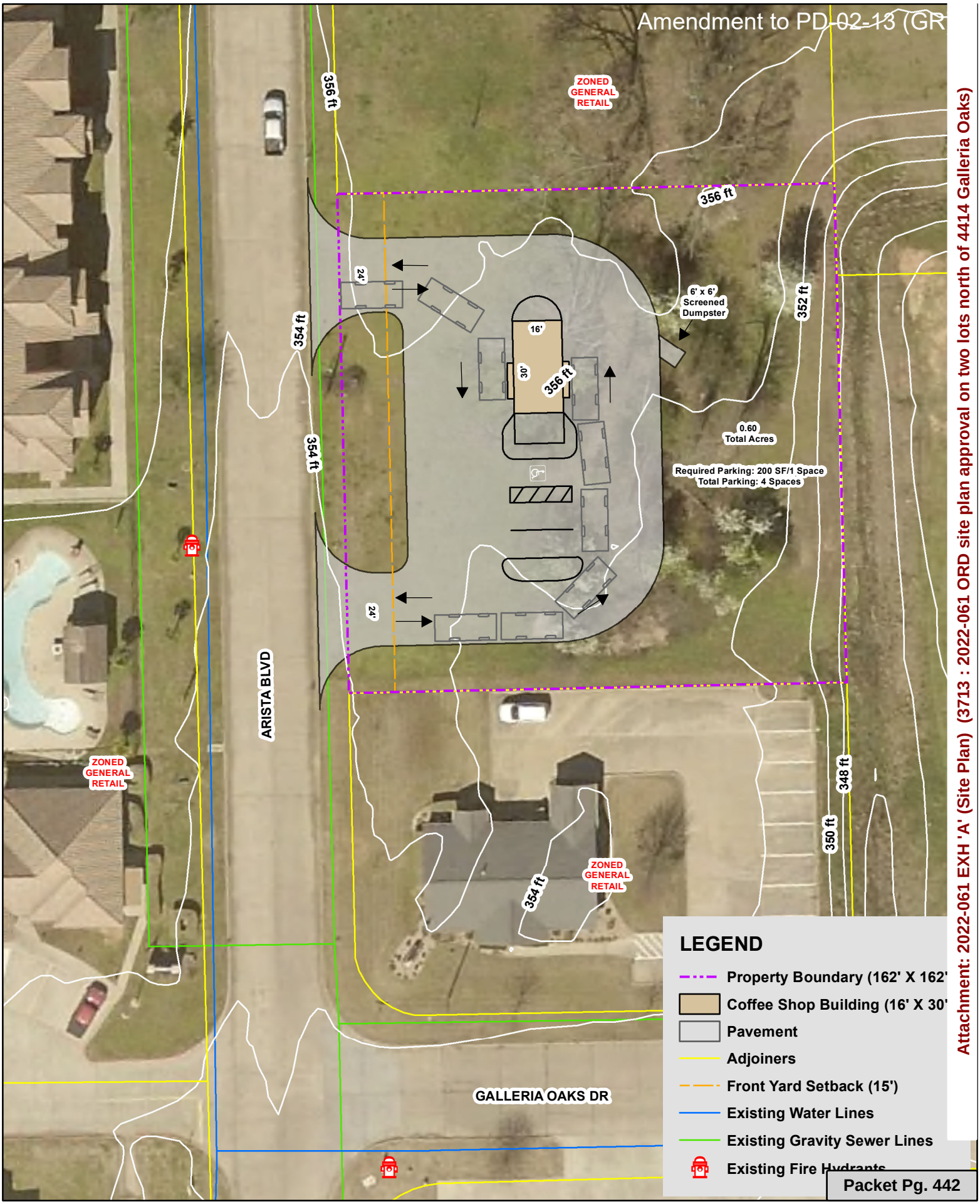
Attachment: 2022-061 ORD Amendment to PD-02-13(GR) (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)

MTG | ENGINEERS & SURVEYORS

THE ROASTED GOAT
TEXARKANA, TEXAS

2022-061 EXH 'A'

0 12.5 25 50 F



Attachment: 2022-061 EXH 'A' (Site Plan) (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)

2022-061 ATTH 001
Amendment to PD-02-13 (GR)

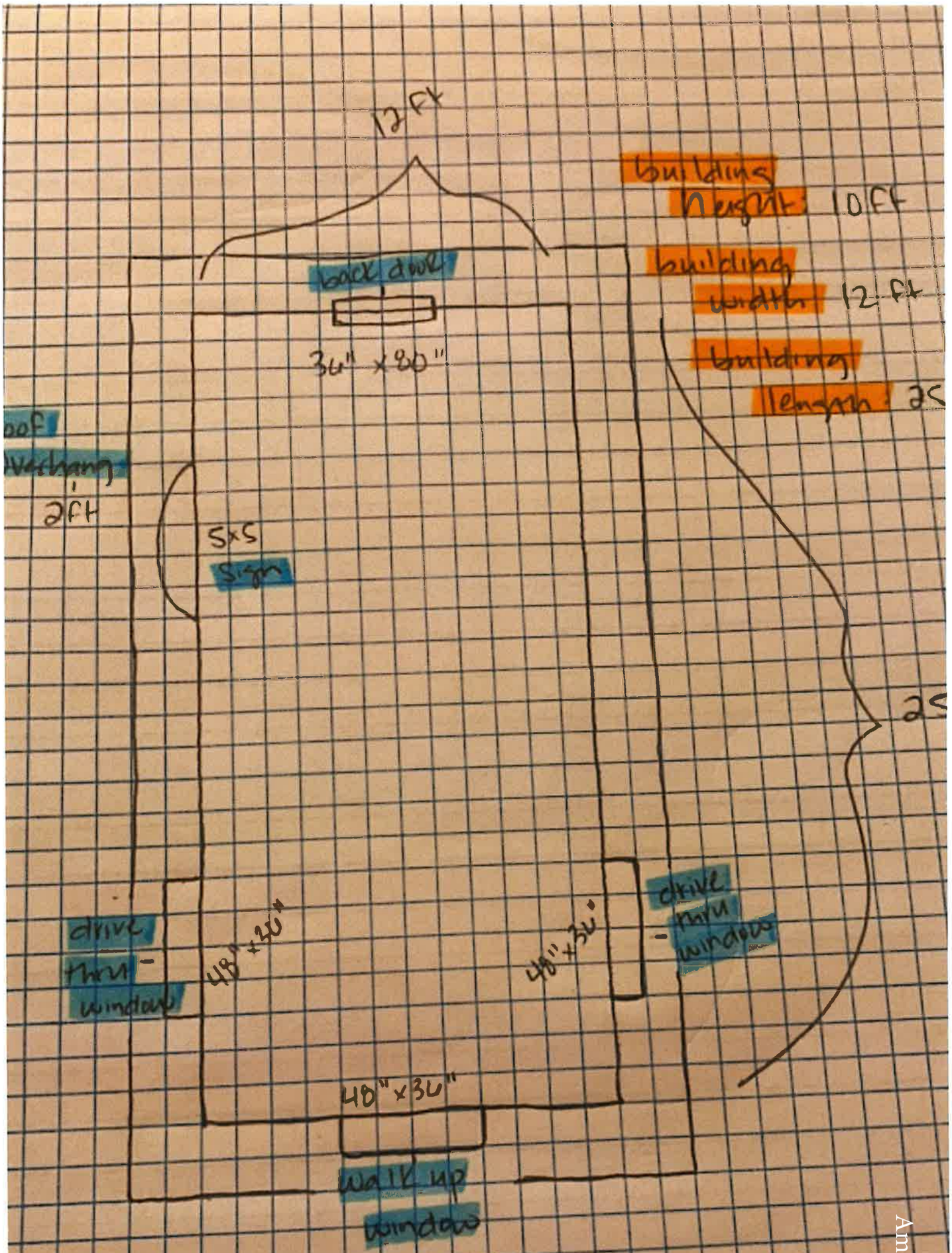
Two parcels North of 4414 Galleria Oaks

Attachment: 2022-061 ATTH 01 (Maps) (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)

2022-061 ATTH 001
Amendment to PD-02-13 (GR)

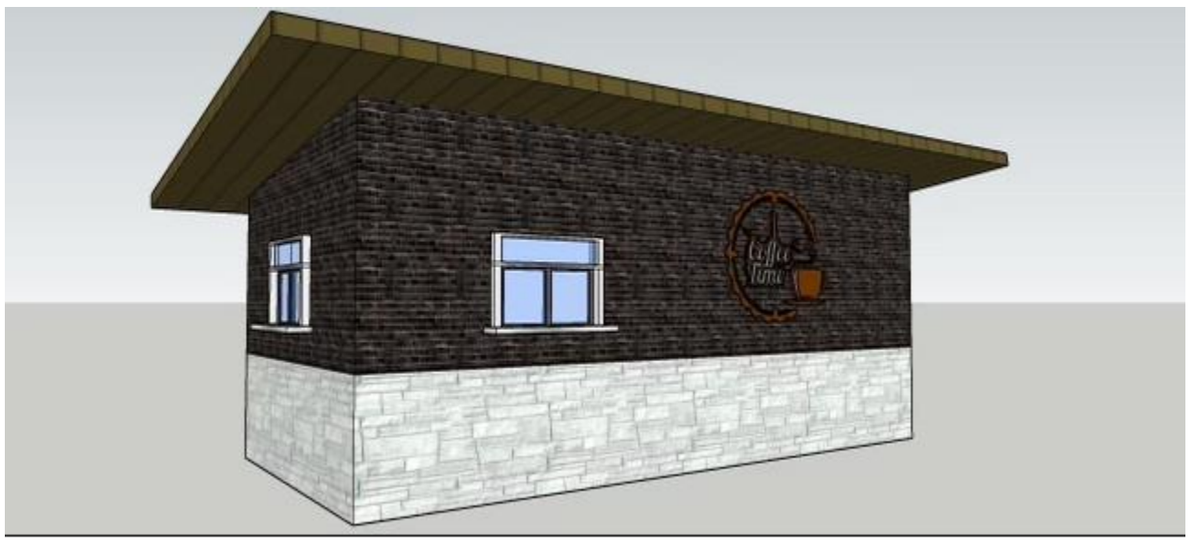
Two parcels North of 4414 Galleria Oaks

Attachment: 2022-061 ATTH 01 (Maps) (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)



Amendment to PD-02-13 (GR)
2022-061 ATTH 002

Attachment: 2022-061 ATTH 02 (Floorplan) (3713 : 2022-061 ORD site plan approval on two lots north of



Attachment: 2022-061 ATTH 03 (Elevations) (3713 : 2022-061 ORD site plan approval on two lots north of

City of Texarkana, Texas

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

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

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

Attachment: 2022-061 Goals & Perspectives (3713 : 2022-061 ORD site plan approval on two lots north of 4414 Galleria Oaks)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 6/3/2022 8:36 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-062 approving an amendment to PD-86-3 (General Retail) for site plan approval on Lot 1 Richmond-Kwik Addition, located at 2903 Richmond Road. Paige Hobbs with American Goods, LLC, owners, and Greg Ryden, Ryden Architecture, agent.		

Briefing: 7/11/2022 **Public Hearing:** 7/11/2022 **Council Vote:** 7/11/2022

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request for site plan approval by Paige Hobbs with American Goods, LLC, owners, and Greg Ryden with Ryden Architecture, agent, on Lot 1 Richmond-Kwik Addition, located at 2903 Richmond Road. This property was previously a Pizza Hut. The intended use is a Popeyes.

The adjacent zoning is Planned Development General Retail to the north, and east, General Retail to the south, and Multiple Family-1 to the west. The adjacent land use is oil changer to the north, a restaurant to the east, office to the south and apartments to the west.

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

The site plan consists of the following:

1. The construction of a 3,060 sq. ft. building.
2. The façade will be EIFS and Faux brick.
3. The access driveway will be off Richmond Road. Any driveway improvements on Richmond will need TXDOT approval.
4. 56 parking spaces including 3 handicapped spaces. Each parking space must be a minimum of 180 sq. ft. (9’x20’ or 10’x18’).
5. An 8’X4’ monument style sign. Wall signs as indicated on the elevations.
6. Screened dumpster located in the southwest corner of the parking lot.
7. Drive thru located at the south side of building.
8. If the most remote part of the building is more than 150 feet “travel distance” away from the centerline of the roadway it will require a fire lane that is big enough for a 40 ft WB.

9. If the most remote part of the building is more than 400 feet “travel distance” away from the nearest fire hydrant one will have to be added.

See attached Texarkana Water Departments comments.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

May 2, 2022

Attachments

a. 2022-062 ORD Amendment to PD-86-3(GR) 2903 Richmond Rd (DOCX)
b. 2022-062 EXH 'A' (Site Plan)(PDF)
c. 2022-062 ATTH 01 (Maps) (PDF)
d. 2022-062 ATTH 02 (Elevations) (PDF)
e. 2022-062 ATTH 03 (Signs) (PDF)
f. 2022-062 ATTH 04 (Elevations) (PDF)
g. 2022-062 Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration	Mashell Daniel	Reviewer	Completed	06/03/2022 11:08 AM
City Manager	David Orr	Reviewer	Completed	06/09/2022 9:34 PM
City Council	Jennifer Evans	Meeting	Completed	06/13/2022 6:00 PM

Meeting History

Amendment to
PD-86-3(GR)

ORDINANCE NO. 2022-062

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-86-3 GENERAL RETAIL FOR SITE PLAN APPROVAL ON LOT 1, RICHMOND-KWIK ADDITION, LOCATED AT 2903 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, Richmond-Kwik Addition, located at 2903 Richmond Road,** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-86-3(GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-86-3(GR); and

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

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

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

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

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

SECTION 1: The site plan for **(Exhibit 'A') on a Lot 1, Richmond-Kwik Addition, located at 2903 Richmond Road,** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-86-3(GR).

Attachment: 2022-062 ORD Amendment to PD-86-3(GR) 2903 Richmond Rd (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)

SECTION 2: PD-86-3(GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes, and includes the following:

1. The construction of a 3,060 sq. ft. building.
2. The façade will be EIFS and Faux brick.
3. The access driveway will be off Richmond Road. Any driveway improvements on Richmond will need TxDOT approval.
4. Fifty-six (56) parking spaces including three (3) handicapped spaces. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
5. An 8'X4' monument style sign. Wall signs as indicated on the elevations.
6. Screened dumpster located in the southwest corner of the parking lot.
7. Drive thru located at the south side of building.
8. If the most remote part of the building is more than 150 feet "travel distance" away from the centerline of the roadway it will require a fire lane that is big enough for a 40 ft WB.
9. If the most remote part of the building is more than 400 feet "travel distance" away from the nearest fire hydrant, one will have to be added.

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

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

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

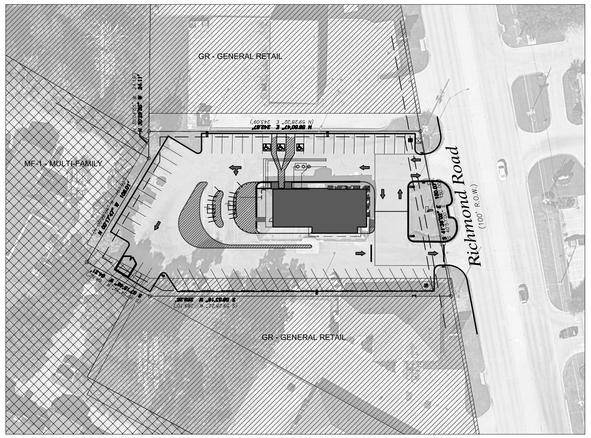
PASSED AND APPROVED in Regular Council Session on this the **11th day of July, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-062 ORD Amendment to PD-86-3(GR) 2903 Richmond Rd (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



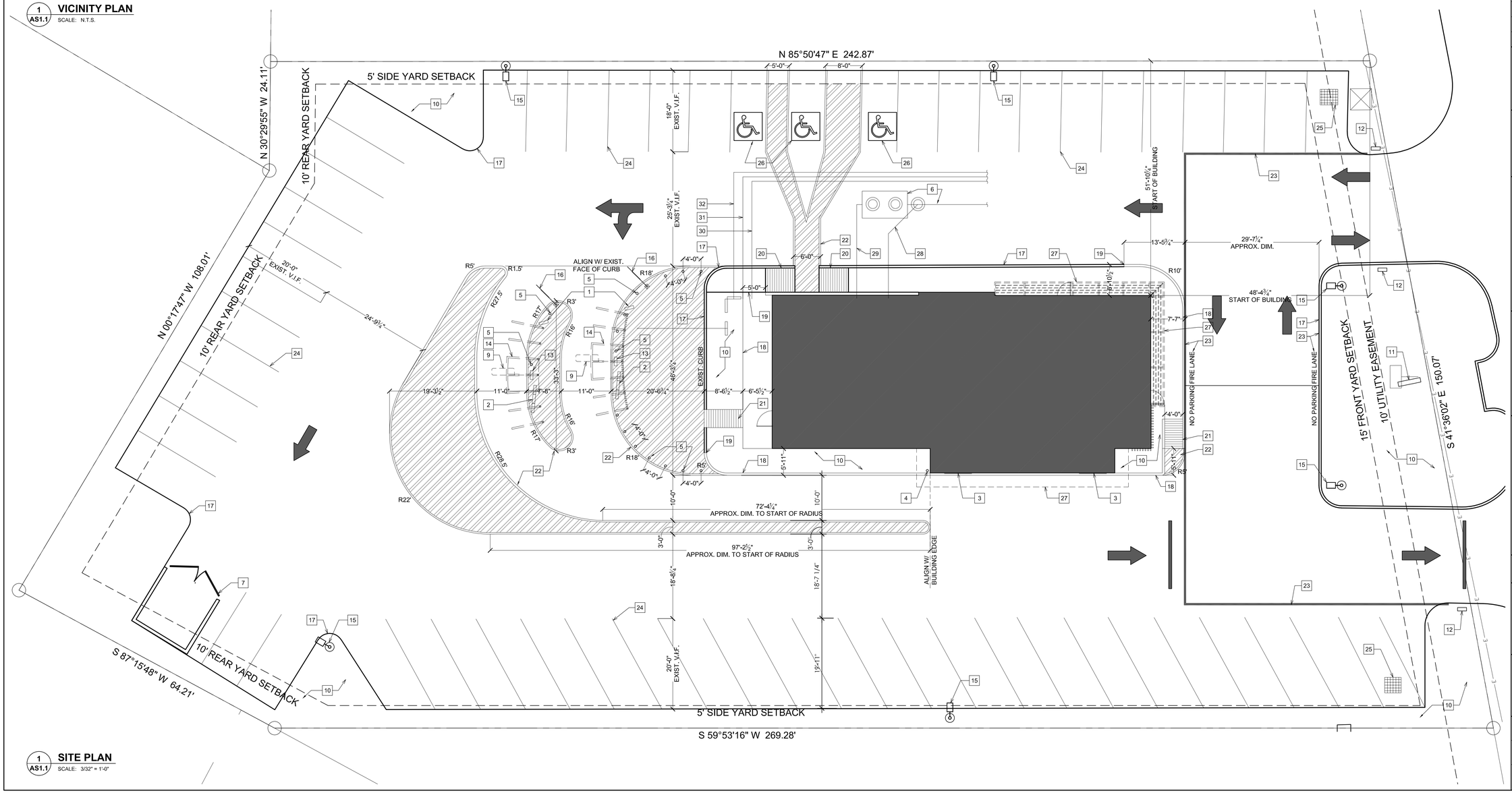
1 AS1.1 **VICINITY PLAN**
SCALE: N.T.S.

NOTES

1. DT DIGITAL PRE-SELL MENU BOARD LOCATION. SEE DETAILS ON SHEET AS2.1.
2. DT DIGITAL MENU BOARD LOCATION. SEE DETAILS ON SHEET AS2.1.
3. POPEYE'S RESTAURANT DRIVE THRU WINDOW LOCATION. SEE FLOOR PLAN ON SHEET A1 FOR ADDITIONAL INFORMATION.
4. 6" STEEL PIPE BOLLARD AT PULL-UP WINDOW. SEE DETAIL 13/AS2.3, FLOOR PLAN A1 AND EXTERIOR ELEVATIONS A5 SERIES.
5. TYPICAL 6" STEEL PIPE BOLLARD, RE: AS2.2 & 2.3
6. APPROXIMATE LOCATION OF NEW GREASE INTERCEPTOR & SANITARY LINE BELOW SITE PAVING. . COORDINATE LOCATION OF SAMPLE WELL WITH PLUMBING DRAWINGS AND LOCATION OF NEW SANITARY LINE WITH EXISTING LINE.
7. EXISTING DUMPSTER ENCLOSURE TO BE RE-USED. PAINT EXISTING CMU WHITE, PROVIDE NEW CEDAR WOOD GATE, AND RE-USE EXISTING GATE HARDWARE.
8. N/A
9. VEHICLE LOOP. REFER TO DETAIL 5/AS2.1.
10. LANDSCAPED AREA; REFER TO SHEET LP1.0.
11. PYLON / MONUMENT SIGN / SIGN BASE.RE-USE EXISTING ELECTRICAL WIRING FROM EXISTING SIGNAGE AS POSSIBLE. REFER TO POPEYES SIGNAGE PACKAGE FOR DETAILS.
12. APPROX. LOCATION OF SITE SIGNAGE. RE-USE ELECTRICAL WIRING FROM EXISTING SIGNAGE AS POSSIBLE. REFER TO DETAIL 9/AS2.1 AND SIGNAGE PACKAGE BY POPEYES FOR DETAILS.
13. SPEAKER POST. REFER TO DETAILS ON SHEET AS2.1.
14. DRIVE THRU CANOPY. REFER TO POPEYES SIGNAGE DRAWINGS.
15. EXISTING SITE POLE LIGHTING TO BE CLEANED AND RE-FINISHED. METAL POLE AND HEAD TO BE PAINTED BLACK; HEAD LAMP OR ENTIRE HEAD TO BE REPLACED.
16. HEIGHT RESTRICTION BAR. REFER TO POPEYES SIGNAGE DRAWINGS.
17. EXISTING PEDESTRIAN WALKWAY AND CURB TO REMAIN. CLEAN TO MATCH APPEARANCE OF NEW CURBS AND WALKWAYS TO THE FULLEST EXTENT POSSIBLE.
18. PROVIDE NEW PEDESTRIAN WALKWAY AND CURB; REFER TO SHEET SD2.4 FOR DETAILS.
19. TIE NEW WALKWAY AND/OR CURB INTO EXISTING; REFER TO SHEET SD2.4 FOR DETAILS.
20. ADJUST EXISTING CURB TO MEET CURRENT T.A.S. REGULATIONS AS REQUIRED.
21. PROVIDE NEW RAMP WITH MAXIMUM SLOPE OF 1:12. RE: SHEET SD2.3
22. PROVIDE NEW 4" WHITE STRIPING
23. RE-STRIPE EXISTING FIRE-LANE STRIPING IN ACCORDANCE WITH CITY STANDARDS/REQUIREMENTS
24. EXISTING PARKING SPACES TO BE RE-STRIPED; 4" WIDE WHITE PAINT.
25. EXISTING STORM GRATE TO REMAIN
26. PROVIDE NEW PAINTED ACCESSIBLE PARKING SYMBOL IN WHITE
27. LINE OF BUILDING CANOPY
28. APPROXIMATE LOCATION OF EXISTING SANITARY SEWER LINE
29. APPROXIMATE LOCATION OF EXISTING GREASE LINE
30. APPROXIMATE LOCATION OF EXISTING UNDERGROUND GAS LINE
31. APPROXIMATE LOCATION OF EXISTING UNDERGROUND ELECTRICAL LINE
32. APPROXIMATE LOCATION OF EXISTING INCOMING DOMESTIC WATER LINE

GENERAL NOTE

ALL EXISTING CONDITIONS ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION OF TRADE. REPORT ANY DISCREPANCIES TO THE ARCHITECT AND OWNER PRIOR TO PERFORMING THE ANTICIPATED WORK.



1 AS1.1 **SITE PLAN**
SCALE: 3/32" = 1'-0"

ISSUE TABLE

No.	Date (mm/dd/yy)	Description
01	03-25-2022	OWNER REVIEW

REVISIONS

No.	Date	Description

DRAWINGS REVISED AS PER DESIGN BULLETIN

No.	Date	Description

PROJECT NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, or CONSTRUCTION
GREG RYDEN, ARCHITECT
DATE: 03/25/2022

RYDEN ARCHITECTURE
commercial | residential | planning
909 Wakefield Drive
Houston, Texas 77018
713.993.6690 (o)
contact: Greg Ryden, AIA
greg@rydenarchitecture.com

Project

LOUISIANA KITCHEN 19 72

Popeyes

Store Type
US 2136 PROTOTYPE
2136-22

Location
POPEYE'S TEXARKANA
2903 RICHMOND RD.
TEXARKANA, TX, 75503

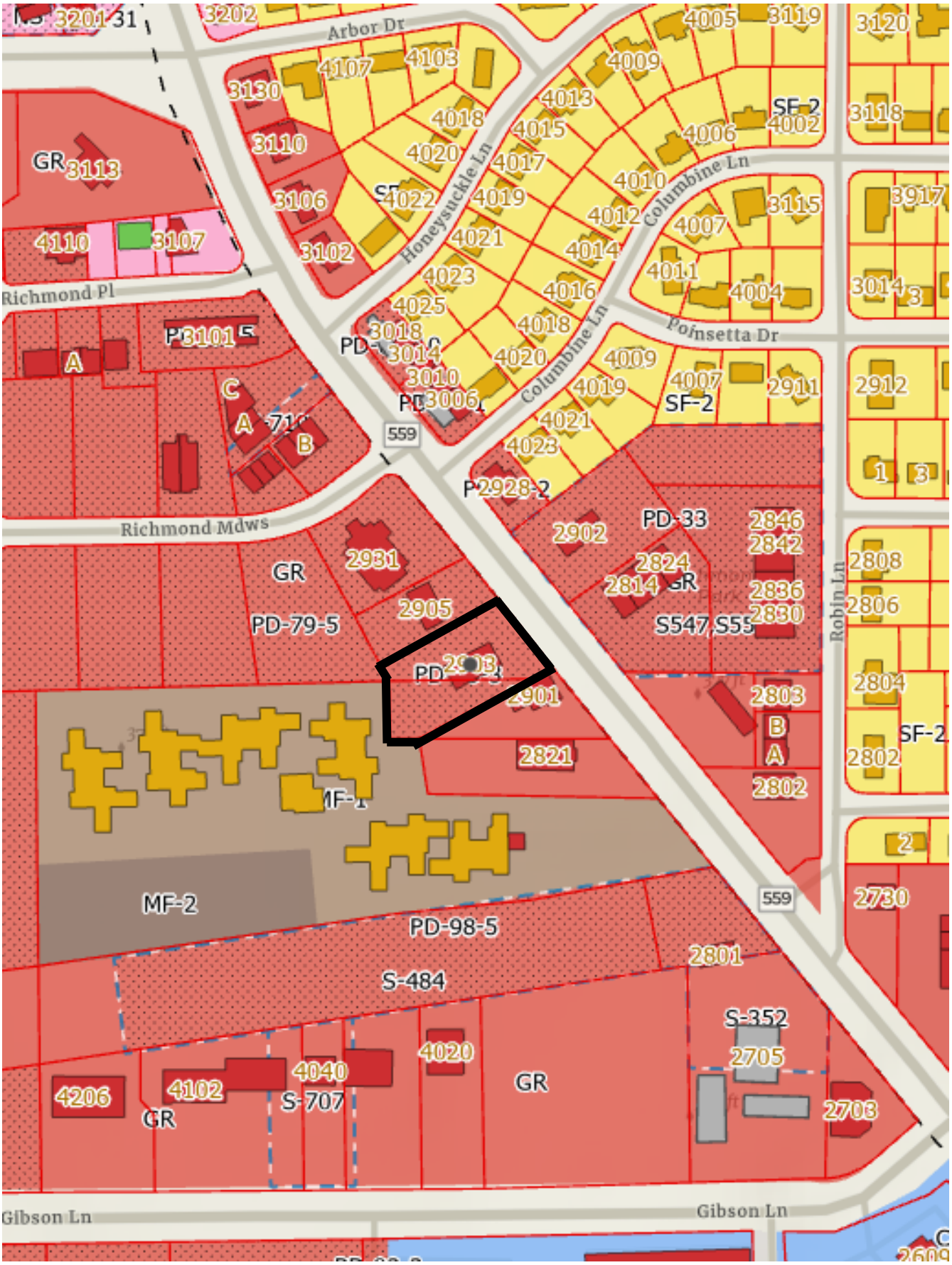
Drawing Title
ARCHITECTURAL SITE PLAN

Drawn	Checked
SR	GR
Scale	Date
AS NOTED	MAR 2022
Project No.	Drawing No.
21027	AS1.1

Attachment: 2022-062 EXH 'A' (Site Plan) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)

2022-062 ATTH 01
Amendment to PD-86-3(GR)

2903 Richmond Road

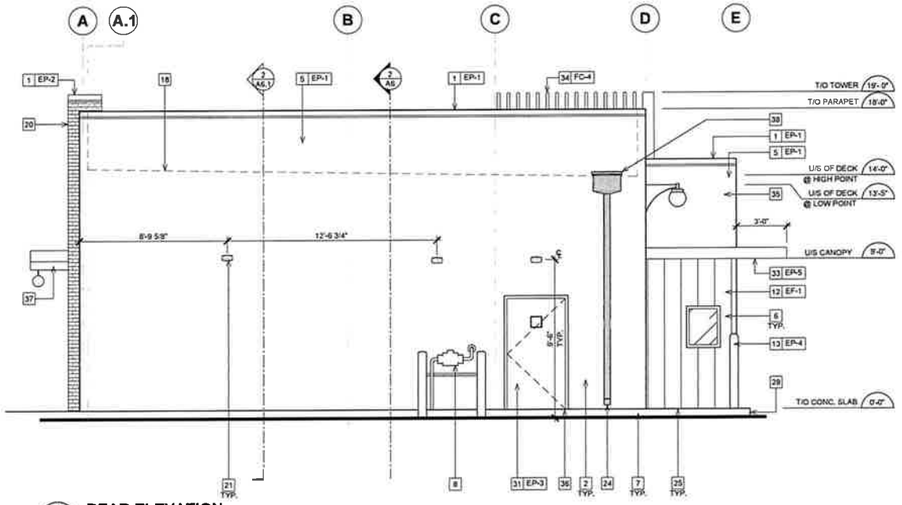


Attachment: 2022-062 ATTH 01 (Maps) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)

Amendment to PD-86-3(GR)

2903 Richmond Road

Attachment: 2022-062 ATTH 01 (Maps) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



1 A5.1 **REAR ELEVATION**
SCALE: 1/4"=1'-0"

EXTERIOR FINISH SCHEDULE

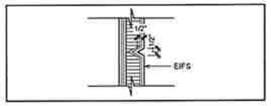
TAG	MATERIAL	APPLICATION	MANUFACTURER	PRODUCT	COLOR/FINISH	DIMENSION
FINISH MATERIALS						
EF-1	EXTERIOR WOOD SIDING	FRONT FACADE EXTERIOR WALLS	NICHIHA FIBER CEMENT	VINTAGE WOOD AWP 3030	CEDAR	17-7/8" H x 119 5/16" L
EB-1	BRICK (CLIP-SYSTEM)	ACCENT TOWER BRICK	NICHIHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BLUFF	7 3/8" x 2 1/2" x 3/4"
EB-2	BRICK (CLIP-SYSTEM)	FRONT OF BUILDING	NICHIHA FIBER CEMENT	VINTAGE BRICK	WHITE WASH (PAINT P-1)	7 3/8" x 2 1/2" x 3/4"
EXTERIOR PAINTS						
EP-1	EXTERIOR PAINT	MAIN WALL SURFACE	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N456)	OC-125 MOONLIGHT WHITE	
EP-2	EXTERIOR PAINT	BRICK TOWER PARAPET	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	2105-20 ROOT BEER CANDY	
EP-3	EXTERIOR PAINT	DUMPSTER WALLS, REAR DOOR	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	HC-170 STONINGTON GREY	
EP-4	METAL PAINT	BOLLARDS	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW	
EP-5	METAL PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK	
EP-6	ANTI-GRAFFITI COAT	EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE - GLOSS	V500-00 CLEAR	
EP-7	EXTERIOR PAINT	EXTERIOR WALLS	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	"TEAL" COLOR CODE TBD	
EXTERIOR MISC.						
C-1	CANOPY - METAL	DRIVE-THRU CANOPY	BY MANUFACTURER	BY MANUFACTURER	ORANGE, PANTONE #3564 C	
C-2	CANOPY - METAL	BUILDING CANOPIES	BY MANUFACTURER	BY MANUFACTURER	TEAL, PANTONE #326 C	
S-1	SHUTTERS - POPPY	EXTERIOR WALLS REAR OF BUILDING	BY MANUFACTURER	BY MANUFACTURER	PROVIDED BY MANUFACTURER	
DP-1	DOOR	MAIN ENTRANCE DOORS	BY MANUFACTURER	BY MANUFACTURER	BLACK ANODIZED	

GENERAL NOTES

1. SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES, COLOUR. TO MATCH WINDOW / DOOR FRAMES.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

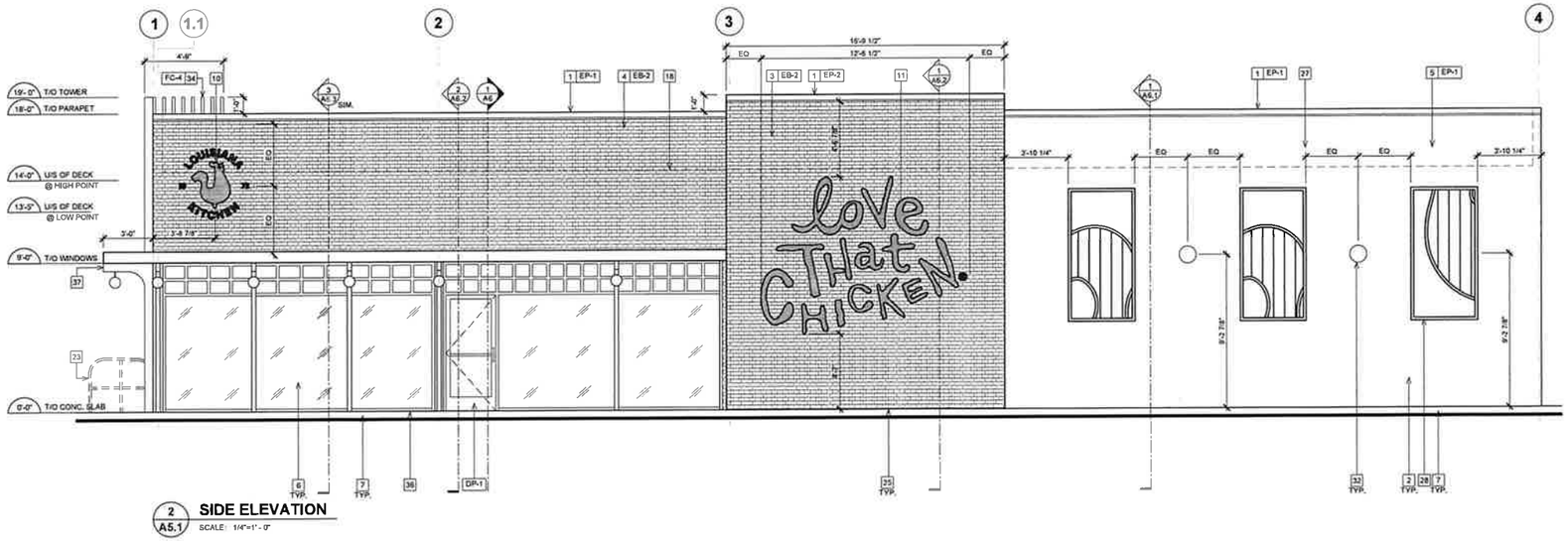
1	NOTE REFERENCE REFER TO ELEVATION NOTES
FNI	FINISH TYPE



3 A5 **SECTION DETAIL @ TYPICAL EIFS REVEAL**
SCALE: 2½"=1'-0"

EXTERIOR ELEVATION NOTES

1. PRE-FINISHED METAL CAP FLASHING C/W DRIP.
2. G.C TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2'-0" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
3. NICHIHA VINTAGEBRICK, COLOR: ALEXANDRIA BUFF, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
4. NICHIHA VINTAGEBRICK, COLOR: WHITE WASH, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
5. EIFS, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
6. PRE-FINISHED 'BLACK ANODIZED' ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
7. EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
8. GAS UTILITY METER.
9. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
10. INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
11. NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING.. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
12. NICHIHA VINTAGE WOOD, COLOR: CEDAR, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
13. PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F, G.C. TO PAINT "SAFETY YELLOW", REFER TO POPEYES MASTER SCHEDULE.
14. DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
15. LOCATION OF HORIZONTAL ROOF DRAIN OUTFLOW. PROVIDE NICKLE-PLATED COWS TONGUE W/ ESCUTCHEON PLATE AND INNER SLEEVE.
16. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE WITH CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
17. N/A.
18. DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
19. C/T CABINET AND METER.
20. LINE OF PARAPET WALLS BEYOND.
21. GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
22. WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
23. N/A
24. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. PROVIDE SPLASH BLOCK AT PAVEMENT. REFER TO PLUMBING DRAWINGS.
25. ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
26. HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
27. N/A
28. DECORATIVE PANELS SUPPLY AND INSTALL BY SIGN COMPANY.
29. G.C TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 6" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
30. MURAL GRAPHIC SUPPLY AND INSTALL BY SIGN COMPANY.
31. REAR EXIT DOOR, PAINT ACCORDING TO THE EXTERIOR FINISH SCHEDULE.
32. WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
33. PRE-FABRICATED CANOPIES W/ PRE-WIRED RECESSED LIGHTS ABOVE DRIVE-THRU SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
34. VERTICAL SIMULATED WOOD SLATS. REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
35. WALL SCONCE LIGHTING. REFER TO ELECTRICAL SCHEDULE.
36. CONCRETE SIDEWALK (BY G.C). REFER TO SITE PLAN.
37. HORIZONTAL WOOD GRAIN ENTRANCE CANOPY W/ TEAL VERTICAL & HORIZONTAL SUPPORTS SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. PRE-WIRED LED LIGHT GLOBE FIXTURE.
38. PRE-FINISHED METAL COLLECTION OVERFLOW BOX AND DOWNSPOUT. REFER TO ROOF PLAN



2 A5.1 **SIDE ELEVATION**
SCALE: 1/4"=1'-0"

ISSUE TABLE

No.	Date (mm/dd/yy)	Description
01	03-25-2022	OWNER REVIEW

REVISIONS

No.	Date	Description

DRAWINGS REVISED AS PER DESIGN BULLETIN

No.	Date	Description

PROJECT NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, or CONSTRUCTION
GREG RYDEN, ARCHITECT
DATE: 03/25/2022

RYDEN ARCHITECTURE
commercial | residential | planning
909 Wakefield Drive
Houston, Texas 77018
713.993.6690 (o)
contact: Greg Ryden, AIA
greg@rydenarchitecture.com

Project
LOUISIANA KITCHEN 19 72 POPEYES

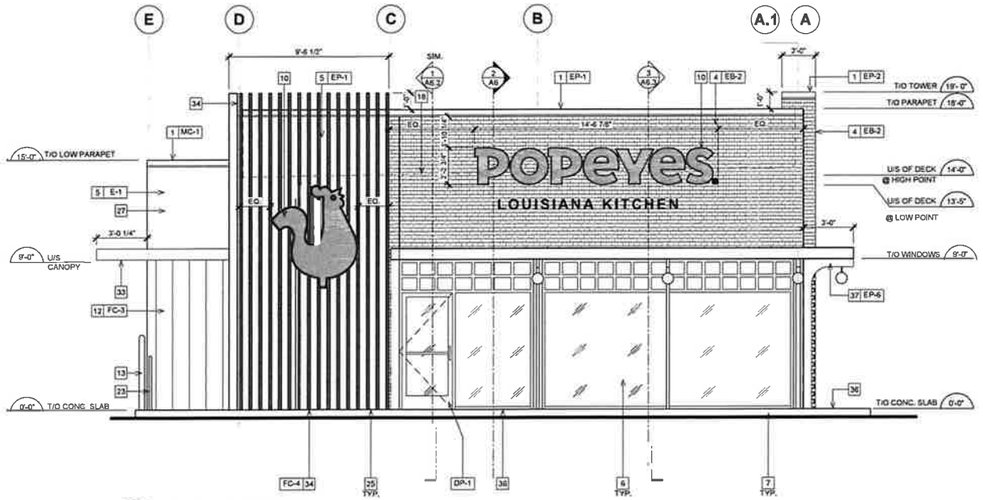
Store Type
US 2136 PROTOTYPE
2136-22

Location
POPEYE'S TEXARKANA
2903 RICHMOND RD.
TEXARKANA, TX, 75503

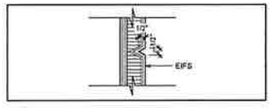
Drawing Title
EXTERIOR ELEVATIONS

Drawn	Checked
SR	GR
Scale: AS NOTED	Date: MAR 2022
Project No.: 21027	Drawing No.: A5.1

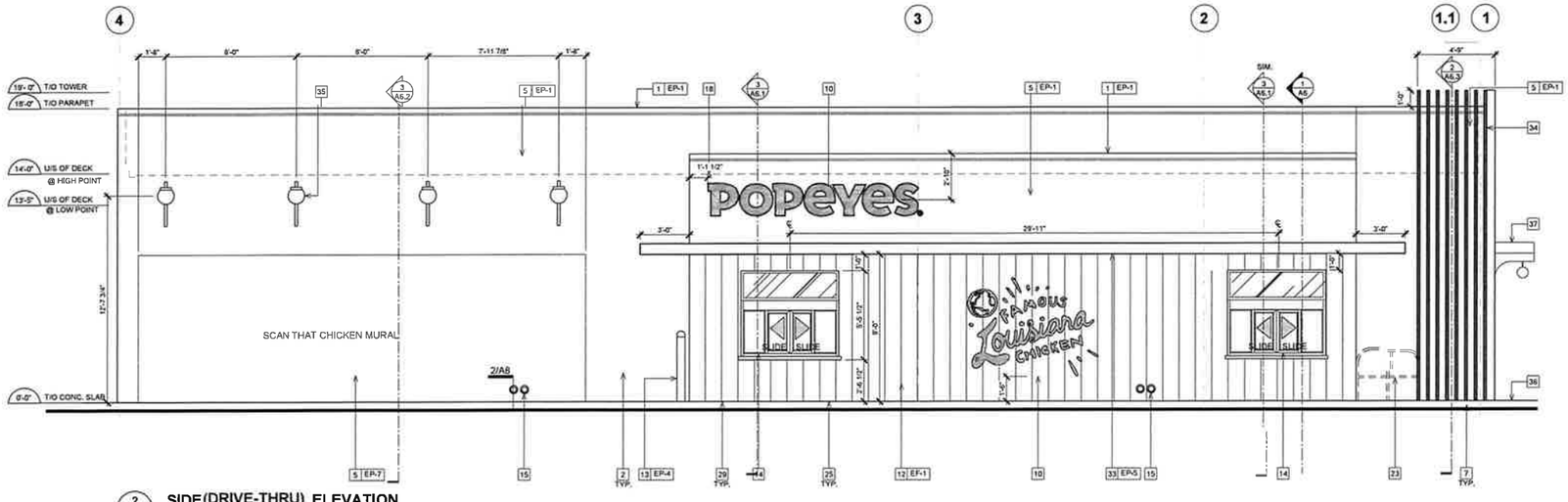
Attachment: 2022-062 ATTH 02 (Elevations) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



1 A5 **FRONT ELEVATION**
SCALE: 1/4"=1'-0"



3 A5 **SECTION DETAIL @ TYPICAL EIFS REVEAL**
SCALE: 2½"=1'-0"



2 A5 **SIDE(DRIVE-THRU) ELEVATION**
SCALE: 1/4"=1'-0"

EXTERIOR FINISH SCHEDULE

TAG	MATERIAL	APPLICATION	MANUFACTURER	PRODUCT	COLOR/FINISH	DIMENSION
FINISH MATERIALS						
EF-1	EXTERIOR WOOD SIDING	FRONT FACADE EXTERIOR WALLS	NICHIHA FIBER CEMENT	VINTAGE WOOD AWP 3030	CEDAR	17-7/8" H x 119 5/16" L
EB-1	BRICK (CLIP-SYSTEM)	ACCENT TOWER BRICK	NICHIHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BLUFF	7 3/8" x 2 1/2" x 3/4"
EB-2	BRICK (CLIP-SYSTEM)	FRONT OF BUILDING	NICHIHA FIBER CEMENT	VINTAGE BRICK	WHITE WASH (PAINT P-1)	7 3/8" x 2 1/2" x 3/4"
EXTERIOR PAINTS						
EP-1	EXTERIOR PAINT	MAIN WALL SURFACE	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	OC-125 MOONLIGHT WHITE	
EP-2	EXTERIOR PAINT	BRICK TOWER PARAPET	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	2105-20 ROOT BEER CANDY	
EP-3	EXTERIOR PAINT	DUMPSTER WALLS, REAR DOOR	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	HC-170 STONINGTON GREY	
EP-4	METAL PAINT	BOLLARDS	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW	
EP-5	METAL PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK	
EP-6	ANTI-GRAFFITI COAT	EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE - GLOSS	V500-00 CLEAR	
EP-7	EXTERIOR PAINT	EXTERIOR WALLS	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	"TEAL" COLOR CODE TBD	
EXTERIOR MISC						
C-1	CANOPY - METAL	DRIVE-THRU CANOPY	BY MANUFACTURER	BY MANUFACTURER	ORANGE, PANTONE #3564 C	
C-2	CANOPY - METAL	BUILDING CANOPIES	BY MANUFACTURER	BY MANUFACTURER	TEAL PANTONE #326 C	
S-1	SHUTTERS - POPPY	EXTERIOR WALLS REAR OF BUILDING	BY MANUFACTURER	BY MANUFACTURER	PROVIDED BY MANUFACTURER	
DP-1	DOOR	MAIN ENTRANCE DOORS	BY MANUFACTURER	BY MANUFACTURER	BLACK ANODIZED	

GENERAL NOTES

1. SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES, COLOUR TO MATCH WINDOW / DOOR FRAMES
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS

SYMBOL LEGEND

1	NOTE REFERENCE REFER TO ELEVATION NOTES
FN#	FINISH TYPE

EXTERIOR ELEVATION NOTES

1. PRE-FINISHED METAL CAP FLASHING C/W DRIP
2. G.C TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN 3'-0" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
3. NICHIHA VINTAGEBRICK, COLOR ALEXANDRIA BUFF REFER TO POPEYES EXTERIOR FINISH SCHEDULE
4. NICHIHA VINTAGEBRICK, COLOR WHITE WASH REFER TO POPEYES EXTERIOR FINISH SCHEDULE
5. EIFS REFER TO POPEYES EXTERIOR FINISH SCHEDULE
6. PRE-FINISHED BLACK ANODIZED ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING
7. EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS
8. GAS UTILITY METER
9. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS
10. INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ½" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
11. NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ½" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
12. NICHIHA VINTAGE WOOD, COLOR CEDAR REFER TO POPEYES EXTERIOR FINISH SCHEDULE
13. PROVIDE 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C TO PAINT "SAFETY YELLOW" REFER TO POPEYES MASTER SCHEDULE.
14. DRIVE-THRU WINDOW, REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
15. LOCATION OF HORIZONTAL ROOF DRAIN OUTFLOW, PROVIDE NICKLE-PLATED COWS TONGUE W/ ESCUTCHEON PLATE AND INNER SLEEVE.
16. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE WITH CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS
17. N/A
18. DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
19. C/T CABINET AND METER
20. LINE OF PARAPET WALLS BEYOND
21. GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES
22. WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER
23. N/A
24. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. PROVIDE SPLASH BLOCK AT PAVEMENT. REFER TO PLUMBING DRAWINGS.
25. ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS
26. HOSE BIB G.C TO PAINT COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS
27. N/A
28. DECORATIVE PANELS SUPPLY AND INSTALL BY SIGN COMPANY
29. G.C TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
30. MURAL GRAPHIC SUPPLY AND INSTALL BY SIGN COMPANY.
31. REAR EXIT DOOR PAINT ACCORDING TO THE EXTERIOR FINISH SCHEDULE
32. WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY
33. PRE-FABRICATED CANOPIES WITH PRE-WIRED RECESSED LIGHTS ABOVE. DRIVE-THRU SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS
34. VERTICAL SIMULATED WOOD SLATS REFER TO POPEYES EXTERIOR FINISH SCHEDULE
35. WALL SCONCE LIGHTING REFER TO ELECTRICAL SCHEDULE
36. CONCRETE SIDEWALK (BY G.C) REFER TO SITE PLAN
37. HORIZONTAL WOOD GRAIN ENTRANCE CANOPY WITH TEAL VERTICAL & HORIZONTAL SUPPORTS SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. PRE-WIRED LED LIGHT GLOBE FIXTURE.
38. PRE-FINISHED METAL COLLECTION OVERFLOW BOX AND DOWNSPOUT REFER TO ROOF PLAN

ISSUE TABLE

No	Date (mm/dd/yy)	Description
01	03-25-2022	OWNER REVIEW

REVISIONS

No	Date	Description

DRAWINGS REVISED AS PER DESIGN BULLETIN

No	Date	Description

PROJECT NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, or CONSTRUCTION
GREG RYDEN, ARCHITECT
DATE: 03/25/2022

RYDEN ARCHITECTURE
commercial | residential | planning

909 Wakefield Drive
Houston, Texas 77018
713 993 6690 (o)
contact: Greg Ryden, AIA
greg@rydenarchitecture.com

Project
LOUISIANA KITCHEN 19 72
POPEYES

Store Type
US 2136 PROTOTYPE
2136-22

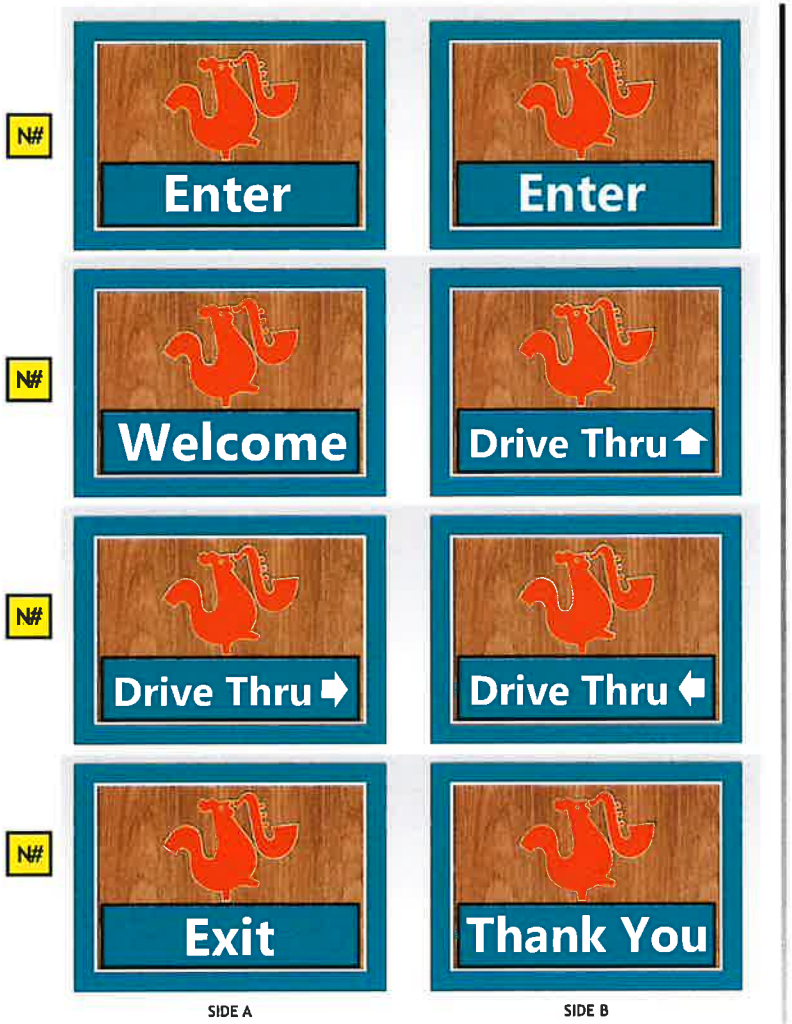
Location
POPEYE'S TEXARKANA
2903 RICHMOND RD.

TEXARKANA, TX, 75503

Drawing Title
EXTERIOR ELEVATIONS

Drawn	Checked
SR	GR
Scale	Date
AS NOTED	MAR 2022
Project No	Drawing No
21027	A5

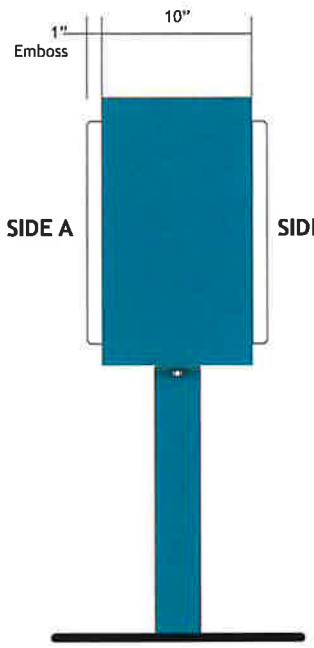
Attachment: 2022-062 ATTH 02 (Elevations) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



☐ FACES

Scale: 1"=1'-0"

Front View



Side View

Scale: 1½" = 1'-0"

COLOR SPECIFICATIONS: DIGITAL PRINT 2ND SURFACE

- PMS 3564C - 3M 3630-84 TANGERINE
- PMS 326C - TEAL
- WOOD GRAIN
- WHITE - BACK SPRAYED PAINT

☐ DIRECTIONAL SIGN

SIGN AREA = 3.12 SQ. FT. EA.

Scale: VARIES

LOREN INDUSTRIES

12226 Coast Drive
Whittier, CA 90601
Tel: (562) 946-7545
Fax: (562) 949-5707
St. Lic.: 455415
Los Angeles, CA

DRAWING/REVISION NO.:
02-20-0002R5

PAGE NO.:
23 OF 34

CLIENT:
POPEYES

ADDRESS
5707 Blue Lagoon Drive
Miami, FL 33126

Approval Signature

DATE:
02/14/2020

PROJECT MANAGER
Dave P.

DESIGNER:
EC

REVISION DATE:
03/26/2021

REVISION BY:
Adrian C.

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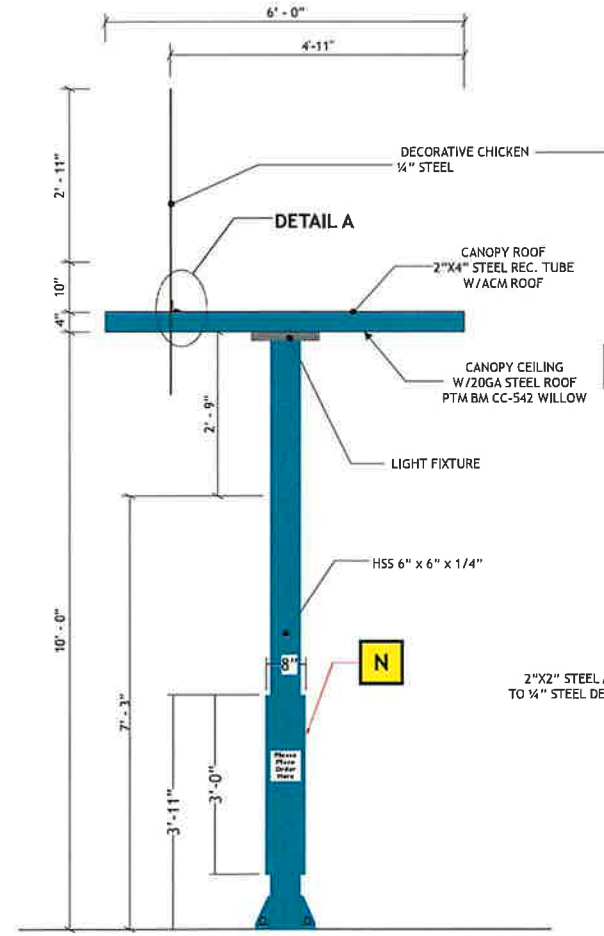
Attachment: 2022-062 ATTH 03 (Signs) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)

COLOR

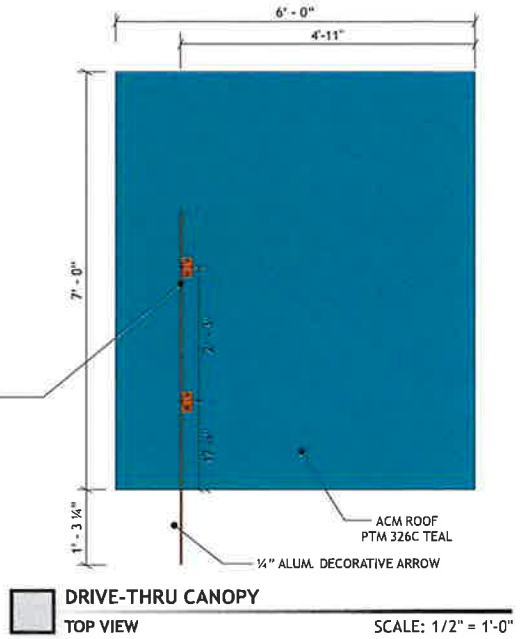
PMS 326C TEAL

PMS 3564C



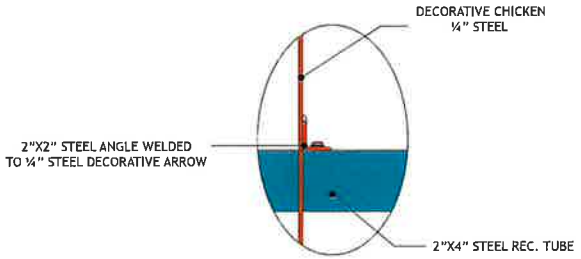
N DRIVE-THRU CANOPY QTY. 2

FRONT VIEW SCALE: 1/2" = 1'-0"



DRIVE-THRU CANOPY

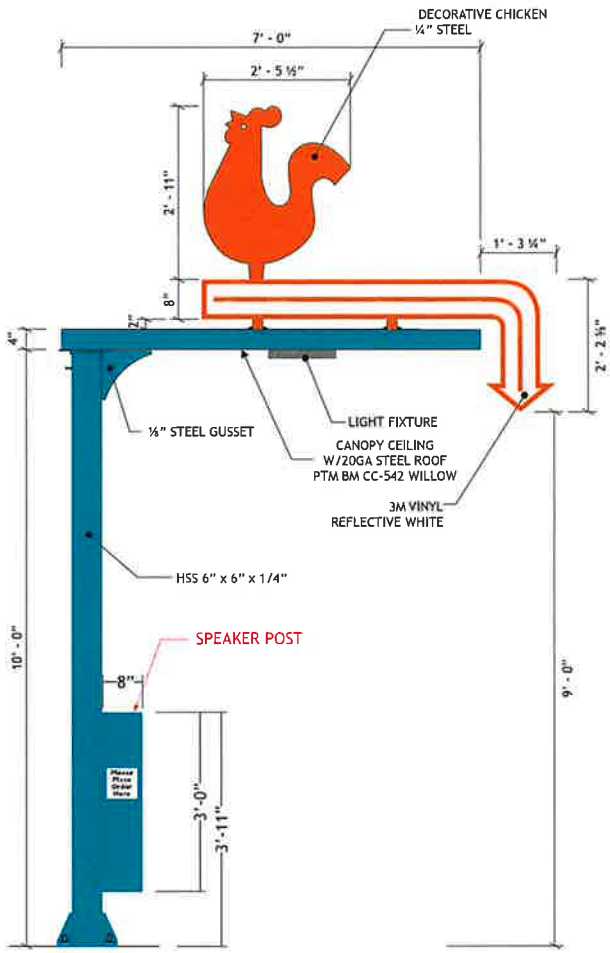
TOP VIEW SCALE: 1/2" = 1'-0"



DETAIL A

Scale: 1 1/2" = 1'-0"

FOOTING BY OTHERS



N DRIVE-THRU CANOPY

SIDE VIEW SCALE: 1/2" = 1'-0"

LOREN INDUSTRIES

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Whittier, CA 90601
Tel: (562) 946-7545
Fax: (562) 949-7707
St. Lic.: 455415
Los Angeles, CA

DRAWING/REVISION NO.: 02-20-0002R5

PAGE NO.: 24 OF 34

CLIENT: POPEYES

ADDRESS: 5707 Blue Lagoon Drive Miami, FL 33126

Approval Signature

DATE: 02/14/2020

PROJECT MANAGER: Dave P.

DESIGNER: EC

REVISION DATE: 03/26/2021

REVISION BY: Adrian C.

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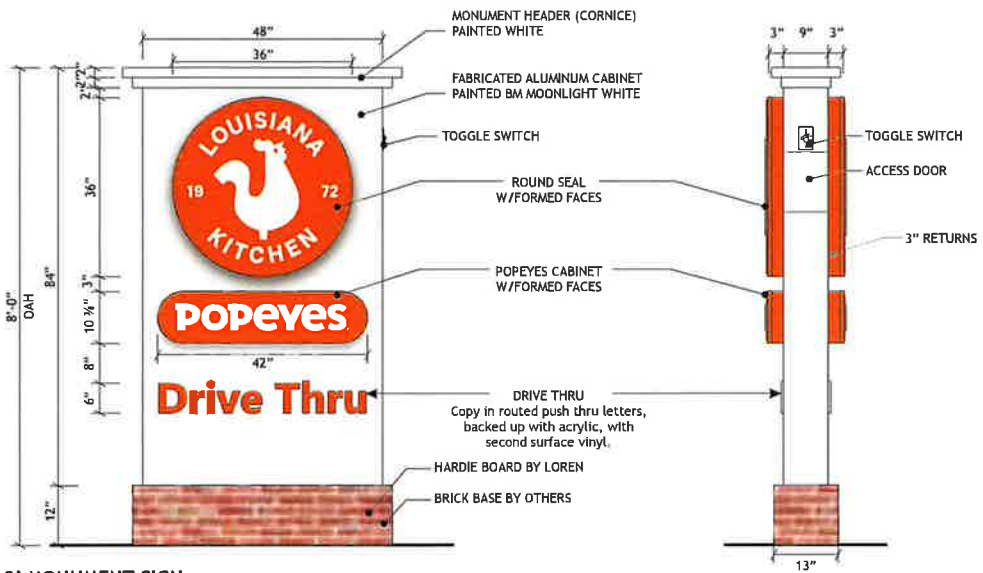
Attachment: 2022-062 ATTH 03 (Signs) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



COLOR SPECIFICATIONS:

- PMS 3564C - 3M 3630-84 TANGERINE
- WHITE CORNICE
- EXTERIOR PAINT (EP-2) BENJAMIN MOORE FACTORY BLACK
- EXTERIOR PAINT (EP-1) BENJAMIN MOORE MOONLIGHT WHITE
- BRICK (EB-1) BY OTHERS BRICK FLAGSAFF

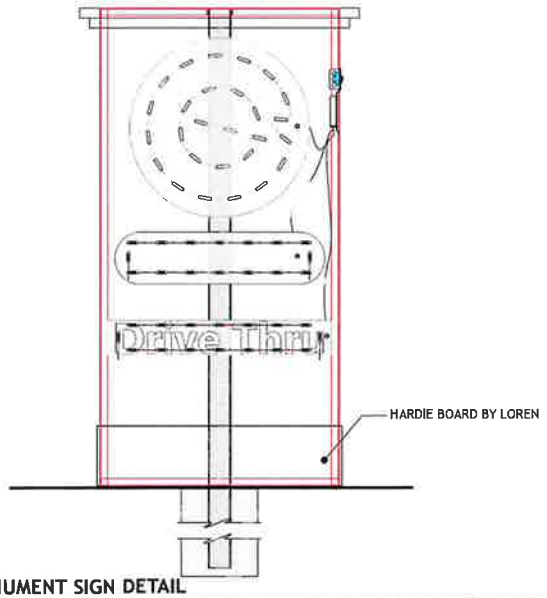
NIGHT TIME VIEW

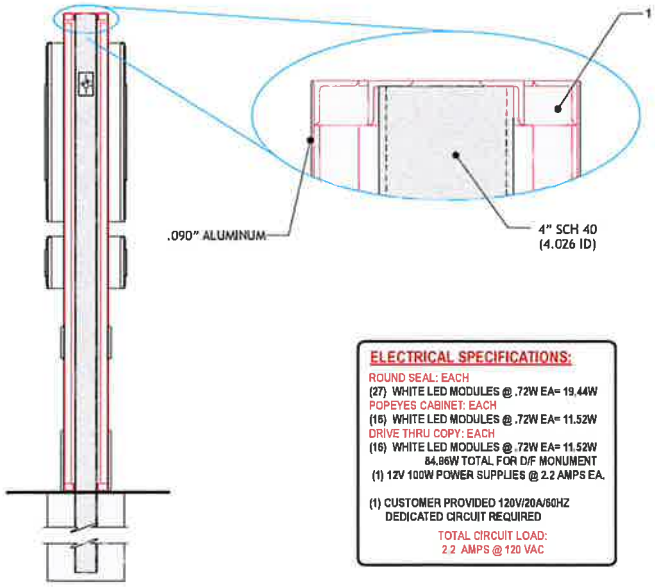
SCOPE OF WORK

1.) Manufacture and install type double faced monument as shown.
2.) Cabinet to be fabricated w/1 ½" alum. angle & skinned w/.090" alum.
3.) Illuminated Round seal & POPEYES cabinet to be mounted to monument.
4.) Pushed thru "Drive Thru" letters on routed out aluminum cabinet face.

N# **8' MONUMENT SIGN**
SIGN AREA: 32 SQ. FT.

Scale: 1/2" = 1'-0"





ELECTRICAL SPECIFICATIONS:

ROUND SEAL: EACH
(27) WHITE LED MODULES @ .72W EA= 19.44W
POPEYES CABINET: EACH
(16) WHITE LED MODULES @ .72W EA= 11.52W
DRIVE THRU COPY: EACH
(16) WHITE LED MODULES @ .72W EA= 11.52W
84.96W TOTAL FOR D/F MONUMENT
(1) 12V 100W POWER SUPPLIES @ 2.2 AMPS EA.

(1) CUSTOMER PROVIDED 120V/20A/60HZ
DEDICATED CIRCUIT REQUIRED

TOTAL CIRCUIT LOAD:
2.2 AMPS @ 120 VAC

UL LISTED
ELECTRIC SIGN SECTION

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE & ALL OTHER APPLICABLE LOCAL CODES.

THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

THE LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 600.6(A)(1) ON THE NATIONAL ELECTRICAL CODE

MONUMENT SIGN DETAIL

Scale: 1/2" = 1'-0"

LOREN
LOREN INDUSTRIES
12226 Coast Drive
Whittier, CA 90601
Tel: (562) 946-7545
Fax: (562) 949-5707
St. Lic.: 455415
Los Angeles, CA

POPEYES

DRAWING/REVISION NO.: 02-20-0002R5
PAGE NO.: 27 OF 34
CLIENT: POPEYES
ADDRESS: 5707 Blue Lagoon Drive
Miami, FL 33126
Approval Signature
DATE: 02/14/2020
PROJECT MANAGER: Dave P.
DESIGNER: EC
REVISION DATE: 03/26/2021
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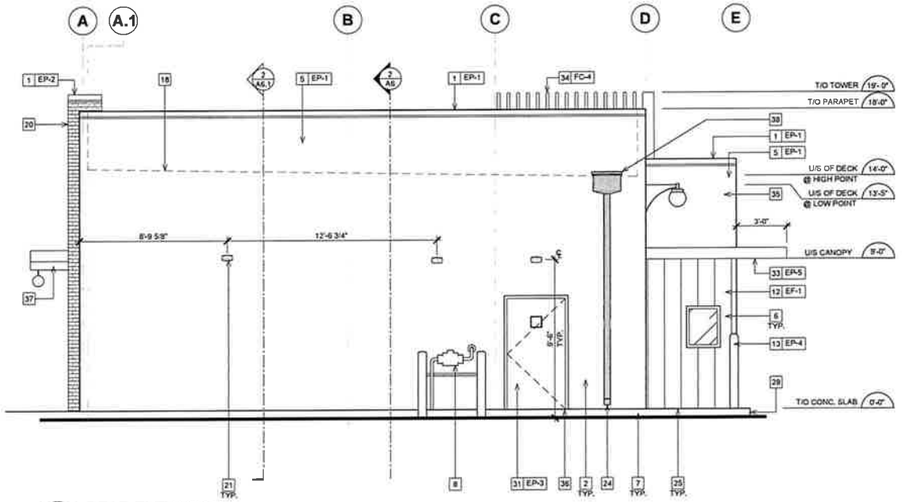


1 A5.1 **REAR ELEVATION**
SCALE: 1/4"=1'-0"

EXTERIOR FINISH SCHEDULE

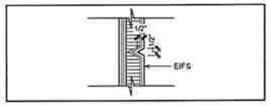
TAG	MATERIAL	APPLICATION	MANUFACTURER	PRODUCT	COLOR/FINISH	DIMENSION
FINISH MATERIALS						
EF-1	EXTERIOR WOOD SIDING	FRONT FACADE EXTERIOR WALLS	NICHIHA FIBER CEMENT	VINTAGE WOOD AWP 3030	CEDAR	17-7/8" H x 119 5/16" L
EB-1	BRICK (CLIP-SYSTEM)	ACCENT TOWER BRICK	NICHIHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BLUFF	7 3/8" x 2 1/2" x 3/4"
EB-2	BRICK (CLIP-SYSTEM)	FRONT OF BUILDING	NICHIHA FIBER CEMENT	VINTAGE BRICK	WHITE WASH (PAINT P-1)	7 3/8" x 2 1/2" x 3/4"
EXTERIOR PAINTS						
EP-1	EXTERIOR PAINT	MAIN WALL SURFACE	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N456)	OC-125 MOONLIGHT WHITE	
EP-2	EXTERIOR PAINT	BRICK TOWER PARAPET	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	2105-20 ROOT BEER CANDY	
EP-3	EXTERIOR PAINT	DUMPSTER WALLS, REAR DOOR	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	HC-170 STONINGTON GREY	
EP-4	METAL PAINT	BOLLARDS	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW	
EP-5	METAL PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK	
EP-6	ANTI-GRAFFITI COAT	EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE - GLOSS	V500-00 CLEAR	
EP-7	EXTERIOR PAINT	EXTERIOR WALLS	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	"TEAL" COLOR CODE TBD	
EXTERIOR MISC.						
C-1	CANOPY - METAL	DRIVE-THRU CANOPY	BY MANUFACTURER	BY MANUFACTURER	ORANGE, PANTONE #3564 C	
C-2	CANOPY - METAL	BUILDING CANOPIES	BY MANUFACTURER	BY MANUFACTURER	TEAL, PANTONE #326 C	
S-1	SHUTTERS - POPPY	EXTERIOR WALLS REAR OF BUILDING	BY MANUFACTURER	BY MANUFACTURER	PROVIDED BY MANUFACTURER	
DP-1	DOOR	MAIN ENTRANCE DOORS	BY MANUFACTURER	BY MANUFACTURER	BLACK ANODIZED	

GENERAL NOTES

1. SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES, COLOUR. TO MATCH WINDOW / DOOR FRAMES.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

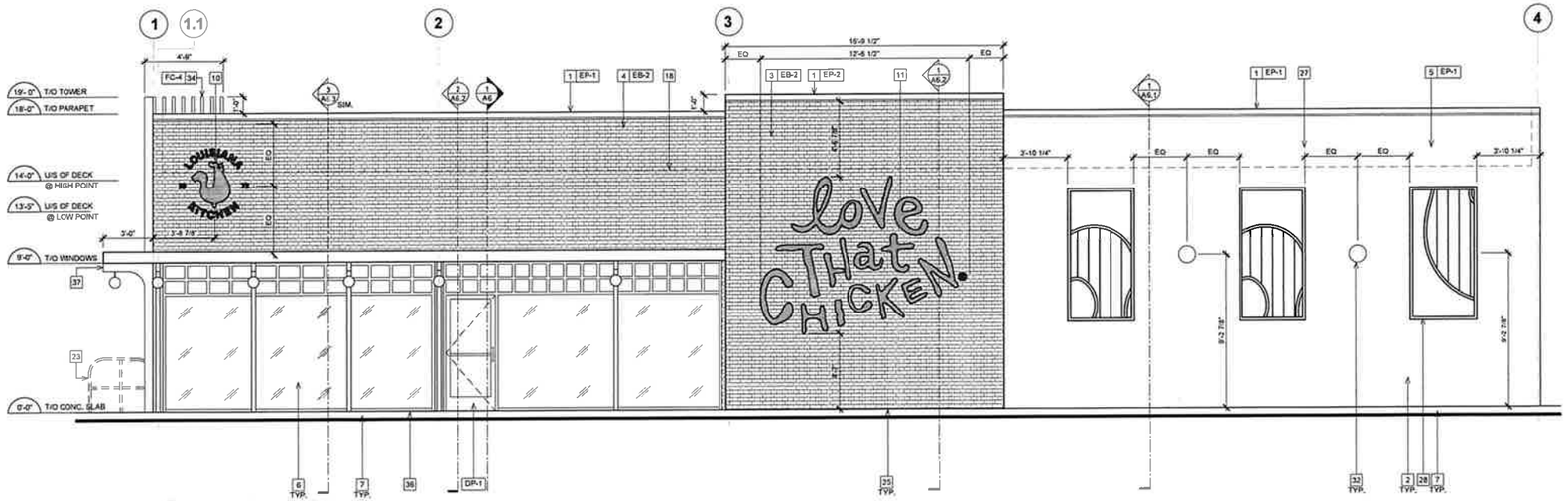
1	NOTE REFERENCE REFER TO ELEVATION NOTES
FNI	FINISH TYPE



3 A5 **SECTION DETAIL @ TYPICAL EIFS REVEAL**
SCALE: 2½"=1'-0"

EXTERIOR ELEVATION NOTES

1. PRE-FINISHED METAL CAP FLASHING C/W DRIP.
2. G.C TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 2'-0" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
3. NICHIHA VINTAGEBRICK, COLOR: ALEXANDRIA BUFF, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
4. NICHIHA VINTAGEBRICK, COLOR: WHITE WASH, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
5. EIFS, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
6. PRE-FINISHED 'BLACK ANODIZED' ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
7. EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
8. GAS UTILITY METER.
9. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
10. INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
11. NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING.. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
12. NICHIHA VINTAGE WOOD, COLOR: CEDAR, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
13. PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F, G.C. TO PAINT "SAFETY YELLOW", REFER TO POPEYES MASTER SCHEDULE.
14. DRIVE-THRU WINDOW. REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
15. LOCATION OF HORIZONTAL ROOF DRAIN OUTFLOW. PROVIDE NICKLE-PLATED COWS TONGUE W/ ESCUTCHEON PLATE AND INNER SLEEVE.
16. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE WITH CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
17. N/A.
18. DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
19. C/T CABINET AND METER.
20. LINE OF PARAPET WALLS BEYOND.
21. GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
22. WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
23. N/A
24. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. PROVIDE SPLASH BLOCK AT PAVEMENT. REFER TO PLUMBING DRAWINGS.
25. ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
26. HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
27. N/A
28. DECORATIVE PANELS SUPPLY AND INSTALL BY SIGN COMPANY.
29. G.C TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 6" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
30. MURAL GRAPHIC SUPPLY AND INSTALL BY SIGN COMPANY.
31. REAR EXIT DOOR, PAINT ACCORDING TO THE EXTERIOR FINISH SCHEDULE.
32. WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
33. PRE-FABRICATED CANOPIES W/ PRE-WIRED RECESSED LIGHTS ABOVE DRIVE-THRU SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
34. VERTICAL SIMULATED WOOD SLATS. REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
35. WALL SCONCE LIGHTING. REFER TO ELECTRICAL SCHEDULE.
36. CONCRETE SIDEWALK (BY G.C). REFER TO SITE PLAN.
37. HORIZONTAL WOOD GRAIN ENTRANCE CANOPY W/ TEAL VERTICAL & HORIZONTAL SUPPORTS SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. PRE-WIRED LED LIGHT GLOBE FIXTURE.
38. PRE-FINISHED METAL COLLECTION OVERFLOW BOX AND DOWNSPOUT. REFER TO ROOF PLAN



2 A5.1 **SIDE ELEVATION**
SCALE: 1/4"=1'-0"

ISSUE TABLE

No.	Date (mm/dd/yy)	Description
01	03-25-2022	OWNER REVIEW

REVISIONS

No.	Date	Description

DRAWINGS REVISED AS PER DESIGN BULLETIN

No.	Date	Description

PROJECT NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, or CONSTRUCTION
GREG RYDEN, ARCHITECT
DATE: 03/25/2022

RYDEN ARCHITECTURE
commercial | residential | planning

909 Wakefield Drive
Houston, Texas 77018
713.993.6690 (o)
contact: Greg Ryden, AIA
greg@rydenarchitecture.com

Project

LOUISIANA KITCHEN 19 72 POPEYES

Store Type
US 2136 PROTOTYPE
2136-22

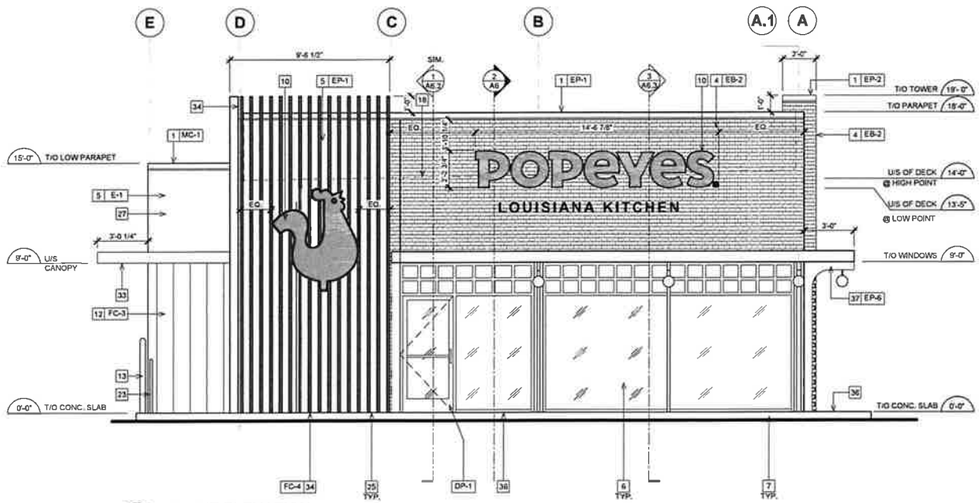
Location
POPEYE'S TEXARKANA
2903 RICHMOND RD.

TEXARKANA, TX, 75503

Drawing Title
EXTERIOR ELEVATIONS

Drawn	Checked
SR	GR
Scale: AS NOTED	Date: MAR 2022
Project No.: 21027	Drawing No.: A5.1

Attachment: 2022-062 ATTH 04 (Elevations) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)



1 A5 **FRONT ELEVATION**
SCALE: 1/4"=1'-0"

EXTERIOR FINISH SCHEDULE

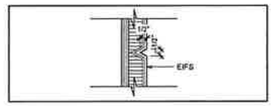
TAG	MATERIAL	APPLICATION	MANUFACTURER	PRODUCT	COLOR/FINISH	DIMENSION
FINISH MATERIALS						
EF-1	EXTERIOR WOOD SIDING	FRONT FACADE EXTERIOR WALLS	NICHIHA FIBER CEMENT	VINTAGE WOOD AWP 3030	CEDAR	17-7/8" H x 119 5/16" L
EB-1	BRICK (CLIP-SYSTEM)	ACCENT TOWER BRICK	NICHIHA FIBER CEMENT	VINTAGE BRICK	ALEXANDRIA BLUFF	7 3/8" x 2 1/2" x 3/4"
EB-2	BRICK (CLIP-SYSTEM)	FRONT OF BUILDING	NICHIHA FIBER CEMENT	VINTAGE BRICK	WHITE WASH (PAINT P-1)	7 3/8" x 2 1/2" x 3/4"
EXTERIOR PAINTS						
EP-1	EXTERIOR PAINT	MAIN WALL SURFACE	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	OC-125 MOONLIGHT WHITE	
EP-2	EXTERIOR PAINT	BRICK TOWER PARAPET	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	2105-20 ROOT BEER CANDY	
EP-3	EXTERIOR PAINT	DUMPSTER WALLS, REAR DOOR	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	HC-170 STONINGTON GREY	
EP-4	METAL PAINT	BOLLARDS	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	SAFETY YELLOW	
EP-5	METAL PAINT	DUMPSTER GATES AND PYLON POLE	BENJAMIN MOORE	COROTECH HIGH SOLIDS RAPID DRY ENAMEL	FACTORY FINISH BLACK	
EP-6	ANTI-GRAFFITI COAT	EXTERIOR WALLS	BENJAMIN MOORE	ALIPHATIC ACRYLIC URETHANE - GLOSS	V500-00 CLEAR	
EP-7	EXTERIOR PAINT	EXTERIOR WALLS	BENJAMIN MOORE	ULTRA SPEC EXTERIOR LOW LUSTRE (N455)	"TEAL" COLOR CODE TBD	
EXTERIOR MISC.						
C-1	CANOPY - METAL	DRIVE-THRU CANOPY	BY MANUFACTURER	BY MANUFACTURER	ORANGE, PANTONE #3564 C	
C-2	CANOPY - METAL	BUILDING CANOPIES	BY MANUFACTURER	BY MANUFACTURER	TEAL, PANTONE #326 C	
S-1	SHUTTERS - POPPY	EXTERIOR WALLS REAR OF BUILDING	BY MANUFACTURER	BY MANUFACTURER	PROVIDED BY MANUFACTURER	
DP-1	DOOR	MAIN ENTRANCE DOORS	BY MANUFACTURER	BY MANUFACTURER	BLACK ANODIZED	

GENERAL NOTES

1. SEALANT / CAULKING AROUND DOOR / WINDOW FRAMES, COLOUR TO MATCH WINDOW / DOOR FRAMES.
2. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND FOLLOW ALL DRAWINGS AND SPECIFICATIONS.

SYMBOL LEGEND

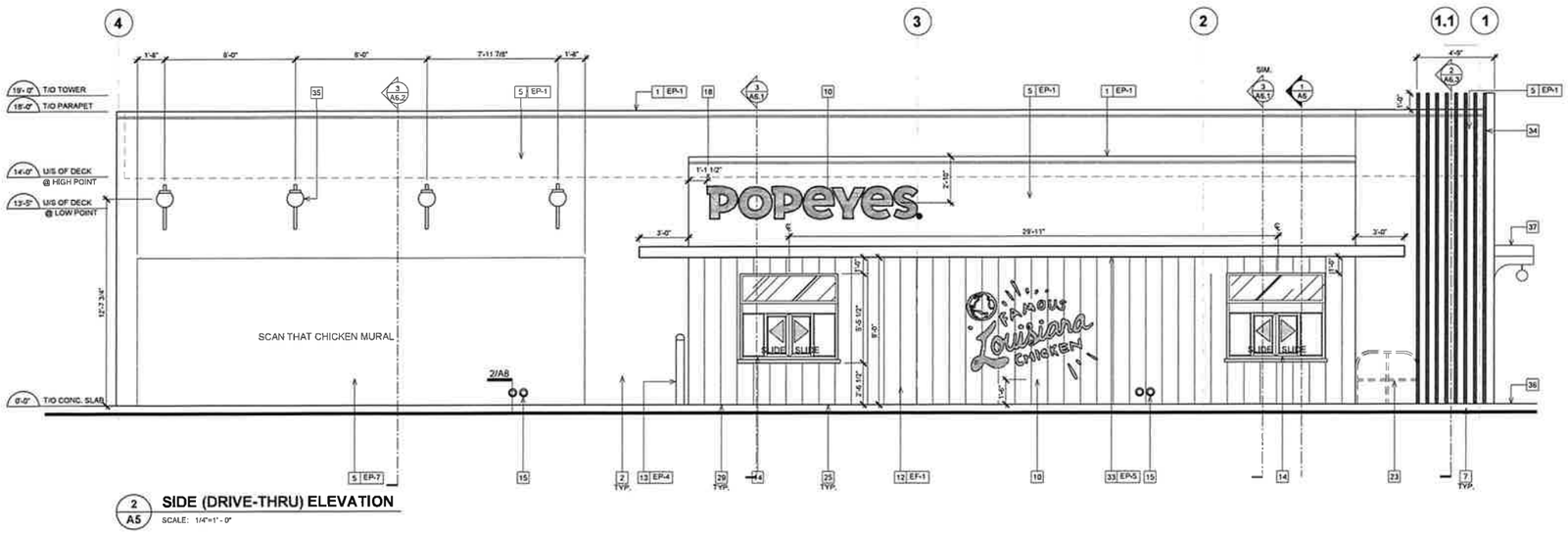
1	NOTE REFERENCE REFER TO ELEVATION NOTES
FN#	FINISH TYPE



3 A5 **SECTION DETAIL @ TYPICAL EIFS REVEAL**
SCALE: 2 1/2"=1'-0"

EXTERIOR ELEVATION NOTES

1. PRE-FINISHED METAL CAP FLASHING C/W DRIP.
2. G.C TO PROVIDE AND INSTALL DOUBLE LAYER OF REINFORCING MESH TO MIN. 3'-0" ABOVE GRADE AT ALL EIFS LOCATIONS (TYP.) IN ORDER TO ATTAIN ABUSE RESISTANCE STUCCO SYSTEM.
3. NICHIHA VINTAGEBRICK, COLOR: ALEXANDRIA BUFF, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
4. NICHIHA VINTAGEBRICK, COLOR: WHITE WASH, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
5. EIFS, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
6. PRE-FINISHED 'BLACK ANODIZED' ALUMINUM STOREFRONT SYSTEM WITH INSULATED GLAZING.
7. EXPOSED FOUNDATION TO BE PARGED AND FREE OF IMPERFECTIONS.
8. GAS UTILITY METER.
9. REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL AND FOOTING DETAILS.
10. INTERNALLY ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING AND ALL FINAL ELECTRICAL CONNECTION. SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
11. NON-ILLUMINATED BUILDING SIGNAGE PROVIDED AND INSTALLED BY SIGN COMPANY. G.C TO PROVIDE AND INSTALL ¾" EXTERIOR GRADE PRESSURE TREATED PLYWOOD BACKING., SIGN MANUFACTURER SHALL OBTAIN STRUCTURALLY SEALED DRAWINGS AND SIGNAGE PERMITS FROM THE CITY BASED ON LOCAL REQUIREMENTS. G.C SHALL VERIFY ACTUAL LOCATION & SIZE OF SIGNS WITH SIGN MANUFACTURER'S APPROVED DRAWINGS AND COORDINATE LOCATIONS OF BLOCKING AND UTILITIES. G.C TO COORDINATE WITH SIGN INSTALLER TO USE VHM DRILL BIT WHILE DRILLING FOR ELECTRICAL FEED LINES AND SIGNAGE FASTENERS. ALL ELEMENTS PROVIDED BY SIGNAGE FABRICATOR TO BE REVIEWED AND APPROVED BY POPEYES PRIOR TO PRODUCTION
12. NICHIHA VINTAGE WOOD, COLOR: CEDAR, REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
13. PROVIDE & INSTALL 6" DIAMETER STEEL PIPE BOLLARD TOP AT 4'-6" A.F.F. G.C. TO PAINT "SAFETY YELLOW", REFER TO POPEYES MASTER SCHEDULE.
14. DRIVE-THRU WINDOW, REFER TO DRIVE-THRU WINDOW SCHEDULE ON SHEET A11.
15. LOCATION OF HORIZONTAL ROOF DRAIN OUTFLOW, PROVIDE NICKLE-PLATED COWS TONGUE W ESCUTCHEON PLATE AND INNER SLEEVE.
16. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. G.C. TO COORDINATE WITH CIVIL ENGINEERS TO CONFIRM IF DOWNSPOUTS ARE SPLASHING ON CONCRETE PAD OR TIED TO THE STORM SEWER LINE. REFER TO MECHANICAL DRAWINGS.
17. N/A.
18. DASHED LINE INDICATES T/O OF ROOF BEHIND PARAPET.
19. C/T CABINET AND METER.
20. LINE OF PARAPET WALLS BEYOND.
21. GENERAL PURPOSE EXTERIOR LIGHTING FIXTURES.
22. WALK-IN COOLER/FREEZER FINISH TO BE COMPLETED BY MANUFACTURER.
23. N/A
24. PRE-FINISHED GALVANIZED STEEL DOWNSPOUT & COLLECTOR BOX. PROVIDE SPLASH BLOCK AT PAVEMENT. REFER TO PLUMBING DRAWINGS.
25. ALL BASE FLASHING TO MATCH ADJACENT MATERIAL COLORS.
26. HOSE BIB. G.C. TO PAINT. COLOUR TO MATCH ADJACENT STUCCO COORDINATE EXACT LOCATION WITH G.C. REFER TO MECHANICAL DRAWINGS.
27. N/A
28. DECORATIVE PANELS SUPPLY AND INSTALL BY SIGN COMPANY.
29. G.C TO PROVIDE CONCRETE CURB ALONG DRIVE-THRU LANE. CURB TO PROJECT 8" FROM FACE OF PANELS AND LENGTH OF CURB IS EXTENT OF FEATURE WALL.
30. MURAL GRAPHIC SUPPLY AND INSTALL BY SIGN COMPANY.
31. REAR EXIT DOOR, PAINT ACCORDING TO THE EXTERIOR FINISH SCHEDULE.
32. WALL SCONCE SUPPLY AND INSTALL BY SIGN COMPANY.
33. PRE-FABRICATED CANOPIES W/ PRE-WIRED RECESSED LIGHTS ABOVE DRIVE-THRU SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. ALL CANOPIES IN WALL SUPPORT BY G.C. REFER TO STRUCTURAL DRAWINGS.
34. VERTICAL SIMULATED WOOD SLATS. REFER TO POPEYES EXTERIOR FINISH SCHEDULE.
35. WALL SCONCE LIGHTING. REFER TO ELECTRICAL SCHEDULE.
36. CONCRETE SIDEWALK (BY G.C). REFER TO SITE PLAN.
37. HORIZONTAL WOOD GRAIN ENTRANCE CANOPY W/ TEAL VERTICAL & HORIZONTAL SUPPORTS SUPPLY BY SIGN COMPANY AND INSTALL BY G.C. PRE-WIRED LED LIGHT GLOBE FIXTURE.
38. PRE-FINISHED METAL COLLECTION OVERFLOW BOX AND DOWNSPOUT. REFER TO ROOF PLAN



2 A5 **SIDE (DRIVE-THRU) ELEVATION**
SCALE: 1/4"=1'-0"

ISSUE TABLE

No.	Date (mm/dd/yy)	Description
01	03-25-2022	OWNER REVIEW

REVISIONS

No.	Date	Description

DRAWINGS REVISED AS PER DESIGN BULLETIN

No.	Date	Description

PROJECT NORTH

NOT FOR REGULATORY APPROVAL, PERMITTING, or CONSTRUCTION
GREG RYDEN, ARCHITECT
DATE: 03/25/2022

RYDEN ARCHITECTURE
commercial | residential | planning
909 Wakefield Drive
Houston, Texas 77018
713.993.6690 (o)
contact: Greg Ryden, AIA
greg@rydenarchitecture.com

Project
LOUISIANA KITCHEN 1972
POPEYES

Store Type
US 2136 PROTOTYPE
2136-22

Location
POPEYE'S TEXARKANA
2903 RICHMOND RD.
TEXARKANA, TX, 75503

Drawing Title
EXTERIOR ELEVATIONS

Drawn	Checked
SR	GR
Scale	Date
AS NOTED	MAR 2022
Project No.	Drawing No.
21027	A5

Attachment: 2022-062 ATTH 04 (Elevations) (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)

City of Texarkana, Texas

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

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

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

Attachment: 2022-062 Goals & Perspectives (3714 : 2022-062 ORD site plan approval at 2903 Richmond Rd)