



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 22, 2015

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	7:03 PM
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Charlie Bassett, Kristin Peeples, Shawna Watkins, Bobby Bean, Kevin Davenport, Karey Parker, Sherry Jackson, Bill King, Robby Robertson, Kyle Dooley, and Lisa Thompson.

Legal Counsel: Jeff Lewis (The City Attorney left the council meeting at 7:15 p.m.)

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER JOSH DAVIS

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

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

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

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

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

Parks & Recreation Events:

Saturday, June 20th - Summer Camp begins at Southwest Center

Saturday - Tuesday, July 4th - 7th - Dixie State Tournament (8 years old and under) at Spring Lake Park

Monday - Friday, July 6th - 10th - UK Soccer Camp at Wallace Park

Friday - Tuesday, July 10th - 14th - Dixie State Tournament (10 years old and under) at Spring Lake Park

Saturday - Wednesday, July 11th - 15th - Dixie State Tournament (12 years old and under) at Spring

Lake Park

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

Other City Events:

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

Mayor Bruggeman announced that Texarkana Regional Airport Director Steve Luebbert is retiring effective July 1, 2015. Mayor Bruggeman thanked Mr. Luebbert for his many years of service to the airport and community.

Mayor Bruggeman informed the audience that Texarkana, for the first time, will be hosting the Texas - Oklahoma Kiwanis Clubs District Convention. The convention will take place in early August, with the added celebration of the 100th birthday of the district. Michael Unger took a group photo of the council for the event.

Appointments to Boards & Commissions

Mayor Bruggeman appointed Bruce Powers to the Housing Authority board.

Mayor Bruggeman re-appointed Brent Langdon to the Airport Authority board.

1. Motion to appoint Council Member Christy Paddock to the ATCOG Board.

Appointment of Council Member Christy P. Paddock to the ATCOG Board. (Replacing Council Member Dr. Brian Matthews who was appointed to the Electrical Appeals & Advisory Board to fill the vacancy left by Council Member Bradfield Casteel.)

(6:11 p.m.)

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

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

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

Scott Daniel addressed council concerning pay raises for Texarkana, Texas fire fighters and presented council with a salary comparison handout.

V. CLOSED SESSION

The City Council convened in closed session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment of a public officer to fill a vacancy in council membership (Ward 1 Councilmember with an unexpired term ending May 2016) and interviewing persons for that appointment.

Mr. Howard Banks was the first candidate to interview with council.
 Ms. Jean Matlock was the second candidate to interview with council.

VI. RECONVENE INTO OPEN SESSION

SPECIAL ACTION ITEM

If the Council is ready to take any final action, decision, or vote to fill the vacancy in council membership, the Council will reconvene in open session for this special action item:

If the Council acts on this Resolution and appoints a Council Member then Administration of oath of office will immediately follow.

Council reconvened and each member made a choice for round 1 recommendation. City Manager Whitson collected each recommendation and tallied the votes. The tally sheet was given to Mayor Bruggeman and the Mayor announced that by unanimous vote, Ms. Jean H. Matlock was the candidate chosen and appointed to be Council Member for Ward 1. The Tally Round 1 sheet had the following information:

Ward 1 Vacancy Recommendation Tally Round <u>1</u>							
	Total	Bruggeman	Veal-Gooch	Ray	Matthews	Paddock	Davis
Jean Matlock	11 (6)						
Howard Banks							
Initial in this Row							

Mayor Bruggeman thanked both candidates for their interest in the Ward 1 vacancy and for interviewing with the council.

1. Motion to amend Resolution No. 2015-063 and to add the name of Jean H. Matlock.

(7:03 p.m.)

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

2. Resolution No. 2015-063 filling the vacancy in council membership for the position of Ward 1 Council Member with an unexpired term ending May 2016.

Public Hearing:

Second Briefing:

Council Vote: June 22, 2015

Jean Hazel Matlock was sworn in by Judge Sherry Jackson as Council Member for Ward 1.
 (7:03 p.m.)

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(7:09 p.m.)

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

1. Consider approval of the minutes of the Workshop Meeting of the City Council held on June 2, 2015 at 5:30 PM.
2. Consider approval of the minutes of the Workshop Meeting of the City Council held on June 3, 2015 at 5:30 PM.
3. Consider approval of the minutes of the Regular Meeting of the City Council held on June 8, 2015 at 6:00 PM.
4. Resolution No. 2015-058 authorizing the City Manager to execute a lease/purchase agreement with Key Government Finance, Inc., for Cisco Systems computer network switching equipment and related computer hardware in an amount not to exceed NINETY-THREE THOUSAND FIVE HUNDRED FIFTEEN AND 86/100 DOLLARS (\$93,515.86), over a five-year lease period.

Public Hearing: June 8, 2015

Second Briefing:

Council Vote: June 22, 2015

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

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

6. Resolution No. 2015-069 appointing Stephen A. Mayo as City Liaison on regional water issues.

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

7. Resolution No. 2015-070 authorizing and approving amendments to 'Schedule A' of the City's Interlocal Cooperation Agreement with Riverbend Water Resources District.

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

Action Items

8. Ordinance No. 2015-035 adopting and enacting a revised Code of Ordinances for the City of Texarkana, Texas.

Public Hearing: April 13, 2015
Second Briefing: April 27, 2015
Council Vote: June 22, 2015

(7:13 p.m.)

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

9. Ordinance No. 2015-036 adopting and enacting a Land Development Code for the City of Texarkana, Texas.

Public Hearing: April 13, 2015
Second Briefing: April 27, 2015
Council Vote: June 22, 2015

(7:14 p.m.)

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

VIII. FIRST BRIEFINGS

1. Ordinance No. 2015-061 amending the budget estimates of the expenditures in the 2003, 2005, and 2009 Bond Funds for the fiscal year ending September 30, 2015 to include funding to complete TAMU East Approach Phase IV.

Public Hearing: July 13, 2015
Second Briefing: July 27, 2015
Council Vote: August 10, 2015

Kyle Dooley briefed this item.

RESULT:	MOVED FORWARD	Next: 7/13/2015 6:00 PM
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2. Ordinance No. 2015-062 rezoning a 1.965 acre tract (Tract 48) in the J.A. Talbot HRS, A-564, located at 5818 Richmond Road. Planned Development-Neighborhood Service to Planned Development-General Retail. Diane Jones, owner. Chad Raney, agent.

Public Hearing: July 13, 2015
Second Briefing: July 27, 2015
Council Vote: August 10, 2015

Shawna Watkins briefed this item. Melissa Shirley made additional comments.

RESULT:	MOVED FORWARD	Next: 7/13/2015 6:00 PM
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3. Ordinance No. 2015-064 rezoning Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard. Planned Development-Office to Planned Development-General Retail. Kyle Barrett, applicant. Chad Raney, agent.

Public Hearing: July 13, 2015
Second Briefing: July 27, 2015
Council Vote: August 10, 2015

Shawna Watkins briefed this item. Amanda Horton made additional comments.

RESULT: MOVED FORWARD**Next: 7/13/2015 6:00 PM**

4. Ordinance No. 2015-065 amending PD-05-5(O) for site plan approval to allow a Free-standing Emergency Center on Lot 1, Texas Bank and Trust Subdivision, located at 4646 Cowhorn Creek Road. Matt Young, applicant. Kayla Wood, MTG Engineering, agent.

Public Hearing: July 13, 2015
Second Briefing: July 27, 2015
Council Vote: August 10, 2015

Shawna Watkins briefed this item.

RESULT: MOVED FORWARD**Next: 7/13/2015 6:00 PM**

5. Resolution No. 2015-066 naming the new street, constructed between Summerhill Road and Mall Drive, as Summer Ridge Drive.

Public Hearing: July 13, 2015
Second Briefing: July 27, 2015
Council Vote: August 10, 2015

Kyle Dooley briefed this item.

RESULT: MOVED FORWARD**Next: 7/13/2015 6:00 PM**

6. Resolution No. 2015-068 approving the proposed allocation plan for the City's Hotel Occupancy Tax Fund for the fiscal year ending September 30, 2016.

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

Charlie Bassett briefed this item. The following citizens spoke at the public hearing portion on this agenda item:

- 1) Travis Ransom - Texarkana Regional Arts & Humanities Council (TRAHC) Treasurer and President-Elect
- 2) Brian Goehl - TRAHC Executive Director
- 3) Velvet Cool - Texarkana Museums System Board President
- 4) Molly Teague - Chamber of Commerce Partnership Development Director
- 5) Ina McDowell - Main Street Texarkana Director
- 6) Jason Carter - Texarkana Museums System Board Secretary

In summary, the citizens who spoke at the public hearing asked council to supplement the funding the Hotel Occupancy Tax Fund with general fund monies, to consider a proposed venue tax, and to "buy-in" to support the organizations and its members of the Arts and Cultural district.

(CM Davis left the meeting at 8:07 p.m.)

(CM Davis returned to the meeting at 8:11 p.m.)

RESULT: MOVED FORWARD

Next: 7/13/2015 6:00 PM

IX. PUBLIC HEARINGS - NONE.

X. SECOND BRIEFING WITH UPDATES - NONE.

XI. SECOND BRIEFING WITHOUT UPDATES

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

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

Kimberly Westley addressed council and handed out a site plan drawing for council members to review.

RESULT: MOVED FORWARD

Next: 7/13/2015 6:00 PM

XII. ITEMS FOR DISCUSSION

Staff Updates

City Manager Whitson said staff has received the "ok" from Nash City Administrator Doug Bowers for the gateway welcome sign to be erected on either site. However, TxDOT requires engineered drawings to further the process. Therefore, staff will present a briefing item and resolution at the next council meeting for council to select the site. Mayor Bruggeman encouraged council members to drive by the two possible site locations prior to the next council meeting.

City Manager Whitson informed council that the agenda item relating to the hotel/motel tax fund will be back on the agenda giving council time to review it and to be prepared to give staff more guidance on some options as staff continues work on the 2016 general fund budget.

Assistant City Manager Shirley Jaster was not at the council meeting due to illness.

XIII. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Davis asked for an update on the Masonic Lodge rubble. City Manager Whitson responded that the owner and his spouse were both cited with fines and served with papers. They acknowledged receipt of the documents served and now the matter is in the jurisdiction of the municipal court.

Council Member Paddock thanked David Orr and all the staff that facilitated the workshop meeting with the Council of Development Finance Agencies (CDFA) Response Team and asked when the city would receive recommendations from CDFA. City Manager Whitson responded that staff anticipates receiving the recommendations this week.

Council Member Paddock also asked if staff is working on setting up a Chapter 380 workshop with council. City Manager Whitson responded that Jerry Sparks is the lead on this project and will have a report available to share with council soon.

Mayor Bruggeman asked if there are any traffic study plans to revise the current 30 mph speed limit on the newly opened portion of Galleria Oaks Drive from Cowhorn Creek to Richmond Road. City Manager Whitson responded yes, a future traffic study will be conducted on this new portion of the road. The current 30 mph speed limit was set to get citizens use to traveling on this new portion of Galleria Oaks Drive.

Council Member Veal-Gooch asked for the Council workshop with the Planning and Zoning Commission scheduled for June 25, 2015 to be postponed and rescheduled to a later date. Council Member Matthews and Council Member Paddock will not be available to attend and the decision for this date did not include newly appointed Council Member Matlock. Shawna Watkins responded that staff will look into rescheduling the workshop to a new date.

Mayor Bruggeman welcomed newly appointed Council Member Matlock to the City Council. Council Member Matlock said she learned a lot in her first meeting and thanked the council for her appointment. City Manager Whitson said that staff will prepare departmental orientations for Council Member Matlock.

2. City Staff - No comments.

XIV. ADJOURNMENT



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Version: C

Update Date: 6/26/2015 12:21 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2015-063 filling the vacancy in council membership for the position of Ward 1 Council Member with an unexpired term ending May 2016.
Briefing: 6/22/2015 **Public Hearing:** **Second Briefing:** **Council Vote:** 6/22/2015

Item Schedule**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

Ward 1 Councilmember Bradfield Casteel died on June 1, 2015 therefore creating a vacancy in council membership and in the position of Ward 1.

The Council called for letters of interest from qualified, voting citizens in Ward 1 to fill the unexpired term ending May 2016. This Resolution is the appointment of an applicant chosen by the Council after interviews have been conducted.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends this action be taken by Council.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- Goals & Perspectives (DOCX)

City of Texarkana, Texas

- b. 2015-063 Appointment of Ward 1 Representative (DOCX)
- c. 2015-063 RES Ward 1 Letter of Interest - Jean Matlock (PDF)
- d. 2015-063 Ward 1 Letter of Interest - Howard Banks (PDF)
- e. 2015-063 RES signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed
	06/17/2015 8:02 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	06/17/2015 8:41 AM	
Public Information Officer		Lisa Thompson	PIO Review
	06/17/2015 8:42 AM		Completed
City Manager	John Whitson	City Manager Review	Completed
8:46 AM			06/17/2015
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			06/22/2015

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: [Select One By Clicking Here](#)

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015 - 063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, FILLING THE VACANCY IN COUNCIL MEMBERSHIP FOR THE POSITION OF WARD 1 COUNCILMEMBER WITH AN UNEXPIRED TERM ENDING MAY 2016; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter, Article II, Sections 6(a) and 6(c), provide that the City Council may, by majority vote of the remaining councilmembers (including the Mayor as a temporary, full-voting member), fill a vacancy in council membership, including the office of Mayor, or may defer filling a vacancy in council membership until the next regular City election; and

WHEREAS, on June 1, 2015, the death of Councilmember Bradfield Casteel created a vacancy in council membership and the position of Ward 1 and the City Council has called for applications and letters of interest from qualified Ward 1 residents.

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

SECTION 1: That the City Council appoints _____ as Ward 1 Councilmember for the remaining unexpired term ending May 2016.

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

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

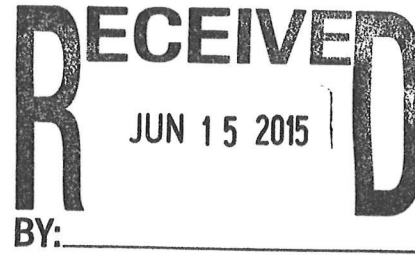
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

June 15, 2015

City of Texarkana
220 Texas Boulevard
Texarkana, TX 75501



To: Mayor Bob Bruggeman
Councilmen: Ray, Veal-Gooch, Mathews, Paddock, and Davis

Subject: Letter of Interest for City Council Member Appointment, Ward 1, Texarkana, TX

1. I am writing to express my interest in the Ward 1 vacant City Council seat. As a native, resident, and registered voter of the city of Texarkana, I'm proud to call this city my home.
2. I am a federal retiree, substitute teacher, volunteer, and mentor to the youth of the city. I believe that I bring a strong set of skills and assets to this seat, and have a genuine desire and willingness to work as a team to make it an even better place to live. I would be honored to represent the individuals of Ward 1.
3. Thank you in advance for your consideration. I look forward to meeting with you, and discussing how I can be an asset to the citizens of Ward 1, the City Council, and Texarkana.

Respectfully Submitted,

Jean H. Matlock

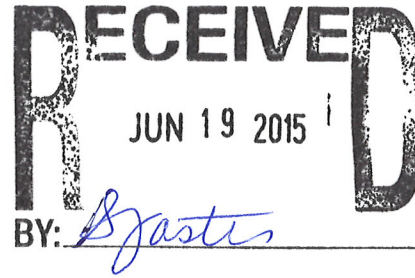
Attachment: 2015-063 RES Ward 1 Letter of Interest - Jean Matlock (1326 : 2015-063 RES Appoint Council Member Ward 1)

Matlock
1806 Charlotte Street
Deer Park, TX 75503

City of Deer Park
226 Jean Boulevard
Deer Park, TX 75501

June 19, 2015

Jennifer Evans
City of Texarkana Secretary
220 Texas Blvd
Texarkana, TX 75501



RE: Letter of Interest, Vacant Council Seat Ward 1

Dear Mrs. Evans:

My name is Howard Banks and I am writing to express my interest in the vacant City Council Seat-Ward 1 position. As a resident of Texarkana, TX for almost 37 years, a Deputy Grand Mason for 35 years, a Cosmetologist for 28 years and an Evangelistic of New Zion Baptist Church in Ward 1 district of this community, I believe I bring strong set of skills, and assets to this seat. I am a fast learner, team player, and passionate about our Community and the current issues facing the City and our citizens. I believe in this community and work daily to make Texarkana a better place to live, work and play. I am excited for the opportunity to collaborate and work with you on Council and serve the citizens of Texarkana.

My best attribute that is a true picture of me is "LEADERSHIP", which I inherited from my parents, Mrs. Ruby Banks and the late L.J. Banks. I've always admired those who lead by example- the natural born leaders who don't have to yell loudly to be heard, who understand the importance of compromise and collaboration, and who work tirelessly to make their community a better place of all. It was instilled in me early in life that it is better to listen and try to understand what is being said, than to speak and don't know what you are speaking about.

Leadership stood out in my position of Deputy Grand Mason. The Modern Free Story, Modern Free and Accepted Masons of the World Inc. is a Benevolent Patriotic Society established to promote friendship and brotherly love among its members and to carry on Benevolent works for the relief of the needy and helpless in our communities. With this position I implemented several nonprofit fundraisers and volunteer time to support the community. I wear many hats, but no one role defines me; however, my collective experiences have molded me into the grounded diversified leader I am today.

Thank you in advance for your consideration. I look forward to meeting with you and discussing how I can be asset to the City Council and citizens of Texarkana.

Sincerely,

Howard Banks
1914 Charlestine St.
Texarkana, TX 75501
(903) 556-0639

Attachment: 2015-063 Ward 1 Letter of Interest - Howard Banks (1326 : 2015-063 RES Appoint Council Member Ward 1)

RESOLUTION NO. 2015 - 063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, FILLING THE VACANCY IN COUNCIL MEMBERSHIP FOR THE POSITION OF WARD 1 COUNCILMEMBER WITH AN UNEXPIRED TERM ENDING MAY 2016; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Charter, Article II, Sections 6(a) and 6(c), provide that the City Council may, by majority vote of the remaining councilmembers (including the Mayor as a temporary, full-voting member), fill a vacancy in council membership, including the office of Mayor, or may defer filling a vacancy in council membership until the next regular City election; and

WHEREAS, on June 1, 2015, the death of Councilmember Bradfield Casteel created a vacancy in council membership and the position of Ward 1 and the City Council has called for applications and letters of interest from qualified Ward 1 residents.

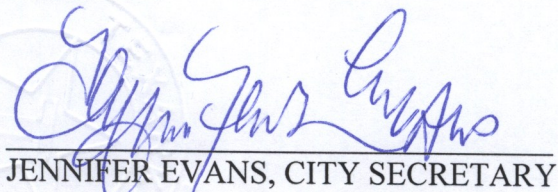
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

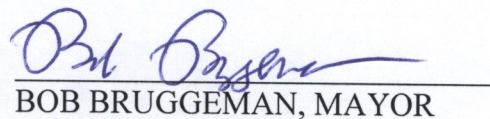
SECTION 1: That the City Council appoints JEAN H. MATLOCK as Ward 1 Councilmember for the remaining unexpired term ending May 2016.

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

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

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:03 p.m.



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 2, 2015

Conference Room

Workshop Meeting

5:30 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Vacant Ward	Ward 1	Excused	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Eric Schlotter, Lynn Henry, Kyle Dooley, Robby Robertson, Bill King, Daphnea Ryan, David Orr, Lisa Thompson, Jennifer Strayhorn and Jerry Sparks.

Legal Counsel: None.

II. DISCUSSION OF MASTER FEE LIST FOR FY2016

Mayor Bruggeman opened the meeting with brief comments & expressions of sympathy concerning the regrettable passing of Ward 1 Council Member Brad Casteel. All were encouraged to keep the Casteel family in their thoughts.

The Mayor continued the meeting explaining the purpose of the workshop and turned the discussion over to City Manager Whitson. The City Manager explained the background of the master fee list, particularly addressing the proposed Fiscal Year 2016 (FY16) development fees with a presentation.

The council had an in-depth and lively discussion reviewing the proposed FY16 fees. For a majority of the development fees, council consensus is that staff perform further research in looking at comparable cities to include similar demographics such as population, income, education, location, etc to determine what will work best for Texarkana. City Manager Whitson stated that Tax Increment Reinvestment Zone (TIRZ) funds are limited when it comes to running city government. The comparison study of like cities will hopefully include cities that also have a TIRZ. The City Manager also stated that the issuance of building permits has increased in comparison to last year which indicates building projects are not slowing down in Texarkana.

During this workshop, a majority of the fees, with minimal changes, were reviewed and there was no council objection to the proposed changes. Staff was tasked to present additional information regarding building permit fees and also sign permit fees for council review at the second public workshop scheduled for June 3, 2015.

Minutes Acceptance: Minutes of Jun 2, 2015 5:30 PM (Consent Items)

Review of Master Fee List for FY2016

III. COMMENTS FROM THE PUBLIC (LIMIT 5 MINUTES EACH)

The council heard a variety of comments from the public. Comments were made by: Mike Adcock, Tracy Berry, John Boynton, Jason Christian, Curt Green, Bobby Howell, Jeffrey Lloyd, Alan Schimming, David Whatley, Zach Whatley, among others.

The collective and summarized opinions expressed from public comments were:

Development fees have drastically increased.

Small development companies are more impacted by the increase in fees.

It's agreed that fees do need to be raised, but increased fees should be incremental and not all at once or "overnight".

The city should develop a five-year plan to increase development fees so that the city can eventually be where it would like to be on development fees.

Fees in other Texas cities for development are considerably lower.

Lines of communication need to be more open between the city and the development community.

The bedrock of the city is small businesses.

The formula used to determine business fees, such as square footage -versus- value, needs to be reevaluated.

IV. ADJOURNMENT

Motion to Adjourn

A motion was made to adjourn the meeting.

(8:20 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 3, 2015

Conference Room

Workshop Meeting

5:30 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Vacant Ward	Ward 1	Excused	
Willie Ray	Ward 2	Absent	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Absent	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Lynn Henry, David Orr, Eric Schlotter, Dan Shiner, and Jerry Sparks.

Legal Counsel: None.

II. DISCUSSION OF MASTER FEE LIST FOR FY2016

Mayor Bruggeman opened the meeting welcoming all in attendance. Mayor Bruggeman told the audience that the meeting was to allow further council discussion, gain input from citizens and review the updated information that staff would present. There will be more council meetings in the future for added discussions of the proposed FY16 Master Fee List. Mayor Bruggeman then turned the discussion over to City Manager Whitson.

The City Manager began by proposing a new concept for sign permit fees, defining the process regarding fees in much simpler terms. Representatives from the local sign companies were agreeable to the new fee structure proposed for signs. Next, the City Manager reported on the findings of staff research in regards to setting the construction fees. Staff found cities similar in population and demographics for comparison. Again, the City Manager mentioned that the city has less than the tax base for use in the city's general fund due to the TIRZ. After showing the council some charts and graphs, council began review of the newly proposed development fees. As a result of this discussion, adjustments were made on the fee schedule that were amenable to city staff and developers.

The City Manager briefly discussed and proposed a new concept for a funding source for the Texarkana Regional Airport that council could consider in the future. Fire Chief Eric Schlotter gave an update, at the request of Council Member Davis, on various fire related fees.

The council finished reviewing the remainder of the fees. Mayor Bruggeman announced that Public Workshop #3 of the Master Fee List Review, scheduled for Thursday, June 4, 2015 at 5:30 p.m.,

Minutes Acceptance: Minutes of Jun 3, 2015 5:30 PM (Consent Items)

would be cancelled as this session completes the review of all the fees on the proposed FY16 Master Fee List.

Review of Master Fee List for FY2016

III. COMMENTS FROM THE PUBLIC (LIMIT 5 MINUTES EACH)

Members of the public who attended the workshop were: Barbara Adcock, Mike Adcock, Don Anderson, Linda Anderson, Larry Berry, Jason Christian, Curt Green, Mike Rogers, Clay Warren, David Whatley, Zach Whatley, Billy White, and Aven Williamson.

The collective and summarized opinions expressed from public comments were:

Representatives from the sign companies expressed their thanks for the proposal and clarity of the new sign permit fees.

The developers asked for no base fee but a flat fee of 50 cents per square foot regardless of the size of square footage. They also asked for a simple chart breaking down approximate fees based on the cost of the project. This would help bring clarity to their clients as they bid jobs.

Overall, the audience was pleased that the city listened to their concerns and thanked the council and city staff for simplifying the fee schedule and offering reasonable fees for the benefit of all.

IV. ADJOURNMENT

Motion to Adjourn

A motion was made to adjourn the meeting.
(7:00 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • JUNE 8, 2015

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Vacant Ward	Ward 1	Absent	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

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

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

CDEA Brownfields Project Response Team Visit:

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

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

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

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

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

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

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

Parks & Recreation Events:

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

Minutes Acceptance: Minutes of Jun 8, 2015 6:00 PM (Consent Items)

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

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

Other City Events:

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

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

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

Appointments to Boards & Commissions

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

Motion to make appointments to the Planning and Zoning Commission.

(6:12 p.m.)

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

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

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

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

V. ITEMS FOR CONSIDERATION

Consent Items

(6:16 p.m.)

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

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

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

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

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

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

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

Minutes Acceptance: Minutes of Jun 8, 2015 6:00 PM (Consent Items)

Action Items

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

Public Hearing: May 11, 2015

Second Briefing: May 26, 2015

Council Vote: June 8, 2015

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

(6:21 p.m.)

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

VI. FIRST BRIEFINGS

VII. PUBLIC HEARINGS

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

Public Hearing: June 8, 2015

Second Briefing: June 22, 2015

Council Vote: July 13, 2015

No citizen comments were made at this public hearing.

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

(6:25 p.m.)

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

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

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

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

(6:26 p.m.)

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

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

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

No citizen comments were made at this public hearing.

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

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

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

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

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

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

No citizen comments were made at this public hearing.

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

(6:41 p.m.)

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

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

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

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

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

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

(6:41 p.m.)

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

VIII. SECOND BRIEFING WITH UPDATES

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

(6:47 p.m.)

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

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

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

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

(6:48 p.m.)

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

IX. SECOND BRIEFING WITHOUT UPDATES

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

(6:50 p.m.)

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

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

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

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

(6:51 p.m.)

Minutes Acceptance: Minutes of Jun 8, 2015 6:00 PM (Consent Items)

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

X. ITEMS FOR DISCUSSION

Staff Updates - Gateway Welcome Sign

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

Welcome Sign Update Photos

XI. ADMINISTRATIVE COMMENTS

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

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

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

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

XII. ADJOURNMENT

Motion to Adjourn

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

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Version: F

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

Briefing Sheet

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

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

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

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

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

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

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

Potential Options:

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

Fiscal Implications:

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

Staff Recommendation:

City of Texarkana, Texas

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

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

Staff Coordination

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

Meeting History

06/08/15 City Council MOVED FORWARD Next: 06/22/15
 No citizen comments were made at this public hearing.

RESOLUTION NO. 2015-058

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA, TX

REQUEST FOR COUNCIL ACTION

AGENDA TITLE:

AGENDA DATE:

ITEM#:

DEPARTMENT: City of Texarkana, TX

DATE SUBMITTED: May 29, 2015

PREPARED BY:

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

EXHIBITS: Lease Purchase Proposal

APPROVAL:

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

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

APPROPRIATION REQUIRED: None

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

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

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

purchase does not exceed Texas biddable limits in any year.

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

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

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

COUNCIL ACTION:



ORDERING INFORMATION

GovConnection, Inc.

Please contact your account manager with any questions.

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

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

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

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

WARRANTY: Manufacturer's Standard Commercial Warranty

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

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

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

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

Please forward your Contract or Purchase Order to:

SEEDOPS@govconnection.com

QUESTIONS: Call 800-500-0019

FAX: 603.683.0374

**SALES QUOTE**

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

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

Account Manager:
Phone:
Fax:
Email:

23823845.03

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

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

Customer Contact: Kevin Davenport
Email: kevin@dtxkusa.org

Phone: (903) 792-8855
Fax:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SnapOut TELP-Appropriation

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

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

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

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

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

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

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

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

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

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

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

Property Schedule to Tax-Exempt Lease/Purchase Agreement

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

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

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

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

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

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

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

Attest By:
Name:
Title:

EXHIBIT A

Property Description

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

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

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

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

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

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

Acceptance Date:

Lessee: City Of Texarkana, Texas

By:

Name:

Title:

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



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

ATTORNEYS AT LAW

1710 MOORES LANE, TEXARKANA, TEXAS 75503

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

Jeffery C. Lewis

jlewis@arwhlaw.com

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

April 30, 2015

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

PARTNERS

Victor Hlavinka

J. Dennis Chambers

Alan D. Harrel

Louise Tausch

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

Jeffery C. Lewis

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization

Jo Thomason

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

Brandon Cogburn

ASSOCIATE

Hailee A. Amox

OF COUNSEL

Charles J. Hlavinka

Stephen Oden

Otto Atchley (1904-1989)

Norman Russell (1915-1996)

Howard Waldrop (1930-2005)

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

To whom it may concern:

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

Based upon the foregoing, I provide the following opinions:

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

Key Government Finance, Inc.
April 30, 2015

Page 2

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

With regards,



Jeffery C. Lewis

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

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

EXHIBIT D

Lessee's Certificate

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E**Bank Qualification Certificate**

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

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

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

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

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

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

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

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

EXHIBIT FPayment of Proceeds Instructions

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

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

Ladies and Gentlemen:

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

Name of Payee: _KeyBanc Capital Markets Escrow_

By check _____

By wire transfer _X_

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

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

Request for Certificate of Insurance

TO:

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

FROM:

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

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

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

NOTE: Coverage is to include:

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

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

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

Notification of Tax Treatment

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

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

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

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

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

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

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

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

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

Additional comments:

Lessee: City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

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

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

Seller: Key Government Finance Inc.

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

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

Electronic data equipment

Purchaser claims this exemption for the following reason:

Government Entity

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

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

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

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

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

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

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

INVOICE INSTRUCTIONS

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

City Of Texarkana, Texas

BILL TO ADDRESS:

220 TEXAS BOULEVARD
TEXARKANA, TX 75501

BILLING CONTACT:

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

PURCHASE ORDER NUMBER:

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

FEDERAL TAX ID NUMBER: 75-6000689

EQUIPMENT LOCATION (If different from Billing Address):

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

ADDITIONAL INFORMATION NEEDED ON INVOICE:

ESCROW AGREEMENT

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

RECITALS:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

3. Termination of Escrow.

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

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

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

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

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

6. Regarding the Escrow Agent.

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

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

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

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

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

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

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

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

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

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

SnapOut TELP-Appropriation

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

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

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

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

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

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

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

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

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

Key Government Finance, Inc.

City Of Texarkana, Texas

By: _____
Authorized Officer

By: _____
Authorized Office

Title:

Title:

Address: 1000 S McCaslin Blvd
Superior, Colorado 80027

Address: 220 Texas Blvd
Texarkana, Texas 75501

KeyBank National Association

By: _____
Authorized Office

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

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule # 2

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

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

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

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

2. The Lessee hereby certifies that:

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

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

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

City Of Texarkana, Texas

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

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

Key Government Finance, Inc.

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

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

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

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

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

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

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

Date: _____

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

► Under Internal Revenue Code section 149(e)

OMB No. 1545-0720

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

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

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

**Signature
and
Consent**

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

Signature of issuer's authorized representative

Date

Type or print name and title

**Paid
Preparer
Use Only**

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if
self-employed

PTIN

Firm's name ►

Firm's EIN ►

Firm's address ►

Phone no.

General Instructions

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

What's New

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

Purpose of Form

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

Who Must File

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

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

Filing a separate return for a single issue.

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

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

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

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

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

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:

Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

RESOLUTION NO. 2015-058

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

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

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

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

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

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

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

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

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

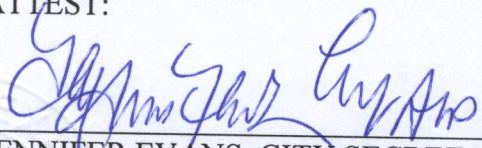
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

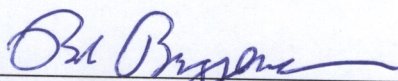
SECTION 1: That the City Manager be and is hereby authorized to execute a Lease/Purchase Agreement with Key Government Finance Inc., of Superior, Colorado for Cisco Systems computer network switching equipment and related computer hardware, over a five (5) year period, that will be at an amount not to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

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

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

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

CITY OF TEXARKANA, TX

REQUEST FOR COUNCIL ACTION

AGENDA TITLE:

AGENDA DATE:

ITEM#:

DEPARTMENT: City of Texarkana, TX

DATE SUBMITTED: May 29, 2015

PREPARED BY:

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

EXHIBITS: Lease Purchase Proposal

APPROVAL:

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

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

APPROPRIATION REQUIRED: None

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

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

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

purchase does not exceed Texas biddable limits in any year.

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

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

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

COUNCIL ACTION:



ORDERING INFORMATION

GovConnection, Inc.

Please contact your account manager with any questions.

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

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

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

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

WARRANTY: Manufacturer's Standard Commercial Warranty

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

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

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

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

Please forward your Contract or Purchase Order to:
SLEDOPS@GovConnection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374



we solve IT™

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

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

23823845.03
PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING
Date: 3/2/2015
Valid Through: 4/1/2015
Account #: 885794

Account Manager:
Phone:
Fax:
Email:

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

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO: AB#: 885794 CITY OF TEXARKANA TEXAS ACCOUNTS PAYABLE PO BOX 1967 TEXARKANA, TX 75504 (903) 798-3800	SHIP TO: AB#: 12735695 CITY OF TEXARKANA 2411 SUMMERHILL RD CIS/SUMMERHILL RD ANNEX TEXARKANA, TX 75501 (903) 792-8855
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DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	401.00 lbs	NET 30	

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

Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	6	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 5,785.06	\$ 34,710.36
2	15	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 3,208.52	\$ 48,127.80
3	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco	\$ 819.66	\$ 819.66
4	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco	\$ 537.02	\$ 537.02
5	1	14708587	WS-C4500X-16SFP+	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco	\$ 9,044.45	\$ 9,044.45
6	1	15643306	CON-SNT-WSC16SF X	Acad. SMARTnet 8x5 Next Business Day for Catalyst 4500X Cisco/Service	Cisco/Service	\$ 4,578.76	\$ 4,578.76
7	1	17982864	C4KX-PWR-750AC-R	Cat 4500X 750W AC PS Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
8	1	17925114	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC Front To Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
9	3	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 3,391.68
10	5	16630883	C3650-STACK-KIT=	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco	\$ 932.72	\$ 4,663.60
11	1			Trade in credits Cisco	Cisco	\$ (14,618.59)	\$ (14,618.59)
						Subtotal	\$ 93,515.86
						Fee	\$ 0.00
						Shipping and Handling	\$ 0.00
						Tax	\$ 0.00
						Total	\$ 93,515.86

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

Accepted by Lessor:
Key Government Finance, Inc. 1000 South McCaslin Blvd. Superior, CO 80027
By:
Name:
Title:

Agreed to by Lessee:
City Of Texarkana, Texas 220 Texas Blvd Texarkana, Texas 75501
By:
Name:
Title:

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

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

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

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

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

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

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

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

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

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

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

SnapOut TELP-Appropriation

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

Property Schedule to Tax-Exempt Lease/Purchase Agreement

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

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

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

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

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

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

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

Attest By: _____
Name: _____
Title: _____

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT A

Property Description

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

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

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

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

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

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

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

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

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)



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

ATTORNEYS AT LAW

1710 MOORES LANE, TEXARKANA, TEXAS 75503

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

Jeffery C. Lewis

jlewis@arwhlaw.com

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

April 30, 2015

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

PARTNERS

Victor Hlavinka

J. Dennis Chambers

Alan D. Harrel

Louise Tausch

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

Jeffery C. Lewis

Board Certified,
Civil Appellate Law
Texas Board of Legal Specialization

Jo Thomason

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

Brandon Cogburn

ASSOCIATE

Hailee A. Amox

OF COUNSEL

Charles J. Hlavinka

Stephen Oden

Otto Atchley (1904-1989)

Norman Russell (1915-1996)

Howard Waldrop (1930-2005)

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

To whom it may concern:

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

Based upon the foregoing, I provide the following opinions:

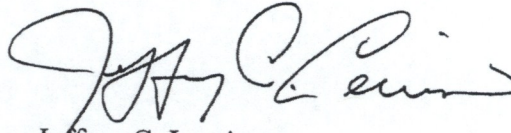
1. The City of Texarkana, Texas, is a public body corporate and politic, duly organized and existing under the laws of the State of Texas, and has the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. The City of Texarkana Texas, has all requisite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

Key Government Finance, Inc.
April 30, 2015

Page 2

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

With regards,



Jeffery C. Lewis

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

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT D

Lessee's Certificate

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT E

Bank Qualification Certificate

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

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

Bank Qualified Tax-Exempt Obligation

☒ (Check box for Bank Qualified designation)

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

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

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

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

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

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

EXHIBIT F

Payment of Proceeds Instructions

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

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

Ladies and Gentlemen:

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

Name of Payee: _KeyBanc Capital Markets Escrow_

By check _____ By wire transfer __X__

City Of Texarkana, Texas

By: _____

Name: _____

Title: _____

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

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

Request for Certificate of Insurance

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

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

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

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

NOTE: Coverage is to include:

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

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

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

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Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

Notification of Tax Treatment

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

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

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

- ☐ I agree that my lease is subject to sales/use tax.
- ☒ I am exempt from sales/use tax and I have attached a completed exemption certificate to Key Government Finance, Inc.
- ☐ I have previously provided a completed exemption certificate to Key Government Finance, Inc. which is valid for this transaction.
- ☐ I am exempt from state tax but subject to local tax. I have attached a completed exemption certificate.
- ☐ I have a valid abatement or property tax exemption (documentation attached).

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

Additional comments:

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

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

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

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

Seller: Key Government Finance Inc.

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

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

Electronic data equipment

Purchaser claims this exemption for the following reason:

Government Entity

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

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

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

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

INVOICE INSTRUCTIONS

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

City Of Texarkana, Texas

BILL TO ADDRESS:

220 TEXAS BOULEVARD
TEXARKANA, TX 75501

BILLING CONTACT:

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

PURCHASE ORDER NUMBER:

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

FEDERAL TAX ID NUMBER: 75-6000689

EQUIPMENT LOCATION (If different from Billing Address):

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

ADDITIONAL INFORMATION NEEDED ON INVOICE:

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ESCROW AGREEMENT

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

RECITALS:

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

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

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

NOW, THEREFORE, the parties agree as follows:

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

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

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

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

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

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

SnapOut TELP-Appropriation

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

3. Termination of Escrow.

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

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

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

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

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

6. Regarding the Escrow Agent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Key Government Finance, Inc.	City Of Texarkana, Texas
By: _____ Authorized Officer	By: _____ Authorized Office
Title: _____	Title: _____
Address: 1000 S McCaslin Blvd Superior, Colorado 80027	Address: 220 Texas Blvd Texarkana, Texas 75501
KeyBank National Association	
By: _____ Authorized Office	
Address: 1000 S. McCaslin Blvd. Superior, Colorado 80027	

[Please type on your letterhead]

EXHIBIT A
FORM OF REQUISITION
COSTS OF PROPERTY
Schedule # 2

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

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

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

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

2. The Lessee hereby certifies that:

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

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

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

City Of Texarkana, Texas

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

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

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

Key Government Finance, Inc.

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

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

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

Attachment: 2015-058 RES signed (1316 : 2015-058 RES Key Government Finance Lease for Cisco Equipment)

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

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

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows:

Pay to:

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

City Of Texarkana, Texas

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

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

Form **8038-GC**
(Rev. January 2012)
Department of the Treasury
Internal Revenue Service

**Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases, and Installment Sales**
► Under Internal Revenue Code section 149(e)
Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

OMB No. 1545-0720

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

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

Signature and Consent

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

Signature of issuer's authorized representative _____ Date _____ Type or print name and title _____

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no. _____			

General Instructions

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

What's New

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

Purpose of Form

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

Who Must File

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

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

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

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

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

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

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

City of Texarkana, Texas

Version: D

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

Briefing Sheet

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

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

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Consider a resolution authorizing the City Manager to purchase computer network switching equipment and related computer hardware from Cisco Systems through the Buy Board, using the vendor affiliate GovConnection of Merrimack, NH, in an amount not to exceed \$161,374.01 with the Texarkana, Texas Water Utilities portion being \$99,777.55.

The Information Technology (IT) infrastructure switches in the Texarkana Water Utilities (TWU) computer network are out of warranty and are at the end of their useful life. Newer switches provide the latest in power availability and support functions not available with the current switches. TWU is recommending a purchase for network switch replacement. This purchase will be made through the Buy Board using an approved affiliate for Cisco Systems products. The type and number of switch equipment is shown on the attached proposal. All terms of the purchase agreement appear to be in compliance with Texas statute.

The IT Division of TWU budgets and requests a replacement of existing outdated Cisco equipment on a five year disciplined technology refresh cycle. This investment is expected to cover the Utility core infrastructure and both city data centers over the next five years.

If approved, this equipment will be purchased through the National Local Government Purchasing Coop (Buy Board) Contract # 409-12.

The Buy Board is a local government purchasing cooperative administered by the Texas Association of School Boards.

City of Texarkana, Texas

We have purchased from the Buy Board on previous occasions. Purchase from the Buy Board meets all bidding requirements. This price includes the Buy Board applicable fees

Potential Options:

- “None”

Fiscal Implications:

Funds are available; this project was budgeted in the Utility’s 2014-2015 Technology Fund.

Staff Recommendation:

Texarkana Water Utilities staff recommends approval of the purchase in an amount not to exceed \$ 161,374.01 with the Texarkana, Texas Water Utilities portion being \$99,777.55.

Advisory Board/Committee Review:

“NONE”

Board/Committee Recommendation:

“NOT APPLICABLE”

Advisory Board/Committee Meeting Date and Minutes:

“NOT APPLICABLE”

Attachments

- a. Resolution No. 2015-060 Purchase Agreement with GovConnection, Inc. (DOCX)
- b. TWU - GCI Quote#23798608_02 (PDF)
- c. Goals & Perspectives (DOCX)
- d. 2015-060 RES signed (PDF)

Staff Coordination

Information Technology	Bobby Bean	Department Head Review	
Completed	06/02/2015 4:43 PM		
Water Utilities	Bill King	Water Utilities Review	Completed
	06/02/2015 4:50 PM		
Water Utilities	Jim Cornelius	Review	Completed 06/02/2015
5:06 PM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
	06/02/2015 6:48 PM		
City Manager	John Whitson	City Manager Review	Completed 06/04/2015
3:40 PM			
City Council	Jennifer Evans	Meeting	Completed 06/08/2015
6:00 PM			

Meeting History

06/08/15 City Council MOVED FORWARD Next: 06/22/15

City of Texarkana, Texas

No citizen comments were made at this public hearing.

RESOLUTION NO. 2015-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION OF MERRIMACK, NEW HAMPSHIRE FOR THE PURCHASE OF CISCO SYSTEMS NETWORK EQUIPMENT AND RELATED COMPUTER HARDWARE FROM THE GOVERNMENT BUY BOARD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) WITH THE TEXARKANA, TEXAS WATER UTILITIES PORTION IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, staff for Texarkana Water Utilities has indicated a need to replace outdated and out of warranty networking equipment and related hardware in their operations; and

WHEREAS, staff, through the City's Interlocal Agreement with the Texas Local Government Purchasing Cooperative (Ord. #242-2002), which authorizes purchases from the web-based cooperative purchasing program known as "Buy Board", has determined that GovConnection of Merrimack, New Hampshire can provide a cost efficient price for the desired Cisco Systems computer networking equipment and related hardware in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); and

WHEREAS, the funds were budgeted in the Texarkana Water Utilities 2014-2015 Technology Fund.

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

SECTION 1: That the City Manager be and is hereby authorized to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems network equipment and related computer hardware through the government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

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

23798608.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/6/2015
Valid Through: 7/8/2015
Account #: 885794

Account Manager:
Phone:
Fax:
Email:

Customer Contact: Kevin Davenport
Email: kevind@txkusa.org

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 2743591 TEXARKANA WATER UTILITIES ACCOUNTS PAYABLE PO BOX 2008 TEXARKANA, TX 75504 (903) 798-3800	AB#: 13419428 Texarkana Water Utilities Kevin Davenport Filter Plant 2700 New Boston Rd SOUTH TEXARKANA, TX 75501 (903) 792-8855

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	448.00 lbs	NET 30	

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

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
1	4	16380351	WS-C3650-48FD-S	Catalyst 3650 48-Port Full PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 5,785.06	\$ 23,140.24
2	10	16380343	WS-C3650-24PD-S	Catalyst 3650 24-Port PoE 2X10G Uplink IP Base Cisco	Cisco	\$ 3,208.52	\$ 32,085.20
3	2	15599239	WS-C4500X-24X-E S	CTO Catalyst 4500-X 24-Port 10G Enterprise Service w / Dual Power Supply Cisco	Cisco	\$ 13,566.67	\$ 27,133.34
4	2		CON-SNT-WSC24EX X	SMARTNET 8X5XNBD Catalyst 4500-X 24 Port 10G Ent. Service 60 months Cisco	Cisco	\$ 9,666.26	\$ 19,332.52
5	2	16126046	C4KX-PWR-750AC-R	Govt. Catalyst 4500X 750W AC front to back cooling power supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
6	2	16126071	C4KX-PWR-750AC-R/2	Govt. Catalyst 4500X 750W AC front to back cooling 2nd PWR supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
7	1	14708587	WS-C4500X-16SFP +	Catalyst 4500-X Series Fixed 10 Gigabit Ethernet Aggregation Switch Cisco	Cisco	\$ 9,044.45	\$ 9,044.45
8	1	15449302	CON-SNT-WSC16SF X	US Only SMARTnet 8x5 Next Business Day for 4500X 60 months Cisco/Service	Cisco/Service	\$ 4,578.76	\$ 4,578.76
9	2	16126046	C4KX-PWR-750AC-R	Govt. Catalyst 4500X 750W AC front to back cooling power supply Cisco	Cisco	\$ 1,130.56	\$ 2,261.12
10	1	12573869	WS-C3560CG-8PC-S	Catalyst 3560C Switch (8) GE PoE (2) Dual Uplink IP Base Cisco	Cisco	\$ 1,014.68	\$ 1,014.68
11	2	12363124	WS-C4507R+E	Catalyst 4500E 7-Slot Cisco	Cisco	\$ 3,954.13	\$ 7,908.26
12	2	14780968	CON-SNT-C4507R+E	US Only SMARTnet 8x5 Next Business Day 60 months Cisco/Service	Cisco/Service	\$ 11,145.87	\$ 22,291.74
13	2	17799656	WS-X45-SUP8-E	Govt. Catalyst 4500 E-Series Supervisor 8-E Cisco	Cisco	\$ 11,302.74	\$ 22,605.48
14	2	17801031	PWR-C45-1000AC	Govt. Catalyst 4500 1000W AC Power Supply (Data Only) Cisco	Cisco	\$ 562.46	\$ 1,124.92
15	4	16630883	C3650-STACK-KIT =	Catalyst 3650 Stack Module Spare Component Kit Cisco	Cisco	\$ 932.72	\$ 3,730.88

Attachment: TWU - GCI Quote#23798608_02 (1321 : 2015-060 ORD Purchase Agreement with GovConnection, Inc)



we solve IT™

SALES QUOTE

GovConnection, Inc.
7503 Standish Place
Rockville, MD 20855

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

Account Manager:
Phone:
Fax:
Email:

23798608.02

PLEASE REFER TO THE ABOVE
QUOTE # WHEN ORDERING

Date: 2/6/2015
Valid Through: 7/8/2015
Account #: 885794

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

Phone: (903) 792-8855
Fax:

QUOTE PROVIDED TO:	SHIP TO:
AB#: 2743591 TEXARKANA WATER UTILITIES ACCOUNTS PAYABLE PO BOX 2008 TEXARKANA, TX 75504 (903) 798-3800	AB#: 13419428 Texarkana Water Utilities Kevin Davenport Filter Plant 2700 New Boston Rd SOUTH TEXARKANA, TX 75501 (903) 792-8855

DELIVERY	FOB	SHIP VIA	SHIP WEIGHT	TERMS	CONTRACT ID#
1-30 Days A/R/O	Destination	Small Pkg Ground Service Level	448.00 lbs	NET 30	

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

* Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
16	1	14662179	C4KX-PWR-750AC-R=	Catalyst 4500 750W AC Power Supply Front to Back Cooling Cisco	Cisco	\$ 1,130.56	\$ 1,130.56
17	1	17466000	PWR-C2-1025WAC=	1025W AC Power Supply for 740W PoE 2960-XR PIDS Spare Cisco	Cisco	\$ 819.66	\$ 819.66
18	1	17646529	PWR-C2-640WAC=	640W AC Config 2 Power Supply, Spare Cisco	Cisco	\$ 537.02	\$ 537.02
19	1			TRADE IN CREDITS Cisco	Cisco	\$ (21,887.06)	\$ (21,887.06)
Subtotal							\$ 161,374.01
Fee							\$ 0.00
Shipping and Handling							\$ 0.00
Tax							\$ 0.00
Total							\$ 161,374.01

Attachment: TWU - GCI Quote#23798608_02 (1321 : 2015-060 ORD Purchase Agreement with GovConnection, Inc)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

"NONE"

Resource Impact:

Staff time required if item is approved: [Select One By Clicking Here](#)

Other Potential Impacts:

"NONE APPLICABLE"

Public Information Plan:

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

Other:

RESOLUTION NO. 2015-060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ISSUE A PURCHASE ORDER TO GOVCONNECTION OF MERRIMACK, NEW HAMPSHIRE FOR THE PURCHASE OF CISCO SYSTEMS NETWORK EQUIPMENT AND RELATED COMPUTER HARDWARE FROM THE GOVERNMENT BUY BOARD IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) WITH THE TEXARKANA, TEXAS WATER UTILITIES PORTION IN AN AMOUNT NOT TO EXCEED NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, staff for Texarkana Water Utilities has indicated a need to replace outdated and out of warranty networking equipment and related hardware in their operations; and

WHEREAS, staff, through the City's Interlocal Agreement with the Texas Local Government Purchasing Cooperative (Ord. #242-2002), which authorizes purchases from the web-based cooperative purchasing program known as "Buy Board", has determined that GovConnection of Merrimack, New Hampshire can provide a cost efficient price for the desired Cisco Systems computer networking equipment and related hardware in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55); and

WHEREAS, the funds were budgeted in the Texarkana Water Utilities 2014-2015 Technology Fund.

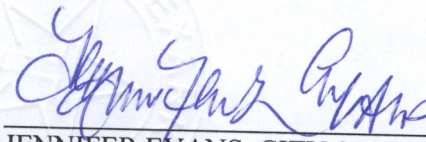
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

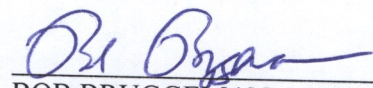
SECTION 1: That the City Manager be and is hereby authorized to issue a purchase order to GovConnection of Merrimack, New Hampshire for the purchase of Cisco Systems network equipment and related computer hardware through the government Buy Board in an amount not to exceed ONE HUNDRED SIXTY-ONE THOUSAND THREE HUNDRED SEVENTY-FOUR AND 01/100 DOLLARS (\$161,374.01) with the Texarkana, Texas Water Utilities portion in an amount not to exceed NINETY-NINE THOUSAND SEVEN HUNDRED SEVENTY-SEVEN AND 55/100 DOLLARS (\$99,777.55).

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

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

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

City of Texarkana, Texas

Version: A

Update Date: 6/17/2015 8:33 AM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Pam Burns, Municipal Clerk
Subject: Resolution No. 2015-069 appointing Stephen A. Mayo as City Liaison on
regional water issues.
Briefing: 6/22/2015 **Public Hearing:** **Second Briefing:** **Council Vote:** 6/22/2015

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Stephen A. Mayo, during his tenure on the City Council as Ward 5 Councilmember and Mayor, devoted substantial time to regional water issues, and the City Council desires to appoint him as City Liaison regarding regional water issues.

The appointment shall be at the pleasure of the City Council, revocable at any time with or without cause, and shall be without compensation. The City Liaison shall have specific duties and responsibilities as directed by the Mayor or his designee, but shall have no authority to bind the City or the City Council on any matter. The City Liaison shall be reimbursed for any travel expenses outside of Bowie County directly arising from his duties and responsibilities as City Liaison

Potential Options:

None

Fiscal Implications:

NONE

Staff Recommendation:

Staff recommends this appointment.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2015-069 RES Mayo Liason Goals & Perspectives (DOC)
- b. 2015-069 RES Appoint Steve Mayo City Liaison Regional Water (DOC)
- c. 2015-069 RES signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed
	06/17/2015 8:33 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	06/17/2015 8:42 AM	
Public Information Officer		Lisa Thompson	PIO Review
	06/17/2015 8:46 AM		Completed
City Manager	John Whitson	City Manager Review	Completed
8:46 AM			06/17/2015
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			06/22/2015

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:

Select One By Clicking Here

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

RESOLUTION NO. 2015-069

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEXARKANA, TEXAS, APPOINTING STEPHEN A.
MAYO AS CITY LIAISON ON REGIONAL WATER
ISSUES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Stephen A. Mayo, during his tenure on the City Council as Ward 5 Councilmember and Mayor, devoted substantial time to regional water issues, and the City Council desires to appoint him as City Liaison regarding regional water issues.

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

SECTION 1: The City Council appoints Stephen A. Mayo as City Liaison regarding regional water issues. The appointment shall be at the pleasure of the City Council, revocable at any time with or without cause, and shall be without compensation. The City Liaison shall have specific duties and responsibilities as directed by the Mayor or his designee, but shall have no authority to bind the City or the City Council on any matter. The City Liaison shall be reimbursed for any travel expenses outside of Bowie County directly arising from his duties and responsibilities as City Liaison.

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 22nd day of June, 2015.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RESOLUTION NO. 2015-069

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEXARKANA, TEXAS, APPOINTING STEPHEN A.
MAYO AS CITY LIAISON ON REGIONAL WATER
ISSUES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Stephen A. Mayo, during his tenure on the City Council as Ward 5 Councilmember and Mayor, devoted substantial time to regional water issues, and the City Council desires to appoint him as City Liaison regarding regional water issues.

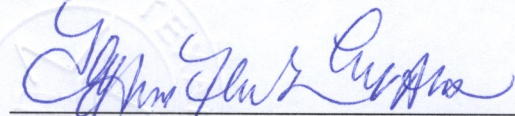
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The City Council appoints Stephen A. Mayo as City Liaison regarding regional water issues. The appointment shall be at the pleasure of the City Council, revocable at any time with or without cause, and shall be without compensation. The City Liaison shall have specific duties and responsibilities as directed by the Mayor or his designee, but shall have no authority to bind the City or the City Council on any matter. The City Liaison shall be reimbursed for any travel expenses outside of Bowie County directly arising from his duties and responsibilities as City Liaison.

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 **22nd day of June, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 6/12/2015 2:26 PM

Lead Department: City Manager **Action Officer:** Pam Burns, Municipal Clerk
Resolution No. 2015-070 authorizing and approving amendments to 'Schedule
Subject: A' of the City's Interlocal Cooperation Agreement with Riverbend Water
Resources District.
Briefing: 6/22/2015 **Public Hearing:** **Second Briefing:** **Council Vote:** 6/22/2015

Item Schedule

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

On March 5, 2010, the City of Texarkana, Texas, and Riverbend Water Resources District ("Riverbend") executed an interlocal cooperation agreement ("the 2010 Agreement") which, among other provisions, detailed in Schedule A appended to the 2010 agreement specific services to be provided by Riverbend to the City.

The City and Riverbend desire to update Schedule A to the 2010 agreement to revise the specific services to be provided by Riverbend to the City.

Potential Options:

- No change

Fiscal Implications:

"NONE"

Staff Recommendation:

Staff recommends this amendment.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

City of Texarkana, Texas

Attachments

- a. 2015-070 RES Goals & Perspectives Riverbend Intl (PDF)
- b. 2015-070 RES Amend Riverbend Interlocal (DOCX)
- c. 2015-070 RES Sched A draft revision (jcl) (PDF)
- d. 2015-070 RES 2010 Signed Riverbend - Texarkana interlocal w sched A (PDF)
- e. 2015-070 ATTH 01 Riverbend Resolution Approving Revised Schedule A(PDF)
- f. 2015-070 RES signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed
	06/17/2015 8:34 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	06/17/2015 8:45 AM	
Public Information Officer		Lisa Thompson	PIO Review
	06/17/2015 8:47 AM		Completed
City Manager	John Whitson	City Manager Review	Completed
8:48 AM			06/17/2015
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			06/22/2015

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
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Manage the Resources	☐ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:Staff time required if item is approved: [Select One By Clicking Here](#)**Other Potential Impacts:**

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING AND APPROVING AMENDMENTS TO SCHEDULE A OF THE CITY'S INTERLOCAL COOPERATION AGREEMENT WITH RIVERBEND WATER RESOURCES DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2010, the City of Texarkana, Texas, and Riverbend Water Resources District ("Riverbend") executed an interlocal cooperation agreement ("the 2010 Agreement") which, among other provisions, detailed in Schedule A appended to the 2010 agreement specific services to be provided by Riverbend to the City; and

WHEREAS, the City and Riverbend desire to update Schedule A to the 2010 agreement to revise the specific services to be provided by Riverbend to the City.

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

SECTION 1: The City Council authorizes and approves the revision to Schedule A, attached hereto, to the interlocal cooperation agreement between the City of Texarkana, Texas, and Riverbend Water Resources District, executed March 5, 2010.

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 **22nd day of June, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2015-070 RES Amend Riverbend Interlocal (1333 : 2015-070 RES Amend Riverbend Interlocal)

Schedule A

Services to be provided by Riverbend under this Interlocal Cooperation Agreement shall include the following:

1. Acting as City's agent in coordination with the City Council and City Manager of City in the following matters:

a. negotiating with the United States Army Corps of Engineers regarding contractual rights and responsibilities with respect to the entire pool in the Lake Wright Patman Reservoir;

b. securing water permits and permissions from the Texas Water Development Board, Texas Commission on Environmental Quality, and any other state or federal agency, with respect to the entire pool in the Lake Wright Patman Reservoir, corresponding with item 1a, above;

c. negotiating with governmental entities or political subdivisions outside of Texas Regional Water Planning Group - Region D regarding the purchase of water in the Lake Wright Patman Reservoir, corresponding with items 1a and 1b, above; and

d. attendance at and participation in state and regional water planning and development meetings.

The term "coordination" as used in this Section 1 shall include the following:

- Notifying the Mayor and City Manager in advance of any meetings or engagements which correspond with items 1a, 1b, 1c, or 1d, that Agent intends to either attend or participate in, so as to facilitate City attendance; and regardless of City attendance, submitting a written summary of such meetings or engagements to the Mayor and City Manager, detailing any tasks or commitments Agent proposes or recommends for City.
- Submitting a monthly status report to the City Council on all major efforts which correspond with items 1a, 1b, 1c, or 1d, including securing water rights, providing water resources to the region, funding of recommended goals and efforts (including identification of revenues, sources of revenue, and expenditures), and defining any impediments towards achieving the recommended goals and efforts.

Agent shall have no authority to bind the City or the City Council on any matter. The City Council may revoke this Section 1 at any time with or without cause.

2. Supervising performance of 1969 water supply contracts and extensions/amendments thereto between Texarkana, Texas, and the cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village Texas.

Interlocal Cooperation Agreement

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government ("City"), and Riverbend Water Resources District ("Riverbend"), a local governmental entity and political subdivision created by the Texas Legislature as set forth in Title 6, Special District Local Laws Code, Subtitle L, Chapter 9601, under the authority of Article 16, Section 59 of the Texas Constitution.

Recitals

WHEREAS, Riverbend is composed of the following statutory members: the Texas cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, Texarkana, and Wake Village; and Red River Redevelopment Authority; *see* TEX. SPEC. DIST. LOC. LAWS CODE § 9601.005 ("Riverbend statutory members"); and

WHEREAS, since Riverbend is a local governmental entity and political subdivision of the State of Texas, created by the Texas Legislature under the authority of the Texas Constitution, City deems it appropriate for Riverbend to establish and / or maintain contact with various federal and state governmental entities or agencies or political subdivisions on City's behalf with respect to water supply and conservation, among other purposes; and

WHEREAS, City desires to procure certain services from Riverbend and participate in the funding of the development of Riverbend projects in exchange for a specified fee and dollar-for-dollar Credits towards participation in future water purchases should Riverbend develop such capability, and Riverbend is willing to provide such services and agree to such Credits.

NOW THEREFORE, pursuant to Chapter 791 of the Texas Government Code, and in consideration of the premises and the mutual promises, covenants and agreements contained herein, City and Riverbend hereby agree as follows:

1. Term

- 1.1 *Initial Term.* This Agreement is for a five-year term, commencing on the date the separate agreements titled "Extension and Amendment to Water Supply Contract", by and between the City of Texarkana, Texas, and, respectively, the Texas cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village ("the separate extension agreements"), have been approved by all contracting parties pursuant to ordinances enacted by the respective governing councils of the parties.
- 1.2 *Renewal Term.* This Agreement shall automatically renew for subsequent, one-year terms, unless terminated pursuant to Section 5 of this Agreement.

2. Riverbend's Services

- 2.1 *Schedule of Services.* Riverbend agrees to perform services on behalf of City as set forth in Schedule A to this Agreement, incorporated herein by reference for all

purposes.

3. City's Advances and Credits

- 3.1 *Advances.* For each year during the term of the Agreement, City shall pay or otherwise dedicate funds to the operation of Riverbend pursuant to Section 4, below ("Advances"). Advances shall be used by Riverbend for any costs, fees, or expenses, including internal costs, as permitted by law and Riverbend's enabling legislation.
- 3.2 *Credits.* If Riverbend develops a project with capability of providing potable water to City ("Project"), then the amount of Advances made by City shall be exchanged by City, without interest, penalties, or fees, in the form of a water purchase credit for the purchase of water ("Credits") from Riverbend. Each one dollar in Advances shall be exchanged for one dollar in Credits that Riverbend shall accept for the purchase of water. The price of water provided by Riverbend shall be based on cost as determined outside of the terms of this Agreement. Credits will be available for use after cost is determined and execution of any contract that specifies the price of water from Riverbend and immediately following the development, construction, and operation of Riverbend's Project.
- 3.3 *Use of Credits.* On or before July 1 of each year after Riverbend's Project is completed and operational, City shall provide Riverbend written notice of the intent to use available Credits and the amount of available Credits proposed to be used during the upcoming budget year. Credits may not be transferred, assigned, or otherwise sold without the agreement of Riverbend. City and Riverbend agree that Riverbend may limit the amount of Credits accepted to maintain adequate funds necessary for its day-to-day operations, and the pro-rata percentage of such limitation, as determined by Riverbend's Board of Directors, shall be the same for all Riverbend statutory members.
- 3.4 *Failure to Construct Project.* The parties understand that should certain outside influences beyond Riverbend's control, such as environmental circumstances, denial of water permit, or failure to obtain necessary funding, prohibit Riverbend in proceeding with the Project, Riverbend shall have no liability to refund any Advances made by City. However, if Riverbend decides, within five (5) years of the effective date of this Agreement, that it does not wish to develop, construct or operate the Project, other than the reasons stated in the preceding sentence, Riverbend shall repay Advances made by City, together with any interest at the Federal Reserve Bank of New York prime rate minus one percent (1%) as posted on the date of the advance. Riverbend may make the repayment over a ten (10) year period in equal annual installments. Upon the refund of all advances, Riverbend will have no further obligation to City.
- 3.5 *No Obligation to Develop Project / Price of Water Not Established.* Nothing in this Agreement, nor any payment of Advances or issuance of Credits; shall (a) obligate

Riverbend to develop, construct, or operate the Project or any portion thereof, or (b) be construed as establishing the price of water. If the Project is developed and constructed, Riverbend shall prepare water purchase agreements with the Riverbend statutory members that will set the price of water based on actual cost plus any reasonable charges necessary for the proper operation, maintenance and improvements necessary to operate the Project. The water purchase agreements will establish the amount of water based on the percentage of participation in advanced funding of Riverbend's annual budget and stipulate the maximum number of Credits available for use by City for a budget year.

4. City's Fee to Riverbend

- 4.1 In consideration of the Credits set forth in Section 3 of this Agreement, and in consideration for Riverbend's services to be provided pursuant to Section 1 of this Agreement, City agrees to pay or dedicate to Riverbend the following fee, pro-rated on a monthly basis:

FEE COMPONENT (expressed in U.S. cents) per 1,000 gallons of potable water processed through "COMPANY facilities", Texas-metered sales only, excluding metered purchases by the following: (i) the Riverbend statutory members, other than City; and (ii) any other Texas municipality or local government entity or political subdivision who may pay or dedicate monies to Riverbend for purposes of becoming a Riverbend member or other purposes.

For the first year of this agreement, the FEE COMPONENT shall be fixed at \$0.045. For subsequent years under this Agreement, the FEE COMPONENT may be increased or decreased as determined during the "true-up" process described in the separate extension agreements by and between the City of Texarkana, Texas, and, respectively, the Texas cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village; provided that the FEE COMPONENT shall be the same for all Riverbend statutory members.

- 4.2 "COMPANY facilities", as that term is used in ¶ 4.1, incorporates herein by reference Schedule A of the 1969 "Water Supply System Sale-Purchase-Financing Agreement" between Lake Texarkana Water Supply Corporation and the City of Texarkana, Texas, and shall have the same meaning as that term is used in the following agreements:
- the 1969 "Water Supply Contract" between the City of Texarkana, Texas, and the City of Annona, Texas;
 - the 1969 "Water Supply Contract" between the City of Texarkana, Texas, and

the City of Avery, Texas;

- the 1969 “Water Supply Contract” between the City of Texarkana, Texas, and the City of DeKalb, Texas;
- the 1969 “Water Supply Contract” between the City of Texarkana, Texas, and the City of Hooks, Texas;
- the 1969 “Water Supply Contract” between the City of Texarkana, Texas, and the City of Maud, Texas;
- the 1969 “Water Supply Contract” between the City of Texarkana, Texas, and the City of New Boston, Texas;
- the 1969 “Texarkana, Arkansas - Texas Water Supply Agreement” between the City of Texarkana, Texas, and the City of Texarkana, Arkansas; and
- the 1969 “Water Supply Contract” between the City of Texarkana, Texas, and the City of Wake Village, Texas.

5. Primary Contacts

The parties establish the primary contact persons for any issue arising under or touching upon the Agreement:

- 5.1 for City, its CEO/City Manager;
- 5.2 for Riverbend, its Executive Director/General Manager.

6. Termination

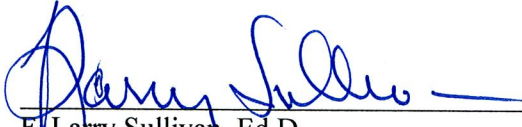
The Agreement may be terminated as follows:

- 6.1 by mutual agreement of the parties;
- 6.2 by either City or Riverbend, upon notice to the other party of one year prior to the effective date of termination;
- 6.3 by City, upon failure of Riverbend to perform any of its obligations under the Agreement, such failure not being cured by Riverbend within sixty (60) days following City giving Riverbend written notice of City’s intent to terminate the Contract; or

- 6.4 by Riverbend, upon failure of City to perform any of its obligations under the Agreement, such failure not being cured by City within sixty (60) days following Riverbend giving City written notice of Riverbend's intent to terminate the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Interlocal Cooperation Agreement to be executed by their duly authorized officers.

The City of Texarkana, Texas

By:  Date: 3-5-, 2010
 Larry Sullivan, Ed.D.
 CEO/City Manager

ATTEST:


 Kerry Meredith, City Secretary

APPROVED:


 Jeffery C. Lewis
 Atchley, Russell, Waldrop & Hlavinka, LLP
 Retained Legal Counsel

Riverbend Water Resources District

By: Mike Ruddick
President

Date: 3-5-, 2010

ATTEST:

Angie Sullivan
Secretary

Schedule A

Services to be provided by Riverbend under this Interlocal Cooperation Agreement shall include the following:

1. Acting as City's designee and as local cooperating sponsor and agent on behalf of Annona, Avery, DeKalb, Hooks, Maud, New Boston, Texarkana, and Wake Village Texas, in the following matters:

a. negotiating with the United States Army Corp of Engineers for contractual rights to use water conservation space to be made available in the Lake Wright Patman Reservoir;

b. securing water permits and permissions from the Texas Water Development Board, Texas Commission on Environmental Quality, and any other state or federal agency, to use water conservation space to be made available in the Lake Wright Patman Reservoir, corresponding with item 1a, above;

c. negotiating with other governmental entities or political subdivisions regarding the purchase of water to be made available in the Lake Wright Patman Reservoir, corresponding with items 1a and 1b, above; and

d. attendance at state and regional water planning and development meetings.

2. Supervising performance of 1969 water supply contracts and extensions/amendments thereto between Texarkana, Texas, and the cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village Texas.

3. Such other services as provided in subsequent Agreements as approved by Riverbend and the cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, Texarkana, and Wake Village Texas.

RESOLUTION NO. 061715-01

RESOLUTION OF THE RIVERBEND WATER RESOURCES DISTRICT BOARD OF DIRECTORS REPEALING THE 2010 SCHUEDLE "A" ASSOCIATED WITH THE TEXARKANA, TX INTERLOCAL COOPERATION AGREEMENT AND APPROVING A REVISED SCHEDULE "A"

WHEREAS, in 2010 the City of Texarkana, Texas (City) entered into an Interlocal Cooperation Agreement (ICA) with the Riverbend Water Resources District (RWRD) to procure certain services from RWRD; and

WHEREAS, the ICA includes a Schedule "A" that outlines some of the services to be provided by RWRD; and

WHEREAS, the City and RWRD wish to revise the Schedule "A";

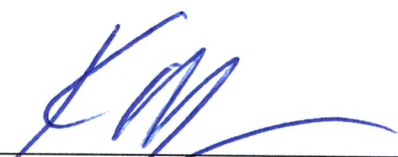
NOW THEREFORE IT IS RESOLVED THAT THE RIVERBEND WATER RESOURCES DISTRICT BOARD OF DIRECTORS HEREBY:

Section 1: Approve a revised Schedule "A" attached to this resolution.

Section 2: All resolutions or parts of a resolution in conflict herewith are replaced to the extent of such conflict.

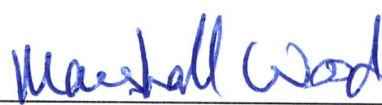
Section 3: That this resolution shall be in full force and effect from and after its passage and approval.

APPROVED, this June day of 17, 2015



Kelly Mitchell, RWRD Board President

ATTEST:



Marshall Wood, RWRD Board Secretary

Revised
Schedule A

Services to be provided by Riverbend under this Interlocal Cooperation Agreement shall include the following:

1. Acting as City's agent in coordination with the City Council and City Manager of City in the following matters:

a. negotiating with the United States Army Corps of Engineers regarding contractual rights and responsibilities with respect to the entire pool in the Lake Wright Patman Reservoir;

b. securing water permits and permissions from the Texas Water Development Board, Texas Commission on Environmental Quality, and any other state or federal agency, with respect to the entire pool in the Lake Wright Patman Reservoir, corresponding with item 1a, above;

c. negotiating with governmental entities or political subdivisions outside of Texas Regional Water Planning Group - Region D regarding the purchase of water in the Lake Wright Patman Reservoir, corresponding with items 1a and 1b, above; and

d. attendance at and participation in state and regional water planning and development meetings.

The term "coordination" as used in this Section 1 shall include the following:

- Notifying the Mayor and City Manager in advance of any meetings or engagements which correspond with items 1a, 1b, 1c, or 1d, that Agent intends to either attend or participate in, so as to facilitate City attendance; and regardless of City attendance, submitting a written summary of such meetings or engagements to the Mayor and City Manager, detailing any tasks or commitments Agent proposes or recommends for City.
- Submitting a monthly status report to the City Council on all major efforts which correspond with items 1a, 1b, 1c, or 1d, including securing water rights, providing water resources to the region, funding of recommended goals and efforts (including identification of revenues, sources of revenue, and expenditures), and defining any impediments towards achieving the recommended goals and efforts.

Agent shall have no authority to bind the City or the City Council on any matter. The City Council may revoke this Section 1 at any time with or without cause.

2. Supervising performance of 1969 water supply contracts and extensions/amendments thereto between Texarkana, Texas, and the cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village Texas.

RESOLUTION NO. 2015-070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING AND APPROVING AMENDMENTS TO SCHEDULE A OF THE CITY'S INTERLOCAL COOPERATION AGREEMENT WITH RIVERBEND WATER RESOURCES DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 5, 2010, the City of Texarkana, Texas, and Riverbend Water Resources District ("Riverbend") executed an interlocal cooperation agreement ("the 2010 Agreement") which, among other provisions, detailed in Schedule A appended to the 2010 agreement specific services to be provided by Riverbend to the City; and

WHEREAS, the City and Riverbend desire to update Schedule A to the 2010 agreement to revise the specific services to be provided by Riverbend to the City.

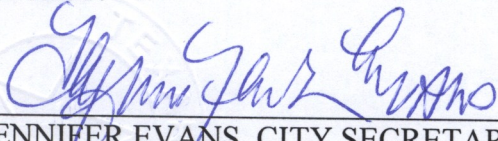
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

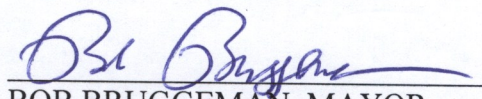
SECTION 1: The City Council authorizes and approves the revision to Schedule A, attached hereto, to the interlocal cooperation agreement between the City of Texarkana, Texas, and Riverbend Water Resources District, executed March 5, 2010.

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 **22nd** day of **June, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:09 p.m.

Attachment: 2015-070 RES signed (1333 : 2015-070 RES Amend Riverbend Interlocal)

Schedule A

Services to be provided by Riverbend under this Interlocal Cooperation Agreement shall include the following:

1. Acting as City's agent in coordination with the City Council and City Manager of City in the following matters:

a. negotiating with the United States Army Corps of Engineers regarding contractual rights and responsibilities with respect to the entire pool in the Lake Wright Patman Reservoir;

b. securing water permits and permissions from the Texas Water Development Board, Texas Commission on Environmental Quality, and any other state or federal agency, with respect to the entire pool in the Lake Wright Patman Reservoir, corresponding with item 1a, above;

c. negotiating with governmental entities or political subdivisions outside of Texas Regional Water Planning Group - Region D regarding the purchase of water in the Lake Wright Patman Reservoir, corresponding with items 1a and 1b, above; and

d. attendance at and participation in state and regional water planning and development meetings.

The term "coordination" as used in this Section 1 shall include the following:

- Notifying the Mayor and City Manager in advance of any meetings or engagements which correspond with items 1a, 1b, 1c, or 1d, that Agent intends to either attend or participate in, so as to facilitate City attendance; and regardless of City attendance, submitting a written summary of such meetings or engagements to the Mayor and City Manager, detailing any tasks or commitments Agent proposes or recommends for City.
- Submitting a monthly status report to the City Council on all major efforts which correspond with items 1a, 1b, 1c, or 1d, including securing water rights, providing water resources to the region, funding of recommended goals and efforts (including identification of revenues, sources of revenue, and expenditures), and defining any impediments towards achieving the recommended goals and efforts.

Agent shall have no authority to bind the City or the City Council on any matter. The City Council may revoke this Section 1 at any time with or without cause.

2. Supervising performance of 1969 water supply contracts and extensions/amendments thereto between Texarkana, Texas, and the cities of Annona, Avery, DeKalb, Hooks, Maud, New Boston, and Wake Village Texas.

City of Texarkana, Texas

Version: M

Update Date: 6/17/2015 1:55 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Pam Burns, Municipal Clerk
Subject: Ordinance No. 2015-035 adopting and enacting a revised Code of Ordinances for the City of Texarkana, Texas.
Briefing: 8/10/2015 **Public Hearing:** 4/13/2015 **Second Briefing:** April 27, 2015 **Council Vote:** 6/22/2015

Item Schedule

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

Updates/History of Briefing:

The City Council requested that staff hold an additional public hearing on this issue and invite by email addresses the developers, real estate and Home builders Association. Emails, newspaper, social media and website posting for a Public Hearing on Thursday, June 18th at 5:30 PM at Texas City Hall was done by city staff. The general public was also invited. Staff report on this meeting will be provided at the City Council meeting June 22, 2015.

Executive Summary and Background Information:

The City Council of Texarkana, Texas by Ordinance 36-61, passed and approved on June 19, 1961, adopted and enacted a new Code of Ordinances which, with exceptions, functioned as a new and original comprehensive ordinance that superseded all other general and permanent ordinances passed by the City Council on or before May 9, 1961.

City staff, collaborating with Municipal Code Corporation, have completed a topic-by-topic review and revision of the City's current Code of Ordinances, which includes over a half-century of amendments to the Code, for the purpose of improving accessibility by rearranging certain provisions, using a format and numbering system to facilitate citation and future expansion, and eliminating duplicate, obsolete, expired, and superseded provisions.

<http://www.ci.texarkana.tx.us/513/Proposed-Code-of-Ordinances-Recodificati>

The revised Code of Ordinances makes primarily no substantive changes and other changes in compliance with Texas law or Council action, such as adoption of a master fee schedule (see Res. No. 2014-083) which allows for replacing dollar-specific fee information within Code provisions by reference to the Council-adopted fee schedule.

This will require 2 readings of the ordinance. The first reading will be at the first briefing and the second reading when the City Council votes on this item.

Potential Options:

- Approve or deny the adoption of the revised and reorganized Code of Ordinance.

Fiscal Implications:

City of Texarkana, Texas

Substantial savings should be realized once this new Code has been adopted by reducing the number of supplement pages required to continually bring sections of the old Code in line with State Statute and current City needs.

Staff Recommendation:

The following City Staff in collaboration with Jeff Lewis, Retained Legal Counsel and Municode representative, Jim Jenkins, spent numerous hours reviewing and organizing the new Code in the best interest of the citizens of Texarkana, Texas: John Whitson, Shirley Jaster, Deborah Jones, Jennifer Evans, Pam Burns, Dan Shiner, Charles Kriedler, Mike Harris, Eric Schlotter, Chris Black, Daphnea Ryan, Robby Robertson, Kyle Dooley, Charlie Bassett, Bill King, Jim Powell, and David Orr.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2015-035 ORD ReCodified Code of Ordinances (DOCX)
- b. 2015-035 Goals & Perspectives (DOCX)
- c. 2015-035 ORD signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	03/12/2015 4:20 PM	
Finance Department Charlie Bassett	Finance Review	Completed 03/19/2015 10:16 AM
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review Completed	03/19/2015 1:29 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
	03/19/2015 1:30 PM	
City Manager John Whitson	City Manager Review	Completed 03/19/2015 1:32 PM
City Council Jennifer Evans	Meeting	Completed 03/23/2015 6:00 PM

Meeting History

03/23/15	City Council	MOVED FORWARD	Next: 04/13/15
04/13/15	City Council	MOVED FORWARD	Next: 08/10/15
04/27/15	City Council	MOVED FORWARD	Next: 06/22/15

PUBLISH

ORDINANCE NO. 2015-035

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS; ADOPTING AND ENACTING A REVISED CODE OF ORDINANCES FOR THE CITY OF TEXARKANA, TEXAS; PROVIDING AN EFFECTIVE DATE OF SUCH CODE; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED IN THE CODE EXCEPT AS PROVIDED IN THE CODE; PROVIDING FOR THE MANNER OF AMENDING THE CODE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, pursuant to Ordinance No. 36-61, passed and approved on June 19, 1961, the City Council of the City of Texarkana, Texas, adopted and enacted a new Code of Ordinances which, with exceptions, functioned as a new and original comprehensive ordinance that superseded all other general and permanent ordinances passed by the City Council on or before May 9, 1961; and

WHEREAS, City staff, collaborating with Municipal Code Corporation, have completed a topic-by-topic review and revision of the City's current Code of Ordinances, which includes over a half-century of amendments to the Code, for the purpose of improving accessibility by rearranging certain provisions, using a format and numbering system to facilitate citation and future expansion, and eliminating duplicate, obsolete, expired, and superseded provisions; and

WHEREAS, the revised Code of Ordinances makes primarily nonsubstantive changes and other changes in compliance with Texas law or Council action, such as adoption of a master fee schedule (see Res. No. 2014-083) which allows for replacing dollar-specific fee information within Code provisions by reference to the Council-adopted fee schedule.

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

SECTION 1: "The Code of General Ordinances, City of Texarkana, Texas," submitted in published form by Municipal Code Corporation, consisting of chapters 1 through 45, each inclusive, contained within electronic media attached to this Ordinance and incorporated herein by reference for all purposes, hereinafter referred to as "the Code", is hereby adopted and enacted. The City Council finds and determines that any applicable hearing and notice requirements have been met for passage and approval of this Ordinance. All provisions of the Code shall be in full force and effect from and after **June 22, 2015**.

SECTION 2. All ordinances of a general and permanent nature enacted on or before January 26, 2015, and not otherwise included, recognized, or continued in force by general or specific reference or exception in the Code, are repealed, except as hereinafter provided. This Section 2

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shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this Ordinance.

SECTION 3. Section 2 of this Ordinance shall not be construed to repeal or otherwise affect any of the following:

- (1) Any offense or act committed or done, any penalty or forfeiture incurred, or any contract or right established or accruing before the effective date of this Code;
- (2) Any ordinance or resolution promising or guaranteeing the payment of money for the city or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness;
- (3) Any contract or obligation assumed by the city;
- (4) Any ordinance or resolution establishing or fixing the salary of any city officer or employee, unless superseded;
- (5) Any ordinance or resolution establishing or fixing retirement and pension plans, benefits, personnel policy, civil service rules and regulations, and/or administrative procedures for city officers or employees not otherwise enumerated in this Code;
- (6) Any right of franchise granted by the city to any person, firm, or corporation;
- (7) Any ordinance or resolution dedicating, naming, establishing, locating, relocating, closing, opening, widening, paving, vacating or encumbering, etc., any street, sidewalk, public right-of-way, or public property in the city or owned by the city, including any City Council-approved special exceptions to public rights-of-way and agreements incident thereto;
- (8) Any ordinance or resolution establishing and prescribing the street grades of any street in the city;
- (9) Any appropriation ordinance;
- (10) Any ordinance or resolution which, by its own terms, is effective for a stated or limited term;
- (11) Any ordinance or resolution providing for local improvements and assessing taxes therefor;
- (12) Any ordinance rezoning specific property or amending the zoning map;
- (13) Any ordinance or resolution dedicating or accepting any subdivision plat or providing for subdivision regulations;
- (14) Any ordinance or resolution describing or altering the boundaries of the City or annexing property to the City;
- (15) The ordinances or resolutions of the City not in conflict or inconsistent with the provisions of this Code;
- (16) Any ordinance levying or imposing taxes not included in this Code;
- (17) Any ordinance or regulation prescribing traffic regulations for specific locations concerning through streets, parking limitations, parking prohibitions, one-way traffic, limitations on loads of vehicles or loading zones, not in conflict or inconsistent with this Code;

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- (18) Any ordinance or resolution of agreement with another political subdivision, special district, or authority;
- (19) Pertaining to any specific election, or the calling of regular or special elections, or promulgating the results of such elections;
- (20) Any ordinance or resolution establishing or imposing any municipal rates, charges or fees for the city, that are not otherwise enumerated in this Code;
- (21) Any ordinance or resolution, or part thereof, which is listed on or transferred to the traffic register as continuing in effect;
- (22) Any ordinance or resolution establishing water and sewer rates, customer fees and deposits, penalties, tapping charges, service charges, sewer and industrial pretreatment services, and any other rates, fees or charges pertaining to water and sewer service;
- (23) Any ordinance or regulation establishing, prescribing, and/or modifying records management or records retention policies or rules;
- (24) Any other ordinance or resolution, or part thereof, which is not of a general and permanent nature; or which is referred to elsewhere in this Code as continuing in effect.
- (25) Any ordinance relating to the creation or establishment of any authority, commission, or board, including any ordinance adopting, approving, amending or repealing rules and regulations of any such authority, commission, or board; and
- (26) Any ordinance enacted after January 26, 2015.

SECTION 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding five hundred dollars (\$500.00); except violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be two thousand dollars (\$2,000.00) for each offense. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code of Ordinances of the City of Texarkana shall be understood and intended to include such additions and amendments.

SECTION 6. Ordinances adopted after January 26, 2015, which amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

PUBLISH

SECTION 7: The parenthetical notes within the Code referencing source ordinances or amendments are editorially prepared only to preserve the historical background and shall not be construed as a substantive addition to the pertinent Code provision.

SECTION 8: A copy of the Code shall be kept on file in the office of the City Secretary in such form as the City Secretary may deem expedient. The City Secretary or a designee of the City Secretary shall update the Code to include all amendments or ordinances which the City Council intends to make a part of the Code and to extract all provisions which may be repealed by the City Council.

SECTION 9: The City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 10: 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 11: This Ordinance, upon publication as provided herein, shall be in full force and effect ten (10) days after its passage and approval. The City Council orders publication of the Code following the date this Ordinance shall be in full force and effect.

FIRST READING APPROVED in Regular Council Session on this the **23rd day of March, 2015.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

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

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the **22nd day of June, 2015.**

JENNIFER EVANS, CITY SECRETARY

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:

(Insert Text Here/or say "NONE")

Resource Impact:

Staff time required if item is approved: [Select One By Clicking Here](#)

Other Potential Impacts:

List or say "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:

PUBLISH

ORDINANCE NO. 2015-035

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS; ADOPTING AND ENACTING A REVISED CODE OF ORDINANCES FOR THE CITY OF TEXARKANA, TEXAS; PROVIDING AN EFFECTIVE DATE OF SUCH CODE; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED IN THE CODE EXCEPT AS PROVIDED IN THE CODE; PROVIDING FOR THE MANNER OF AMENDING THE CODE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, pursuant to Ordinance No. 36-61, passed and approved on June 19, 1961, the City Council of the City of Texarkana, Texas, adopted and enacted a new Code of Ordinances which, with exceptions, functioned as a new and original comprehensive ordinance that superseded all other general and permanent ordinances passed by the City Council on or before May 9, 1961; and

WHEREAS, City staff, collaborating with Municipal Code Corporation, have completed a topic-by-topic review and revision of the City's current Code of Ordinances, which includes over a half-century of amendments to the Code, for the purpose of improving accessibility by rearranging certain provisions, using a format and numbering system to facilitate citation and future expansion, and eliminating duplicate, obsolete, expired, and superseded provisions; and

WHEREAS, the revised Code of Ordinances makes primarily nonsubstantive changes and other changes in compliance with Texas law or Council action, such as adoption of a master fee schedule (see Res. No. 2014-083) which allows for replacing dollar-specific fee information within Code provisions by reference to the Council-adopted fee schedule.

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

SECTION 1: "The Code of General Ordinances, City of Texarkana, Texas," submitted in published form by Municipal Code Corporation, consisting of chapters 1 through 45, each inclusive, contained within electronic media attached to this Ordinance and incorporated herein by reference for all purposes, hereinafter referred to as "the Code", is hereby adopted and enacted. The City Council finds and determines that any applicable hearing and notice requirements have been met for passage and approval of this Ordinance. All provisions of the Code shall be in full force and effect from and after **June 22, 2015**.

SECTION 2. All ordinances of a general and permanent nature enacted on or before January 26, 2015, and not otherwise included, recognized, or continued in force by general or specific reference or exception in the Code, are repealed, except as hereinafter provided. This Section 2

Attachment: 2015-035 ORD signed (1286 : 2015-035 ORD Adopting the Recodified Code of Ordinances)

PUBLISH

shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this Ordinance.

SECTION 3. Section 2 of this Ordinance shall not be construed to repeal or otherwise affect any of the following:

- (1) Any offense or act committed or done, any penalty or forfeiture incurred, or any contract or right established or accruing before the effective date of this Code;
- (2) Any ordinance or resolution promising or guaranteeing the payment of money for the city or authorizing the issuance of any bonds of the city or any evidence of the city's indebtedness;
- (3) Any contract or obligation assumed by the city;
- (4) Any ordinance or resolution establishing or fixing the salary of any city officer or employee, unless superseded;
- (5) Any ordinance or resolution establishing or fixing retirement and pension plans, benefits, personnel policy, civil service rules and regulations, and/or administrative procedures for city officers or employees not otherwise enumerated in this Code;
- (6) Any right of franchise granted by the city to any person, firm, or corporation;
- (7) Any ordinance or resolution dedicating, naming, establishing, locating, relocating, closing, opening, widening, paving, vacating or encumbering, etc., any street, sidewalk, public right-of-way, or public property in the city or owned by the city, including any City Council-approved special exceptions to public rights-of-way and agreements incident thereto;
- (8) Any ordinance or resolution establishing and prescribing the street grades of any street in the city;
- (9) Any appropriation ordinance;
- (10) Any ordinance or resolution which, by its own terms, is effective for a stated or limited term;
- (11) Any ordinance or resolution providing for local improvements and assessing taxes therefor;
- (12) Any ordinance rezoning specific property or amending the zoning map;
- (13) Any ordinance or resolution dedicating or accepting any subdivision plat or providing for subdivision regulations;
- (14) Any ordinance or resolution describing or altering the boundaries of the City or annexing property to the City;
- (15) The ordinances or resolutions of the City not in conflict or inconsistent with the provisions of this Code;
- (16) Any ordinance levying or imposing taxes not included in this Code;
- (17) Any ordinance or regulation prescribing traffic regulations for specific locations concerning through streets, parking limitations, parking prohibitions, one-way traffic, limitations on loads of vehicles or loading zones, not in conflict or inconsistent with this Code;

PUBLISH

- (18) Any ordinance or resolution of agreement with another political subdivision, special district, or authority;
- (19) Pertaining to any specific election, or the calling of regular or special elections, or promulgating the results of such elections;
- (20) Any ordinance or resolution establishing or imposing any municipal rates, charges or fees for the city, that are not otherwise enumerated in this Code;
- (21) Any ordinance or resolution, or part thereof, which is listed on or transferred to the traffic register as continuing in effect;
- (22) Any ordinance or resolution establishing water and sewer rates, customer fees and deposits, penalties, tapping charges, service charges, sewer and industrial pretreatment services, and any other rates, fees or charges pertaining to water and sewer service;
- (23) Any ordinance or regulation establishing, prescribing, and/or modifying records management or records retention policies or rules;
- (24) Any other ordinance or resolution, or part thereof, which is not of a general and permanent nature; or which is referred to elsewhere in this Code as continuing in effect.
- (25) Any ordinance relating to the creation or establishment of any authority, commission, or board, including any ordinance adopting, approving, amending or repealing rules and regulations of any such authority, commission, or board; and
- (26) Any ordinance enacted after January 26, 2015.

SECTION 4. Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding five hundred dollars (\$500.00); except violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be two thousand dollars (\$2,000.00) for each offense. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the City may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 5. Additions or amendments to the Code when passed in such form as to indicate the intention of the City to make the same a part of the Code shall be deemed to be incorporated in the Code, so that reference to the Code of Ordinances of the City of Texarkana shall be understood and intended to include such additions and amendments.

SECTION 6. Ordinances adopted after January 26, 2015, which amend or refer to ordinances that have been codified in the Code, shall be construed as if they amend or refer to like provisions of the Code.

PUBLISH

SECTION 7: The parenthetical notes within the Code referencing source ordinances or amendments are editorially prepared only to preserve the historical background and shall not be construed as a substantive addition to the pertinent Code provision.

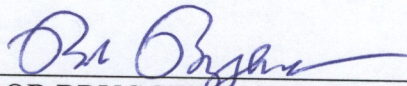
SECTION 8: A copy of the Code shall be kept on file in the office of the City Secretary in such form as the City Secretary may deem expedient. The City Secretary or a designee of the City Secretary shall update the Code to include all amendments or ordinances which the City Council intends to make a part of the Code and to extract all provisions which may be repealed by the City Council.

SECTION 9: The City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

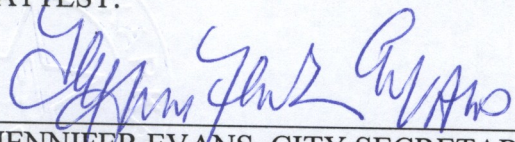
SECTION 10: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 11: This Ordinance, upon publication as provided herein, shall be in full force and effect ten (10) days after its passage and approval. The City Council orders publication of the Code following the date this Ordinance shall be in full force and effect.

FIRST READING APPROVED in Regular Council Session on this the **23rd day of March, 2015.**


BOB BRUGGEMAN, MAYOR

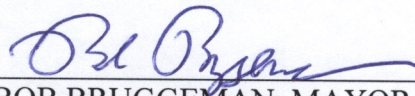
ATTEST:


JENNIFER EVANS, CITY SECRETARY

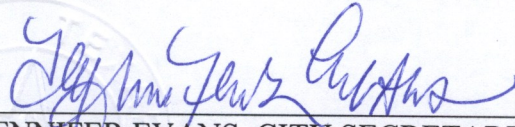
7:13 p.m.

PUBLISH

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


BOB BRUGGEMAN, MAYOR

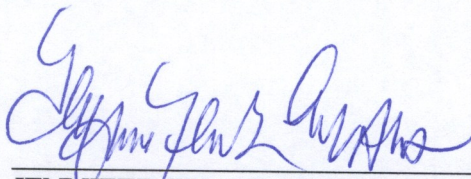
ATTEST:


JENNIFER EVANS, CITY SECRETARY

7:13p.m.

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the **22nd day of June, 2015.**


JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Version: Q

Update Date: 6/17/2015 1:57 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Pam Burns, Municipal Clerk
Subject: Ordinance No. 2015-036 adopting and enacting a Land Development Code for the City of Texarkana, Texas.

Briefing: 8/10/2015 **Public Hearing:** 4/13/2015 **Second Briefing:** April 27, 2015 **Council Vote:** 6/22/2015

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

Alan Schimming, real estate businessman in Texarkana, spoke at the public hearing on April 13, 2015 concerning this item. He stated that this issue should be given more time for review if changes to the code are being considered by the City.

The City Council requested that staff hold an additional public hearing on this issue and invite by email addresses the developers, real estate and Home builders Association. Emails, newspaper, social media and website posting for a Public Hearing on Thursday, June 18th at 5:30 PM at Texas City Hall was done by city staff. The general public was also invited. Staff report on this meeting will be provided at the City Council meeting June 22, 2015.

Executive Summary and Background Information:

During the process of reviewing and revising the City's Code of Ordinances (see Ord. 2015-035), City staff, collaborating with Municipal Code Corporation, compiled a non-substantive revision and update of the provisions of the City's zoning ordinances to be published in a separate section of the Code of Ordinances, titled "Land Development Code of the City of Texarkana, Texas." Please use this link to view the document

<http://www.ci.texarkana.tx.us/513/Proposed-Code-of-Ordinances-Recodificati>

Publishing zoning ordinances with the Code of Ordinances will improve accessibility, using a similar format and numbering system as other municipal code provisions.

The Planning and Zoning Commission held a public hearing on the codification of the zoning ordinances and recommends the City Council's approval of the "Land Development Code of the City of Texarkana, Texas."

Notice for the City Council's public hearing on this proposed ordinance, which contained the date, time, and place of the hearing and the nature of the subject to be considered, has been given by publication in a newspaper of general circulation in the City of Texarkana, Texas, not less than fifteen days before the hearing.

This ordinance requires 2 readings. The first reading will be at the first briefing and the second

City of Texarkana, Texas

reading when the City Council votes on the item.

Potential Options:

- Approve or deny this request

Fiscal Implications:

Substantial savings should be realized to bring the full zoning ordinance into the Land Development Code of Ordinances. Allowing the public to see the entire governing ordinances of the City in one web portal for better transparency.

Staff Recommendation: of the City of Texarkana, Texas."

Staff recommends for the approval of the "Land Development Code of the City of Texarkana, Texas."

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission held a public hearing on the codification of the zoning ordinances at the May meeting and voted to recommend the City Council's approval of the "Land Development Code of the City of Texarkana, Texas."

Advisory Board/Committee Meeting Date and Minutes:

May 5, 2015

Attachments

- a. 2015-036 ORD Adopt Land Development Code (DOCX)
- b. 2015-036 Goals & Perspectives (DOCX)
- c. 2015-036 ORD signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	03/12/2015 4:19 PM	
Finance Department	Charlie Bassett	Finance Review
4:43 PM	Completed	03/12/2015
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	03/19/2015 9:35 AM
Public Information Officer	Lisa Thompson	PIO Review
03/19/2015 9:36 AM	Completed	
City Manager	John Whitson	City Manager Review
1:27 PM	Completed	03/19/2015
City Council	Jennifer Evans	Meeting
6:00 PM	Completed	03/23/2015

City of Texarkana, Texas**Meeting History**

03/23/15	City Council	MOVED FORWARD	Next: 04/13/15
04/13/15	City Council	MOVED FORWARD	Next: 08/10/15
04/27/15	City Council	MOVED FORWARD	Next: 06/22/15

PUBLISH

ORDINANCE NO. 2015-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS; ADOPTING AND ENACTING A LAND DEVELOPMENT CODE FOR THE CITY OF TEXARKANA, TEXAS; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED IN THE LAND DEVELOPMENT CODE EXCEPT AS PROVIDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING THE LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, in the process of reviewing and revising the City's Code of Ordinances (see Ord. No. 2015- 035), City staff, collaborating with Municipal Code Corporation, compiled a nonsubstantive revision and update of the provisions of the City's zoning ordinances to be published in a separate section of the Code of Ordinances, titled "Land Development Code of the City of Texarkana, Texas"; and

WHEREAS, the purpose of publishing zoning ordinances with the Code of Ordinances is to improve accessibility, using a similar format and numbering system as other municipal code provisions; and

WHEREAS, the Planning and Zoning Commission held a public hearing on the codification of the zoning ordinances and recommends the City Council's approval of the "Land Development Code of the City of Texarkana, Texas"; and

WHEREAS, notice for the City Council's public hearing on this proposed ordinance, which contained the date, time, and place of the hearing and the nature of the subject to be considered, has been given by publication in a newspaper of general circulation in the City of Texarkana, Texas, not less than fifteen days before the hearing.

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

SECTION 1: The "Land Development Code of the City of Texarkana, Texas," submitted in published form by Municipal Code Corporation, consisting of chapters 100 through 140, each inclusive, contained within electronic media attached to this Ordinance and incorporated herein by reference for all purposes, hereinafter referred to as "the Land Development Code", is hereby adopted and enacted. The City Council finds and determines that any applicable hearing and notice requirements have been met for passage and approval of this Ordinance. All provisions of the Land Development Code shall be in full force and effect from and after **June 22, 2015**.

PUBLISH

SECTION 2. All ordinances of a general and permanent nature enacted on or before January 26, 2015, and not otherwise included, recognized, or referenced in the Land Development Code, are repealed. This Section 2 shall not repeal non-codified ordinances continued in force by reference or exception in the Land Development Code, nor shall it be construed to revive any ordinance or part thereof that has been repealed by an ordinance subject to this repealer clause.

SECTION 3: Unless another penalty is expressly provided, every person convicted of a violation of any provision of the Land Development Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a fine not exceeding five hundred dollars (\$500.00); except violations of municipal ordinances that govern fire, safety, zoning, public health and sanitation, including dumping of refuse, vegetation and litter violations in which the maximum fine shall be two thousand dollars (\$2,000.00) for each offense. Each act of violation and each day upon which any such violation shall continue or occur shall constitute a separate offense. The penalty provided by this section, unless another penalty is expressly provided, shall apply to the amendment of any Land Development Code section, whether or not such penalty is reenacted in the amendatory ordinance. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisances, injunctive relief and revocation of licenses or permits.

SECTION 4. Additions or amendments to the Land Development Code, when passed in such form as to indicate the intention of the City to make the same a part of the Land Development Code, shall be deemed to be incorporated in the Land Development Code, so that reference to the Land Development Code includes the additions and amendments.

SECTION 5. Ordinances adopted after January 26, 2015, which amend or refer to ordinances that have been codified in the Land Development Code, shall be construed as if they amend or refer to like provisions of the Land Development Code.

SECTION 6: The parenthetical notes within the Land Development Code referencing source ordinances or amendments are editorially prepared only to preserve the historical background and shall not be construed as a substantive addition to the pertinent Land Development Code provision.

SECTION 7: A copy of the Land Development Code shall be kept on file in the office of the City Secretary in such form as the City Secretary may deem expedient. The City Secretary or a designee of the City Secretary shall update the Land Development Code to include all amendments or ordinances which the City Council intends to make a part of the Land Development Code and to extract all provisions which may be repealed by the City Council.

SECTION 8: The City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

PUBLISH

SECTION 9: 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 10: This Ordinance, upon publication as provided herein, shall be in full force and effect ten (10) days after its passage and approval. The City Council orders publication of the Land Development Code following the date this Ordinance shall be in full force and effect.

FIRST READING APPROVED in Regular Council Session on **March 23, 2015.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

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

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

PUBLISH

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the **22nd day of June, 2015**.

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

PUBLISH

ORDINANCE NO. 2015-036

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS; ADOPTING AND ENACTING A LAND DEVELOPMENT CODE FOR THE CITY OF TEXARKANA, TEXAS; PROVIDING A PENALTY FOR THE VIOLATION THEREOF; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF CERTAIN ORDINANCES NOT INCLUDED IN THE LAND DEVELOPMENT CODE EXCEPT AS PROVIDED THEREIN; PROVIDING FOR THE MANNER OF AMENDING THE LAND DEVELOPMENT CODE; PROVIDING FOR PUBLICATION OF PUBLIC NOTICE; AND ESTABLISHING AN EFFECTIVE DATE FOR THIS ORDINANCE.

WHEREAS, in the process of reviewing and revising the City's Code of Ordinances (see Ord. No. 2015- 035), City staff, collaborating with Municipal Code Corporation, compiled a nonsubstantive revision and update of the provisions of the City's zoning ordinances to be published in a separate section of the Code of Ordinances, titled "Land Development Code of the City of Texarkana, Texas"; and

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WHEREAS, the Planning and Zoning Commission held a public hearing on the codification of the zoning ordinances and recommends the City Council's approval of the "Land Development Code of the City of Texarkana, Texas"; and

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PUBLISH

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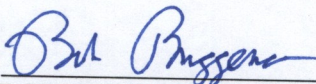
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PUBLISH

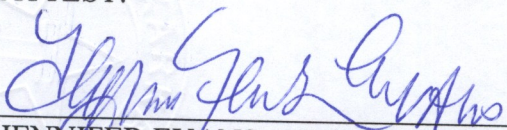
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FIRST READING APPROVED in Regular Council Session on **March 23, 2015**.

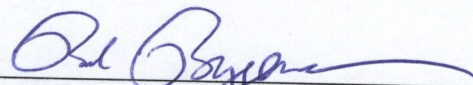

BOB BRUGGEMAN, MAYOR

ATTEST:

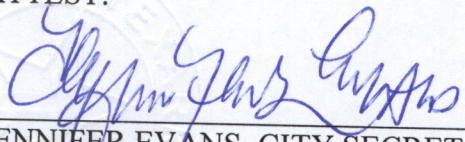

JENNIFER EVANS, CITY SECRETARY

7:14 p.m.

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


BOB BRUGGEMAN, MAYOR

ATTEST:

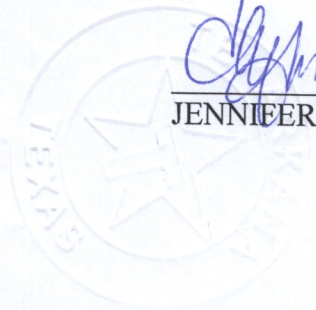
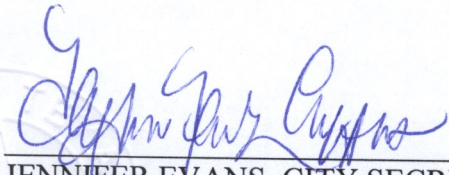

JENNIFER EVANS, CITY SECRETARY

7:14 p.m.

PUBLISH

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council, held on the **22nd day of June, 2015.**



JENNIFER EVANS, CITY SECRETARY

9:14 p.m.

City of Texarkana, Texas

Version: E

Update Date: 7/14/2015 9:54 AM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Kyle Dooley
Ordinance No. 2015-061 amending the budget estimates of the expenditures in the 2003, 2005, and 2009 Bond Funds for the fiscal year ending September 30, 2015 to include funding to complete TAMU East Approach Phase IV.

Subject: 2015 to include funding to complete TAMU East Approach Phase IV.

Briefing: 7/27/2015 **Public Hearing:** 7/13/2015 **Second Briefing:** July 27, 2015 **Council Vote:** 8/10/2015

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

The public hearing for this item was held at the council meeting on 7/13/15 and no one made any comment. Staff has not received any other questions about this item.

Executive Summary and Background Information:

In FY14, Council authorized the City Manager to enter into a contract to construct Phase IV TAMU East Approach. Later in FY14, Council approved budget amendments to the 2003, 2005, and 2009 Bond Funds to appropriate funding to complete the construction project. The budget estimates that were presented in FY14 assumed that most of the funds needed to construct the project would be spent in FY14, with a small portion of funding needed to complete the project in FY15. Due to weather and utility delays, these funds were not able to be spent before FY14 was complete. This construction project is scheduled to be completed before the end of FY15, but the majority of funds are needed this fiscal year as opposed to our assumption that they would have been spent in FY14. Staff is requesting the FY15 2003, 2005, and 2009 bond fund budget estimates be amended to cover these expected expenditures.

Potential Options:

- Approve budget amendment
- Do not approve budget amendment

Fiscal Implications:

2003 Bond Fund - Additional allocation of \$181,344.42
 2005 Bond Fund - Additional allocation of \$95,000.00
 2009 Bond Fund - Additional allocation of \$75,620.32

Funds are available in these bond funds to cover the requested budget amendment.

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. 2015-061 ORD Budget Amendment for 2003, 2005, and 2009 Bond Funds(DOC)
- b. Goals & Perspectives (DOCX)
- c. Budget Amendment Worksheet (PDF)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review
Completed	06/09/2015 10:58 AM	
Finance Department	Charlie Bassett	Review Completed 06/09/2015
5:24 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review Completed	06/10/2015 10:51 AM	
Public Information Officer	Lisa Thompson	PIO Review Completed
06/10/2015 11:00 AM		
City Manager	John Whitson	City Manager Review Completed 06/17/2015
7:57 AM		
City Council	Jennifer Evans	Meeting Completed 06/22/2015
6:00 PM		

Meeting History

ORDINANCE NO. 2015-061

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE BUDGET ESTIMATES OF THE EXPENDITURES IN THE 2003, 2005, AND 2009 BOND FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015 TO INCLUDE FUNDING TO COMPLETE TAMU EAST APPROACH PHASE IV; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Council approved Ordinance 2014-042, which authorized the City Manager to enter into a contract for the construction of TAMU East Approach Phase IV; and

WHEREAS City Council approved Ordinance 2014-096, which amended the FY14 2003, 2005, and 2009 Bond Funds to appropriate funds necessary to construct TAMU East Approach Phase IV; and

WHEREAS, project expenditures that were estimated to be made in FY14 were not able to be made and are now being realized in FY15;

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

SECTION 1: That appropriations from the unallocated funds in the 2003 Bond Fund, a total amount of ONE HUNDRED EIGHTY-ONE THOUSAND THREE HUNDRED FORTY-FOUR AND 42/100 DOLLARS (\$181,344.42) in FY15, being allocated to the overall expenditure line item total for TAMU East Approach Phase IV, is hereby amended and approved.

SECTION 2: That appropriations from the unallocated funds in the 2005 Bond Fund, a total amount of NINETY-FIVE THOUSAND AND NO/100 DOLLARS (\$95,000.00) in FY15, being allocated to the overall expenditure line item total for TAMU East Approach Phase IV, is hereby amended and approved.

SECTION 3: That appropriations from the unallocated funds in the 2009 Bond Fund, a total amount of SEVENTY-FIVE THOUSAND SIX HUNDRED TWENTY AND 32/100 DOLLARS (\$75,620.32) in FY15, being allocated to the overall expenditure line item total for TAMU East Approach Phase IV, is hereby amended and approved.

SECTION 4: That a copy of said amended final adopted budget shall be placed on the City's website.

SECTION 5: 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 6: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 7: This Ordinance shall be in full force and effect from and after its passage and approval, and after the adoption of this budget or budget amendment, budget officer shall provide for the filing of a true copy of the approved budget or amendment on the City's website.

PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

None Applicable

Public Information Plan:

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

Other:

Budget Amendment Worksheet

	Current FY 15 Budget	Requested Amendment	Proposed FY 15 Budget
2003 Bond Fund (415)			
57059 University Avenue Phase IV	\$500.00	\$181,344.42	\$181,844.42
2005 Bond Fund (417)			
57059 University Avenue Phase IV	\$1,000.00	\$95,000.00	\$96,000.00
2009 Bond Fund (420)			
57059 University Avenue Phase IV	\$1,756,706.75	\$75,620.32	\$1,832,327.07

City of Texarkana, Texas

Version: E

Update Date: 6/17/2015 7:58 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Shawna Watkins,
Ordinance No. 2015-062 rezoning a 1.965 acre tract (Tract 48) in the J.A. Talbot HRS, A-564, located at 5818 Richmond Road. Planned Development-Neighborhood Service to Planned Development-General Retail. Diane Jones, owner. Chad Raney, agent.

Subject: Public Hearing: 7/13/2015 **Second Briefing:** July 27, 2015 **Council Vote:** 8/10/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:****Executive Summary and Background Information:**

Z-15-8: This is a request by Diane Jones, owner, and Chad Raney agent, to rezone a 1.965 acre tract (Tract 48) in the J.A. Talbot HRS, A-564, located at 5818 Richmond Road from Planned Development-Neighborhood Service to Planned Development-General Retail. Prancing Paws Doggie Daycare located at 5820 Richmond Road is proposing to move next door to this new location. A vacant business (formerly Shear Country hair salon) was located on this property.

The adjacent zoning is Single Family-1 to the north, south and east and Planned Development-General Retail to the west. The adjacent land usage is residences to the north, south and east and Prancing Paws Doggie Daycare to the west.

The Comprehensive Plan has designated this as a Mixed Use Area.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request to Planned Development-General Retail with the following stipulations:

1. The existing building must meet commercial building code.
2. A circular driveway be allowed in front of the business. Adequate customer and employee parking must be provided based on occupancy load per building code. Parking surface, parking spaces (size and number) must meet building code.

City of Texarkana, Texas

3. Signage will be located on the existing walkway canopy/awning. No other type signage is allowed.
4. Hours of operation will be Monday through Friday - 7:00 a.m. to 6:30 p.m., Saturday -10:00 a.m. to 5:00 p.m. and Sunday 1:00 p.m. to 3:00 p.m.
5. Any lighting must be shielded from adjacent residential properties.
6. A 7 foot screening device is required along the north and east property lines where property abuts to residential zoning.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

Planning and Zoning Commission unanimously recommended for approval to Planned Development-General Retail with stipulations.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2015

Attachments

- a. 2015-062 ORD ATTCH 01 Goals & Perspectives (DOCX)
- b. 2015-062 ORD ATTCH 03 Rezoning 5818 Richmond (DOCX)
- c. 2015-062 ORD ATTCH 02 Maps (PDF)
- d. Exhibit "A" (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	06/10/2015 5:49 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	06/15/2015 4:06 PM
Public Information Officer	Lisa Thompson	PIO Review
	06/15/2015 8:22 PM	Completed
City Manager	John Whitson	City Manager Review
8:00 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		06/22/2015

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NA

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

ORDINANCE NO. 2015-062

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 1.965 ACRE TRACT OF LAND (TRACT 48) LOCATED IN THE J. A. TALBOT HRS, A-564, LOCATED AT 5818 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICE TO PLANNED DEVELOPMENT-GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a 1.965 acre tract of land (Tract 48) located in the J. A. Talbot HRS, A-564 (Exhibit "A"), located at 5818 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Planned Development-Neighborhood Service to 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 zoning classifications and changes, have given the requisite notices by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted six (6) to zero (0) to recommend the application for rezoning from Planned Development-Neighborhood Service to Planned Development-General Retail** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Planned Development-Neighborhood Service to Planned Development-General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone a 1.965 acre tract of land (tract 48) located in the J. A. Talbot HRS, A-564 (Exhibit "A"), located at 5818 Richmond in the City of Texarkana, Bowie County, Texas, from **Planned Development-Neighborhood Service to Planned Development- General Retail**.

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. The existing building must meet commercial building code.
2. A circular driveway will be allowed in front of the business. Adequate customer and employee parking must be provided based on occupancy load per building code. Parking surface, parking spaces (size and number) must meet building code.
3. Signage will be located on the existing walkway canopy/awning. No other type of signage is allowed.
4. Hours of operation will be Monday through Friday – 7:00 a.m. to 6:30 p.m., Saturday- 10:00 a.m. to 5:00 p.m. and Sunday - 1:00 p.m. to 3:00 p.m.
5. Any lighting must be shielded from adjacent residential properties.
6. A 7-foot screening device is required along the north and east property lines where property abuts to residential zoning.

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

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

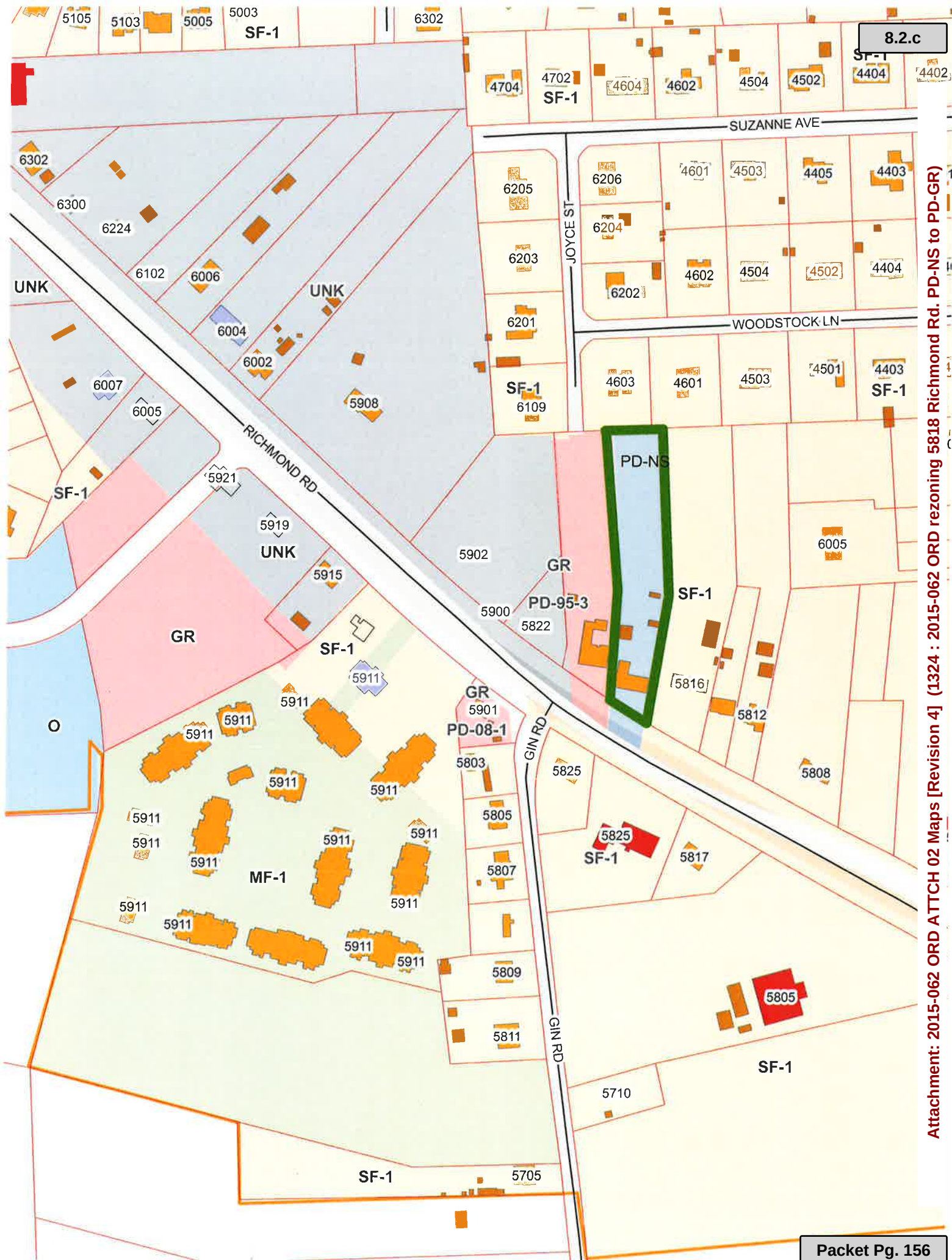
SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Attachment: 2015-062 ORD ATTCH 02 Maps [Revision 4] (1324 : 2015-062 ORD rezoning 5818 Richmond Rd. PD-NS to PD-GR)

EXHIBIT "A"

All that certain tract or parcel of land situated in the **J. A. TALBOT HEADRIGHT SURVEY**, Abstract Number 564, Bowie County, Texas, and being a part of that certain 9.85 acre tract of land conveyed by Robert Cecil McGraw, et al, to P. M. Brown Realtors, Inc. by that certain Deed dated June 15, 1961, recorded in Volume 398, Page 338, Deed Records, Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron pin for corner set at a fence corner, said point being N 88 deg. 59' W, 300.00 feet from the Northeast corner of said 9.85 acre tract;
THENCE: N 88 deg. 59' W, 136.58 feet with the North boundary line of said 9.85 acre tract and an existing fence to a ½" iron pin for corner set at a fence corner;
THENCE: S 00 deg. 31' E, 382.16 feet to a one inch iron pipe for corner set in an existing fence line;
THENCE: S 06 deg. 58' W, 341.47 feet to a 3/8" iron pin for corner, said point being 27.00 feet at a right angle from the approximate centerline of Richmond Road (F. M. Road No. 559);
THENCE: Southeasterly with a curve to the left, the chord being S 54 deg. 20' E, 100.00 feet to a 1¼" pipe for corner, said point being 25.2 feet from the approximate centerline of said road;
THENCE: N 12 deg. 40' E, 397.31 feet to a ½" iron pin at an angle point in an existing fence line;

THENCE: N 00 Deg. 47' E, 389.55 feet with an existing fence line to the Point of Beginning and containing 2.10 acres of land, more or less.

Save and Except any rights that may be vested in the right-of-way of Richmond Road, F. M. 559.

Attachment: Exhibit "A" (1324 : 2015-062 ORD rezoning 5818 Richmond Rd. PD-NS to PD-GR)

City of Texarkana, Texas

Version: C

Update Date: 6/17/2015 8:01 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Shawna Watkins
Subject: Ordinance No. 2015-064 rezoning Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard. Planned Development-Office to Planned Development-General Retail. Kyle Barrett, applicant. Chad Raney, agent.
Briefing: 7/13/2015 **Public Hearing:** 7/13/2015 **Second Briefing:** July 27, 2015 **Council Vote:** 8/10/2015

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:****Executive Summary and Background Information:**

Z-15-9: This is a request by Kyle Barrett, owner, and Chad Raney, agent, to rezone Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard from Planned Development-Office to Planned Development-General Retail. This is the former location of Sticks and Stones Florist shop that burned several months ago and has since been demolished. Amanda Horton who owns Flour Child Fine Foods is proposing to construct a new restaurant with a drive-thru at this location.

The adjacent zoning is Planned Development-Office to the north, south and east and Single Family-2 to the west. The adjacent land usage is an insurance office to the south and residences to the north, east and west.

The Comprehensive Plan has designated this as a Retail area.

The applicant should be aware that since this property is located in a Planned Development District, site approval process will be required.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

The use and zoning is consistent with uses and zoning to the south of this property. Most of the properties along Texas Boulevard from West 36th to West 40th Street are zoned Planned Development-Office. Staff agrees this use is a good fit for the area and the lot should be large enough to accommodate a restaurant. Therefore, staff recommends for approval of the request to Planned Development-General Retail.

Advisory Board/Committee Review:

City of Texarkana, Texas

Planning and Zoning Commission

Board/Committee Recommendation:

Planning and Zoning Commission unanimously recommended for approval to Planned Development-General Retail.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2015

Attachments

- a. 2015-064 ATTCH 01Goals & Perspectives (DOCX)
- b. 2015-064 ORD ATTCH 02 Rezoning 3603 Texas Blvd (DOCX)
- c. 2015-064 ORD ATTCH 03 Maps (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	06/10/2015 5:48 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review	Completed	06/11/2015 2:11 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	06/11/2015 2:28 PM		
City Manager	John Whitson	City Manager Review	Completed 06/17/2015
8:02 AM			
City Council	Jennifer Evans	Meeting	Completed 06/22/2015
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NA

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

ORDINANCE NO. 2015- 064

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOT 6, BLOCK 3, J.T. SPEARS ADDITION, LOCATED AT 3603 TEXAS BOULEVARD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM PLANNED DEVELOPMENT-OFFICE TO PLANNED DEVELOPMENT-GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard in the City of Texarkana, Bowie County, Texas, from **Planned Development-Office to 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 zoning classifications and changes, have given the requisite notices by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted six (6) to zero (0) to recommend the application for rezoning from Planned Development-Office to Planned Development-General Retail** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Planned Development-Office to Planned Development-General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 6, Block 3, J.T. Spears Addition, located at 3603 Texas Boulevard in the City of Texarkana, Bowie County, Texas, from **Planned Development-Office to Planned Development- General Retail**.

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

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

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

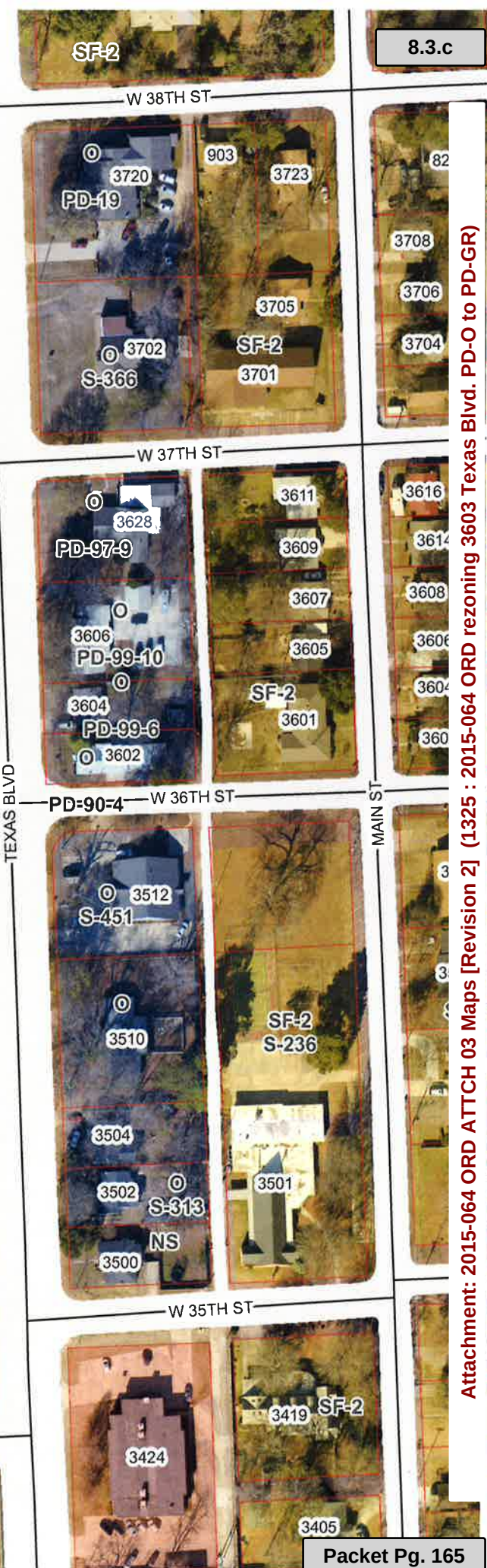
PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Packet Pg. 164



8.3.c

Attachment: 2015-064 ORD ATTCH 03 Maps [Revision 2] (1325 : 2015-064 ORD rezoning 3603 Texas Blvd. PD-O to PD-GR)

City of Texarkana, Texas

Version: B

Update Date: 6/17/2015 8:09 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2015-065 amending PD-05-5(O) for site plan approval to allow a
Free-standing Emergency Center on Lot 1, Texas Bank and Trust Subdivision,
located at 4646 Cowhorn Creek Road. Matt Young, applicant. Kayla Wood,
Subject: MTG Engineering, agent.

Briefing: 7/13/2015 **Public Hearing:** 7/13/2015 **Second Briefing:** July 27, 2015 **Council Vote:** 8/10/2015

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

Amendment to PD-05-5(O): This is a request by Matt Young, Texarkana Emergency Center, owner and Kayla Wood, MTG Engineering, agent, for site plan approval on Lot 1, Texas Bank and Trust Subdivision, located at 4646 Cowhorn Creek Road. The proposed use of the property is a 24 hour free-standing emergency center. The existing use is a vacant bank building (formerly Texas Bank and Trust).

The adjacent zoning is Agriculture, Commercial to the south and east and PD-General Retail to the west. The adjacent land usage is vacant land to the north, Texarkana Convention Center and Hilton Garden Inn to the south and east, and a hotel to the west.

The applicant has submitted a site plan. The existing 9,680 square foot bank building will be utilized with the following modifications. See attached floor plan and elevations. The interior of the building will be remodeled for the medical facility.

1. Add circular drive and canopy for drop-off at front of the building.
2. The canopy and attached covered parking at the rear of the building will become drive-thru for ambulances and covered parking for employees.
3. Remove existing canopy at northeastern side of building.
4. Add three parking spaces (68 spaces provided with 4 handicap spaces).
5. A new CEVMS (electronic messaging signage) is proposed at front of building that will replace the original monument bank signage. Bank sign has been removed from property. Proposed internally lighted double-faced sign will be 82 overall square feet with 42 square feet (4' 1" x 10' 3" in top cabinet) and 40 square feet (4' x 10" in display area for electronic message center). Overall sign height from the ground will be 11' 8".
6. A sign is proposed at the entrance of the building on the eave of the drive-thru canopy.
7. A 6' 6" double faced cross logo is proposed on roof.

City of Texarkana, Texas

8. Two signs stating “ambulance only” will be placed on canopy at the rear of the building.
9. Three signs stating “24/7 Emergency” will be placed on the canopy for drop-offs at the front of the building.
10. Two directional signs will be placed at each entrance/exit.
11. Existing landscaping will remain.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of the site plan.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission had a discussion about the requested CVEMS (electronic messaging) portion of the sign. The Commission indicated that they do not want electronic messaging signage in this area.

The applicant agreed to amend the application to exclude the electronic messaging portion of the sign. The applicant also asked to amend the site plan to include a pad for a generator which would delete three parking spaces but would still meet parking requirements for the facility.

The Planning and Zoning Commission made a motion to approve the site plan with the following stipulations:

1. Add a circular drive and canopy for drop-off at front of building.
2. The canopy and attached covered parking at the rear of the building will become drive-thru for ambulances and covered parking for employees.
3. Remove existing canopy at northeastern side of building.
4. Install a concrete pad for generator.
5. Install a new internally lighted monument style sign at the front of the building. Sign will be 82 overall square feet in size with an overall height not to exceed 11' 8". (No CEVMS allowed)
6. Install a sign at the entrance of the building on the eve of the drive-thru canopy.
7. Install an internally lighted 6' 6" double faced cross logo on roof of building.

City of Texarkana, Texas

8. Install three internally lighted signs stating “24/7 Emergency” on the canopy for drop-offs at the front of the building.
9. Install two internally lighted signs stating “ambulance only” on canopy at the rear of the building.
10. Install two internally lighted directional signs at each entrance/exit.

Advisory Board/Committee Meeting Date and Minutes:

June 1, 2015

Attachments

- a. 2015-065 ORD ATTCH 01 Goals & Perspectives (DOCX)
- b. 2015-065 ORD ATTCH 02 Site Plan Approval 4646 Cowhorn Creek (DOCX)
- c. 2015-065 ORD ATTCH 03 Exh “A” - site plan (PDF)
- d. 2015-065 ORD ATTCH 04 Exh “B” - site plan overlaid onto aerial (PDF)
- e. 2015-065 ORD ATTCH 05 Exh “C” - signage locations (PDF)
- f. 2015-065 ORD ATTCH 06 Maps (PDF)
- g. 2015-065 ORD ATTCH 07 Building elevations (PDF)
- h. 2015-065 ORD ATTCH 08 Floor plan (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	06/10/2015 5:46 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review	Completed	06/11/2015 2:17 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	06/11/2015 2:30 PM		
City Manager	John Whitson	City Manager Review	Completed 06/17/2015
8:32 AM			
City Council	Jennifer Evans	Meeting	Completed 06/22/2015
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

None

Resource Impact:

NA

Select One By Clicking Here

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

ORDINANCE NO. 2015-065

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-05-5(O) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF A FREE-STANDING EMERGENCY CENTER ON LOT 1, TEXAS BANK AND TRUST SUBDIVISION, LOCATED AT 4646 COWHORN CREEK 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 (Exhibits “A”, “B” and “C”) to allow the location of a free-standing emergency center** on Lot 1, Texas Bank and Trust Subdivision, located at 4646 Cowhorn Creek Road, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of six (6) to zero (0) to recommend approval of the petition for the request for the site plan to allow the location of a free-standing emergency center (Exhibits “A”, “B” and “C”) to the City Council of Texarkana, Texas; and**

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

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

SECTION 1: That the site plans (**Exhibits “A”, “B” and “C”) submitted to allow a free-standing emergency center on Lot 1, Texas Bank and Trust Subdivision, located at 4646 Cowhorn Creek Road in the City of Texarkana, Bowie County, Texas, be and is hereby approved and hereby amends PD-05-5 (O).**

SECTION 2: The existing 9,680 square foot building will be utilized with the following modifications. The interior will be remodeled for the medical facility. See attached exhibits for more detailed information.

1. Add a circular drive and canopy for drop-off at front of building.
2. The canopy and attached covered parking at the rear of the building will become drive-thru for ambulances and covered parking for employees.
3. Remove existing canopy at northeastern side of building.
4. Install a concrete pad for generator.
5. Install a new internally lighted monument style sign at the front of the building. Sign will be 82 overall square feet in size with an overall height not to exceed 11' 8". (No CEVMS allowed)
6. Install a sign at the entrance of the building on the eve of the drive-thru canopy.
7. Install an internally lighted 6' 6" double faced cross logo on roof of building.
8. Install three internally lighted signs stating "24/7 Emergency" on the canopy for drop-offs at the front of the building.
9. Install two internally lighted signs stating "ambulance only" on canopy at the rear of the building.
10. Install two internally lighted directional signs at each entrance/exit.

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

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

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

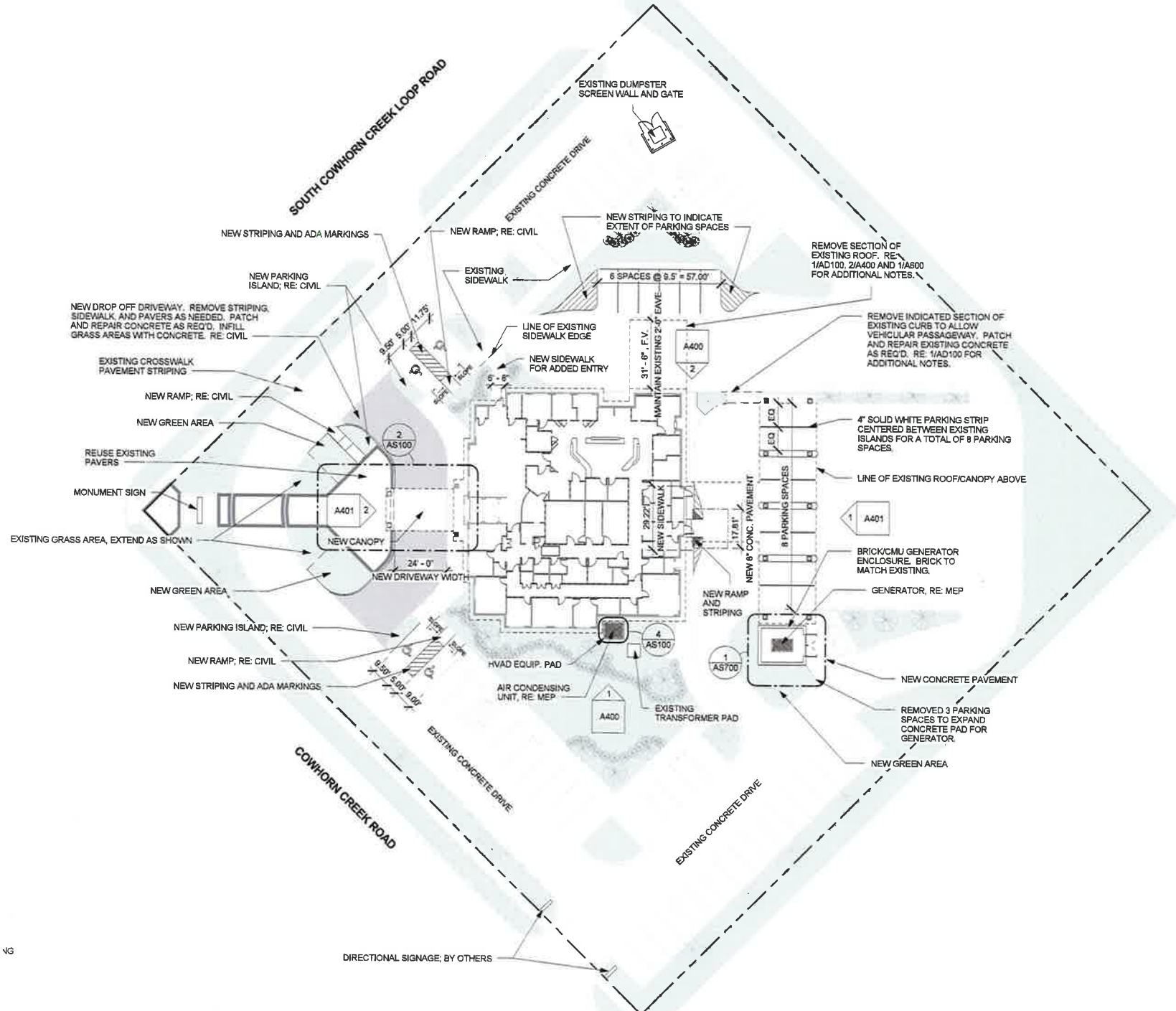
PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"



VG

DIRECTIONAL SIGNAGE: BY OTHERS

EXHIBIT "B"

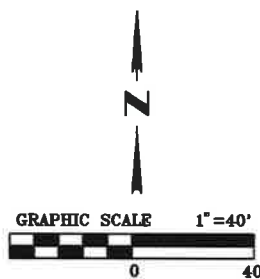
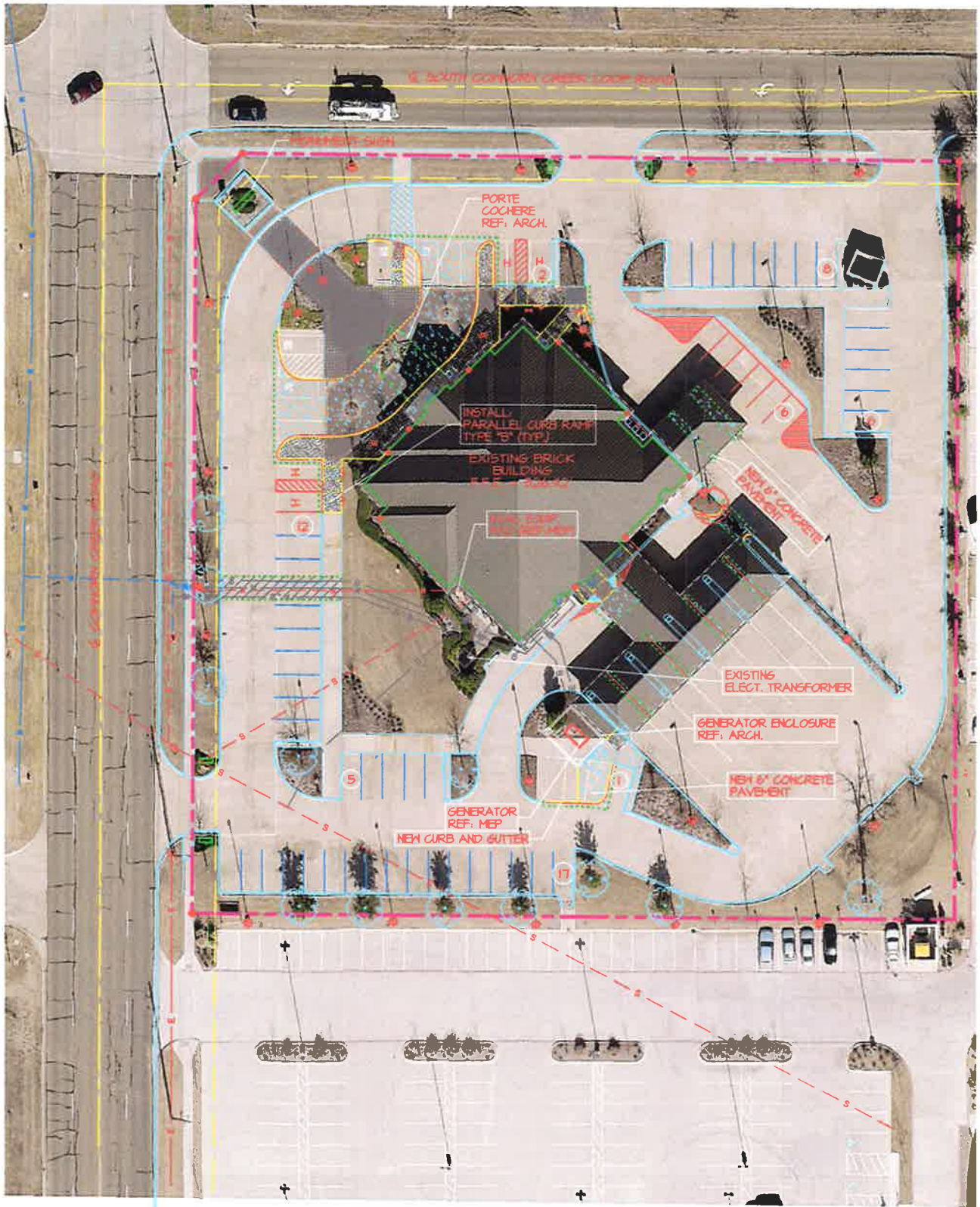


EXHIBIT "C"

DOUBLE-FACE
ILLUMINATED MONUMENT SIGN

ONE (1) DOUBLE-FACE LOGO
DIRECTION TO BE DETERMINED

AMBULANCE ONLY
TWO (2) SIGNS

CANOPY CHANNEL LETTERS
THREE (3) SIDES



3502 New Boston Road
Texarkana, Texas 75501
903-838-8999
Fax 903-831-5042
www.hightechsign.com

CFL Companies
Consulting Engineers

24080 Hwy 59 N, Suite 175
Kingwood, TX 77339
Tel: 281-358-6964
Fax: 281-358-6965

Kaim Associates, Inc.
Architecture • Project Management

Golden Triangle Emergency Center, LLC
**Texarkana Freestanding
Emergency Center**
Texarkana, Texas

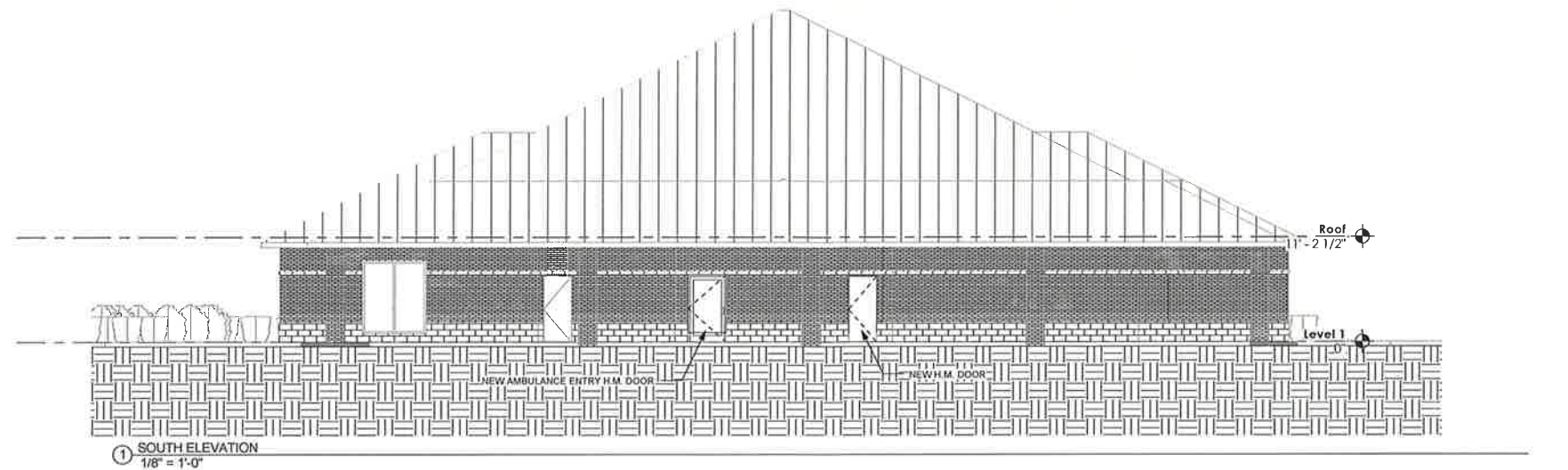
KAI Project No : 3506

Architect	Nancy Kaim TEAE 5277 These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.		
Engineer			
Checker	05/08/15	05/08/15	
Sheet	AS100	Sheet Name	ARCHITECTURAL SITE PLAN

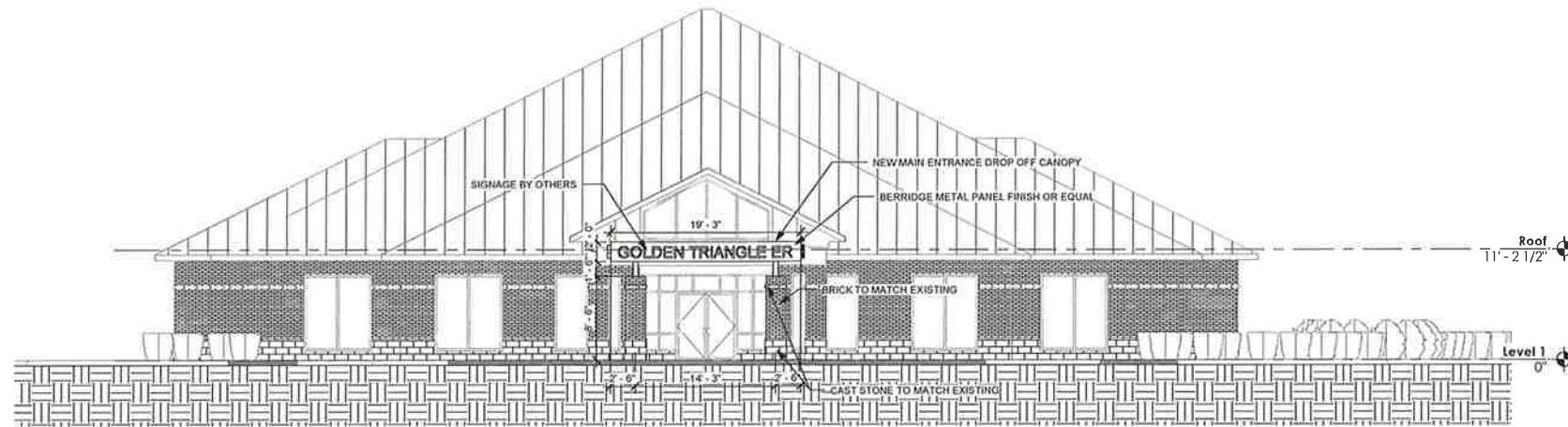




Attachment: 2015-065 ORD ATTCH 06 Maps [Revision 2] (1330 : 2015-065 ORD Site Plan approval 4646 Cowhorn Creek Rd.)



① SOUTH ELEVATION
1/8" = 1'-0"



② NORTH ELEVATION
1/8" = 1'-0"

Golden Triangle Emergency Center, LLC

**Texarkana Freestanding
Emergency Center**

Texarkana, Texas

KAI Project No.: 3506

Architect	Namer Kaim TBAE 8272 These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.	
Engineer		
Sheet A401	Date	Description
	05/08/15	DD Issue
Sheet Name EXTERIOR ELEVATIONS		

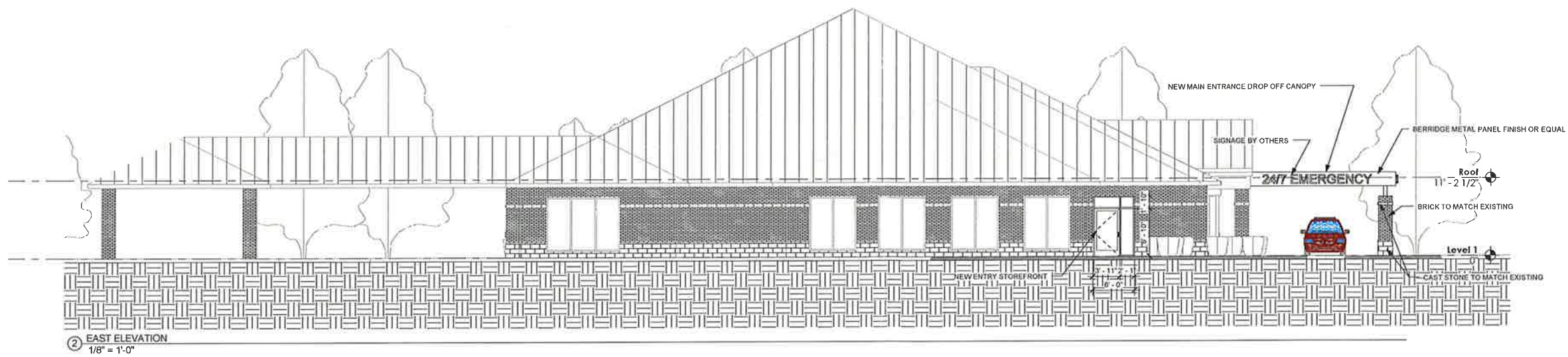
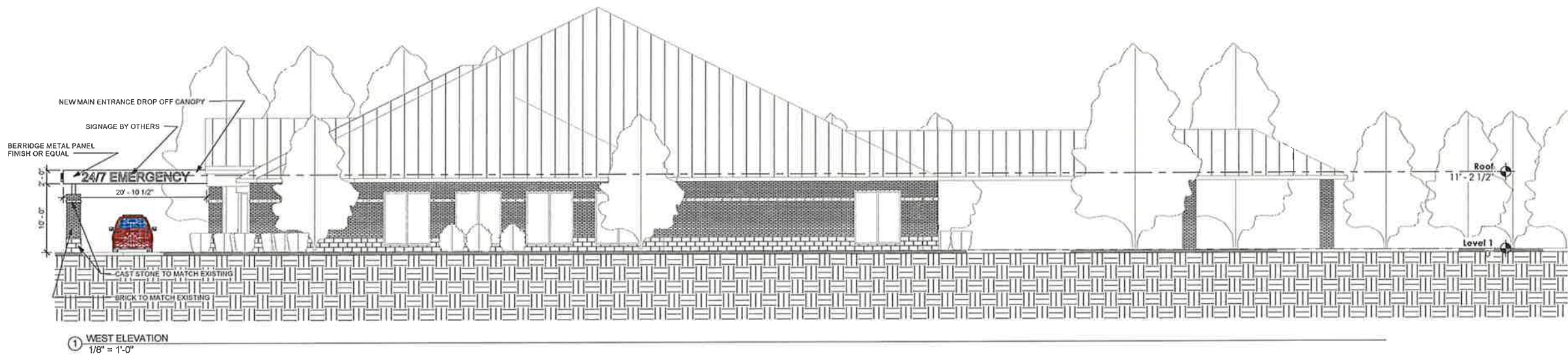


CFI Companies
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Tel: 281/358-0964
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Kaim Associates, Inc.
Architecture • Project Management

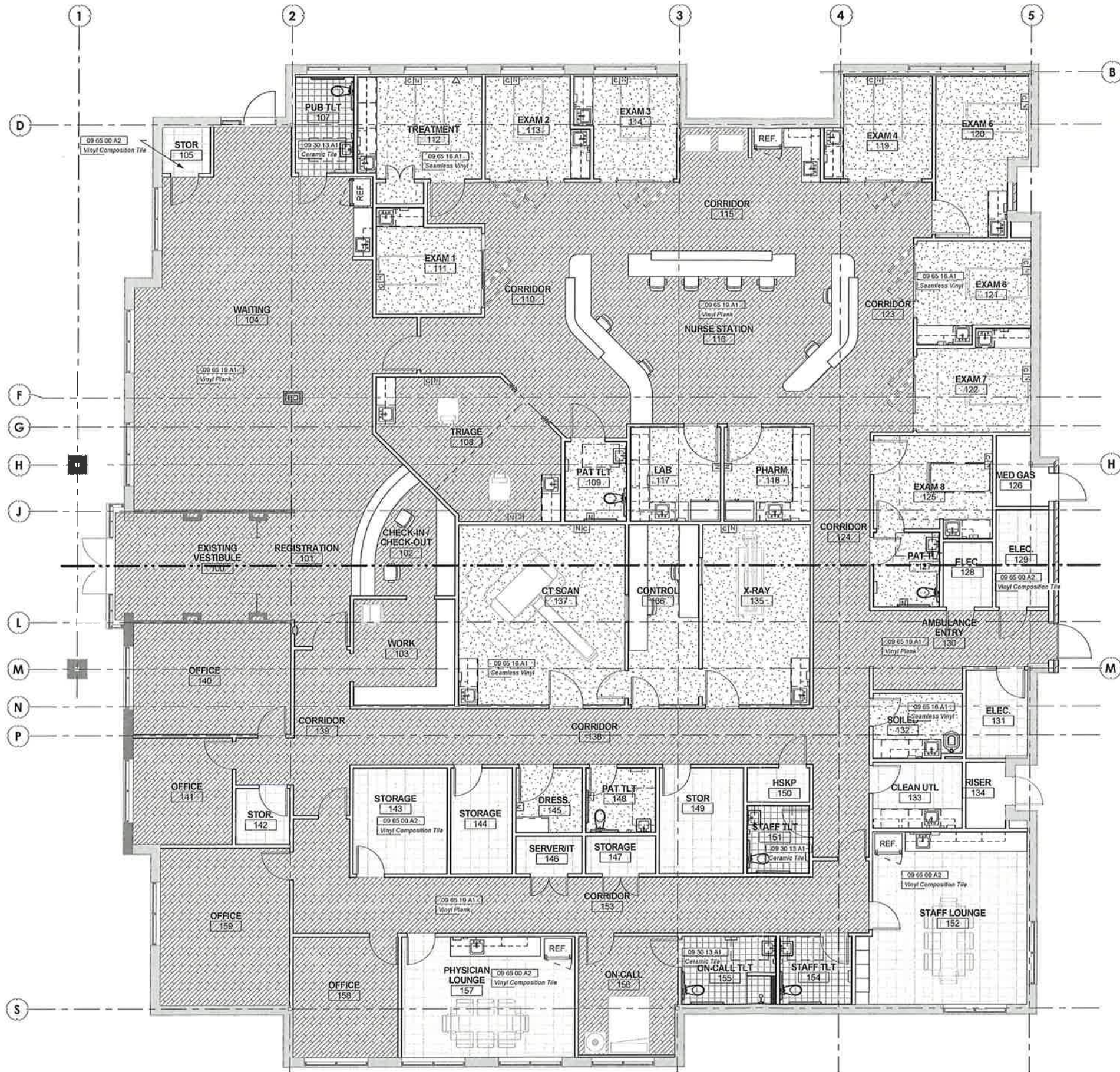
Golden Triangle Emergency Center, LLC

**Texarkana Freestanding
Emergency Center**

Texarkana, Texas

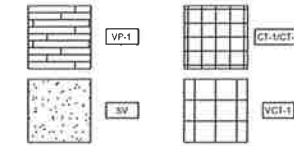
KAI Project No.: 3506

Architect	Namer Kaim TBAE \$277 These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.	
Engineer		
Date	Nr.	Description
05/08/15		DD Issue
Sheet	Sheet Name A400 EXTERIOR ELEVATIONS	



1 FINISH FLOOR PLAN
3/16" = 1'-0"

FLOOR FINISH LEGEND



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Texarkana Freestanding
Emergency Center

Texarkana, Texas

KAI Project No.: 3506

Architect	Namer Kaim TBAE 3277 These drawings and specifications are incomplete and may not be used for regulatory approval, permit, or construction.		
Engineer			
Date	Nr.	Description	
05/08/15		DD Issue	
Sheet	Sheet Name FINISH FLOOR PLAN		
A1110			

City of Texarkana, Texas

Version: C

Update Date: 6/17/2015 8:08 AM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Kyle Dooley,
Subject: Resolution No. 2015-066 naming the new street, constructed between
Summerhill Road and Mall Drive, as Summer Ridge Drive.

Public	Second	Council
Briefing: <u>7/13/2015</u>	Hearing: <u>7/13/2015</u>	Briefing: <u>July 27, 2015</u>
		Vote: <u>8/10/2015</u>

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

NOT APPLICABLE

Executive Summary and Background Information:

The street construction project between Summerhill Road and Mall Drive is getting close to completion. The new street has not yet been named. Staff has worked with MTG Engineers, the engineer for the construction project, to get input from the property owners on possible street names. Staff reviewed the possible names and staff's consensus was Summer Ridge Drive. We then sent an email through MTG out to the property owners letting them know that Summer Ridge Drive seemed to be the consensus and again asked for input. To date, all feedback from the property owners has been positive for this proposed street name.

Potential Options:

- Approve Summer Ridge Drive as new street name
- Choose another name for the new street.

Fiscal Implications:

Minimal cost for street signs.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. 2015-066 RES ATTCH No. 1 Goals and Perspectives (DOCX)
- b. 2015-066 RES ATTCH No. 2 Proposed Summer Ridge Drive Map (PDF)
- c. 2015-066 RES Naming new backage road (DOC)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review	
Completed	06/10/2015 9:15 AM		
Planning and Community Development	David Orr	Review	Completed
06/10/2015 5:48 PM			
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review	Completed	06/11/2015 2:13 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
06/11/2015 2:29 PM			
City Manager	John Whitson	City Manager Review	Completed 06/17/2015
8:08 AM			
City Council	Jennifer Evans	Meeting	Completed 06/22/2015
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Proposed Summer Ridge Drive

8.5.b



Attachment: 2015-066 RES ATTCH No. 2 Proposed Summer Ridge Drive Map [Revision 2] (1327 : 2015-066

RESOLUTION NO. 2015-066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, NAMING THE NEW STREET, CONSTRUCTED BETWEEN SUMMERHILL ROAD AND MALL DRIVE, AS SUMMER RIDGE DRIVE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the construction of the new backage road, located between Summerhill Road and Mall Drive, is nearing completion; and

WHEREAS, it is necessary to name the new street that was constructed for access to the surrounding property;

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

SECTION 1: That the City Council approves “Summer Ridge Drive” as the name of the new street that was constructed for access to the surrounding property between Summerhill Road and Mall Drive.

SECTION 2: That this street naming shall not become effective until thirty (30) days after the date of passage of this Resolution, so as to provide sufficient time for street sign changes, postal service adjustments, and business and personal address changes to be implemented by those affected by the change.

PASSED AND APPROVED in Regular Council Session on this the **10th day of August, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Version: C

Update Date: 6/16/2015 10:35 AM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Subject: Resolution No. 2015-068 approving the proposed allocation plan for the City's
Hotel Occupancy Tax Fund for the fiscal year ending September 30, 2016.
Public **Second** **Council**
Briefing: 7/13/2015 **Hearing:** 6/22/2015 **Briefing:** July 13, 2015 **Vote:** 7/13/2015

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Budget projections for the Hotel Occupancy Tax Fund for fiscal year ending September 30, 2016 indicate a negative fund balance of approximately \$220,000, due to flat revenue projections, combined with recipient funding requests and projected expenditures needed to support the convention center that exceed projected revenue. Staff has proposed two workout plans which are attached as "Exhibit A".

Potential Options:

- Accept one or both of the presented workout plans.
- Reject presented plans and provide other options

Fiscal Implications:

See Exhibit A

Staff Recommendation:

Prepare a venue tax proposal as a ballot item for the November, 2015 city election.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2015-068 RES Allocation Plan for Hotel Occupancy Tax Fund (DOC)
- 2015-068 RES Goals & Perspectives (DOCX)

City of Texarkana, Texas

- c. 2015-068 RES ATTH 01 Exh 'A' Allocation Options (PDF)
- d. 2015-068 RES ATTH 02 Hotel Occupancy Tax Historical Revenue (PDF)
- e. 2015-068 RES ATTH 03 Quarterly Hotel Receipts FY 2006 to Present (PDF)
- f. 2015-068 RES ATTH 04 Hotel Occupancy Tax Fund Reduction By Organization FY 7-2016 (PDF)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed	
	06/12/2015 1:54 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	06/12/2015
	1:55 PM			
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	06/15/2015 4:03 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	06/17/2015 8:48 AM			
Planning and Community Development		David Orr	Review	Completed
	06/17/2015 9:32 AM			
City Manager	John Whitson	City Manager Review	Completed	06/17/2015
	1:21 PM			
City Council	Jennifer Evans	Meeting	Completed	06/22/2015
	6:00 PM			

Meeting History

RESOLUTION NO. 2015 - 068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AN ALLOCATION PLAN FOR FUNDS PROJECTED TO BE AVAILABLE IN THE HOTEL OCCUPANCY TAX FUND FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2016; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, limited funds are projected to be available in the City's Hotel Occupancy Tax Fund for the fiscal year ending September 30, 2016; and

WHEREAS, requests for the use of such funds are projected to be in excess of the anticipated funds available.

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

SECTION 1: That the allocation plan attached as "Exhibit A" is hereby accepted and approved for the fiscal year ending September 30, 2016.

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

Allocation plan requires a reduction in contributions to all recipients, unless additional proposed revenue source is utilized.

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:

212 Hotel Occupancy Tax Fund

		<u>Actual 13-14</u>	<u>Adopted 14-15</u>	<u>Revised 14-15</u>	<u>Proposed 15-16</u>	<u>Option 1</u>	<u>Option 2</u>
	Fund Balance						
30000	Fund Balance	213,628	55,977	135,305	(4,696)	(4,696)	(4,696)
30012	Resv - Convention Ctr	-	-	-	-	-	-
	Fund Balance	213,628	55,977	135,305	(4,696)	(4,696)	(4,696)
	Income						
40001	Contribution From State	-	-	-	-	-	-
40031	Contribute From Others	-	-	10,525	10,525	10,525	10,525
40050	Trf From General Fund	-	85,327	85,327	-	-	-
40091	Trf Fr Hotel Motel	-	-	-	-	-	-
41000	Interest Revenue	1,781	751	550	500	500	500
41002	Dividend Revenue	-	-	-	-	-	-
46084	Sale Of Surplus Propert	-	-	-	-	-	-
46092	Cash Short/Overages	-	-	-	-	-	-
46237	Convention Ctr.Revenue	312,506	348,000	313,000	313,000	313,000	313,000
46238	Hotel/Motel Taxes	781,320	870,000	781,000	781,000	781,000	781,000
xxxxx	Venue Tax Revenue						234,750
	Income	1,095,607	1,304,078	1,190,402	1,105,025	1,105,025	1,339,775
	Expenditures						
50009	Trf To General Fund	80,250	80,250	80,250	-	-	-
50033	Trf To Theatre Fund	268,400	268,400	268,400	272,397	272,397	272,397
50052	Trf To I & S	400,000	493,808	493,808	562,831	562,831	562,831
50054	Trf To Conv Ctr	-	-	-	-	-	-
50064	Trf to Conv Ctr Bond	(28)	-	-	-	-	-
51101	Supervision	51,704	52,800	52,800	52,800	11,941	52,800
51103	Maintenance Operations	40,080	41,184	41,184	41,184	9,314	41,184
53301	Buildings	34,437	44,000	44,000	44,000	9,950	44,000
54502	Rental	-	-	-	-	-	-
54504	Special Services	11,350	15,000	15,000	15,000	3,392	15,000
54518	Conv Ctr Management	194,734	235,000	200,000	200,000	200,000	200,000
54520	Miscellaneous Expense	-	-	-	-	-	-
54523	Bank Service Charges	-	75	75	-	-	-
54525	Advertising	87,384	116,160	116,160	116,160	26,269	116,160

212 Hotel Occupancy Tax Fund

		<u>Actual 13-14</u>	<u>Adopted 14-15</u>	<u>Revised 14-15</u>	<u>Proposed 15-16</u>
54541	Administrative Fees	(375)	-	-	-
54648	Downtown Enhancement	-	-	-	-
54650	Chamber of Commerce	-	-	-	-
54651	T.R.A.H.C.	-	-	-	-
54652	Historical Museum	-	-	-	-
54654	Four States Fair	-	-	-	-
54667	Leadership Texarkana	-	-	-	-
54673	TC Rising Star Open	-	-	-	-
54675	Sports Promotion	-	-	-	-
54678	Txk Symphony Orchestra	-	-	-	-
54680	Convention Ctr Promotio	-	-	-	-
54681	Arts & Historic District	5,995	13,377	18,726	18,726
55801	Building & Facilities	-	-	-	-
57039	Conv Ctr Construction	-	-	-	-
	Expenditures	1,173,931	1,360,054	1,330,403	1,323,098
	Fund Balance	135,304	1	(4,696)	(222,769)

77.4% Reduction

<u>Option 1</u>	
	4,235
	1,100,325
	-

Venue Tax

<u>Option 2</u>	
	-
	-
	-
	-
	-
	-
	-
	-
	-
	-
	18,726
	1,323,098
	11,981

Hotel/Motel Funding History

	<u>2008</u>	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015 Est</u>
Revenue								
Interest	22,768.82	14,296.20	5,573.89	4,502.14	5,039.41	1,250.95	1,781.27	500.00
Dividend		550.15	1.43					
Taxes - Convention Center	275,935.35	404,310.97	343,745.38	342,557.60	345,854.77	449,116.34	312,506.30	313,000.00
Taxes - Hotel Motel	571,161.97	680,837.65	859,423.60	856,453.58	841,248.91	769,405.89	781,320.44	781,000.00
Transfer From General Fund						364,240.00		
Sale of Surplus Property				780,731.29				
Contribution From State	325,967.40	29,931.74						
Penalty & Interest	2,412.64							
Revenue Total	1,198,246.18	1,129,926.71	1,208,744.30	1,984,244.61	1,192,143.09	1,584,013.18	1,095,608.01	1,094,500.00
Taxes - Convention Center	275,935.35	404,310.97	343,745.38	342,557.60	345,854.77	449,116.34	312,506.30	313,000.00
Taxes - Hotel Motel	571,161.97	680,837.65	859,423.60	856,453.58	841,248.91	769,405.89	781,320.44	781,000.00
Hotel & Conv Ctr Revenue Only	847,097.32	1,085,148.62	1,203,168.98	1,199,011.18	1,187,103.68	1,218,522.23	1,093,826.74	1,094,000.00
		28.10%	10.88%	-0.35%	-0.99%	2.65%	-10.23%	0.02%

Quarterly Hotel Receipts for Texarkana

Information from State of Texas website

City Council approved a rate increase to 7% on September 13, 2004

	Qtr	Yr	Taxable Receipts Per State Website	7% of Taxable Receipts	\$ Change From Prior Year	% Change From Prior Year
Fiscal Year 2006	4	2005	3,091,871.29	216,430.99		
	1	2006	2,986,853.22	209,079.73		
	2	2006	3,538,641.52	247,704.91		
	3	2006	3,588,171.83	251,172.03		
			<u>13,205,537.86</u>	<u>924,387.65</u>		
Fiscal Year 2007	4	2006	3,292,733.90	230,491.37		
	1	2007	2,981,266.40	208,688.65		
	2	2007	3,349,032.60	234,432.28		
	3	2007	3,528,134.41	246,969.41		
			<u>13,151,167.31</u>	<u>920,581.71</u>	(3,805.94)	-0.41%
Fiscal Year 2008	4	2007	3,186,574.78	223,060.23		
	1	2008	3,238,175.89	226,672.31		
	2	2008	3,962,914.02	277,403.98		
	3	2008	4,543,687.36	318,058.12		
			<u>14,931,352.05</u>	<u>1,045,194.64</u>	124,612.93	13.54%
Fiscal Year 2009	4	2008	3,698,627.94	258,903.96		
	1	2009	3,708,535.40	259,597.48		
	2	2009	4,051,851.38	283,629.60		
	3	2009	4,245,216.02	297,165.12		
			<u>15,704,230.74</u>	<u>1,099,296.15</u>	54,101.51	5.18%
Fiscal Year 2010	4	2009	3,862,104.95	270,347.35		
	1	2010	3,893,391.28	272,537.39		
	2	2010	4,433,754.39	310,362.81		
	3	2010	4,464,537.67	312,517.64		
			<u>16,653,788.29</u>	<u>1,165,765.18</u>	66,469.03	6.05%
Fiscal Year 2011	4	2010	3,927,047.15	274,893.30		
	1	2011	3,806,572.84	266,460.10		
	2	2011	4,464,228.15	312,495.97		
	3	2011	4,617,870.94	323,250.97		
			<u>16,815,719.08</u>	<u>1,177,100.34</u>	11,335.16	0.97%
Fiscal Year 2012	4	2011	4,017,080.26	281,195.62		
	1	2012	3,870,413.06	270,928.91		
	2	2012	4,316,926.39	302,184.85		
	3	2012	4,398,354.10	307,884.79		
			<u>16,602,773.81</u>	<u>1,162,194.17</u>	(14,906.17)	-1.27%
Fiscal Year 2013	4	2012	4,081,457.68	285,702.04		
	1	2013	3,875,938.13	271,315.67		
	2	2013	4,659,037.80	326,132.65		
	3	2013	4,127,940.64	288,955.84		
			<u>16,744,374.25</u>	<u>1,172,106.20</u>	9,912.03	0.85%
Fiscal Year 2014	4	2013	3,745,933.55	262,215.35		
	1	2014	3,490,466.41	244,332.65		
	2	2014	3,927,568.78	274,929.81		
	3	2014	4,157,196.66	291,003.77		
			<u>15,321,165.40</u>	<u>1,072,481.58</u>	(99,624.62)	-8.50%
Fiscal Year 2015	4	2014	3,814,753.43	267,032.74		
	1	2015	3,932,416.14	275,269.13		
			<u>7,747,169.57</u>	<u>542,301.87</u>		

Hotel Occupancy Tax Fund
Proposed Reduction By Organization
FYE 9/30/16

	Adopted 12-13	Adopted 13-14	Adopted 14-15	Option 1 Proposed 15-16	Option 2 Proposed 15-16
Main Street	30,000	26,400	25,080	5,672	25,080
Museum	129,000	113,520	107,844	24,389	107,844
TRAHC	80,000	70,400	66,880	15,125	66,880
Symphony	35,000	30,800	29,260	6,617	29,260
Chamber	30,000	26,400	25,080	5,672	25,080
	304,000	267,520	254,144	57,474	254,144
	A		B	C	D

- A 12% Reduction From FY 13 Funding
 B 100% of Funding From FY 14 with an agreement to contribute 5% to Arts & Historic District
 C 77.4% Reduction From FY 15
 D 100% of FY 15 Funding with implementation of a venue tax

City of Texarkana, Texas

Version: C

Update Date: 7/9/2015 10:57 AM

Briefing Sheet

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

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

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

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

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

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

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

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

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval to Planned Development-Neighborhood Service. The applicant agreed to amend the application to include the Planned Development designation.

Advisory Board/Committee Meeting Date and Minutes:

May 4, 2015

Attachments

- a. 2015-051 ORD Rezoning 3608 Jones St SF3 to PDNS (DOCX)
- b. 2015-051 Goals & Perspectives (DOCX)
- c. 2015-051 ORD ATTH 01 Maps (PDF)

Staff Coordination

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

Meeting History

05/26/15	City Council	MOVED FORWARD	Next: 06/08/15
06/08/15	City Council	MOVED FORWARD	Next: 06/22/15

No citizen comments were made at this public hearing.

ORDINANCE NO. 2015-051

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING THE EAST ONE-HALF OF LOT 11 AND ALL OF LOT 12, BLOCK 47, GRANDVIEW ADDITION, LOCATED AT 3608 JONES STREET IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-3 TO PLANNED DEVELOPMENT-NEIGHBORHOOD SERVICE; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone the east one-half of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Neighborhood Service**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted six (6) to zero (0) to recommend the application for rezoning from Single Family-3 to Planned Development-Neighborhood Service** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to change the application from **Single Family-3 to Planned Development-Neighborhood Service**; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-3 to Planned Development-Neighborhood Service** is in the best interest of the public health, safety, morals and general welfare of the City;

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone the east one-half of Lot 11 and all of Lot 12, Block 47, Grandview Addition, located at 3608 Jones Street in the City of Texarkana, Bowie County, Texas, from **Single Family-3 to Planned Development-Neighborhood Service**.

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NA

Resource Impact:

NA

Select One By Clicking Here

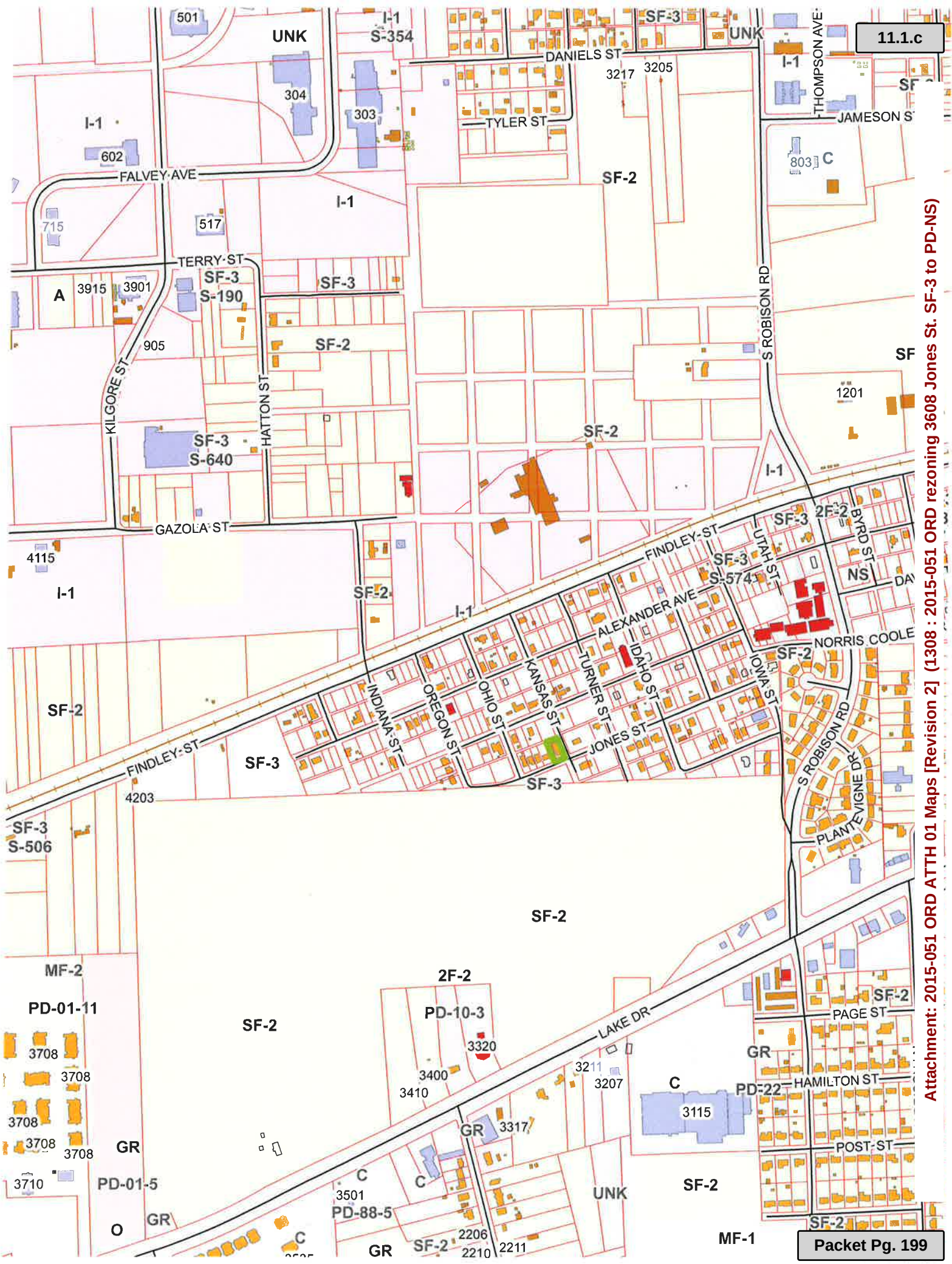
Other Potential Impacts:

NA

Public Information Plan:

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

Other:



Attachment: 2015-051 ORD ATTH 01 Maps [Revision 2] (1308 : 2015-051 ORD rezoning 3608 Jones St. SF-3 to PD-NS)

