



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • AUGUST 25, 2014

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Brad Casteel	Ward 1	Present	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Absent	
Brian Matthews	Ward 4	Present	
Bill Miller	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Jim Powell, Kyle Dooley, Bill King, J.D. Phillips, David Orr, Karey Parker, Sherry Jackson Hawkins, Robby Robertson, Lisa Thompson, Michael Henry, Eric Schlotter, and Jerry Sparks.

Legal Counsel: None

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, September 8, 2014 at 6:00 p.m.
Monday, September 22, 2014 at 6:00 p.m.
Monday, October 13, 2014 at 6:00 p.m.
Monday, October 27, 2014 at 6:00 p.m.

Parks & Recreation Events:

Tuesday, September 2nd, After School Program begins at Southwest Center
Wednesday, September 3rd, Youth Basketball League begins at Southwest Center
Saturday, September 6th, Fall Softball Season begins at Karrh Park
Saturday, September 6th, Fall Baseball Season begins at Spring Lake Park
Saturday, September 6th, Fall Soccer Season begins at Wallace Park

Other City Events:

Thursday, August 28th, 11:00 a.m., Welcoming the new fire truck, Quint 5, to the Texarkana, Texas Fire Department at Station #5, 306 S. Kenwood Road. Washing ceremony, blessing, refreshments, and fun for all who are interested in celebrating the arrival of Quint 5.

Mayor Bruggeman announced that the grand opening of the new Bringle Lake East & Bringle Lake West parks was held on Friday, August 22nd. There was a very good turnout from the community. Much hard work was put forth by Robby Robertson, Parks & Recreation Director, and park staff along with other city departments. The Mayor has received numerous compliments about the opening of the parks. The city is looking forward to the upgrades of the walking trails in the future. The Mayor thanked staff, community supporters and the Texarkana Chamber of Commerce for participating in this outstanding event.

Mayor Bruggeman also announced that this past Saturday, on August 23rd, the Kiwanis Club, partnering with The Home Depot, provided a wheelchair ramp for the Weaver family residence in the 400 block of Blanton Street. The Weaver family expressed much gratitude for the needed wheelchair ramp.

Information and Presentation

KTB Awards for July & August residences & businesses of the month

JULY: Residence - Tommy and Angie Engledowl - 2723 Magnolia Street (Ward 3)
Business - Texar Federal Credit Union - 2301 Richmond Road (Ward 4)

AUGUST: Residence - Gerane McWilliams - 6626 Lakeridge Drive (Ward 6)
Business - Gregg Orr Auto Collection Office - 3921 Mall Drive (Ward 4)

Mayor Bruggeman and Council Member Matthews presented the awards.

Tommy and Angie Engledowl and Gerane McWilliams were not in attendance to accept their awards.

Greg Nichols and Jennifer Lockman accepted the award for Texar Federal Credit Union.

Thomas Orr accepted the award for Gregg Orr Auto Collection Office.

Appointments to Boards & Commissions

Reappointment of Linda Hooks to the Community Healthcare Board of Trustees

(6:13 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Josh Davis, Ward 6
AYES:	Casteel, Ray, Matthews, Miller, Davis
ABSENT:	Veal-Gooch
EXCUSED:	Bruggeman

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

Richard Martin addressed council regarding the approximate costs for improvements on College Drive.

Mary Bruce addressed council about the status of the road project on Capps Street.

Bill Spradlin addressed council concerning the re-appointment of Mr. Bob Hay to the Civil Service Commission.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:23 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on August 11, 2014 at 6:00 PM.
2. Resolution No. 2014-083 approving the creation of a Master Fee List for the City of Texarkana, Texas permits and fees.

Public Hearing: July 28, 2014
Second Briefing: August 11, 2014
Council Vote: August 25, 2014

Action Items

3. Resolution No. 2014-103 approving and authorizing the City Manager to execute a contract between the City of Texarkana, Texas, on behalf of the Texarkana-Bowie County Family Health Center and the Women's Health and Family Planning Association of Texas (WHFPT) to provide Funding for the Title X Family Planning Services for eligible clients.

Public Hearing:
Second Briefing:
Council Vote: August 25, 2014

Robby Robertson made a few comments about this item.
(6:26 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Willie Ray, Ward 2
SECONDER:	Brad Casteel, Ward 1
AYES:	Casteel, Ray, Matthews, Miller, Davis
ABSENT:	Veal-Gooch
EXCUSED:	Bruggeman

4. Resolution No. 2014-104 approving and authorizing the City Manager to execute Contract No. 2015-001242-00 between the City of Texarkana, Texas, for and in behalf of the Texarkana-Bowie County Family Health Center and the Department of State Health Services (DSHS) to provide funding for the community diabetes project.

Public Hearing:
Second Briefing:
Council Vote: August 25, 2014

Robby Robertson made a few comments about this item.
(6:28 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Willie Ray, Ward 2
SECONDER:	Josh Davis, Ward 6
AYES:	Casteel, Ray, Matthews, Miller, Davis
ABSENT:	Veal-Gooch
EXCUSED:	Bruggeman

VI. FIRST BRIEFINGS

1. Ordinance No. 2014-102 rezoning a 2.904 acre tract of land in the Willis Oldham HRS, A-458, located at 5307 and 5309 North State Line Avenue. Planned Development-General Retail and General Retail to Commercial. David Peavy, owner.

Public Hearing: September 8, 2014
Second Briefing: September 22, 2014
Council Vote: October 13, 2014

Shirley Jaster briefed this item.

RESULT:	MOVED FORWARD	Next: 9/8/2014 6:00 PM
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2. Resolution No. 2014-105 confirming the appointment of Mr. Bob Hay to the City of Texarkana Civil Service Commission.

Public Hearing: September 8, 2014
Second Briefing:
Council Vote: September 22, 2014

Jim Powell briefed this item.

RESULT:	MOVED FORWARD	Next: 9/8/2014 6:00 PM
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3. Resolution 2014-106 authorizing the City Manager to enter into a contract with Mid-Continental Restoration Company, Inc. of Fort Worth, Texas, in an amount not to exceed Two Hundred Fifty-Six Thousand Forty-Six and 06/100 dollars (\$256,046.06) for the repair of the underside of the roof of the north three million (3,000,000) gallon concrete clearwell at the Wright Patman water treatment plant.

Public Hearing: September 8, 2014
Second Briefing: September 22, 2014
Council Vote: October 13, 2014

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 9/8/2014 6:00 PM
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VII. PUBLIC HEARINGS

Ordinance No. 2014-100 fixing the tax rate and levy for the fiscal year ending September 30, 2015.

Public Hearing: August 25, 2014
Second Briefing: September 8, 2014
Council Vote: September 22, 2014

Charlie Bassett provided council an explanation of the purpose of fixing the tax rate and levy.

RESULT:	MOVED FORWARD	Next: 9/8/2014 6:00 PM
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VIII. SECOND BRIEFING WITH UPDATES

Resolution 2014-094 authorizing the City Manager to enter into contracts for the purchase of chemicals for water and wastewater treatment.

Public Hearing: August 11, 2014
Second Briefing: August 25, 2014
Council Vote: September 8, 2014

Bill King gave council a detailed report of the bidding and mailing process involving Chemtrade Chemicals US (formerly General Chemical). City Manager Whitson made a few comments. Paul Peters, with Chemtrade Chemicals US, spoke at this briefing and answered a few questions from council.

RESULT: MOVED FORWARD

Next: 9/8/2014 6:00 PM

IX. SECOND BRIEFING WITHOUT UPDATES

Move Resolution No. 2014-088 up for council vote at this meeting.

(7:03 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Josh Davis, Ward 6
SECONDER: Bill Miller, Ward 5
AYES: Casteel, Ray, Matthews, Miller, Davis
ABSENT: Veal-Gooch
EXCUSED: Bruggeman

1. Resolution No. 2014-088 approving a Community Development Block Grant Revolving Loan to Pecan Point Brewing Company of Texarkana Texas in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year Treasury notes of which the City may adjust the rate annually and authorizing the City Manager to execute the necessary documents.

Public Hearing: August 11, 2014
Second Briefing: August 25, 2014
Council Vote: September 8, 2014

(7:05 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Brian Matthews, Ward 4
SECONDER: Josh Davis, Ward 6
AYES: Casteel, Ray, Matthews, Miller, Davis
ABSENT: Veal-Gooch
EXCUSED: Bruggeman

2. Ordinance No. 2014-095 amending Chapter 33 "Towing Services and Vehicle Impounds" of the Code of Ordinances of the City of Texarkana, Texas by adding Paragraph "d" to Section 33-5 "Police Initiated Tow".

Public Hearing: August 11, 2014
Second Briefing: August 25, 2014
Council Vote: September 8, 2014

RESULT: MOVED FORWARD

Next: 9/8/2014 6:00 PM

X. ITEMS FOR DISCUSSION

Enforcement of/or Demolition of Red Tagged/Burned Out Buildings

Kyle Dooley gave council an overview of the current demolition priority list. A schedule has been made to proceed with demolition of residential structures around the city. Two homes on the top 40 council priority list have already been taken down. Mr. Casteel and citizens said "Thank You" for taking down the house on Lee Street. Mayor Bruggeman said he received a call from Ms. Scott who said "great work" on taking down the house on Lafayette Street. Mr. Dooley plans to keep council and citizens informed on demolition progress and scheduling with up-to-date information on the city's website.

Mr. Whitson proposed to council, his opinion that each taxing jurisdiction, whether it's Bowie County, Texarkana College, Liberty Eylau Independent School District, Pleasant Grove Independent School District or Texarkana Independent School District, benefits from the demolition of these properties. Therefore, each taxing jurisdiction, benefiting from the demolition in a particular neighborhood, should be participating in the cost of demolition. Each property that is demolished should increase the property values throughout the neighborhood and increase the tax base for each jurisdiction in which it resides. Council consensus was in agreement with Mr. Whitson.

Richard Martin submitted information from an AARP Bulletin article concerning tax liens on properties for council to consider.

Council Member Casteel asked if there is a way to make property owners more responsible for their burned out structures by using the insurance money they collect on the property for demolition and clean-up. City Manager Whitson responded that, while some responsible property owners do clean-up or repair the property with their insurance settlement, the city finds many other scenarios that come with each individual property. For example, the property owner could be "heirs" to an estate, the property owner cannot be located, the property owner is incarcerated, the property owner has no insurance on the property, etc. Each property case would have to be worked separately according to circumstances.

Mayor Bruggeman thanked staff for its review.

XI. INFORMATION ITEM

City of Texarkana, Texas Quarterly Investment Report for the Quarter Ended June 30, 2014 - The report can be viewed on the City's website at the following address: <http://tx-texarkana.civicplus.com/ArchiveCenter/ViewFile/Item/555>

Charlie Bassett informed council that this investment report is now on the City's website.

XII. ADMINISTRATIVE COMMENTS**1. Council**

Mayor Bruggeman announced that Council Member Ray had family members in the audience: her son Don Norman and her great-granddaughters Prashansa Johnson and Makenzy Johnson.

2. Staff

City Manager Whitson reminded council that he would be out of the office for the rest of the week and that Shirley Jaster would be in charge.

XIII. ADJOURNMENT

Motion to Adjourn

(7:38 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Director of Community and Public Works
Subject: KTB award presentation for July and August residences and businesses of the month.

Updates/History of Briefing:

Award winners are selected monthly and presented at the City Council meeting. A sign for the property is given to the recipient at the presentation. Pictures are taken of the winners with the Mayor and the Councilmember for the Ward.

Executive Summary and Background Information:

KTB, Keep Texarkana Beautiful has honored winners for Residence and Business of the Month:

JULY

Residence - Tommy and Angie Engledowl 2723 Magnolia Street (Ward 3)
Business - Texar Federal Credit Union 2301 Richmond Road (Ward 4)

AUGUST

Residence - Gerane McWilliams 6626 Lakeridge Drive (Ward 6)
Business – Gregg Orr Auto Collection Office 3921 Mall Drive (Ward 4)

Potential Options:

“None”

-

Fiscal Implications:

Staff Recommendation:

Advisory Board/Committee Review:

KTB Board

Board/Committee Recommendation:

KTB Board selected winners

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. Texar Federal Credit Union 2301 Richmond Road Business July (JPG)
- b. Tommy & Angie Engledowl 2723 Magnolia Street Residence July (JPG)
- c. Gregg Orr Auto 3921 Mall Drive Business August (JPG)
- d. Gerane McWilliams 6626 Lakeridge Residence August (JPG)
- e. KTB July 2014 (PDF)
- f. KTB August 2014 (PDF)









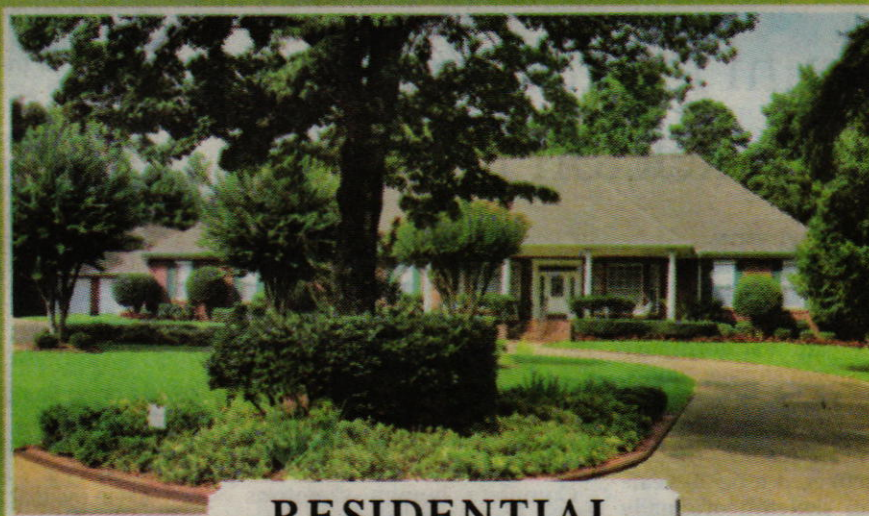
KEEP
TEXARKANA
Beautiful

August LANDSCAPING AWARDS



COMMERCIAL

Gregg Orr Auto Collection - Mall Dr.



RESIDENTIAL

Gerane McWilliams

Congratulations!

Presented By

TEXARKANA - ATLANTA
ASHDOWN - LEARY



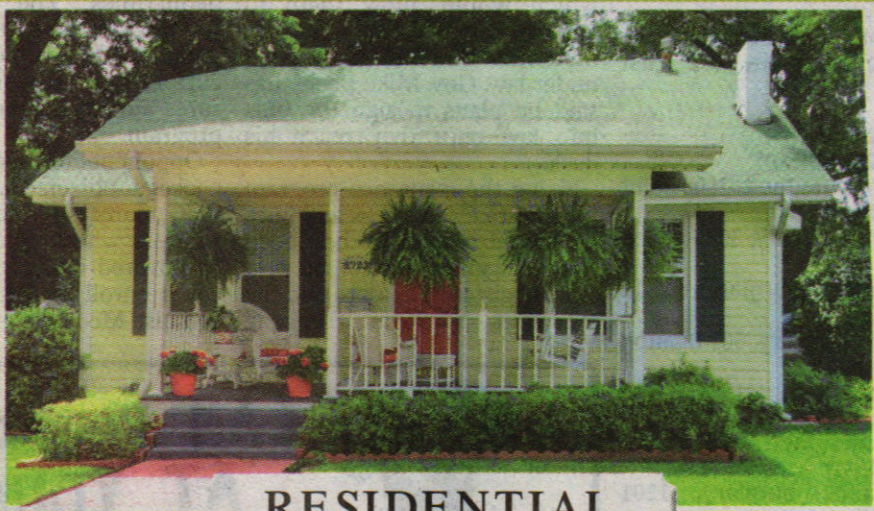
KEEP
TEXARKANA
Beautiful

July LANDSCAPING AWARDS



COMMERCIAL

Texar Federal Credit Union - Richmond Rd.



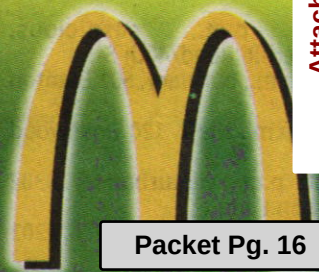
RESIDENTIAL

Tommy & Angie Engledowl

Congratulations!

Presented By

TEXARKANA - ATLANTA
ASHDOWN - LEARY



Packet Pg. 16



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • AUGUST 11, 2014

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Brad Casteel	Ward 1	Present	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Bill Miller	Ward 5	Present	
Josh Davis	Ward 6	Absent	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Sherry Jackson Hawkins, Bill King, Robby Robertson, Lisa Thompson, Kyle Dooley, Eric Schlotter, David Orr, Jim Cornelius, Jim Powell, Michael Henry and Karey Parker.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCILMEMBER DR. BRIAN MATTHEWS

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, August 25, 2014 at 6:00 p.m.
Monday, September 8, 2014 at 6:00 p.m.
Monday, September 22, 2014 at 6:00 p.m.
Monday, October 13, 2014 at 6:00 p.m.

Park & Recreation Events:

Friday, August 22nd - 10:00 a.m.- Bringle Lake East & West Parks Grand Opening
Friday (night) & Saturday (morning), August 22nd & 23rd - Karrh Park - Midnight Madness Softball Tournament - Karrh Park

Other City Events:

Farmer's Market at 305 Texas Blvd. (Tue., Thurs., & Sat. 7:00 a.m. until sold out)

Mayor Bruggeman informed the audience of upcoming events at the Southwest Center located at 3222 West 7th Street:

Minutes Acceptance: Minutes of Aug 11, 2014 6:00 PM (Consent Items)

- The City of Texarkana, Texas' Parks and Recreation Department has partnered with Bimini Yoga to offer free yoga classes at the Southwest Center on August 12th, 14th, 19th and 21st from 1:00 p.m. to 2:00 p.m. The classes will be free and open to the public, with no registration required.
- The Southwest Center will also be host to youth basketball games beginning in September for children ages 8-13. Games will be held on Mondays, Wednesdays, and Fridays from 5:00 p.m. - 8:00 p.m. There is no entrance fee. For more information, call Joseph Godwin at (903) 556-8456.
- On September 1st, the Southwest Center's After School program will kick off once again, offering students ages 6 to 14 a warm, caring environment beyond school hours to meet with school friends, get homework out of the way before dinner, and participate in fun activities.

Appointments to Boards & Commissions

Mayor Bruggeman reappointed Denis Washington and Jamie Bass to the Housing Authority Board.

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

Richard Martin addressed Council concerning the street condition and repair of College Drive.

Alan Schimming addressed Council concerning the street condition and repair of College Drive.

William Germon addressed Council concerning a proposed future event in Texarkana called "Dancin in the Street" to honor spouses and caregivers of all military personnel returning from their tours of duty in the Middle East. Mr. Germon provided a handout with event information.

Mr. William Germon's handout "Dancin in the Street".

RESULT:	ANNOUNCED
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V. ITEMS FOR CONSIDERATION

Consent Items

(6:32 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Miller, Ward 5
SECONDER:	Willie Ray, Ward 2
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller
ABSENT:	Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on July 14, 2014 at 6:00 PM.
2. Consider approval of the minutes of the Regular Meeting of the City Council held on July 28, 2014 at 6:00 PM.

3. Ordinance No. 2014-085 establishing a ninety (90) day Moratorium on the processing and approval of applications for the placement of "Off-Premise Signs" (Standard or CEVMS Billboards).

Public Hearing: July 28, 2014
Second Briefing:
Council Vote: August 11, 2014

4. Resolution No. 2014-093 authorizing the City Manager to enter into a one (1) year contract with four (4) additional one (1) year renewal options with Krause Service Company, LLC for HVAC repair service and preventative maintenance at various city facilities.

Public Hearing:
Second Briefing:
Council Vote: August 11, 2014

5. Ordinance No. 2014-096 amending the fiscal year September 30, 2014 Revised Budgets for the 2003, 2005, and 2009 Bond Funds to allow for the awarded contract amount and additional non-contract expenditures related to the University Avenue-Phase IV project, amending the General Fund budget to appropriate additional funds for demolition projects, and amending several non-general fund revised budgets to appropriate additional expenditures required by changes in circumstances since the original adoption of the fiscal year 2014 budget.

Public Hearing:
Second Briefing:
Council Vote: August 11, 2014

6. Resolution No. 2014-098 authorizing the City Manager to enter into a Joint Election Agreement with Bowie County, Texas to hold a Joint Election on November 4, 2014.

Public Hearing:
Second Briefing:
Council Vote: August 11, 2014

7. Ordinance No. 2014-099 calling for a Special City Election to be held on November 4, 2014 for the purpose of a Local Option Election under Joint Election Agreement with Bowie County, Texas.

Public Hearing:
Second Briefing:
Council Vote: August 11, 2014

Action Items

8. Ordinance No. 2014-073 amending the budget estimate of the revenues and expenditures for the fiscal year ending September 30, 2014, and adopting the budget and appropriating resources for the fiscal year beginning October 1, 2014 and ending September 30, 2015.

Public Hearing: July 14, 2014
 Second Briefing: July 28, 2014
 Council Vote: August 11, 2014

Council Member Miller made a motion to amend the 2014-2015 fiscal year budget to allocate \$15,000.00 for Four States Fair through whatever avenue staff deems is the best way for funding with the stipulation that Four States Fair cannot exclude Texas side hotels and restaurants from their advertising efforts. Council Member Veal-Gooch seconded the motion.

Mayor Bruggeman asked the City Secretary for a roll call vote as follows: Casteel, Ray - Nays. Veal-Gooch, Matthews, and Miller - Ayes, Davis - absent.

Legal Counsel Jeff Lewis stated that since this motion directly affects Ordinance No. 2014-073, four "aye" votes would be necessary to pass this motion. With only three "aye" votes, and two "nay" votes, the motion fails for a lack of four "aye" votes.

(6:56 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Miller, Ward 5
SECONDER:	Brad Casteel, Ward 1
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller
ABSENT:	Davis
EXCUSED:	Bruggeman

9. Ordinance No. 2014-082 rezoning Lot 1 and west part of Lot 2, Block 7, Western Hills 2nd Addition, located at 22 Meadow Lane. Single Family-2 to Office. Jim and Rhonda Richey, owners. Shaun Dierksen, agent. (Due to Planning and Zoning Commission denial, a 3/4 vote by the City Council is required to approve this request).

Public Hearing: July 14, 2014
 Second Briefing: July 28, 2014
 Council Vote: August 11, 2014

The city received a written request from Shaun Dierksen to withdraw this item from council vote.

RESULT:	WITHDRAWN
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10. Ordinance No. 2014-097 an Order of the City Council calling for a Charter Amendments Election.

Public Hearing:

Second Briefing:

Council Vote: August 11, 2014

(6:55 p.m.)

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

VI. FIRST BRIEFINGS

1. Ordinance No. 2014-100 fixing the tax rate and levy for the fiscal year ending September 30, 2015.

Public Hearing: August 25, 2014

Second Briefing: September 8, 2014

Council Vote: September 22, 2014

Charlie Bassett briefed this item.

RESULT:	MOVED FORWARD	Next: 8/25/2014 6:00 PM
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VII. PUBLIC HEARINGS

1. Resolution No. 2014-088 approving a Community Development Block Grant Revolving Loan to Pecan Point Brewing Company of Texarkana Texas in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year Treasury notes of which the City may adjust the rate annually and authorizing the City Manager to execute the necessary documents.

Public Hearing: August 11, 2014

Second Briefing: August 25, 2014

Council Vote: September 8, 2014

No citizen spoke at this public hearing.

RESULT: MOVED FORWARD

Next: 8/25/2014 6:00 PM

2. Ordinance No. 2014-089 amending PD-03-09 for site plan approval to allow an accessory building for the existing Goodwill Industries on a 2.30 acre tract of land being a part of the Adolphus Hope HRS, A-261, located behind 3410 St. Michael Drive. Goodwill Industries of Northeast Texas, applicant. David Williams, MTG Engineering, agent.

Public Hearing: August 11, 2014
 Second Briefing: August 25, 2014
 Council Vote: September 8, 2014

David Williams, of MTG Engineering, spoke at this public hearing.
 (7:02 p.m.)

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

3. Ordinance No. 2014-090 rezoning Lot 1, Block 1, Walsh-Carter Master Tract Second Addition, located at 5002 North Cowhorn Creek Loop Road. Agriculture to Planned Development-General Retail. Barrie Thomson, owner. Jason Clanton, Curt Green and Co. and Jeff Whitten, Whitten Engineering, agents.

Public Hearing: August 11, 2014
 Second Briefing: August 25, 2014
 Council Vote: September 8, 2014

Jeff Whitten, of Whitten Civil Engineering, spoke at this public hearing.
 (7:05 p.m.)

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

4. Ordinance No. 2014-091 amending PD-14-1 for site plan approval to allow a restaurant on Lot 1, Block 1, Walsh-Carter Master Tract Second Addition, located at 5002 North Cowhorn Creek Loop Road. Barrie Thomson, owner. Jason Clanton, Curt Green and Co. and Jeff Whitten, Whitten Engineering, agents.

Public Hearing: August 11, 2014
 Second Briefing: August 25, 2014
 Council Vote: September 8, 2014

Jeff Whitten, of Whitten Civil Engineering, spoke at this public hearing.
(7:07 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Brian Matthews, Ward 4
SECONDER:	Brad Casteel, Ward 1
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller
ABSENT:	Davis
EXCUSED:	Bruggeman

5. Resolution No. 2014-092 authorizing a contract for services with Jerry V. Sparks to provide services as the Economic Developer for the City of Texarkana, Texas.

Public Hearing: August 11, 2014
Second Briefing: August 25, 2014
Council Vote: September 8, 2014

Council Member Dr. Brian Matthews said that Mr. Sparks does an outstanding job for the city. Mayor Bruggeman thanked Mr. Sparks for his great work for the city.
(7:10 p.m.)

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

6. Resolution 2014-094 authorizing the City Manager to enter into contracts for the purchase of chemicals for water and wastewater treatment.

Public Hearing: August 11, 2014
Second Briefing: August 25, 2014
Council Vote: September 8, 2014

Paul Peters, of Chemtrade Chemicals US (formerly General Chemical), spoke at this public hearing and provided documents for Council to consider granting a re-bid. Bill King, Executive Director of Texarkana Water Utilities, spoke to the bid process.

Various council members had questions for Mr. Peters and Mr. King. City Manager Whitson answered a few of Council's questions. Jeff Lewis, legal counsel for the City, asked questions of Mr. Peters and made comments for Council consideration. Mayor Bruggeman requested a detailed follow up report, as far as this discussion, for council review at the next scheduled council meeting.

RESULT:	MOVED FORWARD
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Next: 8/25/2014 6:00 PM

7. Ordinance No. 2014-095 amending Chapter 33 "Towing Services and Vehicle Impounds" of the Code of Ordinances of the City of Texarkana, Texas by adding Paragraph "d" to Section 33-5 "Police Initiated Tow".

Public Hearing: August 11, 2014
 Second Briefing: August 25, 2014
 Council Vote: September 8, 2014

Michael Henry, of the Police Department, spoke at this public hearing. Council Member Brad Casteel spoke in favor of this proposed ordinance. Council Member Bill Miller had a few questions for Mr. Henry.

RESULT:	MOVED FORWARD
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Next: 8/25/2014 6:00 PM

VIII. SECOND BRIEFING WITH UPDATES

Resolution No. 2014-083 approving the creation of a Master Fee List for the City of Texarkana, Texas permits and fees.

Public Hearing: July 28, 2014
 Second Briefing: August 11, 2014
 Council Vote: August 25, 2014

City Manager Whitson updated Council on added fees related to animal registrations and other associated animal fees.

RESULT:	MOVED FORWARD
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Next: 8/25/2014 6:00 PM

IX. SECOND BRIEFING WITHOUT UPDATES

None.

X. ITEMS FOR DISCUSSION

Tree Ordinance Discussion

Council Member Bill Miller led the discussion by stating he's been asked by several citizens if the city has an ordinance in regards to new development and preservation of trees for new development. Shirley Jaster responded that the city does have an older landscape ordinance but this ordinance does not require tree preservation as an outright.

Ms. Jaster explained the current ordinance has a "point system" for the preservation of trees or the putting in of new trees and landscaping as property is developed. City Manager Whitson gave some details on his past experience in dealing with tree ordinances in other cities. Council Member Brad Casteel said he feels the decision should be up to the property owner whether they want a tree on the property or not. Mayor Bruggeman made closing remarks and said it was a good discussion.

XI. ADMINISTRATIVE COMMENTS**1. Council**

Council Member Tina Veal-Gooch asked if staff could provide information on a short-term and long-term fix regarding time and cost involved for repairing College Drive.

Council Member Tina Veal-Gooch asked if the animals brought to the animal shelter are a per fee cost. Shirley Jaster said yes.

Council Member Brad Casteel asked approximately how many animals does the city take to the animal shelter per year. Shirley Jaster said about 2,200 animals per year.

Council Member Dr. Brian Matthews asked when Council would receive more information on the proposed animal shelter in our downtown area. City Manager Whitson said with the departure of Mr. Craig Lindholm, this task has not yet been reassigned and he was not sure when the information would be ready for Council.

2. Staff

City Manager Whitson informed Council that he would be out of the office August 26th to August 29th.

XII. ADJOURNMENT

Motion to Adjourn

A motion was made to adjourn the meeting.
(8:02 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Version: G

Update Date: 8/21/2014 12:43 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Pam Burns, Municipal Clerk
Subject: Resolution No. 2014-083 approving the creation of a Master Fee List for the
City of Texarkana, Texas permits and fees.
Briefing: 8/25/2014 **Public Hearing:** 7/28/2014 **Second Briefing:** August 11, 2014 **Council Vote:** 8/25/2014

Item Schedule

Updates/History of Briefing:

Staff has made final changes for your review.

Executive Summary and Background Information:

With the recodification of the Code of Ordinances, the staff has been tasked to provide the fees and permit amounts to be included in a Master Fee List that can be placed on the City's website. This will remove all fees and permit amounts from our Code of Ordinances in order to better service the public. This will allow the public to go to the city website to find this information and remove it from our Code of Ordinances. Changing things in our Code of Ordinances is arduous and expensive. As a part of this process, the staff has included increases that reflect administrative and economic costs for current working situations, as well as, the cost of doing business in today's economy. These increases have been compared to other similar city fees and permits for a bench mark.

Potential Options:**Fiscal Implications:**

Additional Revenue

Staff Recommendation:

Recommended by staff to keep a balance with rising costs.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

Attachments

- a. Goals and Perspectives (DOCX)

City of Texarkana, Texas

- b. 2014-83 Master Fee List (DOC)
- c. FY15 Fees and Charges Version 20140819.pdf (PDF)

Staff Coordination

City Secretary 12:45 PM	Pam Burns	Review	Skipped	08/21/2014
City Manager	John Whitson 08/21/2014 12:58 PM	Department Head Review	Completed	
Finance Department 12:45 PM	Pam Burns	Finance Review	Skipped	08/21/2014
Public Information Officer		Lisa Thompson	PIO Review	Completed
	08/21/2014 12:47 PM			
City Manager 12:45 PM	Pam Burns	City Manager Review	Skipped	08/21/2014
City Council	Pam Burns	Meeting	Pending	

Meeting History

07/14/14	City Council	MOVED FORWARD	Next: 07/28/14
07/28/14	City Council	MOVED FORWARD	Next: 08/11/14
08/11/14	City Council	MOVED FORWARD	Next: 08/25/14
City Manager Whitson updated Council on added fees related to animal registrations and other associated animal fees.			

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

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. 2014-083

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, APPROVING THE CREATION OF A
MASTER FEE LIST FOR THE CITY'S WEBSITE UNDER THE
DIRECTION OF THE CITY MANAGER; AND ESTABLISHING
AN EFFECTIVE DATE.**

WHEREAS, with the forthcoming recodification of the City of Texarkana, Texas Code of Ordinances, the staff has been tasked to provide the fees and permit amounts to be included in a Master Fee List that can be placed on the City's website for the convenience of the citizens; and

WHEREAS, as a part of that process, the staff, with comparison studies, has included increases in areas that reflect administrative and economic costs for current working situations in today's economy; and

WHEREAS, due to the expense and the arduous process for changing the Code of Ordinances, it is deemed in the best interest of the public to remove all references to the fees and permit amounts to one central location, under the City Manager's direction, to be posted on the City's website, effective October 1, 2014, as a Master Fee List (Exhibit "A");

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

SECTION 1: That in the best interest of the citizens and the public resources, the City of Texarkana, Texas Master Fee List (Exhibit "A") is hereby approved as presented and made effective October 1, 2014.

SECTION 2: That the City Manager shall direct the process of collection for the fees and permit amounts listed in the City's Master Fee List which shall be posted on the City's website.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2014-83 Master Fee List [Revision 5] (1141 : Res. No. 2014-083 Master Fee List Approval)

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
1	Extraordinary Event Cost Recovery Fee	\$0.00			An invoice may be sent by the City to any individual, organization or entity to recapture the cost of staff time, materials and supplies, and other costs related to an event, item or activity which is not considered a service provided to the general population in the normal and ordinary course of the City's operation.	All Departments/Offices		
2	Returned Checks	\$25.00	\$30.00	Each check	NSF –Non-Sufficient Funds	All Departments/Offices		
3	Coin Operated Machine Permit	\$15.00	\$25.00	Per Coin Operated Machine	Maximum \$250.00	City Secretary	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
4	Special Event Permit	\$0.00	\$0.00			Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
5	Daily Special Event Permit	\$0.00	\$0.00			Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
6	Transient Dealer Precious Metal Permit	\$250.00	\$250.00	Each	For 30 Days	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
7	Alcoholic Beverage Permit: Beer Off-Premise (BF)	\$0.00	\$30.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
8	Alcoholic Beverage Permit: Wine & Beer Off-Premise (BQ)	\$0.00	\$30.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
9	Alcoholic Beverage Permit: Beer On-Premise (BE)	\$0.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
10	Alcoholic Beverage Permit: Wine & Beer Retailer (BG)	\$0.00	\$87.50	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
11	Alcoholic Beverage Permit: Wine & Beer Retailer On-Premise Late Hours (BL)	\$0.00	\$125.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
12	Alcoholic Beverage Permit: Package Store (P)	\$0.00	\$250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
13	Alcoholic Beverage Permit: Wine Only Package Store (Q)	\$0.00	\$37.50	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
14	Alcoholic Beverage Permit: General Class B Wholesaler (X)	\$0.00	\$150.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
15	Alcoholic Beverage Permit: Importer's License (BI)	\$0.00	\$10.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
16	Alcoholic Beverage Permit: Importer's Carrier's License (BJ)	\$0.00	\$10.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
17	Alcoholic Beverage Permit: Beer Manufacturer's License (BA)	\$0.00	\$375.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
18	Alcoholic Beverage Permit: Brewer (B)	\$0.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
19	Alcoholic Beverage Permit: Local Distributor (to sell to private clubs) (LP)	\$0.00	\$50.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
20	Alcoholic Beverage Permit: Branch Distributor (BC)	\$0.00	\$37.50	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
21	Alcoholic Beverage Permit: Wholesaler (W)	\$0.00	\$937.50	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
22	Alcoholic Beverage Permit: General Distributors (BB)	\$0.00	\$150.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
23	Alcoholic Beverage Permit: Food and Beverage Certificate (FB)	\$0.00	\$100.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
24	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - Original	\$0.00	\$3,000.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
25	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 1st Renewal	\$0.00	\$2,250.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
26	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 2nd Renewal	\$0.00	\$1,500.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
27	Alcoholic Beverage Permit: Mixed Beverage Permit (MB or RM) - 3rd and all Subsequent Renewals	\$0.00	\$750.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
28	Alcoholic Beverage Permit: Public Storage (K)	\$0.00	\$50.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
29	Alcoholic Beverage Permit: Beverage Cartage (PE)	\$0.00	\$10.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
30	Alcoholic Beverage Permit: Private Carrier (O)	\$0.00	\$15.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
31	Alcoholic Beverage Permit: Package Store Tasting (PS)	\$0.00	\$12.50	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
32	Alcoholic Beverage Permit: Mixed Beverage Restaurant (RM)	\$0.00	\$375.00	Each	Bi-Annual Permit at same time as state permit application/renewal (collect 3rd year and after issuance of license)	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
33	Alcoholic Beverage Permit: Mixed Beverage Late Hours (LB)	\$0.00	\$75.00	Each	Bi-Annual Permit at same time as state permit application/renewal	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
34	Open Records Information: Copies (letter & legal)	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
35	Open Records Information: Copies over 50 pages	\$0.10	\$0.10	Per Page	Plus Labor charge prorated and overhead charge	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
36	Open Records Information: Copies (Oversize 11" x 17")	\$0.50	\$0.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
37	Open Records Information: Computer	\$0.10	\$0.10	Per Page		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
38	Open Records Information: Diskette	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
39	Open Records Information: VHS video	\$2.50	\$2.50	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
40	Open Records Information: Audio Cassette	\$1.00	\$1.00	Each		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
41	Open Records Information: CD	\$1.00	\$1.00	Per clock hour		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
42	Open Records Information: Maps/D Size	\$2.00	\$2.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
43	Open Records Information: Maps/D Size	\$3.00	\$3.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
44	Open Records Information: Maps/E Size	\$3.00	\$3.00	Sheet paper		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
45	Open Records Information: Maps/E Size	\$4.00	\$4.00	Sheet film		Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
46	Open Records Information: Other				Note: Any other charges for public information not listed will be as defined in Chapter III, Subchapter C of the Texas Administrative Code. When applicable, labor cost will be added to open records requests and will be billed at \$15/hour plus a 20% overhead charge	Administration	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3900
47	Dog & Cat Registration	\$0.00	Unaltered \$30.00 Altered \$10.00	Per Pet		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3971
48	Dog & Cat Late Registration or Fail to Register	\$0.00	\$15.00	Per Pet	Replacement Tag \$5	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3971
49	Reclaim Impounded Animal	\$0.00	\$90.00	Per Pet		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3972
50	Birth Certificates	\$23.00	\$23.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
51	Death Certificates	\$21.00	\$21.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
52	Death Certificates (additional copies)	\$4.00	\$4.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
53	Abstract Poly Envelope	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
54	Long Poly Envelope	\$3.00	\$3.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
55	Mail Request: Shipping & Handling Fee	\$2.00	\$2.00	Each		Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
56	Credit/debit card payment	\$2.50	\$2.50	Each Transaction	In Addition to certificate fees	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
57	Garage Sale Permit	\$5.00	\$5.00	Each	3-day/max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
58	Estate Sale	\$20.00	\$20.00	Each	3-days/Max 2 per year	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
59	Itinerate Vendor Permit	\$20.00/\$5.00	\$100.00	Each	\$10.00 each additional permit for same sales group. 1-year permit	Vital Statistics Office	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3905
60	Incident Report Copies	\$2.00	\$5.00	Per Report	Fire Department calls only	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
61	Fire Inspection Service: Nursing Home	\$0.00	\$150.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
62	Fire Inspection Service: Day Care	\$0.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
63	Fire Inspection Service: Group Home	\$0.00	\$75.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
64	Fire Inspection Service: Hospital	\$0.00	\$350.00	Annual Fee	Includes two inspections performed semi-annually	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
65	Fire Inspection Service: First Re-Inspection	\$0.00	\$50.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
66	Fire Inspection Service: Each Subsequent Re-Inspection	\$0.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
67	Fire Inspection Service: After Hours Inspection (Minimum 2 hr.)	\$0.00	\$75.00	Per hour		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
68	Water Fill / Truck Only	\$0.00	\$25.00	Per Order		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
69	Fire Inspection Service: Home Safety Inspection	\$0.00	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
70	Fire Inspection Service: Foster Home Inspection	\$0.00	No Charge			Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
71	Permit: Fire Alarm Commercial	\$0.00	\$100.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
72	False Alarm Fee Commercial	\$0.00	0- \$75.00	Each alarm	1-3 alarms N/C 4-6 alarms (per occurrence) \$50 7 or more alarms (per occurrence) \$ 75 Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
73	Permit: Fire Alarm Residential	\$0.00	\$50.00	Annual Fee		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
74	False Alarm Fee Residential	\$0.00	0 - \$45.00	Each alarm	1-3 alarms N/C 4-6 alarms (per occurrence) \$35 7 or more alarms (per occurrence) \$ 45 Per 12-month period	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
75	Permit: Fixed Fire Extinguishing System	\$0.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
76	Permit: Sprinkler/Standpipe	\$0.00	\$75.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
77	Permit: Installation/Removal of UST's	\$0.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
78	Permit: Open Burning (not recreational)	\$0.00	\$1,000.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
79	Permit: Recreational Burning	\$0.00	\$50.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
80	Permit: Fireworks	\$0.00	\$100.00	Each		Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
81	Response: Hazardous Materials	100.00%	110.00%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
82	Response: Technical Rescue	100.00%	110.00%	Replacement	Current Replacement cost of materials used	Fire Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3994
83	Inspection Service: Pool (each body of water)	\$100.00	\$100.00	Annual Fee		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
84	Inspection Service: Pool Late Fee (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
85	Inspection Service: Pool 1st Re-inspection (each body of water)	\$0.00	\$100.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
86	Inspection Service: Pool Subsequent Re-inspections (each body of water)	\$0.00		Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
87	Inspection Service: Pool Complaint (each body of water)	\$50.00	\$50.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
88	Inspection Service: Pool Reinstatement (each body of water)	\$100.00	\$100.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
89	Health Service Inspection: Food Service w/1-5 employees	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
90	Health Service Inspection: Food Service w/6-10 employees	\$300.00	\$300.00	Annual Fee		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
91	Health Service Inspection: Food Service w/11 or more employees	\$325.00	\$325.00	Annual Fee		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
92	Health Service Inspection: Food Service each Public & Private School	\$275.00	\$275.00	Annual Fee		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
93	Health Service Inspection: Food Service for each Non-Profit	\$275, \$300, \$325	\$75.00	Annual Fee	Complaint Inspection, reinstatement & re-inspection fees apply	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
94	Health Service Inspection: Day Care Food Service	\$100.00	\$100.00	Annual Fee	Per Day Care	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
95	Health Service Inspection: Day Care Non-Food Service	\$50.00	\$50.00	Annual Fee	Per Day Care	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
96	Health Service Inspection: Foster Home	\$100.00	\$40.00	Bi-annual		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
97	Health Service Inspection: Adoption	\$100.00	\$40.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
98	Health Service Inspection: Temporary Event	\$50.00	\$50.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
99	Health Service Inspection: Seasonal Permit	\$200.00	\$100.00	Each	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error.	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
100	Health Service Inspection: Mobile Food Unit	\$100.00	\$200.00	Annual Fee	There was an error in the current fee schedule that had swapped Mobile Fee with Seasonal Fee, this is to correct that error.	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
101	Health Service Inspection: Late fee	\$100.00	\$100.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
102	Health Service Inspection: Complaint Inspection	\$50.00	\$50.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
103	Health Service Inspection: 1st Re-inspection	\$75.00	\$100.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
104	Health Service Inspection: Subsequent Re-inspections	\$0.00		Each	Increasing in \$100.00 increments for each additional re-inspection	Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
105	Health Service Inspection: Reinstatement	\$150.00	\$150.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
106	Health Service Inspection: Duplicate Permit	\$20.00	\$20.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
107	Copy: Texas Food Establishment Rules (picked up)	\$8.00	\$25.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
108	Copy: Texas Food Establishment Rules (mailed)	\$10.00	\$30.00	Each		Environmental Services Unit	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3263
109	Immunization: Child Administrative Fee	\$12.00	\$12.00	Per Visit	No Family Maximum - No charge for Texas Medicaid Children	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
110	Immunization: Adult Administrative Fee	\$15.00	\$15.00	Per Visit		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
111	Copy: Shot Record	\$2.00	\$2.00	Each		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
112	Immunization: Private Purchase Flu vaccine	\$20.00	\$20.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
113	Immunization: Private Purchase Pneumonia vaccine	\$75.00	\$75.00	Per Shot	Price subject to change	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
114	Health Service: Pregnancy Testing	\$10.00	\$10.00	Limited basis	Further Assistance Available	Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
115	Health Service: Tuberculosis Skin Test for Employment	\$15.00	\$15.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
116	Health Service: Health Card Renewal	\$10.00	\$10.00	Per Card		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
117	Health Service: Blood Sugar (Finger Stick)	\$10.00	\$10.00	Per Test		Health Clinic	Bowie County Health Clinic, 902 W. 12 th Street	903-798-3250
118	Notary Fee	\$5.00	\$5.00	Per Service		Human Resources Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3917
119	Residential Building Permit (Base) - New Single Family, Duplex Dwelling, or Manufactured Home Up to and including 1,200 Square Feet	\$10+\$4 per add thousand	\$500.00	Per Dwelling	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
120	Residential Building Permit (Variable) - New Single Family, Duplex Dwelling, or Manufactured Home Over 1,200 Square Feet (Base + Variable)	\$10 +\$4 per add thousand	\$0.25	Per square foot over 1,200 SF	Gross floor area served by either mechanical, plumbing or electrical systems and suitable for occupant's use within the inside perimeter of the exterior walls--to include garages, corridors, stairs, closets or other features, such as decks, porches, walk up attics, basements or bonus rooms	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
121	Residential Building Permit - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) up to and including 400 square feet	\$10 +\$4 per add thousand	\$240.00	Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
122	Residential Building Permit (Base) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) exceeding 400 square feet up to an including 1,200 square feet	\$10 +\$4 per add thousand	\$500.00	Per Addition		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
123	Residential Building Permit (Variable) - Additions (bedrooms, bathrooms, screened porch, sunrooms, and etc...) exceeding 400 square feet up to an including 1,200 square feet (Base + Variable)	\$10 +\$4 per add thousand	\$0.25	Per square foot over 1,200 SF		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
124	Residential Building Permit (Base) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$10 +\$4 per add thousand	\$75.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
125	Residential Building Permit (Variable) - Attached Accessory Structure (decks, garage, open porch, and etc.) (Base + Variable)	\$10 +\$4 per add thousand	\$0.25	Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
126	Residential Building Permit (Base) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$8.50-\$150.00	\$75.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
127	Residential Building Permit (Variable) - Detached Accessory Structure (shed, garage of 144 SF or more) (Base + Variable)	\$10 +\$4 per add thousand	\$0.25	Per Square Foot per trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
128	Residential Building Permit - Alteration, Change Out or Individual Trade	\$8.50-\$25.00	\$75.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
129	Residential Building Permit - Electrical or Gas Utility (optional)	\$30.00	\$75.00	Each Trade	Temporary Power or Mechanical	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
130	Residential Building Permit (Base) - Modular Unit & Dwelling Moved On (Base + Variable)	\$8.50-\$100.00	\$75.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
131	Residential Building Permit (Variable) - Modular Unit & Dwelling Moved On (Base + Variable)	\$10 +\$4 per add thousand	\$0.25	Per Square Foot		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
132	Residential Building Permit - Multi-Family Dwelling (units available for individual ownerships)	\$10 +\$4 per add thousand	\$450.00	Per Living Unit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
133	Residential Re-Inspection Fee	\$5.00	\$25.00	All Trades		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
134	Non-Residential Building Permit: Cost of Construction up to \$2,500	\$5 - \$10	\$150.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
135	Non-Residential Building Permit: Cost of Construction \$2,501 - \$7,500	\$10+\$4 per add thousand	\$200.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
136	Non-Residential Building Permit: Cost of Construction \$7,501 - \$15,000	\$10 +\$4 per add thousand	\$300.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
137	Non-Residential Building Permit: Cost of Construction \$15,001 - \$25,000	\$62+\$3 per add thousand	\$400.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
138	Non-Residential Building Permit: Cost of Construction \$25,001 - \$50,000	\$62+\$3 per add thousand	\$650.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
139	Non-Residential Building Permit: Cost of Construction \$50,001 - \$100,000	\$167+\$2.50 add thousand	\$1,300.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
140	Non-Residential Building Permit: Cost of Construction \$100,001 - \$200,000	\$292+\$2 add thousand	\$2,600.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
141	Non-Residential Building Permit: Cost of Construction \$200,001 - \$350,000	\$292+\$2 add thousand	\$4,000.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
142	Non-Residential Building Permit: Cost of Construction \$350,001 - \$500,000	\$292+\$2 add thousand	\$5,500.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
143	Non-Residential Building Permit: Cost of Construction \$500,001 - \$750,000	\$1092+\$1.50 add thousand	\$7,500.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
144	Non-Residential Building Permit (Base): Cost of Construction \$750,001 - \$1,000,000	\$1092+\$1.50 add thousand	\$9,500.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
145	Non-Residential Building Permit (Variable): Cost of Construction over \$1,000,000 (Base + Variable)	\$1092+\$1.50 add thousand	0.18%	All Cost over \$1,000,000	\$9,500 + 0.18% (.0018)	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
146	Application Plan Review Fee: Residential	\$0.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
147	Application Plan Review Fee: Non-Residential	\$0.00	\$300.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
148	Residential: Re-Review Plan or Change	\$0.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
149	Non-Residential: Re-Review Plan or Change	\$0.00	\$150.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
150	Residential: Re-Inspection Fee	\$5.00	\$50.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
151	Non-Residential: Re-Inspection Fee	\$5.00	\$75.00	Each Trade		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
152	Inspections Outside City Limits - Inside ETJ	\$45.00	\$150.00	Each	Per Request from owner/contractor	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
153	Residential Irrigation Fee (Permit Only)	\$0.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
154	Non-Residential: Irrigation Fee	\$0.00	\$150.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
155	Demolition Permit	\$10.00	\$150.00	Each	Performance Bond/cashiers check Required	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
156	Non-Residential: Temporary Electrical Power	\$30.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
157	Work Performed without Permit	Double Fee		Each	Double Fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
158	Record Retrieval	\$0.00	\$60.00	Each Request	Pulling closed files, plans and etc...	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
159	Replacement of Certificate of Occupancy Card	\$0.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
160	Re-stamp Previously Approved Plans	\$0.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
161	Permit Renewal of Expired Plans	\$0.00	0.25%	Each	.25% of original permit fee	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
162	Failure to Pick-up Permit within 60 days of Approval	\$0.00			Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
163	Refund Fee for Non-expired Permits	\$0.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
164	Refund Fee for Expired Permits	\$0.00			Forfeit Fees	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
165	Weekend/After Office Hours Inspection Fee	\$0.00	\$75.00	Per Hour	Minimum of 3 hours	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
166	Miscellaneous Inspection	\$0.00	\$75.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
167	Construction or Work Site Trailer	\$10.00	\$250.00	Per Trailer	Includes piers, tie-downs, steps, decks, electrical, plumbing, and mechanical	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
168	Minimum Inspection Miscellaneous Permit Fee	\$0.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
169	Builders & Mechanical Contractors (Plumbing, Electric, HVAC) Registration Fee	\$0.00	\$30.00	One time	Expiration or cancellation of license or insurance re-registration is \$30	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
170	Driveway Permit	\$10.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
171	Swimming Pool Permit	\$10+\$4 per add thousand	\$125.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
172	Tent Permit	\$10.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
173	Sign Permit (Base) up to 30 Square Feet	\$10+\$4 per add thousand	\$120.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
174	Sign Permit (Variable) over 30 Square Feet	\$10+\$4 per add thousand	\$4.00	Per Square Foot	Base + Variable (for each SF over 30 SF)	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
175	Sign Permit-Banner	\$10.00	\$10.00	Each	or \$100 per year for one banner sign per month	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9312
176	Sign Permit Promotional/Grand Opening	\$30.00	\$75.00	Each	Maximum Promotional 90 days; Grand Opening two weeks	Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-9313
177	Billboard/Off Premise advertising sign	\$0.00	\$500.00	Per Year		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
178	Cell Tower Permit	\$0.00	\$650.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
179	Co-location Antenna on Cell Tower Permit	\$0.00	\$100.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
180	Basic Electrical Rough-In or General Repairs Permit (up to 4 circuits)	\$8.50	\$20.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
181	Additional Electrical Rough-In or General Repairs Permit (5 – 16 circuits) (Basic + Additional)	\$1.00	\$2.00	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
182	Additional Electrical Rough-In or General Repairs Permit (More than 16 circuits) (Basic + Additional 1 + Additional 2)	\$0.75	\$1.50	Each Additional Circuit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
183	Restore/Repair Electrical Service Permit (100 amp)	\$7.00	\$17.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
184	Restore/Repair Electrical Service Permit (200 amp)	\$8.50	\$18.50	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
185	Restore/Repair Electrical Service Permit (400 amp)	\$12.50	\$22.50	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
186	Restore/Repair Electrical Service Permit (600 amp)	\$15.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
187	Restore/Repair Electrical Service Permit (Greater than 600 amp)	\$25.00	\$35.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
188	Other General Electrical Repair Permit	\$7.00	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
189	Electric Power Permit for Sign	\$8.50	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
190	Placement of Temporary Pole for Electrical Power Permit	\$5.00	\$15.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
191	Appeal Concerning Electrical Code Filing Fee	\$0.00	\$50.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
192	Plumbing Permit Water (Installation or Replacement of Fixtures, Water Heater, Foot Spa, and etc.... Including general repair of water system)	\$4.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
193	Plumbing Permit: Sewer Line or Tap	\$10.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
194	Plumbing Permit Gas (Basic) (up to 4 openings)	\$4.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
195	Plumbing Permit Gas (Additional) (Greater than 4 openings) (Basic + Additional)	\$0.50	\$1.00	Each (over 4)		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
196	Plumbing Permit Irrigation: PRZ installation	\$4.00	\$10.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
197	Plumbing Permit Irrigation (Basic) (1-5 heads)	\$4.00	\$8.00	Permit		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
198	Plumbing Permit Irrigation (Additional) (More than 5 heads) (Basic + Additional)	\$0.30	\$0.60	Each Additional Head		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
199	Plumbing Permit Miscellaneous (Backflow, Grease Trap, Sand/Oil Separator and etc....)	\$4.00	\$20.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
200	HVAC Permit: Residential Air Installation/Replacement	\$12.50	\$25.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
201	HVAC Permit: Commercial Air Installation/Replacement (Basic) (100 Tons or less) (Minimum \$25)	\$0.60	\$1.20	Per Ton		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
202	HVAC Permit: Commercial Air Installation/Replacement (Additional) (over 100 Tons) (Basic + Additional)	\$0.30	\$0.60	Per Ton over 100 Tons		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
203	HVAC Permit: Commercial Heat (33,000 - 165,000 BTU)	\$6.00	\$12.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
204	HVAC Permit: Commercial Heat (165,001 - 330,000 BTU)	\$12.00	\$24.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
205	HVAC Permit: Commercial Heat (330,001 - 1,165,000 BTU)	\$18.00	\$36.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
206	HVAC Permit: Commercial Heat (1,165,001 - 3,300,000 BTU)	\$30.00	\$60.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
207	HVAC Permit: Commercial Heat (over 3,300,000 BTU)	\$42.00	\$84.00	Each		Inspections Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3912
208	Library Membership Texarkana AR/TX Residents	\$0.00	\$0.00	Each		Library	600 West 3 rd Street	903-794-2149
209	Library Membership Non-Texarkana Resident	\$20.00	\$20.00	Annual Fee		Library	600 West 3 rd Street	903-794-2149
210	Library Overdue Fines (Books and Compact Discs)	\$0.25	\$0.25	Per Calendar Day	Up to the cost of the book or compact discs. Return stops the fine accumulation.	Library	600 West 3 rd Street	903-794-2149
211	Library Overdue Fines (Videos, DVD or Playaway)	\$2.00	\$2.00	Per Calendar Day	Until the return, up to the cost of the videos, DVD or Playaway	Library	600 West 3 rd Street	903-794-2149
212	Library card replacement	\$1.00	\$1.00	Per Replacement	Lost unexpired library card	Library	600 West 3 rd Street	903-794-2149
213	Library: Ear buds	\$1.00	\$1.00	Per Set		Library	600 West 3 rd Street	903-794-2149
214	Library: Memory Sticks (flash drive)	\$5.00	\$5.00	Per Drive		Library	600 West 3 rd Street	903-794-2149
215	Library Bag (Plastic)	\$0.50	\$0.50	Per Bag		Library	600 West 3 rd Street	903-794-2149
216	Library Bag (Canvas)	\$7.50	\$7.50	Per Bag		Library	600 West 3 rd Street	903-794-2149
217	Library: Use of Typewriter	\$0.50	\$0.50	Per 1/2 Hour		Library	600 West 3 rd Street	903-794-2149
218	Library: Case Replacement	\$1.00	\$1.00	Per Case		Library	600 West 3 rd Street	903-794-2149
219	Library: Due Date Card Replacement	\$1.00	\$1.00	Per Card		Library	600 West 3 rd Street	903-794-2149
220	Library: Photo copies (B&W)	\$0.15	\$0.15	Per Page		Library	600 West 3 rd Street	903-794-2149

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
221	Library: Photo copies (Color)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
222	Library: Texas Notary	\$1.00	\$1.00	Per Service		Library	600 West 3 rd Street	903-794-2149
223	Library: Fax Service Receiving	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
224	Library: Fax Service Sending (local)	\$0.25	\$0.25	Per Page		Library	600 West 3 rd Street	903-794-2149
225	Library: Fax Service Sending (long distance)	\$1.00	\$1.00	Per Page		Library	600 West 3 rd Street	903-794-2149
226	Library: Lamination				Inquire at Circulation Desk	Library	600 West 3 rd Street	903-794-2149
227	Library: David Nelson Meeting Room Rental	\$75.00	\$75.00	Per Rental	Non-Profit Organizations Exempt	Library	600 West 3 rd Street	903-794-2149
228	Municipal Court Technology Fees	\$4.00	\$4.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
229	Municipal Court Building Security Fees	\$3.00	\$3.00	Per Case		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
230	Municipal Court Warrant Fee	\$50.00	\$50.00	Per Warrant		Municipal Court	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3551
231	Park Pavilion Rental (Half Day)	\$10.00	\$15.00	Per Rental	8:00 AM - 2:45 PM or 3:00 PM to 10:00 PM	Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
232	Park Pavilion Rental (All Day)	\$20.00	\$25.00	Per Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
233	Ball Field Rental - Practice Game	\$15.00	\$20.00	Per Game		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
234	Ball Field Rental - Tournaments 1 Field	\$75.00	\$100.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
235	Ball Field Rental - Tournaments 2 Fields	\$150.00	\$175.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
236	Ball Field Rental - Tournaments 3 Fields	\$200.00	\$250.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
237	Ball Field Rental - Tournaments 4-5 Fields	\$250.00	\$300.00	Per Tournament		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
238	Collins Senior Center Activity Room	\$0.00	\$75.00	Per Event		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
239	Collins Senior Center Meeting Room	\$0.00	\$25.00	Each Rental		Parks, Recreation and Community Health	3222 W. 7th Street	903-798-3978
240	Southwest Center Multipurpose Room (GYM) Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
241	Southwest Center Multipurpose Room (GYM) Rental	\$150.00	\$150.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
242	Southwest Center Multipurpose Room (GYM) Rental	\$250.00	\$275.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
243	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
244	Southwest Center ABC Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
245	Southwest Center ABC Room Rental	\$75.00	\$75.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
246	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
247	Southwest Center Game/Activity Room Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
248	Southwest Center Game/Activity Room Rental	\$50.00	\$50.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
249	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
250	Southwest Center Room A Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
251	Southwest Center Room A Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
252	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
253	Southwest Center Room B Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
254	Southwest Center Room B Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
255	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
256	Southwest Center Room C Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
257	Southwest Center Room C Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978
258	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 1 Users	Southwest Center	3222 W. 7th Street	903-798-3978
259	Southwest Center Room D Rental	\$0.00	\$0.00	Each Rental	Group 2 Users	Southwest Center	3222 W. 7th Street	903-798-3978
260	Southwest Center Room D Rental	\$25.00	\$25.00	Each Rental	Group 3 Users	Southwest Center	3222 W. 7th Street	903-798-3978

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
261	Application for Zoning Change (Base Fee) (Base + Variable)	\$90.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
262	Application for Specific Use Permit (Base Fee) (Base + Variable)	\$90.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
263	Application for Site Plan approval (Base Fee) (Base + Variable)	\$90.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
264	Application for Site Plan Amendments (Base Fee) (Base + Variable)	\$90.00	\$250.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
265	Specific Use Permit Renewal (Base Fee) (Base + Variable)	\$90.00	\$100.00	Per Permit		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
266	Application fee for Amendment to Zoning Ordinance	\$0.00	\$250.00	Per Amendment		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
267	Variances Requests (ZBA)(Base Fee) (Base + Variable)	\$60.00	\$150.00	Per Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
268	Historic District Certificate of Appropriateness	\$0.00	\$75.00	Per Applicant		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
269	Subdivision Plats – preliminary (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
270	Subdivision Plats – final (Base Fee) (Base + Variable Deposit)	\$0.00	\$200.00	Per Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
271	Subdivision Plats – re-approval (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	Per Re-approval		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
272	Subdivision Replats (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	Per Replat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
273	Subdivision Plat – amendments (Base Fee) (Base + Variable Deposit)	\$0.00	\$100.00	Per Amendment		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
274	Subdivision Minor Plats (Base Fee) (Base + Variable Deposit)	\$0.00	\$50.00	Per Minor Plat		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
275	Deposit for Variable Fees	\$0.00	\$200.00	Per Application	(Variable costs include the costs such as advertising, mailing notices, sign manufacturing and posting and etc...) Unused deposit will be returned to petitioner once the final decision is rendered. If variable costs exceed the deposit amount the difference is required to be paid in full prior to issuance of the permit or other required document	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
276	Zoning Verification Document	\$0.00	\$25.00	Each		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
277	Voluntary Annexation Application Fee	\$0.00	\$500.00	Each Application		Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
278	Street Name Change Application Fee	\$0.00	\$500.00	Per request	Additional cost for new signage	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
279	Street Closed ROW Abandoned Application Fee	\$0.00	\$2,000.00	Per request	Quit claim deeds and any legal work will be applicant's responsibility	Public Works Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3948
280	Utility Easement Abandonment Application Fee	\$0.00	\$500.00	Per request	Quit claim deeds and any legal work will be applicant's responsibility	Planning and Community Development Department	City Hall – Municipal Building – 220 Texas Boulevard	903-798-3945
281	Central Records and Communications	\$10.00	\$10.00	Per Copy or 911 Recording		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
282	Police: Accident Report	\$5.00	\$5.00	Copy of Report	Front and back pages	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
283	Police: Offense Report	\$5.00	\$5.00	Copy of Report	Front page only	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
284	Police: Criminal History	\$10.00	\$10.00	Each	Must show two forms of ID	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
285	Police: Certification of any Report	\$5.00	\$5.00	Each	Added to the cost of the report	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3181
286	Burglar Alarm Permits – Residential	\$20.00	\$35.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
287	Burglar Alarm Permits – Commercial	\$20.00	\$75.00	Annual Permit		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
288	Burglar Alarm Permits -- late renewal (30 days or less late)	\$20.00	\$20.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
289	Burglar Alarm Permits -- late renewal (more than 30 days late)	\$20.00	\$40.00	Each System		Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
290	False Alarm Fees	\$50.00	\$50.00	Each alarm	Per alarm after 6 alarms in any 12 month period	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
291	Wrecker Permits	\$20.00	\$20.00	Per wrecker	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
292	Vehicle Storage Facility	\$50.00	\$50.00	Per facility	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116

Item Number	SERVICE/PERMIT	CURRENT RATE	FY15 RATE	PER UNIT	OTHER INFORMATION	OFFICE	LOCATION	TELEPHONE
293	Taxi Permits	\$40.00	\$40.00	Per taxicab	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
294	Sexually Oriented Business	\$400.00	\$400.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
295	Youth Club/Dance Hall Permit	\$100.00	\$100.00	Per business	Annual fee	Police Department	Bi-State Justice Building 100 North State Line Avenue at Broad Street	903-798-3116
296	Water Service Connection	\$10.00	\$10.00	Each	Water Service Initiation	TWU	801 Wood Street	903-798-3800
297	Water Meter Disconnect	\$10.00	\$10.00	Each	Discontinue Service	TWU	801 Wood Street	903-798-3800
298	Water Service Transfer	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
299	Late Service Charge – Non-Payment	10%	10%	On billed amount	If not paid by Due Date	TWU	801 Wood Street	903-798-3800
300	After Hours Service Call to reinstate water service	\$25.00	\$25.00	Each		TWU	801 Wood Street	903-798-3800
301	Non Payment Service Charge	\$20.00	\$35.00	Each	if not paid by disconnect date	TWU	801 Wood Street	903-798-3800
302	Water meter reread initiated by Customer	\$10.00	\$10.00	Each	No charge if initiated by TWU	TWU	801 Wood Street	903-798-3800
303	Water meter testing initiated by Customer	\$30.00	\$30.00	Each	Meters two inches & smaller	TWU	801 Wood Street	903-798-3800
304	Water meter testing initiated by Customer	Cost Plus 10%	\$150-Cost Plus 10%	Each	Meters larger than two inches	TWU	801 Wood Street	903-798-3800
305	Water meter Tampering	\$35.00	\$35.00	Each		TWU	801 Wood Street	903-798-3800
306	Unauthorized Water Connection Inserted	\$35.00	\$35.00	Each		TWU	801 Wood Street	903-798-3800
307	Water meter Fees – 5/8" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
308	Water meter Fees – 1" meter	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
309	Water: Single Register 2" (irrigation)	Cost	Cost	Each		TWU	801 Wood Street	903-798-3800
310	Inspection/Tapping Fee for Water Main	\$25.00	\$25.00	Each		TWU	801 Wood Street	903-798-3800
311	Bacteriological testing of water samples	\$20.00	\$20.00	Each		TWU	801 Wood Street	903-798-3800
312	Sanitary Sewer Availability Fee	\$0.00	\$25.00	Monthly	Non-Connection when Sewer Connection is available to the property	TWU	801 Wood Street	903-798-3800
313	Sewer Surcharge -- Excessive Strength Wastes	\$0.10	\$0.10	TSS per pound		TWU	801 Wood Street	903-798-3800
314	Sewer Surcharge -- Excessive Strength Wastes	\$0.25	\$0.25	BOD per pound		TWU	801 Wood Street	903-798-3800
315	Industrial Wastewater Discharge Permit	\$300.00	\$300.00		Significant Discharger	TWU	801 Wood Street	903-798-3800
316	Industrial Wastewater Discharge Permit	\$200.00	\$200.00		Minor Discharger	TWU	801 Wood Street	903-798-3800
317	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Commercial Discharger	TWU	801 Wood Street	903-798-3800
318	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Intermittent Discharger	TWU	801 Wood Street	903-798-3800
319	Industrial Wastewater Discharge Permit	\$100.00	\$100.00		Transported Discharger	TWU	801 Wood Street	903-798-3800
320	Industrial Wastewater Discharge Permit	\$50.00	\$50.00		Non-Discharge	TWU	801 Wood Street	903-798-3800
321	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
322	Temporary Wastewater Discharge Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
323	Metered Discharge Treatment	\$0.05	\$0.05	Per Gallon		TWU	801 Wood Street	903-798-3800
324	Liquid Waste Transport Permit	\$50.00	\$50.00			TWU	801 Wood Street	903-798-3800
325	Septic Waste Dumping	\$35.00	\$50.00	Per 1,000 Gallons	Per Volume of Tank	TWU	801 Wood Street	903-798-3800
326	Delivery of Non-Domestic Waste to POTW Treatment Plant	\$0.10	\$0.10	Per Gallon		TWU	801 Wood Street	903-798-3800
327	Septic Waste Manifest Books	\$12.00	\$12.00	Each		TWU	801 Wood Street	903-798-3800
328	Non-Residential Backflow Prevention Assembly Device	\$50.00	\$50.00	Per Year		TWU	801 Wood Street	903-798-3800
329	Backflow Assembly Text Booklet	\$6.00	\$6.00	Each		TWU	801 Wood Street	903-798-3800
330	Sales: Screened Compost	\$10.00	\$10.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
331	Sales: Screened Compost	\$2.00	\$2.00	Per bag (1-Cubic Foot)		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860
332	Sales: Unscreened Compost	\$5.00	\$5.00	Per Cubic Yard		South Regional Wastewater Treatment Plant	4000 South State Line Ave	903-798-3860

[illegible]

City of Texarkana, Texas

Version: C

Update Date: 8/21/2014 3:01 PM

Briefing Sheet

Lead Department: Parks, Recreation & Health **Action Officer:** Pam Burns, Municipal Clerk
Resolution No. 2014-103 approving and authorizing the City Manager to
execute a contract between the City of Texarkana, Texas, on behalf of the
Texarkana-Bowie County Family Health Center and the Women's Health and
Family Planning Association of Texas (WHFPT) to provide Funding for the
Subject: Title X Family Planning Services for eligible clients.

Briefing: 8/25/2014 **Public Hearing:** **Second Briefing:** **Council Vote:** 8/25/2014

Item Schedule

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Texarkana-Bowie County Family Health Center will provide Title X Family Planning services for eligible clients under a contract arrangement with Women's Health and Family Planning Association of Texas (WHFPT). The contract term is March 31, 2014 - March 30, 2015 and is for an amount of \$91,785.

The contract was delayed by the Women's Health and Family Planning Association in Austin. We have just received this contract in the last week.

Potential Options: None

Fiscal Implications:

Receipt of grant funds of \$91,785 to provide health and human services for the clients of the Texarkana-Bowie County Health Center.

Staff Recommendation:

Staff recommends the approval and authorization of this contract in order to provide service to the Texarkana-Bowie County citizens.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

- a. Goals and Perspectives (DOCX)
- b. 2014-103 WHFPT Contract - Exhibit "A" (PDF)
- c. 2014-103 Family Planning WHFPT (DOCX)
- d. Reso. 2014-103 signed (PDF)

Staff Coordination

Parks, Recreation & Health	Completed	Cheryl Haff	Department Head Review	
		08/18/2014 11:11 AM		
Finance Department	Charlie Bassett	Finance Review	Completed	08/19/2014
Parks, Recreation & Health		Robby Robertson	Review	Completed
Public Information Officer		Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	08/19/2014
City Council	Jennifer Evans	Meeting	Completed	09/09/2014

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:

Funds to continue better women's health in the community.

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:

WHFPT - SUB-RECIPIENT CONTRACT

THIS AGREEMENT (this “Agreement”) is effective this 31st day of March 2014, by and between The Women’s Health and Family Planning Association of Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas (“WHFPT”), and Texarkana-Bowie County Family Health Center, a nonprofit corporation with its principal office located at 902 W. 12th St, Texarkana, TX, 75501, Employer Identification No. 75-6000689.

RECITALS

WHEREAS, WHFPT has been awarded a grant from the U.S. Department of Health and Human Services (hereinafter referred to as “DHHS”) pursuant to the provisions of the Public Health Service Act (42 U.S.C. 201, et seq.) (hereinafter referred to as the “Act”) to manage a program entitled “The Family Planning Project” (the “Project”) involving the provision of family planning services in the State of Texas.

WHEREAS, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, and educational services in the area of family planning.

WHEREAS, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical, counseling, and educational activities in the area of family planning (the “Project Services”), financed in whole or in part of grant awards pursuant to the Act (a “Grant Award”) in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals and policies/procedures and standard statements of WHFPT.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of **12** months commencing on March 31, 2014 until March 30, 2015, unless earlier terminated as provided elsewhere herein upon delivery of written notice by WHFPT to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

ARTICLE II SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to **1,450** unduplicated patients during the term. In the event that Sub-recipient provides Project Services to the minimum number of unduplicated patients prior to the end of the Agreement year, Sub-recipient shall nonetheless continue to provide Project Services through the end of the Term.

Section 2.2 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) Sub-recipient shall at all times during the Term be enrolled as a Medicaid provider and shall remain eligible to treat beneficiaries of Medicaid programs.
- (b) Sub-recipient shall provide, either directly or through referral, all FDA approved methods of contraception, including natural family planning.
- (c) Sub-recipient shall provide confidential services to all patients, including adolescents.
- (d) Sub-recipient shall provide services strictly on a voluntary basis, without coercion.
- (e) Sub-recipient shall provide all services in a manner which respects the individual patient's privacy and dignity.
- (f) Sub-recipient shall provide services without regard to religion, race, color, national origin, disabling condition, sexual orientation, age, sex, number of pregnancies, ability to pay, or marital status, and without the imposition of residence or referral requirements.
- (g) Sub-recipient shall ensure all persons freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected.
- (h) Sub-recipient shall obtain sufficient informed consent from all patients.
- (i) Sub-recipient shall ensure that priority in the provision of services will be given to persons from low-income families (as defined below) and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Federal Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable DHHS Regulations. Any charge made for services hereunder shall be made in compliance with DHHS Regulations and the WHFPT Policy on Patient Fee Charges. Sub-recipient will submit to WHFPT on an annual basis, its fee schedule, and policies and procedures, related to patient fees.
- (j) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.
- (k) Sub-recipient shall develop, manage and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act (hereafter

“DHHS Regulations”), applicable DHHS policies, procedures, conditions, and standards, as amended from time to time; and all WHFPT policies, standards and guidelines, including, but not limited to the following: Program Guidelines for Project Grants for Family Planning Services through September 30, 2014; Effective October 1, 2014, the new Title X Program Requirements and Quality Family Planning Services (QFP); 42 USC §256b, as applicable (340B drug pricing agreements); 45 CFR Part 74 or Part 92, as applicable; OMB A-133 (Single Audits); OMB A-110 (Administrative requirements – Non-Profits & Hospitals); OMB A-122 (Cost Principles – Non-Profits); OMB- Common Rule (Admin – Governmental); OMB A-87 (Cost Principles – Governmental); 25 TAC Chapter 39 Subchapter B (Texas Women’s Health Program rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and WHFPT Policy and Procedure Manual, all as amended from time to time. In addition, Sub-recipients Project shall conform to WHFPT’s Medical Standards (hereinafter the “Medical Standards”).

(l) Sub-recipient shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(m) Sub-recipient shall provide unbiased and neutral counseling for women who have a positive pregnancy test. The counseling must include information about access to prenatal care, adoption services, and pregnancy termination services.

(n) Sub-recipient shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services and to promote continuing participation in the Project by persons to whom family planning services may reasonably be expected to be beneficial. All informational or educational material developed by Sub-recipient for use in connection with the Project shall be in accord with the guidelines as reviewed and approved by the Education Committee established by WHFPT.

(o) Sub-recipient shall provide orientation and in-service training for each of its personnel providing Project Services.

(p) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(q) Sub-recipient shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in WHFPT’s quality assurance program. Sub-recipient must provide a standard of care that conforms, at a minimum, to standards of practice established by DHHS and WHFPT, through, among other things, the employment of qualified personnel and the provision of safe, effective services, which meet the needs of the community, and through a program that allows for on-going monitoring and evaluation of services.

(r) Sub-recipient shall coordinate and provide referral arrangements with other providers of healthcare and social services.

(s) Sub-recipient shall provide accurate and timely information on the patients served and services provided through WHFPT central data processing agreement with Ahlers and Associates.

(t) Sub-recipient shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(u) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from using any Title X Project resources to perform or promote such procedures.

SCOPE OF WORK BY WHFPT

Section 2.3 WHFPT shall advise Sub-recipients of all pertinent changes in federal requirements and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 2.4 WHFPT shall monitor programmatic and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services, and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on WHFPT's findings.

Section 2.5 Based on information obtained as a result of WHFPT program staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and patient data, WHFPT may recommend appropriate technical assistance and/or training. WHFPT shall work with Sub-recipient to obtain required and/or requested technical assistance/or training at no or minimal cost to the Sub-recipient.

Section 2.6 WHFPT staff shall be available during normal business hours to Sub-recipient on an ongoing basis to discuss policy and other questions related to the Project and the Project Services.

ARTICLE III COMPENSATION

Section 3.1

(a) The amount of Title X (Federal CFDA Number 93.217) grant funds to be paid to the Sub-recipient by WHFPT pursuant to this Agreement is **\$91,785.00** (the “Base Amount”) in the aggregate, the parties acknowledge and agree that all payments made by WHFPT to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 3.1(c) below.

(b) WHFPT shall remit the Base Amount to Sub-recipient in equal monthly installments. Payment shall be made no later than the 15th of every calendar month during the term of this Agreement. WHFPT’s obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to WHFPT of grant funds by DHHS for the Project with respect to the relevant portion of the Term. To the extent such grant funds are not disbursed, then WHFPT’s obligation to pay the Base Amount shall be deferred until such grants funds are received.

(c) From time to time, WHFPT will administer Special Funds to Sub-recipient agencies. WHFPT will inform Sub-recipient agency of the specific policies and procedures to access each fund. All clients benefitting from these funds must be documented to WHFPT’s centralized data collection system. WHFPT is providing these funds to the Sub-recipient agency in lieu of cash and in addition to the Base Amount.

(d) It shall be a condition precedent to Sub-recipient’s right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all program and/or fiscal reports required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by WHFPT in its sole discretion.

(e) The funds described in Section 3.1(a) will be earned by the Sub-recipient by providing family planning services to 1,450 unduplicated patients (the “Patient Quota”) during the term of this Agreement. The definition of a family planning patient is described in the definitions for the completion of the DHHS, Title X Family Planning Annual Report – (FPAR) attached to this Agreement. Each patient will be counted at their first visit during the term of this Agreement and will earn **\$63.30** (the “Per Patient Rate”) toward the satisfaction of the Base Amount.

Section 3.2 Annual Reconciliation.

(a) Annual Reconciliation: The cutoff date to accept patient data is Sixty (60) days from the end of the contract term (March 30). Reconciliation will be completed within Ninety (90) days from the end of the contract term.

(b) Should the Sub-recipient fail to earn the Base Amount, based on the number of patients served during the term of the agreement, multiplied by the Per Patient Rate, WHFPT will set up an accounts receivable for the amount the Sub-recipient has under earned. Should the Sub-recipient serve more patients than the number of patients

contained in this Agreement, multiplied by the Per Patient Rate, WHFPT will establish an accounts payable to the Sub-recipient for the amount the Sub-recipient has over earned. WHFPT will pay all or part of this payable, based on the availability of funds.

(c) If there is an accounts receivable and the Agreement is terminated and WHFPT and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to WHFPT the entire account receivable in a single lump sum amount promptly, and in any event within fifteen (15) days, after the date WHFPT's written determination pursuant to Section 3.2(b) of this Agreement.

Section 3.3 All amounts paid by WHFPT to the Sub-recipient, which are subsequently found to be unallowable under the Act, DHHS regulations, shall be refunded by the Sub-recipient to WHFPT promptly after written notice is delivered.

Section 3.4 The collection and use of income from the Project shall comply with DHHS Regulations and WHFPT Policies and Procedures. Sub-recipients shall report all such income to WHFPT as part of the Table 14 of the Family Planning Annual Report ("FPAR").

ARTICLE IV REPORTING AND RETENTION OF RECORDS

Section 4.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and program income funds.

Section 4.2 If the Sub-recipient provides abortion services, these accounting records must demonstrate a financial separation between the Project and any abortion services provided by the Sub-recipient as determined by WHFPT in its sole discretion. Sub-recipient shall deliver within 30 days of the end of this Agreement, a certificate executed by a duly authorized officer of Sub-recipient certifying that no portion of the Grant Award was used (directly or indirectly) in connection with any abortion services provided by the Sub-recipient.

Section 4.3 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to WHFPT to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal Regulations. Such audit shall further be conducted in accordance with the applicable OMB Circular, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to WHFPT. A copy of the completed audit report shall be forwarded to WHFPT within 90 days of the completion of the audit.

Section 4.4 Sub-recipient shall provide to WHFPT a completed Table 14 of the FPAR, no later than January 30 of each calendar year, based on instructions provided by WHFPT and in compliance with FPAR definitions. Sub-recipient shall, at WHFPT's request, make all Project, medical, and financial records available for review by WHFPT, or DHHS. Confidentiality and security of patient identification data shall be maintained by both parties and their respective representatives and agents.

Section 4.5 Sub-recipient must report all family planning services under the Project to the WHFPT centralized data system in a format and on a schedule approved by WHFPT and WHFPT's third party data contractor.

Section 4.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the provision of Project Services for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 4.7 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

ARTICLE V GENERAL TERMS AND CONDITIONS

Section 5.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of WHFPT, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 5.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent and copyrights to WHFPT.

Section 5.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 5.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 5.5 Sub-recipient shall procure and maintain for the Term of this Agreement fire and extended coverage insurance covering all property owned or controlled by Sub-recipient in an amount not less than its full insurable value. Sub-recipient shall procure and maintain public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for healthcare injury or wrongful death to one person, and One Million Dollars (\$1,000,000) in aggregate for all healthcare liability claims occurring in an insurance policy year, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property. WHFPT shall be named as an additional insured under such all such policies.

Section 5.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollars (\$250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollars (\$250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollars (\$500,000) non-economic damages cap.

Section 5.7

(a) Sub-recipient shall indemnify, defend and hold harmless WHFPT and its Related Persons (collectively, the “WHFPT Indemnitees”) for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys’ fees and associated expenses), (collectively, “Losses”) incurred or suffered by the WHFPT Indemnitees based upon, arising out of, or resulting from (i) the provision of Project Services or other activities by Sub-recipient, (ii) the actions of Sub-recipient pursuant to this Agreement or (iii) any claims, investigations, audits, reviews, requests for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Losses are not caused by a breach by WHFPT of its obligations under this Agreement. “Related Persons” means agents, officers, employees, directors of a person, and their respective affiliates.

(b) WHFPT shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively, the “Sub-recipient Indemnitees”) for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from WHFPT’s or its Related Persons’ material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, WHFPT shall not be liable for any Losses caused by its arising out of or related to this Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of the WHFPT and/or its Related Person.

(d) The maximum amount of indemnifiable Losses pursuant to Sections 5.7(a) and (b) shall equal all amounts paid by WHFPT to Sub-recipient pursuant to this Agreement.

Section 5.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by WHFPT in accordance with DHHS Regulations and procedures. For purposes of this Agreement, the term “equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

Section 5.9 Sub-recipient shall give prompt notice to WHFPT of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient’s assets or operations.

Section 5.10 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of DHHS’ “Certification Regarding Lobbying”, which provides that no federal appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

ARTICLE VI TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS

Section 6.1 This Agreement shall terminate automatically if the Title X Grant to WHFPT, or any portion of such Grant designated by WHFPT for Sub-recipients Project, is transferred to another entity, suspended or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of WHFPT.

Section 6.2 This Agreement may be terminated by WHFPT (a) without notice upon Sub-recipient’s loss or suspension of its Medicaid provider number, and/or Sub-recipient’s restriction from treating beneficiaries of Medicaid programs or (b) upon thirty (30) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 6.3 In lieu of termination, WHFPT may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of WHFPT. If the noncompliance is not cured to WHFPT’s satisfaction at the end of such specified period, WHFPT may suspend payments to Sub-recipient under this Agreement. WHFPT may also immediately suspend payments as a result of Sub-recipient’s noncompliance at WHFPT’s sole discretion. When Sub-recipient’s noncompliance has been corrected to the satisfaction of WHFPT, payments under this Agreement shall be reinstated.

Section 6.4 This Agreement may be terminated by Sub-recipient upon thirty (30) days prior written notice to WHFPT in the event that:

- (a) WHFPT breaches any material provision of this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 6.5 This Agreement may be terminated at any time by the mutual agreement of both Sub-recipient and WHFPT.

Section 6.6 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for: (a) obligations accrued for Project Services provided to unduplicated patients prior to the date of termination, and (b) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Program Manager. WHFPT's Program Manager who will serve as the Sub-recipient's initial point of contact is designated as:

Name: Tracy Ayrhart
Contact Information: Tracy.Ayrhart@whfpt.org
855-498-8888

Section 7.2 Notices. All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

- (a) If to WHFPT:
1114 Lost Creek Boulevard, Suite 110
Austin, Texas 78746
- If to Sub-recipient:
Texarkana-Bowie County Family Health Center
902 W. 12th St, Texarkana, TX, 75501

or to such other address as either party shall specify to the other by advance written notice.

- (b) Designated Officials.
- (c) The Sub-recipient appoints _____ [Name of Representative] as its designated agent for administering its obligations under this Agreement.

(d) WHFPT appoints Chief Executive Officer Fran Hagerty as its designated agent for administering WHFPT's obligations under this Agreement.

(e) The individuals designated above are designated for the purpose of notice and convenience, and under no circumstance shall either person identified be held personally or individually liable, or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by WHFPT or Sub-recipient.

(f) The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(i) All decisions rendered pursuant to termination herein.

(ii) All actions for breach of this Agreement or noncompliance brought by either WHFPT or Sub-recipient.

(iii) All other actions or claims asserted by WHFPT arising from management or administration of the Project by Sub-recipient.

(iv) All other actions or claims asserted by Sub-recipient arising from WHFPT's management or administration of the Title X Grant.

(g) The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Texas Arbitration Act, and that each party shall bear its own costs arising from the arbitration proceedings.

(h) This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

(i) Except as may be herein provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns; provided, however, that Sub-recipient may not assign this Agreement (or any provision thereof) or delegate any duties hereunder without the prior written consent of the other party.

(j) Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only

to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

(k) Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to “including,” “includes”, and similar words shall be deemed to mean “including, without limitation”.

(l) Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as WHFPT may deem necessary or desirable to effectuate the purposes of this Agreement.

(m) This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

(n) Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payor, or any other federal, state, or local government, or agency passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

(o) With respect to the subject matter herein, this Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

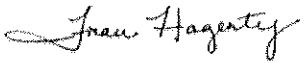
(p) For auditing purposes, the current fiscal year of WHFPT is from March 31 through March 30. The current fiscal year of the Sub-recipient agency is from October 1 through September 30.

[Remainder of page intentionally blank. Signature page follows.]

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first above written.

**Women's Health and Family Planning
Association of Texas**

Sub-recipient

By: 
Printed Name: Fran Hagerty
Title: CEO
Date: March 31, 2014

By:
Printed Name:
Title:
Date:

Attachment: 2014-103 WHFPT Contract - Exhibit "A" (1172 : 2014-103 WHFPT/Title X Family Planning Services)

RESOLUTION NO. 2014-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT, BETWEEN THE CITY OF TEXARKANA, TEXAS, ON BEHALF OF THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH CENTER (CONTRACTOR) AND WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) TO PROVIDE FUNDING FOR THE TITLE X FAMILY PLANNING SERVICES FOR ELIGIBLE CLIENTS PROVIDED AT THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH CENTER FOR THE TERM MARCH 31, 2014 THROUGH MARCH 30, 2015; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That a Contract, between the City of Texarkana, Texas, as Authorized Contracting Public Entity, on behalf of the Texarkana-Bowie County Family Health Center (Contractor), and Women's Health and Family Planning Association of Texas (WHFPT) to provide funding for the Title X Family Planning Services eligible clients at the Texarkana-Bowie County Family Health Center, for the term March 31, 2014 through March 30, 2015, a copy of which is attached hereto as Exhibit "A," is hereby approved.

SECTION 2: That the City Manager is hereby authorized to execute said Contract, on behalf of the Texarkana-Bowie County Family Health Center, to provide funding for the Title X Family Planning Services for eligible clients provided at the Texarkana-Bowie County Family Health Center.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2014-103 Family Planning WHFPT [Revision 3] (1172 : 2014-103 WHFPT/Title X Family Planning Services)

RESOLUTION NO. 2014-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT, BETWEEN THE CITY OF TEXARKANA, TEXAS, ON BEHALF OF THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH CENTER (CONTRACTOR) AND WOMEN'S HEALTH AND FAMILY PLANNING ASSOCIATION OF TEXAS (WHFPT) TO PROVIDE FUNDING FOR THE TITLE X FAMILY PLANNING SERVICES FOR ELIGIBLE CLIENTS PROVIDED AT THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH CENTER FOR THE TERM MARCH 31, 2014 THROUGH MARCH 30, 2015; AND ESTABLISHING AN EFFECTIVE DATE.

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

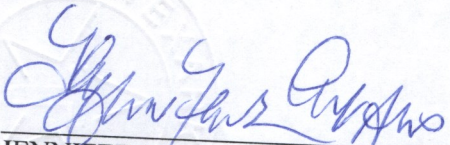
SECTION 1: That a Contract, between the City of Texarkana, Texas, as Authorized Contracting Public Entity, on behalf of the Texarkana-Bowie County Family Health Center (Contractor), and Women's Health and Family Planning Association of Texas (WHFPT) to provide funding for the Title X Family Planning Services eligible clients at the Texarkana-Bowie County Family Health Center, for the term March 31, 2014 through March 30, 2015, a copy of which is attached hereto as Exhibit "A," is hereby approved.

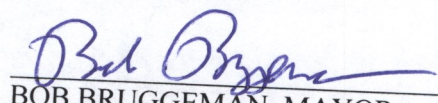
SECTION 2: That the City Manager is hereby authorized to execute said Contract, on behalf of the Texarkana-Bowie County Family Health Center, to provide funding for the Title X Family Planning Services for eligible clients provided at the Texarkana-Bowie County Family Health Center.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:26 p.m.

Attachment: Reso. 2014-103 signed (1172 : 2014-103 WHFPT/Title X Family Planning Services)

WHFPT - SUB-RECIPIENT CONTRACT

THIS AGREEMENT (this "Agreement") is effective this 31st day of March 2014, by and between The Women's Health and Family Planning Association of Texas, a Texas nonprofit corporation, with its principal offices located in Austin, Texas ("WHFPT"), and Texarkana-Bowie County Family Health Center, a nonprofit corporation with its principal office located at 902 W. 12th St, Texarkana, TX, 75501, Employer Identification No. 75-6000689.

RECITALS

WHEREAS, WHFPT has been awarded a grant from the U.S. Department of Health and Human Services (hereinafter referred to as "DHHS") pursuant to the provisions of the Public Health Service Act (42 U.S.C. 201, et seq.) (hereinafter referred to as the "Act") to manage a program entitled "The Family Planning Project" (the "Project") involving the provision of family planning services in the State of Texas.

WHEREAS, the Sub-recipient has been and is engaged in providing the public with qualified medical, counseling, and educational services in the area of family planning.

WHEREAS, the Sub-recipient has agreed to provide directly to the public certain services related to the Project, defined for purposes of this Agreement as medical, counseling, and educational activities in the area of family planning (the "Project Services"), financed in whole or in part of grant awards pursuant to the Act (a "Grant Award") in accordance with the Act and the regulations promulgated thereunder, and in cooperation with and in accordance with the goals and policies/procedures and standard statements of WHFPT.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and representations set forth herein and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I TERM OF AGREEMENT

Section 1.1 This Agreement shall be in effect for a term of **12** months commencing on March 31, 2014 until March 30, 2015, unless earlier terminated as provided elsewhere herein upon delivery of written notice by WHFPT to Sub-recipient not less than ten (10) days prior to the expiration of the term of the agreement.

ARTICLE II SCOPE OF WORK OF SUB-RECIPIENT

Section 2.1 Sub-recipient shall provide Project Services to **1,450** unduplicated patients during the term. In the event that Sub-recipient provides Project Services to the minimum number of unduplicated patients prior to the end of the Agreement year, Sub-recipient shall nonetheless continue to provide Project Services through the end of the Term.

Section 2.2 Sub-recipient will implement, manage, and conduct the Project under this Agreement according to the following terms and conditions:

- (a) Sub-recipient shall at all times during the Term be enrolled as a Medicaid provider and shall remain eligible to treat beneficiaries of Medicaid programs.
- (b) Sub-recipient shall provide, either directly or through referral, all FDA approved methods of contraception, including natural family planning.
- (c) Sub-recipient shall provide confidential services to all patients, including adolescents.
- (d) Sub-recipient shall provide services strictly on a voluntary basis, without coercion.
- (e) Sub-recipient shall provide all services in a manner which respects the individual patient's privacy and dignity.
- (f) Sub-recipient shall provide services without regard to religion, race, color, national origin, disabling condition, sexual orientation, age, sex, number of pregnancies, ability to pay, or marital status, and without the imposition of residence or referral requirements.
- (g) Sub-recipient shall ensure all persons freedom of choice of contraceptive methods as long as there are no medical contraindications to the method selected.
- (h) Sub-recipient shall obtain sufficient informed consent from all patients.
- (i) Sub-recipient shall ensure that priority in the provision of services will be given to persons from low-income families (as defined below) and that no charge will be made for services provided to any person from a low-income family, except to the extent that payment is made by a third party which is authorized to or is under a legal obligation to pay such charge. For purposes of this Agreement, "low-income family" is defined as a social unit comprised of one or more individuals living together as a household whose total annual income does not exceed one hundred percent (100%) of the current Federal Poverty Guidelines, issued pursuant to 42 U.S.C. §9902(2), unless otherwise defined by applicable DHHS Regulations. Any charge made for services hereunder shall be made in compliance with DHHS Regulations and the WHFPT Policy on Patient Fee Charges. Sub-recipient will submit to WHFPT on an annual basis, its fee schedule, and policies and procedures, related to patient fees.
- (j) Sub-recipient shall submit invoices for services, and diligently pursue payment, without application of any discounts, from all third party payers which are authorized or under a legal or contractual obligation to reimburse Sub-recipient for services rendered.
- (k) Sub-recipient shall develop, manage and conduct the Project and provide Project Services related to family planning in compliance with the requirements of the Act, all regulations promulgated and/or amended by DHHS under the Act (hereafter

“DHHS Regulations”), applicable DHHS policies, procedures, conditions, and standards, as amended from time to time; and all WHFPT policies, standards and guidelines, including, but not limited to the following: Program Guidelines for Project Grants for Family Planning Services through September 30, 2014; Effective October 1, 2014, the new Title X Program Requirements and Quality Family Planning Services (QFP); 42 USC §256b, as applicable (340B drug pricing agreements); 45 CFR Part 74 or Part 92, as applicable; OMB A-133 (Single Audits); OMB A-110 (Administrative requirements – Non-Profits & Hospitals); OMB A-122 (Cost Principles – Non-Profits); OMB- Common Rule (Admin – Governmental); OMB A-87 (Cost Principles – Governmental); 25 TAC Chapter 39 Subchapter B (Texas Women’s Health Program rules); 1 TAC Chapter 371, Subchapter G, as applicable (Medicaid program integrity rules); the Texas Medicaid Providers and Procedures Manual, as applicable; and WHFPT Policy and Procedure Manual, all as amended from time to time. In addition, Sub-recipients Project shall conform to WHFPT’s Medical Standards (hereinafter the “Medical Standards”).

(l) Sub-recipient shall provide social services related to family planning, including counseling and referral to other social and medical service agencies, and any ancillary services which may be necessary to facilitate Project Services.

(m) Sub-recipient shall provide unbiased and neutral counseling for women who have a positive pregnancy test. The counseling must include information about access to prenatal care, adoption services, and pregnancy termination services.

(n) Sub-recipient shall provide informational and educational programs designed to achieve community understanding of the objectives of the Project, to inform the community of the availability of Project Services and to promote continuing participation in the Project by persons to whom family planning services may reasonably be expected to be beneficial. All informational or educational material developed by Sub-recipient for use in connection with the Project shall be in accord with the guidelines as reviewed and approved by the Education Committee established by WHFPT.

(o) Sub-recipient shall provide orientation and in-service training for each of its personnel providing Project Services.

(p) Sub-recipient shall provide family planning medical services: (1) under the direction of a physician with special training or experience in family planning; and (2) in compliance with all state practice standards and/or standards of care.

(q) Sub-recipient shall maintain a quality assurance system which allows for program development and evaluation and includes required participation in WHFPT’s quality assurance program. Sub-recipient must provide a standard of care that conforms, at a minimum, to standards of practice established by DHHS and WHFPT, through, among other things, the employment of qualified personnel and the provision of safe, effective services, which meet the needs of the community, and through a program that allows for on-going monitoring and evaluation of services.

(r) Sub-recipient shall coordinate and provide referral arrangements with other providers of healthcare and social services.

(s) Sub-recipient shall provide accurate and timely information on the patients served and services provided through WHFPT central data processing agreement with Ahlers and Associates.

(t) Sub-recipient shall maintain confidentiality and security of patient records at all times in compliance with the Health Information Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-164) as amended from time to time, (hereinafter collectively "HIPAA"). All information obtained by Sub-recipient or its personnel about individuals receiving services shall be held confidential and shall not be disclosed without consent of such individual, except that such information may be disclosed in summary, statistical or other form which fully complies with HIPAA. Sub-recipient specifically affirms and agrees that persons from low-income families will not be charged any fee for retrieval and copies of their respective medical records, and that medical records will be released to patients promptly upon presentation of a written authorization as provided by Texas law. Sub-recipient acknowledges that the provisions of this paragraph survive the termination of the Agreement.

(u) Sub-recipient shall not provide abortion as a method of family planning and is prohibited from using any Title X Project resources to perform or promote such procedures.

SCOPE OF WORK BY WHFPT

Section 2.3 WHFPT shall advise Sub-recipients of all pertinent changes in federal requirements and guidelines which relate to the development or implementation of the Project. However, a failure or delay in notifying the Sub-recipient of such changes will not relieve the Sub-recipient of the responsibilities described in this Agreement.

Section 2.4 WHFPT shall monitor programmatic and fiscal operations of the Sub-recipient as they relate to the Project and/or the provision of Project Services, and shall have the right to require Sub-recipient to implement reasonable changes to such operations based on WHFPT's findings.

Section 2.5 Based on information obtained as a result of WHFPT program staff's contact with Sub-recipient, including site visits, chart audits, and review of financial and patient data, WHFPT may recommend appropriate technical assistance and/or training. WHFPT shall work with Sub-recipient to obtain required and/or requested technical assistance/or training at no or minimal cost to the Sub-recipient.

Section 2.6 WHFPT staff shall be available during normal business hours to Sub-recipient on an ongoing basis to discuss policy and other questions related to the Project and the Project Services.

ARTICLE III COMPENSATION

Section 3.1

(a) The amount of Title X (Federal CFDA Number 93.217) grant funds to be paid to the Sub-recipient by WHFPT pursuant to this Agreement is **\$91,785.00** (the "Base Amount") in the aggregate, the parties acknowledge and agree that all payments made by WHFPT to Sub-recipient shall be deemed payments of the Base Amount, and Sub-recipient shall not be entitled to payment of any additional amounts hereunder for Project Services provided prior to the Effective Date except to the extent set forth in Section 3.1(c) below.

(b) WHFPT shall remit the Base Amount to Sub-recipient in equal monthly installments. Payment shall be made no later than the 15th of every calendar month during the term of this Agreement. WHFPT's obligations to pay the Base Amount pursuant to this section shall be expressly conditioned upon the disbursement to WHFPT of grant funds by DHHS for the Project with respect to the relevant portion of the Term. To the extent such grant funds are not disbursed, then WHFPT's obligation to pay the Base Amount shall be deferred until such grants funds are received.

(c) From time to time, WHFPT will administer Special Funds to Sub-recipient agencies. WHFPT will inform Sub-recipient agency of the specific policies and procedures to access each fund. All clients benefitting from these funds must be documented to WHFPT's centralized data collection system. WHFPT is providing these funds to the Sub-recipient agency in lieu of cash and in addition to the Base Amount.

(d) It shall be a condition precedent to Sub-recipient's right to receive a scheduled portion of any Base Amount that (1) Sub-recipient has submitted all program and/or fiscal reports required pursuant to this Agreement, and (2) Sub-recipient has materially complied with the terms and conditions of this Agreement as determined by WHFPT in its sole discretion.

(e) The funds described in Section 3.1(a) will be earned by the Sub-recipient by providing family planning services to 1,450 unduplicated patients (the "Patient Quota") during the term of this Agreement. The definition of a family planning patient is described in the definitions for the completion of the DHHS, Title X Family Planning Annual Report – (FPAR) attached to this Agreement. Each patient will be counted at their first visit during the term of this Agreement and will earn **\$63.30** (the "Per Patient Rate") toward the satisfaction of the Base Amount.

Section 3.2 Annual Reconciliation.

(a) Annual Reconciliation: The cutoff date to accept patient data is Sixty (60) days from the end of the contract term (March 30). Reconciliation will be completed within Ninety (90) days from the end of the contract term.

(b) Should the Sub-recipient fail to earn the Base Amount, based on the number of patients served during the term of the agreement, multiplied by the Per Patient Rate, WHFPT will set up an accounts receivable for the amount the Sub-recipient has under earned. Should the Sub-recipient serve more patients than the number of patients

contained in this Agreement, multiplied by the Per Patient Rate, WHFPT will establish an accounts payable to the Sub-recipient for the amount the Sub-recipient has over earned. WHFPT will pay all or part of this payable, based on the availability of funds.

(c) If there is an accounts receivable and the Agreement is terminated and WHFPT and the Sub-recipient are unable to negotiate a new Agreement, then Sub-recipient shall pay to WHFPT the entire account receivable in a single lump sum amount promptly, and in any event within fifteen (15) days, after the date WHFPT's written determination pursuant to Section 3.2(b) of this Agreement.

Section 3.3 All amounts paid by WHFPT to the Sub-recipient, which are subsequently found to be unallowable under the Act, DHHS regulations, shall be refunded by the Sub-recipient to WHFPT promptly after written notice is delivered.

Section 3.4 The collection and use of income from the Project shall comply with DHHS Regulations and WHFPT Policies and Procedures. Sub-recipients shall report all such income to WHFPT as part of the Table 14 of the Family Planning Annual Report ("FPAR").

ARTICLE IV REPORTING AND RETENTION OF RECORDS

Section 4.1 Sub-recipient shall establish and maintain separate accounting records for the Project, reflecting all receipts and disbursements of grant and program income funds.

Section 4.2 If the Sub-recipient provides abortion services, these accounting records must demonstrate a financial separation between the Project and any abortion services provided by the Sub-recipient as determined by WHFPT in its sole discretion. Sub-recipient shall deliver within 30 days of the end of this Agreement, a certificate executed by a duly authorized officer of Sub-recipient certifying that no portion of the Grant Award was used (directly or indirectly) in connection with any abortion services provided by the Sub-recipient.

Section 4.3 Sub-recipient shall have its accounting records audited annually by an independent certified public accountant or other party acceptable to WHFPT to assure proper accounting for Project funds. Such audit shall be conducted in such a manner so as to establish that Project funds have been expended in accordance with this Agreement and all applicable State and Federal Regulations. Such audit shall further be conducted in accordance with the applicable OMB Circular, or other mandated Audit Guidelines, and the completed audit report shall be in a form acceptable to WHFPT. A copy of the completed audit report shall be forwarded to WHFPT within 90 days of the completion of the audit.

Section 4.4 Sub-recipient shall provide to WHFPT a completed Table 14 of the FPAR, no later than January 30 of each calendar year, based on instructions provided by WHFPT and in compliance with FPAR definitions. Sub-recipient shall, at WHFPT's request, make all Project, medical, and financial records available for review by WHFPT, or DHHS. Confidentiality and security of patient identification data shall be maintained by both parties and their respective representatives and agents.

Section 4.5 Sub-recipient must report all family planning services under the Project to the WHFPT centralized data system in a format and on a schedule approved by WHFPT and WHFPT's third party data contractor.

Section 4.6 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all records pertaining to the Project for five (5) years. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later. Sub-recipient shall retain personnel and payroll records related to the provision of Project Services for a minimum of seven (7) years after issuance of the applicable W-2s. Sub-recipient shall retain all records pertaining to the purchase of equipment (as defined below) using any portion of the Grant Award for a minimum of three (3) years after disposition of such equipment.

Section 4.7 Except as hereafter provided or as otherwise provided under applicable DHHS Regulations, Sub-recipient shall retain all medical records pertaining to the Project for seven (7) years or for the period prescribed by statute, regulation, or policy, whichever period is longer. Sub-recipient shall maintain medical or clinical records in accordance with regulations including, but not limited to the following: Texas Health & Safety Code §241.103, as applicable (hospital records); 22 TAC §165.1 (medical records), all as amended from time to time. If any audits, investigations, civil investigative demands or subpoenas, litigation, negotiation, claims, or other action involving the records have been commenced before the expiration of the Agreement and have not been resolved, Sub-recipient shall retain all records until resolution of such actions and all issues related thereto, or until the expiration of such period, whichever is later.

ARTICLE V GENERAL TERMS AND CONDITIONS

Section 5.1 In performing its duties under this Agreement, Sub-recipient is acting as an independent contractor, not as an agent of WHFPT, and shall perform services in accordance with currently approved methods and practices and accepted professional standards. No other relationship is intended to be created among the parties hereto and nothing in this Agreement shall be construed so as to make any party hereto the employer, employee, partner, or agent of the other.

Section 5.2 Sub-recipient shall comply with all DHHS Regulations pertaining to inventions developed and patents and copyrights obtained in connection with the Project, and shall promptly report such inventions, patent and copyrights to WHFPT.

Section 5.3 Sub-recipient shall not compensate any person in connection with the Project in excess of amounts customarily paid for similar services by the Sub-recipient.

Section 5.4 Sub-recipient shall not engage in any activity which impairs its ability to perform its duties under this Agreement.

Section 5.5 Sub-recipient shall procure and maintain for the Term of this Agreement fire and extended coverage insurance covering all property owned or controlled by Sub-recipient in an amount not less than its full insurable value. Sub-recipient shall procure and maintain public liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for healthcare injury or wrongful death to one person, and One Million Dollars (\$1,000,000) in aggregate for all healthcare liability claims occurring in an insurance policy year, and in an amount not less than Two Hundred Thousand Dollars (\$200,000) for each occurrence of damage to property. WHFPT shall be named as an additional insured under such all such policies.

Section 5.6 Sub-recipient shall procure and maintain medical malpractice insurance in a form and in amounts sufficient that Sub-recipient is fully protected. Texas places a Two Hundred and Fifty Thousand Dollars (\$250,000) cap on non-economic damages for all doctors and other individual healthcare providers. There is also a Two Hundred and Fifty Thousand Dollars (\$250,000) non-economic damages cap placed on each hospital. In total, for all hospitals and other institutions, there is a Five Hundred Thousand Dollars (\$500,000) non-economic damages cap.

Section 5.7

(a) Sub-recipient shall indemnify, defend and hold harmless WHFPT and its Related Persons (collectively, the "WHFPT Indemnitees") for all losses, damages, claims, costs, liabilities, expenses, or obligations (including, without limitation, reasonable attorneys' fees and associated expenses), (collectively, "Losses") incurred or suffered by the WHFPT Indemnitees based upon, arising out of, or resulting from (i) the provision of Project Services or other activities by Sub-recipient, (ii) the actions of Sub-recipient pursuant to this Agreement or (iii) any claims, investigations, audits, reviews, requests for information, or other proceedings involving any third-party (including any governmental or regulatory authority), but in each case only to the extent such Losses are not caused by a breach by WHFPT of its obligations under this Agreement. "Related Persons" means agents, officers, employees, directors of a person, and their respective affiliates.

(b) WHFPT shall indemnify, defend, and hold harmless Sub-recipient and its officers, directors, employees, and agents (collectively, the "Sub-recipient Indemnitees") for all Losses incurred or suffered by the Sub-recipient Indemnitees to the extent based upon, as a result of or arising from WHFPT's or its Related Persons' material breach of this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, WHFPT shall not be liable for any Losses caused by its arising out of or related to this Agreement, unless such Losses are finally adjudicated to be the result of the gross negligence or willful misconduct of the WHFPT and/or its Related Person.

(d) The maximum amount of indemnifiable Losses pursuant to Sections 5.7(a) and (b) shall equal all amounts paid by WHFPT to Sub-recipient pursuant to this Agreement.

Section 5.8 Sub-recipient shall comply with DHHS Regulations pertaining to real property, equipment, and supplies acquired with funds provided under this Agreement. Sub-recipient shall keep an inventory of all such equipment, and the disposition of such equipment shall be determined by WHFPT in accordance with DHHS Regulations and procedures. For purposes of this Agreement, the term “equipment” shall mean tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000) or more per unit.

Section 5.9 Sub-recipient shall give prompt notice to WHFPT of any audits, inspections, investigations, requests for records from any governmental agency or its designee, civil investigative demands, subpoenas, notices of potential or final violation, or any other proceedings threatened or instituted against it in any court, administrative tribunal, commission, or other regulatory body which, if adversely determined, could have a material effect upon the Project, Sub-recipient’s assets or operations.

Section 5.10 The Sub-recipient certifies by signing this Agreement that it will comply with the provisions of DHHS’ “Certification Regarding Lobbying”, which provides that no federal appropriated funds will be paid by or on behalf of the Sub-recipient to any person for influencing or attempting to influence an officer or employee, any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid to any to the aforementioned persons, the Sub-recipient shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

ARTICLE VI

TERMINATION OF AGREEMENT OR SUSPENSION OF PAYMENTS

Section 6.1 This Agreement shall terminate automatically if the Title X Grant to WHFPT, or any portion of such Grant designated by WHFPT for Sub-recipients Project, is transferred to another entity, suspended or terminated. This Agreement shall be amended if said Title X funds are reduced, at the sole discretion of WHFPT.

Section 6.2 This Agreement may be terminated by WHFPT (a) without notice upon Sub-recipient’s loss or suspension of its Medicaid provider number, and/or Sub-recipient’s restriction from treating beneficiaries of Medicaid programs or (b) upon thirty (30) days prior written notice to Sub-recipient, if Sub-recipient breaches any provision of this Agreement or any additional requirements or conditions applicable to this Agreement.

Section 6.3 In lieu of termination, WHFPT may, in its sole discretion, issue a warning letter stating that Sub-recipient has a specified number of days to cure its noncompliance to the satisfaction of WHFPT. If the noncompliance is not cured to WHFPT’s satisfaction at the end of such specified period, WHFPT may suspend payments to Sub-recipient under this Agreement. WHFPT may also immediately suspend payments as a result of Sub-recipient’s noncompliance at WHFPT’s sole discretion. When Sub-recipient’s noncompliance has been corrected to the satisfaction of WHFPT, payments under this Agreement shall be reinstated.

Section 6.4 This Agreement may be terminated by Sub-recipient upon thirty (30) days prior written notice to WHFPT in the event that:

- (a) WHFPT breaches any material provision of this Agreement; or
- (b) Additional requirements or conditions imposed on this Agreement by the Act, DHHS Regulations, or the terms and conditions of the DHHS Grant would materially increase the costs or other burdens of the Sub-recipient in fulfilling its duties under this Agreement.

Section 6.5 This Agreement may be terminated at any time by the mutual agreement of both Sub-recipient and WHFPT.

Section 6.6 Upon termination of this Agreement, as provided above, neither party shall have any further obligations hereunder except for: (a) obligations accrued for Project Services provided to unduplicated patients prior to the date of termination, and (b) obligations, promises, or covenants set forth herein that are expressly made to extend beyond the Term.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.1 Program Manager. WHFPT's Program Manager who will serve as the Sub-recipient's initial point of contact is designated as:

Name: Tracy Ayrhart
Contact Information: Tracy.Ayrhart@whfpt.org
855-498-8888

Section 7.2 Notices. All notices given under this Agreement shall be in writing and shall be deemed given when delivered, or when mailed by certified mail, addressed as follows:

- (a) If to WHFPT:
1114 Lost Creek Boulevard, Suite 110
Austin, Texas 78746

If to Sub-recipient:
Texarkana-Bowie County Family Health Center
902 W. 12th St, Texarkana, TX, 75501

or to such other address as either party shall specify to the other by advance written notice.

- (b) Designated Officials.
- (c) The Sub-recipient appoints _____ [Name of Representative] as its designated agent for administering its obligations under this Agreement.

(d) WHFPT appoints Chief Executive Officer Fran Hagerty as its designated agent for administering WHFPT's obligations under this Agreement.

(e) The individuals designated above are designated for the purpose of notice and convenience, and under no circumstance shall either person identified be held personally or individually liable, or responsible for the actions, representations, or undertakings contained herein or taken pursuant to this Agreement by WHFPT or Sub-recipient.

(f) The parties agree that the following matters shall be subject to binding arbitration under this Agreement:

(i) All decisions rendered pursuant to termination herein.

(ii) All actions for breach of this Agreement or noncompliance brought by either WHFPT or Sub-recipient.

(iii) All other actions or claims asserted by WHFPT arising from management or administration of the Project by Sub-recipient.

(iv) All other actions or claims asserted by Sub-recipient arising from WHFPT's management or administration of the Title X Grant.

(g) The parties agree that binding arbitration will be conducted pursuant to the procedures outlined in Texas Arbitration Act, and that each party shall bear its own costs arising from the arbitration proceedings.

(h) This Agreement shall be governed by the laws of the State of Texas applicable to agreements to be performed wholly within the State of Texas. The federal and state courts of Travis County, Texas shall be the exclusive venue for any litigation, special proceeding, or other proceeding between the parties that may arise out of or be brought in connection with or by reason of this Agreement.

(i) Except as may be herein provided to the contrary, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors, and permitted assigns; provided, however, that Sub-recipient may not assign this Agreement (or any provision thereof) or delegate any duties hereunder without the prior written consent of the other party.

(j) Except as expressly provided herein, no delay or omission to exercise any right, power or remedy accruing to any party to this Agreement upon any breach or default of any other party under this Agreement shall impair any such right, power or remedy of such non-defaulting party, nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or in any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only

to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party to this Agreement, shall be cumulative and not alternative.

(k) Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. References to "including," "includes", and similar words shall be deemed to mean "including, without limitation".

(l) Except as may be herein specifically provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the parties; provided, however, at the request of any party, Sub-recipient shall execute such additional instruments and take such additional acts as are reasonable and as WHFPT may deem necessary or desirable to effectuate the purposes of this Agreement.

(m) This Agreement and amendments hereto shall be in writing and may be executed in multiple copies. Each multiple copy shall be deemed an original, but all multiple copies together shall constitute one and the same instrument. If any signature is delivered by facsimile or electronic transmission (including but not limited to Portable Document Format (PDF) or Tagged Image File Format (TIFF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf the signature is executed) with the same force and effect as if such facsimile or electronic copy were an original thereof.

(n) Notwithstanding any other provisions of this Agreement, if the governmental agencies (or their representatives) that administer Medicaid, or any other payor, or any other federal, state, or local government, or agency passes, issues, or promulgates any law, rule, regulation, standard, or interpretation at any time while this Agreement is in effect which prohibits, restricts, limits, or otherwise materially affects either party's rights or obligations hereunder, either party may give the other party notice of intent to amend this Agreement in a fashion that is equitable to each party considering such prohibition, restriction, limitation, or change, and the parties shall negotiate in good faith to accomplish such amendment. If, following good faith negotiation for a period of thirty (30) days following such notice to amend, the parties fail to enter into a written amendment, then either party shall have the right to terminate this Agreement.

(o) With respect to the subject matter herein, this Agreement (including all exhibits and schedules hereto) and any agreements and documents specifically referenced herein, if any, constitute the entire agreement between the parties. Neither party shall be entitled to benefits other than those specified herein. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, such amendments to become effective on the date stipulated in such amendments. The parties specifically acknowledge that, in entering into and executing this Agreement, the parties rely solely upon the representations and agreements contained in this Agreement and no other.

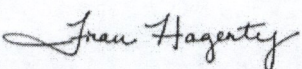
(p) For auditing purposes, the current fiscal year of WHFPT is from March 31 through March 30. The current fiscal year of the Sub-recipient agency is from October 1 through September 30.

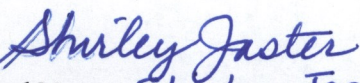
[Remainder of page intentionally blank. Signature page follows.]

The parties hereto, intending to be legally bound hereby, have duly executed this Agreement effective as of the date first above written.

**Women's Health and Family Planning
Association of Texas**

Sub-recipient

By: 
Printed Name: Fran Hagerty
Title: CEO
Date: March 31, 2014

By: 
Printed Name: Shirley Jaster
Title: Assistant City Manager
Date: 8/26/2014

Attachment: Reso. 2014-103 signed (1172 : 2014-103 WHFPT/Title X Family Planning Services)

City of Texarkana, Texas

Version: A

Update Date: 8/18/2014 4:47 PM

Briefing Sheet

Lead Department: Parks, Recreation & Health **Action Officer:** Pam Burns, Municipal Clerk
Resolution No. 2014-104 approving and authorizing the City Manager to
execute Contract No. 2015-001242-00 between the City of Texarkana, Texas,
for and in behalf of the Texarkana-Bowie County Family Health Center and the
Department of State Health Services (DSHS) to provide funding for the
Subject: community diabetes project.

Briefing: 8/25/2014 **Public Hearing:** **Second Briefing:** **Council Vote:** 8/25/2014

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City of Texarkana, Texas, for and in behalf of the Texarkana-Bowie County Family Health Center (Contractor) and the Department of State Health Services (DSHS), an Agency of the State Of Texas, contracts for the DSHS Program: Community Diabetes Project, to provide funding for the Texarkana-Bowie County Family Health Center to provide community-based diabetes prevention and management interventions that are part of a comprehensive approach to diabetes prevention and control. The current contract term will be September 1, 2014, through August 31, 2015.

Potential Options:

- None
-

Fiscal Implications:

Additional funding for the Texarkana-Bowie County Family Health Center.

Staff Recommendation:

Staff recommends approval of this contract.

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. Goals and Perspectives (DOCX)
- b. 2014-104 FY15 Diabetes Contract - Exhibit "A" (PDF)
- c. 2014-104 Diabetes Program (DOCX)
- d. Reso. 2014-104 signed (PDF)

Staff Coordination

Parks, Recreation & Health		Robby Robertson	Review	Completed
	08/14/2014 9:17 AM			
Finance Department	Charlie Bassett	Finance Review	Completed	08/14/2014
	3:32 PM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	08/14/2014 3:37 PM			
City Manager	John Whitson	City Manager Review	Completed	08/18/2014
	8:40 AM			
City Council	Jennifer Evans	Meeting	Completed	09/09/2014
	11:37 AM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



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[SAVE](#) [CHECK GLOBAL ERROR](#)

[Back](#)

Document Information: [DCPS-2015-DIAB/CDP-00007](#)

Parent Information: [DCPS-2014-Texarkan-00011](#)

[Details](#)

You are here: > [Renewal Menu](#) > [Forms Menu](#)

CERTIFICATION REGARDING LOBBYING

Organization Name: Texarkana-Bowie County Family Health Center
Contract Number: 2015-001242-00

For contracts greater than \$100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Applicable ☒ Non-Applicable

Signature of Authorized Individual

Date:

Navigation Links

Status Page Name

Note Created By

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[Fiscal Federal Funding Accountability and Transparency Act \(FFATA\)](#)

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

The certifications enumerated below represent material facts upon which DSHS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DSHS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DSHS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DSHS detailing which of the below statements it cannot certify and why.

Organization Name Texarkana-Bowie County Family Health Center
 Address 902 W. 12th Street
 City Texarkana State Texas Zip Code (9 digit) 75501

Payee Name City of Texarkana
 Address PO BOX 1967
 City Texarkana State TX Zip Code (9 digit) 75504-1967

Vendor identification No. 17560006896 MailCode 000

Payee DUNS No. *  062929187

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year? *

☒ Yes ☐ No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☒ No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

☐ Yes ☒ No

Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name* Charles L. Bassett, Jr.
 Email* bassett@txkusa.org
 Telephone* (903) 798-3929

FFATA Contact Person #2

Name* Kristin Peebles
 Email* Kristin.Peebles@txkusa.org
 Telephone* (903) 798-3977

☐ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Date

Navigation Links

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Certification Regarding Lobbying

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001242-00



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Texarkana-Bowie County Family Health Center (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$80,000.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** DIAB/CDP Community Diabetes Project

7. Statement of Work:

Contractor shall design, implement, and evaluate a Community Diabetes Project (CDP). This project shall provide community-based diabetes prevention and management interventions that are part of a comprehensive approach to diabetes prevention and control. Goals shall address surveillance, health communications, health systems improvements, infrastructure, community intervention services, wellness and health disparities, increasing public awareness, promoting community outreach and diabetes education. The CDP shall implement evidence-based programs and strategies at the community level and create or advocate for community policy, systems and environmental changes conducive to diabetes primary and secondary preventive measures.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

For the purpose of this Program Attachment, the CDP shall target individuals 18 years of age and older and their families in high-risk populations, i.e., racial and ethnic minorities who have disproportionate rates and burdens of diabetes and limited access to health care.

Contractor shall meet the following objectives through the CDP and shall provide evidence that the CDP is meeting the following objectives:

- Increase opportunities for implementing positive behavior and lifestyle changes (e.g., increased and continuing physical activity and better nutrition) in people who already have diabetes and those who are at risk of developing diabetes;
- Increase community, environmental, and systems changes in various community sectors (i.e., health systems, worksites/businesses, including the food industry, faith communities, non-profits, governments, neighborhoods, and schools) that facilitate ongoing, increased physical activity and healthy eating among the general population, especially those with diabetes and "pre-diabetes";
- Improved capacity of coalition-based CDP to design and implement diabetes interventions and institute project strategies or community policy and environmental changes conducive to risk reduction;
- Increased access to self-management training;
- Capacity to collect and analyze data on waist circumference, body mass index (BMI), tobacco cessation referrals, blood pressure as participants progress through interventions; increase public and provider knowledge of the symptoms, risk factors and clinical targets of diabetes, pre-diabetes and gestational diabetes and the importance of physical activity and healthy eating in preventing and delaying or managing the disease and its complications; and
- Increase health care provider's, payer's, and their patient's knowledge and implementation of the Texas Diabetes Council's (TDC) Minimum Standards for Diabetes Care in Texas.

All activities shall be performed in accordance with the following documents:

- DSHS Request for Proposal (RFP) Community Diabetes Projects (CDP), RFP# DIAB/CDP-0461.1, issued on April 19, 2011;
- Contractor's FY2012 approved Proposal for Financial Assistance ;
- FY2015 Renewal Application for Community Diabetes Projects; and
- Contractor's FY2015 approved renewal application response.

These documents are incorporated by reference and made a part of this Program Attachment. Any changes to the approved Proposal shall be in writing and be approved by the DSHS Diabetes Program.

Contractor shall establish and maintain or actively participate in a broad-based community diabetes coalition that meets at least quarterly for the duration of this project to perform the project requirements outlined in Section II. E of the CDP RFP# DIAB/CDP-0461.1 issued on April 19, 2011.

Contractor's project coordinator and support staff shall attend all scheduled trainings in their entirety held by DSHS or partners unless prior approval is obtained from authorized DSHS Texas Diabetes Program staff for absences. Contractor's project coordinator and support staff shall attend required webinars and conference calls in their entirety held by DSHS or partners unless prior approvals is obtained from authorized DSHS Texas Diabetes Program staff for absences.

Contractor shall have and maintain procedures and tracking tools in a consistent, timely manner to document activities, services, and persons served that are measured in reports. Contractor shall use logs/sign-in sheets documenting classes conducted and the DSHS Program Management and Tracking System (PMATS) worksheets which documents demographic information that is inputted into PMATS. Contractor shall gather and submit baseline and follow-up evaluations using DSHS approved participant information sheet for all participants attending a series of classes.

Contractor shall provide evidence through its yearly formative evaluations and its end-of-project summative evaluation that Contractor is meeting project work plan goals outlined in project's impact and process objectives.

Contractor shall align any health care system components with the TDC's Minimum Standards of Care (flow sheet and algorithms). All project interventions shall be consistent with the TDC's strategic plan and DSHS priorities for the health of Texans: fitness through physical activity and nutrition, immunizations, and eliminating health disparities.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines including, but not limited to the following:

- Health and Safety Code, §12.012 and Chapter 103;
- Healthy People 2010, United States (U.S.) Department of Health and Human Services, November, 2000; and
- Diabetes Today. A Course on How to Build Skills to Plan and Implement Community Based Programs for Persons with Diabetes, U.S. Department of Health and Human Services, September 2000.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall receive prior approval from DSHS on any proposed educational media campaigns for the public or health care professionals. This requirement does not apply to promotional campaigns for local events. Contractor shall use (National Diabetes Education Program (NDEP) materials whenever possible. Contractor must include the following credit on all printed, audio or visual materials developed as part of this program: "Funding provided by the Texas Diabetes Program, Department of State Health Services."

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90)

days may result in a decrease in funds.

PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

The numbers in the approved work plan (Exhibit A) indicate the minimum for each performance measure. This value is subject to change upon written agreement between DSHS and Contractor. Work plan activities and deadlines shall not be changed without prior approval from DSHS.

PROGRAMMATIC REPORTING SUBMISSION REQUIREMENTS:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS. PMATS tracks if the reports are late or on time.

Contractor shall maintain the documentation used to calculate key outcome performance measures.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/ number below:

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Bowie County

This section intentionally left blank.

10. Procurement method:

Competitive

RFP

GST-2012-Solicitation-00037

DCPS GOLIVE DIAB/CDP PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

062929187

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly activities per	Monthly	09/01/2014	09/30/2014	10/10/2014
Monthly activities per	Monthly	10/01/2014	10/30/2014	11/10/2014
Monthly activities per	Monthly	11/01/2014	11/30/2014	12/10/2014
Monthly activities per	Monthly	12/01/2014	12/31/2014	01/12/2015
Monthly activities per	Monthly	01/01/2015	01/31/2015	02/10/2015
Monthly activities per	Monthly	02/01/2015	02/28/2015	03/10/2015
Monthly activities per	Monthly	03/01/2015	03/31/2015	04/10/2015
Monthly activities per	Monthly	04/01/2015	04/30/2015	05/11/2015
Monthly activities per	Monthly	05/01/2015	05/31/2015	06/10/2015
Monthly activities per	Monthly	06/01/2015	06/30/2015	07/10/2015
Monthly activities per	Monthly	07/01/2015	07/31/2015	08/10/2015
Monthly activities per	Monthly	08/01/2015	08/31/2015	09/10/2015
Quarterly progress re	Quarterly	09/01/2014	11/30/2014	12/22/2014
Quarterly progress re	Quarterly	12/01/2014	02/28/2015	03/20/2015
Quarterly progress re	Quarterly	03/01/2015	05/31/2015	06/22/2015
Quarterly progress re	Quarterly	06/01/2015	08/31/2015	08/31/2015
Year end project surr	Annually	09/01/2014	08/31/2015	08/31/2015
Sustainability plan re	Annually	09/01/2014	08/31/2015	08/31/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS.

PMATS tracks if the reports are late or on time.

16. Special Provisions

General Provisions, General Terms, Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|--|
| a. Contract (this document) | 2015-001242-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | Exhibit A |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Texarkana
Vendor Identification Number:	17560006896

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Texarkana-Bowie County Family Health Center

By:
Signature of Authorized Official

Date

Name and Title
Address
City, State, Zip

Telephone Number

E-mail Address

Budget Summary

Organization Name: Texarkana-Bowie County Family
Health Center

Program ID: DIAB/CDP

Contract Number: 2015-001242-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$29,803.00		\$0.00	\$29,803.00
Fringe Benefits	\$13,709.00		\$0.00	\$13,709.00
Travel	\$3,950.00		\$0.00	\$3,950.00
Equipment	\$0.00		\$0.00	\$0.00
Supplies	\$13,466.00		\$0.00	\$13,466.00
Contractual	\$0.00		\$0.00	\$0.00
Other	\$10,370.00		\$0.00	\$10,370.00
Total Direct Costs	\$71,298.00	\$0.00	\$0.00	\$71,298.00
Indirect Costs	\$8,702.00		\$0.00	\$8,702.00
Totals	\$80,000.00	\$0.00	\$0.00	\$80,000.00

Attachment: 2014-104 FY15 Diabetes Contract - Exhibit "A" (1173 : 2014-104 DSHS/DIAB/CDP Community Diabetes Project)

Exhibit A

Organization Name: Texarkana-Bowie County Family Health Center

Contract Number: 2015-001242-00

Program ID: DIAB/CDP

Contract Term: 09/01/2014 - 08/31/2015

Program Name: Community Diabetes Project

Coalition Meetings -

___4___ (# of meetings)

Organizational changes impacting community systems, policy, and/or environments in different community sectors (e.g., health systems, worksites /businesses (including food industry), faith communities, nonprofits, government, neighborhoods, recreation, and schools) -

___2___ (# of changes)

Diabetes self-management classes in English (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Service), or other DSHS approved models) or similar activities -

___20___ (# of classes, not series)

___150___ (# of encounters)

___30___ (# completing series)

Diabetes self-management classes in Spanish (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Services) or other DSHS approved models) or similar activities -

___10___ (# of classes, not series)

___75___ (# of encounters)

___15___ (# completing series)

Physical activity - ongoing activity groups and events -

___32___ (# of sessions)

___240___ (# of encounters)

___30___ (# completing)

Psychosocial support groups-English -

___24___ (# of sessions)

___180___ (# of encounters)

Psychosocial support groups-Spanish

___0___ (# of sessions)

___0___ (# of encounters)

Series of English food and nutrition classes

___9___ (# of classes, not series)

___68___ (# of encounters)

___23___ (# completing series)

Series of Spanish food and nutrition classes

___6___ (# of classes, not series)

___45___ (# of encounters)

___15___ (# completing series)

Unduplicated participants served (refer to definitions) -
 _____ (# unduplicated participants)

Provider Education (Only TDC Minimum Standards of Care [flow sheet , toolkit and/or algorithms] -
 _10____ (# of providers reached)
 _10____ (# of TDC materials distributed to providers)

Public health information activities:

*Television _13____ (# of spots)
 _13____ (# of times spots will run)

Radio -
 _1____ (# of spots)

Print media (e.g., newspapers, church bulletins, business inserts or newsletters) -
 _1000____ (# of print media distributed)

Outdoor/Mobile advertising (e.g., bill boards, bus benches, ads inside buses, etc.) -
 _0____ (# of advertisements)

Web site activities –Walk Across Texas -
 _0____ (# of persons accessing web pages)

Materials Distribution (e.g., brochures, posters, from National Diabetes Education Program, TDC/DSHS and other sources) -
 _500____ (# of total materials distribution)

SEE FORM G: Performance Measures Guidelines below:

_5____ % Percent decrease in average waist circumference

_1____ % Percent decrease in average BMI

_1____ % Percent decrease in average A1c – self-report

_10____ % Percent decrease in average fasting blood glucose – self-report

_2____ % Percent decrease in average blood pressure

_2____ % Percent decrease in average cholesterol – self-report

_2____ % Percent decrease in average triglycerides – self-report

_25____ % Percentage of participants receiving recommended exams and immunizations (foot, eye, dental) – self-report

_10____ Number of participants who received a referral to cessation services

RESOLUTION NO. 2014-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2015-001242-00, BETWEEN THE CITY OF TEXARKANA, TEXAS, FOR AND IN BEHALF OF THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH AND THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) TO PROVIDE FUNDING FOR THE DSHS PROGRAM: COMMUNITY DIABETES PROJECT FOR THE TERM SEPTEMBER 1, 2014, THROUGH AUGUST 31, 2015; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That Contract No. 2015-001242-00, between the City of Texarkana, Texas, for and in behalf of the Texarkana-Bowie County Family Health Center (Contractor) and the Department of State Health Services (DSHS), an Agency of the State Of Texas, for the DSHS Program: Community Diabetes Project, to provide funding for the Texarkana-Bowie County Family Health Center to provide community-based diabetes prevention and management interventions that are part of a comprehensive approach to diabetes prevention and control for the term September 1, 2014, through August 31, 2015, a copy of which is attached hereto as Exhibit "A," is hereby approved.

SECTION 2: That the City Manager is hereby authorized to execute said DSHS Contract, to provide necessary funding to provide community-based diabetes prevention and management interventions on behalf of the Texarkana-Bowie County Family Health Center.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RESOLUTION NO. 2014-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2015-001242-00, BETWEEN THE CITY OF TEXARKANA, TEXAS, FOR AND IN BEHALF OF THE TEXARKANA-BOWIE COUNTY FAMILY HEALTH AND THE DEPARTMENT OF STATE HEALTH SERVICES (DSHS) TO PROVIDE FUNDING FOR THE DSHS PROGRAM: COMMUNITY DIABETES PROJECT FOR THE TERM SEPTEMBER 1, 2014, THROUGH AUGUST 31, 2015; AND ESTABLISHING AN EFFECTIVE DATE.

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

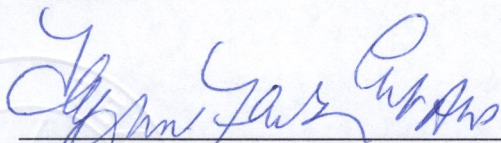
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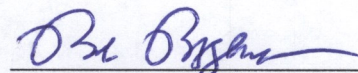
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PASSED AND APPROVED in Regular Council Session on this the 25th day of August, 2014.

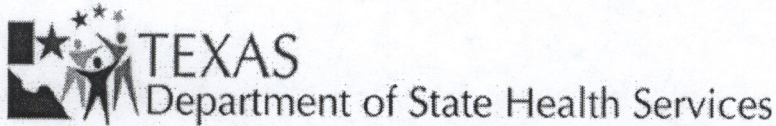
ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:28 p.m.

Attachment: Reso. 2014-104 signed (1173 : 2014-104 DSHS/DIAB/CDP Community Diabetes Project)



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Document Information: [DCPS-2015-DIAB/CDP-00007](#)

Parent Information: [DCPS-2014-Texarkan-00011](#)

[Details](#)

You are here: > [Renewal Menu](#) > [Forms Menu](#)

CERTIFICATION REGARDING LOBBYING

Organization Name: Texarkana-Bowie County Family Health Center
Contract Number: 2015-001242-00

For contracts greater than \$100,000, this attachment is applicable and must be signed as part of the contract agreement.

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit, an officer or employee of congress, or an employee of a member of congress in connection with this Standard Form-11, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

☐ Applicable ☒ Non-Applicable

Signature of Authorized Individual

Date:

Shirley Jaster

8/26/2014

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[Certification Regarding Lobbying](#)

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[Fiscal Federal Funding Accountability and Transparency Act \(FFATA\)](#)

FISCAL FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CERTIFICATION

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 Address 902 W. 12th Street
 City Texarkana State Texas Zip Code (9 digit) 75501

Payee Name City of Texarkana
 Address PO BOX 1967
 City Texarkana State TX Zip Code (9 digit) 75504-1967

Vendor identification No. 17560006896 MailCode 000

Payee DUNS No. *  062929187

1. Did your organization have a gross income, from all sources, of more than \$300,000 in your previous tax year? *

☒ Yes ☐ No

2. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

☐ Yes ☒ No

3. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

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Identify contact persons for FFATA Correspondence. *

FFATA Contact Person #1

Name* Charles L. Bassett, Jr.
 Email* bassett@txkusa.org
 Telephone* (903) 798-3929

FFATA Contact Person #2

Name* Kristin Peeples
 Email* Kristin.Peeples@txkusa.org
 Telephone* (903) 798-3977

☒ As the authorized representative of the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

E-Signature

Shirley Jester

Date

8/26/2014

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Certification Regarding Lobbying

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Last Modified By

DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT 2015-001242-00



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and Texarkana-Bowie County Family Health Center (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$80,000.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2014 and ends on 08/31/2015. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** DIAB/CDP Community Diabetes Project

7. Statement of Work:

Contractor shall design, implement, and evaluate a Community Diabetes Project (CDP). This project shall provide community-based diabetes prevention and management interventions that are part of a comprehensive approach to diabetes prevention and control. Goals shall address surveillance, health communications, health systems improvements, infrastructure, community intervention services, wellness and health disparities, increasing public awareness, promoting community outreach and diabetes education. The CDP shall implement evidence-based programs and strategies at the community level and create or advocate for community policy, systems and environmental changes conducive to diabetes primary and secondary preventive measures.

Contractor shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8, "Service Area" of this contract.

For the purpose of this Program Attachment, the CDP shall target individuals 18 years of age and older and their families in high-risk populations, i.e., racial and ethnic minorities who have disproportionate rates and burdens of diabetes and limited access to health care.

Contractor shall meet the following objectives through the CDP and shall provide evidence that the CDP is meeting the following objectives:

- Increase opportunities for implementing positive behavior and lifestyle changes (e.g., increased and continuing physical activity and better nutrition) in people who already have diabetes and those who are at risk of developing diabetes;
- Increase community, environmental, and systems changes in various community sectors (i.e., health systems, worksites/businesses, including the food industry, faith communities, non-profits, governments, neighborhoods, and schools) that facilitate ongoing, increased physical activity and healthy eating among the general population, especially those with diabetes and "pre-diabetes";
- Improved capacity of coalition-based CDP to design and implement diabetes interventions and institute project strategies or community policy and environmental changes conducive to risk reduction;
- Increased access to self-management training;
- Capacity to collect and analyze data on waist circumference, body mass index (BMI), tobacco cessation referrals, blood pressure as participants progress through interventions; increase public and provider knowledge of the symptoms, risk factors and clinical targets of diabetes, pre-diabetes and gestational diabetes and the importance of physical activity and healthy eating in preventing and delaying or managing the disease and its complications; and
- Increase health care provider's, payer's, and their patient's knowledge and implementation of the Texas Diabetes Council's (TDC) Minimum Standards for Diabetes Care in Texas.

All activities shall be performed in accordance with the following documents:

- DSHS Request for Proposal (RFP) Community Diabetes Projects (CDP), RFP# DIAB/CDP-0461.1, issued on April 19, 2011;
- Contractor's FY2012 approved Proposal for Financial Assistance ;
- FY2015 Renewal Application for Community Diabetes Projects; and
- Contractor's FY2015 approved renewal application response.

These documents are incorporated by reference and made a part of this Program Attachment. Any changes to the approved Proposal shall be in writing and be approved by the DSHS Diabetes Program.

Contractor shall establish and maintain or actively participate in a broad-based community diabetes coalition that meets at least quarterly for the duration of this project to perform the project requirements outlined in Section II. E of the CDP RFP# DIAB/CDP-0461.1 issued on April 19, 2011.

Contractor's project coordinator and support staff shall attend all scheduled trainings in their entirety held by DSHS or partners unless prior approval is obtained from authorized DSHS Texas Diabetes Program staff for absences. Contractor's project coordinator and support staff shall attend required webinars and conference calls in their entirety held by DSHS or partners unless prior approvals is obtained from authorized DSHS Texas Diabetes Program staff for absences.

Contractor shall have and maintain procedures and tracking tools in a consistent, timely manner to document activities, services, and persons served that are measured in reports. Contractor shall use logs/sign-in sheets documenting classes conducted and the DSHS Program Management and Tracking System (PMATS) worksheets which documents demographic information that is inputted into PMATS. Contractor shall gather and submit baseline and follow-up evaluations using DSHS approved participant information sheet for all participants attending a series of classes.

Contractor shall provide evidence through its yearly formative evaluations and its end-of-project summative evaluation that Contractor is meeting project work plan goals outlined in project's impact and process objectives.

Contractor shall align any health care system components with the TDC's Minimum Standards of Care (flow sheet and algorithms). All project interventions shall be consistent with the TDC's strategic plan and DSHS priorities for the health of Texans: fitness through physical activity and nutrition, immunizations, and eliminating health disparities.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines including, but not limited to the following:

- Health and Safety Code, §12.012 and Chapter 103;
- Healthy People 2010, United States (U.S.) Department of Health and Human Services, November, 2000; and
- Diabetes Today. A Course on How to Build Skills to Plan and Implement Community Based Programs for Persons with Diabetes, U.S. Department of Health and Human Services, September 2000.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS Program, in writing, if it will not continue performance under this Program Attachment in compliance with the amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

Contractor shall receive prior approval from DSHS on any proposed educational media campaigns for the public or health care professionals. This requirement does not apply to promotional campaigns for local events. Contractor shall use (National Diabetes Education Program (NDEP) materials whenever possible. Contractor must include the following credit on all printed, audio or visual materials developed as part of this program: "Funding provided by the Texas Diabetes Program, Department of State Health Services."

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS Program will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total contract amount, Contractor's budget may be subject to a decrease for the remainder of the Program Attachment term. Vacant positions existing after ninety (90)

days may result in a decrease in funds.

PERFORMANCE MEASURES:

The performance measures are referenced in the approved work plan (Exhibit A) and will be used to assess, in part, Contractor's effectiveness in providing services described in this Program Attachment, without waiving the enforceability of any of the other terms of the Contract or any other method of determining compliance.

The numbers in the approved work plan (Exhibit A) indicate the minimum for each performance measure. This value is subject to change upon written agreement between DSHS and Contractor. Work plan activities and deadlines shall not be changed without prior approval from DSHS.

PROGRAMMATIC REPORTING SUBMISSION REQUIREMENTS:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS. PMATS tracks if the reports are late or on time.

Contractor shall maintain the documentation used to calculate key outcome performance measures.

See Programmatic Reporting Requirements section for required reports.

BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. The Form B-13 can be found at the following link <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/ number below:

Department of State Health Services
Claims Processing Unit MC 1940
1100 West 49th Street
P. O. Box 149347
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 776-7442. The email address is invoices@dshs.state.tx.us.

8. Service Area

Bowie County

This section intentionally left blank.

10. Procurement method:

Competitive

RFP

GST-2012-Solicitation-00037

DCPS GOLIVE DIAB/CDP PROPOSAL

11. Renewals:

Number of Renewals Remaining: 1 Date Renewals Expire: 08/31/2016

12. Payment Method:

Cost Reimbursement

13. Source of Funds:

State

14. DUNS Number:

062929187

15. Programmatic Reporting Requirements:

Report Name	Frequency	Period Begin	Period End	Due Date
Monthly activities per	Monthly	09/01/2014	09/30/2014	10/10/2014
Monthly activities per	Monthly	10/01/2014	10/30/2014	11/10/2014
Monthly activities per	Monthly	11/01/2014	11/30/2014	12/10/2014
Monthly activities per	Monthly	12/01/2014	12/31/2014	01/12/2015
Monthly activities per	Monthly	01/01/2015	01/31/2015	02/10/2015
Monthly activities per	Monthly	02/01/2015	02/28/2015	03/10/2015
Monthly activities per	Monthly	03/01/2015	03/31/2015	04/10/2015
Monthly activities per	Monthly	04/01/2015	04/30/2015	05/11/2015
Monthly activities per	Monthly	05/01/2015	05/31/2015	06/10/2015
Monthly activities per	Monthly	06/01/2015	06/30/2015	07/10/2015
Monthly activities per	Monthly	07/01/2015	07/31/2015	08/10/2015
Monthly activities per	Monthly	08/01/2015	08/31/2015	09/10/2015
Quarterly progress re	Quarterly	09/01/2014	11/30/20134	12/22/2014
Quarterly progress re	Quarterly	12/01/2014	02/28/2015	03/20/2015
Quarterly progress re	Quarterly	03/01/2015	05/31/2015	06/22/2015
Quarterly progress re	Quarterly	06/01/2015	08/31/2015	08/31/2015
Year end project surr	Annually	09/01/2014	08/31/2015	08/31/2015
Sustainability plan re	Annually	09/01/2014	08/31/2015	08/31/2015
Financial Status Rep	Quarterly	09/01/2014	11/30/2014	12/31/2014
Financial Status Rep	Quarterly	12/01/2014	02/28/2015	03/31/2015
Financial Status Rep	Quarterly	03/01/2015	05/31/2015	06/30/2015
Financial Status Rep	Quarterly	06/01/2015	08/31/2015	10/15/2015

Submission Instructions:

Contractor shall enter data for program activities every month and submit quarterly reports into the Program Management and Tracking System (PMATS-web based reporting system) for Diabetes. Contractor shall provide a year-end summary, prepared in the format approved by DSHS. Contractor shall submit a sustainability plan report that clearly describes how the project will be sustained after funding ends. Contractor shall submit a summative evaluation within one (1) month of the end of the four-year project period.

Monthly reporting for the diabetes program consists of the activities for the previous month entered into PMATS. The quarterly report is cumulative reporting of the activities during each quarter as provided by the format in PMATS.

PMATS tracks if the reports are late or on time.

16. Special Provisions

General Provisions, General Terms, Article XV, Amendment Section 15.15, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least ninety (90) days prior to the end of the term of this Program Attachment.

17. Documents Forming Contract. The Contract consists of the following:

- | | |
|-----------------------------|--|
| a. Contract (this document) | 2015-001242-00 |
| b. General Provisions | Subrecipient General Provisions |
| c. Attachments | Budgets |
| d. Declarations | Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification |
| e. Exhibits | Exhibit A |

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

18. Conflicting Terms. In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

19. Payee. The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name:	City of Texarkana
Vendor Identification Number:	17560006896

20. Entire Agreement. The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract,

Department of State Health Services

By:
Signature of Authorized Official

Date

Name and Title
1100 West 49th Street
Address
Austin, TX 787-4204
City, State, Zip

Telephone Number

E-mail Address

Texarkana-Bowie County Family Health

Center
By: *Shirley Jaster*
Signature of Authorized Official

Date *8/26/2014*

Name and Title *Shirley Jaster*
Assistant City Manager
Address *P.O. Box 1967*
City, State, Zip *Texarkana, Texas 75504*

Telephone Number *903-798-3949*

E-mail Address *jaster@txkusa.org*

Attachment: Reso. 2014-104 signed (1173 : 2014-104 DSHS/DIAB/CDP Community Diabetes Project)

Budget Summary

Organization Name: Texarkana-Bowie County Family
Health Center

Program ID: DIAB/CDP

Contract Number: 2015-001242-00

Budget Categories

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match Contributions	Category Total
Personnel	\$29,803.00		\$0.00	\$29,803.00
Fringe Benefits	\$13,709.00		\$0.00	\$13,709.00
Travel	\$3,950.00		\$0.00	\$3,950.00
Equipment	\$0.00		\$0.00	\$0.00
Supplies	\$13,466.00		\$0.00	\$13,466.00
Contractual	\$0.00		\$0.00	\$0.00
Other	\$10,370.00		\$0.00	\$10,370.00
Total Direct Costs	\$71,298.00	\$0.00	\$0.00	\$71,298.00
Indirect Costs	\$8,702.00		\$0.00	\$8,702.00
Totals	\$80,000.00	\$0.00	\$0.00	\$80,000.00

Attachment: Reso. 2014-104 signed (1173 : 2014-104 DSHS/DIAB/CDP Community Diabetes Project)

Exhibit A

Organization Name: Texarkana-Bowie County Family Health Center

Contract Number: 2015-001242-00 Program ID: DIAB/CDP

Contract Term: 09/01/2014 - 08/31/2015 Program Name: Community Diabetes Project

Coalition Meetings -
 ___4___ (# of meetings)

Organizational changes impacting community systems, policy, and/or environments in different community sectors (e.g., health systems, worksites /businesses (including food industry), faith communities, nonprofits, government, neighborhoods, recreation, and schools) -
 ___2___ (# of changes)

Diabetes self-management classes in English (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Service), or other DSHS approved models) or similar activities -
 ___20___ (# of classes, not series)
 ___150___ (# of encounters)
 ___30___ (# completing series)

Diabetes self-management classes in Spanish (e.g., CDC diabetes self-management program, "Do Well, Be Well" (Texas Cooperative Extension Services) or other DSHS approved models) or similar activities -
 ___10___ (# of classes, not series)
 ___75___ (# of encounters)
 ___15___ (# completing series)

Physical activity - ongoing activity groups and events -
 ___32___ (# of sessions)
 ___240___ (# of encounters)
 ___30___ (# completing)

Psychosocial support groups-English -
 ___24___ (# of sessions)
 ___180___ (# of encounters)

Psychosocial support groups-Spanish
 ___0___ (# of sessions)
 ___0___ (# of encounters)

Series of English food and nutrition classes
 ___9___ (# of classes, not series)
 ___68___ (# of encounters)
 ___23___ (# completing series)

Series of Spanish food and nutrition classes
 ___6___ (# of classes, not series)
 ___45___ (# of encounters)
 ___15___ (# completing series)

Unduplicated participants served (refer to definitions) -
 _____ (# unduplicated participants)

Provider Education (Only TDC Minimum Standards of Care [flow sheet , toolkit and/or algorithms] -
 _10____ (# of providers reached)
 _10____ (# of TDC materials distributed to providers)

Public health information activities:

*Television _13____ (# of spots)
 _13____ (# of times spots will run)

Radio -
 _1____ (# of spots)

Print media (e.g., newspapers, church bulletins, business inserts or newsletters) -
 _1000____ (# of print media distributed)

Outdoor/Mobile advertising (e.g., bill boards, bus benches, ads inside buses, etc.) -
 _0____ (# of advertisements)

Web site activities –Walk Across Texas -
 _0____ (# of persons accessing web pages)

Materials Distribution (e.g., brochures, posters, from National Diabetes Education Program, TDC/DSHS and other sources) -
 _500____ (# of total materials distribution)

SEE FORM G: Performance Measures Guidelines below:

_5____ % Percent decrease in average waist circumference

_1____ % Percent decrease in average BMI

_1____ % Percent decrease in average A1c – self-report

_10____ % Percent decrease in average fasting blood glucose – self-report

_2____ % Percent decrease in average blood pressure

_2____ % Percent decrease in average cholesterol – self-report

_2____ % Percent decrease in average triglycerides – self-report

_25____ % Percentage of participants receiving recommended exams and immunizations (foot, eye, dental) – self-report

_10____ Number of participants who received a referral to cessation services

City of Texarkana, Texas

Version: B

Update Date: 8/18/2014 8:37 AM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Debbie Burk,
Ordinance No. 2014-102 rezoning a 2.904 acre tract of land in the Willis
Oldham HRS, A-458, located at 5307 and 5309 North State Line Avenue.
Planned Development-General Retail and General Retail to Commercial. David
Subject: Peavy, owner.

Public **Second** September 22, **Council**
Briefing: 9/22/2014 **Hearing:** 9/8/2014 **Briefing:** 2014 **Vote:** 10/13/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Z-14-8: This is a request by David Peavy, owner, to rezone a 2.904 acre tract of land in the Willis Oldham HRS, A-458, located at 5307 and 5309 North State Line Avenue from Planned Development-General Retail and General Retail to Commercial. The front portion of this property adjacent to State Line Avenue is zoned General Retail and a barbeque business (Namans) currently operates on the property. The rear part of the property is zoned Planned Development-General Retail and a single family residence is currently located on this portion.

Mr. Peavy has stated that the proposed use of the property is an open-air market or other type of commercial use. A pavilion or additional structures to allow the market area may be constructed at the site. It should be noted that any type of outside storage requires Commercial zoning.

The adjacent zoning is Commercial to the north and south and Industrial-1 to the west. Texarkana, Arkansas is located to the east. The adjacent land use is motels and a restaurant to the north, a hotel to the south and the Northgate manufactured home park to the west.

The Comprehensive Plan has designated this as a Mixed Use Development area.

The applicant should be aware that commercial code upgrades would be required if the residence is to be used for business purposes.

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

Potential Options:

Approve the request for rezoning. Deny the request for rezoning.

Fiscal Implications:

None

Staff Recommendation:

City of Texarkana, Texas

Most of the businesses in this area and along State Line Avenue are zoned Commercial. This use is consistent with others in the area and the Comprehensive Plan. Staff recommends for approval of the request.

Advisory Board/Committee Review:

Planning and Zoning Commission at their August 4, 2014 meeting.

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval of this request.

Advisory Board/Committee Meeting Date and Minutes:

August 4, 2014

Attachments

- a. Goals and Perspectives (DOCX)
- b. Ord. #2014-102 (DOCX)
- c. Exhibit "A" to attach to Ord. 2014-102 (PDF)
- d. Maps for Ord. 2014-102 (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	08/11/2014 3:28 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
08/12/2014 8:59 AM		
City Manager	John Whitson	City Manager Review Completed 08/18/2014
8:37 AM		
City Council	Jennifer Evans	Meeting Completed 09/09/2014
11:37 AM		

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	☒	Sign posted

Other:

Z-14-8

ORDINANCE NO. 2014-102

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 2.904 ACRE TRACT OF LAND IN THE WILLIS OLDHAM HRS, A-458, (EXHIBIT “A”), LOCATED AT 5307 AND 5309 NORTH STATE LINE AVENUE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM PLANNED DEVELOPMENT-GENERAL RETAIL (PD-98-7) AND GENERAL RETAIL TO COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone a 2.904 acre tract of land located in the Willis Oldham HRS, A-458, (Exhibit “A”), located at 5307 and 5309 North State Line Avenue in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and General Retail to Commercial**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted six (6) to zero (0) to recommend the application for rezoning from Planned Development-General Retail and General Retail to Commercial** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Planned Development-General Retail and General Retail to Commercial** is in the best interest of the public health, safety, morals and general welfare of the City;

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone a

Attachment: Ord. #2014-102 [Revision 2] (1170 : Ord. No. 2014-102 Z-14-8: 5307 & 5309 N. State Line. PD-GR & GR to Commercial)

2.904 acre tract of land located in the Willis Oldham HRS, A-458, (Exhibit “A”), located at 5307 and 5309 North State Line Avenue in the City of Texarkana, Bowie County, Texas, from **Planned Development-General Retail and General Retail to Commercial.**

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 October, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"

THIS IS TO CERTIFY: That this plat correctly reflects the results of a survey made by us on the ground covering all that certain tract or parcel of land situated in the Willis Oldham Headright Survey A-458, Bowie County, Texas, being a portion of a certain called 3.4 acre tract of land conveyed to Carlton J. Fountain, et ux, by deed dated February 6, 1956, of record in Volume 333, page 440, Deed Records Bowie County, Texas, being more particularly described by metes and bounds as follows:

Tract No. 1

BEGINNING at a 1/2 inch iron pin set for corner on the North line of said 3.4 acre tract, N 90° 00' 00" E, (East) 280.45 feet from the Northwest corner of said 3.4 acre tract;
 THENCE: N 90° 00' 00" E, (East) with the North line of said 3.4 acre tract, 326.94 feet to an iron pin found for corner on the West right-of-way line of U.S. Highways No. 59 and 71 (Stateline);
 THENCE: S 00° 09' 29" W, with said right-of-way line, 119.11 feet to a right-of-way marker found at an angle point;
 THENCE: S 50° 19' 02" W, continuing with said right-of-way line, 154.88 feet to a 1/2 inch iron pin set for corner on the South line of said 3.4 acre tract;
 THENCE: N 90° 00' 00" W, (West) with the South line of said 3.4 acre tract, 207.42 feet to 1/2 inch iron pin set for corner;
 THENCE: N 00° 00' 00" W, (North) 218.00 feet to the PLACE OF BEGINNING and containing 1.50 acres of land, more or less.

Tract No. 2

BEGINNING at a 1/2 inch iron pin set for corner at the Northwest corner of said 3.4 acre tract;
 THENCE: N 90° 00' 00" E, (East) with the North line of said 3.4 acre tract, 280.45 feet to a 1/2 inch iron pin set for corner;
 THENCE: S 00° 00' 00" E, (South) 218.00 feet to a 1/2 inch iron pin set for corner on the South line of said 3.4 acre tract;
 THENCE: S 90° 00' 00" W, (West) with the South line of said 3.4 acre tract, 280.80 feet to an iron pin found for corner in a fence line, said point being the Southwest corner of said 3.4 acre tract;
 THENCE: N 00° 05' 34" E, with the West line of said 3.4 acre tract, same being along a fence line, 218.00 feet to the PLACE OF BEGINNING and containing 1.404 acres of land, more or less.

The fences along the North and South lines of subject tracts are not on the property line as shown.

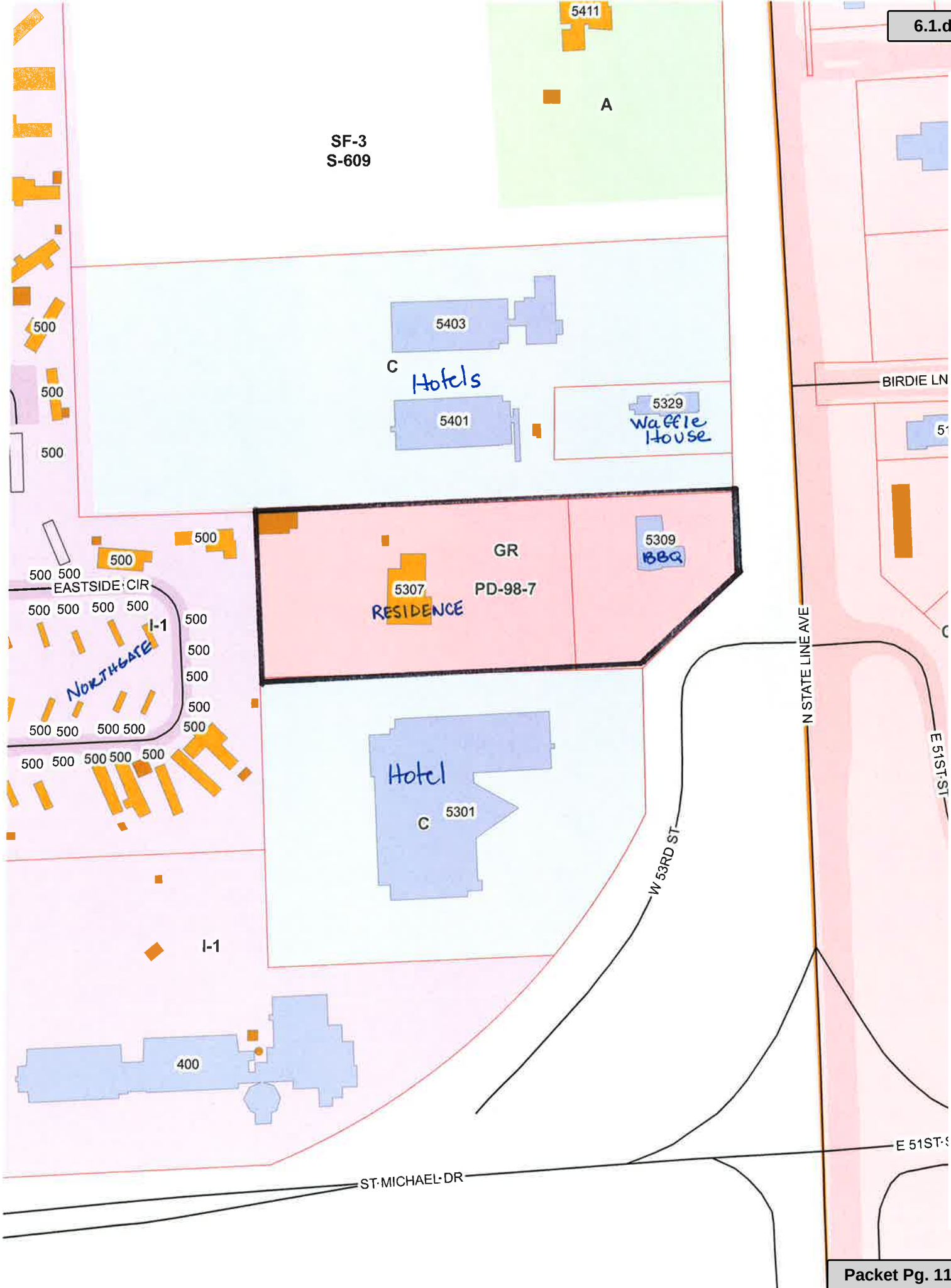
All dimensions are correct as shown.

Scale: 1" = 40'
 October 20, 1998
 982090

MHA TECHNICAL GROUP - TEXARKANA
 MURRAY, THOMAS & GRIFFIN, INC.
 P.O. Box 3786
 Texarkana, Texas 75501

Jerry H. Griffin
 Jerry H. Griffin, R.P.L.S.
 Texas Reg. No. 1715





SF-3
S-609

5411

A

5403

C

Hotels

5401

5329

Waffle
House

BIRDIE LN

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City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 8/18/2014 8:46 AM

Lead Department: Human Resources **Action Officer:** Jim Powell, Director of Human Resources

Subject: Resolution No. 2014-105 confirming the appointment of Mr. Bob Hay to the City of Texarkana Civil Service Commission.

Briefing: 9/22/2014 **Public Hearing:** 9/8/2014 **Second Briefing:** 9/22/2014 **Council Vote:** 9/22/2014

Item Schedule

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

Commissioner Mr. Bob Hay's current appointment to the Civil Service Commission expires on 30 SEP 14. City Manager, John Whitson, has reappointed Mr. Hay to serve a fourth consecutive term. In accordance with Texas Local Government Code, Section 143.006 the reappointment must be confirmed by a two-thirds majority vote of the City Council.

Potential Options:

- Confirm Appointment
- Reject Appointment

Fiscal Implications:

None

Staff Recommendation:

Confirm Appointment

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- Goals and Perspectives (DOCX)
- Res. No. 2014-105 Bob Hay Civil Service Commission Appointment (DOCX)

City of Texarkana, Texas**Staff Coordination**

Human Resources	Jim Powell	Department Head Review	Completed
	08/13/2014 4:13 PM		
Public Information Officer		Lisa Thompson	PIO Review Completed
	08/13/2014 4:28 PM		
City Manager	John Whitson	City Manager Review	Completed 08/18/2014
8:46 AM			
City Council	Jennifer Evans	Meeting	Completed 09/09/2014
11:37 AM			

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:

To maintain continuity of the Civil Service Commission.

Resource Impact:

None

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. 2014-105

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, CONFIRMING THE APPOINTMENT OF MR.
BOB HAY TO THE CITY OF TEXARKANA, TEXAS CIVIL SERVICE
COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Texas Local Government Code, Section 143.006 states that the Fire Fighters' and Police Officers' Civil Service Commission (hereinafter "Commission") shall consist of three members appointed by the municipality's chief executive; and

WHEREAS, the Commission members serve staggered three-year terms with the term of one member expiring each year; and

WHEREAS, the municipality's chief executive may reappoint a Commission member to consecutive terms; and

WHEREAS, a Commission member may not be reappointed to more than a third consecutive term unless the member's reappointment to a fourth or subsequent consecutive term is confirmed by a two-thirds majority of all the members of the municipality's governing body; and

WHEREAS, Mr. Bob Hay's third term expires on 30 SEP 14 (two full terms plus 23 months); and

WHEREAS, City Manager John A. Whitson has reappointed Mr. Bob Hay to a three-year term;

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF TEXARKANA, TEXAS hereby confirms the City Manager's reappointment of Mr. Bob Hay to the Civil Service Commission for the period beginning 1 OCT 14 and ending 30 SEP 17 and thanks him for his dedication and continued service to the community.

PASSED AND APPROVED in Regular Council Session on this the 22nd day of September, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Version: D

Update Date: 8/19/2014 8:59 AM

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution 2014-106 authorizing the City Manager to enter into a contract with
Mid-Continental Restoration Company, Inc. of Fort Worth, Texas, in an amount
not to exceed Two Hundred Fifty-Six Thousand Forty-Six and 06/100 dollars
(\$256,046.06) for the repair of the underside of the roof of the north three
million (3,000,000) gallon concrete clearwell at the Wright Patman water
Subject: treatment plant.

Briefing: 9/8/2014 **Public Hearing:** 9/8/2014 **Second Briefing:** September 22, 2014 **Council Vote:** 10/13/2014

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Bids were received Tuesday, July 29, 2014 for the Repair of the Underside of the Roof of the North Three Million (3,000,000) Gallon Concrete Clearwell at the Wright Patman Water Treatment Plant (WPWTP). Seven (7) bid packages for the project were sent out and one (1) contractor bid on the project. Mid-Continental Restoration Company of Fort Worth, Texas was the apparent low bidder for the project with a total bid of \$256,046.06. The project will consist of repairing the concrete beams and roof slab on the underside of the top of the north three million gallon concrete clearwell at the WPWTP. The clearwell was constructed in the early 1970's and the concrete on the underside of the tank roof has deteriorated due to the harsh environment present in the upper areas of the clearwell. The chlorine vapors present attack the surface of the concrete and allow the high humidity of the interior area to damage the reinforcing steel in the roof beams and roof slab causing the concrete to "spall" off. This project will repair those areas of the beams and roof slab that have been damaged over the years. The Texas Commission on Environmental Quality (TCEQ) has instructed the Utility to repair the beams and roof slab on this clearwell. Mid-Continental Restoration Company, Inc. is a national company that specializes in concrete and masonry repairs.

Potential Options:

- None
-

Fiscal Implications:

Adequate funds for this project are designated in the Lake Texarkana Water Supply Corporation (LTWSC) Capital Improvement Fund labeled Repair Clearwell Tops of the Utility's recently passed 2014-2015 budget.

Staff Recommendation:

Utility staff recommends approval.

City of Texarkana, Texas

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NONE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. Goals and Perspectives (DOCX)
- b. Resolution 2014-106 Wright Patman Water Treatment Plant Clearwell Repairs (DOC)
- c. Exhibit "A" Clearwell Bid tab (DOCX)

Staff Coordination

Water Utilities 12:02 PM	JD Phillips	Review	Completed	08/14/2014
Water Utilities	Bill King 08/14/2014 1:11 PM	Water Utilities Review	Completed	
TWU Finance 3:08 PM	Jim Cornelius	TWU Finance Review	Completed	08/14/2014
Finance Department 3:37 PM	Charlie Bassett	Finance Review	Completed	08/14/2014
Public Information Officer		Lisa Thompson	PIO Review	Completed
	08/14/2014 3:38 PM			
City Manager 8:59 AM	John Whitson	City Manager Review	Completed	08/19/2014
City Council 11:37 AM	Jennifer Evans	Meeting	Completed	09/09/2014

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:

(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:

RESOLUTION NO. 2014 - 106

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH MID-CONTINENTAL RESTORATION COMPANY, INC. OF FORT WORTH, TEXAS, IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY-SIX THOUSAND FORTY-SIX AND 06/100 DOLLARS (\$256,046.06) FOR THE REPAIR OF THE UNDERSIDE OF THE ROOF OF THE NORTH THREE MILLION GALLON (3,000,000) CONCRETE CLEARWELL AT THE WRIGHT PATMAN WATER TREATMENT PLANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on July 29, 2014, one (1) bid was received by the Texarkana Water Utilities for the Wright Patman Water Treatment Plant North Clearwell repairs; and

WHEREAS, the project will consist of repairing the concrete beams and roof slab of the north three million (3,000,000) gallon clearwell at the Wright Patman Water Treatment Plant; and

WHEREAS, the lowest and only bid by a responsible vendor for this project was submitted by MID-CONTINENTAL RESTORATION COMPANY, INC. of Fort Worth, Texas, a copy of which is attached hereto as Exhibit "A", in an amount not to exceed TWO HUNDRED FIFTY-SIX THOUSAND FORTY-SIX AND 06/100 DOLLARS (\$256,046.06); and

WHEREAS, there are funds budgeted in the Texarkana Water Utilities 2014-2015 budget at THREE HUNDRED SIXTY-ONE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$361,438.00) in the Lake Texarkana Water Supply Corporation Capital Improvement Fund for the repair of the clearwell tops.

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

SECTION 1: That the lowest and only bid by a responsible vendor, submitted by MID-CONTINENTAL RESTORATION COMPANY, INC. of Fort Worth, Texas, a copy of which is attached hereto as Exhibit "A", be and is hereby approved in an amount not to exceed TWO HUNDRED FIFTY-SIX THOUSAND FORTY-SIX AND 06/100 DOLLARS (\$256,046.06) for the repair of the concrete beams and roof slab of the north three million (3,000,000) gallon clearwell at the Wright Patman Water Treatment Plant.

SECTION 2: That the City Manager be and is authorized to contract with MID-CONTINENTAL RESTORATION COMPANY, INC. of Fort Worth, Texas for the above-described services.

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

PASSED AND APPROVED in Regular Council Session on this the 8th day of September, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: Resolution 2014-106 Wright Patman Water Treatment Plant Clearwell Repairs [Revision 4] (1175 : Resolution 2014-106 Wright

TEXARKANA WATER UTILITIES**Bid Tabulation****Wright Patman Water Treatment Plant****North Three Million Gallon Clearwell Repair****2:00 P.M., Tuesday, July 29, 2014**

1. KKM Construction, Inc.	No Bid
2. DN Tanks/Concrete Tank Service	No Bid
3. Jeans Waterproofing of Texas, LLP	No Bid
4. Mobile Enterprises, Inc.	No Bid
5. Mid-Continental Restoration Co., Inc.	\$256,046.06
6. Southwest Construction Services	No Bid
7. Restek, Inc.	No Bid

Time First Bid Opened: 2:00 P.M.

Number of Bidders: 1

Apparent Low Bidder: Mid-Continental Restoration Co., Inc.

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Subject: Ordinance No. 2014-100 fixing the tax rate and levy for the fiscal year ending September 30, 2015.
Briefing: 9/22/2014 **Public Hearing:** 8/25/2014 **Second Briefing:** September 8, 2014 **Council Vote:** 9/22/2014

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

After adoption of the budget the City Council is required to adopt a tax rate that is sufficient to fund that budget for the next fiscal year. The rate that is proposed to be adopted is \$.669293 cents on each \$100 of assessed value of property in the City. This is the same rate as last year, and is lower than the calculated effective tax rate of \$.669446 cents/\$100, and also less than the calculated rollback rate of \$.945998/\$100.

Potential Options:

- Adopt the proposed tax rate, which will fund the proposed budget for fiscal year 2015.
- Do not adopt the proposed tax rate, which causes a rollback to last year's rate (same rate).

Fiscal Implications:

Adoption of this tax rate provides adequate funding for the fiscal year 2015 budget.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. Goals and Perspectives (DOCX)
- b. 2014-100 Tax Rate (DOCX)

City of Texarkana, Texas

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed	
	07/31/2014 3:35 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	08/01/2014
	3:54 PM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	08/01/2014 7:03 PM			
City Manager	John Whitson	City Manager Review	Completed	08/04/2014
	8:37 AM			
City Council	Jennifer Evans	Meeting	Completed	08/26/2014
	11:59 AM			

Meeting History

08/11/14	City Council	MOVED FORWARD	Next: 08/25/14
Charlie Bassett briefed this item.			

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

ORDINANCE NO. 2014-100

AN ORDINANCE FIXING THE TAX RATE AND LEVY IN AND FOR THE CITY OF TEXARKANA, TEXAS, FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015, UPON ALL TAXABLE PROPERTY IN THE CITY OF TEXARKANA, TEXAS, FOR THE PURPOSE OF PAYING THE CURRENT EXPENSES OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2014, AND ENDING SEPTEMBER 30, 2015; MAINTAINING A SINKING FUND TO RETIRE THE PRINCIPAL AND INTEREST OF THE BONDED INDEBTEDNESS AND CERTIFICATES OF OBLIGATION OF THE CITY; PROVIDING FOR THE RENDITION AND ASSESSMENT OF TAXES IN ACCORDANCE WITH THE STATE LAW; PROVIDING THAT IN THE EVENT ANY PROVISIONS OF THIS ORDINANCE BE HELD UNCONSTITUTIONAL AND INVALID SUCH HOLDING SHALL NOT AFFECT THE REMAINING PROVISIONS THEREOF IN CONFLICT HERewith; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: There is hereby levied for the fiscal year ending September 30, 2015, upon all real property situated within the corporate limits of said City of Texarkana, Texas, and on all personal property which was owned within the corporate limits of said City of Texarkana, Texas, on the first day of October, A.D. 2014, except so much thereof as may be exempt by the Constitution and Laws of the State of Texas, a total tax of \$.669293 CENTS on each ONE HUNDRED DOLLARS (\$100.00) of assessed valuations on all of said property, which said total tax is here and now levied respectively as follows:

a. An ad valorem tax of and at the rate of \$.445789 CENTS on each ONE HUNDRED DOLLARS (\$100.00) of assessed valuation of said taxable property is hereby levied for the fiscal year ending September 30, 2015 for the general City purposes to pay the current operating expenses of said City of Texarkana, Texas, for the fiscal year beginning on October 1, 2014, and ending September 30, 2015, which tax, when collected shall be appropriated to and deposited in and to the credit of the General Fund of said City of Texarkana, Texas.

b. An ad valorem tax of and at the rate of \$.012824 CENTS on each ONE HUNDRED DOLLARS (\$100.00) of assessed valuation of said taxable property is hereby levied for the fiscal year ending September 30, 2015 for the operating expenses of Tax Increment Reinvestment Zone #1, for the fiscal year beginning on October 1, 2014, and ending September 30, 2015, which tax, when collected shall be appropriated to and deposited in and to the credit of the Tax Increment Reinvestment Zone #1 Fund of the City of Texarkana, Texas.

c. An ad valorem tax of and at the rate of \$.210680 CENTS on each ONE HUNDRED DOLLARS (\$100.00) of assessed valuation of said taxable property is hereby levied for the fiscal year ending September 30, 2015, for the purpose of maintaining an Interest and Sinking Fund with which to pay the interest and retire the principal of the valid bonded and warrant indebtedness and Certificates of Obligation of the City of Texarkana, Texas, now outstanding, and such tax, when collected, shall be appropriated and deposited in and to the credit of the Interest and Sinking Fund of the said City of Texarkana, Texas.

Publish

SECTION 2: Property situated in the City of Texarkana, Texas, shall be rendered and assessed in accordance with the laws of the State of Texas, and the Charter and Ordinances of the City of Texarkana, Texas.

SECTION 3: In the event any provision of this Ordinance shall be held unconstitutional and invalid by a Court of competent jurisdiction, the same shall not affect the remaining provisions hereof.

SECTION 4: All Ordinances or parts thereof in conflict with any of the provisions of this Ordinance are hereby expressly repealed to the extent of such conflict.

PASSED AND APPROVED and ordered published by the City Council of the City of Texarkana, Texas, in Regular Council Session on this the 22nd day of September, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Publish



CITY OF TEXARKANA, TEXAS

PROPOSED TAX RATE FOR FY 2015

GENERAL FUND	\$0.445789
TIRZ #1	0.012824
DEBT SERVICE	<u>0.210680</u>
TOTAL RATE	<u>\$0.669293</u> Per \$100 Valuation

COUNCIL MEMBERS	SIGNATURE	RECORD VOTE		
		FOR	AGAINST	ABSTAIN
Mayor, Bob Bruggeman				
Member, Brad Casteel				
Member, Ms. Willie Ray				
Member, Ms. Tina Veal-Gooch				
Member, Brian Matthews				
Member, Bill Miller				
Member, Josh Davis				

APPROVED THE _____ OF _____, 2014

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Subject: Resolution 2014-094 authorizing the City Manager to enter into contracts for
the purchase of chemicals for water and wastewater treatment.
Briefing: 9/8/2014 **Public Hearing:** 8/11/2014 **Second Briefing:** August 25,
2014 **Council Vote:** 9/8/2014

Item Schedule

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

Updates/History of Briefing:

At the August 11, 2014 council meeting, Paul Peters spoke at the Public Hearing on this agenda item and gave the Council a handout entitled: Request for Water Treatment Chemical (Aluminum Sulfate) Re-Bid. This document has been attached to this item.

At the August 25, 2014 council meeting, TWU Executive Director Bill King gave council a detailed summary of the bidding and mailing process involving Chemtrade Chemicals. A copy of that summary is attached to this item.

Executive Summary and Background Information:

Bids were advertised and thirteen chemicals specification packages were mailed to perspective bidders in June. Bids were received and opened at 2:00 PM, July 8, 2014, on the following chemicals required for water and wastewater treatment for FY 2014-2015: Anhydrous Ammonia, Hydrated Lime and Aluminum Sulfate for water treatment. Sulphur Dioxide, HTH (100# containers) and Liquid Caustic Soda (drums) for wastewater treatment. Liquid Caustic Soda (bulk) and Liquid Chlorine for water and wastewater treatment. Prices fell moderately on four of the chemicals used in highest quantity for Texarkana's water and wastewater treatment, specifically Sulphur Dioxide, Aluminum Sulfate, Caustic Soda and Liquid Chlorine which will result is a decrease in unit cost/thousand gallons treated in water and wastewater. See Exhibit "A" for a comparison of current chemical costs and bids for FY 2014-2015 chemical costs.

Potential Options:

- NONE
-

Fiscal Implications:

Recommendations are for the low bid price per unit, from the listed vendors as show on the bid tabulation sheet – Exhibit "A", in an aggregate amount not to exceed the amount budgeted in the Texarkana Water Utilities, Departments 410, 420, 490, 520, 530 and 540 Operating Fund Budgets for FY 2014-2015.

Staff Recommendation:

Utility 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. Goals and Perspectives (DOCX)
- b. Res. No. 2014-094 Chemical Bids (DOC)
- c. Chemical Bid Tab Exhibit A.xlsx (PDF)
- d. Reso. 2014-094 RE-BID Request 081114 Attachment (PDF)
- e. Reso. 2014-094 TWU Chemical Bid Summary (PDF)

Staff Coordination

Water Utilities	Bill King	Department Head Review	Completed	
	07/17/2014 2:08 PM			
TWU Finance	Jim Cornelius	TWU Finance Review	Completed	07/17/2014
	2:18 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	07/18/2014
	8:43 AM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	07/18/2014 8:44 AM			
City Manager	John Whitson	City Manager Review	Completed	07/25/2014
	7:48 AM			
City Council	Jennifer Evans	Meeting	Completed	08/12/2014
	4:12 PM			

Meeting History

07/28/14 City Council MOVED FORWARD Next: 08/11/14

08/11/14 City Council MOVED FORWARD Next: 08/25/14

Paul Peters, of Chemtrade Chemicals US (formerly General Chemical), spoke at this public hearing and provided documents for Council to consider granting a re-bid. Bill King, Executive Director of Texarkana Water Utilities, spoke to the bid process.

Various council members had questions for Mr. Peters and Mr. King. City Manager Whitson answered a few of Council's questions. Jeff Lewis, legal counsel for the City, asked questions of Mr. Peters and made comments for Council consideration. Mayor Bruggeman requested a detailed follow up report, as far as this discussion, for council review at the next scheduled council meeting.

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

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. 2014 -094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING BIDS AND AUTHORIZING THE CITY MANAGER TO ENTER INTO CONTRACTS WITH TANNER INDUSTRIES, INC. FOR ANHYDROUS AMMONIA, DPC INDUSTRIES, INC. FOR SULPHUR DIOXIDE, CAUSTIC SODA (DRUMS) AND LIQUID CHLORINE, AFFINITY CHEMICAL, LLC FOR ALUMINUM SULFATE, HARCROS CHEMICALS, INC. FOR HTH AND CAUSTIC SODA (BULK) AND U.S. LIME COMPANY FOR HYDRATED LIME FOR THE PURCHASE OF CHEMICALS FOR WATER AND WASTEWATER TREATMENT FOR THE TEXARKANA, TEXAS WATER AND SEWER OPERATIONS FOR FY 2014-2015; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities has certain chemical requirements for proper treatment of water and wastewater; and

WHEREAS, bids have been advertised and tabulated for these chemicals; and

WHEREAS, Utility staff has recommended the lowest bid received and anticipate funds to be available in the FY 2014-2015 budget.

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

SECTION 1: That the lowest and best bid received for Anhydrous Ammonia, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from Tanner Industries, Inc. at \$0.81 per pound described in attached Exhibit "A", be and is hereby accepted.

SECTION 2: That the City Manager is hereby authorized to enter into a contract with Tanner Industries, Inc. for the purchase of Anhydrous Ammonia for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 3: That the lowest and best bid received for Sulphur Dioxide, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from DPC Industries, Inc. at \$663.00 per ton described in attached Exhibit "A", be and is hereby accepted.

SECTION 4: That the City Manager is hereby authorized to enter into a contract with DPC Industries, Inc. for the purchase of Sulphur Dioxide for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 5: That the lowest and best bid received for Aluminum Sulfate, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from Affinity Chemical, LLC at \$184.80 per dry ton described in attached Exhibit "A", be and is hereby accepted.

SECTION 6: That the City Manager is hereby authorized to enter into a contract with Affinity Chemical, Inc. for the purchase of Aluminum Sulfate for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 7: That the lowest and best bid received for HTH (100# Containers), a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from Harcros Chemicals, Inc. at \$1.45 per pound described in attached Exhibit "A", be and is hereby accepted.

SECTION 8: That the City Manager is hereby authorized to enter into a contract with Harcros Chemicals, Inc. for the purchase of HTH (100# Containers) for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 9: That the lowest and best bid received for Caustic Soda (Bulk), a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from Harcros Chemicals, Inc. at \$0.15325 per pound described in attached Exhibit "A", be and is hereby accepted.

SECTION 10: That the City Manager is hereby authorized to enter into a contract with Harcros Chemicals, Inc. for the purchase of Caustic Soda (Bulk) for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 11: That the lowest and best bid received for Caustic Soda (Drums), a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from DPC Industries, Inc. at \$0.66 per pound described in attached Exhibit "A", be and is hereby accepted.

SECTION 12: That the City Manager is hereby authorized to enter into a contract with DPC Industries, Inc. for the purchase of Caustic Soda (Drums) for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 13: That the lowest and best bid received for Liquid Chlorine, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from DPC Industries, Inc. at \$397.40 per ton described in attached Exhibit "A", be and is hereby accepted.

SECTION 14: That the City Manager is hereby authorized to enter into a contract with DPC Industries, Inc. for the purchase of Liquid Chlorine for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 15: That the lowest and best bid received for Hydrated Lime, a chemical for the Texarkana, Texas Water and Sewer Operations for FY 2014-2015, was received from U.S. Lime Company at \$167.12 per ton described in attached Exhibit "A", be and is hereby accepted.

SECTION 16: That the City Manager is hereby authorized to enter into a contract with U.S. Lime Company for the purchase of Hydrated Lime for Texarkana, Texas Water and Sewer Operations for the period FY 2014-2015.

SECTION 17: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 8th day of September, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TABULATION OF BIDS
2015 CHEMICAL BIDS
JULY 8, 2014

Exhibit "A"

CHEMICAL PURCHASES PROJECTED FOR THE PERIOD OCTOBER 1, 2014 - SEPTEMBER 30, 2015

CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Anhydrous Ammonia	Tanner Industries, Inc. 735 Davisville Rd Southampton, PA 18966	\$0.81 cost per pound	\$0.79 cost per pound	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Sulphur Dioxide	DPC Industries, Inc. 15838 Brittain Ct. Lindale, TX 75771	\$663.00 cost per ton	\$674.00 cost per ton	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Aluminum Sulfate	Affinity Chemical, LLC. 82 Crenshaw Drive Flanders, NJ 07836	\$184.80 cost per dry ton	\$224.00 cost per dry ton	1	1	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
HTH (100# Containers)	Harcros Chemicals, Inc. 1011 Jack Wells Blvd. Shreveport, LA 71107	\$1.45 cost per pound	\$1.45 cost per pound	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Caustic Soda (Bulk) Liquid Weight	Harcros Chemicals, Inc. 1011 Jack Wells Blvd. Shreveport, LA 71107	0.15325 cost per pound	0.29090 cost per pound	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Caustic Soda (Drums) Liquid Weight	DPC Industries, Inc. 15838 Brittain Ct. Lindale, TX 75771	0.66 cost per pound	0.45 cost per pound	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Liquid Chlorine	DPC Industries, Inc. 15838 Brittain Ct. Lindale, TX 75771	\$397.40 cost per ton	\$599.00 cost per ton	1	0	13
CHEMICAL	COMPANY	BID FY 2015	COST FY 2014	BIDS RECEIVED	REPS. PRESENT	BIDS MAILED
Hydrated Lime	U.S. Lime Company 5429 LBJ Freeway Suite 230 Dallas, TX 75240	\$167.12 cost per ton	\$162.25 cost per ton	2 *	0	13

* The Arkansas Lime Co submitted the second and higher bid for Hydrated Lime at \$173.04 per ton

Attachment: Chemical Bid Tab Exhibit A.xlsx (1160 : Resolution 2014-94 Chemicals for Water and Wastewater Treatment)

Request for Water Treatment Chemical (Aluminum Sulfate) Re-Bid

To: Texarkana Water Utilities and City of Texarkana, TX City Council

From: Paul Peters – Business Manager – Chemtrade Chemicals US (Formerly General Chemical)

RE: Re-Bid Request for Water Treatment Chemical (Aluminum Sulfate) – No notice or receipt of public bid

Timeline

- Chemtrade Account Manager, Robert Naranjo, visited Water Treatment Plant about bid extension of current bid on June 23. Met with Chief Operator, and talked to Rick Barton on phone following day.
- Request was declined, and told new bid would be coming out.
- We got notice that bid had opened on July 8 – two weeks one day time span from Plant visit.
- No indication or notice bid was out, and no bid received.
- When questioned, Paula Jeans, Purchasing Agent, said bid was sent to PO Box in Dallas.
- To this day, bid still not received...regular mail usually forwarded from drop box.
- July 8th, Robert talked to Paula Jeans about not receiving the bid. Said she would review with Managers since they only received one bid for Alum and other chemicals.
- Email and re-bid request sent to Paula Jeans/Purchasing on July 8th
- No response to email. Robert spoke with Paula on July 14th and she advised they would not re-bid. She was asked at least twice to respond to our letter to officially decline our request, which was never done.
- Lee Gossa, Chemtrade Marketing Director, spoke to Councilwoman Ray, who advised to talk to Mayor Bruggeman, but he was on vacation until July 21.
- Paul Peters sent email and letter to Mayor Bruggeman on July 18th.
- Spoke to Mayor on July 23rd. Email not received so resent.
- Mayor advised he would be happy to look into it and take the situation to the City Manager.
- Council Meeting on July 28 to approve bid. Was delayed so Chemtrade could present argument at next meeting August 11.

Speaking Points

- Timeline/Explanation of events
- Current competitive market below current bid price of \$229 per dry ton.
- Expected savings from Chemtrade on new bid offer of over \$110k.
- Chemtrade recently won bid at Paris, TX at \$181, and that is further away and has more freight than Texarkana.
- Texarkana is 2000 dry tons volume, where Paris is 1000 dry tons.

Peters, Paul

From: Peters, Paul
Sent: Tuesday, July 08, 2014 8:26 PM
To: 'jeans@txkusa.org'
Cc: 'rbarton@txkusa.org'; Naranjo, Robert; Wilson, Eric; Gossa, Lee
Subject: Water Chemicals Re-Bid Request
Attachments: Texarkana Re-Bid Request Letter.docx

July 8, 2014

Ms. Paula Jeans
Texarkana Water Utilities

Dear Ms. Jean,

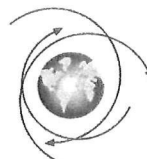
In reference to the recent bid for Water Treatment Chemicals, please see the attached letter explaining Chemtrade's position in not receiving the bid, and requesting a re-bid.

We would greatly appreciate your consideration in this matter and providing the opportunity for us to participate in the Chemical Bidding Process.

Regards,

Paul Peters
Business Manager Southeast Region - Water Chemicals
Chemtrade Chemicals US LLC - 1008 Cedar Lake Rd SE, Decatur, AL 35603
ppeters@chemtradelogistics.com
256-350-6133 (office) 256-318-4452 (mobile) 256-340-0033 (fax)

Attachment: Reso. 2014-094 RE-BID Request 081114 Attachment (1160 : Resolution 2014-94 Chemicals for Water and Wastewater Treatment)

**CHEMTRADE**

July 8, 2014

Ms. Paula Jeans
Texarkana Water Utilities – Purchasing Agent
801 Wood Street
Texarkana, TX 75501

RE: Bid - Water Treatment Plant Chemicals
Aluminum Sulfate

Dear Ms. Jeans,

As the incumbent bidder for Aluminum Sulfate, we have appreciated your business in the past and have looked forward to continuing to do business with you going forward.

It has come to my attention that the bid for Water Treatment Chemicals was due and opened on July 8, 2014. Chemtrade Solutions (formerly General Chemical) had all intentions of participating in this bid process and maintaining this business. Our Account Manager, Robert Naranjo, even visited the Water Treatment Plant on June 23, 2014, and met with Mr. Barton in regards to this bid. However, we never received the bid to be able to participate, and only heard through others that the bid even opened on July 8th. We had no idea or notification the Utility had issued the bid and were soliciting bid responses.

After Mr Naranjo checked into this situation, it was discovered that the bid packet was mailed by Texarkana Water Utilities to our attention at a PO Box in Dallas, TX. This PO Box is only for receipt of payments, by a bank, and no normal correspondence ever goes to this address. Since we have done business with Texarkana Water Utilities for so many years, we are unsure as to how this may have occurred, but it did nonetheless.

I would like to formally request a re-bid of the Water Chemicals, or more specifically the Aluminum Sulfate Liquid. We would like a fair opportunity to be able to offer pricing and participate in the bidding process. I also believe that with the state current market, should we be able to submit a bid that we would be favorable to Texarkana Water Utility by more than \$110,000/yr over the current price.

Chemtrade Chemicals US LLC
90 East Halsey Road, Parsippany, NJ 07054
T 973-515-0900 F 973-515-3232

Attachment: Reso. 2014-094 RE-BID Request 081114 Attachment (1160 : Resolution 2014-94 Chemicals for Water and Wastewater Treatment)

I appreciate your time and attention to this matter and hope you will agree that a re-bid is commercially fair and will also offer savings to your Utility. I look forward to your response to this request.

Regards,

Paul Peters
Chemtrade Solutions
Business Manager Water Chemicals

Peters, Paul

From: Peters, Paul
Sent: Friday, July 18, 2014 2:37 PM
To: 'rbbruggeman@aol.com'
Cc: 'willieray71@yahoo.com'; Gossa, Lee; Naranjo, Robert
Subject: Water Chemicals Re-Bid Request
Attachments: Texarkana Re-Bid Request Letter.docx

July 18, 2014

Mayor Bob Bruggeman
 City of Texarkana, TX
 C/O Texarkana Utilities

RE: Texarkana Chemical Bid

Dear Mayor Bruggeman,

Chemtrade Solutions, formerly General Chemical, has been a supplier of Water Treatment Chemicals to the City of Texarkana for many years. In fact we are the current supplier of Aluminum Sulfate Liquid. With the issue at hand, we contacted Councilwoman Ray, and she advised us to send this to your attention.

Recently, the new bid was sent out for chemical supply to the Water treatment Plant. Unfortunately, whoever sent the bid information packets out sent it to the incorrect address. The address where the packet was sent is strictly a bank processing center for payments. We have never had issues in receiving correspondence in the past, but this time it was obviously an issue. Long story made short, we never received notification of the bid, or were provided with an opportunity to submit pricing and participate. We didn't even know the bid was out until we heard through a third party that bids had been opened.

Per the below attached email and attached letter, I sent notification to Ms. Jeans and Mr. Barton that we were requesting a re-bid of the Aluminum Sulfate Liquid so that we would have an opportunity to participate and continue our long standing business with the City. To this date, I still have not received any acknowledgement of the letter, or any correspondence agreeing to or denying the request for a re-bid. Our Sales Account Manager, Robert Naranjo, did speak with Ms. Jeans and she advised there would not be a re-bid.

It is our understanding that there was only one bid received for Aluminum Sulfate Liquid. Without a doubt we would have submitted competitive pricing as well, had we received the bid and been afforded the opportunity to do so. In the spirit of a true competitive bid, we would like to ask for your assistance, along with the City Council, in considering our request for a re-bid of this chemical. Given the nature of what happened, and the fact that Texarkana Utilities is a large long standing customer of ours, we feel slighted in not even being able to participate. Not to mention the financial impact of such a loss. We also believe that we would have offered pricing for the current bid that would have offered substantial financial savings and benefit to the City and the Utility, which I'm sure is of interest to you and the other City leaders.

We would appreciate the consideration of this, or even hearing on this matter, and would like the opportunity to be able to attend and be a part of the hearing when a decision is made. We will be more than happy to present our argument to you and the Council, as well.

Thank you for your time, looking into this situation, and your consideration of our request for a re-bid. All we are asking for the opportunity to continue to provide quality product to the City and Utility, and to be able to offering competitive pricing like anyone else. I look forward to your response and hearing from you soon.

Regards,

Paul Peters
Business Manager Southeast Region - Water Chemicals
Chemtrade Chemicals US LLC - 1008 Cedar Lake Rd SE, Decatur, AL 35603
ppeters@chemtradelogistics.com
256-350-6133 (office) 256-318-4452 (mobile) 256-340-0033 (fax)

From: Peters, Paul
Sent: Tuesday, July 08, 2014 8:26 PM
To: 'jeans@txkusa.org'
Cc: 'rbarton@txkusa.org'; Naranjo, Robert; Wilson, Eric; Gossa, Lee
Subject: Water Chemicals Re-Bid Request

July 8, 2014

Ms. Paula Jeans
Texarkana Water Utilities

Dear Ms. Jean,

In reference to the recent bid for Water Treatment Chemicals, please see the attached letter explaining Chemtrade's position in not receiving the bid, and requesting a re-bid.

We would greatly appreciate your consideration in this matter and providing the opportunity for us to participate in the Chemical Bidding Process.

Regards,

Paul Peters
Business Manager Southeast Region - Water Chemicals
Chemtrade Chemicals US LLC - 1008 Cedar Lake Rd SE, Decatur, AL 35603
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256-350-6133 (office) 256-318-4452 (mobile) 256-340-0033 (fax)

Chemical Bid Summary

The “Notice to Bidders” for chemicals to be used at five TWU locations, specifically the South Regional Wastewater Treatment Plant, the North Texarkana Wastewater Treatment Plant, the Wagner Creek Wastewater Treatment Plant, the Millwood Water Treatment Plant, the International Paper Raw Water Station and the Wright Patman Water Treatment Plant, was published in the Texarkana Gazette on Sunday, June 15th and Sunday, June 22nd, 2014 as required by Texas Local Government Code Chapter 262 Sec 262.025. Eight (8) different chemicals, or types of chemicals, were bid. Although the specifications state, “Upon request, prospective bidders will be furnished with Notice to Bidders, Proposal Forms, General Conditions and Information for Bidders and Specifications for the entire group of Chemicals”, as a courtesy, bid specification packages were mailed to known vendors, at addresses believed to be correct, on Monday, June 16th, 2014.

Bids were accepted until 2:00 p.m. Tuesday, July 8th, 2014 at which time they were opened and read at the Texarkana Water Utilities main office at 801 Wood Street, Texarkana, Texas 75501. At least one (1) bid was received for each of the listed eight chemicals.

On July 8th, shortly after the bid opening, Mr. Naranjo, Chemtrade Account Manager, contacted Mrs. Paula Jeans by telephone and stated Chemtrade had not received a bid package. Mrs. Jeans carefully explained to Mr. Naranjo that bid packages are mailed out as a courtesy, in the interest of the city, to attract as many prospective bidders as possible but that it is the responsibility of prospective bidders to request bid packages and provide correct contact information.

Chemtrade stated that they mailed contact information to customers early in 2014 when they purchased General Chemical. A search of Chemtrade and General Chemical vendor files, in the Utility Accounting Division, by the Executive Director and Accounting personnel produced no communication from, or address from Chemtrade, other than the remit address on the invoice

from Chemtrade. At the time bid packages were mailed, the remit address was the only address available to Utility personnel.

The bid package mailed to Chemtrade on June 16th, 2014 by the Utility was returned to the Utility on July 14th, 2014 marked *Return to Sender, Insufficient Address, Unable to Forward, Return to Sender*.

In summary, the two publications of the notice to bidders meets the legal requirement of notice by the Utility as set forth in Texas Local Government Code, Chapter 262. It is a vendor's responsibility to track potential bidding opportunities and request appropriate bidding packages.

The current price from Chemtrade for Alum (liquid Aluminum Sulfate), which is used as a coagulant in water treatment, is \$224.00 per dry ton. The recent bid received on July 8th was \$184.80 per dry ton or a 17.5% reduction for the upcoming fiscal year. It is possible that a rebid of alum could result in a lower price for alum at the Wright Patman Water Treatment Plant. However, when the legal requirements have been met by the City, and other vendors have bid in good faith, to set a precedent of rebidding for the sole reason that a lower bid might be received is to invite a large number of challenges to any number of bids in the future.

Legal requirements of the bidding process were followed by the City and the responding bidders did so in good faith. Utility staff recommends that the bids for chemicals be accepted as submitted to Council.

City of Texarkana, Texas

Version: F

Update Date: 8/18/2014 4:52 PM

Briefing Sheet

Lead Department: Economic Development **Action Officer:** Jerry Sparks, Economic Developer
Resolution No. 2014-088 approving a Community Development Block Grant Revolving Loan to Pecan Point Brewing Company of Texarkana Texas in an amount not to exceed One Hundred Thousand and No/100 Dollars (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year Treasury notes of which the City may adjust the rate annually and authorizing the City Manager to execute the necessary documents.

Subject: documents.

Briefing: 8/25/2014 **Public Hearing:** 8/11/2014 **Second Briefing:** August 25, 2014 **Council Vote:** 9/8/2014

Item Schedule

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

Updates/History of Briefing:

Executive Summary and Background Information:

LOAN PROGRAM: CDBG RLF
 POTENTIAL BORROWER: Pecan Point Brewing Co
 John Hubbard & Bill Scurlock
 Objective: Improvements to Main Street property
 Loan Request: \$100,000
 Loan Approval: Not to exceed \$100,000 for 10 years @ an interest rate of not less than 1% over the rate of the 10-year Treasury notes, adjusted annually
 Sources of funds: CDBG
 Collateral: Real Estate, furniture, fixtures, personal guaranty
 Type of Project: Improvements to commercial property that has been vacant for several years.
 Jobs: Estimates 15 new jobs

Narrative: This loan will be used for improvements to property on Main Street in downtown Texarkana that has served a variety of purposes. The subject property adjoins the Perot Theatre, a City-owned structure.

The location is within the target area for the CDBG RLF. The borrower's financial statements indicate an ability to repay the loan and the building will be used as security.

This is a new venture and it has no financial history.

Governmental and non-profit revolving loan fund programs have two broad responsibilities. The first is to meet some pre-established programmatic criteria. The

City of Texarkana, Texas

program goals can be driven by geography, local economies, targeted demographic groups, entrepreneurial activities, or other policy positions.

The second responsibility is credit worthiness of the loan. Revolving loan programs can be sustainable only with the repayment of loans. The programmatic criteria may influence credit standards. There should be a balance between program goals and credit worthiness in the decision-making process.

For these loans for the CDBG Revolving Loan Fund, the pre-approval committee found:

- The applicants meet program criteria established for the CDBG RLF.
- The businesses are within the geographic or demographic target areas.
- The applicants have the capability of meeting employment objectives.
- The applicants have a demonstrated capacity for repayment.
- The applicants have adequate net worth or available collateral to support sound lending practices.

For establishment of the CDBG RLF:

- Legal ad and public posting of information meeting on the loan program (see attached)
- RLF discussed in two public hearings on 2011 CDBG Action Plan July 26 2011 and August 8, 2011.
- RLF discussed in public meeting on 2012 CDBG Action Plan June 6 2012
- RLF discussed in three public hearings on 2012 CDBG Action Plan July 18, 2012, July 25, 2012, and August 13, 2012.

Potential Options:

- Approve recommendation of loan review committee
- Disapprove recommendation of loan review committee

Fiscal Implications:

An amount not to exceed \$100,000 from the CDBG funds received by the City of Texarkana

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

CDBG RLF Loan Approval Committee recommends approval with security as indicated.

Advisory Board/Committee Meeting Date and Minutes:

CDBG RLF Committee met on July 9, 2014.

Attachments

- a. Goals and Perspectives (DOCX)
- b. Res. No. 2014-088 CDBG Revolving Loan Pecan Point Resolution (DOC)
- c. Pecan Point conceptual facade (DOCX)

City of Texarkana, Texas

- d. 2014-088 CDBG Revolving Loan - Pecan Point Brewing (PDF)
- e. Reso. 2014-088 signed (PDF)

Staff Coordination

Economic Development	Jerry Sparks	Department Head Review	
Completed	07/16/2014 11:09 AM		
Planning and Community Development	David Orr	Review	Completed
07/16/2014 3:00 PM			
Finance Department	Charlie Bassett	Finance Review	Completed 07/18/2014
8:33 AM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
07/18/2014 8:35 AM			
Assistant City Manager	Shirley Jaster	Review	Completed
07/18/2014 8:37 AM			
City Manager	Shirley Jaster	City Manager Review	Completed 07/18/2014
8:45 AM			
City Council	Jennifer Evans	Meeting	Completed 08/12/2014
4:12 PM			

Meeting History

07/28/14	City Council	MOVED FORWARD	Next: 08/11/14
08/11/14	City Council	MOVED FORWARD	Next: 08/25/14
No citizen spoke at this public hearing.			

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 applicable

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: CDBG RLF is a part of CDBG Consolidated Plan. The Plan is discussed in public meetings prior to approval.

RESOLUTION NO. 2014-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN TO PECAN POINT BREWING COMPANY OF TEXARKANA, TEXAS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR A PERIOD OF TEN (10) YEARS AT AN INTEREST RATE OF ONE PERCENT (1%) OVER THE RATE FOR TEN (10) YEAR TREASURY NOTES OF WHICH THE CITY MAY ADJUST THE RATE ANNUALLY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has established a Community Development Block Grant Consolidated Plan instituting a Community Development Block Grant Revolving Loan Fund of which funds were capitalized through 2014 and 2015 Community Development Block Grant Action Plans and appropriated in the fiscal year 2014 budget; and

WHEREAS, a loan application was made by Pecan Point Brewing Company of Texarkana, Texas in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00); and

WHEREAS, the city loan committee and staff have reviewed and recommended approval of the application by Pecan Point Brewing Company of Texarkana, Texas in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year treasury notes of which the city may adjust the rate annually;

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 make a Community Development Block Grant Consolidated Plan Loan to Pecan Point Brewing Company of Texarkana, Texas in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year treasury notes of which the city may adjust the rate annually.

SECTION 2: That the City Manager is hereby authorized to execute the necessary documents to provide such loan in accordance with the Community Development Block Grant guidelines.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



**CDBG RLF
Approval Matrix**

Applicant: Pecan Point

Policy Criteria(must meet at least one of the following)

5 points for 1st criteria; 1 point subsequent criteria

Commercial Development in target area	5	
Job Creation in target area	1	
Job Retention in target area	0	
Low to Mod Area	1	
Gap Financing		
Small Business	1	
Micro business		
Acquisition or Rehabilitation of Privately Owned Commercial/Industrial Property	1	
Job Creation for Low/Mod Clientele		
Job Training for Low/Mod Clientele		
No Job Pirating	1	

Financial Criteria

(must meet at least one of the following)

O-5 points for each criteria; scores will determine approval, term, & interest rate

Collateral	3	
Cash Flow & Repayment Ability	0	New business venture
Credit History	0	No credit reports
Project Costs Reasonable	3	
All Sources of Funding Committed	4	includes Main St RLF
Reasonable Owner Equity (1 point for each 10% equity, max of 5)	5	
	25	

RESOLUTION NO. 2014-088

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A COMMUNITY DEVELOPMENT BLOCK GRANT REVOLVING LOAN TO PECAN POINT BREWING COMPANY OF TEXARKANA, TEXAS IN AN AMOUNT NOT TO EXCEED ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) FOR A PERIOD OF TEN (10) YEARS AT AN INTEREST RATE OF ONE PERCENT (1%) OVER THE RATE FOR TEN (10) YEAR TREASURY NOTES OF WHICH THE CITY MAY ADJUST THE RATE ANNUALLY; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City has established a Community Development Block Grant Consolidated Plan instituting a Community Development Block Grant Revolving Loan Fund of which funds were capitalized through 2014 and 2015 Community Development Block Grant Action Plans and appropriated in the fiscal year 2014 budget; and

WHEREAS, a loan application was made by Pecan Point Brewing Company of Texarkana, Texas in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00); and

WHEREAS, the city loan committee and staff have reviewed and recommended approval of the application by Pecan Point Brewing Company of Texarkana, Texas in an amount not to exceed ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for a period of ten (10) years at an interest rate of one percent (1%) over the rate for ten (10) year treasury notes of which the city may adjust the rate annually;

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

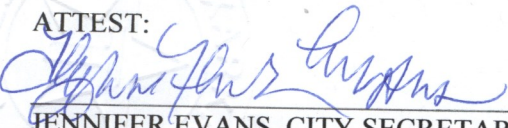
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SECTION 2: That the City Manager is hereby authorized to execute the necessary documents to provide such loan in accordance with the Community Development Block Grant guidelines.

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of August 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:05 p.m.

Attachment: Reso. 2014-088 signed (1153 : Resolution 2014-088 approving funding of a loan not to exceed \$100,000 from the CDBG RLF)

City of Texarkana, Texas

Version: C

Update Date: 7/18/2014 11:30 AM

Briefing Sheet

Lead Department: Police **Action Officer:** Michael Henry, Captain
Ordinance No. 2014-095 amending Chapter 33 "Towing Services and Vehicle
Subject: Impounds" of the Code of Ordinances of the City of Texarkana, Texas by
adding Paragraph "d" to Section 33-5 "Police Initiated Tow".
Public **Second** August 25, **Council**
Briefing: 9/8/2014 **Hearing:** 8/11/2014 **Briefing:** 2014 **Vote:** 9/8/2014

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Texas Law requires that people who drive in Texas pay for the crashes they may cause by maintaining financial responsibility for the vehicles they operate. Most drivers fulfill that requirement by purchasing liability insurance. Recent statistics show that over fourteen percent of the vehicles registered in Bowie County are not properly insured. The Police Department in recent years has averaged issuing seven citations per day to uninsured drivers. Uninsured motorists who are at fault in motor vehicle crashes cause undue financial hardship on law abiding citizens. This hardship is felt even more by those lower income families who may have their only means of transportation disabled by another driver who failed to acquire the mandated insurance. Impounding the vehicles of drivers who have been stopped for other violations will help reduce the threat of a law abiding citizen becoming the victim of an uninsured driver. Ordinances of this type have been used in other Texas cities over the last few years and have had a positive impact on the motoring public.

Potential Options:

- "None"
-

Fiscal Implications:

Towing uninsured vehicles will create an additional demand on Police Department resources, but it is believed the benefit to our citizens will be worth it. The additional workload is not expected to create any significant fiscal implications.

Staff Recommendation:

The Police Department recommends approval of the Ordinance to allow the impoundment of uninsured vehicles.

Advisory Board/Committee Review:

NONE

City of Texarkana, Texas

Board/Committee Recommendation:

NONE

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

- a. Goals and Perspectives (DOCX)
- b. Ordinance 2014-095 Impounding Uninsured Vehicles (DOCX)

Staff Coordination

Police	Michael Henry	Department Head Review	Completed	
	07/17/2014 3:04 PM			
Police	Dan Shiner	Review	Completed	07/17/2014
3:39 PM				
Public Information Officer		Lisa Thompson	PIO Review	Completed
	07/17/2014 3:46 PM			
City Manager	John Whitson	City Manager Review	Completed	07/17/2014
4:05 PM				
City Council	Jennifer Evans	Meeting	Completed	08/12/2014
4:12 PM				

Meeting History

07/28/14	City Council	MOVED FORWARD	Next: 08/11/14
08/11/14	City Council	MOVED FORWARD	Next: 08/25/14

Michael Henry, of the Police Department, spoke at this public hearing. Council Member Brad Casteel spoke in favor of this proposed ordinance. Council Member Bill Miller had a few questions for Mr. Henry.

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:

ORDINANCE NO. 2014-095

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 33 “TOWING SERVICES AND VEHICLE IMPOUNDS” OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS BY ADDING PARAGRAPH “D” TO SECTION 33-5 “POLICE INITIATED TOW”; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texas law requires people who drive in Texas to pay for the crashes they cause; and

WHEREAS, state law requires drivers to maintain financial responsibility for the vehicles they operate, and most drivers fulfill that requirement by purchasing liability insurance; and

WHEREAS, uninsured motorists who are at fault in motor vehicle crashes cause undue financial hardship on law abiding citizens; and

WHEREAS, the most recent statistics show that over 14 percent of the vehicles operated in Bowie County, Texas are uninsured; and

WHEREAS, the Police Department averages issuing seven citations per day to uninsured motorists in the City; and

WHEREAS, it is the intention of the City Council to decrease the number of uninsured motorists on the roadways of Texarkana, Texas by authorizing the Police Department to impound uninsured vehicles; and

WHEREAS, the City Council has determined that it is in the best interest of the health, safety, and welfare of the citizens of Texarkana, Texas that law enforcement personnel have lawful authority to impound vehicles when it has been determined that the owner/operator of said vehicles fail to show proof of maintaining the minimum liability insurance as required by state law;

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

SECTION 1: That Chapter 33 “TOWING SERVICES AND VEHICLE IMPOUNDS” of the Code of Ordinances of the City of Texarkana, Texas, be and is hereby amended by adding the following paragraph to Section 33-5 “Police Initiated Tow”:

- (d) When a police officer stops a vehicle for an alleged violation of a City Ordinance or State traffic law or other law applicable to the operation of a vehicle on the roadway and the vehicle’s owner or operator fails**

to show evidence of financial responsibility as required under Chapter 601 of the Texas Transportation Code as amended, the officer is authorized to impound the vehicle using the towing service company under contract with the city.

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

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

SECTION 4: That 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 5: That this Ordinance, upon publication as provided herein, shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 8th day of September, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Briefing Sheet

Update Date: 8/26/2014 4:33 PM

Lead Department: City Manager

Action Officer: Pam Burns, Municipal Clerk

Subject: Enforcement of/or Demolition of Red Tagged/Burned Out Buildings

Richard Martin submitted information from an AARP Bulletin article concerning tax liens on properties for council to consider. The entire article was not submitted. City staff could not access the entire article online. The information comes from an article entitled: "Under Siege Homes Lost to Tax-Lien Predators". What was submitted by Mr. Martin is hereby presented.

Attachments

- a. Discussion Schedule 20140815 (PDF)
- b. Aug 25 2014 Demo Top 40 (PDF)
- c. Aug 25 2014 Demo Schedule (PDF)
- d. R. Martin Submitted Info Demo Discussion 082514 CC mtg (PDF)

8/14/14 9:39 AM

TEXARKANA, TEXAS CITY COUNCIL DISCUSSION TOPICS SCHEDULE

Topic	Sponsor	Date Added	Scheduled Discussion	Discussion Notes	Disposition	Staff Lead
Enforcement of/or Demolition of Red Tagged/Burned Out Buildings	Miller	28-Jan-14	25-Aug-14	The number of red tagged or burned out buildings is not acceptable and the city council should discuss its interest in appropriate enforcement of city ordinances to either bring the buildings up to usable standards or causing owner removal of the structures. Any such buildings that have historical designations might should be restored to their historical appearance and/or use. Of particular interest are the structures known as (1) Pine Street School, (2) McCarthy Hotel, (3) Grimm Hotel, and (4) residential structures such as the one on 40th Street. (10 FEB 14) CM Miller lead the council discussion. Councilmembers generally expressed concern about the city's inventory of burned-out and/or delapidated structures. There appears to be two huge problems in that there are commercial type buildings and residential type structures. Clearly the cost to remove or upfit a large commercial type building will be significant. These many structures represent risks to the community's health, safety, and welfare. There is concern that someone will get hurt while trespassing on these properties. Councilmembers stated that they are prepared to stand behind the ordinance regardless of property ownership. Current enforcement procedures were discussed with the council. Council consensus is that staff is to work this situation extensively. Mr. Whitson reported that the staff will finish some of the other previous discussion items and then will move onto this particular item. (15 JUL 14) Reassigned to Public Works Director Dooley.	Staffing	Dooley
Appointments to Boards and Commissions	Matthews	12-Dec-13	8-Sep-14	The manner that citizens are appointed by the City Council to committees, boards, and commissions appear to lack a high level of transparency. (14 OCT 13) CM Miller lead the discussion concerning the manner in which citizens are appointed to the various boards, commissions, and committees. He stated that he had discussed the matter with the City Manager and asked that Mr. Whitson share with the city council his experience and thoughts and the matter. Mr. Whitson reported that he has worked in a system that included advertising or noticing the public that certain positions would open for appointment and that citizens interested in serving should provide an application of interest. The process certainly could be automated such that applicants would provide information uniformly and for those citizens who did not apply via the internet could email and application or appear in person wherein a staff person would create the on-line application for the interested party. When it comes times for the city council to appoint the staff could prepare a briefing item permitting a high level of transparency to the public. The City Council, by consensus, directed staff to work toward developing a briefing item for consideration aimed toward improving the transparency of the process. (27 JAN 14) Mr. Whitson reported that he and the city secretary have researched creation documents for city commissions, boards, and committees and continue to research similar documents for outside agencies where the city appoints members to their governing boards. As a first step the staff has redesigned the Excel file used to track membership. The new design will quickly identify any appointment that will expire within 90 days and also further identify by color code any appointments that have expired. The 90-day notice will permit the city secretary to advertise pending vacancies thus seek applications from interested citizens who want to be considered for appointment. Mr. Whitson stated that he is drafting a policy for council consideration that will be intended to improve the transparency of the appointment process. he expects to have a briefing item ready in March, 2014.	Staffing	Whitson

8/14/14 9:39 AM

TEXARKANA, TEXAS CITY COUNCIL DISCUSSION TOPICS SCHEDULE

Topic	Sponsor	Date Added	Scheduled Discussion	Discussion Notes	Disposition	Staff Lead
Animal Shelter	Bruggeman	8-Jul-13		Currently Texarkana, Texas Animal Control uses the Texarkana, Arkansas Animal Shelter to house animals that cannot be immediately placed with good homes. The use of the Arkansas shelter is on a fee basis. A number of Texas residents have expressed concern with the euthanasia policies of the Arkansas shelter and feel that it is time for Texas to operate its own shelter with policies that meet the desires of Texas residents. (26 AUG 13) City Council and staff discussion was led by Council Member Veal-Gooch. In general the staff feels that the current annual cost of in-putting animals at the Texarkana, Arkansas shelter now represents an amount that might support the annual debt service costs of financing related to capital funding of a Texas-side facility. Some residents have registered concern that the Arkansas facility cannot continue to accommodate Texas-side animal shelter requirements, especially if the city council adopts a "no-kill" animal control/shelter policy. Council and staff agreed that staff will continue its research on the matter and develop a project plan for the city council to consider for adoption. The plan is expected to identify the key project development milestones which will extend over a number years from research to ribbon cutting. (28 OCT 13) Craig Lindholm reported that the initial research indicates that the annual costs associated with using the Arkansas shelter represents sufficient funding to pay the debt service related to financing the construction of a Texas shelter. Also the staff has researched a number of shelters state-wide seeking a shelter supporting a no-kill policy. Considering the holidays and other activities Mr. Lindholm estimates that a briefing would be coming forward early next calendar year. (27 JAN 14) Mr. Lindholm reported that the staff continues to evaluate the cost associated with using the Texarkana, Arkansas animal shelter and that the annual costs appear to be escalating. There has been no discussion concerning renewing or updating the current contract between Texarkana, Texas and Texarkana, Arkansas. Staff continues to review plans and designs of recently constructed or soon to be constructed animal shelters in Texas. There is an option, should the city council desire, to have some design firms make presentations to the city council. (14 AUG 14) Texarkana, AR city manager has appointed a citizen's committee to review the operations of the current animal shelter. The committee will be reviewing the feasibility of establishing a "No Kill" facility. Staff is putting this effort on hold optioning to hear the outcome of the Texarkana, AR review. We have offered to participate in the current review and have suggested that it would not be appropriate for both Texarkana's to pursue building new shelters or for Texas build a new one while Arkansas improves the existing shelter.	Staffing	Ryan

Demolition Council Priorities

Council Rank	Address	Legal Description	Ward
1	600 Richmond Rd.	L 13 & 14, B 8, Washington Heights Addn	1
2	602 Richmond Rd.	L 13 & 14, B 8, Washington Heights Addn	1
3	1316 Lee	Pt L 12 & 13, B I-2, Tilson & Pitchers 2nd	1
4	1504 Harlem	L 1, B 1, Krouse 1st	1
5	1615 Nolthenius	L 7, B 28, City Improvement Co West Side	1
6	1208 Nolthenius	L 4, B D, Henry's Subd	1
7	1618 W. 5th	L 16, B 22, City Improvement Co West Side	1
8	1623 W. 17th	L 12, B 5, Feinberg Heights	1
9	2011 W. 9th	L 6, B 3, Taylors Addn	1
10	2013 W. 9th	L 7, B 3, Taylors Addn	1
11	1608 Phenie	L 2, B 3, City Improvement Co West Side 2nd	1
12	111 Lumpkin	L 5-8, B 42, Beverly Heights	1
13	106 Lumpkin	L 10, B 41, Beverly Heights	1
14	403 Robbins	L 2, B 12, Brookhaven Addn	1
15	403 Connella	L 2, B 27, Beverly Heights	1
16	1818 W. 15th St.	L 19, B 7, Feinberg Heights	1
17	1524 Lafayette St.	L 10-12, B 44, Grandview	2
18	802 Blanton	L 1, B 56, Beverly Heights	2
19	616 Wilson	L 9, B 7, Beverly Heights	2
20	524 Melton	L 9, B 11, Beverly Heights	2
21	605 Lumpkin	L 3, B 22, Beverly Heights	2
22	615 Melton	L 8, B 7, Beverly Heights	2
23	610 Wilson	L 12 & 13, B 7, Beverly Heights	2
24	707 Blanton	L 4, B 58, Beverly Heights	2
25	612 Melton	L 11, B 12, Beverly Heights	2
26	503 Jerome	L 2, B 11, Beverly Heights	2
27	405 Robbins	L 3, B 12, Brookhaven Addn	1
28	2806 Flower Acres Rd.	N 1/2 L 2, B 40, Flower Acres	2
29	716 Blanton	L 8, B 55, Beverly Heights	2
30	1016 Lumpkin	W 50' E 90' L 10, B 6, West Beverly	2
31	605 Blanton	L 3, B 30, Beverly Heights	2
32	606 Connella	L 14, B 30, Beverly Heights	2
33	703 Blanton	L 2, B 58, Beverly Heights	2
34	1322 Oak	L 12, B 162, City/Triggs Addn	3
35	1302 Elm	S 3.7.5' L 7, B 170, City/Triggs Addn	3
36	813 W. 12th	N 12' E 31' L 11 E 31' L 12, B 114, City/Triggs Addn	3
37	2901 N. State Line	L 7 & 8, B 4, Bryant & Brown 1st	3
38	2209 W. 17th	N 1/2 L 5, B A, Gus Less Addn	1
39	822 Elliot Rd.	L 17A, B 4, Carrie D Harts 1st	5
40	3320 Robin Ln.	L 21, Ames Acres	6

 Fire Damaged

Attachment: Aug 25 2014 Demo Top 40 (1176 : Enforcement of/for Demolition of Red Tagged/Burned Out Buildings)

Proposed Demolition Schedule for 2014-2015

Number	Address	Street	Ward	Known Issues	BSC Orders	Consent to Demolish	Red Tagged	Flood Plain	Historical	Asbestos Testing Completed	Asbestos Abatement Completed	Title Search	Date to Demo
3	1316	Lee	1	Dilapidated/Roof Falling	5/26/2010	N/A	5/13/2010	3/28/2013		6/9/2011 - ACM	7/31/2013	6/12/2013	Aug-14
17	1524	Lafayette St.	2			9/23/2008		3/14/2013	9/21/2010	4/11/2013 - ACM	7/31/2013	3/14/2013	Aug-14
34	1322	Oak	3	Dilapidated/Leaning/Roof Falling	4/7/2010		4/1/2009	3/28/2013		6/9/2011 - No ACM		3/19/2013	Sep-14
36	813	W. 12th	3	Dilapidated/Open/Hazardous		7/3/2010	8/7/2009	3/14/2013	9/29/2009	4/9/2013 - ACM	7/31/2013	6/12/2013	Sep-14
4	1504	Harlem	1		12/5/2006	N/A	4/30/2009	3/28/2013	10/26/2006	6/9/2011 - ACM	7/31/2013	6/12/2013	Oct-14
28	2806	Flower Acres Rd.	2		4/7/2010			3/28/2013		6/9/2011 - No ACM		3/19/2013	Oct-14
39	822	Elliot Rd	5	Burnt /Open/Roof Falling	10/29/2010		12/17/2009	3/28/2013		6/9/2011 - No ACM		4/23/2013	Nov-14
40	3320	Robin Lane	6	Dilapidated/Roof Falling		9/29/09 & 12/16/10	12/8/2010	3/14/2013		4/11/2013 - No ACM		6/12/2013	Nov-14
6	1208	Nolthenius	1	Fire Damaged	10/29/2010		7/13/2009	3/28/2013		6/9/2011 - ACM	7/31/2013	6/12/2013	Dec-14
7	1618	W. 5th	1	Burnt /Open/Roof Falling		3/19/2007	3/11/2008	3/14/2013	8/17/2007	6/9/2011 - No ACM		3/14/2013	Dec-14
20	524	Melton	2	Burnt/Roof Falling		3/30/2010		3/13/2013	3/29/2010	4/9/2013 - ACM	7/31/2013	3/14/2013	Jan-15
21	605	Lumpkin	2		5/26/2010	N/A	12/10/2009	3/28/2013		6/9/2011 - ACM	7/31/2013	6/12/2013	Jan-15
8	1623	W. 17th	1		10/29/2010		9/16/2010	3/28/2013		4/9/2013 - ACM	7/31/2013	4/23/2013	Feb-15
37	2901	N. Stateline	3		4/7/2010		4/13/2009	3/28/2013	4/24/2009	4/9/2013 - ACM	7/31/2013	3/19/2013	Feb-15
24	707	Blanton	2		12/8/2009		5/8/2009	3/28/2013		6/9/2011 - No ACM		3/19/2013	Mar-15
29	716	Blanton	2		5/26/2010		5/8/2009	3/28/2013		6/9/2011 - ACM	7/31/2013	3/19/2013	Mar-15
9	2011	W. 9th	1	Fire Damaged	4/7/2010		5/22/2008	3/28/2013	1/6/2009	4/11/2013 - ACM	7/31/2013	3/19/2013	Apr-15
10	2013	W. 9th	1		4/7/2010		3/18/2009	3/28/2013	4/7/2009	4/11/2013 - ACM	7/31/2013	3/19/2013	Apr-15
23	610	Wilson	2			M - 4/23/13	8/25/2010	9/8/2010	9/22/2010	4/9/2013 - ACM	7/31/2013	3/19/2013	May-15
26	503	Jerome	2		10/29/2010			3/28/2013		6/9/2011 - No ACM		3/19/2013	May-15
13	106	Lumpkin	1		12/8/2009	N/A	1/14/2009	3/28/2013		6/9/2011 - ACM	7/31/2013	6/12/2013	Jun-15
15	403	Connella	1		5/26/2010		5/8/2009	3/28/2013		6/9/2011 - ACM	7/31/2013	3/19/2013	Jun-15

Attachment: Aug 25 2014 Demo Schedule (1176 : Enforcement of/or Demolition of Red Tagged/Burned



City Talk



Syracuse, N.Y.: Calvin James paid \$9,877 in back taxes and was thrown out of his house for a lien of \$936.



Washington, D.C.: Bennie Coleman, who has dementia, was evicted after failing to pay a \$134 property tax bill.



Providence, R.I.: Madeline Walker was evicted for failing to pay a sewer bill of \$496. New owners have since renovated the property.

*Bonie Appledorf
603 799-8936*

it brands “the other foreclosure crisis,” the NCLC has estimated that U.S. property tax delinquencies may total \$15 billion.

In 30 states and the District of Columbia, city or county governments have the legal authority to sell property-tax liens to private debt collectors, which can not only charge interest rates as high as 50 percent on the outstanding balances but also add legal fees and other costs they claim to incur in dealing with delinquent homeowners. If a homeowner doesn’t settle up for the back taxes, penalties and fees within a certain period—from, say, six months in D.C. to up to four years in South Dakota—many jurisdictions allow the tax-lien holder to file suit to begin the foreclosure process to take ownership of the properties and resell them.

A few snapshots from the battle lines:

■ In Schenectady, N.Y., Linda Hart, 54, is fighting to keep a home she owns outright that has been in her family for three generations. Hart began to fall behind on her property taxes after she lost her job in 2007. The city sold her tax liens to American Tax Funding Servicing of Jupiter, Fla., which describes itself as “the nation’s leading bulk sale purchaser and servicer of delinquent property tax liens.” Although Hart has

paid the firm a total of \$15,000—more than her accumulated back taxes—it foreclosed on her home and maintains that she still owes another \$19,000. Hart’s attorney, Anthony Pietrafesa, argues that the city’s tax-lien sales were illegal and that the 21 percent interest Hart has been charged violates state law.

Some cities off-load tax debts to private firms for cash.

■ In Syracuse, N.Y., Calvin James, 61, is renting the two-bedroom bungalow he once owned after it was foreclosed on in December for back taxes. James, a retired bus mechanic, had paid the city \$9,877 in back taxes over the previous six months but still had a \$936 lien in place from 2011. “I’m not against what the city is trying to do,” he says, “but for \$936 you’re going to throw me out on the street after I’ve paid more than \$9,000?” Kerry Quaglia, the executive director of Home HeadQuarters, a nonprofit serving central and upstate New York, says: “There needs to be some kind of safety net to help people in this type of situation. Keeping senior citizens in place is so less expensive than the alternatives.”

■ In Louisville, Ky., Rose Harper, a 77-year-old widow who lives on Social Security and food stamps, says that she is still in shock from being notified last year that a Dallas-based company was foreclosing on her house over a \$469 prop-

erty tax bill that its previous owner had failed to pay in 2009. The company, Tax Ease Lie Servicing, demanded \$4,221 to settle the bill—an amount that John Dwyer, Harper’s attorney, says is padded with bogus attorney’s fees. “If she had to move,” says her grandson, Tony Harper, “I don’t think she would live much longer.”

And, in some communities, it’s not just property taxes that cause problems. Unpaid water sewer and municipal fees lead to liens, which in turn can trigger foreclosures. And some municipalities add other fees—from “nuisance abatements” (when a city crew cuts weeds or mows overgrown grass, for example) to annual stormwater assessments—to property tax bill. Some cities even off-load their tax debts to private firms for cash.

Last August, for example, the city of New Britain, Conn., agreed to sell all of its delinquent water sewer and property taxes in a lump-sum deal with American Tax Funding Servicing, which paid the city with a wire transfer of \$6.6 million.

Profit from pain

For all the heartaches that tax-lien sales have heaped on homeowners, they’ve proved a bonanza for some public officials.

Consider the case of Arthur Ferdinand, the long-time tax commissioner of Fulton County, Ga., which includes Atlanta. In 2010, citing

state law that dates to the Great Depression, Ferdinand set up a controversial collection system that puts a 50-cent fee in his own pocket every time a tax lien is paid off—either by a private collection firm or by the homeowner.

The fees, an investigation by the *Atlanta Journal-Constitution* found, pushed Ferdinand's annual earnings in 2012 to \$383,000. Critics say that the arrangement is a blatant conflict of interest, but Ferdinand, who's the highest-paid elected official in Georgia, complains that "more time has been spent discussing my salary ... than my collection rate and job performance."

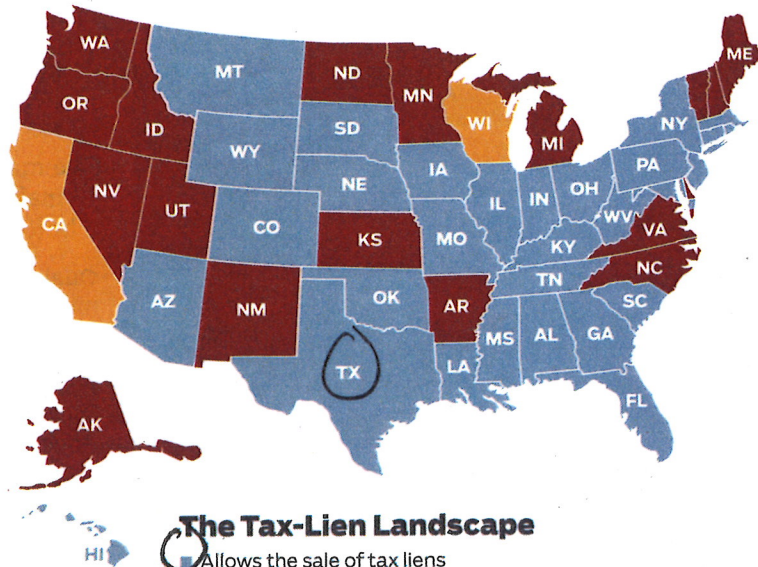
In some states, tax-lien sales also seem to have been a breeding ground for crime and corruption.

In November 2013, a federal grand jury in Newark, N.J., indicted several individuals for conspiring, over more than a decade, to rig the bidding at municipal tax-lien auctions in the state by agreeing in advance which liens each of them would bid on—by flipping coins, drawing numbers out of a hat or drawing from a deck of cards. The long-running scheme forced many property owners to pay higher interest rates than if their tax liens had been purchased "in open and honest competition," prosecutors alleged.

Even some public officials have been caught in the Justice Department's net. Last year, a former county treasurer in Illinois was convicted of rigging tax-lien auctions over a four-year period in exchange for campaign contributions; he was fined \$20,000, sentenced to 30 months in federal prison and stripped of his pension.

Help for homeowners

Barbara Morgan, 80, found that the Washington, D.C., home she owned with husband Al since the 1960s had a property tax bill that had already been sold to FutureGen Capital, a local company that had initiated a foreclosure action. By the time the Morgans found themselves in court, they were being asked to pay an amount more



The Tax-Lien Landscape

- Allows the sale of tax liens
- Bans the sale of tax liens
- State policy virtually prohibits it

SOURCE: NATIONAL TAX LIEN ASSOCIATION

than double their \$2,390 delinquent tax bill.

AARP Legal Counsel for the Elderly, which provides free legal and social work services to D.C. residents who are 60 and older, helped the Morgans negotiate a favorable settlement. In the process, LCE's lawyers discovered that the Morgans hadn't even been receiving D.C.'s property tax reduction for senior citizens, which could have cut their bill in half.

"We were just fortunate we could come up with the money," Barbara Morgan says. "But what about people who can't come up with the funds?"

Joanne Savage, a senior legal aid attorney with LCE who worked on the Morgans' case, says: "We see this too often. Many of our clients end up in over their heads with taxes, because they are not receiving the exemptions they are entitled to."

The *Washington Post* found numerous older homeowners victimized by tax-lien foreclosures in the nation's capital, including Bennie Coleman, a 76-year-old retired Marine Corps veteran with dementia who was evicted from the \$197,000 brick duplex he'd owned for 20 years because he hadn't paid a \$134 property tax bill.

But some jurisdictions have shown that it's

possible to maintain property tax collections while protecting older or disabled homeowners.

Eight years ago, lawmakers in Rhode Island passed the Madeline Walker Act, named for an 81-year-old Providence woman who was evicted from her home just before Christmas because she had unknowingly failed to pay a sewer bill of \$496. Investors scooped up the lien, foreclosed on her house and eventually resold it for \$125,000.

The law requires cities, towns and other taxing authorities in the state to notify the Rhode Island Housing and Mortgage Finance Corporation of delinquent liens well in advance of tax sales. Rhode Island Housing then works

with homeowners to help get tax payments back on track so they can stay in their homes.

In response to abuses, other jurisdictions have put protections in place. New York City would allow tax liens to be sold on homes owned by low-income seniors, people with disabilities and veterans. Some counties in Michigan have done away with tax-lien sales and instead offer struggling homeowners payment plans. Maryland caps legal fees in tax-lien cases at \$1,500.

And in D.C., Legal Counsel for the Elderly has been pressing for a new law that

would, among other reforms, ban the sale of tax liens under \$2,500 on primary residences, cap the legal fees and expenses that can be charged to homeowners at about \$2,200 and establish an ombudsman to help distressed homeowners.

It was also through LCE's intervention that the Phillips brothers rescued the home they grew up in. Melvin recalls imagining his neighbor saying, "There's Captain Phillips ... did you hear that he lost his house?"

But Phillips was luckier than many Americans. He and his brother have kept their house, and he fixed it up. "It looks beautiful now." □

In some states, tax-lien sales also seem to have been a breeding ground for crime and corruption.

Briefing Sheet

Update Date: 8/21/2014 3:06 PM

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
City of Texarkana, Texas Quarterly Investment Report for the Quarter Ended
Subject: June 30, 2014 - The report can be viewed on the City's website at the following
address: <http://tx-texarkana.civicplus.com/ArchiveCenter/ViewFile/Item/555>

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Investment Committee held its quarterly meeting on Monday, August 18, 2014, to hear the presentation of the Quarterly Investment Report for June 30, 2014, which was presented by Bill Koch of Valley View Consultants.

The report can be found at the following link:

<http://tx-texarkana.civicplus.com/ArchiveCenter/ViewFile/Item/555>

Potential Options:

None

Fiscal Implications:

Maximizing earnings on investable assets, while maintaining safety and necessary liquidity.

Staff Recommendation:

Staff recommends review of this report by City Council. No official action is required.

Advisory Board/Committee Review:

Investment Committee

Board/Committee Recommendation:

Investment Committee recommends review of this report by City Council. No official action is necessary.

Advisory Board/Committee Meeting Date and Minutes:

None

Attachments

- a. Goals and Perspectives (DOCX)

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: