



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • OCTOBER 27, 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	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Kyle Dooley, Lisa Thompson, Eric Schlotter, Dan Shiner, Michael Henry, Robby Robertson, J.D. Phillips, Jim Powell, Ryan Durham, Kevin Sanders, David Orr, Karey Parker and Jerry Sparks.

Legal Counsel: None

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, November 10, 2014 at 6:00 p.m.

Monday, November 24, 2014 at 6:00 p.m.

Monday, December 8, 2014 at 6:00 p.m. (one meeting only in December)

Parks & Recreation Events:

Saturday, November 1st, Zumba in the Park at Spring Lake Park; 10:00 a.m. - 12:00 p.m.

Other City Events:

Tuesday, November 4th - Election Day

Friday, November 7th - Beverly Neighborhood Blitz; 8:00 a.m. - 5:00 p.m.

Thursday, November 13th - City Employee Appreciation Luncheon at Southwest Center

Friday, November 21st - Firefighters' Ball - Texarkana, Texas Convention Center;

Hilton Garden Inn; 6:00 p.m. - **Tickets on sale until November 1st**
Thursday, December 11th - KCS Holiday Express Train - Park at TISD Tiger Stadium at Grim Park
Line up to be shuttled to train will begin at 5:00 p.m.

Mayor Bruggeman recognized and welcomed Ms. Selina Jefferies Governmental Accounting class students from Texas A&M University - Texarkana.

Appointments to Boards & Commissions

No appointments were made.

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

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

Bonnie Judd addressed Council concerning the Interstate 30 water tower logo.
Gary Steudte addressed Council concerning the Interstate 30 water tower logo.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:16 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 13, 2014 at 6:00 PM.

Documents Submitted by Pastor Donald Ryan - First Love Community Outreach Plan of Action

Documents Submitted by TISD Superintendent Paul Norton - TISD Bond Information for November 4, 2014 ballot.

2. Ordinance No. 2014-120 amending the Economic Development Fund budget expenditures for the fiscal year ending September 30, 2015.

Public Hearing:
Second Briefing:
Council Vote: October 27, 2014

3. Resolution No. 2014-123 authorizing the City Manager to execute a lease/purchase agreement with Key Government Finance, Inc., for the replacement of two (2) existing heating hot water boilers and three (3) existing hot water pumps. The maximum cost of this agreement to all parties will not exceed \$358,249.92 over the agreement term.

Public Hearing:

Second Briefing:

Council Vote: October 27, 2014

Action Items

4. Resolution No. 2014-130 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 Texas Department of State Health Services (DSHS) to administer the Special Supplemental Nutrition Program for Women, Infant and Children (WIC).

Public Hearing:

Second Briefing:

Council Vote: October 27, 2014

Robby Robertson briefed this item.

(6:17 p.m.)

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

VI. FIRST BRIEFINGS

1. Resolution No. 2014-125 naming the newly constructed street between Cowhorn Creek Road and Robin Lane to Galleria Oaks Drive and renaming Morris Lane between Robin Lane and Arista Boulevard to Galleria Oaks Drive.

Public Hearing: November 10, 2014

Second Briefing: November 24, 2014

Council Vote: December 8, 2014

Kyle Dooley briefed this item.

RESULT:	MOVED FORWARD
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Next: 11/10/2014 6:00 PM

2. Resolution No. 2014-126 approving Bowie County Appraisal District's 2014 Tax Rolls.

Public Hearing: November 10, 2014
Second Briefing: November 24, 2014
Council Vote: December 8, 2014

Charlie Bassett briefed this item.

RESULT:	MOVED FORWARD
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Next: 11/10/2014 6:00 PM

3. Resolution No. 2014-127 approving the funding of a \$50,000 loan from the Facade Revolving Loan Fund Program with funds from the Economic Development Fund and authorizing the City Manager to execute loan documents on behalf of the City.

Public Hearing: November 10, 2014
Second Briefing: November 24, 2014
Council Vote: December 8, 2014

Jerry Sparks briefed this item.

RESULT:	MOVED FORWARD
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Next: 11/10/2014 6:00 PM

4. Ordinance No. 2014-128 granting a Specific Use Permit to allow the one additional use of outdoor display and sale of new and used boats on Lot 2, Block 1, Richmond Pavilion Addition, located at 3911 Mall Drive. Gregg Orr, owner. Kayla Wood, MTG Engineering & Surveying, agent. (A 3/4 vote will be required of the City Council to approve this request due to a petition in opposition.)

Public Hearing: November 10, 2014
Second Briefing: November 24, 2014
Council Vote: December 8, 2014

Kayla Wood, of MTG Engineering & Surveying, briefed this item.

RESULT:	MOVED FORWARD
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Next: 11/10/2014 6:00 PM

5. Resolution No. 2014-129 confirming and reestablishing the Building and Standards Commission and appointing its members to current one (1) year terms and current two (2) year terms.

Public Hearing: November 10, 2014
Second Briefing:
Council Vote: November 10, 2014

Kyle Dooley briefed this item.

RESULT:	MOVED FORWARD	Next: 11/10/2014 6:00 PM
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6. Resolution No. 2014-131 authorizing the City Manager to enter into a municipal lease-purchase agreement with Motorola Solutions for the purchase and installation of a public safety communications system, to include a computer aided dispatch system and a records management system, through an interlocal agreement with Houston-Galveston Area Council (HGAC) in a total amount not to exceed NINE MILLION AND NO/100 DOLLARS (\$9,000,000) and authorizing discontinuance of appropriations for purchasing, leasing, operating, or maintaining the current public safety radio and computer aided dispatching system.

Public Hearing: November 10, 2014
Second Briefing: November 24, 2014
Council Vote: December 8, 2014

Michael Henry briefed this item. City Manager Whitson made additional comments during this briefing.

RESULT:	MOVED FORWARD	Next: 11/10/2014 6:00 PM
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VII. PUBLIC HEARINGS

1. Motion to move Resolution No. 2014-113 up to vote.

(7:21 p.m.)

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

2. Resolution No. 2014-113 inviting other taxing jurisdictions to share in the cost of demolishing abandoned residential structures.

Public Hearing: October 27, 2014
Second Briefing: November 10, 2014
Council Vote: November 24, 2014

No citizen spoke at this public hearing.
(7:21 p.m.)

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

3. Motion to move Ordinance No. 2014-119 up to vote.

(7:22 p.m.)

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

4. Ordinance No. 2014-119 amending the Statutory Maximum Contribution Rate to the Texas Municipal Retirement System (TMRS).

Public Hearing:	October 27, 2014
Second Briefing:	November 10, 2014
Council Vote:	November 24, 2014

No citizen spoke at this public hearing.

(7:23 p.m.)

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

5. Motion to move Resolution No. 2014-121 up to vote.

(7:24 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Miller, Ward 5
SECONDER:	Brian Matthews, Ward 4
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller, Davis
EXCUSED:	Bruggeman

6. Resolution No. 2014-121 approving the City's Investment Policy and recording the annual review.

Public Hearing:	October 27, 2014
Second Briefing:	November 10, 2014
Council Vote:	November 24, 2014

No citizen spoke at this public hearing.
(7:24 p.m.)

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

7. Motion to move Resolution No. 2014-122 up to vote.

(7:26 p.m.)

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

8. Resolution No. 2014-122 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Public Hearing: October 27, 2014
Second Briefing: November 10, 2014
Council Vote: November 24, 2014

No citizen spoke at this public hearing.
(7:26 p.m.)

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

9. Motion to move Resolution No. 2014-124 up to vote.

(7:27 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Bill Miller, Ward 5
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller, Davis
EXCUSED:	Bruggeman

10. Resolution No. 2014-124 setting the 2015 City Council Meeting Regular Schedule and City Holidays.

Public Hearing: October 27, 2014
Second Briefing: November 10, 2014
Council Vote: November 24, 2014

No citizen spoke at this public hearing.
(7:28 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Miller, Ward 5
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller, Davis
EXCUSED:	Bruggeman

VIII. SECOND BRIEFING WITH UPDATES

None.

IX. SECOND BRIEFING WITHOUT UPDATES

None.

X. ITEMS FOR DISCUSSION

None.

XI. ADMINISTRATIVE COMMENTS

1. Council

None.

2. Staff

Mr. Whitson led the discussion and presented some additional artist renditions of logos for the water tower submitted by Council Member Veal-Gooch. Council consensus is to keep the "Twice As Nice" slogan and to decide on the style of the logo at a future council meeting.

Additional Water Tower Logo Options Photos

XII. ADJOURNMENT



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA
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MINUTES • OCTOBER 13, 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	Late	6:26 PM
Tina Veal-Gooch	Ward 3	Present	
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, Karey Parker, Robby Robertson, Bill King, J.D. Phillips, Kevin Schutte, Kyle Dooley, David Orr, Eric Schlotter, Lisa Thompson and Jerry Sparks.

Legal Counsel: None

II. INVOCATION AND PLEDGE BY COUNCILMEMBER DR. BRIAN MATTHEWS

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, October 27, 2014 at 6:00 p.m.
Monday, November 10, 2014 at 6:00 p.m.
Monday, November 24, 2014 at 6:00 p.m.
Monday, December 8, 2014 at 6:00 p.m. (one meeting only in December)

Parks & Recreation Events:

Thursday, October 16th, Fall Festival at Spring Lake Park; 5:00 p.m. - 7:00 p.m.
Saturday, October 18th, Kohl's Cup Soccer Tournament at Wallace Park
Saturday, October 25th, Community Yard Sale & Electronics Recycle Day at Spring Lake Park
Saturday, October 25th, Softball Tournament at Wallace Park
Saturday, November 1st, Zumba in the Park at Spring Lake Park; 10:00 a.m. - 12:00 p.m.

Movies in the Park at Spring Lake Park:

Minutes Acceptance: Minutes of Oct 13, 2014 6:00 PM (Consent Items)

(Movies begin at 7:45 p.m.)

Thursday, October 16th, "Muppets Most Wanted" PG

Thursday, October 23rd, "The Amazing Spiderman 2" PG-13

Thursday, October 30th, Alfred Hitchcock's "The Birds" PG-13

Other City Events:

Friday, November 7th - Beverly Neighborhood Blitz; 8:00 a.m. - 5:00 p.m.

Friday, November 21st - Firefighters' Ball - Texarkana, Texas Convention Center;

Hilton Garden Inn; 6:00 p.m. - \$20.00 **Tickets are on sale until November 1st**

Thursday, December 11th - Free KCS Holiday Express Train - Park at TISD Tiger Stadium at Grim Park; line up to be shuttled to train will begin at 5:00 p.m.

Mayor's Comments:

Mayor Bruggeman thanked Boy Scout Troop 16, Dr. Ben DuBois and Main Street Texarkana for the power washing done on Broad Street in downtown Texarkana. Mayor Bruggeman gave a huge thanks to the citizens who participated in and the city staff involved in numerous block parties around the city for National Night Out on October 7th. This year's event had the largest number of block parties for our city than in years past.

Mayor Bruggeman gave city lapel pins to foreign exchange students, Iselin Jensen from Norway and Yekatering (Kate) Selskaya from Kazakhstan. These two students are part of the Future Leaders Exchange (FLEX) and both attend Texas High. Mayor Bruggeman thanked Ed and Loretta Williams for hosting these exchange students.

Mayor Bruggeman presented Frances Ramsay Holcombe with a city lapel pin and proclamation for her outstanding service and dedication of 30 years in helping our community through Opportunities, Inc. He also complimented Ms. Holcombe on her continuous efforts of beautifying Texarkana. Ms. Holcombe spoke heartfelt words of appreciation for being honored.

Mayor Bruggeman shared with the audience a letter received from Council Member Matthews' son Bradley on how he can help with economic development efforts by bringing Six Flags, Disney World, pet stores and water parks to Texarkana because "*we don't have it*". Mayor Bruggeman recognized the students from Mr. Littman's government class at Texas High and thanked the students for coming to the council meeting.

Mayor Bruggeman announced that the city has received the Certificate of Achievement for Excellence in Financial Reporting for its 2013 Comprehensive Annual Financial Report or CAFR by the Government Finance Officers Association. This is the 24th year in a row the City of Texarkana, Texas has earned this recognition. The Mayor expressed congratulations to the finance staff and all city staff that made this achievement possible.

Appointments to Boards & Commissions

No appointments were made by council.

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

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

Pastor Donald Ryan, of First Love Community Outreach, addressed council about the potential impact of reopening the community center in Beverly Park. The city closed the center in October 2013 due to budget cuts. Pastor Ryan submitted a plan of action for council consideration.

Paul Norton, Superintendent of Texarkana Independent School District (TISD), gave council a brief overview of the TISD bond issue and submitted a pamphlet with detailed information explaining the upcoming TISD bond issue on the November 4, 2014 ballot.

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

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on September 22, 2014 at 6:00 PM.

(6:44 p.m.)

Action Items

None.

VI. FIRST BRIEFINGS

1. Resolution No. 2014-113 inviting other taxing jurisdictions to share in the cost of demolishing abandoned residential structures.

Public Hearing: October 27, 2014
 Second Briefing: November 10, 2014
 Council Vote: November 24, 2014

City Manager Whitson briefed this item. Richard Martin spoke at this briefing.

RESULT:	MOVED FORWARD	Next: 10/27/2014 6:00 PM
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2. Ordinance No. 2014-119 amending the Statutory Maximum Contribution Rate to the Texas Municipal Retirement System (TMRS).

Public Hearing: October 27, 2014
 Second Briefing: November 10, 2014
 Council Vote: November 24, 2014

Jim Powell briefed this item.

RESULT:	MOVED FORWARD	Next: 10/27/2014 6:00 PM
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3. Ordinance No. 2014-120 amending the Economic Development Fund budget expenditures for the fiscal year ending September 30, 2015.

Public Hearing:
 Second Briefing:
 Council Vote: October 27, 2014

Jerry Sparks briefed this item.

RESULT:	MOVED FORWARD	Next: 10/27/2014 6:00 PM
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4. Resolution No. 2014-121 approving the City's Investment Policy and recording the annual review.

Public Hearing: October 27, 2014
 Second Briefing: November 10, 2014
 Council Vote: November 24, 2014

Bill Cook, of Valley View Consulting L.L.C, briefed this item.

RESULT:	MOVED FORWARD	Next: 10/27/2014 6:00 PM
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5. Resolution No. 2014-122 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Public Hearing: October 27, 2014
 Second Briefing: November 10, 2014
 Council Vote: November 24, 2014

Bill Cook, of Valley View Consulting LLC, briefed this item.

RESULT: MOVED FORWARD

Next: 10/27/2014 6:00 PM

6. Resolution No. 2014-123 authorizing the City Manager to execute a lease/purchase agreement with Key Government Finance, Inc., for the replacement of two (2) existing heating hot water boilers and three (3) existing hot water pumps. The maximum cost of this agreement to all parties will not exceed \$358,249.92 over the agreement term.

Public Hearing:

Second Briefing:

Council Vote: October 27, 2014

Larry Vaden, Bi-State Justice Building Manager, briefed this item.

RESULT: MOVED FORWARD

Next: 10/27/2014 6:00 PM

7. Resolution No. 2014-124 setting the 2015 City Council Meeting Regular Schedule and City Holidays.

Public Hearing: October 27, 2014

Second Briefing: November 10, 2014

Council Vote: November 24, 2014

City Manager Whitson briefed this item.

RESULT: MOVED FORWARD

Next: 10/27/2014 6:00 PM

VII. PUBLIC HEARINGS

Motion to move Ordinance No. 2014-115 up to vote.

(7:17 p.m.)

RESULT: ADOPTED [UNANIMOUS]

MOVER: Tina Veal-Gooch, Ward 3

SECONDER: Bill Miller, Ward 5

AYES: Casteel, Ray, Veal-Gooch, Matthews, Miller, Davis

EXCUSED: Bruggeman

1. Ordinance No. 2014-115 rezoning the east 250' of a 4.2 acre tract of land being part of the J.W. Fort HRS and the J.W. Lane HRS, located at 6507 Summerhill Road. Planned Development-Office to Single Family 1. Owen Dickeson, applicant. Chad Raney, agent.

Public Hearing: October 13, 2014

Second Briefing: October 27, 2014

Council Vote: November 10, 2014

Minutes Acceptance: Minutes of Oct 13, 2014 6:00 PM (Consent Items)

No citizen spoke at this public hearing.
(7:19 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Bill Miller, Ward 5
AYES:	Casteel, Ray, Veal-Gooch, Matthews, Miller, Davis
EXCUSED:	Bruggeman

Motion to move Ordinance No. 2014-116 up to vote.

(7:21 p.m.)

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

2. Ordinance No. 2014-116 amending PD-02-3 for site plan approval to allow the construction of a retail department store on Lot 1A and part of Lot 1B, Clearwater Creek Addition, located at 4223 Gibson Lane. Steve Avard, applicant. Kayla Wood, MTG Engineering, agent.

Public Hearing: October 13, 2014
Second Briefing: October 27, 2014
Council Vote: November 10, 2014

Kayla Wood, of MTG Engineering, spoke at this public hearing.
(7:22 p.m.)

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

Motion to move Ordinance No. 2014-117 up to vote.

(7:24 p.m.)

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

3. Ordinance No. 2014-117 authorizing the continuation of the Juvenile Curfew Ordinance, as originally adopted in Ordinance No. 261-93 and last continued in Ordinance No. 186-2011, for an additional period of three (3) years.

Public Hearing: October 13, 2014
 Second Briefing:
 Council Vote: October 27, 2014

Lt. Kevin Schutte, of the Police Department, spoke at this public hearing.
 (7:25 p.m.)

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

VIII. SECOND BRIEFING WITH UPDATES

None.

IX. SECOND BRIEFING WITHOUT UPDATES

None.

X. ITEMS FOR DISCUSSION

None.

XI. ADMINISTRATIVE COMMENTS

1. Council

Council Member Matthews thanked city staff for providing the needed barricades for block parties on National Night Out - Tuesday, October 7th. Dr. Matthews also said a citizen contacted him and asked why his block party, which was signed up for National Night Out, was not provided trash cans by the city for the event. Shirley Jaster responded that the city only provided trash cans for the Beverly Park block party which was city sponsored. No other block parties received trash cans for National Night Out.

2. Staff - Water Tower Logo Discussion

City Manager Whitson led the discussion and presented council with four logo options to review for display on the Interstate 30 water tower. Several council members stated that the phone calls they received from citizens voiced the desire to continue to have both Texarkana cities represented on the water tower to show unity and promote unity between Texas and Arkansas. J.D. Phillips, of Texarkana Water Utilities, gave a brief timeline for how soon the decision needs to be made in choosing which logo to put on the water tower. After much discussion, it was determined by city council consensus that staff bring back logo depictions of:

- 1) option #2 with a larger star, adding "USA" and a blue & red ribbon around the tower
- 2) the three higher institutions of education in Texarkana
- 3) a combination of "Twice as Nice" and the three higher institutions of education

City Manager Whitson said staff will begin working on council's request.

Water Tower Logo Discussion Photo Options

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:47 p.m.)

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

Minutes Finalized - City Secretary & Mayor



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

First Love Community Outreach Plan of Action

Pastor Donald Ryan (903) 691-7778

Asking adult for \$50/month for tithes plus offering, sponsoring various events

Evening camps to help keep neighborhood children off the streets; one day a week (dance, soccer, basketball)

Have on- hand clothing for children in need

Have Community police officer to be involved and build relationship with community; in and out of uniform.

Form a community choir

Have a realistic job fair center inside with available help for application and resume completing (4times/year)

Have military presentation once a month; brochures

Have college presentation once a month; brochures

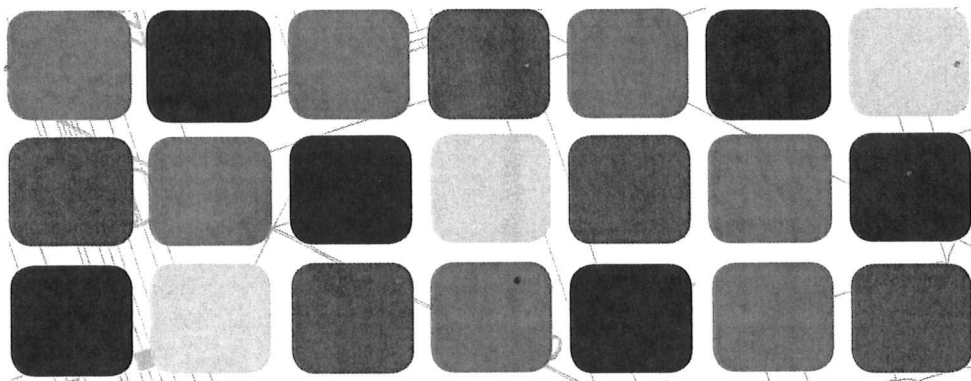
Have after school program for 10-15 children with educational help with math and reading developmental skills, homework assistance from 3:30-6:00

cost is \$7.50/child/day snack provided, half day 12:00-6:00 \$15.00/child/day lunch and snack provided

Hygiene class; hygiene goodie bags (as needed)

10 year lease at \$1.00/year or \$1.00/month

News center for community.... Local information from neighborhood of community events, city hall meeting, etc...

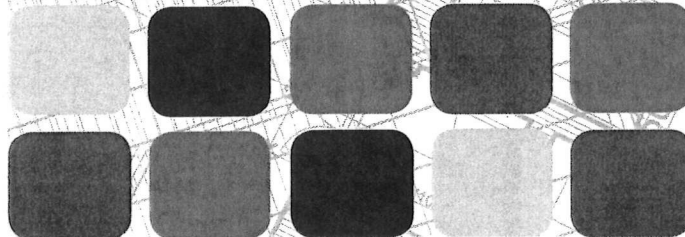


TEXARKANA INDEPENDENT SCHOOL DISTRICT

BOND 2014

Providing answers to the most
Frequently Asked Questions
for TISD's \$29.9 million
Bond Election.

November 4, 2014
Election Day

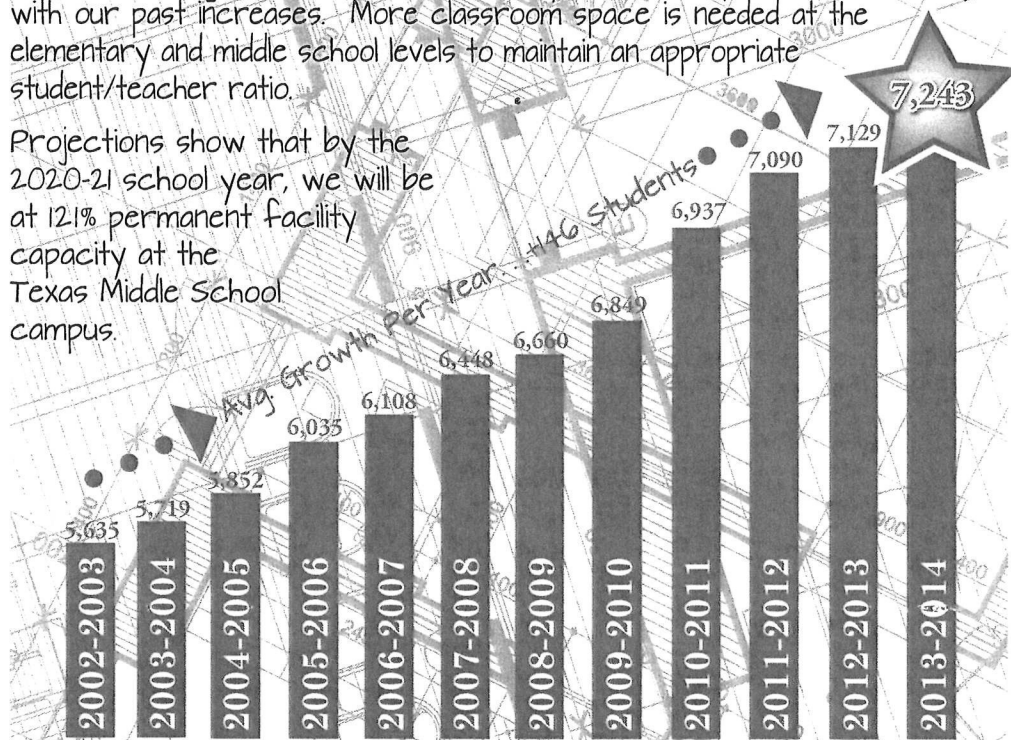


Why Now?

The 2014 Bond Election would address enrollment increases during the last 12 years of an average of 146 students per year.

Our enrollment growth within the next five years is anticipated to remain on par with our past increases. More classroom space is needed at the elementary and middle school levels to maintain an appropriate student/teacher ratio.

Projections show that by the 2020-21 school year, we will be at 121% permanent facility capacity at the Texas Middle School campus.



PERMANENT SCHOOL CAPACITIES ARE...

Student enrollment occupies 99% of capacity for ALL TISD elementary permanent facilities.

Students in grades 6-8 occupy 114% of the permanent facility capacity available at Texas Middle School.

Texas High School is at 112% of permanent facility capacity for all students in grades 9-12.

Campus	Capacity Permanent Facility	Projected Enrollment 2014-15	Enrollment as a % of Capacity
All Elementary Schools	3,714	3,692	99%
Texas Middle School	1,383	1,575	114%
Texas High School	1,820	2,038	112%
District Total	6,917	7,305	106%

WHAT'S INCLUDED?

ANTICIPATED PROJECTS

New Elementary School
New Sixth Grade Center
on Texas Middle School campus

TOTAL BOND PACKAGE

ANTICIPATED PROJECT INVESTMENT

\$16,900,000

\$13,000,000

\$29,900,000

WHAT IS THE TAXPAYER IMPACT?

The current tax rate for TISD is approximately the same rate as it was in 1996 when enrollment was 5,401 students. Enrollment for the most recent school year was 7,243 students. The Projected Tax Rate would feature an 8.9¢ increase to \$1.428 effective October 2015.

2014-15 School Year Current Tax Rate	Projected Tax Rate for 2015-16 School Year (8.9¢)
\$1.339	\$1.428

The above numbers are projections based on current known data.

{examples}

	2014-15 School Year Current Tax Rate (\$1.339)	Projected Tax Rate for 2015-16 School Year (\$1.428)	Overall Bond Increase in Taxes (8.9¢)
Taxes on \$50,000 Home (takes into consideration \$15,000 exemption)	\$39.05/mo \$468.65/yr	\$41.65/mo \$499.80/yr	\$2.60/mo \$31.15/yr
Taxes on \$81,302 Home (Avg. TISD Appraised Value) (takes into consideration \$15,000 exemption)	\$73.98/mo \$887.78/yr	\$78.90/mo \$946.79/yr	\$4.92/mo \$59.01/yr
Taxes on \$100,000 Home (takes into consideration \$15,000 exemption)	\$94.85/mo \$1,138.15/yr	\$101.15/mo \$1,213.80/yr	\$6.30/mo \$75.65/yr
Taxes on \$500,000 Business	\$557.92/mo \$6,695.00/yr	\$595.00/mo \$7,140.00/yr	\$37.08/mo \$445.00/yr
Taxes on \$1,000,000 Business	\$1,115.83/mo \$13,390.00/yr	\$1,190.00/mo \$14,280.00/yr	\$74.17/mo \$890.00/yr

WHAT IF I AM OVER 65 OR DISABLED?

School district taxes on resident homesteads (except for subsequent improvements) are FROZEN in the year a taxpayer turns 65 years of age and will not increase as a result of this Bond Election.

Senior Citizens receive a \$10,000 exemption in addition to a \$15,000 mandatory homestead exemption. The disabled are also able to have their school taxes FROZEN.

IT IS IMPORTANT TO NOTE THAT THE TAXPAYER MUST APPLY FOR THE EXEMPTION. THIS APPLICATION MUST BE MADE TO THE BOWIE COUNTY APPRAISAL DISTRICT PER SECTION 11.26 OF THE TEXAS TAX CODE.

CURRENT TAX RATE COMPARISONS



VOTING . . . WHEN & WHERE?

EARLY VOTING

October 20 - October 31, 2014

Monday - Friday

8:00 a.m. - 5:00 p.m.

Saturday

10:00 a.m. - 5:00 p.m.

Sunday

1:00 - 5:00 p.m.

Bi-State Justice Building

100 N. State Line Avenue, Texarkana, Texas

Bowie County Courthouse

710 James Bowie Drive, New Boston, Texas

ELECTION DAY

Tuesday

November 4, 2014

7:00 a.m. - 7:00 p.m.

SAMPLE BALLOT

TEXARKANA, TEXAS ISD- BOND ELECTION (TEXARKANA, TEXAS ISD-ELECCIÓN DE BONOS)

PROPOSITION

The issuance of \$29,900,000 school building bonds for the construction, acquisition and equipment of school buildings in the district (including the rehabilitation, renovation, expansion and improvement thereof), and the purchase of the necessary sites for school buildings, and the levying of the tax in payment thereof.

(PROPOSICIÓN)

(La emisión de \$29,900,000, en bonos de edificios escolares para construir, adquirir y equipar edificios escolares en el distrito (incluidas la rehabilitación, la renovación, la expansión y la mejora de estos) y la compra de los predios necesarios para los edificios escolares, y la imposición del impuesto para el pago de estos.)

☐ FOR (A FAVOR)

☐ AGAINST (EN CONTRA)

VOTING SITES

Precinct 1A & 4E

TISD Academic
Learning Center
3201 Lincoln Avenue

Precinct 4B

Spring Lake Park
Elementary School
4324 Ghio Fish Boulevard

Precinct 1B

Liberty-Eylau C.K. Bender
Elementary School
2300 Buchanan Road

Precinct 5C

Pleasant Grove High School
5406 McKnight Road

Precinct 2B, 4D & 5A

Westlawn
Elementary School
410 Westlawn Drive

Precinct 6A

First Baptist Church
3015 Moores Lane

Precinct 2C

Theron Jones
Early Literacy Center
2600 West Fifteenth Street

Precinct 7

Wake Village City Hall
624 Burma Road

Precinct 2D, 4A, 4C & 5B

Texarkana College
Truman Arnold Center
2500 N. Robison Road

Precinct 9

Nash Elementary School
100 Burton

Precinct 3A

Collins Memorial Building
3000 Texas Boulevard

Precinct 10

Pleasant Grove
Fire Department
3123 FM 559

Precinct 3B

Texarkana, Texas City Hall
220 Texas Boulevard

Precinct 11

Leary School
9500 West New Boston Road

Precinct 12

Red Springs Baptist Church
1101 FM 991

FREQUENTLY ASKED QUESTIONS

What is a Bond Election?

A Bond Election is similar to a popular election in that voters have an opportunity to express their view on a particular issue. Unlike a regular election, in which a voter expresses his or her support for a candidate, a Bond Election requires the voter to express support for or against the district selling school bonds.

The law restricts how a district can spend bond revenues. Bond revenues can only be used for capital expenses as described in the Bond Proposition. The bonds are repaid through a portion of the taxes paid by property owners.

Why did TISD call a Bond Election at this time?

The 2014 Bond Election would address enrollment increases during the last 12 years of an average of 146 students per year. Our enrollment growth within the next five years is anticipated to remain on par with our past increases. More classroom space is needed at the elementary and middle school levels to maintain an appropriate student/teacher ratio.

Student enrollment occupies 99% of school capacity for all TISD elementary permanent facilities. Students in grades 6-8 occupy 114% of the permanent facility capacity available at Texas Middle School and it is projected that by the 2020-21 school year, TMS will be at 121% of permanent facility capacity. Texas High School is at 112% permanent facility capacity for all students in grades 9-12.

How was the Bond Package developed?

Beginning in September 2013, the TISD Board of Trustees approved the district moving forward with the development of a Strategic Planning process to address short-term and long-term goals as well as needs for the next five years. From October 2013 through March 2014, an estimated 150 volunteers made up of parents, staff, students and community members, analyzed seven areas of the district: curriculum, goal setting, technology, human resources, finance & facilities, mentor programs, and community outreach. Recommendations and goals, in all areas, were developed, including the building of a new elementary school and a sixth grade center on the Texas Middle School campus.

Will my taxes increase if I am over 65 or disabled?

School district taxes on resident homesteads (except for subsequent improvements) are FROZEN in the year a taxpayer turns 65 years of age and will not increase as a result of this Bond Election.

Senior Citizens receive a \$10,000 exemption in addition to a \$15,000 mandatory homestead exemption. The disabled are also able to have their school taxes FROZEN.

It is important to note that the taxpayer must apply for the exemption. This application must be made to the Bowie County Appraisal District per Section 112.06 of the Texas Tax Code.

Who is qualified to vote in the TISD Bond Election?

Any TISD resident who is 18 years old by Election Day, Tuesday, November 4, and registered to vote by October 5, may vote in the election. The voter must be a U.S. citizen and a resident of TISD. The registration form must be postmarked by/on October 5. If you've recently moved into the TISD area, you must update your voter registration information by filling out the same form and putting it in the mail by/on October 5. For a form, visit the Texas Secretary of State web site at www.sos.state.tx.us for a voter registration application and additional voter information. Additionally, voter registration applications are available at: Bowie County Tax Assessor/Collector's Office; City of Texarkana, Texas; Texarkana Public Library; Department of Public Safety; and TISD Administration Office.

How can I vote by Absentee Ballot?

To be eligible to vote early by mail in Texas, you must be: 65 years or older; be disabled; be out of the county on election day and during the period for early voting by personal appearance; or, be confined in jail but otherwise eligible. Your request for application for ballot, must be made to the Bowie County Elections office no later than October 24, 2014. Once the ballot is received, it should be returned back to the Bowie County Elections office no later than November 4, 2014. You can reach the Bowie County Elections office at 903.628.6810 or 710 James Bowie Drive, New Boston, TX 75570.

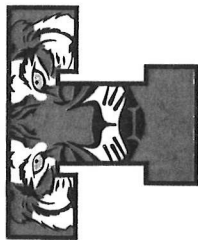
TO LEARN MORE

Please contact TISD Public Relations for additional information or to schedule a Bond Presentation for your Civic, Social or Neighborhood Group.



903.794.3651 ext. 1101
tisdpr@txkisd.net
www.txkisd.net





Texarkana
Independent School District
4241 Summerhill Road
Texarkana, Texas 75503

BOND ELECTION
NOVEMBER 4, 2014

City of Texarkana, Texas

Version: B

Update Date: 9/29/2014 3:12 PM

Briefing Sheet

Lead Department: Economic Development **Action Officer:** Jerry Sparks, Economic Developer
Subject: Ordinance No. 2014-120 amending the Economic Development Fund budget expenditures for the fiscal year ending September 30, 2015.
Briefing: 10/27/2014 **Public Hearing:** Second **Council Vote:** 10/27/2014

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

NOT APPLICABLE

Executive Summary and Background Information:

The following changes are requested to appropriate additional FY2015 Economic Development funds to provide funding for items approved in the FY2014 budget but not expended in their entirety during FY 2014.

Economic Development: 223-2002

	Fund	GL #	Project	Revised FY14	Revised FY15
Econ Incentive Pmt	54679		Harte Hanks	-0-	\$250,000
Grant/Loan Matching Funds	54686		Façade RLF	-0-	\$100,000

The budgeted Economic Incentive Payment for Harte-Hanks was not disbursed in FY 2014. The request for payment has been received and this amendment will allow the funding of the incentives in accordance with the incentive agreement previously approved by Council.

A loan was approved and executed for the Façade RLF during FY 2014. The total proceeds of the loan were not disbursed prior to the end of September. This amendment will allow those funds to be disbursed according to the loan agreement and allows a potential new loan to be available for consideration in FY2015.

Potential Options:

- Approve budget amendment to allow expenditures in FY 2015
- Disapprove budget amendments allowing amendment to FY 2015 budget

Fiscal Implications:

City of Texarkana, Texas

\$350,000 that was not expended in FY 2014 may be expended in FY 2015. There will be no net fiscal implication.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NONE

Attachments

- a. Goals and Perspectives (DOCX)
- b. Ordinance 2014-120 Budget Amend EDF FY2015 (DOCX)
- c. Budget Amend narrative (DOCX)
- d. Reso. 2014-120 signed (PDF)

Staff Coordination

Economic Development	Jerry Sparks	Department Head Review	
Completed	09/19/2014 9:58 AM		
Planning and Community Development	David Orr	Review	Completed
09/24/2014 3:15 PM			
Finance Department Charlie Bassett	Finance Review	Completed	09/29/2014
3:12 PM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
09/29/2014 3:13 PM			
Assistant City Manager	Shirley Jaster	Review	Completed
09/29/2014 4:44 PM			
City Manager John Whitson	City Manager Review	Completed	10/06/2014
8:52 AM			
City Council Jennifer Evans	Meeting	Completed	10/13/2014
6:00 PM			

Meeting History

10/13/14 City Council MOVED FORWARD Next: 10/27/14
 Jerry Sparks 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: 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. 2014-120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ECONOMIC DEVELOPMENT FUND BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1: That the budget estimate of the expenditures of the Economic Development Fund of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2014, and ending September 30, 2015, be amended to reflect additional expenditures appropriated as a result of the following items:

1. Increase appropriations in the Grant Matching/Loan line item to fund the approved, executed, and undisbursed Façade Revolving Loan and to have funding available for a potential additional Façade Revolving Loan Fund in FY2015 to \$100,000.
2. Increase appropriations in the Economic Incentive Payments to \$250,000 to fund incentives approved but not disbursed.

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

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

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

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

PASSED AND APPROVED by the City Council of the City of Texarkana, Texas, on this the 27th day of October, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Budget Amendment Narrative Ordinance 2014-120

City of Texarkana Texas

Economic Development

Budget Amendments requested to Adopted Budget for FYE 9/30/2015

The following changes are requested to appropriate additional FY2015 Economic Development funds to provide funding for items approved in the FY2014 budget but not expended in their entirety during FY 2014.

Economic Development: 223-2002

	Fund	GL #	Project	Revised FY14	Revised FY15
Economic Incentive Payment	54679		Harte Hanks	-0-	\$250,000
Grant/Loan Matching Funds	54686		Façade RLF	-0-	\$100,000

The budgeted Economic Incentive Payment for Harte-Hanks was not disbursed in FY 2014. The request for payment has been received and this amendment will allow the funding of the incentives in accordance with the incentive agreement previously approved by Council.

A loan was approved and executed for the Façade RLF during FY 2014. The total proceeds of the loan were not disbursed prior to the end of September. This amendment will allow those funds to be disbursed according to the loan agreement and allows a potential new loan to be available for consideration in FY2015.

ORDINANCE NO. 2014-120

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ECONOMIC DEVELOPMENT FUND BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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SECTION 1: That the budget estimate of the expenditures of the Economic Development Fund of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2014, and ending September 30, 2015, be amended to reflect additional expenditures appropriated as a result of the following items:

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2. Increase appropriations in the Economic Incentive Payments to \$250,000 to fund incentives approved but not disbursed.

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

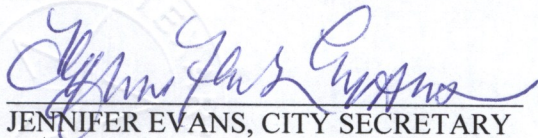
SECTION 3: It is further provided that in case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

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

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

PASSED AND APPROVED by the City Council of the City of Texarkana, Texas, on this the 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.

Attachment: Reso. 2014-120 signed (1194 : Ord. No. 2014-120 Amend FY2015 Economic Development Fund budget)

Budget Amendment Narrative Ordinance 2014-120

City of Texarkana Texas

Economic Development

Budget Amendments requested to Adopted Budget for FYE 9/30/2015

The following changes are requested to appropriate additional FY2015 Economic Development funds to provide funding for items approved in the FY2014 budget but not expended in their entirety during FY 2014.

Economic Development: 223-2002

	Fund	GL #	Project	Revised FY14	Revised FY15
Economic Incentive Payment	54679		Harte Hanks	-0-	\$250,000
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The budgeted Economic Incentive Payment for Harte-Hanks was not disbursed in FY 2014. The request for payment has been received and this amendment will allow the funding of the incentives in accordance with the incentive agreement previously approved by Council.

A loan was approved and executed for the Façade RLF during FY 2014. The total proceeds of the loan were not disbursed prior to the end of September. This amendment will allow those funds to be disbursed according to the loan agreement and allows a potential new loan to be available for consideration in FY2015.

City of Texarkana, Texas

Version: H

Update Date: 10/21/2014 8:42 AM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Resolution No. 2014-123 authorizing the City Manager to execute a
lease/purchase agreement with Key Government Finance, Inc., for the
replacement of two (2) existing heating hot water boilers and three (3) existing
hot water pumps. The maximum cost of this agreement to all parties will not
Subject: exceed \$358,249.92 over the agreement term.

Briefing: 10/27/2014 **Public Hearing:** **Second Briefing:** **Council Vote:** 10/27/2014

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The Intergovernmental Advisory Committee (IAC) for Bi-State Justice Center previously approved the replacement of 2 boilers and 3 hot water pumps. Financing for this project, which has a base cost of \$315,589.00, has been proposed by Key Government Finance, Inc., on a 7 year term, with an interest rate of 3.6626%, resulting in a required monthly payment of \$4,264.88. The total cost of the project with financing cost included is \$358,249.92. The governing bodies of each IAC participant are asked to take action on their participation in this agreement. Each participant will pay for its share of the agreement through its fiscal year 2015 and following contributions to the operations of the Bi-State Justice Center. Funds have already been appropriated in the city's budget for fiscal year ending September 30, 2015 to pay for the City's share of the 2015 Bi-State Justice Center budget.

Potential Options:

- Approve the resolution to authorize the City Manager to execute the lease/purchase agreement.
- Deny approval of the resolution.

Fiscal Implications:

Contributions to the overall operations of the Bi-State Justice Center are approved annually in the City's budget process. The appropriation of funds in the City's fiscal year 2015 budget is sufficient to cover the City's share of this agreement, which is estimated to be approximately \$12,293.20 (24.02%).

Staff Recommendation:

Staff recommends approval of this ordinance.

Advisory Board/Committee Review:

Intergovernmental Advisory Committee

Board/Committee Recommendation:

Intergovernmental Advisory Committee recommends approval of this lease/purchase agreement.

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

July 9, 2014 IAC minutes are attached.

Attachments

- a. Goals and Perspectives (DOCX)
- b. Resolution No. 2014.123doc (DOC)
- c. Lease Documents (PDF)
- d. Intergovernmental Advisory Committee Minutes (PDF)
- e. Reso No. 2014-123 signed (PDF)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed	
	10/02/2014 9:04 AM			
Finance Department	Charlie Bassett	Finance Review	Completed	10/02/2014
	9:04 AM			
Police	Dan Shiner	Review	Completed	10/02/2014
	10:48 AM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	10/02/2014 2:32 PM			
City Manager	John Whitson	City Manager Review	Completed	10/06/2014
	8:55 AM			
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
	6:00 PM			

Meeting History

10/13/14 City Council MOVED FORWARD Next: 10/27/14
 Larry Vaden, Bi-State Justice Building Manager, 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:

RESOLUTION NO. 2014 - 123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE AGREEMENT WITH KEY GOVERNMENT FINANCE, INC., FOR THE REPLACEMENT OF TWO (2) EXISTING HOT WATER BOILERS AND THREE (3) EXISTING HOT WATER PUMPS AT THE BI-STATE JUSTICE CENTER, AT A COST NOT TO EXCEED THREE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FORTY-NINE AND 92/100 DOLLARS (\$358,249.92) OVER THE SEVEN (7) YEAR TERM OF THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Intergovernmental Advisory Committee for the Bi-State Justice Center has recommended that infrastructure improvements should be made at that facility, and

WHEREAS, the City of Texarkana, Texas participates in the operation of the Bi-State Justice Center, along with the City of Texarkana, Arkansas and Bowie County, Texas, and

WHEREAS, the recommendation of the Intergovernmental Advisory Committee is to accept the bid from Aire One Services to replace two (2) existing 4,000 MBH Heating Hot Water Boilers and three (3) existing Hot Water Pumps with RBI Model No. FB 1950 Hot Water Boilers and associated Hot Water Pumps at a cost of Three Hundred Fifteen Thousand Five Hundred Eighty-Nine and No/100 (\$315,589.00), and

WHEREAS, the recommendation of the Intergovernmental Advisory Committee is to finance this project through a lease/purchase agreement with Key Government Finance, Inc., for a lease period of seven (7) years, at an interest rate of 3.6626%, resulting in a total cost for the lease term not to exceed Three Hundred Fifty-Eight Thousand Two Hundred Forty-Nine and 92/100 dollars (\$358,249.92), and

WHEREAS, funds for the first year payments on this agreement are included in the Bi-State Justice Center's current year budget, and

WHEREAS, funds for the City of Texarkana Texas portion of this agreement are appropriated in the City's budget for the fiscal year ended September 30, 2015.

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

SECTION 1: That the City Manager is hereby authorized to execute an agreement on behalf of the Bi-State Justice Center for the replacement of two (2) Heating Hot Water Boilers and three (3) Hot Water Pumps, with Key Government Finance, Inc., in the form of a lease/purchase agreement, with a term of seven (7) years, at an interest rate of 3.6626%, resulting in a total cost

over the term of the agreement not to exceed three hundred fifty-eight thousand two hundred forty-nine and 92/100 dollars (\$358,249.92).

SECTION 2: That the City of Texarkana, Texas participation in this agreement is on behalf of the Bi-State Justice Center, and accordingly, is contingent upon participation by the City of Texarkana, Arkansas and Bowie County, Texas.

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 27th day of October, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

08/25/2014 22:59 19037921015

AIREONE SERVICES

PAGE 01/02

August 25, 2014

To: City of Texarkana

Key Government Finance, Inc.
 1000 South McCaslin Blvd.
 Superior, CO 80027
 720-304-1285, 1479 (FAX)



Key Government Finance is pleased to present the following proposal for the transaction described below:

LESSOR: Key Government Finance, Inc.
LESSEE: City of Texarkana
PROPERTY: Trane HVAC Solution
EXPIRATION: September 25, 2014

LEASE QUOTE:	Amount	Rate	Payments	Factor	Pmts / Year	Term	Adv. / Arr.
	\$ 315,589.00	3.3055%	\$5,713.66	.01810476	12	5 years	Arrears
	\$ 315,589.00	3.6626%	\$4,264.88	.01351402	12	7 years	Arrears

LEASE: This is a tax-exempt, municipal government lease with the title to the property passing to Lessee. This is a net lease under which, all costs, including insurance, maintenance and taxes, are paid by Lessee for the term of the lease.

NOTES: Transaction must fully execute or fund to escrow by lease proposal expiration date.

APPROVAL: This proposal, until credit approved, serves as a quotation, not a commitment by Lessor to provide credit or property. Lessor acceptance of this Proposal is subject to credit, collateral and essential use review and approval by Lessor. The interest rate quoted herein assumes that the interest component of the Payments is exempt from federal income tax. Lessor will provide a taxable financing proposal if it is determined that the financing will not qualify for tax-exempt interest rates. The financing contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form and substance satisfactory to Lessor), including without limitation, to the extent applicable, the Master Lease Agreement, any Schedule, financing statements, legal opinion or other documents or agreements reasonably required by Lessor.

Thank you for the opportunity to present this proposal. If you have any questions, please contact me at my number or e-mail address below. If you wish to accept this proposal, please do so by signing below and returning this proposal to me via FAX or e-mail. Upon receipt of this proposal, Lessor will promptly begin its credit, collateral and essential use review process.

Sincerely,

Eric Meyer
 720-304-1146
 eric.meyer@key.com

Proposal Accepted by Lessee:	
By:	
Title:	
Date:	

Attachment: Lease Documents (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

08/25/2014 22:59 19037921015

AIREONE SERVICES

PAGE 02/02

Key Government Finance, Inc. Financing Application

Borrower's Legal Name as Shown on Audited Financials:		Bi-State Justice Center	
If Borrower's Parent is Different, Input Parent Name Here:		City of Texarkana, AR, City of Texarkana, TX	
Website to Obtain 3 years of Audited Financials Found At:		www.bi-statejusticecenter.org	
Street Address		100 N. State Line	
City		Texarkana	
State		Texas	
Zip Code		75501	
Contact		Invoices to be sent to: BI-STATE JUSTICE	
Phone Number		Contact: LARRY VADEN	
Fax Number		Department: MAINTENANCE	
Email		Address: 100 N STATE LN BOX 4	
EIN (Required)		City, State, Zip: TEXARKANA, TX 75501	
		Phone & Fax Number: 903-798-3000 / 903-798-3139	
		Email: LVADEN@TXKUSA.ORG	
		Special Instructions	

Double-clicking on a response box will allow you to add or remove a check mark

- Have you ever defaulted or non-appropriated on a lease purchase, loan or bond obligation? Yes: ☐ No: ☒
- Are you currently operating under emergency financial/fiscal management or have you in the past 3 years? Yes: ☐ No: ☒
- Are there any known issues that could impact the future repayment of this financing? Yes: ☐ No: ☐
- Will any loan or grant proceeds be used as the dedicated source of repayment for this financing? Yes: ☐ No: ☒
- Have you issued or do you reasonably intend to issue more than \$10MM in tax exempt debt during the calendar year? Yes: ☐ No: ☒
- For any payments due in your current FY, have those payments been formally appropriated? Yes: ☒ No: ☐
If no or if your 1st payment is due in next fiscal year, has this been formally approved by board resolution? Yes: ☐ No: ☐
- Will payments be made from your General Fund? Yes: ☐ No: ☒
If no, which fund & provide page in most recent audit where found? Bi State Fund. Audit Attached.
- Will any portion of the financed property be used by a private corporation or individual? Yes: ☐ No: ☒
If Yes, what % will be used by a private corporation or individual?
- Do you operate under home-rule (a charter)? Yes: ☐ No: ☐ Unsure: ☒
- Will the proceeds of this lease be used entirely for software? Yes: ☐ No: ☒
If "Yes", will the software be installed on equipment that you own or are financing? Own: ☐ Financed: ☐
- Will any portion of the financed property be affixed to real property? Yes: ☒ No: ☐
- Are you self insured for property damage? Yes: ☒ No: ☐
- Are you self insured for liability? Yes: ☒ No: ☐
- Are you a member of a managed risk pool for insurance? Yes: ☒ No: ☐
- Is this replacing equipment, expanding an existing system or completely brand new? Replacement: ☒ Expansion: ☐ New: ☐
If replacement, what is the age of the equipment it is replacing? 30+ YRS.
If replacement or expansion, is the existing equipment paid off? YES

16) What is your population or enrollment?	350	As of what date?	9/2/2014
17) What is your tax-based assessed value?		As of what date?	

18) Equipment/Product Description (please refrain from using acronyms or part numbers):	RBI THERMAL EFFICIENT BOILERS
---	-------------------------------

19) What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg. cost savings, productivity, functionality, etc.):	COST SAVINGS WILL PROVIDE FUNDING NEEDED TO LEASE PURCHASE NEW EQUIPMENT. OUR EXISTING HEATING SYSTEM IS AT BEST 50% EFFICIENT. NEW THERMAL RBI BOILERS WILL PROVIDE HEAT FOR YEARS TO COME.
--	--

Submitted By (Name):	LARRY VADEN	Title:	BUILDING MANAGER
Signature:	Larry Vaden	Date:	9/2/2014

4507 WILLOW BEND, SUITE B
TEXARKANA, TEXAS 75503

903.792.0977
FAX 903.792.1015

AR-2108454
TACLA-022525C



August 12, 2014

Bi-State Justice Center
Attn: LARRY VADEN
100 Stateline Avenue
Box 4
Texarkana, Texas 75501

RE: Budget Pricing; Boiler Replacement

AireOne Services is pleased to give budget pricing for the replacement of (2) existing 4,000 MBH Heating Hot Water Boilers and (3) existing Hot Water Pumps. We will provide the removal and disposal of existing boilers and pumps. Electrical and piping as necessary for new boilers and pumps installation.

We will connect boilers to existing breaching vent and new boiler controls to existing building controls that will enable/disable boilers.

Here are (3) Boiler options with pricing:

(A) RBI; Model No: MB2000 up to 88% thermal efficiency	\$378,644.00
plus any applicable tax	
(B) RBI; Model No: FB1950 up to 85% thermal efficiency	\$315,589.00
plus any applicable tax	
(C) RBI; Model No: DB1950 up to 85% thermal efficiency	\$309,989.00
plus any applicable tax	

All work to be performed during standard working hours;

8:00 A.M.-5:00 P.M. Monday through Friday

Thank you,

GARY WHITEHEAD

Attachment: Lease Documents (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

INTERGOVERNMENTAL ADVISORY COMMITTEE MINUTES

Meeting Minutes
July 9, 2014

A MEETING OF THE INTERGOVERNMENTAL ADVISORY COMMITTEE WAS HELD AT 3:30 PM. ON WEDNESDAY, JULY 9, 2014, ON THE FIRST FLOOR OF THE BI-STATE JUSTICE BUILDING LOCATED AT 100 N. STATELINE AVENUE, TEXARKANA, TEXAS, IN THE TEXARKANA, ARKANSAS POLICE DEPARTMENT (TAPD) TRAINING ROOM.

MEMBERS PRESENT: IAC Chair/Texarkana, Arkansas Assistant Mayor James Mike Jones, Texarkana, Arkansas Mayor N. Wayne Smith, Texarkana, Texas Councilman Bill Miller, Texarkana, Texas Councilwoman Tina Veal-Gooch, and Bowie County Commissioner Tom Whitten.

OTHERS PRESENT: Larry Vaden, Glenn Greenwell, Jessica Hyman, TyRhonda Henderson, Charles Bassett, Dan Shiner, Ryan Durham, John Whitson, Bob Harrison, and Heather Soyars.

ABSENT: Bowie County Judge Sterling Lacy and Texarkana Chamber of Commerce DeMita Torrans.

AGENDA ITEM #1 – Call to Order

IAC Chair/Texarkana, Arkansas Assistant Mayor James Mike Jones called the meeting to order.

AGENDA ITEM #2 – Consider and take action to approve the minutes from the June 5, 2014 meeting.

Motion made to approve the Minutes of September 25, 2013.

Motion made by: Texarkana, Texas Councilwoman Tina Veal-Gooch
Second by: Texarkana, Arkansas Mayor N. Wayne Smith
Motion carried

AGENDA ITEM #3 – Consider and take action to purchase new boilers for the Bi-State Justice Building.

Bi-State Justice Building Manager Larry Vaden said the he sent out a communications stating the window of opportunity had come and gone to purchase and install the boilers this year. He said he believed this was something that needed to be ready to go January 1, 2015. There was a lot of preparation to be done before the boilers could be installed.

Finance Director Jessica Hyman said the boilers were already in the budget for 2014.

Texarkana, Texas Councilwoman Tina Veal-Gooch said one reason the IAC waited so long on the boilers was because Bowie County did not approve the Bi-State budget. She said Judge Lacy was going to ask the County Commissioners if that line item for the boilers could be pulled out of the budget and approved.

Texarkana, Arkansas Mayor N. Wayne Smith made the motion to table this item until it was presented to the Bowie County Commissioners.

Motion made by: Texarkana, Arkansas Mayor N. Wayne Smith

Second by: Texarkana, Texas Councilman Bill Miller

Motion carried

AGENDA ITEM #4 – Consider and take action on the request for new Dispatch Consoles, Communications Controller and infrastructure equipment for Texarkana, Texas and Bowie County.

Texarkana, Texas Police Chief Dan Shiner said on behalf of the LEAC, he wanted to give a report. He said at the last meeting the IAC heard a real doom and gloom presentation by Motorola Solutions. He said on June 23, 2014 there was a lightning strike on the tower at the water plant on New Boston Road. A notification was sent to the CRC manager but he was on vacation and did not receive the notification. Chief Shiner said when the strike knocked the power out it went on emergency generator and then on June 24, 2014, a low fuel notification came in but went to the same phone number. On June 25, 2014, we had a catastrophic failure of the entire system. It included AWINS and was out for about 45 minutes. A part had to be replaced and it was the last part Motorola had. The part was installed but there were still console problems. It was back online on July 1, 2014. After that, he contacted Motorola to meet with CRC, Texarkana, Texas and Bowie County.

Texarkana, Texas City Manager John Whitson said after listening to the presentation and understanding the age and the parts may become more and more difficult to come by. He looked at this episode that occurred as a godsend and it did not happen during a natural disaster when a lot of people would not be able to communicate. He said he thought it was very critical and he would have a project officer and Motorola make a presentation to the City Council and approve a resolution for this process to move forward replacing the equipment on the Texas-side through the whole county. He said he would work with Motorola on a payment plan and it would affect budgets for a few years. He said there were about 25 agencies on the system. He would work to update all the interlocal agreements and arrive at a financing scheme that the user agencies would be user fees.

Texarkana, Texas Councilman Bill Miller asked if he IAC needed to be involved with this.

Texarkana, Texas City Manager John Whitson said he did not believe so. He was confident the Texas-side and Bowie County would be able to take care of it. He said in case of failure for either side of Texarkana, the system would be separate but it would be interoperable. He said each system could be the back up to the other.

Texarkana, Arkansas Police Chief Bob Harrison said TAPDs system was AWINS and it could stand alone. It was important both systems could work together.

Texarkana, Texas City Manager John Whitson said one problem he had about accepting the AWINS offer was that it was regulated by someone in the state government and he did not know how that would go or if they would change their financing structure or the change the user fee amount. He would rather be in control of the future cost wise.

NO ACTION TAKEN

IAC Chair/Texarkana, Arkansas Assistant Mayor James Mike Jones said the IAC members and supporting staff needed to start working on the FY2015 Bi-State Budget and suggested the IAC meet around the first of August, 2015.

AGENDA ITEM #5 – Adjourn

Motion made by: Texarkana, Texas Councilman Bill Miller
Second by: Bowie County Commissioner Tom Whitten
Motion carried

RESOLUTION NO. 2014 - 123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A LEASE/PURCHASE AGREEMENT WITH KEY GOVERNMENT FINANCE, INC., FOR THE REPLACEMENT OF TWO (2) EXISTING HOT WATER BOILERS AND THREE (3) EXISTING HOT WATER PUMPS AT THE BI-STATE JUSTICE CENTER, AT A COST NOT TO EXCEED THREE HUNDRED FIFTY-EIGHT THOUSAND TWO HUNDRED FORTY-NINE AND 92/100 DOLLARS (\$358,249.92) OVER THE SEVEN (7) YEAR TERM OF THE AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Intergovernmental Advisory Committee for the Bi-State Justice Center has recommended that infrastructure improvements should be made at that facility, and

WHEREAS, the City of Texarkana, Texas participates in the operation of the Bi-State Justice Center, along with the City of Texarkana, Arkansas and Bowie County, Texas, and

WHEREAS, the recommendation of the Intergovernmental Advisory Committee is to accept the bid from Aire One Services to replace two (2) existing 4,000 MBH Heating Hot Water Boilers and three (3) existing Hot Water Pumps with RBI Model No. FB 1950 Hot Water Boilers and associated Hot Water Pumps at a cost of Three Hundred Fifteen Thousand Five Hundred Eighty-Nine and No/100 (\$315,589.00), and

WHEREAS, the recommendation of the Intergovernmental Advisory Committee is to finance this project through a lease/purchase agreement with Key Government Finance, Inc., for a lease period of seven (7) years, at an interest rate of 3.6626%, resulting in a total cost for the lease term not to exceed Three Hundred Fifty-Eight Thousand Two Hundred Forty-Nine and 92/100 dollars (\$358,249.92), and

WHEREAS, funds for the first year payments on this agreement are included in the Bi-State Justice Center's current year budget, and

WHEREAS, funds for the City of Texarkana Texas portion of this agreement are appropriated in the City's budget for the fiscal year ended September 30, 2015.

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

SECTION 1: That the City Manager is hereby authorized to execute an agreement on behalf of the Bi-State Justice Center for the replacement of two (2) Heating Hot Water Boilers and three (3) Hot Water Pumps, with Key Government Finance, Inc., in the form of a lease/purchase agreement, with a term of seven (7) years, at an interest rate of 3.6626%, resulting in a total cost

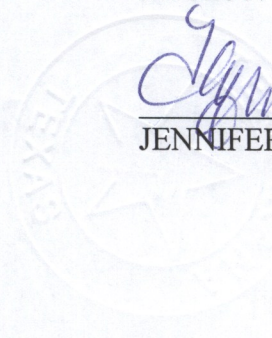
over the term of the agreement not to exceed three hundred fifty-eight thousand two hundred forty-nine and 92/100 dollars (\$358,249.92).

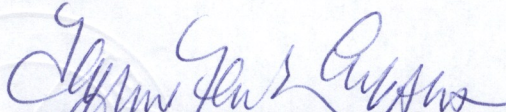
SECTION 2: That the City of Texarkana, Texas participation in this agreement is on behalf of the Bi-State Justice Center, and accordingly, is contingent upon participation by the City of Texarkana, Arkansas and Bowie County, Texas.

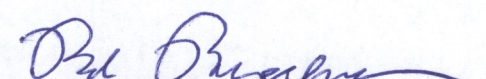
SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 27th day of October, 2014.

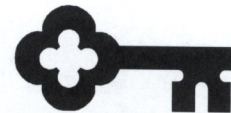
ATTEST:




JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:16 p.m.



Key Government Finance, Inc.
1000 South McCaslin Boulevard
Superior, CO 80027-9456

Tuesday, October 21, 2014

Larry Vaden

City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas
100 North State Lane
Texarkana, Texas 75501

Re: Key Government Finance, Inc.
Property Schedule No. 1

Dear Mr. Vaden:

Enclosed, please find two (2) sets of financing documents for your review and execution. (If these documents were emailed to you, please print out two (2) sets.) Execute both sets and return all of the originals to my attention. **The original sets of the executed documents are required prior to funding your transaction. To expedite the return of these documents, please overnight them to me using Key Government Finance's FedEx account #129905042, and send to:**

KEY GOVERNMENT FINANCE, INC. ATTN: Kim Bush
1000 S. MCCASLIN BLVD, SUPERIOR, CO 80027

Only the person with Signing Authority, listed on the Lessee's Certificate, should execute the documents. For verification of original documents, please execute in blue ink. Upon closing, Key Government Finance will return a fully executed original set for your files.

Please Note: All fully executed documents must be returned no later than November 14, 2014; otherwise, the transaction is subject to re-pricing.

Executed documents required for funding are:

1. Master Tax-Exempt Lease/Purchase Agreement
2. Addendum/Amendment to Master Purchase Agreement
3. Property Schedule No. 1
4. Property Description and Payment Schedule (Exhibit 1)
5. Lessee's Counsel's Opinion (Exhibit 2)
6. Lessee's Certificate (Exhibit 3)
7. Payment of Proceeds Instructions (Exhibit 4)
8. Acceptance Certificate (Exhibit 5)
9. Bank Qualification Certificate (Exhibit 6)
10. Certificate of Insurance – **Required prior to funding.**
11. Notification of Tax Treatment with Tax Exemption Certificate or Letter – **Required for annual state tax audits.**
12. Invoicing Instructions – **Required in order to ensure that invoices are directed to the proper area in your organization.**
13. Escrow Agreement
14. IRS Form 8038-G or 8038-CG

Please contact me at (720) 304-1419 with any questions.

Sincerely,

Kim Bush
Account Manager

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

DOCUMENTATION CHECKLIST

- ☐ **Master Tax-Exempt Lease/Purchase Agreement***
- ☐ **Addendum/Amendment to Master Tax-Exempt Lease/Purchase Agreement – Arkansas ***
- ☐ **Property Schedule 1***
- ☐ **Property Description and Payment Schedule** – Exhibit 1
- ☐ **Lessee's Counsel's Opinion** – Exhibit 2. Exhibit 2 is the standard legal opinion used by Key Government Finance, Inc. This opinion will need to be processed by your attorney on their letterhead. Your attorney will want to review the Lease/Purchase Agreement.
- ☐ **Lessee's Certificate** – Exhibit 3. Please fill in the date of the meeting of the governing body, referenced in section 1. We would also like a copy of those minutes or board resolutions for our files.
- ☐ **Payment of Proceeds Instructions** – Exhibit 4. This is the Vendor payment information.
- ☐ **Acceptance Certificate** – Exhibit 5. ***The date of Acceptance will need to be filled in*** with the date the equipment is installed and accepted.
- ☐ **Bank Qualification Certificate** – Exhibit 6. One of the two boxes *must* be checked off.
- ☐ **Request for Certificate of Insurance** – Please fill out the form and fax it to your insurance company. The Insurance Certificate is required prior to funding.
- ☐ **Notification of Tax Treatment** – Please provide your State of Sales/Use Tax Exemption Certificate
- ☐ **Invoicing Instructions** – The information you provide enables us to invoice you correctly.
- ☐ **Escrow Agreement**
Please keep copies of Exhibit A (Form of Requisition of Costs of Property) and Schedule 1 (Disbursement Schedule). When you are ready to disburse funds from Escrow, you will need to sign and fill in both Exhibit A and Schedule 1. Along with those 2 forms, we will need copies of invoices. Exhibit 5 (Acceptance Certificate) will need to be filled out when the project is complete and it is your final payment request.
- ☐ **IRS Form 8038-G or 8038-GC**
The original form will be required for funding, which we will submit to the IRS on your behalf. Or, you may submit the original completed form to the IRS directly. KGF will require a copy of the completed form and proof of filing prior to funding

*The items above marked with an asterisk require a signature in the presence of a witness/attestor. The attesting of the signature does not require a notary, but the signature of a person present at the time the document is signed.

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Master Tax-Exempt Lease/Purchase Agreement

BETWEEN:	Key Government Finance, Inc. (the "Lessor") 1000 South McCaslin Blvd. Superior, CO 80027
AND:	City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas (each party jointly and severally, the "Lessee") 100 North State Lane Texarkana, Texas 75501 Attention: Larry Vaden Telephone: (903) 798-3000
DATED:	November 1, 2014

ARTICLE I

1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agent" means any agent for the Registered Owners, if any, to which all or a portion of Lessor's right, title and interest in, to and under a Property Schedule and the Property under such Property Schedule may be assigned for the benefit of the Registered Owners of Lease Participation Certificates in such Property Schedule.

"Agreement" means this Master Tax-Exempt Lease/Purchase Agreement, including all exhibits and schedules attached hereto.

"Commencement Date" is the date when the term of a Property Schedule and Lessee's obligation to pay rent thereunder commences, which date shall be set forth in the Property Schedule.

"Event of Nonappropriation" is defined in Section 6.06.

"Event of Default" is defined in Section 13.01.

"Lease Participation Certificates" means certificates evidencing a right to receive a share of Rental Payments payable under a Property Schedule and Purchase Price Payments payable under a Property Schedule and any other rights set forth herein with respect to the Property under said Property Schedule.

"Lease Term" means, with respect to a Property Schedule, the Original Term and all Renewal Terms. The Lease Term for each Property Schedule executed hereunder shall be set forth in such Property Schedule, as provided in Section 4.02.

"Lessee" means jointly and severally, the entities identified as such in the first paragraph hereof, and their permitted successors and assigns. No Lessee entity may assign its interest in or be released from this Agreement without the prior written approval of Lessor, and the written consent of the remaining Lessee entities. All Lessee entities are jointly and severally liable for all terms and obligations under this Agreement.

"Lessor" means the entity identified as such in the first paragraph hereof, and its successors and assigns.

"Original Term" means, with respect to a Property Schedule, the period from the Commencement Date until the end of the budget year of Lessee in effect at the Commencement Date.

"Property" means, collectively, the property leased/purchased pursuant to this Agreement, and with respect to each Property Schedule, the property described in such Property Schedule, and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article IX.

"Property Schedule" means a Property Schedule in the form attached hereto for Property Schedule 1. Subsequent Property Schedules pursuant to this Agreement shall be numbered consecutively, beginning with Property Schedule 2.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor to purchase the Property under a Property Schedule, as provided in Section 11.01 and as set forth in the Property Schedule.

"Registered Owners" means the registered owners of Lease Participation Certificates in a Property Schedule as shown on the registration books maintained by the Agent.

"Renewal Terms" means the renewal terms of a Property Schedule, each having a duration of one year and a term coextensive with Lessee's budget year.

"Rental Payments" means the rental payments payable by Lessee under Article VI of this Agreement and each Property Schedule, as set forth in each Property Schedule.

"Rental Payments Dates" means the rental payments dates for the Rental Payments as set forth in each Property Schedule.

"State" means the state in which Lessee is situated.

"Vendor" means the manufacturer or contractor of the Property as well as the agents or dealers of the manufacturer or contractor from whom Lessor or Lessee purchased or is purchasing all or any portion of the Property.

ARTICLE II

2.01 Property Schedules Separate Financings. Each Property Schedule executed and delivered under this Agreement shall be treated as a separate financing, distinct from other Property Schedules. Without limiting the foregoing, upon the occurrence of an Event of Default or an Event of Nonappropriation with respect to a Property Schedule, Lessor shall have the rights and remedies specified herein with respect to the Property financed and the Rental Payments payable under such Property Schedule, and except as expressly provided in Section 12.02 below, Lessor shall have no rights or remedies with respect to Property financed or Rental Payments payable under any other Property Schedules unless an Event of Default or Event of Nonappropriation has also occurred under such other Property Schedules.

ARTICLE III

3.01 Covenants of Lessee. As of the Commencement Date for each Property Schedule executed and delivered hereunder, Lessee shall be deemed to represent, covenant and warrant for the benefit of Lessor, any Agent, and any Registered Owners, as follows:

- (a) Lessee is a public body corporate and politic duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Property Schedule and the transactions contemplated thereby and to perform all of its obligations thereunder.
- (b) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic. To the extent Lessee should merge with another entity under the laws of the State, Lessee agrees that as a condition to such merger it will require that the remaining or resulting entity shall be assigned Lessee's rights and shall assume Lessee's obligations hereunder.
- (c) Lessee has been duly authorized to execute and deliver this Agreement and the Property Schedule by proper action by its governing body, or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and the Property Schedule, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Property Schedule and the acquisition by Lessee of the Property thereunder. On or before the Commencement Date for the Property Schedule, Lessee shall cause to be executed an opinion of counsel in substantially the form attached to the form of the Property Schedule as Exhibit 2.

Master TELP-Appropriation

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

- (d) During the Lease Term for the Property Schedule, the Property thereunder will perform and will be used by Lessee only for the purpose of performing essential governmental uses and public functions within the permissible scope of Lessee's authority.
- (e) Lessee will provide Lessor with current financial statements, budgets and proof of appropriation for the ensuing budget year and other financial information relating to the ability of Lessee to continue this Agreement and the Property Schedule in such form and containing such information as may be requested by Lessor.
- (f) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), including Sections 103 and 148 thereof, and the regulations of the Treasury Department thereunder, from time to time proposed or in effect, in order to maintain the excludability from gross income for federal income tax purposes of the interest component of Rental Payments under the Property Schedule and will not use or permit the use of the Property in such a manner as to cause a Property Schedule to be a "private activity bond" under Section 141(a) of the Code. Lessee covenants and agrees that it will use the proceeds of the Property Schedule as soon as practicable and with all reasonable dispatch for the purpose for which the Property Schedule has been entered into, and that no part of the proceeds of the Property Schedule shall be invested in any securities, obligations or other investments except for the temporary period pending such use nor used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of the Agreement, would have caused any portion of the Property Schedule to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the regulations of the Treasury Department thereunder proposed or in effect at the time of such use and applicable to obligations issued on the date of issuance of the Property Schedule.
- (g) The execution, delivery and performance of this Agreement and the Property Schedule and compliance with the provisions hereof and thereof by Lessee does not conflict with or result in a violation or breach or constitute a default under, any resolution, bond, agreement, indenture, mortgage, note, lease or other instrument to which Lessee is a party or by which it is bound by any law or any rule, regulation, order or decree of any court, governmental agency or body having jurisdiction over Lessee or any of its activities or properties resulting in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any property or assets of Lessee or to which it is subject.
- (h) Lessee's exact legal name is as set forth on the first page of this Agreement. Lessee will not change its legal name in any respect without giving thirty (30) days prior notice to Lessor.

ARTICLE IV

4.01 Lease of Property. On the Commencement Date of each Property Schedule executed hereunder, Lessor will be deemed to demise, lease and let to Lessee, and Lessee will be deemed to rent, lease and hire from Lessor, the Property described in such Property Schedule, in accordance with this Agreement and such Property Schedule, for the Lease Term set forth in such Property Schedule.

4.02 Lease Term. The term of each Property Schedule shall commence on the Commencement Date set forth therein and shall terminate upon payment of the final Rental Payment set forth in such Property Schedule and the exercise of the Purchase Option described in Section 11.01, unless terminated sooner pursuant to this Agreement or the Property Schedule.

4.03 Delivery, Installation and Acceptance of Property. Lessee shall order the Property, shall cause the Property to be delivered and installed at the locations specified in the applicable Property Schedule and shall pay all taxes, delivery costs and installation costs, if any, in connection therewith. To the extent funds are deposited under an escrow agreement or trust agreement for the acquisition of the Property, such funds shall be disbursed as provided therein. When the Property described in such Property Schedule is delivered, installed and accepted as to Lessee's specifications, Lessee shall immediately accept the Property and evidence said acceptance by executing and delivering to Lessor the Acceptance Certificate substantially in the form attached to the Property Schedule.

ARTICLE V

5.01 Enjoyment of Property. Lessee shall during the Lease Term peaceably and quietly have, hold and enjoy the Property, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Agreement. No Registered Owner shall interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the subject Property Schedule.

5.02 Location; Inspection. The Property will be initially located or based at the location specified in the applicable Property Schedule. Lessor shall have the right at all reasonable times during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Property.

ARTICLE VI

6.01 Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional, statutory or charter limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the faith and credit or taxing power of Lessee. Upon the appropriation of Rental Payments for a fiscal year, the Rental Payments for said fiscal year, and only the Rental Payments for said current fiscal year, shall be a binding obligation of Lessee; provided that such obligation shall not include a pledge of the taxing power of Lessee.

6.02 Payment of Rental Payments. Lessee shall promptly pay Rental Payments under each Property Schedule, exclusively from legally available funds, in lawful money of the United States of America, to Lessor in such amounts and on such dates as described in the applicable Property Schedule, at Lessor's address set forth on the first page of this Agreement, unless Lessor instructs Lessee otherwise. Lessee shall pay Lessor a charge on any delinquent Rental Payments under a Property Schedule in an amount sufficient to cover all additional costs and expenses incurred by Lessor and Agent from such delinquent Rental Payment. In addition, Lessee shall pay a late charge of five cents per dollar or the highest amount permitted by applicable law, whichever is lower, on all delinquent Rental Payments.

6.03 Interest Component. A portion of each Rental Payment due under each Property Schedule is paid as, and represents payment of, interest, and each Property Schedule hereunder shall set forth the interest component (or method of computation thereof) of each Rental Payment thereunder during the Lease Term.

6.04 Rental Payments to be Unconditional. SUBJECT TO SECTION 6.06, THE OBLIGATIONS OF LESSEE TO PAY THE RENTAL PAYMENTS DUE UNDER THE PROPERTY SCHEDULES AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED HEREIN SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, MALFUNCTIONS, BREAKDOWNS OR INFIRMITIES IN THE PROPERTY OR ANY ACCIDENT, CONDEMNATION OR UNFORESEEN CIRCUMSTANCES. THIS PROVISION SHALL NOT LIMIT LESSEE'S RIGHTS OR ACTIONS AGAINST ANY VENDOR AS PROVIDED IN SECTION 10.02.

6.05 Continuation of Lease by Lessee. Lessee intends to continue all Property Schedules entered into pursuant to this Agreement and to pay the Rental Payments thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the term of all Property Schedules can be obtained. Lessee agrees that its staff will provide during the budgeting process for each budget year to the governing body of Lessee notification of any Rental Payments due under the Property Schedules during the following budget year. Notwithstanding this covenant, if Lessee fails to appropriate the Rental Payments for a Property Schedule pursuant to Section 6.06, such Property Schedule shall terminate. Although Lessee has made this covenant, in the event that it fails to provide such notice, no remedy is provided and Lessee shall not be liable for any damages for its failure to so comply.

6.06 Non-Appropriation. If sufficient funds are not appropriated to make Rental Payments required under a Property Schedule, such Property Schedule shall terminate and Lessee shall not be obligated to make Rental Payments under said Property Schedule beyond the then current fiscal year for which funds have been appropriated. Upon the occurrence of such nonappropriation (an "Event of Nonappropriation") Lessee shall, no later than the end of the fiscal year for which Rental Payments have been appropriated, deliver possession of the Property under said Property Schedule to Lessor. If Lessee fails to deliver possession of the Property to Lessor upon termination of said Property Schedule by reason of an Event of Nonappropriation, the termination shall nevertheless be effective but Lessee shall be responsible for the payment of damages in an amount equal to the portion of Rental Payments thereafter coming due that is attributable to the number of days after the termination during which the Lessee fails to deliver possession and for any other loss suffered by Lessor as a result of Lessee's failure to deliver possession as required. In addition, Lessor may, by written instructions to the Agent or to any other escrow agent who is holding proceeds of the Property Schedule, instruct the Agent or such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to Lessee's obligations under the Property Schedule and this Agreement. Lessee shall notify Lessor in writing within seven (7) days after the failure of the Lessee to appropriate funds sufficient for the payment of the Rental Payments, but failure to provide such notice shall not operate to extend the Lease Term or result in any liability to Lessee.

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6.07 Defeasance of Rental Payments. Lessee may at any time irrevocably deposit in escrow with a defeasance escrow agent for the purpose of paying all of the principal component and interest component accruing under a Property Schedule, a sum of cash and non-callable securities consisting of direct obligations of, or obligations bearing interest at such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose. Upon such defeasance, all right, title and interest of Lessor in the Property under said Property Schedule shall terminate. Lessee shall cause such investment to comply with the requirements of federal tax law so that the exclusion from gross income of the interest component of Rental Payments on said Property Schedule is not adversely affected.

ARTICLE VII

7.01 Title to the Property. Upon acceptance of the Property by Lessee and unless otherwise required by the laws of the State, title to the Property shall vest in Lessee, subject to Lessor's interests under the applicable Property Schedule and this Agreement.

7.02 Personal Property. The Property is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Property or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. If requested by Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Property from any party having an interest in any such real estate or building.

7.03 Security Interest. To secure the performance of all of Lessee's obligations under this Agreement, including without limitation all Property Schedules now existing or hereafter executed, Lessee grants to Lessor, for the benefit of Lessor and its successors and assigns, a security interest constituting a first lien on Lessee's interest in all of the Property, whether now owned or hereafter acquired, all additions, attachments, alterations and accessions to the Property, all substitutions and replacements for the Property, and on any proceeds of any of the foregoing, including insurance proceeds. Lessee shall execute any additional documents, including financing statements, affidavits, notices and similar instruments, in form and substance satisfactory to Lessor, which Lessor deems necessary or appropriate to establish, maintain and perfect a security interest in the Property in favor of Lessor and its successors and assigns. Lessee hereby authorizes Lessor to file all financing statements which Lessor deems necessary or appropriate to establish, maintain and perfect such security interest.

7.04 Substitution. Lessee may substitute for all or any portion of the Property under a Property Schedule personal property of approximately equal or greater market value and with an equal or greater useful life. In the event of any such substitution, Lessee shall deliver to Lessor a certification that the personal property proposed to be substituted has approximately equal or greater market value and an equal or greater useful life as the portion of the Property being substituted for, together with an opinion of counsel acceptable to Lessor to the effect that the proposed substitution will not adversely affect the exemption of the interest components of Rental Payments under the Property Schedule from federal income taxation. Lessee shall be responsible for all costs and expenses of Lessor, including counsel fees, for any such substitution. Lessee shall cause all financing statements, fixture filings, certificates of title, affidavits, notices and similar instruments, to be made or filed in a timely manner to secure and perfect the security interest of Lessor in the substituted property.

ARTICLE VIII

8.01 Maintenance of Property by Lessee. Lessee shall keep and maintain the Property in good condition and working order and in compliance with the manufacturer's specifications, shall use, operate and maintain the Property in conformity with all laws and regulations concerning the Property's ownership, possession, use and maintenance, and shall keep the Property free and clear of all liens and claims, other than those created by this Agreement. Lessee shall have sole responsibility to maintain and repair the Property. Should Lessee fail to maintain, preserve and keep the Property in good repair and working order and in accordance with manufacturer's specifications, and if requested by Lessor, Lessee will enter into maintenance contracts for the Property in form approved by Lessor and with approved providers.

8.02 Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Property free of all levies, liens and encumbrances, except for the interest of Lessor under this Agreement. The parties to this Agreement contemplate that the Property will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Property will be exempt from all property taxes. The Rental Payments payable by Lessee under this Agreement and the Property Schedules hereunder have been established to reflect the savings resulting from this exemption from taxation. Lessee will take such actions necessary under applicable law to obtain said exemption. Nevertheless, if the use, possession or acquisition of the Property is determined to be subject to taxation or later becomes subject to such taxes, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to the Property. Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Property. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the then current fiscal year of the Lease Term for such Property.

8.03 Insurance. At its own expense, Lessee shall maintain (a) casualty insurance insuring the Property against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount equal to at least the outstanding principal component of Rental Payments, and (b) liability insurance that protects Lessor from liability in all events in an amount reasonably acceptable to Lessor, and (c) worker's compensation insurance covering all employees working on, in, near or about the Property; provided that Lessee may self-insure against all such risks. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Agreement. All such insurance shall be with insurers that are authorized to issue such insurance in the State. All such liability insurance shall name Lessor as an additional insured. All such casualty insurance shall contain a provision making any losses payable to Lessor and Lessee as their respective interests may appear. All such insurance shall contain a provision to the effect that such insurance shall not be canceled or modified without first giving written notice thereof to Lessor and Lessee at least thirty (30) days in advance of such cancellation or modification. Such changes shall not become effective without Lessor's prior written consent. Lessee shall furnish to Lessor, on or before the Commencement Date for each Property Schedule, and thereafter at Lessor's request, certificates evidencing such coverage, or, if Lessee self-insures, a written description of its self-insurance program together with a certification from Lessee's risk manager or insurance agent or consultant to the effect that Lessee's self-insurance program provides adequate coverage against the risks listed above.

8.04 Advances. In the event Lessee shall fail to either maintain the insurance required by this Agreement or keep the Property in good repair and working order, Lessor may, but shall be under no obligation to, purchase the required insurance and pay the cost of the premiums thereof or maintain and repair the Property and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term for the Property Schedule for which the Property is under and shall be due and payable on the next Rental Payment Date and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the date such amounts are advanced until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE IX

9.01 Damage or Destruction. If (a) the Property under a Property Schedule or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Property under a Property Schedule or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessor and Lessee will cause the Net Proceeds (as hereinafter defined) of any insurance claim, condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Property, unless Lessee shall have exercised its right to defease the Property Schedule as provided herein, or unless Lessee shall have exercised its option to purchase Lessor's interest in the Property if the Property Schedule so provides. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee. For purposes of Section 14.02(b) and this Article IX, the term "Net Proceeds" shall mean the amount remaining from the gross proceeds of any insurance claim, condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

9.02 Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 9.01, Lessee shall (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds and, if Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Section 6.02, or (b) defease the Property Schedule pursuant to Section 6.07, or (c) exercise its option to purchase Lessor's interest in the Property pursuant to the optional purchase provisions of the Property Schedule, if any. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after such defeasance or purchase may be retained by Lessee.

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ARTICLE X

10.01 Disclaimer of Warranties. LESSOR MAKES NO (AND SHALL NOT BE DEEMED TO HAVE MADE ANY) WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, OPERATION OR CONDITION OF, OR THE QUALITY OF THE MATERIAL, EQUIPMENT OR WORKMANSHIP IN, THE PROPERTY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE STATE OF TITLE THERETO OR ANY COMPONENT THEREOF, THE ABSENCE OF LATENT OR OTHER DEFECTS (WHETHER OR NOT DISCOVERABLE), AND LESSOR HEREBY DISCLAIMS THE SAME; IT BEING UNDERSTOOD THAT THE PROPERTY IS LEASED TO LESSEE "AS IS" ON THE DATE OF THIS AGREEMENT OR THE DATE OF DELIVERY, WHICHEVER IS LATER, AND ALL SUCH RISKS, IF ANY, ARE TO BE BORNE BY LESSEE. Lessee acknowledges that it has made (or will make) the selection of the Property from the Vendor based on its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. Lessee understands and agrees that (a) neither the Vendor nor any sales representative or other agent of Vendor, is (i) an agent of Lessor, or (ii) authorized to make or alter any term or condition of this Agreement, and (b) no such waiver or alteration shall vary the terms of this Agreement unless expressly set forth herein. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, the Property Schedules, or the existence, furnishing, functioning or use of any item, product or service provided for in this Agreement or the Property Schedules.

10.02 Vendor's Warranties. Lessor hereby irrevocably assigns to Lessee all rights that Lessor may have to assert from time to time whatever claims and rights (including without limitation warranties) related to the Property against the Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against the Vendor of the Property, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties of the Vendor of the Property.

10.03 Use of the Property. Lessee will not install, use, operate or maintain the Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement and the applicable Property Schedule. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Property. In addition, Lessee agrees to comply in all respects with all laws of the jurisdiction in which its operations involving any item of Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Property; provided that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Property or its interest or rights under this Agreement. Lessee shall promptly notify Lessor in writing of any pending or threatened investigation, inquiry, claim or action by any governmental authority which could adversely affect this Agreement, any Property Schedule or the Property thereunder.

10.04 Modifications. Subject to the provisions of this Section, Lessee shall have the right, at its own expense, to make alterations, additions, modifications or improvements to the Property. All such alterations, additions, modifications and improvements shall thereafter comprise part of the Property and shall be subject to the provisions of this Agreement. Such alterations, additions, modifications and improvements shall not in any way damage the Property, substantially alter its nature or cause it to be used for purposes other than those authorized under the provisions of state and federal law; and the Property, on completion of any alterations, additions, modifications or improvements made pursuant to this Section, shall be of a value which is equal to or greater than the value of the Property immediately prior to the making of such alterations, additions, modifications and improvements. Lessee shall, at its own expense, make such alterations, additions, modifications and improvements to the Property as may be required from time to time by applicable law or by any governmental authority.

ARTICLE XI

11.01 Option to Purchase. Lessee shall have the option to purchase Lessor's entire interest in all of the Property subject to a Property Schedule and to terminate any restrictions herein on the Property under such Property Schedule on the last day of the Lease Term for a Property Schedule, if the Property Schedule is still in effect on such day, upon payment in full of the Rental Payments due thereunder plus payment of One (1) Dollar to Lessor. Lessee shall give written notice to Lessor of its intent to purchase Lessor's interest in the Property at least sixty (60) days prior to the last day of the Lease Term for applicable Property Schedule. Upon exercise of the purchase option as set forth in this Section 11.01 and payment of the purchase price under the applicable Property Schedule, and performance by Lessee of all other terms, conditions and provisions hereof, Lessor shall deliver to Lessee all such documents and instruments as Lessee may reasonably require to evidence the transfer, without warranty by or recourse to Lessor, of all of Lessor's right, title and interest in and to the Property subject to such Property Schedule to Lessee.

11.02 Option to Prepay. Lessee shall have the option to prepay the Rental Payments due under a Property Schedule, but only if the Property Schedule so provides, and on the terms set forth in the Property Schedule.

ARTICLE XII

12.01 Assignment by Lessor. Lessor's right, title and interest in, to and under each Property Schedule and the Property under such Property Schedule may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor and, to the extent of their interest, by any Registered Owner, without the necessity of obtaining the consent of Lessee; provided that (i) any assignment, other than an assignment to or by a Registered Owner, shall not be effective until Lessee has received written notice, signed by the assignor, of the name, address and tax identification number of the assignee, and (ii) any assignment to or by a Registered Owner shall not be effective until it is registered on the registration books kept by the Agent. Lessee shall retain all such notices as a register of all assignees (other than Registered Owners) and shall make all payments to the assignee or assignees designated in such register or, in the case of Registered Owners, to the Agent. In the event that Lessor's interest in a Property Schedule and the Property thereunder is assigned to the Agent, Lease Participation Certificates in that Property Schedule may be executed and delivered by the Agent to Registered Owners. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interests in this Agreement and the Property Schedules.

12.02 Property Schedules Separate Financings. Assignees of the Lessor's rights in one Property Schedule shall have no rights in any other Property Schedule unless such rights have been separately assigned. Lessor may collectively assign two or more Property Schedules with the same Commencement Date to the Agent for the purpose of causing the execution and delivery of Lease Participation Certificates in the Property Schedules with the same Commencement Date. Such assignment shall occur on such Commencement Date and upon such assignment all Property Schedules so assigned shall be treated as a single financing and a single Property Schedule with respect to rights and remedies upon the occurrence of an Event of Default or an Event of Nonappropriation under this Agreement. Registered Owners rights with respect to the Property Schedules shall be determined as provided in the escrow agreement or trust agreement relating to such Lease Participation Certificates.

12.03 Assignment and Subleasing by Lessee. NONE OF LESSEE'S RIGHT, TITLE AND INTEREST IN, TO AND UNDER THIS AGREEMENT AND IN THE PROPERTY MAY BE ASSIGNED, SUBLEASED OR ENCUMBERED BY LESSEE FOR ANY REASON, WITHOUT THE PRIOR WRITTEN CONSENT OF LESSOR AND THE REMAINING LESSEE ENTITIES.

12.04 Release and Indemnification Covenants. To the extent permitted by applicable law, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties and interest (collectively, "Losses") arising out of or resulting from the entering into this Agreement, any Property Schedules hereunder, the ownership of any item of the Property, the loss of federal tax exemption of the interest on any of the Property Schedules, the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Property or any accident in connection with the operation, use, condition, possession, storage or return of any item of the Property resulting in damage to property or injury to or death to any person; provided, however, that Lessee shall not be required to indemnify Lessor for Losses arising out of or resulting from Lessor's own willful or negligent conduct, or for Losses arising out of or resulting from Lessor's preparation of disclosure material relating to Lease Participation Certificates (other than disclosure material provided to Lessor by Lessee). The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement, or the applicable Property Schedule, or the termination of the Lease Term for such Property Schedule for any reason.

ARTICLE XIII

13.01 Events of Default Defined. Any of the following shall constitute an "Event of Default" under a Property Schedule:

- (a) Failure by Lessee to pay any Rental Payment under the Property Schedule or other payment required to be paid with respect thereto at the time specified therein;
- (b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed with respect to the Property Schedule, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure

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stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

- (c) Any statement, representation or warranty made by Lessee in or pursuant to the Property Schedule or its execution, delivery or performance shall prove to have been false, incorrect, misleading or breached in any material respect on the date when made;
- (d) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or
- (e) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 60 consecutive days.

The foregoing provisions of Section 13.01 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to perform its agreements under this Agreement and the Property Schedule (other than the obligations on the part of Lessee contained in Article VI hereof) Lessee shall not be in default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee.

13.02 Remedies on Default. Whenever any Event of Default exists with respect to a Property Schedule, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

- (a) Without terminating the Property Schedule, and by written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee thereunder to the end of the then-current budget year of Lessee to be due, including without limitation delinquent Rental Payments under the Property Schedule from prior budget years, and such amounts shall thereafter bear interest at the rate of 12% per annum or the maximum rate permitted by applicable law, whichever is less;
- (b) Lessor may terminate the Property Schedule, may enter the premises where the Property subject to the Property Schedule is located and retake possession of the Property, or require Lessee, at Lessee's expense, to promptly return any or all of the Property to the possession of Lessor at such place within the United States as Lessor shall specify, and Lessor may thereafter dispose of the Property in accordance with Article 9 of the Uniform Commercial Code in effect in the State; provided, however, that any proceeds from the disposition of the property in excess of the sum required to (i) defease the Property Schedule pursuant to Section 6.07, (ii) pay any other amounts then due under the Property Schedule, and (iii) pay Lessor's costs and expenses associated with the disposition of the Property (including attorneys fees), shall be paid to Lessee or such other creditor of Lessee as may be entitled thereto;
- (c) By written notice to the Agent, if any, Lessor may instruct the Agent to apply all sums held by the Agent in any accounts relating to the Property Schedule under the applicable escrow or trust agreement as provided in the applicable escrow or trust agreement.
- (d) By written notice to any escrow agent (other than the Agent) who is holding proceeds of the Property Schedule, Lessor may instruct such escrow agent to release all such proceeds and any earnings thereon to Lessor, such sums to be credited to payment of Lessee's obligations under the Property Schedule;
- (e) Lessor may take any action, at law or in equity, that is permitted by applicable law and that may appear necessary or desirable to enforce or to protect any of its rights under the Property Schedule and this Agreement.

13.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice, other than such notice as may be required in this Article.

13.04 Costs and Attorney Fees. Upon the occurrence of an Event of Default by Lessee in the performance of any term of this Agreement, Lessee agrees to pay to Lessor or reimburse Lessor for, in addition to all other amounts due hereunder, all of Lessor's costs of collection, including reasonable attorney fees, whether or not suit or action is filed thereon. Any such costs shall be immediately due and payable upon written notice and demand given to Lessee, shall be secured by this Agreement until paid and shall bear interest at the rate of 12% per annum or the maximum amount permitted by law, whichever is less. In the event suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorneys' fees at trial or on appeal of such suit or action or in any bankruptcy proceeding, in addition to all other sums provided by law.

ARTICLE XIV

14.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by certified mail, postage prepaid, to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party), to any assignee (other than a Registered Owner) at its address as it appears on the registration books maintained by Lessee and to any Registered Owner at its address as it appears on the registration books maintained by the Agent.

14.02 Certification as to Arbitrage. Unless a separate Certificate as to Arbitrage is delivered on the Commencement Date, Lessee shall be deemed to make the following representations and covenants as of the Commencement Date for each Property Schedule:

- (a) The estimated total costs, including taxes, freight, installation, cost of issuance, of the Property under the Property Schedule will not be less than the total principal amount of the Rental Payments.
- (b) The Property under the Property Schedule has been ordered or is expected to be ordered within six months and the Property is expected to be delivered and installed, and the Vendor fully paid, within one year from the Commencement Date. Lessee will pursue the completion of the Property and the expenditure of the net proceeds of the Property Schedule with due diligence.
- (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments under the Property Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments under the Property Schedule.
- (d) The Property under the Property Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments under the Property Schedule.
- (e) There are no other obligations of Lessee which (i) are being sold within 15 days of the Commencement Date of the Property Schedule; (ii) are being sold pursuant to the same plan of financing as the Property Schedule; and (iii) are expected to be paid from substantially the same source of funds.
- (f) The officer or official who has executed the Property Schedule on Lessee's behalf is familiar with Lessee's expectations regarding the use and expenditure of the proceeds of the Property Schedule. To the best of Lessee's knowledge, information and belief, the facts and estimates set forth herein are accurate and the expectations of Lessee set forth herein are reasonable.

14.03 Further Assurances. Lessee agrees to execute such other and further documents, including, without limitation, confirmatory financing statements, continuation statements, certificates of title and the like, and to take all such action as may be necessary or appropriate, from time to time, in the reasonable opinion of Lessor, to perfect, confirm, establish, reestablish, continue, or complete the interests of Lessor in this Agreement and the Property Schedules, to consummate the transactions contemplated hereby and thereby, and to carry out the purposes and intentions of this Agreement and the Property Schedules.

14.04 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

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

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

14.07 Amendments, Changes and Modifications. This Agreement may be amended in writing by Lessor and each Lessee entity to the extent the amendment or modification does not apply to outstanding Property Schedules at the time of such amendment or modification. The consent of the applicable assignee or Agent, if any, shall be required to any amendment or modification before such amendment or modification shall be applicable to any outstanding Property Schedule.

14.08 Execution in Counterparts. This Agreement and the Property Schedules hereunder may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State.

14.10 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

14.11 More Than One Lessee. The rights and obligations of Lessee are joint and several. Each reference to the term "Lessee" shall be deemed to refer to each of City of Texarkana, Texas, and City of Texarkana, Arkansas, and Bowie County, Texas; each representation and warranty made by Lessee shall be deemed to have been made by each such party; and each covenant and undertaking on the part of Lessee shall be deemed individually applicable with respect to each such party; and each event constituting a Default under this Lease shall be determined with respect to each such party. A separate action or actions may be brought and prosecuted against any such party whether an action is brought against any other party or whether any other party is joined in any such actions or actions. Each such party waives any right to required Lessor to: (i) proceed against any other party; (ii) proceed against or exhaust any security held from any other party; or (iii) pursue any other remedy in Lessor's power whatsoever. Notices hereunder required to be provided to Lessee shall be effective if provided to any such party. Any consent on the part of Lessee hereunder shall be effective when provided by any such party and Lessor shall be entitled to rely upon any notice or consent given by any such party as being notice or consent given by Lessee hereunder.

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

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

Lessee: City of Texarkana, Texas
By: <i>John A. Whitson</i> ICMA-CM
Name: JOHN A. WHITSON
Title: CITY MANAGER

Lessee: Bowie County, Texas
By:
Name:
Title:

Attest By: <i>Jennifer Evans</i>
Name: JENNIFER EVANS
Title: CITY SECRETARY

Attest By:
Name:
Title:

Lessee: City of Texarkana, Arkansas
By: <i>Harold E. Boldt</i>
Name: Harold Boldt
Title: City Manager

Attest By: <i>Heather Soyars</i>
Name: Heather Soyars
Title: City Clerk

Addendum to Master Tax-Exempt Lease Purchase Agreement

Arkansas Counties and Municipalities

THIS **ADDENDUM**, which is entered into as of November 1, 2014 between Key Government Finance, Inc. ("Lessor") and City of Texarkana, Arkansas ("Lessee"), is intended to modify and supplement Property Schedule No. 1 (the "Property Schedule") to the Master Tax-Exempt Lease Purchase Agreement between Lessor and Lessee dated November 1, 2014 (the "Master Agreement"). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Master Agreement.

1. With respect to the Lessee only, the Master Agreement is hereby modified by adding the following representation, warranty and covenant:

As of the Commencement Date for the Property Schedule, the aggregate principal amount of outstanding short-term financing obligations incurred by the Lessee pursuant to Amendment 78 to the Constitution of the State of Arkansas, including the Property Schedule, does not and shall not exceed five percent (5%) of the assessed value of taxable property located within the municipality, as determined by the last tax assessment completed before the Commencement Date. [[Attach computation of test.]]

IN WITNESS WHEREOF, Lessor and Lessee have caused this Addendum to be executed in their names by their duly authorized representatives as of the date first above written.

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

Lessee: City of Texarkana, Arkansas
By: <i>Harold E Boldt</i>
Name: <i>Harold Boldt</i>
Title: <i>City Manager</i>

Attest By: <i>[Signature]</i>
Name: <i>Heather Soyars</i>
Title: <i>City Clerk</i>

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Property Schedule No. 1

Master Tax-Exempt Lease/Purchase Agreement

This **Property Schedule No. 1** is entered into as of the Commencement Date set forth below, pursuant to that certain Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), dated as of November 1, 2014, between Key Government Finance, Inc., and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

1. Interpretation. The terms and conditions of the Master Agreement are incorporated herein by reference as if fully set forth herein. Reference is made to the Master Agreement for all representations, covenants and warranties made by Lessee in the execution of this Property Schedule, unless specifically set forth herein. In the event of a conflict between the provisions of the Master Agreement and the provisions of this Property Schedule, the provisions of this Property Schedule shall control. All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement.
2. Commencement Date. The Commencement Date for this Property Schedule is November 1, 2014.
3. Property Description and Payment Schedule. The Property subject to this Property Schedule is described in Exhibit A hereto. Lessee shall not remove such property from the locations set forth therein without giving prior written notice to Lessor. The Rental Payment Schedule for this Property Schedule is set forth in Exhibit 1.
4. Opinion. The Opinion of Lessee's Counsel is attached as Exhibit 2.
5. Lessee's Certificate. The Lessee's Certificate is attached as Exhibit 3.
6. Payment of Proceeds. Lessor shall disburse the proceeds of this Property Schedule in accordance with the instructions attached hereto as Exhibit 4.
7. Acceptance Certificate. The form of Acceptance Certificate is attached as Exhibit 5.
8. Additional Purchase Option Provisions. In addition to the Purchase Option provisions set forth in the Master Agreement, Rental Payments payable under this Property Schedule shall be subject to prepayment as follows: See termination amount in Exhibit 1 (Payment Schedule), subject to per diem adjustment.
9. Bank Qualification Certificate. Attached as Exhibit 6. One of the two boxes *must* be checked off.
10. Expiration. Lessor, at its sole determination, may choose not to accept this Property Schedule if the fully executed, original Agreement (including this Property Schedule and all ancillary documents) are not received by Lessor at its place of business by November 14, 2014.
11. Effective Interest Rate. 3.663%.

See next page for signatures.

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

IN WITNESS WHEREOF, Lessor and Lessee have caused this Property Schedule to be executed in their names by their duly authorized representatives as of the Commencement Date above.

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

Lessee: City of Texarkana, Texas
By: <i>John A. Whitson</i>
Name: JOHN A WHITSON ICMA-MC
Title: CITY MANAGER

Lessee: Bowie County, Texas
By:
Name:
Title:

Attest By: <i>Jennifer Evans</i>
Name: JENNIFER EVANS
Title: City Secretary

Attest By:
Name:
Title:

Lessee: City of Texarkana, Arkansas
By: <i>Harold E. Boldt</i>
Name: Harold Boldt
Title: City Manager

Attest By: <i>Heather Soyars</i>
Name: Heather Soyars
Title: City Clerk

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 1

Property Description and Payment Schedule

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

The Property is as follows: The Property as more fully described in Exhibit A incorporated herein by reference and attached hereto.

EQUIPMENT LOCATION: 100 North State Lane, Texarkana, Texas 75501

USE: Boiler Replacement - This use is essential to the proper, efficient and economic functioning of Lessee or to the services that Lessee provides; and Lessee has immediate need for and expects to make immediate use of substantially all of the Property, which need is not temporary or expected to diminish in the foreseeable future.

Rental Payment Schedule

If the Due Dates are not defined in this Rental Payment Schedule, they shall be defined as the 1st day of each monthly period of this Rental Payment Schedule commencing with the Acceptance Date.

Total Principal Amount: \$315,589.00.

Payment No.	Due Date	Rental Payment	Principal	Interest	Termination Amount
1	1-Jan-2015	4,264.88	3,321.97	942.91	322,603.35
2	1-Feb-2015	4,264.88	3,331.87	933.01	319,171.53
3	1-Mar-2015	4,264.88	3,341.79	923.09	315,729.48
4	1-Apr-2015	4,264.88	3,351.75	913.13	312,277.18
5	1-May-2015	4,264.88	3,361.73	903.15	308,814.60
6	1-Jun-2015	4,264.88	3,371.75	893.13	305,341.70
7	1-Jul-2015	4,264.88	3,381.79	883.09	301,858.46
8	1-Aug-2015	4,264.88	3,391.86	873.02	298,364.84
9	1-Sep-2015	4,264.88	3,401.97	862.91	294,860.81
10	1-Oct-2015	4,264.88	3,412.10	852.78	291,346.34
11	1-Nov-2015	4,264.88	3,422.27	842.61	287,821.41
12	1-Dec-2015	4,264.88	3,432.46	832.42	284,285.97
13	1-Jan-2016	4,264.88	3,442.69	822.19	280,740.01
14	1-Feb-2016	4,264.88	3,452.94	811.94	277,183.48
15	1-Mar-2016	4,264.88	3,463.23	801.65	273,616.35
16	1-Apr-2016	4,264.88	3,473.54	791.34	270,038.60
17	1-May-2016	4,264.88	3,483.89	780.99	266,450.19
18	1-Jun-2016	4,264.88	3,494.27	770.61	262,851.10
19	1-Jul-2016	4,264.88	3,504.68	760.20	259,241.28
20	1-Aug-2016	4,264.88	3,515.12	749.76	255,620.70
21	1-Sep-2016	4,264.88	3,525.59	739.29	251,989.35
22	1-Oct-2016	4,264.88	3,536.09	728.79	248,347.17
23	1-Nov-2016	4,264.88	3,546.63	718.25	244,694.15
24	1-Dec-2016	4,264.88	3,557.19	707.69	241,030.24
25	1-Jan-2017	4,264.88	3,567.79	697.09	237,355.42
26	1-Feb-2017	4,264.88	3,578.42	686.46	233,669.65
27	1-Mar-2017	4,264.88	3,589.08	675.80	229,972.90
28	1-Apr-2017	4,264.88	3,599.77	665.11	226,265.14
29	1-May-2017	4,264.88	3,610.49	654.39	222,546.34
30	1-Jun-2017	4,264.88	3,621.25	643.63	218,816.45
31	1-Jul-2017	4,264.88	3,632.03	632.85	215,075.46
32	1-Aug-2017	4,264.88	3,642.85	622.03	211,323.32
33	1-Sep-2017	4,264.88	3,653.70	611.18	207,560.01
34	1-Oct-2017	4,264.88	3,664.59	600.29	203,785.48
35	1-Nov-2017	4,264.88	3,675.50	589.38	199,999.71
36	1-Dec-2017	4,264.88	3,686.45	578.43	196,202.66

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Payment No.	Due Date	Rental Payment	Principal	Interest	Termination Amount
37	1-Jan-2018	4,264.88	3,697.44	567.44	192,394.31
38	1-Feb-2018	4,264.88	3,708.45	556.43	188,574.60
39	1-Mar-2018	4,264.88	3,719.50	545.38	184,743.52
40	1-Apr-2018	4,264.88	3,730.58	534.30	180,901.03
41	1-May-2018	4,264.88	3,741.69	523.19	177,047.09
42	1-Jun-2018	4,264.88	3,752.84	512.04	173,181.67
43	1-Jul-2018	4,264.88	3,764.01	500.87	169,304.73
44	1-Aug-2018	4,264.88	3,775.23	489.65	165,416.25
45	1-Sep-2018	4,264.88	3,786.47	478.41	161,516.18
46	1-Oct-2018	4,264.88	3,797.75	467.13	157,604.49
47	1-Nov-2018	4,264.88	3,809.07	455.81	153,681.16
48	1-Dec-2018	4,264.88	3,820.41	444.47	149,746.13
49	1-Jan-2019	4,264.88	3,831.79	433.09	145,799.38
50	1-Feb-2019	4,264.88	3,843.21	421.67	141,840.88
51	1-Mar-2019	4,264.88	3,854.66	410.22	137,870.58
52	1-Apr-2019	4,264.88	3,866.14	398.74	133,888.46
53	1-May-2019	4,264.88	3,877.66	387.22	129,894.47
54	1-Jun-2019	4,264.88	3,889.21	375.67	125,888.59
55	1-Jul-2019	4,264.88	3,900.79	364.09	121,870.77
56	1-Aug-2019	4,264.88	3,912.41	352.47	117,840.99
57	1-Sep-2019	4,264.88	3,924.07	340.81	113,799.20
58	1-Oct-2019	4,264.88	3,935.76	329.12	109,745.37
59	1-Nov-2019	4,264.88	3,947.48	317.40	105,679.46
60	1-Dec-2019	4,264.88	3,959.24	305.64	101,601.44
61	1-Jan-2020	4,264.88	3,971.03	293.85	97,511.28
62	1-Feb-2020	4,264.88	3,982.86	282.02	93,408.93
63	1-Mar-2020	4,264.88	3,994.73	270.15	89,294.36
64	1-Apr-2020	4,264.88	4,006.63	258.25	85,167.53
65	1-May-2020	4,264.88	4,018.56	246.32	81,028.41
66	1-Jun-2020	4,264.88	4,030.53	234.35	76,876.96
67	1-Jul-2020	4,264.88	4,042.54	222.34	72,713.14
68	1-Aug-2020	4,264.88	4,054.58	210.30	68,536.92
69	1-Sep-2020	4,264.88	4,066.66	198.22	64,348.26
70	1-Oct-2020	4,264.88	4,078.78	186.10	60,147.12
71	1-Nov-2020	4,264.88	4,090.93	173.95	55,933.46
72	1-Dec-2020	4,264.88	4,103.11	161.77	51,707.26
73	1-Jan-2021	4,264.88	4,115.34	149.54	47,468.46
74	1-Feb-2021	4,264.88	4,127.59	137.29	43,217.04
75	1-Mar-2021	4,264.88	4,139.89	124.99	38,952.95
76	1-Apr-2021	4,264.88	4,152.22	112.66	34,676.16
77	1-May-2021	4,264.88	4,164.59	100.29	30,386.63
78	1-Jun-2021	4,264.88	4,177.00	87.88	26,084.33
79	1-Jul-2021	4,264.88	4,189.44	75.44	21,769.20
80	1-Aug-2021	4,264.88	4,201.92	62.96	17,441.22
81	1-Sep-2021	4,264.88	4,214.44	50.44	13,100.35
82	1-Oct-2021	4,264.88	4,226.99	37.89	8,746.55
83	1-Nov-2021	4,264.88	4,239.58	25.30	4,379.78
84	1-Dec-2021	4,264.88	4,252.21	12.67	0.00

See next page for signatures.

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

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

Lessee: City of Texarkana, Texas
By: <i>John A. Whitson</i>
Name: JOHN A WHITSON ICMA-CM
Title: CITY MANAGER

Lessee: Bowie County, Texas
By:
Name:
Title:

Attest By: <i>Jennifer Evans</i>
Name: JENNIFER EVANS
Title: City Secretary

Attest By:
Name:
Title:

Lessee: City of Texarkana, Arkansas
By: <i>Harold C Boldt</i>
Name: Harold Boldt
Title: City Manager

Attest By: <i>Heather Sayers</i>
Name: Heather Sayers
Title: City Clerk

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

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EXHIBIT AProperty Description

Equipment as described in AireOne Services Budget Pricing; Boiler Replacement Letter, dated August 12, 2014, item (B) (inserted below), referred to and incorporated herein by this reference.

(B) RBI; Model No: FB1950 up to 85% thermal efficiency

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

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EXHIBIT 2**Lessee's Counsel's Opinion**

[To be provided on letterhead of Lessee's counsel.]

[Address to Lessor and Lessee]

RE: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

Ladies and Gentlemen:

We have acted as special counsel to City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas ("Lessee"), in connection with the Master Tax-Exempt Lease/Purchase Agreement, dated as of November 1, 2014 (the "Master Agreement"), between City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas, as lessee, and Key Government Finance, Inc. as lessor ("Lessor"), and the execution of Property Schedule No. 1 (the "Property Schedule") pursuant to the Master Agreement. We have examined the law and such certified proceedings and other papers as we deem necessary to render this opinion.

All capitalized terms not otherwise defined herein shall have the meanings provided in the Master Agreement and Property Schedule.

As to questions of fact material to our opinion, we have relied upon the representations of Lessee in the Master Agreement and the Property Schedule and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation.

Based upon the foregoing, we are of the opinion that, under existing law:

1. Lessee is a public body corporate and politic, duly organized and existing under the laws of the State, and has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) the police power.
2. Lessee has all requisite power and authority to enter into the Master Agreement and the Property Schedule and to perform its obligations thereunder.
3. The execution, delivery and performance of the Master Agreement and the Property Schedule by Lessee has been duly authorized by all necessary action on the part of Lessee.
4. All proceedings of Lessee and its governing body relating to the authorization and approval of the Master Agreement and the Property Schedule, the execution thereof and the transactions contemplated thereby have been conducted in accordance with all applicable open meeting laws and all other applicable state and federal laws.
5. Lessee has acquired or has arranged for the acquisition of the Property subject to the Property Schedule, and has entered into the Master Agreement and the Property Schedule, in compliance with all applicable public bidding laws.
6. Lessee has obtained all consents and approvals of other governmental authorities or agencies which may be required for the execution, delivery and performance by Lessee of the Master Agreement and the Property Schedule.
7. The Master Agreement and the Property Schedule have been duly executed and delivered by Lessee and constitute legal, valid and binding obligations of Lessee, enforceable against Lessee in accordance with the terms thereof, except insofar as the enforcement thereof may be limited by any applicable bankruptcy, insolvency, moratorium, reorganization or other laws of equitable principles of general application, or of application to municipalities or political subdivisions such as the Lessee, affecting remedies or creditors' rights generally, and to the exercise of judicial discretion in appropriate cases.

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8. As of the date hereof, based on such inquiry and investigation as we have deemed sufficient, no litigation is pending, (or, to our knowledge, threatened) against Lessee in any court (a) seeking to restrain or enjoin the delivery of the Master Agreement or the Property Schedule or of other agreements similar to the Master Agreement; (b) questioning the authority of Lessee to execute the Master Agreement or the Property Schedule, or the validity of the Master Agreement or the Property Schedule, or the payment of principal of or interest on, the Property Schedule; (c) questioning the constitutionality of any statute, or the validity of any proceedings, authorizing the execution of the Master Agreement and the Property Schedule; or (d) affecting the provisions made for the payment of or security for the Master Agreement and the Property Schedule.

9. The Lessee is a political subdivision within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder, and the portion of payments identified as the interest component of the rents (as set forth in the payment schedule attached to the Property Schedule) will not be includable in Federal gross income of the recipient under the statutes, regulations, court decisions and rulings existing on the date hereof and consequently will be exempt from Federal income taxes.

This opinion may be relied upon by Lessor, its successors and assigns, and any other legal counsel who provides an opinion with respect to the Property Schedule.

Very truly yours,

By: _____

DO NOT SIGN THIS FORM – MUST BE ON LETTERHEAD OF LESSEE’S COUNSEL

Dated: _____

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

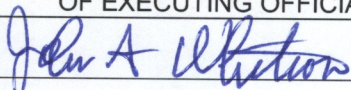
EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

The **undersigned attester**, being the duly elected, qualified and acting CITY MANAGER of the City of Texarkana, Texas ("Lessee") does hereby certify, as of November 1, 2014, as follows:

1. Lessee did, at a meeting of the governing body of the Lessee held on 27 OCT 14, by resolution or ordinance duly enacted, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Property Schedule (the "Property Schedule") and the Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement") by the following named representative of Lessee, to wit:

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
JOHN A WHITSON And/ Or	CITY MANAGER	

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

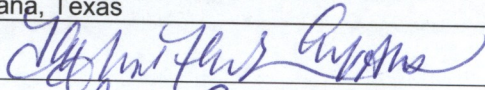
3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master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

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

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

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

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

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

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

The **undersigned attester**, being the duly elected, qualified and acting _____ of the City of Texarkana, Arkansas ("Lessee") does hereby certify, as of November 1, 2014, as follows:

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

NAME OF EXECUTING OFFICIAL (Official(s) who signed the documents.)	TITLE OF EXECUTING OFFICIAL	SIGNATURE OF EXECUTING OFFICIAL
Handl Boldt And/ Or	City Manager	Handl E Boldt

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

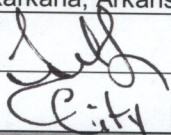
3. The meeting(s) of the governing body of the Lessee at which the Master Agreement and the Property Schedule were approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, and the enactment approving the Master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

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

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

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

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

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

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 3

Lessee's Certificate

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

The **undersigned attester**, being the duly elected, qualified and acting _____ of Bowie County, Texas ("Lessee") does hereby certify, as of November 1, 2014, as follows:

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

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

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

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

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

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

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

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

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

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 4

Payment of Proceeds Instructions

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

Re: **Property Schedule No. 1**, dated November 1, 2014 (the "Property Schedule") to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. ("Lessor") and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas ("Lessee").

Ladies and Gentlemen:

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

Name of Payee: Escrow

By check _____

By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, pay to:

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

City of Texarkana, Texas

By: John A. Whitson

Name: JOHN A. WHITSON ICMA-CM

Title: CITY MANAGER

City of Texarkana, Arkansas

By: Harold E. Boudt

Name: Harold Boudt

Title: CITY MANAGER

Bowie County, Texas

By: _____

Name: _____

Title: _____

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 5**Acceptance Certificate**

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

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

Ladies and Gentlemen:

In accordance with the above-referenced Master Tax-Exempt Lease/Purchase Agreement (the "Master Agreement"), the undersigned ("Lessee") hereby certifies and represents to, and agrees with Key Government Finance, Inc. ("Lessor"), as follows:

- (1) The Property, as such terms are defined in the above-referenced Property Schedule, has been acquired, made, delivered, installed and accepted on the date indicated below.
- (2) Lessee has conducted such inspection and/or testing of the Property as it deems necessary and appropriate and hereby acknowledges that it accepts the Property for all purposes.
- (3) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default or an Event of Nonappropriation (as such terms are defined in the Master Agreement) exists at the date hereof.

Date: _____

City of Texarkana, Texas
as Lessee

By: John A. Whitson

Name: JOHN A. WHITSON ICMA-CM

Title: CITY MANAGER

City of Texarkana, Arkansas
as Lessee

By: Harold E. Boldt

Name: Harold Boldt

Title: City Manager

Bowie County, Texas
as Lessee

By: _____

Name: _____

Title: _____

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

EXHIBIT 6

Bank Qualification Certificate

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

Re: **Property Schedule No. 1**, dated November 1, 2014, to Master Tax-Exempt Lease/Purchase Agreement dated November 1, 2014, between Key Government Finance, Inc. and City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas.

Bank Qualified Tax-Exempt Obligation

☐ (Check box for Bank Qualified designation)

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

Non-Bank Qualified Tax-Exempt Obligation

☐ (Check box for Non-Bank Qualified designation)

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

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

City of Texarkana, Texas

By: John A. Whitson
Name: JOHN A. WHITSON ICMA-CM
Title: CITY MANAGER

City of Texarkana, Arkansas

By: Harold E. Boldt
Name: Harold E. Boldt
Title: City Manager

Bowie County, Texas

By: _____
Name: _____
Title: _____

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Notification of Tax Treatment

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

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

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

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

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

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

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

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

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

Additional comments:

City of Texarkana, Texas

By: John A. Whitson

Name: JOHN A. WHITSON ICMA-CM

Title: CITY MANAGER

City of Texarkana, Arkansas

Bowie County, Texas

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

LESSEE INVOICE INSTRUCTIONS

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

City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas

BILL TO ADDRESS:Bi-State Justice Building, Attn: Larry Vadew
100 N. State Line Ave.
Texarkana, TX 75501**BILLING CONTACT:**

First, M.I. and Last Name: Larry Vadew

Title: Building Maint.

Phone Number: 903-798-3001

Fax Number:

PURCHASE ORDER NUMBER:Invoices require purchase order numbers: YES _____ NO ☒

Purchase Order Number:

FEDERAL TAX ID NUMBER:**EQUIPMENT LOCATION** (If different from Billing Address):

SAME

ADDITIONAL INFORMATION NEEDED ON INVOICE:

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Escrow Disbursement Instructions for Tax-Exempt financing

In reference to your equipment financing, we will be depositing the financing proceeds directly into an escrow account. This account will provide you with the ability to disburse funds incrementally (either directly to vendors or to reimburse yourself) based on equipment invoices (any \$ size and frequency). You will control the disbursement of funds by completing the attached documents.

Escrow Disbursements – The following are the steps that you will need to take when making disbursements of proceeds from your escrow account:

1. Complete and sign **Exhibit A** "FORM OF REQUISITION OF COSTS OF PROPERTY". This needs to be on your letterhead.
 2. Complete and sign – **Schedule 1** "DISBURSEMENT SCHEDULE" complete with payment information.
 3. Attach – Invoice(s) from the Vendor(s).
 4. Mail a completed and signed copy of the **Exhibit A, Schedule 1 and the Vendor invoices** to my attention at the address listed below.
- **Note: If the disbursement from the escrow is for the reimbursement of funds already expended, you must attach proof of payment (front and back of cancelled checks).**

****PLEASE NOTE THAT WE MUST RECEIVE THE ORIGINAL DOCUMENTS****

Once you are ready to do the final disbursement out of the Escrow account:

- Final Disbursement – Include the signed and dated original of the **Exhibit 5** "ACCEPTANCE CERTIFICATE" (this document was part of your original document package), along with the Exhibit A "FORM OF REQUISITION OF COSTS OF PROPERTY" and the rest of the attachments needed. Additionally, please include a letter stating that this is the final disbursement and that you wish to close the Escrow account.
- If there is any money remaining in the Escrow account, after the final disbursement to the Vendor(s), the balance will be applied to your next payment.

If you have any questions regarding this information, please give me a call.

Thank you.

Kim Bush
Key Government Finance
1000 S. McCaslin Blvd.
Superior CO 80027
(720) 304-1419

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

Master TELP-Appropriation

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ESCROW AGREEMENT

This Escrow Agreement (the "Escrow Agreement"), dated as of November 1, 2014 and entered into among Key Government Finance, Inc. ("Lessor"), City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas (each party jointly and severally, "Lessee") and KeyBank National Association (the "Escrow Agent").

RECITALS:

A. Lessor and Lessee are parties to a Master Tax-Exempt Lease/Purchase Agreement, dated as of November 1, 2014 and Schedule No. 1 thereunder, dated as of November 1, 2014 (the "Lease") whereunder Lessee is acquiring from Lessor certain personal property more particularly described therein (the "Property").

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

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

NOW, THEREFORE, the parties agree as follows:

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

2. Acquisition Fund. There is hereby established in the custody of Escrow Agent a special trust fund designated as the "City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas Acquisition Fund" (the "Acquisition Fund") to be held and administered by Escrow Agent in trust for Lessee in accordance with this Escrow Agreement, subject to Lessor's rights under Section 3 hereof. It is anticipated that the funds in the Acquisition Fund and earnings thereon shall be sufficient to pay the cost of acquisition of the Property. In the event such sums are insufficient, Lessee shall be responsible for the timely payment of any deficiency.

The moneys and investments held by Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of Lessee (other than Lessor) or Lessor. Lessor, Lessee and Escrow Agent intend that the Acquisition Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein and in the Lease for the disbursement of funds by Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in such account, and such security interest is hereby granted to Lessor by Lessee, to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and agrees to note, or cause to be noted, on all books and records relating to such accounts, Lessor's interest therein.

2.A. Deposit in Acquisition Fund. There shall be deposited in the Acquisition Fund the sum of \$315,589.00. Escrow Agent shall maintain accounting records sufficient to permit calculation of the income on investments and interest earned on deposit of amounts held in the Acquisition Fund, and such income and interest shall become part of the Acquisition Fund and may be expended as provided herein.

2.B. Disbursements from Acquisition Fund. Escrow Agent shall make payments from the Acquisition Fund to pay costs of the Property upon receipt of requisitions from Lessee, signed by an authorized individual substantially in the form attached hereto as Exhibit A, which is incorporated by reference herein. In the event Escrow Agent is directed or requested by Lessee to hold or deposit any retained funds or to accept a retainage bond (in lieu of funds) as may be required by law or the terms of the acquisition contract to which Lessee is a party, Escrow Agent shall act in accordance with Lessee's instructions, and such retained funds (or performance bond) and any interest thereon shall be paid as provided in instructions to Escrow Agent from Lessee. The final requisition shall include the final acceptance certificate required in the Lease, which shall be executed by the Lessee and delivered to the Escrow Agent. Where requisitions involve titled motor vehicles, the requisition shall also include:

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

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

3. Termination of Escrow.

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

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

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

4. Investment of Acquisition Fund; Arbitrage Rebate.

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

(b) Arbitrage Rebate. Lessee hereby represents, covenants and warrants that pursuant to Treasury Regulations Section 1.148-7(d), the gross proceeds of the Lease will be expended for the governmental purposes for which the Lease was entered into, as follows: at least 15% within six months after the Commencement Date, such date being the date of deposit of funds into the Acquisition Account under Section 2.A., hereof, at least 60% within 12 months after the Commencement Date, and 100% within 18 months after the Commencement Date. If Lessee is unable to comply with Section 1.148-7(d) of the Treasury Regulations, Lessee shall, at its sole expense and cost, compute rebatable arbitrage on the Lease and pay rebatable arbitrage to the United States at least once every five years, and within 60 days after payment of the final rental or installment payment due under the Lease.

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

6. Regarding the Escrow Agent.

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

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

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

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

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

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

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

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

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

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

10. **Counterparts.** This Escrow Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Escrow Agreement is to be executed by the parties hereto in sufficient numbers so that an Escrow Agreement bearing each party's original signature can be held by the Escrow Agent.

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

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

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

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

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

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

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

Key Government Finance, Inc.

By _____
Authorized Officer

Title _____

Address: 1000 S McCaslin Blvd
Superior, Colorado 80027

KEYBANK NATIONAL ASSOCIATION

By _____
Authorized Officer

Address: 1000 S McCaslin Blvd
Superior, Colorado 80027

City of Texarkana, Texas

By John A. Whitham ICMA-CM
Authorized Officer

Title CITY MANAGER

Address: 100 North State Lane
Texarkana, Texas 75501

City of Texarkana, Arkansas

By Harold C. Belf
Authorized Officer

Title City Manager

Address: 100 North State Lane
Texarkana, Texas 75501

Bowie County, Texas

By _____
Authorized Officer

Title _____

Address: 100 North State Lane
Texarkana, Texas 75501

Master TELP-Appropriation

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Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)



CITY OF TEXARKANA, ARKANSAS

216 Walnut Street, Texarkana, Arkansas 71854
 PO BOX 2711-TEXARKANA, ARKANSAS 75504-2711
 PHONE (870) 779-4923
 OFFICE OF THE CITY MANAGER

EXHIBIT A FORM OF REQUISITION COSTS OF PROPERTY

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

Schedule No. 1

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

Amount Requested: \$ _____

Total Disbursements to Date: \$ _____

Requisition No.: _____

1. The undersigned, an officer or official of Lessee, hereby requests and authorizes KeyBank National Association, Escrow Agent under the Escrow Agreement dated as of November 1, 2014, among City of Texarkana, Texas, City of Texarkana, Arkansas and Bowie County, Texas (the "Lessee"), Key Government Finance, Inc. (the "Lessor") and Escrow Agent, to pay to or upon the order of the Lessee the amount specified above for the payment or reimbursement of costs of Property described in Schedule attached.

2. The Lessee hereby certifies that:

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

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

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

City of Texarkana, Texas

By: _____

Name: _____

Title: _____

Date: _____

John A. Whitson
 JOHN A. WHITSON ICMA-CM
 CITY MANAGER
 28 OCT 14

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

City of Texarkana, Arkansas

By: HAROLD E. BOLDT
 Name: HAROLD E. BOLDT
 Title: CITY MANAGER
 Date: 10/28/2014

Bowie County, Texas

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

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

Key Government Finance, Inc.

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

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

SCHEDULE 1
DISBURSEMENT SCHEDULE

To Requisition No. _____ for the Acquisition Fund:

1. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

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

2. Amount: \$ _____

Payee: _____

By check _____ By wire transfer _____

If by check, Payee's address: _____

If by wire transfer, instructions as follows: _____

Pay to:

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

City of Texarkana, Texas

By: _____

Name: _____

Title: _____

Date: _____

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

City of Texarkana, Arkansas

By: Harold d Bolt
 Name: Harold Bolt
 Title: City Manager
 Date: _____

Bowie County, Texas

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

Master TELP-Appropriation

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

Attachment: Reso No. 2014-123 signed (1200 : Res. No. 2014-123 Bi-State Lease Agreement to Replace Boilers and Pumps)

City of Texarkana, Texas

Version: B

Update Date: 10/22/2014 3:16 PM

Briefing Sheet

Lead Department: Parks, Recreation & Health **Action Officer:** Cheryl Haff,
Resolution No. 2014-130 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 Texas Department of
State Health Services (DSHS) to administer the Special Supplemental Nutrition
Subject: Program for Women, Infant and Children (WIC).

Briefing: 10/27/2014 **Public Hearing:** **Second Briefing:** **Council Vote:** 10/27/2014

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: NSS/WIC Local Agency to administer the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. The current contract term will be October 1, 2014, through September 30, 2015.

Potential Options:

- None

Fiscal Implications:

Additional funding for the Texarkana-Bowie County Family Health Center

Staff Recommendation:

Staff recommends approval of this Resolution

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

Not Applicable

Attachments

- a. Goals and Perspectives (DOCX)
- b. Resolution 2014-130 WIC (DOCX)
- c. FY15 NSS WIC LOCAL AGENCY (PDF)
- d. Reso. 2014-130 signed (PDF)

Staff Coordination

Parks, Recreation & Health	Cheryl Haff	Department Head Review	
Completed	10/22/2014 3:06 PM		
Parks, Recreation & Health	Robby Robertson	Review	Completed
	10/22/2014 4:26 PM		
Finance Department	Charlie Bassett	Finance Review	Completed 10/23/2014
9:23 AM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
	10/23/2014 9:35 AM		
City Manager	John Whitson	City Manager Review	Completed 10/24/2014
8:02 AM			
City Council	Jennifer Evans	Meeting	Completed 10/27/2014
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

None

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

None Applicable

Public Information Plan:

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

Other:

RESOLUTION NO. 2014-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2015-047344, 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: NSS/WIC LOCAL AGENCY FOR THE TERM OCTOBER 1, 2014, THROUGH SEPTEMBER 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 Contract No. 2015-047344 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: NSS/WIC Local Agency to administer the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk, 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 Department of State Health Services (DSHS) contract to provide necessary funding to implement the above-described program 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 27th day of October, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: Resolution 2014-130 WIC [Revision 1] (1211 : Res 2014-130 FY15 NSS/WIC Local Agency)

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-047344 (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 CITY OF TEXARKANA (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$396,511.00, and the payment method(s) shall be as specified in the Program Attachments.
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 10/01/2014 and ends on 09/30/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2015-047344-001 NSS/WIC LOCAL AGENCY
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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.

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

8. **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
 Address: PO BOX 1967
 TEXARKANA, TX 75504-1967
 Vendor Identification Number: 17560006896000

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH
 SERVICES

By: _____
 Signature of Authorized Official

 Date

Evelyn Delgado

Assistant Commissioner for Family and
 Community Health Services

1100 WEST 49TH STREET
 AUSTIN, TEXAS 78756

512.776.7321

Evelyn.Delgado@dshs.state.tx.us

CITY OF TEXARKANA

By: _____
 Signature

 Date

 Printed Name and Title

 Address

 City, State, Zip

 Telephone Number

 E-mail Address for Official Correspondence

CONTRACT NO. 2015-047344
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000409506

CONTRACTOR: CITY OF TEXARKANA

DSHS PROGRAM: NSS/WIC LOCAL AGENCY

TERM: 10/01/2014 THRU: 09/30/2015

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

- A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current DSHS WIC Program Policy and Procedures Manual and program rules.
- B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Contractor's application.
- C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.
- D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.
- E. Appoint a Contractor WIC Director/Supervisor.
- F. Train Contractor's Local Agency staff.

- G. Submit the following reports/plans by the due date:
1. Monthly Incentive Funding Summary Report by the 15th day of the following month; and
 2. WIC Local Agency Performance Measure Report by the 15th day of the following month.
- H. Conduct outreach to potential participants.
- I. Complete surveys as requested.
- J. Within five days of receiving a DSHS request for a Vendor Preliminary Evaluation, Contractor shall conduct a visual evaluation of the vendor location. The Contractor shall complete the WIC Vendor Preliminary Evaluation Form and fax the form to the DSHS no later than one business day after the visual evaluation as documented in the current WIC Local Agency policy and procedures. Within five days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.
- K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted-for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.
- M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of 45 days notice.
- N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) or other DSHS provided-telecommunications access point to transfer data to and receive updates from DSHS. Daily is defined as Monday – Friday and Saturday if WIC

services are provided. Portable computers may go to any of the Contractor's permanent WIC sites for data transfer.

- O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.
- Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. Provide clients with after-hours peer counseling services. Funding for this activity will be contingent on availability and written approval by DSHS.
- R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.
- S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.
- T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.
- U. Stock DSHS-provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. During the term of this Program Attachment, DSHS reserves the right to withhold payment if Contractor fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a DSHS breast pump delivery as documented in the current WIC Local Agency policy and procedure manual.

- V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

The following documents are incorporated by reference and made a part of this Program Attachment:

1. *DSHS Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall 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.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

- 1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food benefits shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;

- 2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;
- 3) An average of 80% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and
- 4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD:

Cost reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557.001; 10.557.013

DUNS NUMBER: 062929187

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed: \$396,511.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article II, Section 2.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Contractor receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the current WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, **Payment Methods and Restrictions** Article V, Section 5.01, **Payment Methods**, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for

all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the Program Attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of \$13.31\$ for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have sixty (60) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

- (1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.
- (2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.

- (3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.
- (4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.
- (5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.
- (6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.
- (7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.
- (8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.
- (9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.
- (10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article V, Section 5.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be

allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 5.05 **Financial Status Reports (FSRs)** is amended to include the following:

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Contractor shall submit quarterly FSRs to wicvouchers@dshs.state.tx.us by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Records Retention** Article X, Section 10.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016.42 and the following requirements:

- (1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food benefit issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
- (2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.
- (3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.
- (4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, **Notice Requirements** Article XII, Section 12.01, **Child Abuse Reporting Requirement**, is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, **as defined by DSHS**, which would allow them under the DSHS

policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.02, **Management and Control Systems**, Item a is not applicable to this program attachment; Item c is replaced with the following:

- c) effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.06, **Overtime Compensation**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XIV, the last three sentences of Section 14.20, **Equipment**, are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.23, **Property Inventory and Protection of Assets**, is amended to include the following:

Contractor shall maintain an inventory of reportable capital assets placed in the custody of the Contractor by DSHS. Contractor shall conduct an annual inventory for each administrative and clinic site and submit to DSHS Property Management in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions, **General Terms** Article XV, Section 15.15, **Amendment**, is replaced with the following:

The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract. Parties agree that this attachment may be amended during its term by Letters of Amendment to reflect funds awarded for special projects and to more accurately align the total Not To Exceed amount with funds the contractor may earn by contract performance. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract

Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

General Provisions, **Termination and Temporary Suspension** Article XVIII, Section 18.04, **Termination or Temporary Suspension Without Cause**, is hereby amended to include the following:

- a) DSHS may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party.
- b) If the Contractor seeks to terminate this Contract or Program Attachment, Contractor shall give the Department at least sixty (60) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.

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.**

Legal Name of Contractor:	FFATA Contact # 1 Name, Email and Phone Number:
Primary Address of Contractor:	FFATA Contact #2 Name, Email and Phone Number:
ZIP Code: 9-digits Required www.usps.com 	DUNS Number: 9-digits Required www.sam.gov
State of Texas Comptroller Vendor Identification Number (VIN) 14 Digits 	

Printed Name of Authorized Representative	Signature of Authorized Representative
Title of Authorized Representative	Date

Fiscal Federal Funding Accountability and Transparency Act (FFATA) CERTIFICATION

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

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? ☐ Yes ☐ No

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification.

If your answer is "No", answer questions "A" and "B".

A. 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

B. 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

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? ☐ Yes ☐ No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example:

*John Blum:500000;Mary Redd:50000;Eric Gant:400000;Todd Platt:300000;
Sally Tom:300000*

Provide compensation information here:



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form L.L.L., "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.

Signature

Date

Print Name of Authorized Individual

2015-047344

Application or Contract Number

CITY OF TEXARKANA

Organization Name

RESOLUTION NO. 2014-130

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT NO. 2015-047344, 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: NSS/WIC LOCAL AGENCY FOR THE TERM OCTOBER 1, 2014, THROUGH SEPTEMBER 30, 2015; AND ESTABLISHING AN EFFECTIVE DATE.

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

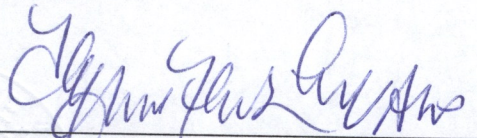
SECTION 1: That Contract No. 2015-047344 between the City of Texarkana, Texas, for and in behalf of the Texarkana-Bowie County Family Health Center (Contractor) and the Department of State Health Services (DSHS), an Agency of the State Of Texas, for the DSHS Program: NSS/WIC Local Agency to administer the Special Supplemental Nutrition Program for Women, Infant and Children (WIC) to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk, a copy of which is attached hereto as Exhibit "A," is hereby approved.

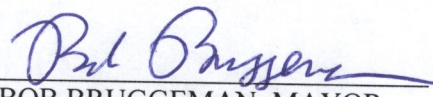
SECTION 2: That the City Manager is hereby authorized to execute said Department of State Health Services (DSHS) contract to provide necessary funding to implement the above-described program on behalf of the Texarkana-Bowie County Family Health Center.

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 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:17 p.m.

Attachment: Reso. 2014-130 signed (1211 : Res 2014-130 FY15 NSS/WIC Local Agency)

DEPARTMENT OF STATE HEALTH SERVICES



This contract, number 2015-047344 (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 CITY OF TEXARKANA (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.
2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is \$396,511.00, and the payment method(s) shall be as specified in the Program Attachments.
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 10/01/2014 and ends on 09/30/2015. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. 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. **Documents Forming Contract.** The Contract consists of the following:
 - a. Core Contract (this document)
 - b. Program Attachments:

2015-047344-001 NSS/WIC LOCAL AGENCY
 - c. General Provisions (Sub-recipient)
 - d. Solicitation Document(s), and
 - e. Contractor's response(s) to the Solicitation Document(s).
 - f. Exhibits

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.

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

8. **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
 Address: PO BOX 1967
 TEXARKANA, TX 75504-1967
 Vendor Identification Number: 17560006896000

9. **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.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH
 SERVICES

By: _____
 Signature of Authorized Official

 Date

Evelyn Delgado

Assistant Commissioner for Family and
 Community Health Services

1100 WEST 49TH STREET
 AUSTIN, TEXAS 78756

512.776.7321

Evelyn.Delgado@dshs.state.tx.us

CITY OF TEXARKANA

By: John A. Whitson
 Signature

28 OCT 14
 Date

JOHN A WHITSON
CITY MANAGER
 Printed Name and Title

PO BOX 1967
 Address

TEXARKANA TX 75504
 City, State, Zip

903-798-3930
 Telephone Number

john.whitson@txkusa.org
 E-mail Address for Official Correspondence

Attachment: Reso. 2014-130 signed (1211 : Res 2014-130 FY15 NSS/WIC Local Agency)

CONTRACT NO. 2015-047344
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000409506

CONTRACTOR: CITY OF TEXARKANA

DSHS PROGRAM: NSS/WIC LOCAL AGENCY

TERM: 10/01/2014 THRU: 09/30/2015

SECTION I. STATEMENT OF WORK:

Contractor shall administer the Department of State Health Services (DSHS) Special Supplemental Nutrition Program for Women, Infant, and Children (WIC) to provide supplemental food benefits, nutrition education, and counseling to enhance good health care at no cost to low-income pregnant and postpartum women, infants and children identified to be at nutritional risk. Contractor shall:

- A. Perform professional, administrative and clerical services necessary to determine eligibility, provide food benefits, and provide appropriate nutrition education and counseling to qualified women, infants and children in a specified geographic area. Contractor shall ensure adequate staff coverage and uninterrupted delivery of services. Services shall be performed according to the statutes, rules, policies, and directives of DSHS Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) and/or as directed by the United States Department of Agriculture (USDA) as referenced in this Program Attachment. During the term of this Program Attachment, USDA may issue regulations, instructions, policies and/or directives, which may be incorporated into the current DSHS WIC Program Policy and Procedures Manual and program rules.
- B. Provide services within the state boundaries of Texas and in the approved clinic locations described in Contractor's application.
- C. Assist DSHS or USDA in the collection of data that will identify benefits of this nutrition intervention program and furnish financial, health, nutrition education and any other special reports in a timely manner as required by DSHS WIC Program's written rules and policies for the compilation of such data.
- D. Determine eligibility of applicants through assessment of their categorical income, residence and nutritional status, and provide nutrition education and counseling to eligible participants.
- E. Appoint a Contractor WIC Director/Supervisor.
- F. Train Contractor's Local Agency staff.

- G. Submit the following reports/plans by the due date:
1. Monthly Incentive Funding Summary Report by the 15th day of the following month; and
 2. WIC Local Agency Performance Measure Report by the 15th day of the following month.
- H. Conduct outreach to potential participants.
- I. Complete surveys as requested.
- J. Within five days of receiving a DSHS request for a Vendor Preliminary Evaluation, Contractor shall conduct a visual evaluation of the vendor location. The Contractor shall complete the WIC Vendor Preliminary Evaluation Form and fax the form to the DSHS no later than one business day after the visual evaluation as documented in the current WIC Local Agency policy and procedures. Within five days of receiving a DSHS request for a Vendor Evaluation, Contractor shall contact vendor applicant to set up an appointment to conduct the evaluation. Contractor shall conduct on-site evaluation, completing WIC Vendor Evaluation Forms and fax/return forms to the DSHS no later than one business day after the on-site evaluation.
- K. Determine participants' access to health care, medical care and other human services, and make appropriate referrals. Contractor shall have a system in place to provide participants with appropriate health services or make appropriate referrals to health care providers under written agreements that ensure confidentiality of participants' personal information.
- L. Issue pre-numbered food instruments furnished by DSHS to qualified participants who shall use such instruments to obtain specified food items from participating vendors; maintain complete accountability and security of all food instruments received from DSHS. Contractor shall be held financially responsible for all unaccounted-for food instruments and/or for the redeemed value of those issued to ineligible participants. In addition, Contractor shall be held financially liable for issuance of infant formula instruments that are not authorized or prescribed according to the WIC Policy and Procedures Manual.
- M. Permit DSHS or its agent to install a Very Small Aperture Terminal (VSAT) or equivalent telecommunications equipment at all Contractor WIC clinics and administrative offices using Texas-WIN software on a network or stand alone personal computer. Installation at all Contractor permanent WIC sites is required. VSAT or other telecommunications equipment installations for new sites or sites moving from one location to another requires a minimum of 45 days notice.
- N. Connect portable computers (notebook or laptop) that use Texas-WIN software daily to a (VSAT) or other DSHS provided-telecommunications access point to transfer data to and receive updates from DSHS. Daily is defined as Monday – Friday and Saturday if WIC

services are provided. Portable computers may go to any of the Contractor's permanent WIC sites for data transfer.

- O. Review the immunization records of WIC Program applicants/participants to ensure that immunizations are current. Make appropriate referrals to health care providers for necessary immunizations.
- P. Offer services during extended hours of operation outside the traditional times of 8:00 a.m. to 5:00 p.m., Monday through Friday, according to the Contractor's Annual Plan of Operations as approved by DSHS and incorporated by reference in this Program Attachment.
- Q. Implement or expand Contractor's Breastfeeding Peer Counseling program to provide training and salary of peer counselors who assist pregnant and breastfeeding WIC participants in normal breastfeeding situations. Provide clients with after-hours peer counseling services. Funding for this activity will be contingent on availability and written approval by DSHS.
- R. Implement special projects according to DSHS-approved plan related to nutrition education, outreach or breastfeeding if project is requested by Contractor and approved by DSHS. Funding for special projects is contingent upon availability and approval in writing by DSHS of the Contractor's plan for the special project.
- S. Implement lactation services for WIC participants who have breastfeeding problems that are beyond the expertise of Contractor's local WIC staff and/or peer counselors using International Board Certified Lactation Consultants or the most qualified equivalent. Lactation services may also include Contractor's Local WIC Agency staff training and the provision of lactation equipment. DSHS will provide written approval of Contractor's plan to use lactation funding. Contractor's plan shall include qualifications of any non-board certified lactation consultant, which is included in the proposal.
- T. Ensure adequate staff coverage and uninterrupted delivery of WIC services if any member of Contractor's staff is approved in writing by DSHS to participate in the DSHS Dietetic Internship program. This internship will consist of no less than 1200 hours of supervised learning experiences in a variety of nutrition-related facilities and will prepare Contractor's selected staff member to better meet the needs of WIC participants.
- U. Stock DSHS-provided manual pumps, single-user electric breast pumps and multi-user electric breast pumps, collection kits, and purchase additional sized flanges. Distribute the appropriate pumps, kits, and/or additional sized flanges to eligible WIC participants. During the term of this Program Attachment, DSHS reserves the right to withhold payment if Contractor fails to accurately complete and submit online breast pump receiving reports within three (3) business days of receiving a DSHS breast pump delivery as documented in the current WIC Local Agency policy and procedure manual.

- V. Implement or expand Contractor's use of a Registered Dietitian (RD) who is registered with the Commission on Dietetic Registration to provide for Contractor that includes, but not limited to: assistance with quality assurance, staff training, assistance with the Annual Nutrition Education and Breastfeeding plan, individual counseling for high-risk participants, and facilitated discussion classes.

Contractor shall comply with all applicable federal and state laws, rules, regulations, standards, and guidelines in effect on the beginning date of this Attachment as amended, including, but not limited to:

1. Uniform Federal Assistance Regulations, 7 CFR Parts 15, 15a, 15b, 246, 248, 3016, 3017 and 3018;
2. WIC Program and Farmers' Market Nutrition Program Rules, 25 Texas Administrative Code, §§ 31.11-31.37; and
3. Child Nutrition Act of 1966, as amended, 42 USC 1786.

The following documents are incorporated by reference and made a part of this Program Attachment:

1. *DSHS Standards for Public Health Clinic Services*, revised August 2004, or latest revision;
2. USDA Food and Nutrition Service (FNS) Guidelines;
3. USDA FNS Instructions issued under the FNS Directives Management System; and
4. Current WIC Policy and Procedures Manual.

Within thirty (30) days of receipt of an amended standard(s) or guideline(s), Contractor shall inform DSHS, in writing, if it shall 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.

All activities related to WIC, including timeframes, budget, and any revisions shall be approved by DSHS.

SECTION II. PERFORMANCE MEASURES

The following performance measures will be used to assess, in part, Contractor's effectiveness in providing the services described in this Program Attachment, without waiving the enforceability of any of the other terms of the contract.

Contractor shall ensure:

- 1) An average of 95% of families a quarter who participate in DSHS WIC Program by receiving food benefits shall also receive nutrition education classes or individual counseling services to coincide with food instrument issuance;

- 2) Of all pregnant women who enter DSHS WIC Program, an average of 20% a quarter shall be certified as eligible during the period of the first trimester of their pregnancy;
- 3) An average of 80% of clients a quarter who are enrolled in the DSHS WIC Program, excluding dual participants, transfer locked and/or migrant clients, shall participate as food benefit recipients each month (breast-feeding infants are also included in the client count); and
- 4) 98% of participants who indicate during the enrollment process for the DSHS WIC Program that they have no source of health care shall be referred to at least one (1) source of health care at certification of eligibility.

Contractor shall submit the *WIC Local Agency Performance Measure Report* which describes Contractor's efforts towards meeting performance measures. The report shall be in an approved format as provided by DSHS, and shall be completed and submitted to DSHS within fifteen (15) calendar days after the end of each month.

SECTION III. SOLICITATION DOCUMENT:

Exempt - Governmental Entity

SECTION IV. RENEWALS: DSHS may renew this contract for one renewal period if funds are available.

SECTION V. PAYMENT METHOD:

Cost reimbursement

Funding is further detailed in the attached Categorical Budget and, if applicable, Equipment List.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and Financial Status Reports (FSR) and submit by electronic mail to DSHS Contract Development and Support Branch at WicVouchers@dshs.state.tx.us

SECTION.VII. BUDGET:

SOURCE OF FUNDS: CFDA # 10.557.001; 10.557.013

DUNS NUMBER: 062929187

All categories of costs billed to DSHS WIC Program, and allocation of such costs, shall be in accordance with the "Plan to Allocate Direct Costs" (PADC) submitted by Contractor and approved by the DSHS WIC Program. This document is incorporated herein by reference and made a part of this Program Attachment.

Total reimbursements will not exceed: \$396,511.00.

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, **Compliance and Reporting** Article II, Section 2.07, **Statutes and Standards of General Applicability**, is hereby amended to include the following:

Contractor shall comply with all provisions required by implementing the regulations of the Department of Agriculture, 7 CFR Part 246, 248; Department of Justice Guidelines for Enforcement of Title VI, Civil Rights Act of 1964; 28 CFR § 50.3 and 28 CFR Part 42; and Food & Nutrition Service (FNS) directives and guidelines, to the effect that no person will, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation under any program or activity for which Contractor receives federal financial assistance from FNS; and hereby gives assurance that it shall immediately take measures necessary to implement this Program Attachment.

Contractor shall compile data, maintain records and submit reports, as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA and State of Texas personnel, during normal working hours, to review such records, books, and accounts as needed to ascertain compliance with the nondiscrimination laws. The Department of Agriculture, Food and Nutrition Service (USDA), has the right to seek judicial enforcement if Contractor violates any nondiscrimination laws. This Assurance is binding on Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear on the Core Contract are authorized to sign this Assurance on behalf of Contractor.

Contractor shall comply with all of the requirements of the current WIC Policy and Procedures Manual and Program rules as well as state and federal laws and amendments governing or regulating the WIC Program. A copy of the current WIC Policy and Procedures Manual has been made available to Contractor. The WIC Policy and Procedures Manual, and all revisions made to the WIC Policy and Procedures Manual are incorporated into this Agreement by reference. Contractor has a duty to remain familiar with the contents within the WIC Policy and Procedures Manual.

Contractor is responsible for ensuring that employees or agents acting on behalf of Contractor comply with all of the requirements of the current WIC Policy and Procedures Manual, Program rules and all state and federal laws and amendments governing and regulating the WIC Program.

General Provisions, **Payment Methods and Restrictions** Article V, Section 5.01, **Payment Methods**, is hereby modified to include the following paragraphs:

The participant caseload will be assigned by DSHS by giving written notice to Contractor. The participant caseload is subject to change upon written notice to Contractor from DSHS with Contractor's concurrence. Contractor assumes liability for

all food costs resulting from Contractor exceeding its assigned caseload. The number of individuals served in excess of assigned caseload are not to be included in the calculation of earned administrative funds as described below.

DSHS will reimburse Contractor for administrative costs incurred when determining eligibility, providing appropriate nutrition education and counseling, issuing food instruments, making participant referrals, vendor evaluation, outreach, start-up costs and general administrative support.

Administrative costs will be reimbursed based on actual costs, but not to exceed the "maximum reimbursement" set out below, based upon the sum of the participants who actually receive food instruments each month plus infants who do not receive any food instruments whose breastfeeding mothers were participants to the extent that the total so derived does not exceed Contractor's total assigned caseload within any given month. Surplus funds (the amount by which maximum reimbursements exceed actual costs) can be accumulated and carried forward within the Program Attachment term. Surplus encumbered by September 30 shall be billed and vouchers received by DSHS no later than sixty (60) calendar days following the term of the Program Attachment.

PARTICIPANTS SERVED PER MONTH MAXIMUM REIMBURSEMENT:

During the term of the Program Attachment, Contractor shall earn administrative funds at the rate of \$13.31\$ for each participant served as defined above.

DSHS may pay for additional goods or services as specified in this Attachment if provided by Contractor during the term of this Attachment (but not otherwise paid during the term of this Attachment) if it is in the best interest of DSHS to do so, and funds are available.

The Contractor will be notified if a change in funding occurs and will have sixty (60) days to provide written notice to the DSHS if it intends to terminate this Program Attachment.

Contractor agrees that:

- (1) Contractor shall identify and document separately not less than 19% of total administrative costs as expenditures directly related to nutrition education and counseling. Nutrition education and counseling expenditures shall be supported by documentation of participant attendance or non-attendance within the DSHS WIC Program.
- (2) DSHS will reimburse Contractor for administrative expenses at a rate not greater than 5.26 times the amount of properly documented expenditures for nutrition education and counseling, but not more than is earned based on actual participation not to exceed Contractor's assigned participant caseload, plus any incentive funds allocated to Contractor by DSHS.

- (3) DSHS will limit (cap) reimbursement of Contractor's indirect costs at twenty (20) percent applied to Contractor's total direct salaries plus benefits reimbursed by DSHS.
- (4) DSHS will identify annually to Contractor an amount of funds that shall be spent for breastfeeding promotion. The allocation of breastfeeding funds to Contractor will be based on Contractor's proportional share of the statewide combined total of pregnant and breastfeeding participants as reported to DSHS WIC Program.
- (5) DSHS WIC Program also reserves the right to withhold a proportionate amount of earned administrative funds when evidence exists that nutrition education and/or breastfeeding promotion is not being provided by Contractor, or Contractor is not complying with the provisions of USDA and/or DSHS directives.
- (6) DSHS reserves the right to utilize a competitive offering for the award of any future contracts at the end of the term of this Program Attachment.
- (7) DSHS may amend or terminate this Program Attachment if available funds become reduced, depleted, or unavailable during the term of the Program Attachment to the extent that the WIC Program is unable to provide administrative funding at the rate(s) stated in this Program Attachment. DSHS will provide written notification to Contractor of such fact.
- (8) DSHS may pay for additional services as specified in this Program Attachment if provided by Contractor during the term of this Program Attachment (but not otherwise paid during the term of this Program Attachment) if it is in the best interest of DSHS and DSHS WIC Program to do so. If Contractor exceeds the amount of earned administrative funds as stated above, Contractor shall continue to bill DSHS for the services provided. If additional funds become available at a later date for the provision of these services, DSHS WIC Program may pay Contractor a share of these funds.
- (9) DSHS may provide incentives to Contractor's Local WIC Agencies for participants who are provided WIC services outside the normal traditional hours to the extent that federal funding is available.
- (10) During the term of this Program Attachment, DSHS may adjust the base reimbursement rate as defined in this Program Attachment if it is in the best interest of DSHS and the DSHS WIC Program and if administrative WIC Grant funds change.

Contractor shall indicate separately on the face of the claim for reimbursement (State of Texas Purchase Voucher, Form B-13) the costs associated with nutrition education, breast-feeding, and other administrative costs.

General Provisions, **Payment Methods and Restrictions** Article V, Section 5.04, **Working Capital Advance**, is not applicable to this Program Attachment. However, Contractor will be

allowed the option of receiving a two (2) month cash advance in accordance with WIC Program Policy and Procedures.

General Provisions, **Payment Methods and Restrictions** Article IV, Section 5.05 **Financial Status Reports (FSRs)** is amended to include the following:

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Contractor shall submit quarterly FSRs to wicvouchers@dshs.state.tx.us by the last business day of the month following the end of each quarter of the Program Attachment term for Department review and financial assessment. Contractor shall submit the final FSR no later than sixty (60) calendar days following the end of the applicable term.

General Provisions, **Records Retention** Article X, Section 10.01, **Retention** shall be replaced with the following:

Recordkeeping requirements. Contractor shall maintain full and complete records concerning Program operations. Such records shall comply with 7 CFR Part 3016.42 and the following requirements:

- (1) Records shall include, but not be limited to, information pertaining to financial operations, food delivery systems, food benefit issuance and redemption, equipment purchases and inventory, certification, nutrition education, civil rights and fair hearing procedures.
- (2) All records shall be retained for a minimum of three years following the date of submission of the final expenditure report for the period to which the report pertains. If any litigation, claim, negotiation, audit or other action involving the records has been started before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA deems any of the WIC program records to be of historical interest, it may require DSHS or the Contractor to forward such records to the USDA whenever either entity is disposing of them.
- (3) Records for nonexpendable property acquired in whole or in part with WIC program funds shall be retained for three years after its final disposition.
- (4) All records shall be available during normal business hours for representatives of the USDA, DSHS and the Comptroller General of the United States to inspect, audit, and copy. Any reports or other documents resulting from the examination of such records that are publicly released may not include confidential applicant or participant information.

General Provisions, **Notice Requirements** Article XII, Section 12.01, **Child Abuse Reporting Requirement**, is hereby amended to include the following:

If Contractor chooses to interview a client to determine if an affirmative defense to prosecution exists, **as defined by DSHS**, which would allow them under the DSHS

policy to not make a report of child abuse, the Contractor shall conduct these interviews in the following manner:

- For ineligible clients, the interview shall be conducted after the entire WIC visit is done. For eligible clients, the interview may occur at the point in time when all WIC activities, including communication of eligibility and individual counseling, are completed with the exception of food instrument issuance.
- The interview shall be conducted only by a competent authority or a supervisor and in a confidential setting.
- Prior to asking the client any questions, the interviewer shall inform the client that the questions have no bearing on the client's WIC eligibility and receipt of services.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.02, **Management and Control Systems**, Item a is not applicable to this program attachment; Item c is replaced with the following:

- c) effective internal and budgetary controls; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.06, **Overtime Compensation**, is not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XIV, the last three sentences of Section 14.20, **Equipment**, are not applicable to this Program Attachment.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.23, **Property Inventory and Protection of Assets**, is amended to include the following:

Contractor shall maintain an inventory of reportable capital assets placed in the custody of the Contractor by DSHS. Contractor shall conduct an annual inventory for each administrative and clinic site and submit to DSHS Property Management in a format and upon a delivery date designated by DSHS. Contractor shall administer a program of maintenance, repair and protection of assets under this Contract so as to assure their full availability and usefulness. In the event Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this Contract, it shall use the proceeds to repair or replace said assets.

General Provisions, **General Business Operations of Contractor** Article XIV, Section 14.26, **Property Acquisitions**, is not applicable to this Program Attachment.

General Provisions, **General Terms** Article XV, Section 15.15, **Amendment**, is replaced with the following:

The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract. Parties agree that this attachment may be amended during its term by Letters of Amendment to reflect funds awarded for special projects and to more accurately align the total Not To Exceed amount with funds the contractor may earn by contract performance. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract

Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

General Provisions, **Termination and Temporary Suspension** Article XVIII, Section 18.04, **Termination or Temporary Suspension Without Cause**, is hereby amended to include the following:

- a) DSHS may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party.
- b) If the Contractor seeks to terminate this Contract or Program Attachment, Contractor shall give the Department at least sixty (60) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.



TEXAS DEPARTMENT OF STATE HEALTH SERVICES

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, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "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.

John A. Whitson
Signature

28 OCT 14
Date

JOHN A. WHITSON
Print Name of Authorized Individual

2015-047344
Application or Contract Number

CITY OF TEXARKANA
Organization Name

CSCU # EF29-12374 - Revised 08.10.07

Attachment: Reso. 2014-130 signed (1211 : Res 2014-130 FY15 NSS/WIC Local Agency)

City of Texarkana, Texas

Version: A

Update Date: 10/19/2014 11:07 PM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Kyle Dooley
Subject: Resolution No. 2014-125 naming the newly constructed street between Cowhorn Creek Road and Robin Lane to Galleria Oaks Drive and renaming Morris Lane between Robin Lane and Arista Boulevard to Galleria Oaks Drive.
Briefing: 11/24/2014 **Public Hearing:** 11/10/2014 **Second Briefing:** November 24, 2014 **Council Vote:** 12/8/2014

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

NOT APPLICABLE

Executive Summary and Background Information:

Construction is nearing completion on Phase II of the Morris Lane construction project. As part of this project a new section of street has been constructed between Cowhorn Creek Road and Robin Lane. As part of this project, Morris Lane has also been reconstructed between Robin Lane and Richmond Road. Once construction is complete, a roadway will exist from Arista Boulevard to Cowhorn Creek Road. The portion between Arista Boulevard and Robin Lane is currently named Morris Lane. The newly constructed portion of roadway between Robin Lane and Cowhorn Creek Road has not been named yet. Staff is proposing to change the name of the street between Arista Boulevard to Cowhorn Creek Road to Galleria Oaks Drive

Because of the proximity of Morris Lane to Moores Lane and both street names sound so much alike, staff feels that renaming Morris Lane to Galleria Oaks Drive would alleviate confusion. This would help eliminate potential problems for emergency personnel, delivery services and etc. Renaming this roadway would also provide for continuity as Council has previously renamed Morris Lane between Summerhill Road and Cowhorn Creek Road to Galleria Oaks Drive in early 2010.

There are 15 residential properties and 6 commercial properties that currently have a Morris Lane address. Should council approve the street name change, those current addresses would change. Staff is sending letters out to each affected property owner that lets the owner know that Council is considering a street name change. It also invites them to the public hearing where they can provide input on this upcoming council decision.

Potential Options:

- Approve the resolution and rename Morris Lane to Galleria Oaks Drive.
- Do not approve the resolution and Morris Lane will continue with the current name.

Fiscal Implications:

Very Minimal, if approved. The only cost will be cost of new street name signs.

City of Texarkana, Texas

Staff Recommendation:

Staff recommends approving the resolution to rename Morris Lane to Galleria Oaks Drive.

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. Morris Lane to Galleria Oaks Map (PDF)
- c. Res No 2014-125 Morris Lane Street Name Change (DOC)
- d. Morris Lane Proposed Street Name Change Resident Notification Letter (PDF)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review	
Completed	10/13/2014 4:51 PM		
Assistant City Manager	Shirley Jaster	Review	Completed
	10/14/2014 9:17 AM		
Public Information Officer	Lisa Thompson	PIO Review	Completed
	10/14/2014 9:41 AM		
City Manager	John Whitson	City Manager Review	Completed 10/19/2014
11:07 PM			
City Council	Jennifer Evans	Meeting	Completed 10/27/2014
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

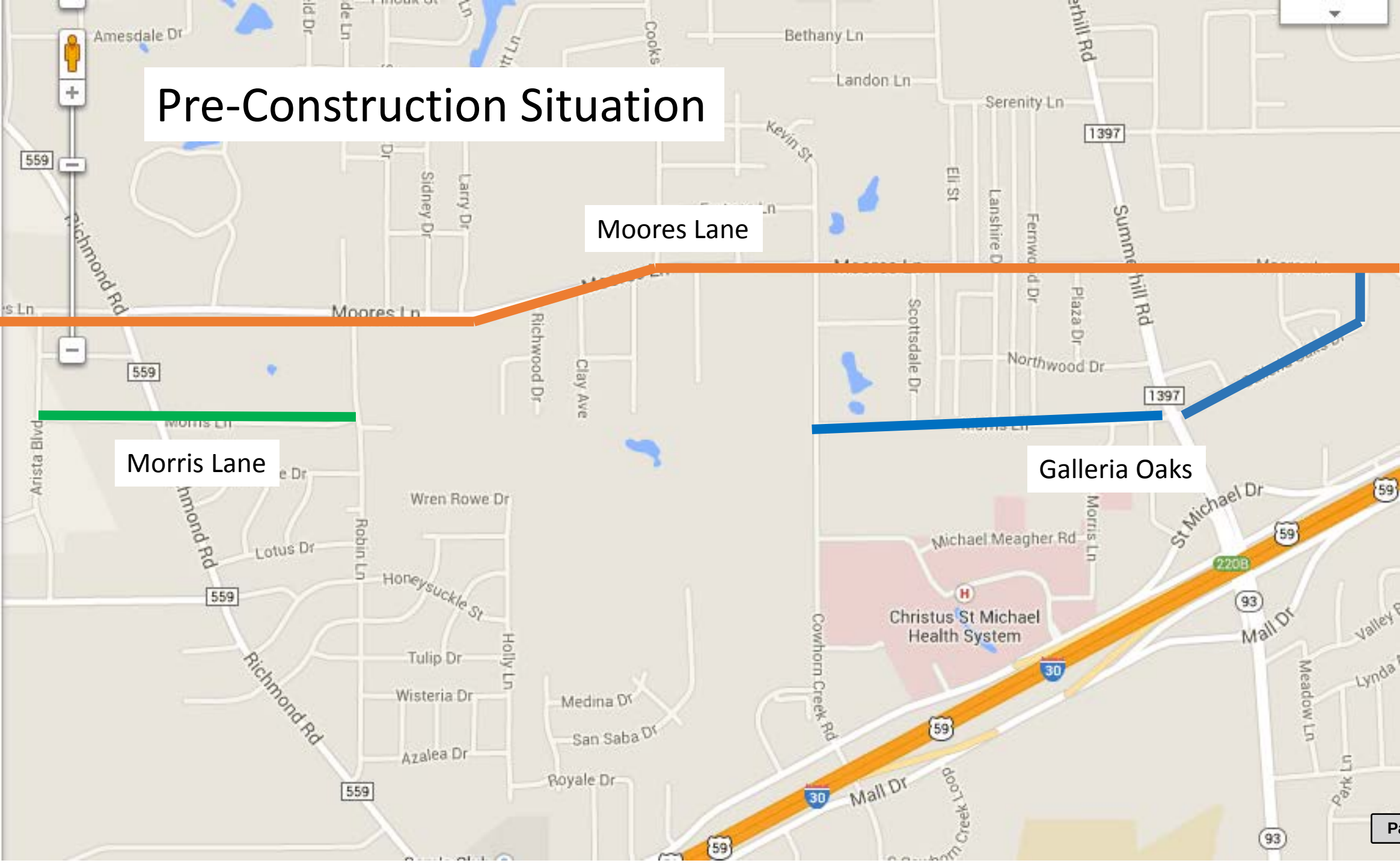
NONE APPLICABLE

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:

Pre-Construction Situation



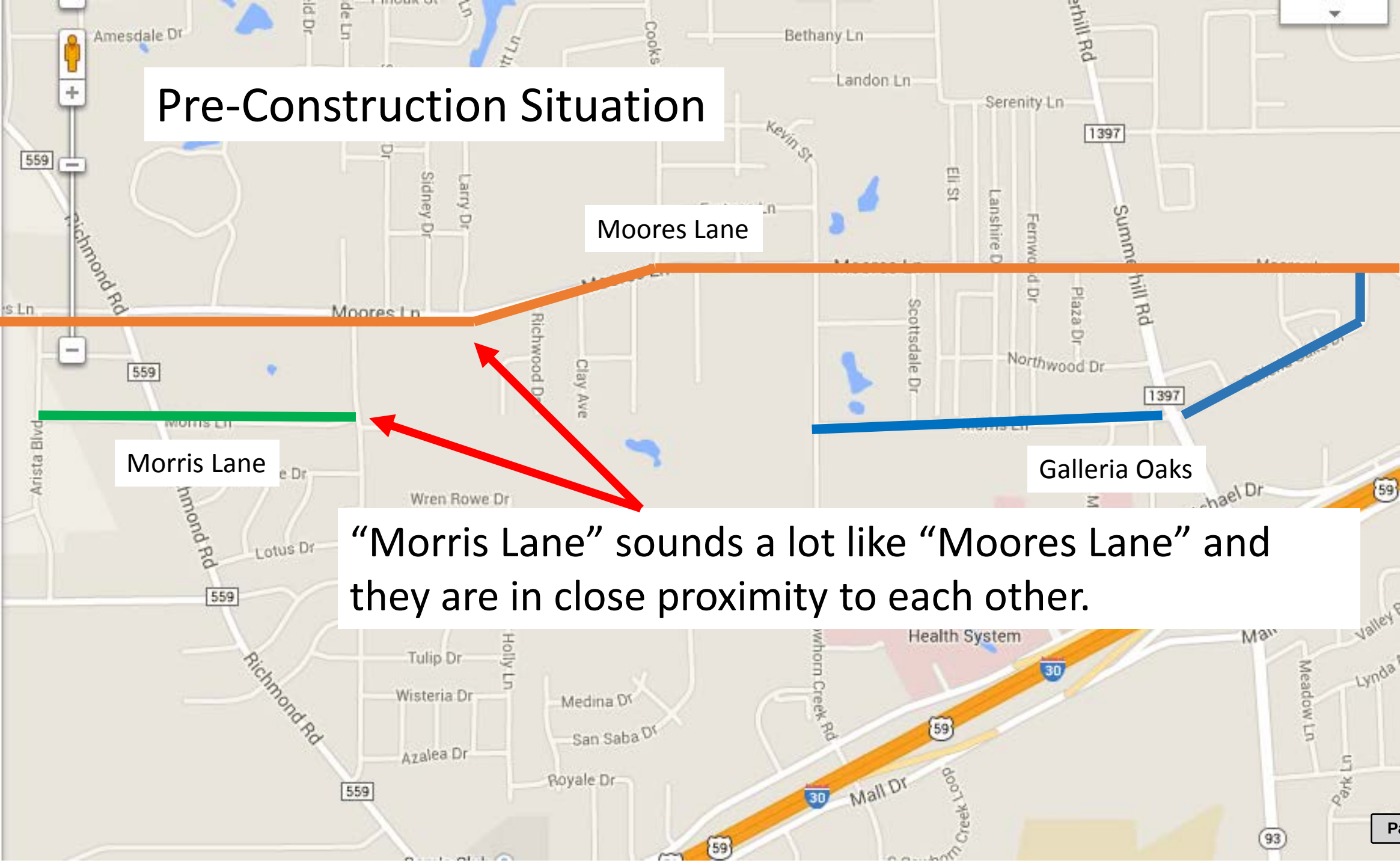
Moores Lane

Morris Lane

Galleria Oaks

Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Pre-Construction Situation



Moores Lane

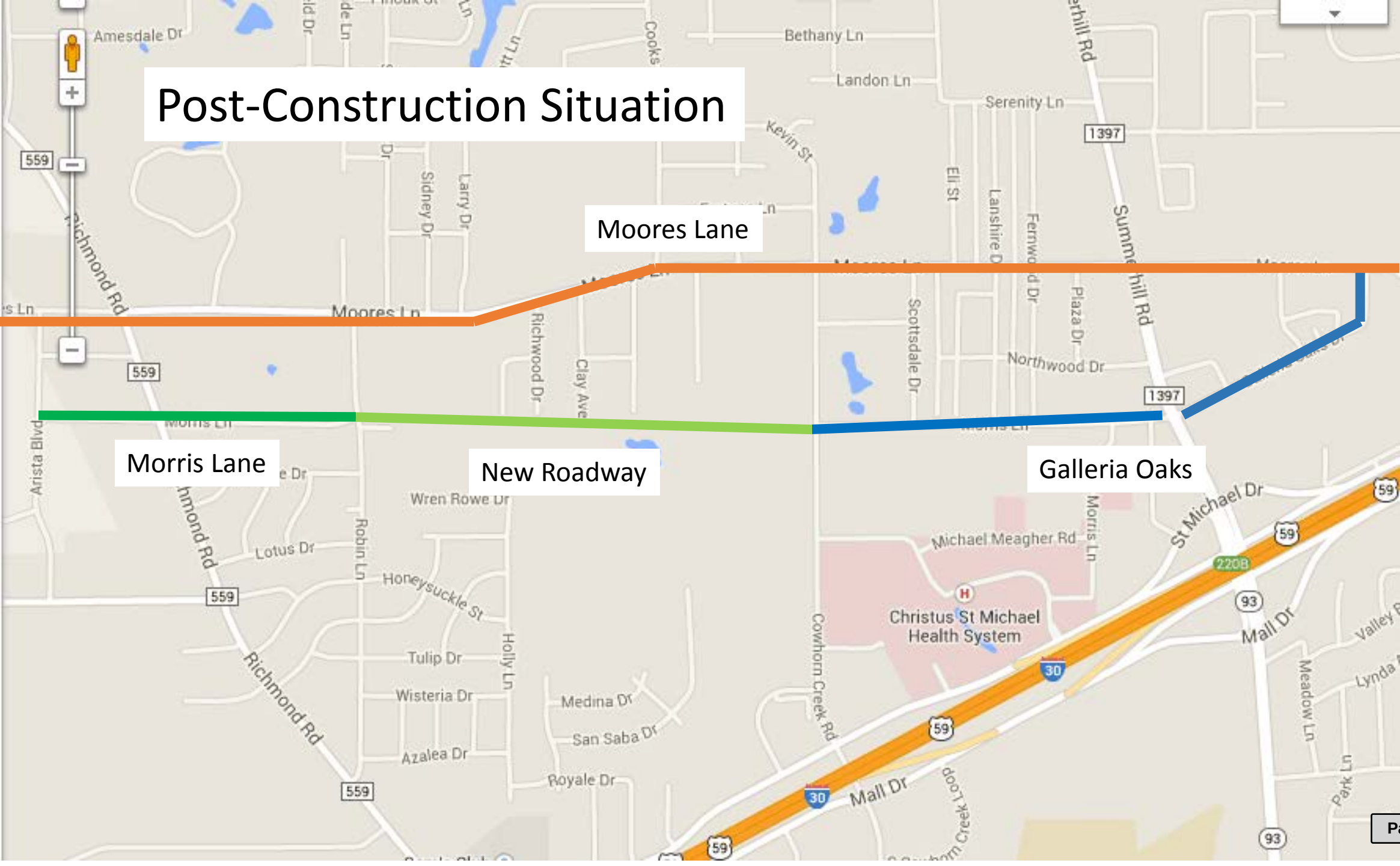
Morris Lane

Galleria Oaks

“Morris Lane” sounds a lot like “Moores Lane” and they are in close proximity to each other.

Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Post-Construction Situation



Morris Lane

New Roadway

Galleria Oaks

Moores Lane

Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

New Roadway named “Galleria Oaks”



Moores Lane

Morris Lane

New Roadway

Galleria Oaks

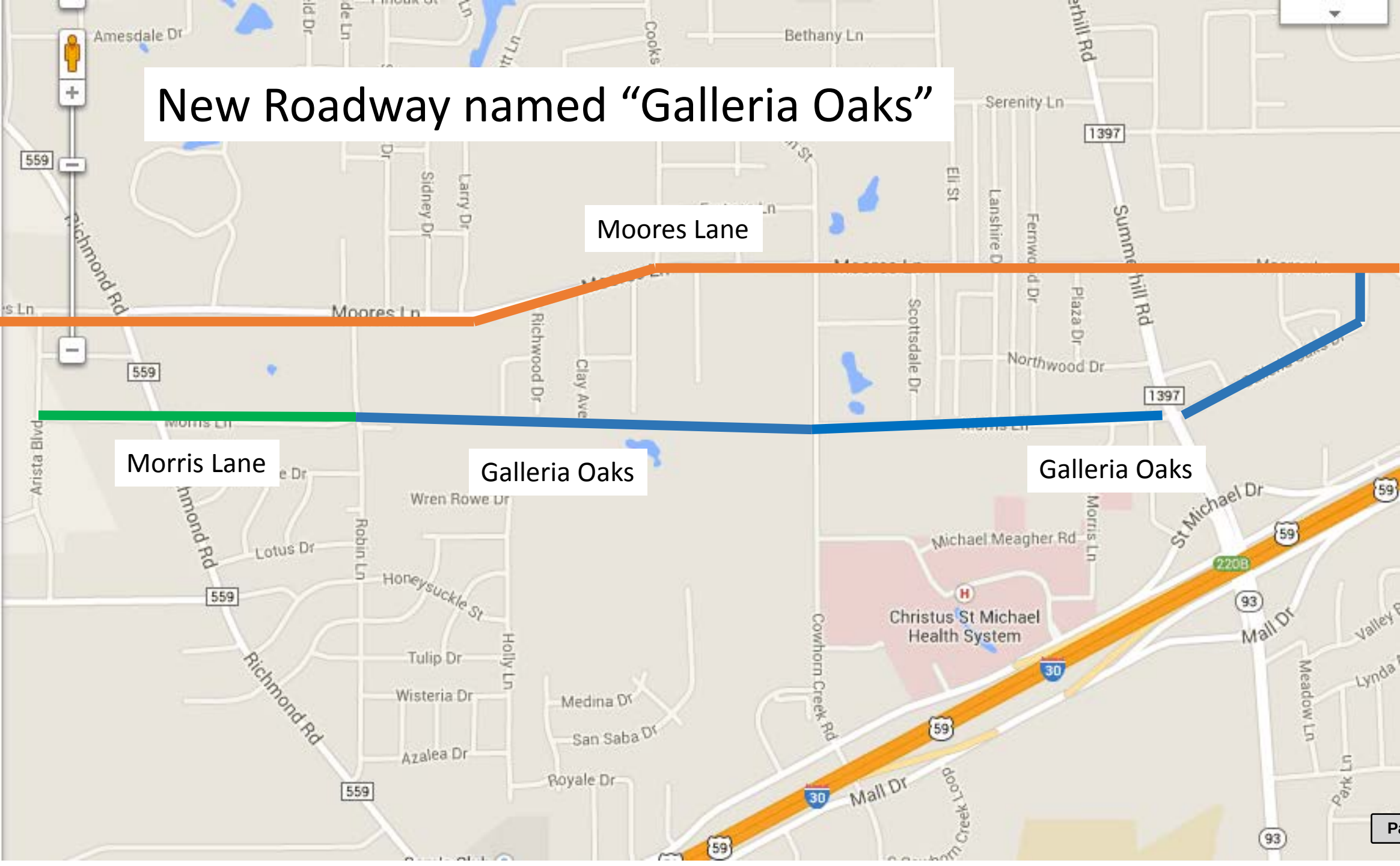
Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

New Roadway named “Galleria Oaks”



Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

New Roadway named “Galleria Oaks”



Moores Lane

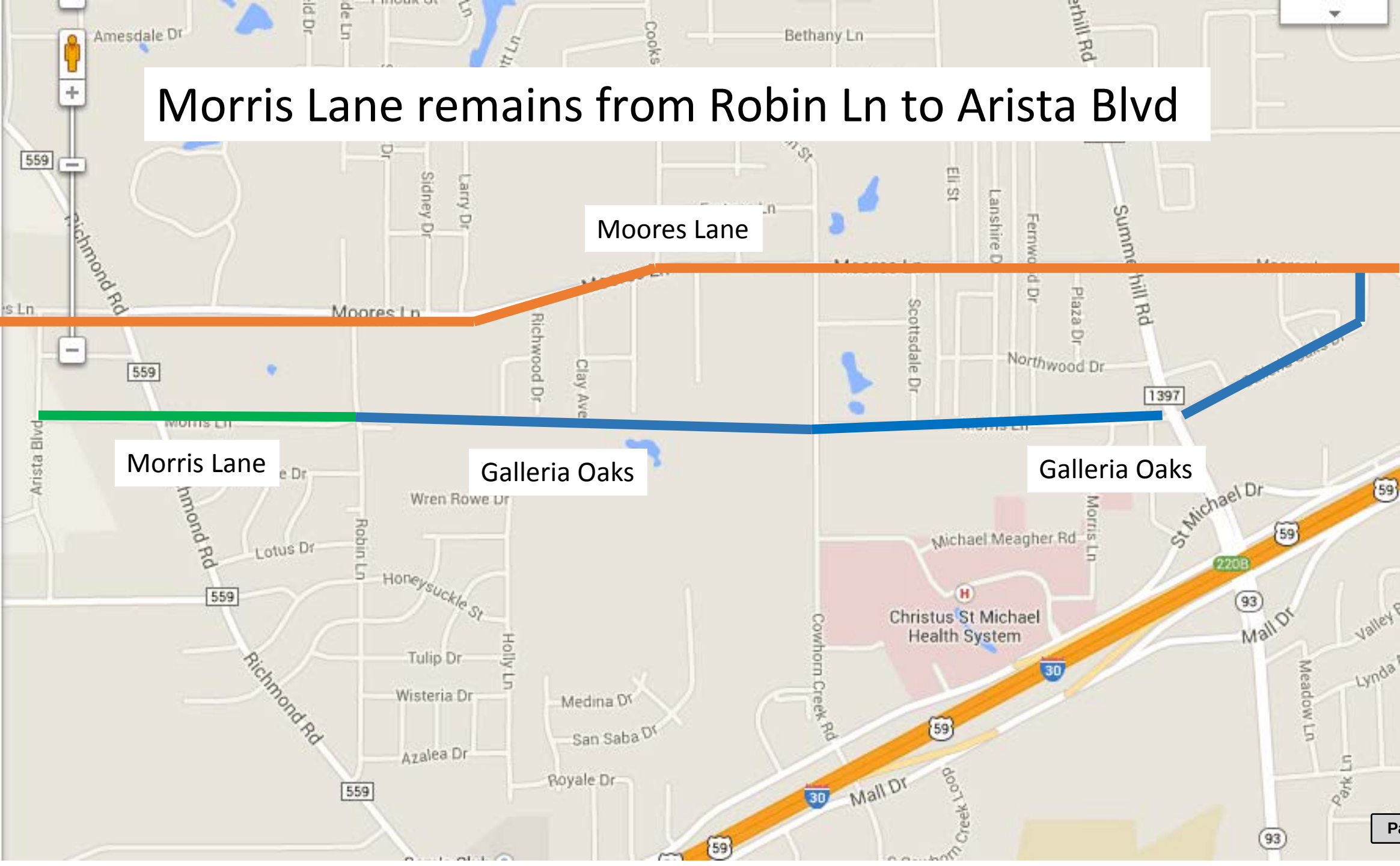
Morris Lane

Galleria Oaks

Galleria Oaks

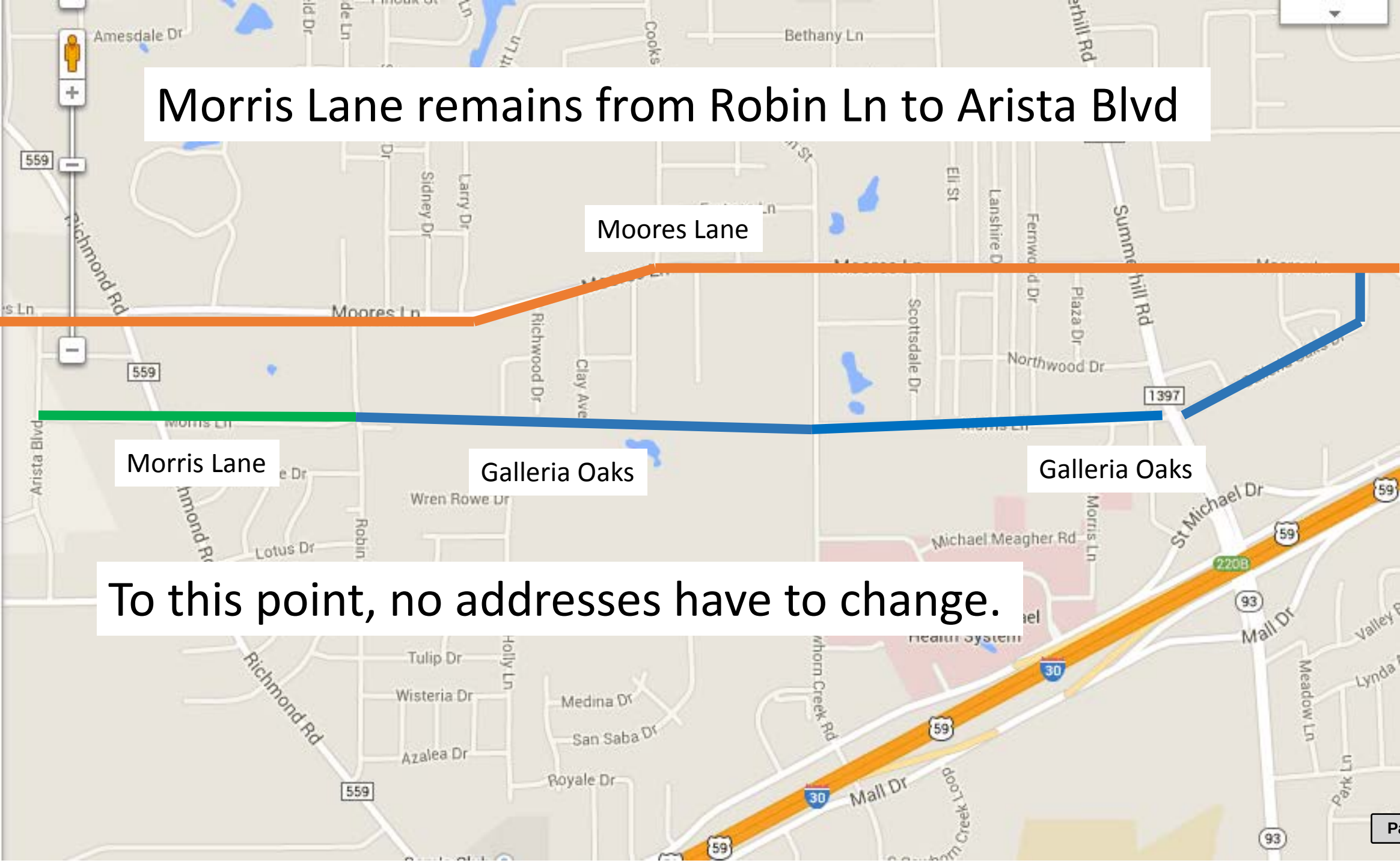
Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Morris Lane remains from Robin Ln to Arista Blvd



Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Morris Lane remains from Robin Ln to Arista Blvd



Morris Lane

Moores Lane

Galleria Oaks

Galleria Oaks

To this point, no addresses have to change.

Business Structures to Change Addresses (6)



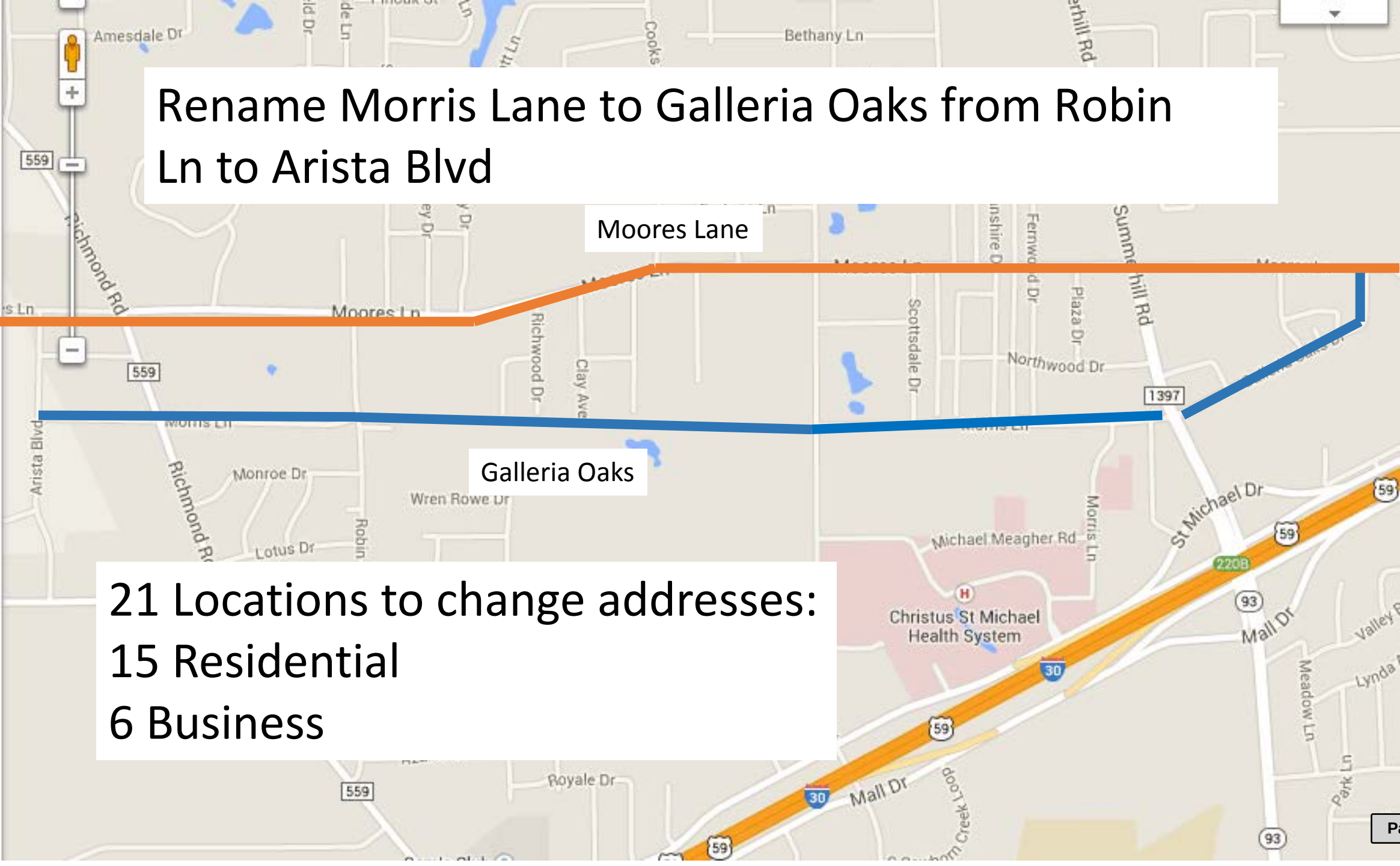
Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Residential Structures to Change Addresses (15)



Attachment: Morris Lane to Galleria Oaks Map (1202 : Res. No. 2014-125 Renaming of

Rename Morris Lane to Galleria Oaks from Robin Ln to Arista Blvd



21 Locations to change addresses:
15 Residential
6 Business

RESOLUTION NO. 2014-125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, NAMING THE NEWLY CONSTRUCTED STREET BETWEEN COWHORN CREEK ROAD AND ROBIN LANE TO GALLERIA OAKS DRIVE AND RENAMING MORRIS LANE BETWEEN ROBIN LANE AND ARISTA BOULEVARD TO GALLERIA OAKS DRIVE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has recently completed construction on a new street between Cowhorn Creek Road and Robin Lane and has also reconstructed Morris Lane between Robin Lane and Richmond Road; and

WHEREAS, it is necessary to name the new street that has been constructed between Cowhorn Creek Road and Robin Lane;

WHEREAS, it is necessary to rename Morris Lane, between Robin Lane and Arista Boulevard, to alleviate possible street name confusion in the area to better serve the health and public safety of the City;

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

SECTION 1: That the name of the newly constructed street between Cowhorn Creek Drive and Robin Lane be officially named as **Galleria Oaks Drive**.

SECTION 2: That the name of the remaining section of Morris Lane, between Robin Lane and Arista Boulevard, be officially changed to **Galleria Oaks Drive**.

SECTION 3: That this change in names shall not become effective until thirty (30) days after the date of passage of this Resolution, so as to provide sufficient time for street sign changes, postal service adjustments, and business and personal address changes to be implemented by those affected by the change.

SECTION 4: 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 December, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



CITY OF
TEXARKANA
Public Works Department TEXAS

919 Elm Street
Texarkana, TX 75501
Phone (903) 798-3948
Fax (903) 792-6419

6.1.d

October 17, 2014

Re: Proposed Morris Lane Street Name Change

Dear Resident,

The Texarkana, Texas City Council will consider a street name change for Morris Lane in the upcoming weeks. This name change is proposed for the portion of Morris Lane from Arista Boulevard to Robin Lane, and also for the newly constructed portion between Robin Lane and Cowhorn Creek Road. If approved, this street will be named Galleria Oaks Drive.

The proposal is an effort to alleviate confusion of the street names in this area between Morris Lane and Moores Lane. Since the streets names sound similar and are located in close proximity, potential problems exist for emergency personnel, delivery service, and general logistics

The City Council will hold a public hearing concerning this proposal at a regularly scheduled council meeting on November 10th, 2014 at 6:00 p.m. The meeting will be held at City Hall, 220 Texas Boulevard, in the City Council Chambers on the second floor. All residents are encouraged to attend the public hearing to provide input on this council decision.

If you have questions, or will not be able to attend the public hearing, please feel free to call me at (903) 798-3943 to discuss this proposal. You may also submit your feedback for council's deliberation by emailing me at kdooley@txkusa.org.

Sincerely,

Kyle Dooley, P.E.
Director of Public Works
City of Texarkana, Texas

City of Texarkana, Texas

Version: C

Update Date: 10/20/2014 4:52 PM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Subject: Resolution No. 2014-126 approving Bowie County Appraisal District's 2014 Tax Rolls.
Briefing: 11/24/2014 **Public Hearing:** 11/10/2014 **Second Briefing:** November 24, 2014 **Council Vote:** 12/8/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Each year Bowie County Appraisal District prepares the City's Tax Rolls for approval by City Council. Exhibit A presents the City of Texarkana Tax roll, with a total taxable value of \$2,088,503,463, and a total tax levy of \$13,530,277.78, the T1 (TIRZ 1) Tax Roll, with a total taxable value of \$312,238,992, and a total tax levy of \$2,082,554.05, and the T2 (TIRZ 2) Tax Roll, with a total taxable value of \$58,050,587, and a total tax levy of \$387,433.82.

Potential Options:

- Approve the Tax Rolls as presented by Bowie County Appraisal District.
- Decline.

Fiscal Implications:

The City's tax rate of 0.669293 per \$100 is applied to the total taxable value of each tax roll to determine the property tax revenue that will be collected by the City to fund the City's budgeted expenditures for the fiscal year ending September 30, 2015.

Staff Recommendation:

Staff recommends approval of this resolution.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. Goals and Perspectives (DOCX)
- b. Resolution No. 2014-126 (DOC)
- c. Exhibit A Texarkana, Texas 2014 Tax Roll (PDF)
- d. Exhibit A Texarkana, Texas T1 2014 Tax Roll (PDF)
- e. Exhibit A Texarkana, Texas T2 2014 Tax Roll (PDF)
- f. Tax Roll Graphs 09-2014 (PDF)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed
	10/20/2014 4:55 PM		
Public Information Officer		Lisa Thompson	PIO Review Completed
	10/21/2014 8:53 AM		
City Manager	John Whitson	City Manager Review Completed	10/24/2014
8:01 AM			
City Council	Jennifer Evans	Meeting	Completed 10/27/2014
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2014 -126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BOWIE COUNTY APPRAISAL DISTRICT 2014 TAX ROLLS FOR THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Bowie County Appraisal District has completed the Tax Rolls of 2014; and

WHEREAS, it is recommended by the Finance Department that the 2014 Tax Rolls for the City of Texarkana, Texas be approved as presented;

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

SECTION 1: That the 2014 Tax Rolls for the City of Texarkana, Texas as prepared and presented by the Bowie County Appraisal District are hereby approved. Copies of the City of Texarkana, Texas 2014 Tax Rolls are attached hereto and incorporated herein as Exhibit "A".

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKKANA

2014 TAX ROLL

TOTAL TAXABLE VALUE	2,088,503,463
GROSS TAX LEVY	\$13,978,206.25
LESS TAX ON FROZEN ITEMS	\$1,776,357.05
PLUS FROZEN TAXES	\$1,297,773.17
PLUS LATE PENALTY GAIN	\$30,655.41
TOTAL TAX LEVY	\$13,530,277.78

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER ,BRAD CASTEEL

MEMBER ,MS WILLIE RAY

MEMBER ,TINA VEAL GOOCH

MEMBER ,BRIAN MATTHEWS

MEMBER ,JOSH DAVIS

MEMBER, BILL MILLER

APPROVED THE _____ DAY OF _____

2014

CITY OF TEXARKKANA T1

2014 TAX ROLL

TOTAL TAXABLE VALUE	312,238,992
GROSS TAX LEVY	\$2,089,793.75
LESS TAX ON FROZEN ITEMS	\$20,532.11
PLUS FROZEN TAXES	\$13,292.41
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$2,082,554.05

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER , BRIAN MATTHEWS

MEMBER , MS WILLIE RAY

MEMBER , TINA VEAL GOOCH

MEMBER , BRAD CASTEEL

MEMBER , JOSH DAVIS

MEMBER, BILL MILLER

APPROVED THE _____ DAY OF _____

2014

CITY OF TEXARKKANA T2

2014 TAX ROLL

TOTAL TAXABLE VALUE	58,050,587
GROSS TAX LEVY	\$388,528.55
LESS TAX ON FROZEN ITEMS	\$3,724.69
PLUS FROZEN TAXES	\$2,629.96
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$387,433.82

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER ,BRAD CASTEEL

MEMBER ,MS WILLIE RAY

MEMBER ,TINA VEAL GOOCH

MEMBER ,BRIAN MATTHEWS

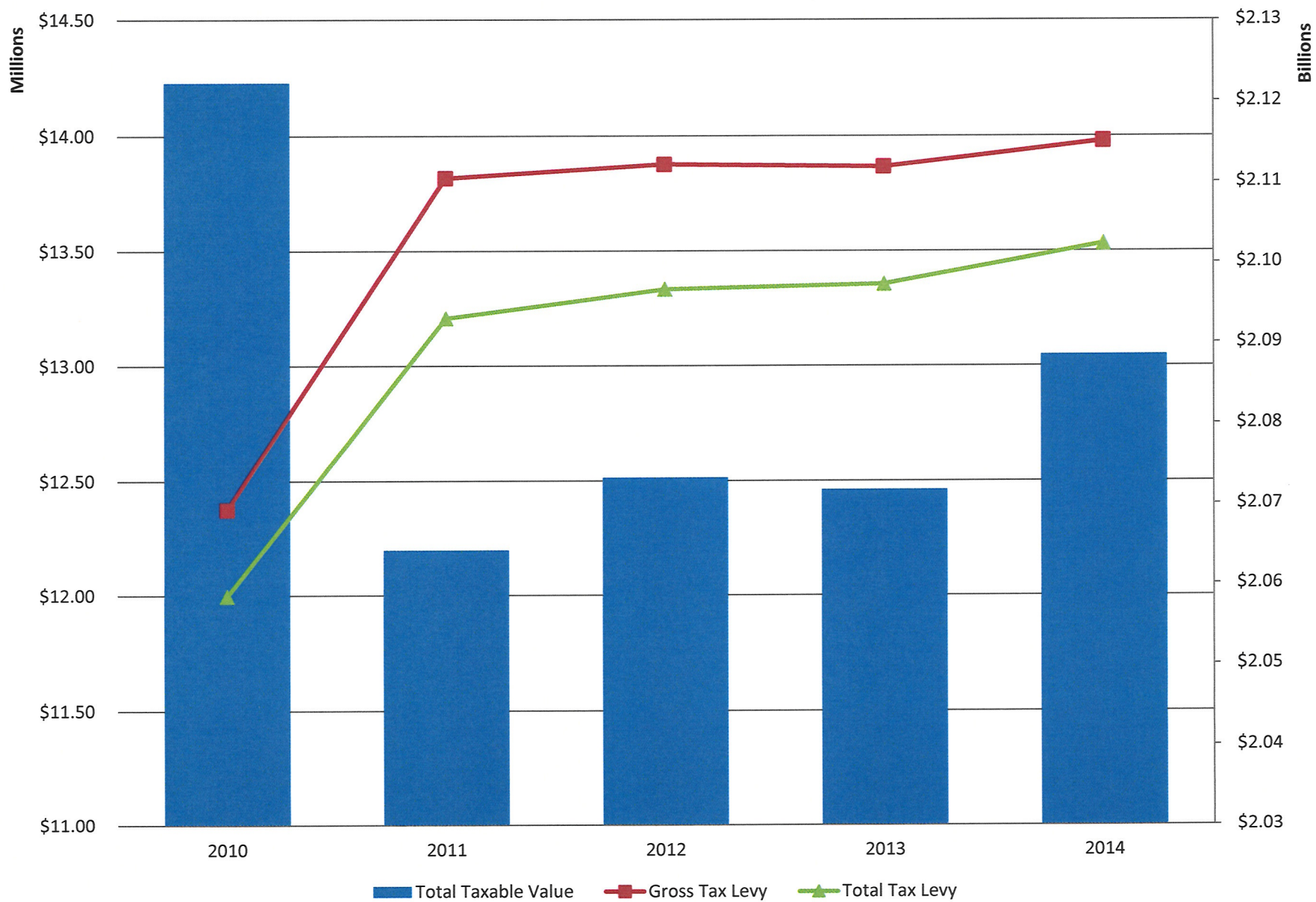
MEMBER ,JOSH DAVIS

MEMBER, BILL MILLER

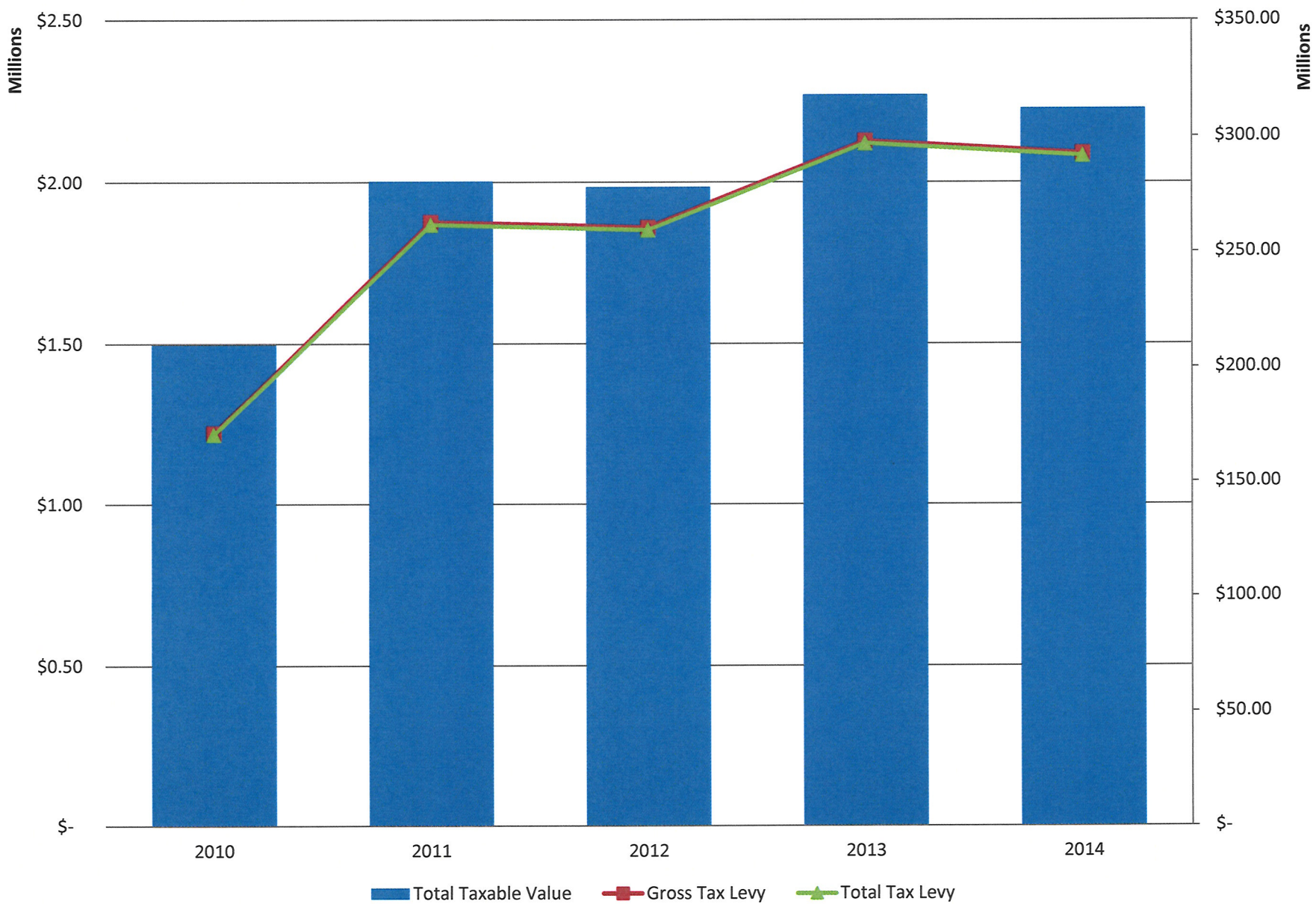
APPROVED THE _____ DAY OF _____

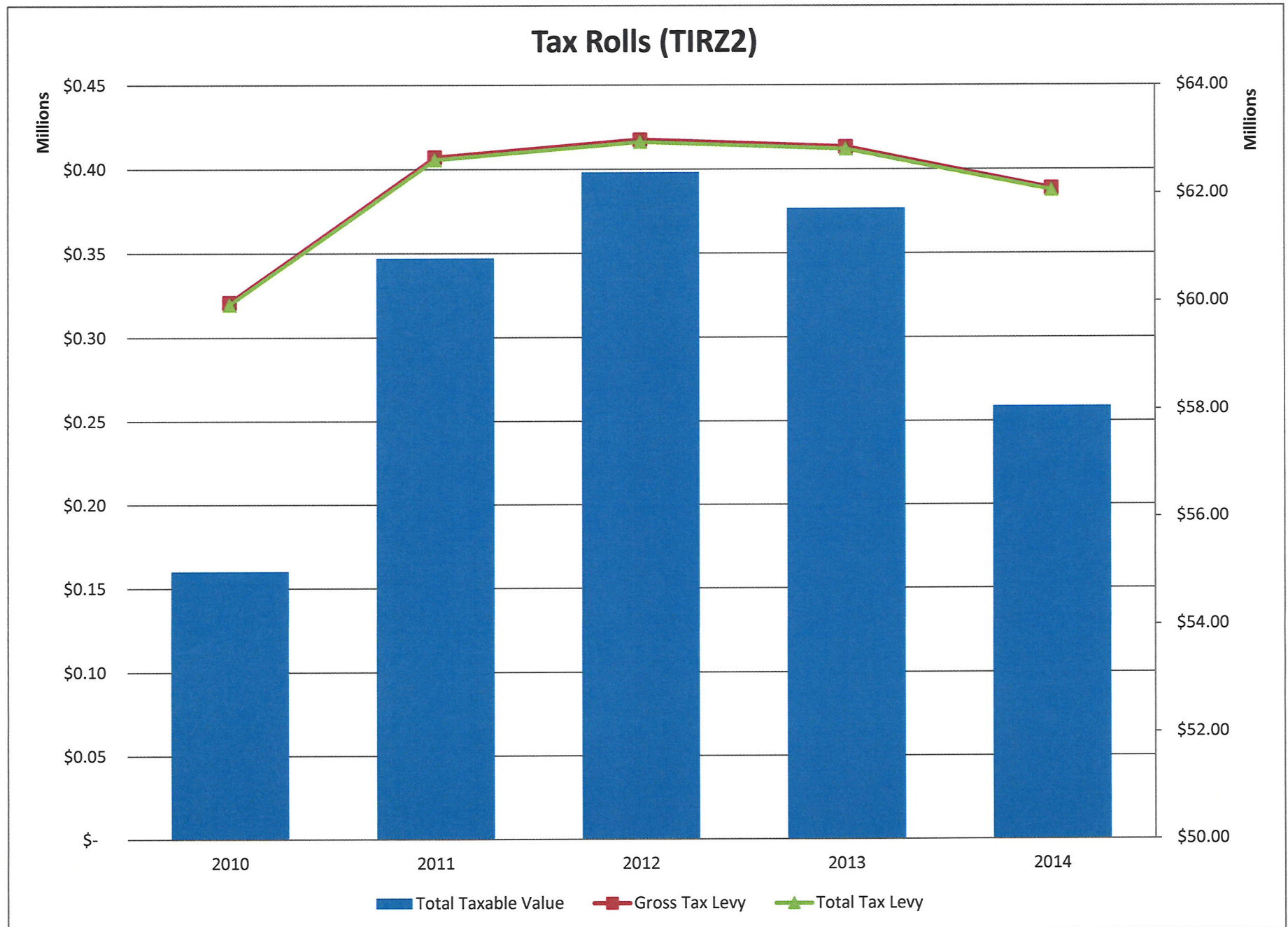
2014

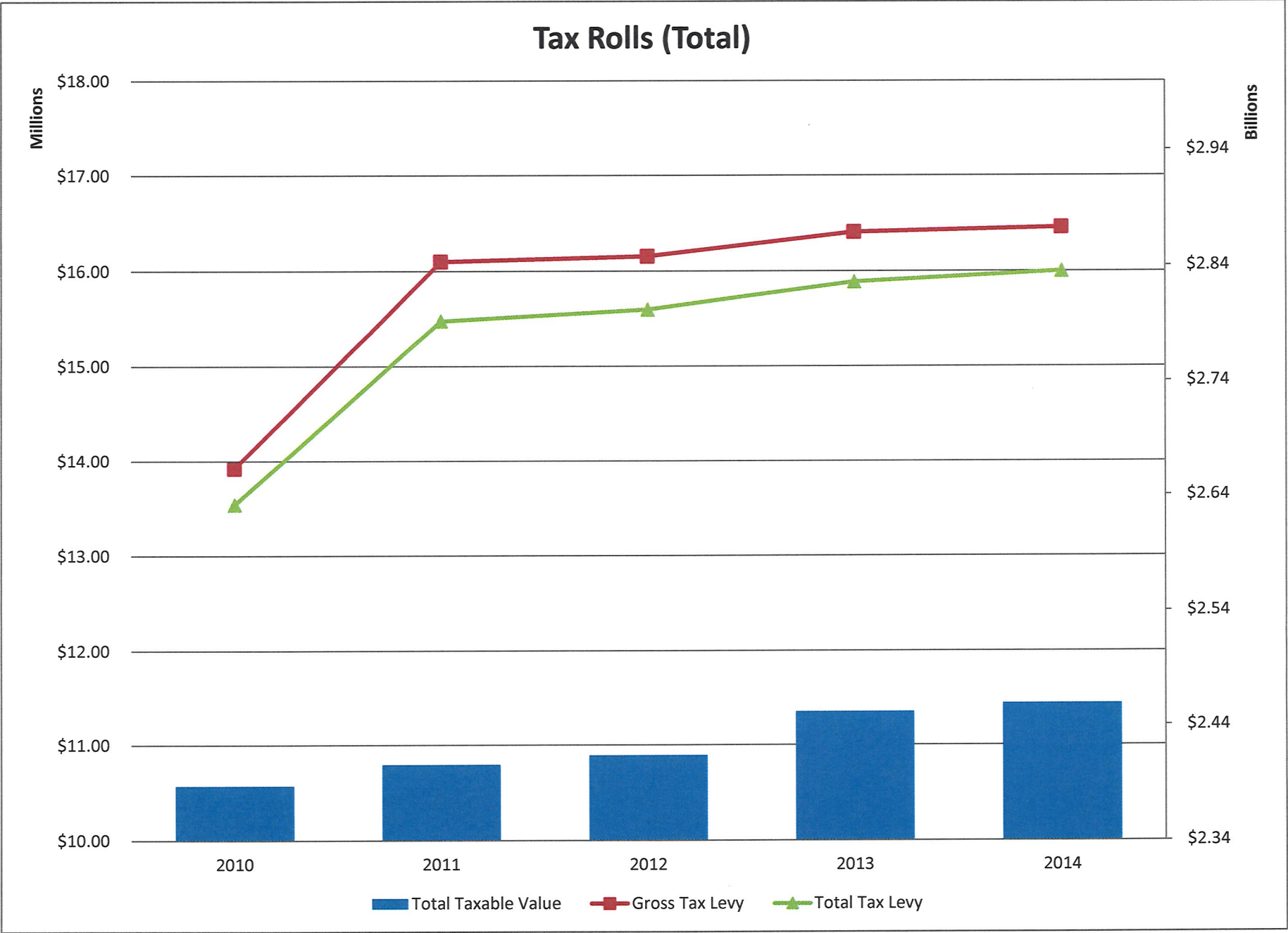
Tax Rolls (City or Non-TIRZ)



Tax Rolls (TIRZ1)







City of Texarkana, Texas

Version: A

Update Date: 11/4/2014 8:13 AM

Briefing Sheet

Lead Department: Economic Development **Action Officer:** Jerry Sparks, Economic Developer
Subject: Resolution No. 2014-127 approving the funding of a \$50,000 loan from the Facade Revolving Loan Fund Program with funds from the Economic Development Fund and authorizing the City Manager to execute loan documents on behalf of the City.
Briefing: 11/10/2014 **Public Hearing:** 11/10/2014 **Second Briefing:** November 24, 2014 **Council Vote:** 12/8/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

LOAN PROGRAM: Façade RLF
 POTENTIAL BORROWER: Thomas F Morrissey.
 Objective: Improvements to Broad @ Main Street property
 Loan Request: \$50,000
 Loan Approval: \$50,000 for 10 years @ Bank rate + 2%
 Sources of funds: Economic Development Fund
 Collateral: Real Estate, personal guaranty
 Type of Project: Improvements to commercial property that has been vacant for several years.
 Jobs: 3- 7new
 Narrative:

This loan will be used for improvements to property on Broad @ Main Street near the Perot Theater and Pecan Point in downtown Texarkana that has been used as retail space, a religious organization, and as the Mabel Morris Women's Center.

The location is within the target area for the Façade RLF. The borrower's financial statements indicate an ability to repay the loan if the operation does not produce adequate cash flow.

There are about 20 windows on the second floor of the property are boarded. These will be replaced. Other façade restoration will include repairs to brick and mortar.

Potential Options:

- Approve loan request
- Deny loan request

City of Texarkana, Texas

Fiscal Implications:

\$50,000 from Economic Development included in FY 15 budget

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

Internal staff review committee

Board/Committee Recommendation:

Internal staff review committee approved the request.

Advisory Board/Committee Meeting Date and Minutes:

October 15, 2015

Attachments

- a. Goals and Perspectives (DOCX)
- b. Facade RLF Loan Report Tom Morrissey Sept 2014 (PDF)
- c. Veteran Guitar poster (PDF)
- d. Res 2014-127 Morrissey Facade Loan (DOC)
- e. Main & Broad pictures (PDF)
- f. Reso. 2014-127 signed (PDF)

Staff Coordination

Economic Development	Jerry Sparks	Department Head Review	
Completed	10/16/2014 1:48 PM		
Planning and Community Development	David Orr	Review	Completed
10/16/2014 4:16 PM			
Finance Department	Charlie Bassett	Finance Review	Completed 10/20/2014
5:02 PM			
Public Information Officer	Lisa Thompson	PIO Review	Completed
10/21/2014 8:53 AM			
City Manager	John Whitson	City Manager Review	Completed 10/24/2014
8:01 AM			
City Council	Jennifer Evans	Meeting	Completed 10/27/2014
6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

"NONE APPLICABLE"

Public Information Plan:

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

Other:

*City of Texarkana
Façade Revolving Loan Fund*

LOAN PROGRAM:	Façade RLF
POTENTIAL BORROWER:	Thomas F Morrissey. Veteran Guitar
Objective:	Improvements to Broad @ Main Street property
Loan Request	\$50,000
Loan Approval:	\$50,000 for 10 years @ Bank rate + 2%
Sources of funds:	Economic Development Fund
Collateral:	Real Estate, personal guaranty
Type of Project:	Improvements to commercial property that has been vacant for several years.
Jobs:	3- 7new

Narrative:

This loan will be used for improvements to property on Broad @ Main Street near the Perot Theater and Pecan Point in downtown Texarkana that has been used as retail space, a religious organization, and as the Mabel Morriss Women's Center.

The location is within the target area for the Façade RLF. The borrower's financial statements indicate an ability to repay the loan if the operation does not produce adequate cash flow.

There are about 20 windows on the second floor of the property are boarded. These will be replaced. Other façade restoration will include repairs to brick and mortar.



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The only stringed instruments made to honor this nation's veterans, active duty military, and their families by creating heirloom quality, personalized instruments specifically embellished to recognize any veteran's sacrifices and accomplishments and for the discerning individual who wants the highest quality and unique instruments available handmade in the USA

Only the finest hardwoods and materials go into each personalized instrument created

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TEXARKANIAN
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Serial Number:
Veteran Guitar, Texarkana, USA
www.VeteranGuitar.com

www.VeteranGuitar.com Texarkana, USA

RESOLUTION NO. 2014 - 127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FUNDING OF A LOAN FROM THE FAÇADE REVOLVING LOAN FUND PROGRAM WITH FUNDS FROM THE ECONOMIC DEVELOPMENT FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE LOAN DOCUMENTS ON BEHALF OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 64-2013, the City Council established a Façade/Landscape Revolving Loan Fund (FLRLF) for owner occupied/owner operated businesses in the Texarkana, Texas Downtown Gateway, Scenic, and Historic Special Design Districts and the Downtown TIRZ (TIRZ #2) District for the purpose of restoring or improving façades and landscaping; and

WHEREAS, the Façade/Landscape Revolving Loan Fund (FLRLF) will be capitalized with Economic Development funds on an annual basis in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) annually; and

WHEREAS, the Façade/Landscape Revolving Loan Fund Committee will provide the administration of such revolving loan program to determine qualification and availability of funds; and

WHEREAS, the Façade Revolving Loan committee has recommended the potential funding of a loan for construction of façade improvements by Thomas Morrissey in an amount not to exceed \$50,000; and

WHEREAS, the City Council recognizes the need for funding of projects to preserve structures and further economic development as evidenced by their creation and approval of the Façade Revolving Loan policy with Ordinance No. 064-2013.

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

SECTION 1: The City Council of the City of Texarkana, Texas approves funding a loan from the Façade Revolving Loan Fund to Thomas Morrissey in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) with collateral of a subsidiary lien on real estate and the personal guaranty of Thomas Morrissey.

SECTION 2: The City Council of the City of Texarkana, Texas authorizes the City Manager to execute loan documents for the Façade Revolving Loan Fund on behalf of the City in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



Attachment: Main & Broad pictures (1205 : Res No. 2014-127 Approval of Facade Revolving Loan Fund for Thomas Morrissey)





Attachment: Main & Broad pictures (1205 : Res No. 2014-127 Approval of Facade Revolving Loan Fund for Thomas Morrissey)

RESOLUTION NO. 2014 - 127

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE FUNDING OF A LOAN FROM THE FAÇADE REVOLVING LOAN FUND PROGRAM WITH FUNDS FROM THE ECONOMIC DEVELOPMENT FUND; AUTHORIZING THE CITY MANAGER TO EXECUTE LOAN DOCUMENTS ON BEHALF OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 64-2013, the City Council established a Façade/Landscape Revolving Loan Fund (FLRLF) for owner occupied/owner operated businesses in the Texarkana, Texas Downtown Gateway, Scenic, and Historic Special Design Districts and the Downtown TIRZ (TIRZ #2) District for the purpose of restoring or improving façades and landscaping; and

WHEREAS, the Façade/Landscape Revolving Loan Fund (FLRLF) will be capitalized with Economic Development funds on an annual basis in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) annually; and

WHEREAS, the Façade/Landscape Revolving Loan Fund Committee will provide the administration of such revolving loan program to determine qualification and availability of funds; and

WHEREAS, the Façade Revolving Loan committee has recommended the potential funding of a loan for construction of façade improvements by Thomas Morrissey in an amount not to exceed \$50,000; and

WHEREAS, the City Council recognizes the need for funding of projects to preserve structures and further economic development as evidenced by their creation and approval of the Façade Revolving Loan policy with Ordinance No. 064-2013.

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

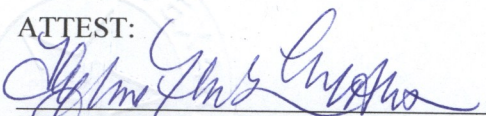
SECTION 1: The City Council of the City of Texarkana, Texas approves funding a loan from the Façade Revolving Loan Fund to Thomas Morrissey in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) with collateral of a subsidiary lien on real estate and the personal guaranty of Thomas Morrissey.

SECTION 2: The City Council of the City of Texarkana, Texas authorizes the City Manager to execute loan documents for the Façade Revolving Loan Fund on behalf of the City in an amount not to exceed FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00).

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

PASSED AND APPROVED in Regular Council Session on this the 10th day of November, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:58 p.m.

Attachment: Reso. 2014-127 signed (1205 : Res No. 2014-127 Approval of Façade Revolving Loan Fund for Thomas Morrissey)

City of Texarkana, Texas

Version: D

Update Date: 11/3/2014 8:24 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Ordinance No. 2014-128 granting a Specific Use Permit to allow the one additional use of outdoor display and sale of new and used boats on Lot 2, Block 1, Richmond Pavilion Addition, located at 3911 Mall Drive. Gregg Orr, owner. Kayla Wood, MTG Engineering & Surveying, agent. (A 3/4 vote will be required of the City Council to approve this request due to a petition in opposition.)

Subject: Public Hearing: 11/10/2014 **Second Briefing:** November 24, 2014 **Council Vote:** 12/8/2014

Item Schedule

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

Updates/History of Briefing:

Not applicable.

Executive Summary and Background Information:

S-657: This is a request by Gregg Orr, under contract to purchase, and Kayla Wood, MTG Engineering, agent, for a Specific Use Permit, SUP, to allow the one additional use of "outdoor display and sales of new or used boats" on Lot 2, Block 1, Richmond West Pavilion Addition, located at 3911 Mall Drive. The property is currently undeveloped vacant land.

The adjacent zoning is PD-General Retail to the east and west, Single Family-2 to the south and I-30 to the north. The adjacent land usage is Cavender's Boot Store to the east, vacant land to the south, the corporate office and parking lot area for Gregg Orr Auto Classic to the west, and I-30 to the north.

The Comprehensive Plan has designated this as a retail area. This property is zoned General Retail. A Specific Use Permit is required by Section 8-108 of the Zoning Ordinance to allow the one additional use of "outdoor display and sales of new and used boats" in the General Retail zoning district.

Since this property is located in a Planned Development District, a site plan must be submitted and approved by the Planning and Zoning Commission and City Council as a separate submission in the future and prior to construction. For purposes of consideration of the Specific Use Permit, a conceptual design has been attached for your review.

This tract of land has access from Mall Drive (one way frontage road along I-30) and is near Richmond Road. Mall Drive currently has the location of Gregg Orr's Auto Mall just south of this property. This corridor has various retail and department stores, restaurants, banks and a grocery store.

It should be noted that a screening device will be required along the south property line where this property abuts a residential zoning district.

Prior to the Planning and Zoning Commission meeting, a petition in opposition to this request was received from Mr. William T. Adams who owns more than 20% of the land within 200' of this

City of Texarkana, Texas

proposed change. Due to the petition a ¾ vote will be required by the City Council to approve this request.

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

Potential Options:

Approve or deny Ordinance for boat sales at 3911 Mall Drive.

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request since this use is consistent with other uses in this area of

Advisory Board/Committee Review:

Item was heard at the October 6, 2014 Planning and Zoning Commission meeting.

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

October 6, 2014

Attachments

- a. Goals and Perspectives (DOCX)
- b. Ordinance No. 2014-128 (DOCX)
- c. Maps for Ord. No. 2014-128 (PDF)
- d. Conceptual drawing for proposed boat sales business (Ord. 2014-128) (PDF)
- e. Petition in opposition (PDF)
- f. Ord. 2014-128 signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Review	Completed
10/20/2014 8:28 AM			
Planning and Community Development	David Orr	Department Head Review	
Completed	10/20/2014 2:26 PM		

City of Texarkana, Texas

Public Information Officer	Jennifer Evans	PIO Review	Skipped
	10/27/2014 6:26 PM		
City Manager	John Whitson	City Manager Review	Completed
8:24 AM			11/03/2014
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			10/27/2014

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:

NA

[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:

S-657

ORDINANCE NO. 2014-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-657 TO ALLOW THE ONE ADDITIONAL USE OF OUTDOOR DISPLAY AND SALE OF NEW AND USED BOATS ON LOT 2, BLOCK 1, RICHMOND WEST PAVILION ADDITION, LOCATED AT 3911 MALL DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an Amendment to the Zoning Ordinance so as to grant a **Specific Use Permit** to allow the **one additional use of outdoor display and sale of new and used boats** on Lots 2, Block 1, Richmond West Pavilion Addition, located at 3911 Mall Drive, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to Zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of outdoor display and sale of new and used boats** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City;

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant **Specific Use Permit numbered S-657 for the purpose of allowing the one additional use of outdoor display and sale of new and used boats** on the following described property, to-wit: **Lot 2, Block 1, Richmond West Pavilion Addition, located at 3911 Mall Drive in the City of Texarkana, Bowie County, Texas.**

SECTION 2: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

Attachment: Ordinance No. 2014-128 (1210 : Ord. No. 12014-128 S-657:: SUP for boat sales at 3911 Mall Drive)

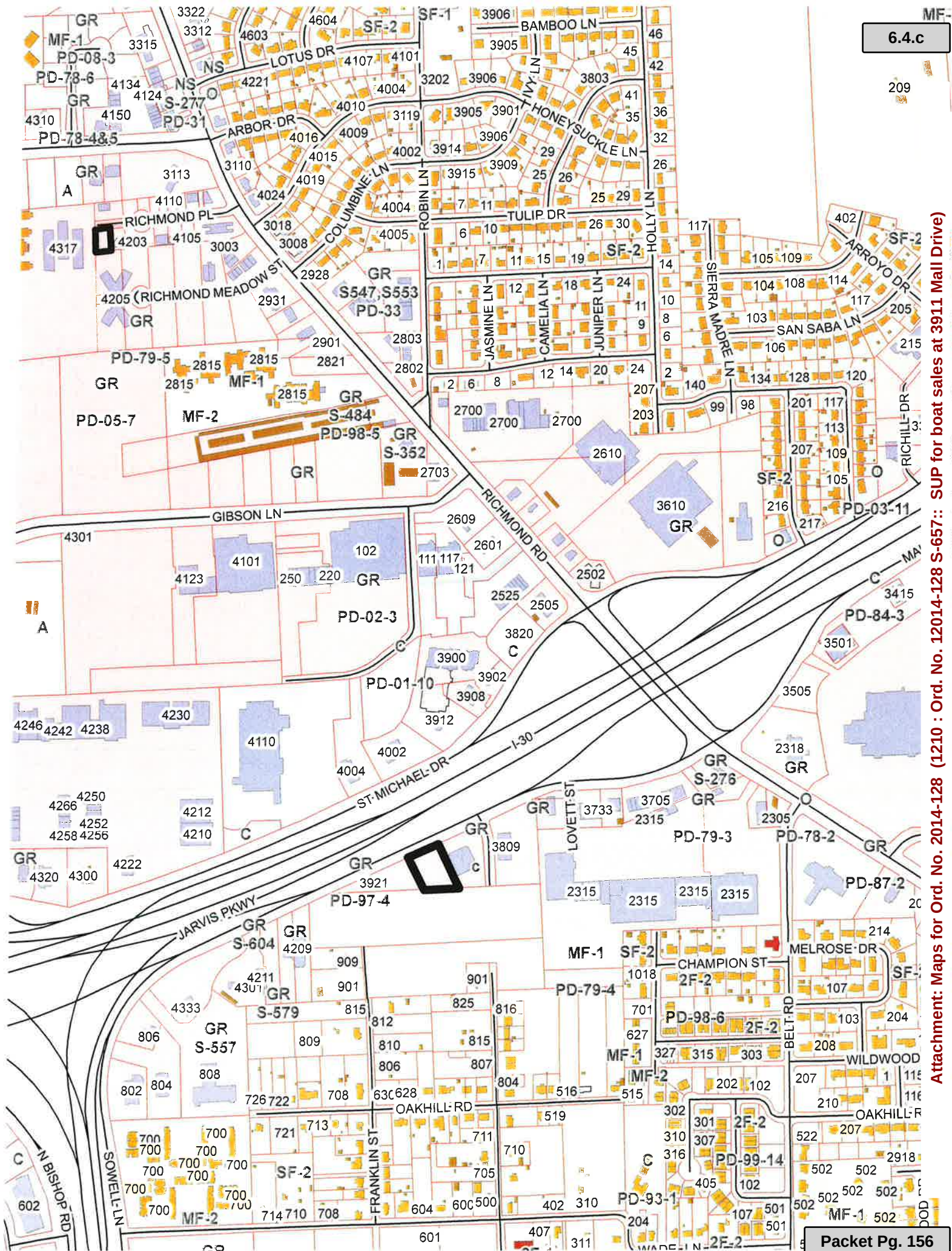
SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in regular Council Session on this the **8th day of December, 2014.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR





Attachment: Maps for Ord. No. 2014-128 (1210 : Ord. No. 12014-128 S-657:: SUP for boat sales at 3911 Mall Drive)



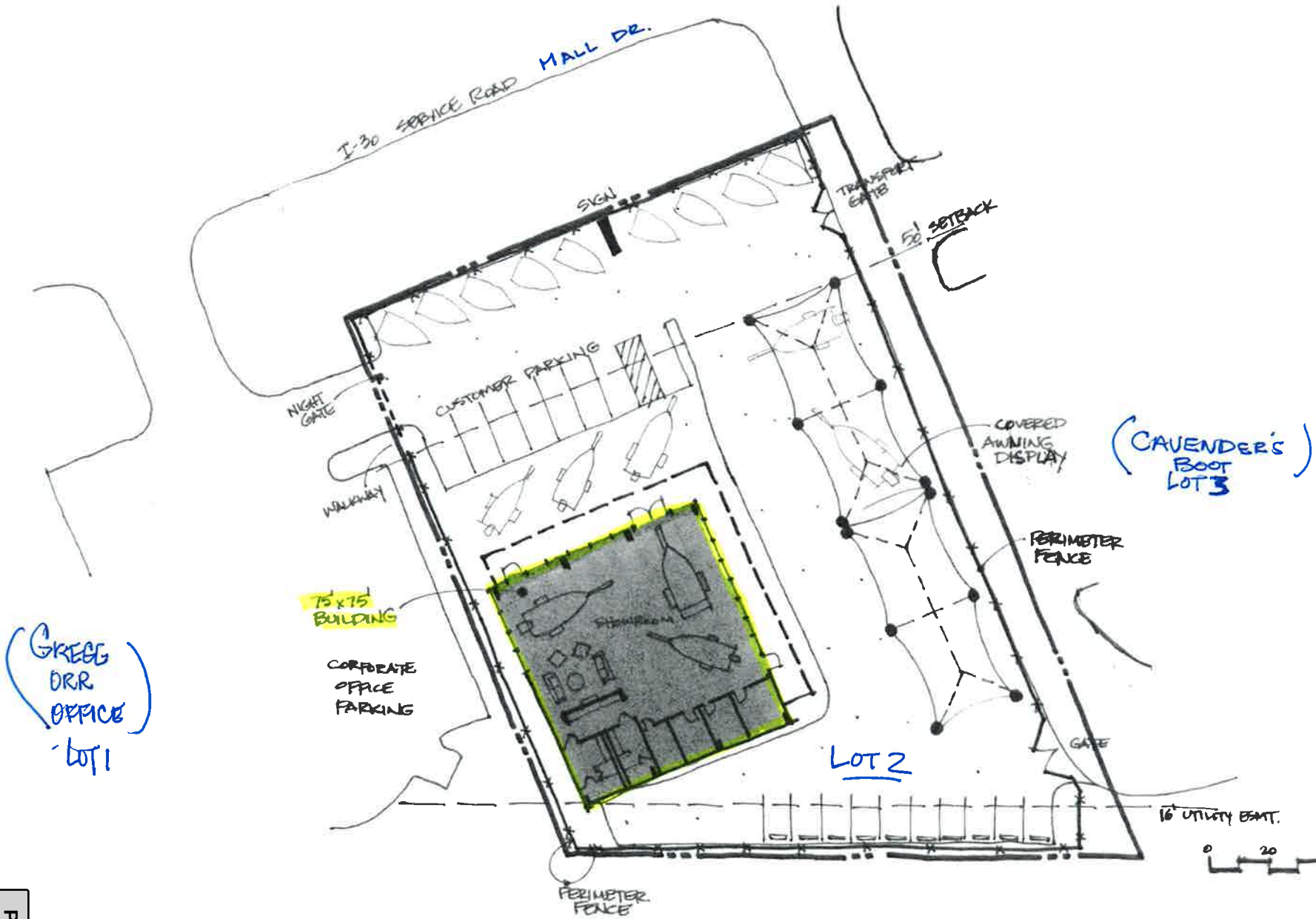
bledsoe architect

a limited liability corporation

735 Robinhood St
Shreveport, Louisiana 71106
phone 318.219-2295 fax 318.219-2296

GREGG ORR MARINE
Terrebonne, Texas

CONCEPT SITE PLAN



job no 1431

15 SEP 2014

sheet

A

404 1 of 1

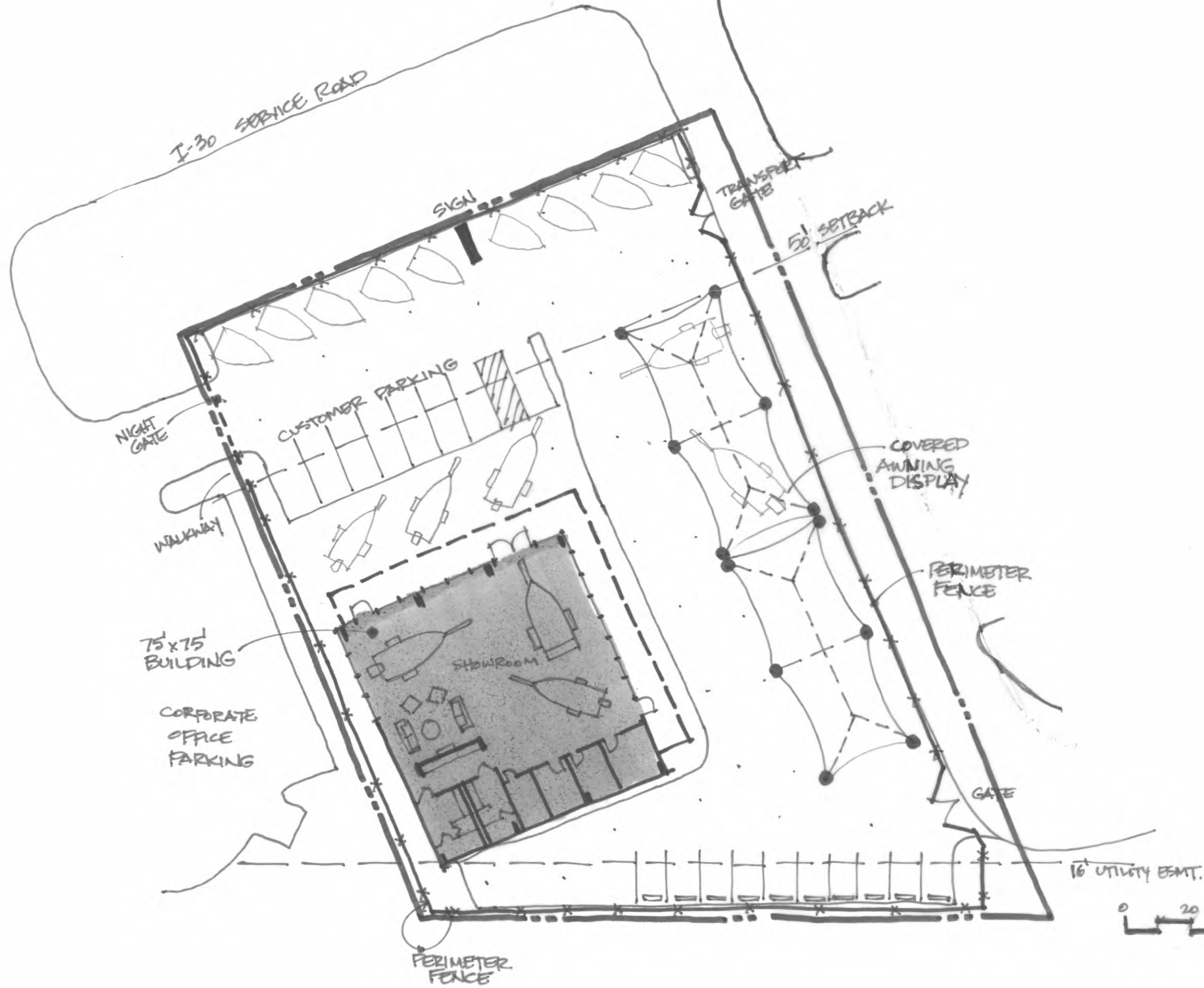


bledsoe architects
a limited liability corporation

735 Robinhood St. 71106
Shreveport, Louisiana
phone 318/219-2295 fax 318/219-2296

GREGG ORR MARINE
Texarkana, Texas

CONCEPT SITE PLAN



job no: 1431

15 SEP 2014

sheet

A

seq 1 of 1

6.4.d

P E T I T I O N

RE: CASE S-657

October 6, 2014

This Petition is filed in response to the proposed Planning & Zoning Commission hearing October 6, 2014 and City Council hearing November 10, 2014 in Texarkana, Texas; specifically regarding Gregg Orr's proposed rezoning of the property at 3911 Mall Drive, Texarkana, Texas for a " Specific Use Permit to allow boat sales with outdoor display", property located on Lot 2, Block 1, Richmond West pavilion Addition.

As the designated Owner of the land immediately south of this tract (PD-97-4), a tract which exceeds 20% of the land within 200 feet of the proposed change, I DO OBJECT to this proposed use, as this proposed signage and non-pedestrian use will be inconsistent with the nearby existing family oriented retail and both existing and currently planned residential uses and roadway plans in the area. As such, it is not the highest and best use for this critical remaining tract fronting the I-30 access road , and will be a detriment to further development plans for the area.

Also, for the record, Mr Orr through an intermediary has proposed to purchase several acres of land from us to make this proposed "boat sales operation" viable, and we do not intend to pursue this transaction, as we believe further development in this overall area needs to be pursued more comprehensively – allowing the City to pursue plans that better serve nearby pedestrian-oriented retail and residential uses.

William T. Adams

6642 Deloache Avenue

Dallas, TX 75225

214.505.3111

Attachment: Petition in opposition (1210 : Ord. No. 12014-128 S-657:: SUP for boat sales at 3911 Mall Drive)

S-657

ORDINANCE NO. 2014-128

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-657 TO ALLOW THE ONE ADDITIONAL USE OF OUTDOOR DISPLAY AND SALE OF NEW AND USED BOATS ON LOT 2, BLOCK 1, RICHMOND WEST PAVILION ADDITION, LOCATED AT 3911 MALL DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an Amendment to the Zoning Ordinance so as to grant a **Specific Use Permit** to allow the **one additional use of outdoor display and sale of new and used boats** on Lots 2, Block 1, Richmond West Pavilion Addition, located at 3911 Mall Drive, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to Zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of outdoor display and sale of new and used boats** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City;

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant **Specific Use Permit numbered S-657 for the purpose of allowing the one additional use of outdoor display and sale of new and used boats** on the following described property, to-wit: **Lot 2, Block 1, Richmond West Pavilion Addition, located at 3911 Mall Drive in the City of Texarkana, Bowie County, Texas.**

SECTION 2: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

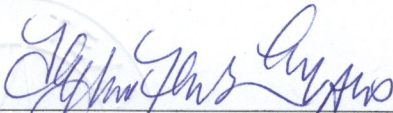
SECTION 3: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

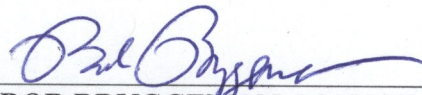
Attachment: Ord. 2014-128 signed (1210 : Ord. No. 12014-128 S-657:: SUP for boat sales at 3911 Mall Drive)

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

PASSED AND APPROVED in regular Council Session on this the **10th day of November, 2014.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:07 p.m.

Attachment: Ord. 2014-128 signed (1210 : Ord. No. 12014-128 S-657:: SUP for boat sales at 3911 Mall Drive)

City of Texarkana, Texas

Version: E

Update Date: 11/3/2014 9:12 AM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Resolution No. 2014-129 confirming and reestablishing the Building and
Standards Commission and appointing its members to current one (1) year terms
Subject: and current two (2) year terms.

Briefing: 11/10/2014 **Public Hearing:** 11/10/2014 **Second Briefing:** **Council Vote:** 11/10/2014

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Building and Standards Commission became inactive due to a pending Texas Supreme Court case, City of Dallas v. Stewart - July 1, 2011. The case has now been resolved, therefore, necessitating the reestablishment of the Building and Standards Commission and appointment of its members to a functional and current status.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

To reestablish and confirm the appointments of the members who served on the Building and Standards Commission prior to the Texas Supreme Court case, City of Dallas v. Stewart - July 1, 2011 and one new appointee to current one (1) year terms and current two (2) year terms.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. Goals and Perspectives (DOCX)
- b. (old) Building & Standards Commission Members (PDF)
- c. Res. No. 2014-129 Bldg&Stds Commission (DOC)
- d. Jim Cook resume (PDF)
- e. Reso. 2014-129 signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	10/16/2014 4:37 PM			
Public Works Department		Kyle Dooley	Review	Completed
	10/17/2014 1:03 PM			
Municipal Prosecutor	Deborah Jones	Review	Completed	10/20/2014
	9:04 AM			
Assistant City Manager		Shirley Jaster	Review	Completed
	10/24/2014 8:15 AM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	10/24/2014 8:16 AM			
City Manager	John Whitson	City Manager Review	Completed	10/24/2014
	8:35 AM			
City Council	Jennifer Evans	Meeting	Completed	10/27/2014
	6:00 PM			

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: [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:

BUILDING & STANDARDS	Corey Floyd	2/22/2010	2/22/2012	2 yr. term - unlimited	1 architect, 1 general
Currently Inactive due to TX Supreme Court case	Eddie Coe - Contractor/Bldg. Industry	11/8/2004	10/1/2008	2 yr. term - unlimited	contractor or engineer,
		4/27/2009	4/27/2011		2 from building industry,
	Dan Boyles	2/22/2010	2/22/2012	2 yr. term - unlimited	1 not from bldg. industry
Staff recommendation is to reappoint all members though role of Commission may change					Resident of Texarkana, TX
	Myron Stringer - General Contractor	11/26/2007	10/1/2009	2 yr. term - unlimited	
		10/1/2009	10/1/2011		Appointed by Council
	Betty Williams - not in Bldg. Industry	1/22/2007	10/1/2009	2 yr. term - unlimited	
		4/27/2009	4/27/2011		
Alternates	Vacant 3			2 yr. term - unlimited	
Staff recommends new appointee as alternate	Jim Cook	2/22/2010	2/22/2012		

RESOLUTION NO. 2014-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CONFIRMING AND REESTABLISHING THE BUILDING AND STANDARDS COMMISSION AND ITS MEMBERS TO CURRENT ONE (1) YEAR TERMS AND CURRENT TWO (2) YEAR TERMS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission was created by Ordinance No. 260-89 for the purpose to order the repair of substandard structures to meet code specifications, or in the alternative, to order removal of such substandard structures; and

WHEREAS, the reestablishment of the Building and Standards Commission after the resolution of a Texas Supreme Court case, City of Dallas v. Stewart - July 1, 2011, involving the process that cities use to order demolition of unsafe or substandard properties is now appropriate;

WHEREAS, city staff has contacted and confirmed the desire and willingness of the members who served on the commission prior to the Texas Supreme Court case and its resolution and one new appointee; and

WHEREAS, those members who are listed as follows: James Cook, a new appointee, and Eddie Coe, Dan Boyles, Myron Stringer, and Betty Williams, who all have previously served on this commission, shall be appointed to current one-year terms and two-year terms from the effective date of this resolution;

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

SECTION 1: That the Building and Standards Commission is hereby confirmed and reestablished to current status to carry out the purpose and duties for which it was created.

SECTION 2: That James Cook, a new appointee, and Eddie Coe, Dan Boyles, Myron Stringer, and Betty Williams, who served on the commission prior to the Texas Supreme Court case, be appointed to current one (1) year terms and current two (2) year terms.

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

PASSED AND APPROVED in Regular Council Session on this the 10th day of November, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

James L Cook
 10 Briarwood Circle
 Texarkana, Texas
 jlcook@dnmlawfirm.com

EDUCATION

Bachelor of Science 1979

University of Southern Mississippi, Hattiesburg, Mississippi

Major: Medical Technology,

Minor: Chemistry

Specialty in Blood Banking 1982

Charity Hospital of Louisiana at New Orleans New Orleans, Louisiana

Major: Certification in Specialty of Transfusion Medicine

MT(ASCP) SBB

Juris Doctorate 2001

William H. Bowen School of Law at University of Arkansas - Little Rock

- Graduated with Honors
- Selected by law school classmates for Bogle-Sharp Scholarship Award as
 "the student most likely to succeed in the practice of law"
- Served two years as student mentor for incoming students

EMPLOYMENT

LEGAL

Dunn, Nutter & Morgan, LLP - Texarkana, Texas

- Partner - January 1, 2004 - Present
- Associate Attorney - August 1, 2001 - December 31, 2003
- Law Clerk - May 1999 - August 1, 2001

HEALTHCARE**United Blood Services -Texarkana, Texas**

Center Manager OCTOBER 1993 - AUGUST 1998

Responsible for overall operations of blood procurement facility. Acted as liaison for local hospitals and community for blood supply. Maintained high standards for internal audit inspections and FDA compliance.

United Blood Services - Lubbock, Texas

Technical Director OCTOBER 1991 - OCTOBER 1993

Responsible for daily technical operations, including compliance with FDA standards, training employees, supervision of laboratory testing for transfusable blood products (primarily HIV and hepatitis testing)

Methodist Hospital - Hattiesburg, Mississippi

Director of Clinical Laboratory Services May 1983 - October 1991

Responsible for daily operations of clinical laboratory of 250 bed facility, including blood bank / transfusion service, microbiology, chemistry, hematology, coagulation / thrombosis, radioimmunoassay, urinalysis

Charity Hospital of Louisiana at New Orleans - New Orleans, Louisiana

Shift Supervisor January, 1981 - May 1983

Crossmatched blood and components for transfusion; resolved complex crossmatch compatibility problems, investigated transfusion incidents

Forrest County General Hospital - Hattiesburg, Mississippi

Staff Medical Technologist May 1979 - December 1981

Worked in both blood bank / transfusion service and microbiology

AFFILIATIONS

Admitted to Bars of both Arkansas and Texas

Admitted to practice in Federal District Courts

- Eastern and Southern Districts of Texas
- Eastern and Western Districts of Arkansas

Admitted to practice in Fifth and Eighth Circuit Courts of Appeals (Federal)

Member of American Bar Association

Member of Northeast Texas Bar Association

Member of Texarkana Bar Association

RESOLUTION NO. 2014-129

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CONFIRMING AND REESTABLISHING THE BUILDING AND STANDARDS COMMISSION AND ITS MEMBERS TO CURRENT ONE (1) YEAR TERMS AND CURRENT TWO (2) YEAR TERMS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission was created by Ordinance No. 260-89 for the purpose to order the repair of substandard structures to meet code specifications, or in the alternative, to order removal of such substandard structures; and

WHEREAS, the reestablishment of the Building and Standards Commission after the resolution of a Texas Supreme Court case, City of Dallas v. Stewart - July 1, 2011, involving the process that cities use to order demolition of unsafe or substandard properties is now appropriate;

WHEREAS, city staff has contacted and confirmed the desire and willingness of the members who served on the commission prior to the Texas Supreme Court case and its resolution and one new appointee; and

WHEREAS, those members who are listed as follows: James Cook, a new appointee, and Eddie Coe, Dan Boyles, Myron Stringer, and Betty Williams, who all have previously served on this commission, shall be appointed to current one-year terms and two-year terms from the effective date of this resolution;

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

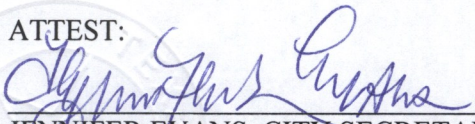
SECTION 1: That the Building and Standards Commission is hereby confirmed and reestablished to current status to carry out the purpose and duties for which it was created.

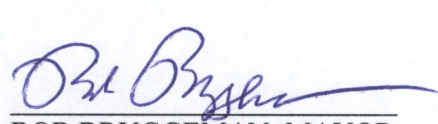
SECTION 2: That James Cook, a new appointee, and Eddie Coe, Dan Boyles, Myron Stringer, and Betty Williams, who served on the commission prior to the Texas Supreme Court case, be appointed to current one (1) year terms and current two (2) year terms.

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

PASSED AND APPROVED in Regular Council Session on this the 10th day of November, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:46 p.m.

Attachment: Reso. 2014-129 signed (1209 : Res. No. 2014-129 Reestablishing Building and Standards)

City of Texarkana, Texas

Version: H

Update Date: 10/24/2014 12:37 PM

Briefing Sheet

Lead Department: Police **Action Officer:** Michael Henry, Captain
Resolution No. 2014-131 authorizing the City Manager to enter into a municipal
lease-purchase agreement with Motorola Solutions for the purchase and
installation of a public safety communications system, to include a computer
aided dispatch system and a records management system, through an interlocal
agreement with Houston-Galveston Area Council (HGAC) in a total amount not
to exceed NINE MILLION AND NO/100 DOLLARS (\$9,000,000) and
authorizing discontinuance of appropriations for purchasing, leasing, operating,
or maintaining the current public safety radio and computer aided dispatching
system.

Subject: Public **Second** November 24, **Council**
Briefing: 11/24/2014 **Hearing:** 11/10/2014 **Briefing:** 2014 **Vote:** 12/8/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The public safety communications system for Texarkana/Bowie County is over fifteen years old and the need for replacement has reached the critical stage. Each passing day brings us closer to a complete system failure. Failure would mean the loss of communications for law enforcement, the fire department, public works, and the water department. It would also seriously hamper communications with outside agencies, such as emergency medical services and neighboring jurisdictions.

Many of the components are no longer supported in the event of failure. It cannot take advantage of the advances in technology that a new digital system can provide. Interoperability with other public safety agencies and growth for additional users is limited. It does not adequately cover Bowie County, leaving the Sheriff's Office with little radio contact in many areas of the county. If our police or fire department responds outside of the city to render mutual aid, then we would be left with poor or no radio communications. Improved and expanded coverage of the system is crucial.

The current Computer Aided Dispatch system was purchased approximately a year and a half ago. It has been plagued by numerous problems and the vendor, Tyler Public Safety, has not been able to resolve all of the issues. The system deficiencies affect both the police and fire departments and place the safety of our citizens at risk. The system was purchased on a three year plan in which the first year has been paid. It is recommended that a new CAD system be purchased, the city funding for the remaining two payments be unappropriated and the relationship with Tyler Public Safety be severed.

City of Texarkana, Texas

The police department has been using a Records Management System purchased by Bowie County a few years ago. The system was not designed for a municipal police department and does not adequately fit our needs. It does not integrate well with the City Court. It has inadequate property management. It has no alarm permit application. It has no Investigations Case Management. The lack of a proper RMS has hampered the department's efforts to move towards a paperless system.

Motorola is the provider of the current radio system and was used by the City for many years even prior to that acquisition. They have local repair technicians who have provided prompt and excellent service when the need has arisen. Motorola Solutions has an in depth knowledge of our needs and have had engineers on location to analyze our requirements. They have stated that they could begin work on replacing the network by the end of the year. When considering the critical need for immediate replacement, Motorola is in position to best fill that need.

Motorola also offers a CAD and RMS system that will fit the needs of both the police and fire departments.

Motorola Solutions has submitted bids to provide communications systems and services through Houston/Galveston Area Council of Governments Cooperative Purchasing Program, HGAC Buy. Contracting through HGAC is compliant with Texas state statutes for competitive bidding. . Motorola has submitted negotiated pricing discounts that go below HGAC pricing and that include significant incentives for purchase prior to the end of the year.

Potential Options:

- Approve the resolution as presented
- Amend the presented resolution and adopt the amended resolution
- Disapprove the resolution as presented or amended

Fiscal Implications:

The cost of the communications system, the computer aided dispatch system and the records management system will not exceed \$9,000,000.00. It is proposed that the City enter into a lease-purchase agreement for a fifteen year period with the first two years deferred.

The attached "Bowie County-Wide Texarkana, Texas P-25 Public Safety Radio System" financing plan shows the projection of public funds outlays and the relation of the outlays to potential maximum property tax rates. Three projections are presented using three combinations of financing variables.

The first projection is the worst case scenario of \$9 million costs and a 4% financing cost. The highest related property tax rate is projected to be 4.2¢ per \$100 property valuation.

The second projection is a slightly better scenario of \$9 million costs and a 3.5% financing cost. At this interest rate the highest related property tax rate is projected to be 4.08¢ per \$100 property valuation.

The third projection is again a slightly better scenario of \$8.5 million costs and a 3.7% financing cost. At this cost and interest rate the highest related property tax rate is projected to be 3.93¢ per \$100 property valuation.

City of Texarkana, Texas

Once the system is in place and fully operational other agencies throughout the county will have the opportunity to use the system. A fee schedule will be developed and recommended wherein users will pay fees related to usage of the system. The fee schedule will likely be a per radio call basis. These revenues will relieve some of the strain on the property tax rate. Therefore staff believes the projected worst-case scenarios tax rates will not fully materialize.

Staff Recommendation:

Purchase of these systems is recommended by both the Police and Fire Departments.

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. 2014-131 Public Safety Radio System (DOC)
- c. Bowie County Vision Updated (PDF)
- d. CAD Presentation for the Texarkana Police Department July 11 2014 (PDF)
- e. CAD Issues - CRC (PDF)
- f. RMS_Review CRC (PDF)
- g. FD Letter in support of radio system (PDF)
- h. Radio Financing Plan (PDF)
- i. ASTRO_25_Systems_Brochure (PDF)
- j. BCSO Letter (PDF)
- k. Communications Upgrade Council Briefing 10-2014 (PDF)

Staff Coordination

Police	Dan Shiner	Department Head Review	Completed
	10/24/2014 12:27 PM		
Public Information Officer		Lisa Thompson	PIO Review Completed
	10/24/2014 12:29 PM		
Water Utilities	Bill King	Review	Completed 10/24/2014
12:39 PM			
Parks, Recreation & Health		Robby Robertson	Review Completed
	10/24/2014 12:49 PM		
City Attorney	Jeffery C. Lewis	Review	Completed 10/24/2014
1:14 PM			
Fire Department	Eric Schlotter	Review	Completed 10/24/2014
1:30 PM			
Finance Department	Charlie Bassett	Review	Completed 10/24/2014
1:31 PM			

City of Texarkana, Texas

Assistant City Manager	Shirley Jaster	Review	Completed
10/24/2014 2:13 PM			
Public Works Department	Kyle Dooley	Review	Completed
10/24/2014 3:20 PM			
Finance Department	Jennifer Evans	Finance Review	Skipped
6:26 PM			10/27/2014
City Manager	John Whitson	City Manager Review	Completed
8:25 AM			11/03/2014
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			10/27/2014

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: High

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2014-131

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A MUNICIPAL LEASE-PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASE AND INSTALLATION OF A PUBLIC SAFETY COMMUNICATIONS SYSTEM, TO INCLUDE A COMPUTER AIDED DISPATCH SYSTEM AND A RECORDS MANAGEMENT SYSTEM, THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL (HGAC) IN A TOTAL AMOUNT NOT TO EXCEED NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00); AND AUTHORIZING DISCONTINUANCE OF APPROPRIATIONS FOR PURCHASING, LEASING, OPERATING, OR MAINTAINING THE CURRENT PUBLIC SAFETY RADIO AND COMPUTER AIDED DISPATCHING SYSTEM; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas City Council recognizes that the current public safety radio system has exceeded its end of life cycle; and

WHEREAS, the City of Texarkana, Texas City Council is aware that parts and future support are nearly nonexistent and that replacement of the system is critical; and

WHEREAS, the City of Texarkana, Texas City Council also recognizes that the current public safety computer aided dispatching and records management system lacks the capacity to meet the immediate needs of the entities it supports, and the citizens they provide emergency services to; and

WHEREAS, the reliability of these systems is an absolute necessity and in the best interest of the safety, health and welfare of the citizens; and

WHEREAS, this equipment is available through the City's membership in the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program at a substantial savings and the State law allows the City to participate in these cooperative program contracts; and

WHEREAS, Motorola Solutions through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program has submitted a price for these systems not to exceed NINE MILLION AND NO/100 DOLLARS (\$9,000,000.00); and

WHEREAS, the lease-purchase term will be fifteen years with annual payments, with the first two years deferred;

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

SECTION 1: The City Council approves the purchase of a Public Safety Radio System,

Computer Aided Dispatch System and a Records Management System from Motorola Solutions through an Interlocal Agreement with HGAC in the amount not to exceed nine million dollars and zero cents (\$9,000,000.00) and, upon completion of the purchase, authorizes discontinuing appropriations for purchasing, leasing, operating, or maintaining the current public safety radio and computer aided dispatching systems.

SECTION 2: That the City Manager be and is hereby authorized to enter into a lease purchase agreement with Motorola Solutions through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, as described hereinabove and incorporated herein.

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 December, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



INTERGOVERNMENTAL ADVISORY COMMITTEE BRIEFING

JUNE 5 2014

SAFER CITIES. THRIVING COMMUNITIES

TODAY'S AGENDA

CONTINUING OUR COMMITMENT TO IAC & BOWIE COUNTY

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio



SYSTEM HISTORY



SYSTEM USERS



DESIGN CONSIDERATIONS



RECOMMENDATIONS



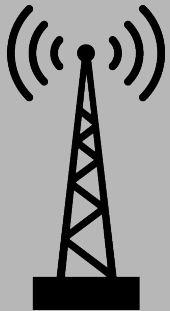
KEY COMPONENTS TO YOUR MISSION CRITICAL SYSTEM

6.6.c



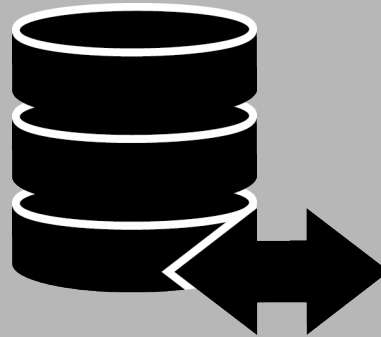
Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio

Tower Site
Equipment



End of Life in
2013
Support is
provided

Central
Controller



End of Life in
2004 and no
parts support
available

Dispatch
Console



End of Life in
2013
Support through
2013



RESEARCH AND HISTORY

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio

Researched and analysed system usage

- **System is over 15 years old**
- **Evaluated actual users needs and gaps from current use**
- **Listened to current interoperation requirements**
- **Researched site resources available in County**
- **Visited end users needs and requirements**
- **Provided analysis showing equipment lifecycles and support options.**
- **Explained methods for upgrading with zero user impact**
- **Cost consideration throughout process.**



RESEARCH AND HISTORY

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio

Findings from meeting with Radio Committee

- System is not providing sufficient coverage currently
- This system is primary mission critical radio system for the region
- All regional benefit from and use the single system due to the capability to provide direct interoperation with AWIN
- Radio Committee has been satisfied with equipment and support



RESEARCH AND HISTORY

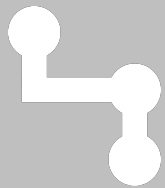
6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio

Identified Solutions and Outcomes

- Address coverage only
- Address consoles only
- Join a system of a neighbor
- Solve the problems of coverage and age through phases



IAC / BOWIE COUNTY SYSTEM USERS

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio



There are over 750 Public Safety, Public Service individuals that depend on the system today!

- ***Police***
- ***Fire***
- ***Sherriff***
- ***LifeNet***
- ***Jail***
- ***OMES***

CURRENT LIFECYCLE

6.6.c



TIME TO REACT IS NOW



IN SUMMARY: RECOMMENDATION

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio

MINIMAL UPGRADE SYSTEM CRITERIA

- Get System Supported ASAP
- Expand Coverage using Simulcast
- Ensure an effective solution now as well as for the long term

OVERALL CONSIDERATION OF COST





FINANCIAL CONSIDERATIONS

6.6.c



Attachment: Bowie County Vision Updated (1212 : Res. No. 2014-131 Public Safety Radio



Municipal Lease Purchase

- IAC has utilized the Motorola L.P. the past.
- Non Appropriation
- Flexible Terms
- No prepayment
- IAC has used before



THANK YOU

NEXT GENERATION INTEGRATED COMMAND & CONTROL

Texarkana, TX July 11, 2014



Why Motorola

- End-to-End Command Center Integration
 - NG911 Integration with CAD
 - APX GPS Integration with CAD
 - Future Console Integration with CAD
 - Real-Time Crime Center
 - Video and LTE Integration
- Leverage your Motorola Radio System Investment
- Utilize your current account team, engineers and local shop.



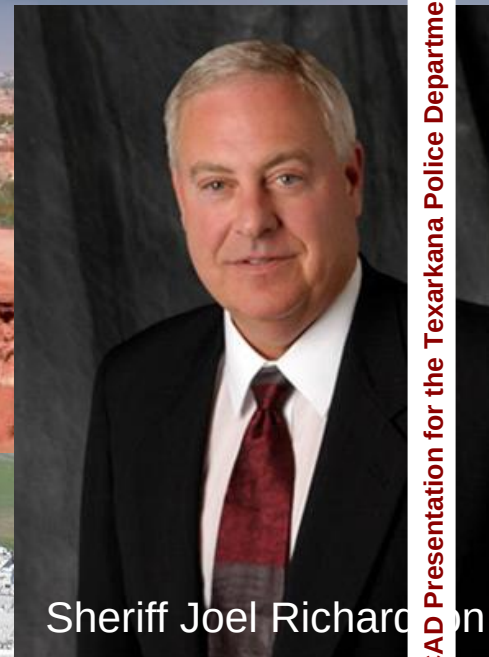
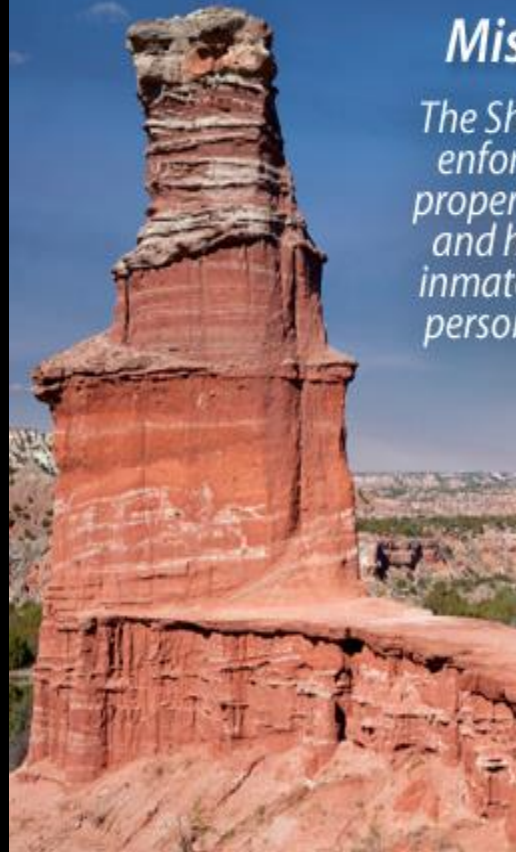
Randall County, TX

- PremierOne
 - CAD
 - Mobile
 - Mobile Video
 - Video Integration
- LTE & P2P
- MIP5000 Consoles
- Interface to 911
- Interface to Tyler Technologies for Calls for Service
- Looking to add PremierOne Records and Jail

6.6.d

Mission Statement

The Sheriff's Office mission is to enforce laws, protect life and property, to provide safe, secure and humane incarceration of inmates and to otherwise serve persons in the County in a cost effective manner.



Sheriff Joel Richardson

Randall County Sheriff's Office
9100 S. Georgia St.
Amarillo, TX 79118
(806) 468-5800

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

INTEGRATED COMMAND VISION

6.6.d

PremierOne creates a Single, Real-Time Operational View for the Texarkana Police & Fire Departments



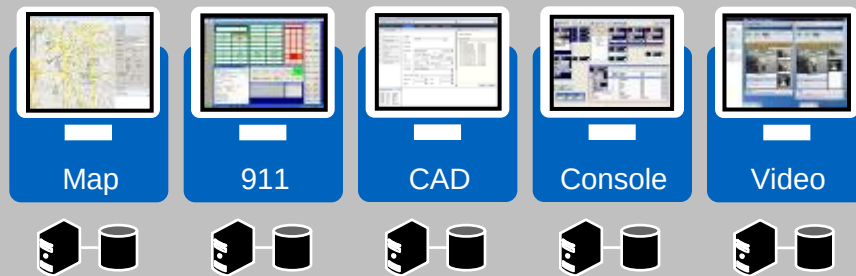
PremierOne NG 911, CAD & Mobile
PremierOne Law Records and Records Mobile
PremierOne Jail Management System
Real-Time Crime Center, Mobile Video, Mobile Office
Intelligent Data Protocol, Intelligent Data Discovery

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

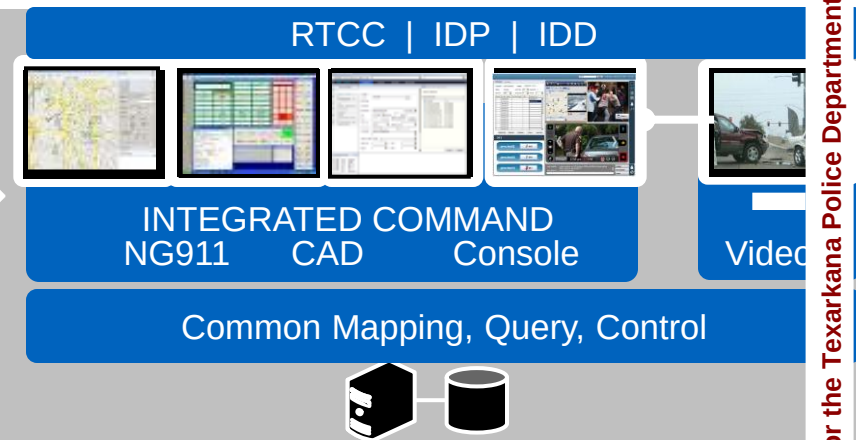
Integrated Command Vision

Today's Command Center Challenge

- Multiple discrete platforms
- Operational, performance and cost impact



Integrated Command Center



- Each with unique user interface
- Requiring its own consoles
- Separate authentication and sign-on
- Multiple geocoding systems
- Individual storage solutions
- No standardization of interfaces
- Unique, isolated mapping

- **Common user interface**
- **Unified storage & data model**
- **Fully correlated CAD, voice & video**
- **Common geocoding, time & date stamps**
- **Single sign-on authentication**
- **Common, interactive map**
- **Flexible, scalable platform**

...Driving the need for integration

Common platform allow s evolution & integration

COMMAND AND CONTROL

A MULTIMEDIA, NG9-1-1 READY PLATFORM
THAT STREAMLINES WORKFLOWS,
MAXIMIZES AWARENESS AND IMPROVES
DECISION MAKING

A close-up, slightly low-angle shot of a woman with dark hair and blue eyes, wearing a black headset with a microphone. She is looking off-camera to the right with a focused expression. She is wearing a green collared shirt under a dark jacket. The background is blurred, showing what appears to be a control room or office environment with other people and computer monitors.

COMMAND AND CONTROL

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A close-up, slightly low-angle shot of a woman with dark hair and blue eyes, wearing a black headset with a microphone. She is looking off-camera to the right with a focused expression. She is wearing a green collared shirt under a dark jacket. The background is blurred, showing what appears to be a control room or office environment with other people and computer monitors.

**CAD / MOBILE/ RECORDS /
JAIL / VIDEO INTEGRATION**



Next Generation PremierOne CAD

EFFICIENT WORKFLOW

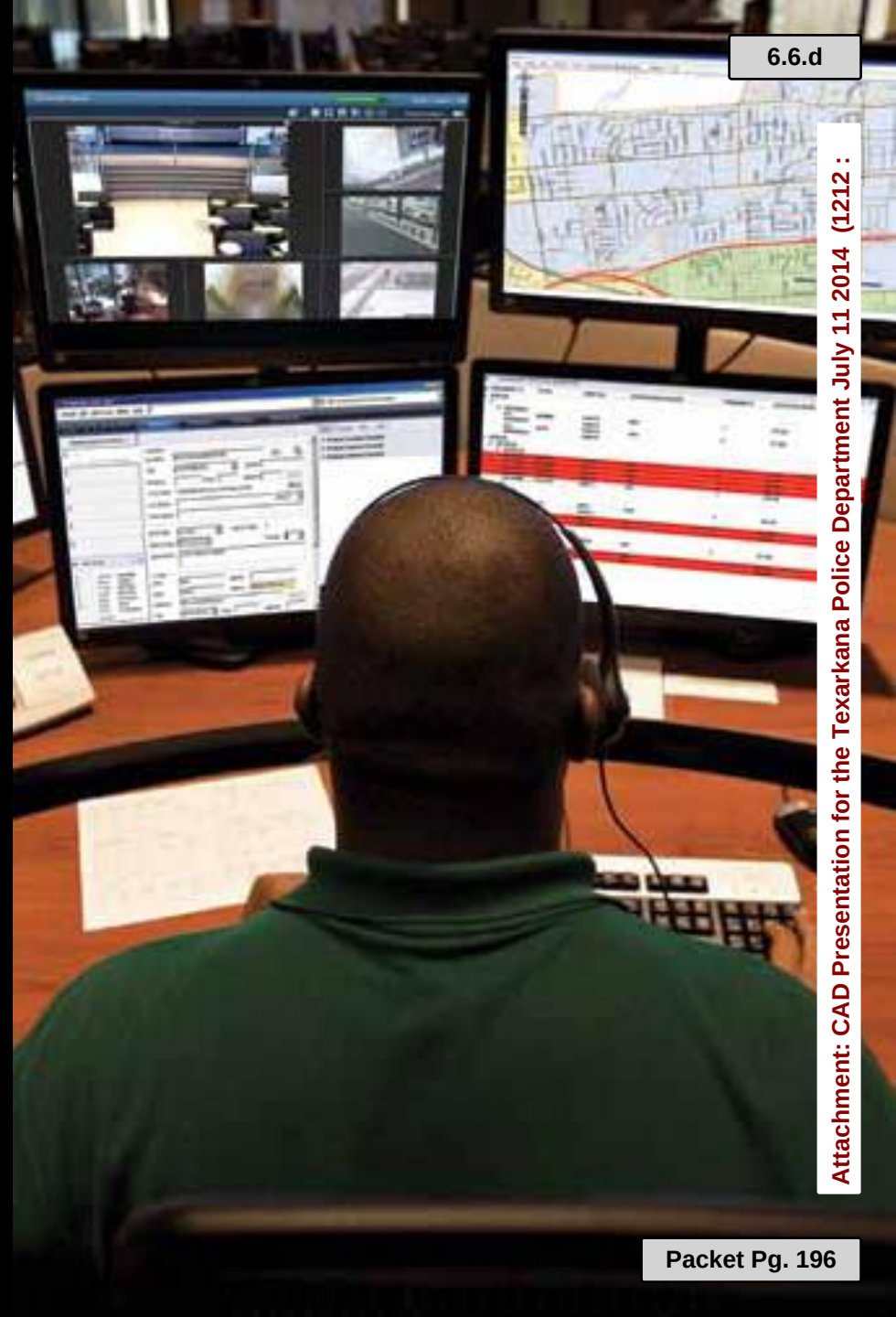
- Uninterrupted workflows, no pop-ups
- Intuitive “work assist” area
- CAD to Radio Console integration
- Intelligent agency-defined command line

SITUATIONAL AWARENESS

- Real-time video accessed from CAD map
- Send photos, video, text to field personnel
- Responder location tracking
- Automatic notifications and alerts

COORDINATED RESPONSES

- Multi-agency / multi-discipline capable
- CAD to radio advanced messaging
- Geo-routing and calculations
- Instant AVL playback



6.6.d

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

Next Generation 9-1-1 with Intrado

- Integrated NG9-1-1 call taking & CAD, and controlled by a **single keyboard and mouse**
- Integrated client platform for CAD **workflow integration**
- **Integration voice, text, photos, video, sensors, and supplemental incident info**
- **Single password/log-on** for all applications
- Streamlined keystroke usage (**Single command set usage, F-keys**)
- **Operator focus** to provide increased productivity and potential reduction in data entry errors
- **Reduced client training** – Single applications framework
- **Single service provider** - Consistent/High quality level of service within the Command/Dispatch Center.

THE MOBILE OFFICE

DELIVERING ALL THE DEPARTMENT'S
INFORMATION TO THE FIELD, ON DEMAND



SEE WHAT YOU'RE
HEADING INTO

IN VEHICLE
VIDEO STREAMING

BRING DISPATCH
INTO YOUR CAR

MOBILE COMPUTER AIDED
DISPATCH

KNOW WHO YOU'RE
DEALING WITH

AUTOMATIC LICENSE
PLATE RECOGNITION

A MOBILE OFFICE
KEEPS YOU IN THE
FIELD

IN-VEHICLE REPORTING



6.6.d



Packet Pg. 198

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

PremierOne Mobile Data

6.6.d

REDUCED COMPLEXITY

- Workflow complexity reduced to single screen touch
 - Queries
 - **One touch traffic stop**
 - Status updates: view and in route
 - Visual and voice drive directions
- **Automatic query of BOLO's**, historical & premise hazards information



SITUATIONAL AWARENESS

- Voice communications enhanced with data, images, video
- **Advanced mapping capabilities with units**
- High priority incident and emergency request notification
- Real-time multi-agency status monitors

OPERATIONAL EFFICIENCY

- Multi-agency / multi-discipline
- **Browser-based remote administration, configuration and maintenance**
- Seamless integration with Mobile Records



Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

Packet Pg. 199

RADIO & CAD Integration

Leveraging your investment

6.6.d



Messaging to Radio from CAD

Dispatch notifications to Radio from CAD

NCIC and Local RMS Queries from the field (CJIS Compliant)

BOLO's

Enhance officer safety

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

Integrating Radio GPS Into CAD and Emergency Response

6.6.d

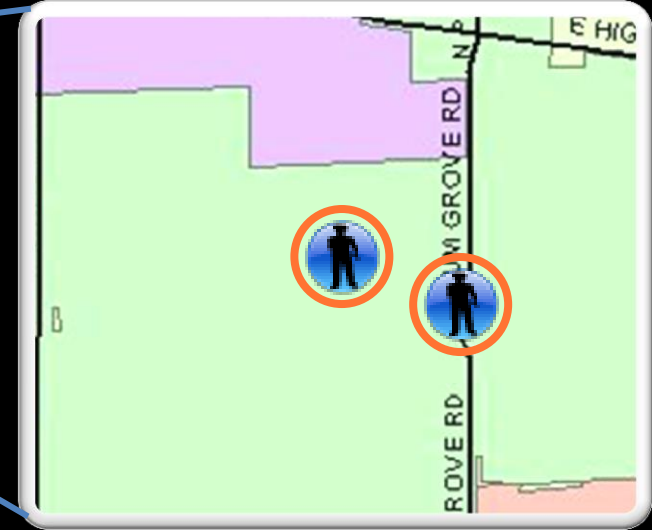


EMERGENCY ACTIVATION
OR
ON-DEMAND POLL

Last known location is
immediately provided

Current location is
retrieved and
displayed

**Changing when, how
often they are
tracked based on
incident types, SOPs**



Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

MISSION CRITICAL DATA TO THE STREET

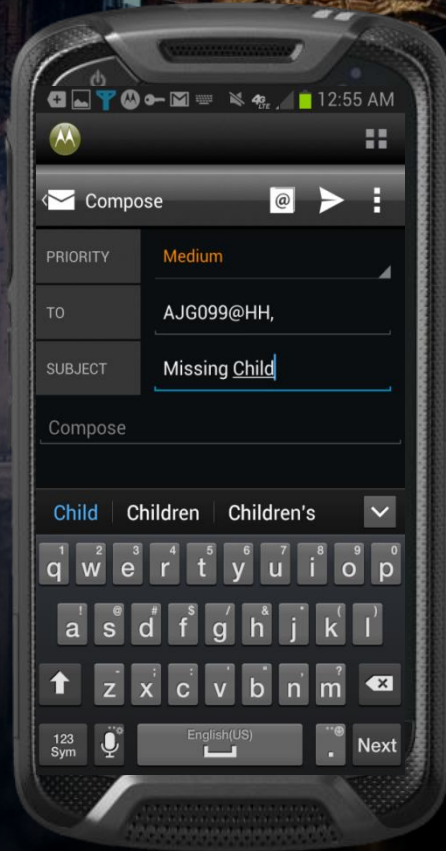
LIFE SAVING APPLICATIONS THAT HELP
YOU SEE WHAT IS FRONT, WHAT'S BEHIND
AND WHAT'S NEXT, ALL AT ONCE

QUERY AND
MESSAGING

MOBILE
DISPATCH

MAPPING
AND
NAVIGATION

DATA AND
IMAGE
CAPTURE



RESPONDER
LOCATION

ADVANCED
MESSAGING

6.6.d

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

PremierOne Records

EASE OF USE

- 40 standardized modules that make data input simple, fast and accurate
- Pre-defined, user-defined and ad hoc reporting capabilities

UNSURPASSED SECURITY

- Field-level security controls determined based on user, organization, data content, command chain, or workflow
- Digital signatures provide a non-repudiation seal
- All security controls apply to Mobile Records even in disconnected mode

OPERATIONAL EFFICIENCY

- Create agency-specific modules with the Advanced Configuration Tool
- Create and update reports with Mobile client while in disconnected mode
- Centralized data repository allowing multi-agency access





Leveraging Radio Investment MCC7500 & CAD Integration

QUICKLY ACCESS KEY CONSOLE FUNCTIONALITY DIRECTLY WITHIN CAD

GAIN GREATER EFFICIENCY

- PUSH-TO-TALK (PTT) ID
- MULTI-CHANNEL SELECT
- CHANNELS IN GROUP LIST
- PRIORITY TRANSMIT
- EMERGENCY STATUS ID
- CHANNEL REQUEST
- LOADING & OPENING MULTI-SELECTIONS
- CLOSING MULTI-SELECTIONS





PremierOne Handheld

Street Ready Application that Enhances Safety, Productivity and Collaboration



**REAL TIME
INTELLIGENCE**



**ROUTINE
TASKS**



**INCIDENT
RESPONSE**

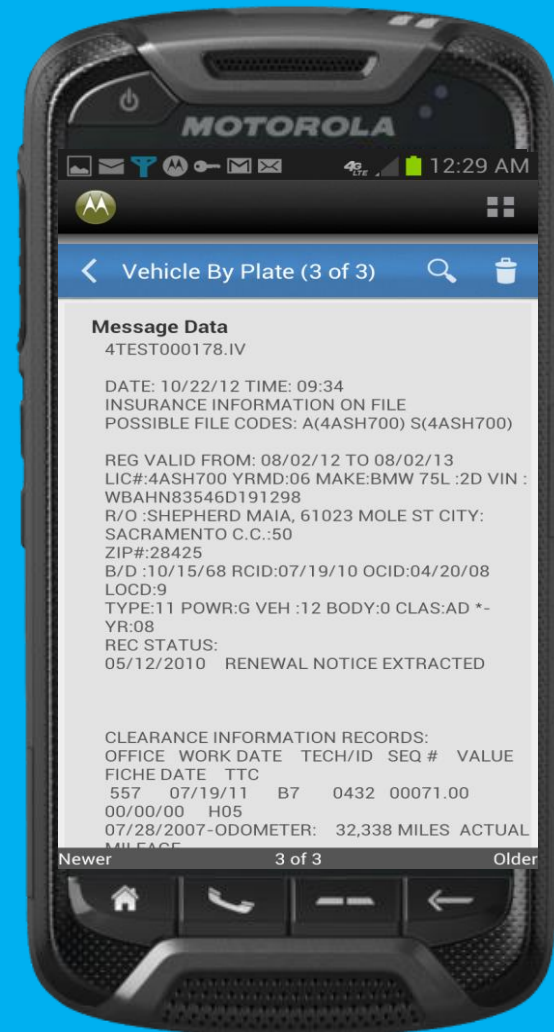
KNOW WHO AND WHAT YOU ARE DEALING WITH, IN REAL TIME

Run NCIC / NLETS / State and BOLO database queries:

- People by Name or Driver's License
- Vehicles by Plate or Vin
- Boats by Hull Number
- Articles by Serial Number
- Guns by Serial Number

List of query responses from multiple responses

Single click to details of an individual response



6.6.d



Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

Release 1.0

Packet Pg. 206

REAL – TIME CRIME CONSOLE

Integrating CAD, Video, Radio Dispatch and Messaging

The screenshot displays the Motorola Multimedia Console interface, which integrates various emergency services data. The top section features a map view of a city area with a red circle highlighting a specific location. Below the map is a table of incident data. To the right, there are video feeds from different cameras. At the bottom, there are sections for incident details and a push-to-talk status monitor.

Incident Data Table:

INCIDENT #	INCIDENT TYPE	PRI	LOCATION	LOCATION DESCRIPTION
SP-00001240	ABDN VEH	3	1800 DALE	
SP-00001239	GUN	1	1821 COOK	
SP-00001238	ACCIDENT	2	1800 FRONT	
SP-00001237	HOMICIDE	1	200 FARRINGTON	WALMART
SP-00001236	WEAPON	3	1400 MARSHALL	
SP-00001235	SUSPER	1	2284 N OXFORD	REGIONS HOSPITAL
SP-00001234	CALL TIMER	1	1250 FARRINGTON	PEP BOYS
SP-00001233	ALARM	2	1418 MILTON	ELK'S CLUB
SP-00001232	PROWL	4	2209 W. JESSAMINE	

Incident Details:

UNITS	ATTACHMENTS	CAMERAS	COMMENTS
U001	SUSPECT 2	U001	2/8/2013 9:01:28 AM
		U010	
		U015	
		728 FRONT	

Push to Talk Status Monitor:

DEVICE ID	UNIT	PERSONNEL	TALK GROUP	TIME
U002	ZCS3		TG-1-Police	10:03 AM
U002	ZCS3		TG-1-Police	10:03 AM
U002	ZCS3		TG-1-Police	10:03 AM
U002	ZCS3		TG-1-Police	10:03 AM
U005	SCB3		10-7-Dispatch	10:03 AM
U005	SCB3		10-7-Dispatch	10:03 AM
U005	SCB3		10-7-Dispatch	10:03 AM

Attachment: CAD Presentation for the Texarkana Police Department July 11 2014 (1212 :

Why Motorola

- Next Gen ready solutions
- Leverage existing Radio investment
- End to End Emergency Response
- Trusted Technology Integrator/ Partner for Radio NG911, Consoles, Public Safety Solutions, Proactive Policing, Field devices.



KEEPING THEM SAFE, HELPING THEM DO THEIR JOB BETTER

BUILDING A SAFER COMMUNITY

THANK YOU





Central Records and Communications

6.6.e

TEXARKANA POLICE DEPT / TEXARKANA FIRE DEPT
BOWIE COUNTY SHERIFF'S OFFICE
100 N. STATELINE AVENUE, BOX 15
TEXARKANA, TEXAS/ARKANSAS 75501-5666
Phone: 903-798-3181 FAX: 903-793-3664
Lieutenant Kevin Sanders, Manager

TO: Michael Henry, Captain - TTPD
FROM: Ryan Durham, Information Service Manager - CRC
REF: CAD Issues
DATE: 10/22/2014

We have experienced several issues with the Tyler Public Safety CAD system since going live in March 2013. In 2012 we were notified by Tyler that our previous CAD system would not work with the new Odyssey system without a complete system overhaul. This, combined with several other issues, led us to search for a new CAD system. With limited time, we reviewed three different CAD vendors and ultimately picked Tyler based off of compatibility, price, and their assurances that the product would work in our environment.

From go-live to present day, we have experienced many issues directly related to the products inability to remain stable at our call volume level and with dispatch configuration.

Yesterday, Tyler installed a recently created patch that is supposed to address some of the issues noted below. However, as these recurring issues do not occur consistently it will likely be several weeks before we can determine if the listed issues marked "Under Review" have been resolved. Although, we do already know that the patch did not remedy the disappearing call comments issue as it occurred several times yesterday evening after the patch. We also know that ACIC is still not functioning in the mobiles as well.

- **Automatic Mutual Aid Response** – Despite many implementation hours dedicated towards mutual aid, Tyler was unable to make it work. We may have a solution to work around this deficiency but it requires rebuilding a good portion of the unit allocation.
- **Disappearing Calls** – In a recent development, open calls have disappeared while the system was under heavy call load. Once we hit 60 open calls dispatch noticed calls missing.
- **Comments Missing** – Comments that were entered into a call sometimes disappear.
- **Multiple Unit Assignments to the Same Call (Under Review)** – If two dispatchers add units to a call at the same time only some of units are successfully assigned. For example, if you have five fire trucks being assigned to a call by one dispatch and another dispatcher adds a police unit, the fire units do not get placed on the call. This affects safety, accountability, and response time.
- **LETs Issues (State Returns)** – The CAD system lacks the capability to perform State lookups from both the Arkansas and Texas system. Tyler has confirmed that it will not work in Dispatch, but has taken steps to make it work in the mobiles. We recently attempted to bring both systems online and it still did not work and exhibited the same problems we had at Go-live.

Attachment: CAD Issues - CRC (1212 : Res. No. 2014-131 Public Safety Radio System)



- **Warrant Issues** – Part of the integration with Tyler products was the ability for Officers and Dispatch to use one product to perform warrant lookups. This was to be accomplished using a product called “Combined Search” and in the future a new product called “One Search”. We have never implemented Combined Search in production, because it does not consistently returns all the active warrants we have in our systems. We have reported the issue several times and after each fix that has been released it still fails our QA testing. The new product One Search has been delayed with no concrete release date. Currently Dispatch has to check three different systems in order to verify a person’s warrant status. This increased the amount of time an officer has to wait for information while on a traffic stop.
- **Unit Allocation (Under Review)** – We have several examples where everything was correct on our end but CAD did not recommend a proper response. You can put a test call in after the miss-allocation and it provides the correct response. This has resulted in fire units that were further way being sent when there were available units closer to the area. Although this was manually corrected when possible, there were times we didn’t catch it until units were already enroute.
- **Unit Allocation (Under Review)** – We have several examples where the CAD system recommends the correct units, makes them unavailable, but fails to place the units on the call. When this occurs the dispatcher has to manually make the units available again and re-perform the unit allocation steps.
- **Wrecker rotation** – The system does not reliably rotate through wreckers. After several updates and attempts to implement, we have moved back to an old system we had in place for tracking rotations.
- **Stability and Setup (Under Review)** – The CAD system is not stable at higher call loads. While it has gotten better, we still experience erratic behavior when the calls increase. We also experience sluggish response from the system in the dispatch and mobile client.
 - Units not being placed on call when doing unit allocation
 - Dispatchers cannot assign units to a call at the same time without there being an issue
 - Units not being placed on traffic stops – Call is entered as pending and
 - 3 to 4 tries to place unit on call
 - Units being shown available and queued to calls at the same time
 - Chat, mapping, and unit filtering does not work for some users
 - Screen refresh causes units to be placed on wrong calls, incorrect case numbers to be assigned
 - When call volume increases, dispatch frequently receives the message, “loading records please wait.”
 - When dispatchers are trying to place units on the same call, at the same time (fire and PD for example) they receive this message, “Another user has already merged this record.” This occurs even though it is two different dispatchers, units, and consoles.
- **Mobile Cad Issues** - Caller phone number and name do not show up in mobile CAD. To work around this Dispatch manually adds the information to the call notes so the officer in the field will have access to it.



There are several other less critical issues not noted in this memo, but this does cover the major issues we have been working with Tyler to resolve. To Tyler's credit, their support staff and developers have worked hard to improve the product based off our issues and feedback and have improved the product from where it was when we first went live. Unfortunately, there are still critical issues, including officer safety and liability incurring problems, which remain. We have also noticed a lack of quality assurance where the patches intended to fix some issues create issues in other areas. Furthermore, we have also noticed Tyler continues to add some enhancements that benefit their smaller client agencies, the bulk of their customer base, have caused problems for us with our size and call volume.



Central Records and Communications

6.6.f

TEXARKANA POLICE DEPT / TEXARKANA FIRE DEPT
BOWIE COUNTY SHERIFF'S OFFICE
100 N. STATELINE AVENUE, BOX 15
TEXARKANA, TEXAS/ARKANSAS 75501-5666
Phone: 903-798-3181 FAX: 903-793-3664
Lieutenant Kevin Sanders, Manager

TO: Michael Henry, Captain – TTPD

FROM: Ryan Durham, Information Services Manager – CRC

REF: RMS Issues

DATE: 10/22/2013

In 2000 the International Association of Chiefs of Police (IACP) performed an efficiency study on Central Records. In this study they concluded:

“The current RMS, part of a larger county and court system, is not well positioned to satisfy agency needs. The law enforcement module suffers from key deficiencies that make it difficult to adequately meet the future needs of BIC’s clients”

The records management system (RMS) the report refers to is Tyler TSG which is the precursor to Tyler Odyssey. The Tyler Odyssey system, in most respects, is an updated clone of TSG and suffers the same deficiencies as its predecessor.

While TTPD is progressive operationally and administratively, it has fallen behind from a technological perspective. Many of the current manual processes have been in place since the early 1990’s and are inefficient by today’s standard. The reliance on the county provided software, while cost effective from a budgetary standpoint, has created many inefficient manual processes. These processes create soft costs that impact work efficiency, increase errors, and hinder the ability to gather actionable information in a timely manner. All manual paperwork driven processes could and should be automated through a municipal oriented RMS system with the necessary interfaces created to eliminate duplicate entry. Although these issues evolved over time, they have become more critical as demand for services have increased and budgets have decreased.

After reviewing several municipal RMS products, I have determined that Odyssey lacks the following functionality that is common with municipal RMS packages:

- **Alarm Permit Tracking/Billing** – Odyssey does not have a module track alarm permits. Currently TTPD uses an in house system that is not available for officers in the field. Having this functionality would be a valuable resource in the field and reduce the time spent search for owner contact information.
- **CID Case Management** – Odyssey does not have the ability to efficiently track cases that are managed by CID. Solvability, classification, case work load, case status, assignment, and general management are not available in Odyssey. Currently, case management is handled manually via a paper trail.

Attachment: RMS_Review CRC (1212 : Res. No. 2014-131 Public Safety Radio System)



- **Property Management** – Odyssey does have the ability to log property into the system but does not have sufficient means to track location/status. It also lacks basic and chain of custody reporting required to efficiently manage property.
- **Citations** – Odyssey does not have a module for citations. TTPD currently writes paper tickets which are then manually entered into the court system. Once entered, the PD no longer has access to those tickets and has to request information on final disposition (outcome) from the court.
- **Use of force management** – Odyssey lacks the ability to track use of force statistics. TTPD currently uses a 3rd party system.
- **Intelligence tracking** – The system is not capable of tracking or searching information that could be valuable to law enforcement.
- **Sex Offender Registration** – Odyssey has the ability to note whether a person is a sex offender but does not provide a way to determine level of risk or the original conviction that led to sex offender registration.
- **Racial Profiling Reports** – Odyssey does not provide reporting for racial profile statistics. These reports are required by the State of Texas and are currently tabulated manually. This is inefficient and time consuming, leaving opportunity for serious error.
- **Impound Tracking** – Odyssey does not have a method to track impounds. TPS CAD has the ability track impounds through the wrecker module. However, the wrecker module does not function properly and Tyler thus far has been unable to resolve this issue. Impounds are currently tracked using an in house system.
- **Reporting** – Odyssey does an acceptable job gathering information but lacks statistical analysis and reporting that would be beneficial for an agency the size of TTPD. Currently most reporting is generated manually and there is a time delay in getting much needed statistical information.

In conclusion, I recommend the TTPD move forward with much needed modernization and take advantage of discounts available by combining the CAD/RMS purchase with the current radio project. Doing so will greatly increase efficiency and situational awareness of TTPD.



Texarkana, Texas Fire Department

220 Texas Boulevard, Texarkana, Texas 75501

(903) 798-3994 • fax (903) 793-4731

October 23, 2014

RE: Resolution #2014-131

The two-way radio system is the primary communications platform for the fire department. The radio system serves two vital roles within the fire department. First, the radio system serves as the primary means for dispatching resources to an emergency. Second, other than face to face communication, two-way radios are the only means of communication between units while responding to and operating at emergency scenes.

The Texarkana, Texas Fire Department relies on the Bi-State Central Records and Communications department (CRC) for dispatching services. CRC utilizes an existing radio system that has far exceeded its expected life expectancy. The radio system has experienced failures in the past and in particular one recent failure severely impaired the fire departments ability to communicate. During this failure we experienced increased response times and were forced to operate on emergency scenes with an extremely limited ability to communicate. This failure clearly presented a safety threat to the public as well as responders.

In addition to the radio system the fire department is highly dependent on the Computer Aided Dispatching system (CAD). The CAD system is a software package that aids dispatchers in allocating appropriate resources to a call for service based on a predetermined protocol. The current CAD system, while new in comparison to the aging radio system, has experienced several failures and has limitations which impede the efficient delivery of emergency services.

Another advantage of the proposed new radio system is the integration of a fire station alerting system. Currently, the fire department is operating with a system that is not designed to alert fire stations, has no redundancy, and is limited in functionality. The alerting system in use today was put in place when our previous toning system failed and could not be repaired. The implementation of the proposed fire station alerting system would far exceed the abilities of the current system and would provide a stable platform going into the future.

The existing fleet of portable and mobile radios in use today in the fire department is comprised of several different brands with several different ages with the newest radio being approximately 8 years old. The aging fleet coupled with the assortment of models creates issues within in the department. The replacement of the portable and mobile radios would provide standardization of equipment and also refresh an aging fleet of radios.

Bowie County-Wide Texarkana, Texas P-25 Public Safety Radio System								
Principal	\$ 9,000,000	Table represents an estimation of costs and property tax rate required to support the associated debt service and annual maintenance costs. The estimation does not consider any user fee revenue expected from other agencies who join and use the system.						
Interest Rate	4.00%							
Periods	15							
Payments	\$809,470							
		Tax Base Projection	Percent of 1-Cent Revenue	Effective 1-Cent Tax Revenue	Annual Debt Service	Annual Maintenance Cost	Total Annual Cost	Property Tax Rate to Support
Installation Year	2015	\$ 2,368,239,054	95.00%					
Deferred	2016	\$ 2,386,000,847	95.00%					
Payment Begins	2017	\$ 2,403,895,853	95.00%	\$ 228,370	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0420
Payment	2018	\$ 2,421,925,072	95.00%	\$ 230,083	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0417
Payment	2019	\$ 2,440,089,510	95.00%	\$ 231,809	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0414
Payment	2020	\$ 2,458,390,182	95.00%	\$ 233,547	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0411
Payment	2021	\$ 2,476,828,108	95.00%	\$ 235,299	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0408
Payment	2022	\$ 2,495,404,319	95.00%	\$ 237,063	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0405
Payment	2023	\$ 2,514,119,851	95.00%	\$ 238,841	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0402
Payment	2024	\$ 2,532,975,750	95.00%	\$ 240,633	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0399
Payment	2025	\$ 2,551,973,068	95.00%	\$ 242,437	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0396
Payment	2026	\$ 2,571,112,866	95.00%	\$ 244,256	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0393
Payment	2027	\$ 2,590,396,213	95.00%	\$ 246,088	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0390
Payment	2028	\$ 2,609,824,184	95.00%	\$ 247,933	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0387
Payment	2029	\$ 2,629,397,866	95.00%	\$ 249,793	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0384
Payment	2030	\$ 2,649,118,350	95.00%	\$ 251,666	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0381
Payment 15	2031	\$ 2,668,986,737	95.00%	\$ 253,554	\$ 809,470	\$ 150,000	\$ 959,470	\$ 0.0378

Bowie County-Wide Texarkana, Texas P-25 Public Safety Radio System								
Principal	\$ 9,000,000	Table represents an estimation of costs and property tax rate required to support the associated debt service and annual maintenance costs. The estimation does not consider any user fee revenue expected from other agencies who join and use the system.						
Interest Rate	3.50%							
Periods	15							
Payments	\$781,426							
		Tax Base Projection	Percent of 1-Cent Revenue	Effective 1-Cent Tax Revenue	Annual Debt Service	Annual Maintenance Cost	Total Annual Cost	Property Tax Rate to Support
Installation Year	2015	\$ 2,368,239,054	95.00%					
Deferred	2016	\$ 2,386,000,847	95.00%					
Payment Begins	2017	\$ 2,403,895,853	95.00%	\$ 228,370	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0408
Payment	2018	\$ 2,421,925,072	95.00%	\$ 230,083	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0405
Payment	2019	\$ 2,440,089,510	95.00%	\$ 231,809	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0402
Payment	2020	\$ 2,458,390,182	95.00%	\$ 233,547	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0399
Payment	2021	\$ 2,476,828,108	95.00%	\$ 235,299	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0396
Payment	2022	\$ 2,495,404,319	95.00%	\$ 237,063	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0393
Payment	2023	\$ 2,514,119,851	95.00%	\$ 238,841	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0390
Payment	2024	\$ 2,532,975,750	95.00%	\$ 240,633	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0387
Payment	2025	\$ 2,551,973,068	95.00%	\$ 242,437	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0384
Payment	2026	\$ 2,571,112,866	95.00%	\$ 244,256	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0381
Payment	2027	\$ 2,590,396,213	95.00%	\$ 246,088	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0378
Payment	2028	\$ 2,609,824,184	95.00%	\$ 247,933	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0376
Payment	2029	\$ 2,629,397,866	95.00%	\$ 249,793	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0373
Payment	2030	\$ 2,649,118,350	95.00%	\$ 251,666	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0370
Payment 15	2031	\$ 2,668,986,737	95.00%	\$ 253,554	\$ 781,426	\$ 150,000	\$ 931,426	\$ 0.0367

Bowie County-Wide Texarkana, Texas P-25 Public Safety Radio System								
Principal	\$ 8,500,000	Table represents an estimation of costs and property tax rate required to support the associated debt service and annual maintenance costs. The estimation does not consider any user fee revenue expected from other agencies who join and use the system.						
Interest Rate	3.70%							
Periods	15							
Payments	\$748,549							
		Tax Base Projection	Percent of 1-Cent Revenue	Effective 1-Cent Tax Revenue	Annual Debt Service	Annual Maintenance Cost	Total Annual Cost	Property Tax Rate to Support
Installation Year	2015	\$ 2,368,239,054	95.00%					
Deferred	2016	\$ 2,386,000,847	95.00%					
Payment Begins	2017	\$ 2,403,895,853	95.00%	\$ 228,370	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0393
Payment	2018	\$ 2,421,925,072	95.00%	\$ 230,083	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0391
Payment	2019	\$ 2,440,089,510	95.00%	\$ 231,809	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0388
Payment	2020	\$ 2,458,390,182	95.00%	\$ 233,547	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0385
Payment	2021	\$ 2,476,828,108	95.00%	\$ 235,299	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0382
Payment	2022	\$ 2,495,404,319	95.00%	\$ 237,063	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0379
Payment	2023	\$ 2,514,119,851	95.00%	\$ 238,841	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0376
Payment	2024	\$ 2,532,975,750	95.00%	\$ 240,633	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0373
Payment	2025	\$ 2,551,973,068	95.00%	\$ 242,437	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0371
Payment	2026	\$ 2,571,112,866	95.00%	\$ 244,256	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0368
Payment	2027	\$ 2,590,396,213	95.00%	\$ 246,088	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0365
Payment	2028	\$ 2,609,824,184	95.00%	\$ 247,933	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0362
Payment	2029	\$ 2,629,397,866	95.00%	\$ 249,793	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0360
Payment	2030	\$ 2,649,118,350	95.00%	\$ 251,666	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0357
Payment 15	2031	\$ 2,668,986,737	95.00%	\$ 253,554	\$ 748,549	\$ 150,000	\$ 898,549	\$ 0.0354

Principal	\$ 9,000,000	\$ 9,000,000	\$ 8,500,000
Interest Rate	4.00%	3.50%	3.70%
Periods	15	15	15
Payments	\$809,470	\$781,426	\$748,549
Estimated Supported Tax Rates			
2017	\$ 0.0420	\$ 0.0408	\$ 0.0393
2018	\$ 0.0417	\$ 0.0405	\$ 0.0391
2019	\$ 0.0414	\$ 0.0402	\$ 0.0388
2020	\$ 0.0411	\$ 0.0399	\$ 0.0385
2021	\$ 0.0408	\$ 0.0396	\$ 0.0382
2022	\$ 0.0405	\$ 0.0393	\$ 0.0379
2023	\$ 0.0402	\$ 0.0390	\$ 0.0376
2024	\$ 0.0399	\$ 0.0387	\$ 0.0373
2025	\$ 0.0396	\$ 0.0384	\$ 0.0371
2026	\$ 0.0393	\$ 0.0381	\$ 0.0368
2027	\$ 0.0390	\$ 0.0378	\$ 0.0365
2028	\$ 0.0387	\$ 0.0376	\$ 0.0362
2029	\$ 0.0384	\$ 0.0373	\$ 0.0360
2030	\$ 0.0381	\$ 0.0370	\$ 0.0357
2031	\$ 0.0378	\$ 0.0367	\$ 0.0354



THE RIGHT CHOICE FOR TODAY IS THE SMART CHOICE FOR TOMORROW ASTRO® 25 SYSTEMS





WHEN LIVES ARE AT STAKE.

RELY ON THE SYSTEM TRUSTED BY OVER A MILLION FIRST RESPONDERS EVERYDAY.

Around the world men and women, who protect our communities, put their lives at risk to make our lives safe. Whether running into a burning building, pursuing a speeding car or knocking on the door of a domestic disturbance, they need the confidence that there is a system behind them that will provide the help needed.

With over 750 ASTRO 25 systems and thousands of conventional sites, two million users rely on a Motorola radio for daily communications as well as emergency response in the most demanding situations.

With uncompromising real-world performance and legendary Motorola reliability, the ASTRO 25 solution continues to evolve, adding practical innovations and performance-driven capabilities that enable public safety agencies to protect the communities they work in and support neighboring communities through interoperability.

IMMEDIATE AND ASSURED VOICE IN AN EMERGENCY

Because critical incidents often require a large number of first responders, the radio system must have the capacity to handle heavy call volumes. Public safety agencies need to know their voice communications will not have to compete with consumers or other non-mission critical data traffic. The ASTRO 25 system is a dedicated communication system that can help ensure voice and data services will be available in times of emergency and peak demand. With the ability to allocate channels between voice and data as needed, ASTRO 25 supports more users, more calls and more information on the same spectrum.

ACCESSIBILITY IN CHALLENGING ENVIRONMENTS

When an officer is dispatched, he needs to be prepared and that includes his communications. Environments such as tunnels, high rise buildings and sub-basements can create unique challenges for wireless communications. An ASTRO 25 system has been optimized for the most challenging urban environments. Our field engineering team can design a system to meet your coverage requirements with solutions such as simulcast sites to minimize interference in specific environments, helping to ensure that calls get through.

RELIABLE VOICE AND DATA INTEGRATED AS ONE

Optimized for the rigorous demands of public safety agencies, ASTRO 25 provides reliable, always available communications. For example, in an emergency involving multiple agencies, first responders can share voice and data communication among their teams. Plus, centralized command and control can deploy resources efficiently, maintain communication security and track personnel.

STANDARDS-BASED PROJECT 25 INTEROPERABILITY

ASTRO 25 is a Project 25 (P25) standards-based system giving state, local and federal agencies the confidence that interoperability between multiple agencies and jurisdictions is achievable. Linking multiple P25 systems together with the P25 ISSI standard allows agencies to establish interoperability across multiple networks. A vibrant standard, P25 is endorsed by organizations around the world, and continues to evolve with the improved spectrum efficiency of P25 TDMA.



GETTING A PRACTICAL AND RELIABLE SOLUTION, **NOW AND IN THE FUTURE**

As your agency looks to expand mission critical communication capabilities, you must consider how the system will perform in the most challenging situations. In addition, you have to consider future needs and how to maximize any investments for the long term.

AVAILABILITY FOR THE MOST GRUELING ENVIRONMENTS

First responders must work in adverse conditions, such as an approaching hurricane, traffic lights out or a multi-building fire. Communications are often the only lifeline, so systems must be intuitive and always available. From built-in resiliency and redundancy to new capabilities that can allow the system to automatically switch, in case of catastrophic loss, to a geographically separated ASTRO 25 core to maintain system operation, the ASTRO 25 system has been designed to help ensure it is always available for public safety agencies.

FLEXIBLE RADIO ACCESS

When the communication system is needed, it must provide the required access. ASTRO 25 is a very flexible voice and data platform that allows agencies to use conventional, trunking, simulcast and dedicated data – all on one integrated system. With its support of multiband (VHF, UHF, 700 MHz, 800 MHz and 900 MHz), ASTRO 25 also allows multiple agencies to share one network. And it's easy to add capabilities such as P25 TDMA with software-definable equipment.

INTEROPERABILITY WITH MULTIPLE AGENCIES

When an incident demands a coordinated response, the first responder wants to be able to communicate with the right set of resources to get the job done. ASTRO 25 enables seamless communications with other agencies and jurisdictions using P25 systems. With agency partitioning, agencies can share an ASTRO 25 system to save costs and improve interoperability, yet manage and maintain control over their own resources. The modular platform allows an existing SMARTNET® or SmartZone™ system to be leveraged while building out an ASTRO 25 system. Plus, subscriber radios can work across multiple bands and multiple digital and analog systems from conventional to SMARTNET and SmartZone to ASTRO 25 for true interoperability.

CONSTANT CONTACT AND CONTROL

Command operations are a critical cornerstone to any public safety operations. As a dispatcher coordinates response to an incident, the system must be intuitive and easy to use. The MCC 7500 and MCC 7100 IP Dispatch Consoles are robust solutions that deliver mission critical functionality: emergency calls that are prioritized no matter how busy the network; high quality audio even with high traffic loads; calls set in a fraction of a second regardless of system size and true end-to-end encryption.



YOUR RADIO HAS ONE JOB TO DO KEEP YOU SAFE

IN AN EMERGENCY OTHER FIRST RESPONDERS MAY BE TEN FEET AWAY OR TEN MILES AWAY. WHEN EVERY SECOND COUNTS, PUBLIC SAFETY AGENCIES NEED A RADIO THEY CAN RELY ON TO GET THE JOB DONE.



Working with public safety communities around the world, we have redefined safety in two-way radio communications. Understanding how first responders operate radios under stress and in harsh environments is a science we pioneered, and this science of high velocity human factors plays a pivotal role in the way we design radios. The result is the APX™ series of radios; designed with the user in mind – from the rugged, easy-to-operate controls, to the loudest, clearest audio, to Integrated Voice and Data and mission critical features – APX radios keep your personnel and the community safe.

TODAY.

ACCESS TO REAL-TIME INFORMATION

Officers need to be out in the community with access to information that will help them to do their jobs better, while responding to the needs of the community. ASTRO 25 dedicated data systems allow officers to receive critical information in real time, complete routine reports, access databases and much more.

In addition to voice communications, a lifeline for first responder, the ASTRO 25 system can provide a P25 standards-based Integrated Voice and Data system, Enhanced Data functionality, plus a dedicated data-only network. A dedicated HPD data network can be installed as a stand alone ASTRO 25 system or integrated into a voice and data system providing more capacity for data applications.

- ASTRO 25 Integrated Voice and Data systems and applications can help you improve safety, productivity and efficiency.
- Enabled by GPS technology, the location of remote personnel can be quickly identified, providing faster response to an incident and improved officer safety.
- Dispatchers and mobile users can easily send and receive text messages, providing a valuable tool in maintaining communication in any environment.
- Radios can remain in the field where officers need them, while receiving critical or routine programming updates over the air.
- With an open software platform, you can add the applications you require such as field reporting, database look-ups, Be On the Look Out (BOLO) broadcast messages, license plate checks and more.



TOMORROW.

THE NEXT GENERATION OF PUBLIC SAFETY

At the heart of every mission is the ability to communicate in an instant each and every time to coordinate response and protect lives. The starting point for any public safety communications, the ASTRO 25 system is uniquely designed to deliver uncompromising voice services and provide a lifeline to the first responders. As your agency moves to the future, Motorola will stand by your side building the next generation of public safety communications systems.

INTEGRATING THE COMMAND CENTER

Maximizing situational awareness for safer, faster, better incident resolution is the goal of every command center operation. Today it means integrating voice and data dispatch. Tomorrow it means correlating voice, video and data from multiple sources, prioritizing and distributing the most relevant data to first responders in the field.

CONVERGING INFORMATION

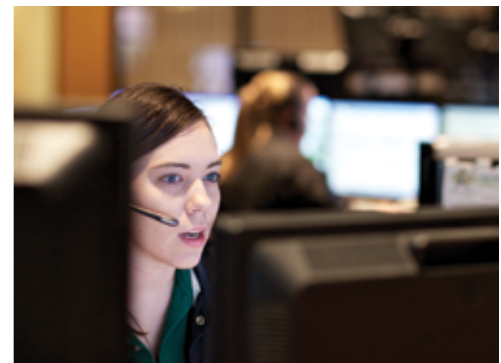
As an officer moves across multiple P25 systems, visibility in the home network is important. Converging voice-centric workflows in the future will provide a more holistic understanding of an incident and better decision making where it matters most.

INTEROPERATING ACROSS PLATFORMS

Public safety needs to communicate regardless of technology or jurisdiction boundaries. Today you can interoperate across multiple P25 systems and multiple bands. In the future, bridges will be built between P25 systems and Public Safety LTE broadband systems.

COLLABORATING DEVICES

Receiving the right information over the right device is critical to any public safety operation. Pairing mission critical two-way radios with companion data devices allows you to supplement voice with rich-media content for improved decision making. In the future, responders will access voice talkgroups to push images or video to the accompanying data devices over a broadband network.



IMAGINE A WORLD WHERE TECHNOLOGY IS SECOND NATURE

INCREASE RELIABILITY

DECREASE COSTS

NEUTRALIZE THREATS

Benefit from our experience, knowledge and know-how. Our leading public safety technology and sound methodologies ensure intelligent growth strategies and best-in-class, standards-based solutions.

UNPARALLELED FLEXIBILITY IN SYSTEM DESIGN

From single site to country-wide deployments, ASTRO 25 is a flexible, modular system with advanced call processing capabilities designed to meet the needs of public safety. ASTRO 25 can adapt and change to accommodate additional users, increased geographic coverage, trunked and conventional systems, Enhanced Data applications and connectivity to other systems to ensure an efficient and cost-effective solution for decades to come.

LEVERAGE INVESTMENT FOR YEARS TO COME

Standing by your side over the life of your system, the ASTRO 25 system provides P25 interoperability today and is a flexible solution that can support future advancements in mission critical communications. Motorola provides a modular platform that allows agencies to start investing in P25 capabilities while gradually migrating an existing analog, SMARTNET or SmartZone system to ASTRO 25.

INFORMATION ASSURANCE

Keeping your system up and running is critical for public safety. Information assurance helps to manage information-related risks on an ASTRO 25 system to ensure the confidentiality, integrity and availability of information. This is accomplished through prevention, detection and response.

SYSTEM MANAGEMENT

A robust portfolio of system management tools allows a public safety agency to remotely manage the health of the system, as well as configure and manage the system network and subscriber equipment from a central control point. Centralized network configuration and fault management enable changes to be automatically distributed throughout the ASTRO 25 system, saving valuable technician and administrator time.



BRINGING IT ALL TOGETHER SO YOU CAN FOCUS ON YOUR MISSION

Motorola provides robust network design plus centralized pre-build and testing for timely and efficient system deployment. We offer ongoing support to maintain peak technical and operational performance including 24 x 7 network monitoring, anti-virus support, firewall and intrusion management, basic repair, and system management and operations.

DESIGN	Systems designed to optimize mission critical operations and enable interoperability with other P25 systems, Public Safety LTE networks, commercial carrier networks, two-way radio systems and agency enterprise data networks.
IMPLEMENT	Unparalleled expertise and experience in deploying large-scale public safety networks that marry IP-based networks with optimized transport of voice and data services across wide and local area networks in the most challenging environments.
SUPPORT	ASTRO 25 system performance and continuity assured with 7 x 24 x 365 network monitoring and triage. Emergency response teams engage directly with development, production and factory engineers for rapid resolution.
SECURE	Defend against threats and protect data resources for gap-free security across the entire communication platform from applications, RF system, IP transport, down to the data on a user's device.
MANAGE	Our experienced team of system managers, project managers and IT professionals can manage the support of public safety and government agencies for maximum cost-of-ownership efficiencies.



AT ANY MOMENT...

SEVERAL CARS WILL COLLIDE IN AN INTERSECTION

A FIRE WILL SPREAD TO MULTIPLE BUILDINGS

HAIL AND HEAVY RAIN WILL CAUSE A POWER OUTAGE

YOUR MOMENT IS COMING.

WHEN YOU NEED MISSION CRITICAL COMMUNICATIONS,
WHO WILL YOU RELY ON?

APOPKA, FLORIDA

LATEST TECHNOLOGY DOUBLES RADIO CAPACITY, DELIVERS INTEROPERABILITY



"As a Motorola customer for more than 30 years, we were confident that Motorola Solutions' P25 TDMA solution would double our system capacity and improve our overall operations. Multiple agencies share our system; it did not matter that we adopted P25 TDMA and some others have not done so. We can communicate seamlessly with all of them, including public works operating in 700 MHz FDMA. The support provided by Motorola's product and systems groups was invaluable in meeting the challenges of implementing this new technology."

Richard Anderson, Chief Administrative Officer, City of Apopka

ARIZONA STATE UNIVERSITY

DEPENDABLE COMMUNICATIONS MEAN A SAFER CAMPUS



"Our primary objective is the security of the residents and property of Arizona State University (4 campuses and 65,000 students). In the past, we didn't really have a means of communicating with other agencies. We had the Insight Bowl game played at Sun Devil Stadium. I was able to go to a Tempe traffic channel and talk to their traffic sergeants about our post game plan as things changed. I didn't have to rely on phone contact, and the information was immediately shared with others across the radio system."

Corporal Larry Fuchtmann, Special Events Coordinator, Arizona State University



COBB COUNTY, GEORGIA

THE STORM OF THE CENTURY STRIKES



September 19, 2009 marked one of the worst storms in the history of Georgia. Rivers swelled from two feet to 20 feet. Vehicles were swept away. 250 roads were closed. Lightning hit the Sandy Plains repeater site. Tracy Roberts explained the importance of having 24x7 system and site monitoring on the radio system during the disaster, "I received three different emails from the Motorola Network Operations Center about three component failures. Not only did I receive this information, but Motorola's certified service shop did and immediately sent technicians out to evaluate and repair the site. I can't emphasize how important it was that we had the situation stabilized before the first user in the field even called in."

Tracy Roberts, Communications System Manager, Cobb County, GA

MISHAWAKA, INDIANA

WORKING SMARTER AND FASTER



"Street guys receive so much more information on their way to the call. Cross streets can pop up if you need directions to the scene. Officers can look up information without having to tie up voice traffic or drive to the station. It's a huge time saver", Russ Haimbaugh explains about the HPD overlay on the ASTRO 25 citywide system. "Another great feature is car-to-car messaging. Officers can quickly share information with other officers on duty. The more data we make available to officers, when they're working the beat, the more comfortable they will be going into a situation and once they get there, they will be able to make better decisions."

Russ Haimbaugh, NetRMS Administrator, Mishawaka, IN

At the heart of every mission is the ability to communicate in an instant to coordinate response and protect lives.

Come with us as we lead the way to the next generation of public safety solutions. Start with the world's most widely deployed P25 voice and data platform. Build on it in the future with broadband connectivity, rich-media applications and collaborative devices that carry crucial voice, data and video into the field and into the hands of first responders.

Work directly with a Motorola specialist. Consider all the advantages of ASTRO 25 and consult with Motorola specialists to design or upgrade a system to meet your requirements. Motorola's extensive experience in delivering hardware, software, service, and support can enable any agency or municipality to assess current capabilities, measure system baselines, and design and implement solutions to optimize communications when it is needed most.

For more information on how your organization can gain the benefits of an ASTRO 25 solution that fits your needs and your budget today, contact your Motorola representative or visit motorolasolutions.com/ASTRO25.

Motorola Solutions, Inc. 1301 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A. motorolasolutions.com

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JAMES PRINCE

Sheriff

BOWIE COUNTY SHERIFF DEPARTMENT
Bi-State Justice Center
100 North State Line Avenue
Texarkana, Texas 75501
(903) 798-3149
(903) 792-0959 FAX



BOWIE COUNTY CORRECTIONAL CENTER
105 West Front Street
Texarkana, Texas 75501
(903) 798-3515
FAX (903) 798-3519

October 23, 2014

Captain Michael Henry
Texarkana Texas Police Department
100 North Stateline Box 16
Texarkana, Texas 75501

Dear Captain Henry,

During a recent assessment of our radio system it was made clear that we are in dire need of replacing our equipment. The radio system that we currently have in place has aged and could fail us at any time without notice. Motorola is no longer manufacturing parts to repair our system should it go down. The only way to obtain any replacement parts for current system is to hope that a used part could be purchased from an agency that has already replaced a system like ours and has stored their old equipment. Should our radio system crash, our entire communication center would be out of operation while we are searching to find a part. This would obviously have a grave impact on the day to day operations of all agencies that rely on this system.

The new proposed radio system will also tremendously increase coverage in Bowie County. Under the existing system, there are many areas on the west end of the county where there is simply no or limited coverage. Currently, we only have the ability to use one channel on the west end of the county as well. The new system will not only cover nearly the entire west end of the county but will also allow the Sheriff's Office access to multiple channels in this same coverage area. This is a huge benefit that obviously increases the level of safety for our deputies. This upgrade in coverage is something that has been needed in the county for a long time.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeffrey K. Neal".

Jeffrey K. Neal, Chief Deputy
Bowie County Sheriff's Office
100 North Stateline Box 18
Texarkana, Texas 75501
903.798.3149



CITY OF
TEXARKANA
Police Department
TEXAS

100 North State Line
Box #16
Texarkana, TX 75501
Phone (903) 798-3116
Fax (903) 798-3107

TO: Chief Dan Shiner
FROM : Captain Michael Henry
DATE: October 22, 2014
RE: Communications, CAD and RMS Upgrade

Communications Problems

As has been previously discussed, the need for a public safety communications network upgrade for the City of Texarkana, Texas and Bowie County has reached the critical stage. Each passing day brings us closer to a complete system failure. Failure would mean the loss of communications for law enforcement, the fire department, public works, and the water department. It would also seriously hamper communications with outside agencies, such as emergency medical services and neighboring jurisdictions.

The existing analog radio system is eighteen years old. Motorola can no longer guarantee part availability of the SMARTNET system, and has removed the replacement guarantee from our service contract. While they will attempt to fix our system if we have a failure, they are no longer obligated to as we are now in "best effort" support. In the event of total uncorrectable system failure, our only options would be to purchase a new system or attempt to find replacement parts on the internet. The system cannot take advantage of the advances in technology that a new digital system can provide. Interoperability with other public safety agencies and growth for additional users is limited. Improved and expanded coverage of the system is crucial.

As presently configured, the communications system does not provide coverage of Bowie County outside of the Texarkana area. This poses a serious and sometimes dangerous situation for sheriff's deputies, particularly on the western end of the county. For many years, the Sheriff's Office has attempted to overcome this problem by placing repeaters on towers in New Boston and Maud. This does increase coverage somewhat, but that solution only allows for one channel which is inadequate for any type of major situation. Even with the repeaters, there are many areas that are not covered, especially when a deputy is out of their car using a portable radio. Oftentimes that is precisely when they are most vulnerable.

As you know, in this day and age law enforcement and fire departments may be faced with many situations that expand beyond their capabilities. This can happen in any jurisdiction. Everyone

must be prepared to assist neighboring agencies in such an event. If our police department, fire department or both were to be called into an area of the County that is outside of the reach of our communications system, we would be left with no ability to contact our dispatch center or the other involved agencies. Obviously this would render our assets of little use to anyone. This is a scenario that is long overdue in being addressed.

While there has been some steps taken over the last few years to procure a new system, the need to act quickly became magnified in June when key components of our current system failed, leaving the public safety services within the City and County with extremely limited communications capabilities for several days. The police department, fire department and the sheriff's office were each limited to one channel for all of our communications needs. The radio system is so old that the radio technicians literally had to search the entire nation to find spare parts to patch the system back together in order to restore service. The replaced site controller, which is the brains of the system, was the only one Motorola had. The search for parts went as far as scanning EBay. The ultimate replacement was not even the correct part, but a compatible one. While that situation was dire, it pales in comparison to the problems that would arise in the event of complete system failure. If the system fails, it could take up to 18 months to purchase and install a new system.

CAD and RMS Problems

The Computer Aided Dispatch (CAD) system is meant to help our dispatchers handle calls and situations more effectively and efficiently. It is a real time command and control process, that tracks information relating to all (Police, Fire, Sheriff) emergency calls and field unit activity. The current system was purchased approximately a year and a half ago, but it unfortunately is not effective or efficient. It has been plagued by numerous problems and the vendor, Tyler Public Safety, has not been able to resolve all of the issues. The system deficiencies affect both the police and fire departments and place the safety of our citizens at risk. The system was purchased on a six year plan in which the first year has been paid. It is recommended that a new CAD system be purchased, the city funding for the remaining five payments be unappropriated and the relationship with Tyler Public Safety be severed.

The police department has been using a Records Management System purchased by Bowie County a few years ago. The system was not designed for a municipal police department and does not adequately fit our needs. It does not integrate well with the City Court and does not have a module for citations. It has inadequate property management. It has no alarm permit tracking or billing function. It has no investigative case management or sex offender tracking. It cannot produce racial profiling reports. There is no functionality for intelligence tracking. The lack of a

proper RMS has hampered the department's efforts to move towards a paperless system, created backlog and caused numerous inefficiencies and increased errors.

Solution

Motorola is the provider of the current radio system and was used by the City for many years even prior to that acquisition. They have local repair technicians who have provided prompt and excellent service when the need has arisen. Motorola Solutions has an in depth knowledge of our needs and has had engineers on location to analyze our requirements. They have stated that they could begin work on replacing the network by the end of the year. When considering the critical need for immediate replacement, Motorola is in position to best fill that need.

Motorola has the reputation of being the best source for public safety communications systems. They have a proven track record. They have installed numerous P25 digital trunked systems throughout the nation. Many of our recently purchased portable radios as well as numerous mobile and portable units from other agencies throughout the county are Motorola and can be easily upgraded to work on the new digital Motorola system.

It is also crucial that we maintain interoperability with Texarkana, Arkansas. They operate on the AWINS system which utilizes Motorola equipment. The State of Texas also utilizes Motorola. Most all area public safety agencies operate on Motorola equipment. Purchasing a Motorola system will ease the process of maintaining interoperable communications with surrounding jurisdictions.

Motorola has worked with our representatives and has proposed a four tower system that will carry us forward for the next fifteen to twenty years. With tower sites on New Boston Road and Texarkana College Farm, and two more towers near New Boston and DeKalb, the system will provide reliable communications county-wide. The Bowie County Sheriff's Office will no longer be limited to one unreliable channel on the west end of the county. They will have access to every channel and talkgroup on the system anywhere in Bowie County. In the event that Texarkana Police or Fire Department assets respond to assist in a critical situation outside of the City, our units will continue to have the same communications ability that exists within the city limits.

Motorola is also able to provide a new CAD and RMS package to compliment the new radio system. It would replace the current much maligned CAD and RMS system presently in use. Motorola has a Tier Two product and they are offering discounts for purchase concurrent with the radio system. CRC and Fire Department personnel have had a chance to see a demonstration of the software and all were impressed. The Motorola RMS will allow the police department to modernize its processes and increase effectiveness and efficiency. Having all three public safety

systems (communications, CAD and RMS) provided by the same vendor would allow seamless integration between all three products and give us greater functionality than has ever existed.

Motorola Solutions has submitted bids to provide communications systems and services through Houston/Galveston Area Council of Governments Cooperative Purchasing Program, HGACBuy. Contracting through HGAC is compliant with Texas state statutes for competitive bidding. Motorola has submitted negotiated pricing discounts that go below HGAC pricing and that include significant incentives for purchase prior to the end of the year.

Denton County

In looking at our preferred vendor, we found that Denton County, Texas has recently purchased a Motorola P25 system and is in the process of implementation. Interestingly, Denton County has been operating on the same Motorola analog system that we have and it was originally installed at about the same time as ours. Denton County made the decision to upgrade, and though they will have more dispatch consoles and subscriber units, their needs for a system mirrored our needs.

Denton County formed a fifteen member committee to evaluate communications systems. The committee members came from the sheriff's office, police departments, and fire departments. The membership included police officers, fire fighters, deputy sheriffs, IT personnel, communications specialists and purchasing agents.

The committee took a very in-depth look at the prospective vendors and their equipment. They devised a detailed evaluation matrix that scored each system in the areas of functional requirements, overall system design, company qualifications and project management plan, and proposed service/support/warranty provided. Their goal was to rank the firms to provide the best value for the county by considering cost and technical requirements for long term utilization. There were numerous committee meetings, presentations were made, offers were submitted, clarifications made and vast amounts of documentation reviewed. The committee spent three months on their review.

A five year cost was determined for each system. A technical score was arrived at for each vendor based on the evaluation matrix. Denton County applied the Dollar per Technical Point method of evaluation by dividing the five year cost by the technical score. This evaluation demonstrated that Motorola had the best value for each dollar expended. The Denton County evaluation showed in writing why the cheapest isn't always the best overall value.

Along with the committee's unanimous recommendation, the Denton County Sheriff, the Director of Emergency Services, as well as numerous police and fire departments within the county all agreed that Motorola was the preferred vendor. In speaking with Denton County recently, the

installation and implementation process has been progressing smoothly and on schedule. The Motorola system allows Denton County seamless interoperability with the City of Fort Worth Motorola system as well as other older Motorola systems in the area.

Assessment

Motorola is in the position to update our system on a fast timeframe and has a proven track record. Having a Motorola system will allow seamless integration with the Texarkana, Arkansas AWINS communications system. All departments involved feel that Motorola is the best choice given the critical need to upgrade the system as soon as possible.

The current Motorola system has performed very well for over 15 years and has proven to be consistently reliable. Considering the fact that very little funding has been available to keep the system updated through the years makes it even more impressive. We are all familiar with their product and know that qualified local service technicians are available. It is felt that the Denton County evaluation supports the conclusion. Since time is not on our side and the need for a new system is urgent, reliance on the Denton County study is prudent.

Also, the Motorola CAD and RMS systems are recommended by police, fire and CRC personnel as the best systems to fill our current needs, provide reliable and dependable functionality and carry our departments forward for several years to come.

Costs

Motorola has provided budgetary pricing on all three systems. The final price is not known at this time, but it will not exceed \$9,000,000.00 total for the communications system, CAD and RMS systems. Warranty and maintenance costs for the communications system is expected to be free the first year and then around \$150,000 a year for years two through five. Maintenance fees for the CAD and RMS systems are not known at this time. Motorola has submitted a 15 year municipal lease-purchase financing option with the first two years deferred.

Conclusion

Motorola will provide a known reliable communications network, as well as CAD and RMS systems, that carry the confidence of the area's public safety professionals. It is recommended that the Police and Fire Departments seek the approval of the City Council to purchase and install a

Motorola P25 Digital Trunked Radio System, a Motorola Computer Aided Dispatch System and a Motorola Records Management System.

Michael S. Henry
Captain

City of Texarkana, Texas

Version: C

Update Date: 10/3/2014 2:41 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** John Whitson, City Manager
Subject: Resolution No. 2014-113 inviting other taxing jurisdictions to share in the cost of demolishing abandoned residential structures.
Briefing: 10/27/2014 **Public Hearing:** 10/27/2014 **Second Briefing:** November 10, 2014 **Council Vote:** 11/24/2014

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

NOT APPLICABLE

Executive Summary and Background Information:

The City Council desires that the city increase its efforts to demolish abandoned residential structures throughout the city. The city council recognizes the impact that abandoned buildings have on the community such as:

- Negative impact on local community and economic development efforts
- Abandoned and vacant buildings often create easily accessible spaces for crime and drug activity
- Abandoned residential structures are a waste of resources and involves lost tax revenues for the community as a whole
- Abandonment affects other properties within a neighborhood by lowering property values
- Abandoned buildings are often used as garbage dumps, and are plagued by rodent infestation and clearly this has undesirable connotations for the breeding and transmission of disease

The city is not the only taxing jurisdiction that will benefit from the city-wide demolition effort. The county, community college, and the school districts will all benefit from higher property values that should result from this community improvement effort. To help expand the program the city council invites other taxing jurisdictions to financially participate in cost sharing of some of the demolition costs.

Potential Options:

- Adopt the resolution as presented
- Revise and adopt the resolution
- Reject the resolution

Fiscal Implications:

For every \$10,000 of demolition costs the invited jurisdictions could contribute approximately half of the costs. If the city can meet its goal of four units per month the projected costs might be approximately \$480,000 thus the cost share from other jurisdictions could be as much as \$240,000.

Staff Recommendation:

City of Texarkana, Texas

Adopt the resolution as proposed requesting the other jurisdictions to share in the hazardous material abatement and the hauling and disposal costs of the demolition. Cost sharing would be based on tax rates.

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. 2014-113 RES Inviting Others Taxing Jurisdictions to Participate in Demolition (DOC)
- c. Tax Jurisdiction Cost Sharing of Demolition (PDF)
- d. Reso. 2014-113 signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	09/09/2014 6:10 PM			
Parks, Recreation & Health		Robby Robertson	Review	Completed
	09/09/2014 6:51 PM			
Public Works Department		Kyle Dooley	Review	Completed
	09/10/2014 7:47 AM			
Police	Dan Shiner	Review	Completed	09/10/2014
7:51 AM				
Building Code Administration		Lynn Henry	Review	Completed
	09/10/2014 8:26 AM			
Fire Department	Eric Schlotter	Review	Completed	09/10/2014
9:59 AM				
Finance Department	Charlie Bassett	Finance Review	Completed	09/10/2014
10:54 AM				
Planning and Community Development		David Orr	Review	Completed
	09/10/2014 11:24 AM			
Municipal Prosecutor	Deborah Jones	Review	Completed	09/12/2014
9:12 AM				
Public Information Officer		Lisa Thompson	PIO Review	Completed
	09/12/2014 9:20 AM			
Assistant City Manager		Jennifer Evans	Review	Skipped
	10/13/2014 7:23 PM			
City Manager	Jennifer Evans	City Manager Review	Skipped	10/13/2014
7:23 PM				
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
6:00 PM				

City of Texarkana, Texas

Meeting History

10/13/14 City Council MOVED FORWARD Next: 10/27/14
City Manager Whitson briefed this item. Richard Martin spoke at this briefing.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2014 - 113**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, INVITING OTHER TAXING JURISDICTIONS TO FINANCIALLY SUPPORT CITY-WIDE DEMOLITION OF CONDEMNED RESIDENTIAL STRUCTURES; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Texarkana, Texas is plagued with an exorbitant number of abandoned, dilapidated, burned-out, and otherwise uninhabitable residential structures; and

WHEREAS, abandoned and dilapidated residential and commercial structures create a negative impact on local community and economic development efforts; and

WHEREAS, increased recruitment of local, regional and national business opportunities relies on maintaining clean, attractive and safe communities; and

WHEREAS, abandoned and vacant structures create unnecessary infrastructure maintenance costs whereby the city services such as water lines, sewer lines, snow removal, street maintenance, and other services continue to be provided for structures that are unsafe for occupancy; and

WHEREAS, abandoned and vacant buildings often create easily accessible spaces for crime and drug activity, further depreciating local property values; and

WHEREAS, residents of neighborhoods blighted by abandoned buildings complain of a variety of economic and social problems connected with commercial and residential structures that have fallen into disuse and disrepair; and

WHEREAS, the term "urban blight" can be associated with a variety of problems which are themselves connected with the ongoing decay of American inner cities such as, crime, suburban flight, the diminution of economic opportunities, unsafe public spaces, drug problems and so forth; and

WHEREAS, it takes little by way of imagination to begin to understand the problems created by abandoned buildings, or how these problems are exacerbated as abandoned buildings cluster within certain neighborhoods; and

WHEREAS, abandoned residential structures are a waste of resources and involves lost tax revenues for the community as a whole; and

WHEREAS, abandonment affects other properties within a neighborhood by lowering property values; and

WHEREAS, abandoned buildings have a negative impact upon social as well as purely economic aspects of wellbeing; and

WHEREAS, abandoned buildings can also have an insidious effect on the social fabric of a community, by encouraging "social atomization" — a process which isolates the individual (or individual family) within a community, weakening ties to others and, hence, the sense of collectivity which is the hallmark of any thriving community; and

WHEREAS, abandoned buildings are often used as garbage dumps, and are plagued by rodent infestation and clearly this has undesirable connotations for the breeding and transmission of disease; and

WHEREAS, in Texarkana, Texas the city is not the only jurisdiction that suffers the economic loss related to the community impacts stated above revolving around abandoned buildings; and

WHEREAS, yet to date, with few exceptions, the city has been solely carrying the burdens of demolition of abandoned buildings; and

WHEREAS, as abandoned buildings are demolished resulting eventually in the increase in the values of surrounding properties, all taxing jurisdictions will see increases in property tax revenues, a sustainable revenue source; and

WHEREAS, the city has renewed and will increase its demolition efforts and is currently demolishing two structures per month and will soon increase the rate to four structures per month; and

WHEREAS, the city will display on its webpage the full city-wide inventory of abandoned structures along with the planned date of demolition of each structure, a major undertaking;

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

SECTION 1: Invitation to participate with the city to demolish abandoned residential structures:

a. The taxing jurisdictions of, Texas Independent School District (TISD), Pleasant Grove Independent School District (PGISD), Liberty-Eylau Independent School District (LEISD), Texarkana College (TC), and Bowie County (BC) are hereby invited to financially participate in the city-wide Abandoned Structure Demolition Program; and

b. The City Council proposes that the taxing jurisdictions of each property demolished agree to pay a share of the demolition costs related to hazardous material abatement and solid waste disposal; and

c. That the jurisdictional cost shares be based on each jurisdiction's property tax rate in relation to all other tax rates for the subject demolished property.

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

PASSED AND APPROVED in Regular Council Session on this the ____ day of ____, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Cost Sharing of City-Wide Demolition

Jurisdictions	Tax Rates	TISD	PGISD	L-EISD
Texarkana, TX	0.66929	27.19%	26.11%	28.06%
Bowie	0.34836	14.15%	13.59%	14.61%
TC	0.10527	4.28%	4.11%	4.41%
TISD	1.33900	54.39%		
PGISD	1.44000		56.19%	
L-EISD	1.26214			52.92%
Totals		100.00%	100.00%	100.00%

Example Cost of Demolishing One Unit

City Personnel:

Hourly Rate \$30.00

Manhours 40

Personnel Costs \$1,200.00

Equipment:

Hourly Rate \$150.00

Equipment hours 12

Equipment Costs \$1,800.00

Non-Distributable Costs \$3,000.00

Hazardous material abatement \$3,000.00

Hauling and Landfill Costs \$4,000.00

Distributable Costs \$7,000.00

Total Cost \$10,000.00

Distribution of Distributable Costs

Jurisdictions	Tax Rates	TISD	PGISD	L-EISD
Texarkana, TX	0.66929	\$1,903.00	\$1,828.00	\$1,964.32
Bowie	0.34836	\$990.50	\$951.46	\$1,022.41
TC	0.10527	\$299.32	\$287.52	\$308.96
TISD	1.33900	\$3,807.19		
PGISD	1.44000		\$3,933.01	
L-EISD	1.26214			\$3,704.30
Totals		\$7,000.00	\$7,000.00	\$7,000.00

Total Cost After Distribution

Jurisdictions	Tax Rates	TISD	PGISD	L-EISD
Texarkana, TX	0.66929	\$4,903.00	\$4,828.00	\$4,964.32
Bowie	0.34836	\$990.50	\$951.46	\$1,022.41
TC	0.10527	\$299.32	\$287.52	\$308.96
TISD	1.33900	\$3,807.19		
PGISD	1.44000		\$3,933.01	
L-EISD	1.26214			\$3,704.30
Totals		\$10,000.00	\$10,000.00	\$10,000.00

RESOLUTION NO. 2014 - 113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, INVITING OTHER TAXING JURISDICTIONS TO FINANCIALLY SUPPORT CITY-WIDE DEMOLITION OF CONDEMNED RESIDENTIAL STRUCTURES; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, abandoned and vacant buildings often create easily accessible spaces for crime and drug activity, further depreciating local property values; and

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WHEREAS, abandonment affects other properties within a neighborhood by lowering property values; and

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

SECTION 1: Invitation to participate with the city to demolish abandoned residential structures:

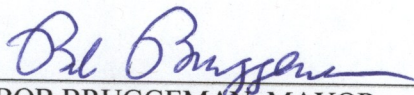
- a. The taxing jurisdictions of, Texas Independent School District (TISD), Pleasant Grove Independent School District (PGISD), Liberty-Eylau Independent School District (LEISD), Texarkana College (TC), and Bowie County (BC) are hereby invited to financially participate in the city-wide Abandoned Structure Demolition Program; and
- b. The City Council proposes that the taxing jurisdictions of each property demolished agree to pay a share of the demolition costs related to hazardous material abatement and solid waste disposal; and
- c. That the jurisdictional cost shares be based on each jurisdiction's property tax rate in relation to all other tax rates for the subject demolished property.

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

PASSED AND APPROVED in Regular Council Session on this the 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:21 p.m.

Attachment: Reso. 2014-113 signed (1187 : Res. No. 2014-113 Invitation for Taxing Jurisdictions to Share in Demolition Costs)

City of Texarkana, Texas

Version: A

Update Date: 10/6/2014 8:48 AM

Briefing Sheet

Lead Department: Human Resources **Action Officer:** Jim Powell, Director of Human Resources
Subject: Ordinance No. 2014-119 amending the Statutory Maximum Contribution Rate to the Texas Municipal Retirement System (TMRS).
Briefing: 10/27/2014 **Public Hearing:** 10/27/2014 **Second Briefing:** November 10, 2014 **Council Vote:** 11/24/2014

Item Schedule

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

Updates/History of Briefing:

In 1948, TMRS established the statutory maximum contribution rate at 13.50%.

Executive Summary and Background Information:

During a recent audit, TMRS determined the City's full contribution rate is currently 15.82%. The ordinance under consideration would remove the statutory maximum contribution rate of 13.50%. This is a procedural requirement of TMRS.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

City Council to approve.

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. Statutory Maximum Rate Letter (PDF)
- c. Ord. 2014-119(DOC)
- d. Reso. 2014-119 signed (PDF)

City of Texarkana, Texas

Staff Coordination

Human Resources	Jim Powell	Department Head Review	Completed	
	09/15/2014 3:50 PM			
Finance Department	Charlie Bassett	Finance Review	Completed	09/16/2014
	4:41 PM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	09/16/2014 4:44 PM			
City Manager	John Whitson	City Manager Review	Completed	10/06/2014
	8:48 AM			
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
	6:00 PM			

Meeting History

10/13/14	City Council	MOVED FORWARD	Next: 10/27/14
Jim Powell 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:

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:



September 2, 2014

Via E-Mail

Mr. Jim Powell
Human Resources Executive Director
City of Texarkana
P.O. Box 1967
Texarkana, TX 75504-1967

Dear Jim:

We are pleased to enclose a model ordinance for your city to:

Remove the statutory maximum contribution rate limit

By adopting this ordinance, your city is agreeing to fully fund the costs of the pension benefits included in the City's plan.

This ordinance will allow your city to impose its own "limit" on the contribution rate by using its discretion in determining which potential plan improvements to adopt, or not adopt, based on the calculated contribution rate. The TMRS actuary will perform a valuation of the City's plan of benefits each year and forward this rate to your City.

With the removal of the statutory rate limit your city's full contribution rate for 2015 will be **15.82%** and the phase in rate will be **15.70%**.

Please be aware that this ordinance must be finally adopted prior to December 31, 2014 and a copy transmitted to TMRS prior to that date.

We would appreciate receiving a copy of this ordinance as soon as possible after adoption. Please fax a copy of the executed ordinance to 512.476.2903.

If you have any questions or need additional assistance, please do not hesitate to contact me at 1-800-924-8677.

Sincerely,

A handwritten signature in black ink that reads "Eric W. Davis".

Eric W. Davis
Deputy Executive Director

Attachment: Statutory Maximum Rate Letter (1193 : Ord. No. 2014-119 Statutory Maximum Contribution Rate - TMRS)



Plan Change Study

21260 Texarkana

GRID 2015

For Informational Purposes Only
Effective Date - January 1, 2015
Report Date - September 3, 2014

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>
Deposit Rate	7.00%
Matching Ratio	2 to 1
Updated Service Credit	100% (Repeating)
Transfer USC **	Yes
Annuity Increase	70% (Repeating)
20 Year/Any Age Ret.	Yes
Vesting	5 years
<u>Contribution Rates</u>	<u>2015</u>
Normal Cost Rate	9.55%
Prior Service Rate	6.27%
Retirement Rate	15.82%
Supplemental Death Rate	0.00% (None)
Total Rate	15.82%
Unfunded Actuarial Liability	\$8,482,015
Amortization Period	30 years
Funded Ratio	81.8%
Phase-In Total Rate	15.70%
Study exceeds 15.50% stat max	Yes

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 9 eligible transfer employees on the valuation date.

ORDINANCE NO. 2014 - 119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided;

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

SECTION 1: Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the benefit accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of city contributions.

SECTION 2: That this Ordinance shall be in full force and effect from and after its passage and approval on the first day of January, 2015.

PASSED AND APPROVED in Regular Council Session on this the 24th day of November, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: Ord. 2014-119 [Revision 2] (1193 : Ord. No. 2014-119 Statutory Maximum Contribution Rate - TMRS)

ORDINANCE NO. 2014 - 119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE BENEFIT ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City Council desires to authorize funding of such benefits as herein provided;

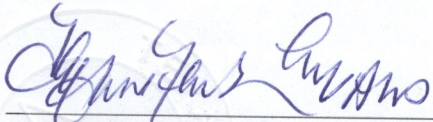
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

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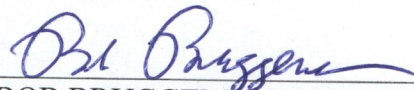
SECTION 2: That this Ordinance shall be in full force and effect from and after its passage and approval on the first day of January, 2015.

PASSED AND APPROVED in Regular Council Session on this the 27th day of October, 2014.

ATTEST:



JENNIFER EVANS, CITY SECRETARY



BOB BRUGGEMAN, MAYOR

7:23 p.m.

Attachment: Reso. 2014-119 signed (1193 : Ord. No. 2014-119 Statutory Maximum Contribution Rate - TMRS)

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 10/2/2014 11:12 AM

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Subject: Resolution No. 2014-121 approving the City's Investment Policy and recording the annual review.
Briefing: 10/27/2014 **Public Hearing:** 10/27/2014 **Second Briefing:** November 10, 2014 **Council Vote:** 11/24/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Public Funds Investment Act requires an annual review and update of the City's Investment Policy. The attached high-lighted policy document presents several minor changes suggested to insure compliance with the Act.

Potential Options:

- Approve to insure continued compliance with PFIA.
- Denial will risk non-compliance issues with PFIA.

Fiscal Implications:

Provides the City with options for investing available funds most effectively and efficiently within the limitations of the PFIA.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Investment Committee

Board/Committee Recommendation:

Investment Committee recommends approval.

Advisory Board/Committee Meeting Date and Minutes:

See attached minutes from August 18, 2014 meeting.

Attachments

- Goals and Perspectives (DOCX)
- City Investment Policy Draft (DOC)

City of Texarkana, Texas

- c. Investment Committee Minutes August 18, 2014 (DOCX)
- d. Res. No. 2014-121 Investment Policy (DOC)
- e. Exhibit A - Investment Policy (DOC)
- f. Reso. 2014-121 signed (PDF)

Staff Coordination

Finance Department	Jennifer Evans	Department Head Review	Skipped	
	10/13/2014 7:23 PM			
Finance Department	Jennifer Evans	Review	Skipped	10/13/2014
	7:23 PM			
Public Information Officer	Jennifer Evans	PIO Review	Skipped	
	10/13/2014 7:23 PM			
City Manager	Jennifer Evans	City Manager Review	Skipped	10/13/2014
	7:23 PM			
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
	6:00 PM			

Meeting History

10/13/14 City Council MOVED FORWARD Next: 10/27/14
 Bill Cook, of Valley View Consulting L.L.C, 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: Medium

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:

CITY OF TEXARKANA, TEXAS

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CITY OF TEXARKANA, TEXAS INVESTMENT POLICY

Revised & Adopted:

August, 2014

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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Texarkana, Texas (the "City") in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the Investment Policy or strategy. This Policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act and Public Funds Collateral Act, Texas Government Code Chapter 2256 and Chapter 2257 (the "PFIA" and "PFCA" respectively) to define, adopt, and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains two distinct portfolios (the City and the Water Utilities Department), which independently utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and combined pools containing operating funds have as their primary objectives to preserve principal and assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by

maintaining adequate liquid balances and utilizing high quality, short-to-medium term investments, which will complement each other in a laddered or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. The maximum stated final maturity shall be three years. The yield objective shall be a comparable maturity rolling Treasury portfolio.

- B. Investment strategies for debt service funds shall have as the primary objectives the preservation of principal and the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a short-term, government portfolio local government pool.
- C. Investment strategies for debt service reserve funds shall have as the primary objectives to preserve principal and to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments shall be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short-to-intermediate term maturities. Maximum maturity shall be the shorter of the first call date or five years. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a comparable maturity rolling Treasury portfolio.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objectives to preserve principal and to assure that

anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays, and by utilizing high quality, short-to-medium term investments, which will complement each other in a laddered or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The stated final maturity dates of securities held should not exceed the estimated project completion date. The yield objective shall be a comparable maturity rolling Treasury portfolio.

INVESTMENT POLICY

A. SCOPE

This Investment Policy applies to all financial assets of the City including the Water Utilities Department. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

This Policy shall not govern the Firemen's Relief and Pension Fund which is under the management and supervision of the City of Texarkana, Texas Firemen's Relief and Pension Fund Board of Trustees.

B. OBJECTIVES

The City shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

1. Safety

The primary objective of the City's investment activity is the preservation of principal in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value.

2. Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by maintaining adequate cash equivalent balances, matching investment maturities with forecasted cash flow requirements, and by investing in securities with active secondary markets.

3. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

4. Yield

The City's cash management portfolio shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

C. RESPONSIBILITY AND CONTROL

1. Investment Committee

An Investment Committee, consisting of one City Council Member appointed by the Mayor, City Chief Executive Officer/Manager (or his designee), Chief Financial Officer/Finance Director (City), Director of Finance (Water Utilities Department), Accounting/Human Resources Manager (Water Utilities Department), and **Financial Services Manager** (City) shall meet as needed to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

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2. Delegation of Authority and Training

Authority to manage the City's investment program is derived from the City Charter. The Chief Financial Officer/Finance Director, **Financial Services Manager**, and Controller/Accounting Manager are designated as Investment Officers and are responsible for investment decisions and activities for the City portfolio. The Director of Finance and Accounting/Human Resources Manager are designated as Investment Officers and are responsible for investment decisions and activities for the Water Utilities Department portfolio. The Chief Financial Officer/Finance Director and Director of Finance shall establish written procedures for the operation of their respective investment program, consistent with this Investment Policy. In order to ensure qualified and capable investment management, the Investment Officers shall attend training sessions relating to the Officer's responsibility under the PFIA within 12 months after assuming duties, and additional training sessions not less than once every two year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive 10 hours of training at those sessions. Such training from an independent source shall be approved by the Investment Committee.

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3. Internal Controls

The Chief Financial Officer/Finance Director and Director of Finance, or their respective designee, are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer/Finance Director and Director of Finance shall establish a process for annual independent review by an external auditor in conjunction with the annual audit, to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

4. Prudence

The standard of prudence to be applied by the Investment Officers shall be the “prudent person” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.” In determining whether an Investment Officer has exercised

prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written Investment Policy of the City.

An Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Investment Officers shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the

City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

D. REPORTING

1. Quarterly Reporting

The Chief Financial Officer/Finance Director shall submit a quarterly investment report in compliance with the PFIA and signed by all Investment Officers.

2. Annual Report

Within a reasonable time after the end of the fiscal year, the Chief Financial Officer/Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

3. Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be prepared in compliance with the PFIA. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period.

Market values shall be obtained from financial institutions or portfolio reporting services independent from the investment provider.

- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.
- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the Investment Strategy and Policy approved by the City Council.

In conjunction with the annual audit, a formal annual review of these reports will be performed by an independent auditor with the results reported to the City Council as part of the overall audit report.

E. INVESTMENT PORTFOLIO

1. Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold or redeemed before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

2. Performance

It is the City's policy to purchase investments with maturity dates coinciding with cash flow requirements. Using this strategy, the City attempts to purchase the highest yielding allowable investments available at the time of purchase. The City shall encourage a competitive environment for all investment activities including investment pool and mutual fund selections, financial institution deposit placements, securities transactions, and other investment-related proceedings. Weighted-average-yield-to-maturity shall be the portfolio's performance measurement standard.

3. Investments

Assets of the City may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized at the time of purchase for investment under the PFIA, as the PFIA may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

a). Authorized

1. Obligations issued, guaranteed, or insured by the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value, including letters of credit.
2. Direct obligations of the State of Texas, its agencies and instrumentalities.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.

4. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivision of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than “A” or its equivalent.
5. Certificates of Deposit, and other forms of deposit, of state and national banks, savings banks, or state or federal credit unions that has a main or branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor) or the National Credit Union Share Insurance Fund (or its successor), or secured by obligations described in G. 3. Collateral Defined. Bids/quotes for certificates of deposit may be solicited in the following ways: orally, in writing, electronically, or in any combination of the above methods.
6. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities. Securities purchased must be pledged to the City, held in the City’s account, and deposited at the time of the investment with the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Such agreements may include direct security repurchase agreements and reverse security repurchase agreements with terms of 90 days or less after the delivery date. Funds received by the City under a reverse security agreement shall be used to acquire additional authorized investments, but those investments must mature no later than the expiration date stated in the reverse security repurchase agreement.

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7. Local Government Investment Pools, if the pool is specifically approved by the Council and the pool invests only in investments authorized by the PFIA. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. In order to be eligible to receive City funds a pool must comply with all PFIA requirements.
8. "Money Market" mutual funds that have a rating of AAA by least one nationally recognized rating firm and are "no-load" funds. A "money market" mutual fund must maintain a \$1 share value and include only short-term, highly liquid, and relatively low risk debt instruments. Must be registered with and regulated by the Securities and Exchange Commission. The City cannot own more than 10% of the mutual fund's total assets.
9. Guaranteed Investment contracts are allowed investments for bond proceeds only, if such contracts have a defined termination date, are secured by U.S. Government direct or agency obligations approved by the PFIA, in an amount equal to the bond proceeds, if security is pledged to the City and deposited with the City or a third party, and if the investment term is limited to five years from the date of bond issuance. In addition, specific provisions under PFIA Section 2256.015(c) 1-5 must be met to allow investment in these contracts.

b. Not Authorized

The City's authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities, or investment in specific instruments at levels higher than those listed below:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Holding Period

The City intends to match the holding periods of investment funds with liquidity needs of the City.

5. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- a) Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- b) Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, maintenance of adequate liquidity, and limitation of appropriate average maturity.

- c) Risk of temporary illiquidity shall be controlled by monitoring the rating of each issuer, as applicable, at least quarterly, and taking all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

F. SELECTION OF FINANCIAL INSTITUTIONS AND BROKER/DEALERS

1. Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer/Finance Director shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. In addition, the City may establish non-primary banking relationships based on deposit and unique service capabilities.

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Institutions seeking to establish eligibility for the City's depository shall submit for review financial statements, evidence of federal insurance and other information as required by the Chief Financial Officer/Finance Director.

Any institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

2. Broker/Dealers

For broker/dealers, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers shall provide the City with references from public entities which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified broker/dealers authorized to engage in investment transactions with the City.

All investment providers, financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following, as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration
- certification of having received and thoroughly reviewed the City's Investment Policy, signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude

imprudent investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

G. SAFEKEEPING AND CUSTODY

1. Insurance or Collateral

All non-insured deposits and repurchase agreement investments of City funds shall be secured as required by State legislation. In order to anticipate market changes and provide a level of security for all funds, the minimum collateralization level will be 102% of market value of principal plus accrued interest on the deposits or repurchase agreement investments less any amount insured. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer/Finance Director or Director of Finance (for their respective portfolios), or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the eligible collateral pledge in each agreement. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

2. Custodial Agreement

Collateral pledged to secure deposits of the City shall be held by a custodian institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian institution shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

3. Collateral Defined

The City shall accept only the following as collateral:

- a) FDIC and NCUSIF insurance coverage.
- b) A bond, certificate of indebtedness, or note of the United States or its agencies and instrumentalities, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States or its agencies and instrumentalities.
- c) Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or its agencies and instrumentalities.
- d) A bond of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.

The use of a letter of credit issued to the City by a Federal Home Loan Bank may be considered by the City to meet the required bank depository collateral requirements.

4. Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

5. Delivery vs. Payment

Securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the City or its safekeeping agent. The security shall be held in the name of the City or held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of

or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

H. INVESTMENT POLICY ADOPTION

The City Investment Policy shall be adopted by resolution of the City Council. The Investment Committee shall review the Policy for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. The City Council shall review and approve these investment policies and strategies not less than annually.

APPENDIX A

SAMPLE INVESTMENT POLICY CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

CITY OF TEXARKANA, TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath depose and said:

My name is _____. I am a Qualified Representative of _____ (the "Business Organization"), which is engaged in the business of selling investments and desires to sell investments to the City of Texarkana, Texas. This Statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that:

1. I have reviewed the City's Investment Policy;
2. The "Business Organization" has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Texarkana and the Business Organization that are not authorized by the City's Investment Policy, except to the extent that the Business Organization has not made an analysis of the make-up of the City's entire portfolio or has not engaged in any interpretation of subjective investment standards; and
3. The statements, representations and declarations made in this document are true and correct.

Qualified Representative

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

Investment Committee Meeting August 18, 2014

Present: Charles L. Bassett, Jr., Chief Financial Officer
Jim Cornelius, Interim Finance Director, TWU
Jodie Lee, Controller/Accounting Manager
Paula Jeans, Accounting/HR Manager, TWU
John Whitson, City Manager
Dick Long, Valley View Consulting (via conference call)

Absent: Bob Bruggeman, Mayor

- Jim Cornelius made a motion to approve the minutes from the May 6, 2014 meeting. Paula Jeans seconded the motion.
- Dick Long presented the investment report for the quarter ended June 30, 2014.
 - Investments consist of 79% DDA/MMA/Pools and 21% CDs/Securities for the City and 89% DDA/MMA/Pools and 11% CDs/Securities for TWU.
 - The committee reviewed the collateral report and it was noted that all funds are well collateralized.
- The committee discussed the market outlook and investment strategies. Dick Long asked if anyone had money to put into CD's and noted they were our better choice.
- Review of the Investment Policy. A note was made that Kristin Peeples title needs to be changed to Financial Services Manager. The Investment Policy needs to be approved by the end of the quarter ended September 30, 2014.
 - Motion was made by Jim Cornelius to accept the authorized investment list. John Whitson seconded the motion.
- The next investment committee meeting is scheduled for November 17, 2014 at 2:00 P.M.
- Meeting adjourned.

RESOLUTION NO. 2014 - 121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, APPROVING THE CITY'S INVESTMENT
POLICY; RECORDING THE ANNUAL REVIEW; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the Public Funds investment Act, as amended, requires the City to annually adopt an investment policy and investment strategies by rule, order, ordinance, or resolution; and

WHEREAS, the attached (Exhibit "A") investment policy complies with the current Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments;

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

SECTION 1: The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2: The City Council of the City of Texarkana, Texas, approves the investment policy and investment strategy (Exhibit "A").

SECTION 3: The City Council of the City of Texarkana, Texas has performed an annual review of the investment policy and strategies and adopts its statements in the minutes recording that review.

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

PASSED AND APPROVED in Regular Council Session on this the 24th day of November, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA, TEXAS

INVESTMENT POLICY



NOVEMBER 24, 2014

CITY OF TEXARKANA, TEXAS

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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Texarkana, Texas (the “City”) in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the Investment Policy or strategy. This Policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act and Public Funds Collateral Act, Texas Government Code Chapter 2256 and Chapter 2257 (the “PFIA” and “PFCA” respectively) to define, adopt, and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains two distinct portfolios (the City and the Water Utilities Department), which independently utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and combined pools containing operating funds have as their primary objectives to preserve principal and assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by maintaining adequate liquid balances and utilizing high quality, short-to-medium term investments, which will complement each other in a ladder or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. The maximum stated final maturity shall

be three years. The yield objective shall be a comparable maturity rolling Treasury portfolio.

- B. Investment strategies for debt service funds shall have as the primary objectives the preservation of principal and the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a short-term, government portfolio local government pool.
- C. Investment strategies for debt service reserve funds shall have as the primary objectives to preserve principal and to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments shall be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short-to-intermediate term maturities. Maximum maturity shall be the shorter of the first call date or five years. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a comparable maturity rolling Treasury portfolio.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objectives to preserve principal and to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays, and by utilizing high quality, short-to-medium term investments, which will complement each other in a ladder or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The stated final

maturity dates of securities held should not exceed the estimated project completion date. The yield objective shall be a comparable maturity rolling Treasury portfolio.

INVESTMENT POLICY

A. SCOPE

This Investment Policy applies to all financial assets of the City including the Water Utilities Department. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

This Policy shall not govern the Firemen's Relief and Pension Fund which is under the management and supervision of the City of Texarkana, Texas Firemen's Relief and Pension Fund Board of Trustees.

B. OBJECTIVES

The City shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

1. Safety

The primary objective of the City's investment activity is the preservation of principal in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value.

2. Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by maintaining adequate cash equivalent balances, matching investment maturities with forecasted cash flow requirements, and by investing in securities with active secondary markets.

3. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

4. Yield

The City's cash management portfolio shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

C. RESPONSIBILITY AND CONTROL

1. Investment Committee

An Investment Committee, consisting of one City Council Member appointed by the Mayor, City Chief Executive Officer/Manager (or his designee), Chief Financial Officer/Finance Director (City), Director of Finance (Water Utilities Department), Accounting/Human Resources Manager (Water Utilities Department), and Financial Services Manager (City) shall meet as needed to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such

topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

2. Delegation of Authority and Training

Authority to manage the City's investment program is derived from the City Charter. The Chief Financial Officer/Finance Director, Financial Services Manager, and Controller/Accounting Manager are designated as Investment Officers and are responsible for investment decisions and activities for the City portfolio. The Director of Finance and Accounting/Human Resources Manager are designated as Investment Officers and are responsible for investment decisions and activities for the Water Utilities Department portfolio. The Chief Financial Officer/Finance Director and Director of Finance shall establish written procedures for the operation of their respective investment program, consistent with this Investment Policy. In order to ensure qualified and capable investment management, the Investment Officers shall attend training sessions relating to the Officer's responsibility under the PFIA within 12 months after assuming duties, and additional training sessions not less than once every two year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive 10 hours of training at those sessions. Such training from an independent source shall be approved by the Investment Committee.

3. Internal Controls

The Chief Financial Officer/Finance Director and Director of Finance, or their respective designee, are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer/Finance Director and Director of Finance shall establish a process for annual independent review by an external auditor in conjunction with the annual audit, to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

4. Prudence

The standard of prudence to be applied by the Investment Officers shall be the “prudent person” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written Investment Policy of the City.

An Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Investment Officers shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

D. REPORTING

1. Quarterly Reporting

The Chief Financial Officer/Finance Director shall submit a quarterly investment report in compliance with the PFIA and signed by all Investment Officers.

2. Annual Report

Within a reasonable time after the end of the fiscal year, the Chief Financial Officer/Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

3. Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be prepared in compliance with the PFIA. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the investment provider.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.

- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the Investment Strategy and Policy approved by the City Council.

In conjunction with the annual audit, a formal annual review of these reports will be performed by an independent auditor with the results reported to the City Council as part of the overall audit report.

E. INVESTMENT PORTFOLIO

1. Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold or redeemed before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

2. Performance

It is the City's policy to purchase investments with maturity dates coinciding with cash flow requirements. Using this strategy, the City attempts to purchase the highest yielding allowable investments available at the time of purchase. The City shall encourage a competitive environment for all investment activities including investment pool and mutual fund selections, financial institution deposit placements, securities transactions, and other investment-related proceedings. Weighted-average-yield-to-maturity shall be the portfolio's performance measurement standard.

3. Investments

Assets of the City may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized at the time of purchase for investment under the PFIA, as the PFIA may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

a). Authorized

1. Obligations issued, guaranteed, or insured by the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value, including letters of credit.
2. Direct obligations of the State of Texas, its agencies and instrumentalities.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivision of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
5. Certificates of Deposit, and other forms of deposit, of state and national banks, savings banks, or state or federal credit unions that

has a main or branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor) or the National Credit Union Share Insurance Fund (or its successor), or secured by obligations described in G. 3. Collateral Defined. Bids/quotes for certificates of deposit may be solicited in the following ways: orally, in writing, electronically, or in any combination of the above methods.

6. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities. Securities purchased must be pledged to the City, held in the City's account, and deposited at the time of the investment with the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Such agreements may include direct security repurchase agreements and reverse security repurchase agreements with terms of 90 days or less after the delivery date. Funds received by the City under a reverse security agreement shall be used to acquire additional authorized investments, but those investments must mature no later than the expiration date stated in the reverse security repurchase agreement.
7. Local Government Investment Pools, if the pool is specifically approved by the Council and the pool invests only in investments authorized by the PFIA. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. In order to be eligible to receive City funds a pool must comply with all PFIA requirements.
8. "Money Market" mutual funds that have a rating of AAA by least one nationally recognized rating firm and are "no-load" funds. A "money

market” mutual fund must maintain a \$1 share value and include only short-term, highly liquid, and relatively low risk debt instruments. Must be registered with and regulated by the Securities and Exchange Commission. The City cannot own more than 10% of the mutual fund’s total assets.

9. Guaranteed Investment contracts are allowed investments for bond proceeds only, if such contracts have a defined termination date, are secured by U.S. Government direct or agency obligations approved by the PFIA, in an amount equal to the bond proceeds, if security is pledged to the City and deposited with the City or a third party, and if the investment term is limited to five years from the date of bond issuance. In addition, specific provisions under PFIA Section 2256.015(c) 1-5 must be met to allow investment in these contracts.

b. Not Authorized

The City’s authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities, or investment in specific instruments at levels higher than those listed below:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Holding Period

The City intends to match the holding periods of investment funds with liquidity needs of the City.

5. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- a) Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- b) Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, maintenance of adequate liquidity, and limitation of appropriate average maturity.
- c) Risk of temporary illiquidity shall be controlled by monitoring the rating of each issuer, as applicable, at least quarterly, and taking all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

F. SELECTION OF FINANCIAL INSTITUTIONS AND BROKER/DEALERS

1. Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer/Finance Director shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. In addition, the City may establish non-primary banking relationships based on deposit and unique service capabilities.

Institutions seeking to establish eligibility for the City's depository shall submit for review financial statements, evidence of federal insurance and other information as required by the Chief Financial Officer/Finance Director.

Any institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

2. Broker/Dealers

For broker/dealers, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers shall provide the City with references from public entities which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified broker/dealers authorized to engage in investment transactions with the City.

All investment providers, financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following, as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration
- certification of having received and thoroughly reviewed the City's Investment Policy, signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on

an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

G. SAFEKEEPING AND CUSTODY

1. Insurance or Collateral

All non-insured deposits and repurchase agreement investments of City funds shall be secured as required by State legislation. In order to anticipate market changes and provide a level of security for all funds, the minimum collateralization level will be 102% of market value of principal plus accrued interest on the deposits or repurchase agreement investments less any amount insured. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer/Finance Director or Director or Finance (for their respective portfolios), or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the eligible collateral pledge in each agreement. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

2. Custodial Agreement

Collateral pledged to secure deposits of the City shall be held by a custodian institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian institution shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

3. Collateral Defined

The City shall accept only the following as collateral:

- a) FDIC and NCUSIF insurance coverage.

- b) A bond, certificate of indebtedness, or note of the United States or its agencies and instrumentalities, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States or its agencies and instrumentalities.
- c) Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or its agencies and instrumentalities.
- d) A bond of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than “A” or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.

The use of a letter of credit issued to the City by a Federal Home Loan Bank may be considered by the City to meet the required bank depository collateral requirements.

4. Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City’s independent auditors.

5. Delivery vs. Payment

Securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the City or its safekeeping agent. The security shall be held in the name of the City or held on behalf of the City. The safekeeping agent’s records shall assure the notation of the City’s ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

H. INVESTMENT POLICY ADOPTION

The City Investment Policy shall be adopted by resolution of the City Council. The Investment Committee shall review the Policy for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. The City Council shall review and approve these investment policies and strategies not less than annually.

APPENDIX A

SAMPLE INVESTMENT POLICY CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

CITY OF TEXARKANA, TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath depose and said:

My name is _____. I am a Qualified Representative of _____ (the "Business Organization"), which is engaged in the business of selling investments and desires to sell investments to the City of Texarkana, Texas. This Statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that:

1. I have reviewed the City's Investment Policy;
2. The "Business Organization" has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Texarkana and the Business Organization that are not authorized by the City's Investment Policy, except to the extent that the Business Organization has not made an analysis of the make-up of the City's entire portfolio or has not engaged in any interpretation of subjective investment standards; and
3. The statements, representations and declarations made in this document are true and correct.

Qualified Representative

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

RESOLUTION NO. 2014 - 121

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY; RECORDING THE ANNUAL REVIEW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Funds investment Act, as amended, requires the City to annually adopt an investment policy and investment strategies by rule, order, ordinance, or resolution; and

WHEREAS, the attached (Exhibit "A") investment policy complies with the current Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments;

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

SECTION 1: The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

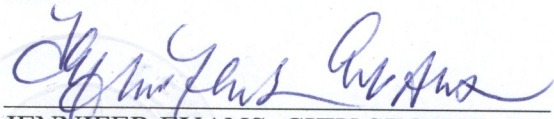
SECTION 2: The City Council of the City of Texarkana, Texas, approves the investment policy and investment strategy (Exhibit "A").

SECTION 3: The City Council of the City of Texarkana, Texas has performed an annual review of the investment policy and strategies and adopts its statements in the minutes recording that review.

SECTION 4: 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 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:24 p.m.

CITY OF TEXARKANA, TEXAS

INVESTMENT POLICY



OCTOBER 27, 2014

CITY OF TEXARKANA, TEXAS

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 - 2. Liquidity
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 - 4. Yield
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- 3. CMOS with Maturities Greater than 10 Years
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- IV. Appendix
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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Texarkana, Texas (the "City") in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the Investment Policy or strategy. This Policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act and Public Funds Collateral Act, Texas Government Code Chapter 2256 and Chapter 2257 (the "PFIA" and "PFCA" respectively) to define, adopt, and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains two distinct portfolios (the City and the Water Utilities Department), which independently utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and combined pools containing operating funds have as their primary objectives to preserve principal and assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by maintaining adequate liquid balances and utilizing high quality, short-to-medium term investments, which will complement each other in a ladder or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. The maximum stated final maturity shall

be three years. The yield objective shall be a comparable maturity rolling Treasury portfolio.

- B. Investment strategies for debt service funds shall have as the primary objectives the preservation of principal and the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a short-term, government portfolio local government pool.
- C. Investment strategies for debt service reserve funds shall have as the primary objectives to preserve principal and to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments shall be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short-to-intermediate term maturities. Maximum maturity shall be the shorter of the first call date or five years. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a comparable maturity rolling Treasury portfolio.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objectives to preserve principal and to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays, and by utilizing high quality, short-to-medium term investments, which will complement each other in a laddered or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The stated final

maturity dates of securities held should not exceed the estimated project completion date. The yield objective shall be a comparable maturity rolling Treasury portfolio.

INVESTMENT POLICY

A. SCOPE

This Investment Policy applies to all financial assets of the City including the Water Utilities Department. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

This Policy shall not govern the Firemen's Relief and Pension Fund which is under the management and supervision of the City of Texarkana, Texas Firemen's Relief and Pension Fund Board of Trustees.

B. OBJECTIVES

The City shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

1. Safety

The primary objective of the City's investment activity is the preservation of principal in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value.

2. Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by maintaining adequate cash equivalent balances, matching investment maturities with forecasted cash flow requirements, and by investing in securities with active secondary markets.

3. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

4. Yield

The City's cash management portfolio shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

C. RESPONSIBILITY AND CONTROL

1. Investment Committee

An Investment Committee, consisting of one City Council Member appointed by the Mayor, City Chief Executive Officer/Manager (or his designee), Chief Financial Officer/Finance Director (City), Director of Finance (Water Utilities Department), Accounting/Human Resources Manager (Water Utilities Department), and Financial Services Manager (City) shall meet as needed to determine operational strategies and to monitor results. The Investment Committee shall include in its deliberation such

topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

2. Delegation of Authority and Training

Authority to manage the City's investment program is derived from the City Charter. The Chief Financial Officer/Finance Director, Financial Services Manager, and Controller/Accounting Manager are designated as Investment Officers and are responsible for investment decisions and activities for the City portfolio. The Director of Finance and Accounting/Human Resources Manager are designated as Investment Officers and are responsible for investment decisions and activities for the Water Utilities Department portfolio. The Chief Financial Officer/Finance Director and Director of Finance shall establish written procedures for the operation of their respective investment program, consistent with this Investment Policy. In order to ensure qualified and capable investment management, the Investment Officers shall attend training sessions relating to the Officer's responsibility under the PFIA within 12 months after assuming duties, and additional training sessions not less than once every two year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive 10 hours of training at those sessions. Such training from an independent source shall be approved by the Investment Committee.

3. Internal Controls

The Chief Financial Officer/Finance Director and Director of Finance, or their respective designee, are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer/Finance Director and Director of Finance shall establish a process for annual independent review by an external auditor in conjunction with the annual audit, to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

4. Prudence

The standard of prudence to be applied by the Investment Officers shall be the "prudent person" rule, which states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived." In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.
- B. Whether the investment decision was consistent with the written Investment Policy of the City.

An Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Investment Officers shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

D. REPORTING

1. Quarterly Reporting

The Chief Financial Officer/Finance Director shall submit a quarterly investment report in compliance with the PFIA and signed by all Investment Officers.

2. Annual Report

Within a reasonable time after the end of the fiscal year, the Chief Financial Officer/Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

3. Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be prepared in compliance with the PFIA. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the investment provider.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.

- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the Investment Strategy and Policy approved by the City Council.

In conjunction with the annual audit, a formal annual review of these reports will be performed by an independent auditor with the results reported to the City Council as part of the overall audit report.

E. INVESTMENT PORTFOLIO

1. Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold or redeemed before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

2. Performance

It is the City's policy to purchase investments with maturity dates coinciding with cash flow requirements. Using this strategy, the City attempts to purchase the highest yielding allowable investments available at the time of purchase. The City shall encourage a competitive environment for all investment activities including investment pool and mutual fund selections, financial institution deposit placements, securities transactions, and other investment-related proceedings. Weighted-average-yield-to-maturity shall be the portfolio's performance measurement standard.

3. Investments

Assets of the City may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized at the time of purchase for investment under the PFIA, as the PFIA may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

a). Authorized

1. Obligations issued, guaranteed, or insured by the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value, including letters of credit.
2. Direct obligations of the State of Texas, its agencies and instrumentalities.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivision of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
5. Certificates of Deposit, and other forms of deposit, of state and national banks, savings banks, or state or federal credit unions that

has a main or branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor) or the National Credit Union Share Insurance Fund (or its successor), or secured by obligations described in G. 3. Collateral Defined. Bids/quotes for certificates of deposit may be solicited in the following ways: orally, in writing, electronically, or in any combination of the above methods.

6. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities. Securities purchased must be pledged to the City, held in the City's account, and deposited at the time of the investment with the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Such agreements may include direct security repurchase agreements and reverse security repurchase agreements with terms of 90 days or less after the delivery date. Funds received by the City under a reverse security agreement shall be used to acquire additional authorized investments, but those investments must mature no later than the expiration date stated in the reverse security repurchase agreement.
7. Local Government Investment Pools, if the pool is specifically approved by the Council and the pool invests only in investments authorized by the PFIA. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. In order to be eligible to receive City funds a pool must comply with all PFIA requirements.
8. "Money Market" mutual funds that have a rating of AAA by least one nationally recognized rating firm and are "no-load" funds. A "money

market” mutual fund must maintain a \$1 share value and include only short-term, highly liquid, and relatively low risk debt instruments. Must be registered with and regulated by the Securities and Exchange Commission. The City cannot own more than 10% of the mutual fund’s total assets.

9. Guaranteed Investment contracts are allowed investments for bond proceeds only, if such contracts have a defined termination date, are secured by U.S. Government direct or agency obligations approved by the PFIA, in an amount equal to the bond proceeds, if security is pledged to the City and deposited with the City or a third party, and if the investment term is limited to five years from the date of bond issuance. In addition, specific provisions under PFIA Section 2256.015(c) 1-5 must be met to allow investment in these contracts.

b. Not Authorized

The City’s authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities, or investment in specific instruments at levels higher than those listed below:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Holding Period

The City intends to match the holding periods of investment funds with liquidity needs of the City.

5. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- a) Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- b) Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, maintenance of adequate liquidity, and limitation of appropriate average maturity.
- c) Risk of temporary illiquidity shall be controlled by monitoring the rating of each issuer, as applicable, at least quarterly, and taking all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

F. SELECTION OF FINANCIAL INSTITUTIONS AND BROKER/DEALERS

1. Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer/Finance Director shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. In addition, the City may establish non-primary banking relationships based on deposit and unique service capabilities.

Institutions seeking to establish eligibility for the City's depository shall submit for review financial statements, evidence of federal insurance and other information as required by the Chief Financial Officer/Finance Director.

Any institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

2. Broker/Dealers

For broker/dealers, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers shall provide the City with references from public entities which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified broker/dealers authorized to engage in investment transactions with the City.

All investment providers, financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following, as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration
- certification of having received and thoroughly reviewed the City's Investment Policy, signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on

an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

G. SAFEKEEPING AND CUSTODY

1. Insurance or Collateral

All non-insured deposits and repurchase agreement investments of City funds shall be secured as required by State legislation. In order to anticipate market changes and provide a level of security for all funds, the minimum collateralization level will be 102% of market value of principal plus accrued interest on the deposits or repurchase agreement investments less any amount insured. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer/Finance Director or Director of Finance (for their respective portfolios), or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the eligible collateral pledge in each agreement. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

2. Custodial Agreement

Collateral pledged to secure deposits of the City shall be held by a custodian institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian institution shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

3. Collateral Defined

The City shall accept only the following as collateral:

- a) FDIC and NCUSIF insurance coverage.

- b) A bond, certificate of indebtedness, or note of the United States or its agencies and instrumentalities, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States or its agencies and instrumentalities.
- c) Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or its agencies and instrumentalities.
- d) A bond of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.

The use of a letter of credit issued to the City by a Federal Home Loan Bank may be considered by the City to meet the required bank depository collateral requirements.

4. Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

5. Delivery vs. Payment

Securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the City or its safekeeping agent. The security shall be held in the name of the City or held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

H. INVESTMENT POLICY ADOPTION

The City Investment Policy shall be adopted by resolution of the City Council. The Investment Committee shall review the Policy for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. The City Council shall review and approve these investment policies and strategies not less than annually.

APPENDIX A

SAMPLE INVESTMENT POLICY CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

CITY OF TEXARKANA, TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath depose and said:

My name is _____. I am a Qualified Representative of _____ (the "Business Organization"), which is engaged in the business of selling investments and desires to sell investments to the City of Texarkana, Texas. This Statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that:

1. I have reviewed the City's Investment Policy;
2. The "Business Organization" has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Texarkana and the Business Organization that are not authorized by the City's Investment Policy, except to the extent that the Business Organization has not made an analysis of the make-up of the City's entire portfolio or has not engaged in any interpretation of subjective investment standards; and
3. The statements, representations and declarations made in this document are true and correct.

Qualified Representative

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

City of Texarkana, Texas

Version: E

Update Date: 10/7/2014 6:32 PM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Charlie Bassett, CFO
Resolution No. 2014-122 approving and authorizing the City Manager to
execute the agreement between the City and Valley View Consulting, L.L.C. to
provide professional investment advisory services for the City's investable funds
Subject: for a period of two (2) years.

Briefing: 10/27/2014 **Public Hearing:** 10/27/2014 **Second Briefing:** November 10, 2014 **Council Vote:** 11/24/2014

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City has had an agreement with Valley View Consulting, L.L.C. since November 22, 2010, to provide professional investment advisory services with respect to the City's investable funds. The agreement also includes a provision for assistance in soliciting, evaluating, and completing bids for bank depository services. During the term of this agreement, Valley View has assisted the City in updating its Investment Policy to assure continued compliance with the requirements of the Public Funds Investment Act. They have prepared and presented a quarterly investment report to the Investment Committee, which is then passed through to the City Council and posted on the City's website. They have assisted staff in investing available funds at the best available rate, assisted in development of cash flow models to determine levels of investable funds, and assisted staff in the preparation and issuance of a bank depository services request. The bank depository services project required analyzing historical service usage, preparing and distributing the request, compiling and evaluating the responses, assisting in the preparation of final documents for a new bank depository contract, and assisting in the transition and implementation of the new bank depository services contract.

Despite the lower interest rate environment and changing primary depository bank, the portfolio's average yield has remained above the benchmark. Since 2010 the portfolio has averaged 0.42%, substantially above TexPool's 0.09% (the leading government investment pool). With a \$40+ million portfolio, the additional interest income approximates \$130,000 per year.

Potential Options:

- Approve agreement for professional services.
- Deny agreement.

Fiscal Implications:

City of Texarkana, Texas

Fee will be an annual amount of the greater of 0.08% of the portfolio's average quarter end book value or \$10,000.00, payable quarterly. Funds were appropriated in the current budget for this agreement.

Staff Recommendation:

Staff recommends approval of this resolution.

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. Resolution No. 2014-122 (DOC)
- c. Exhibit A (DOC)
- d. Reso. 2014-122 signed (PDF)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed	
	10/02/2014 8:46 AM			
Finance Department	Charlie Bassett	Finance Review	Completed	10/02/2014
	8:47 AM			
Finance Department	Kristin Peebles	Review	Completed	10/02/2014
	11:05 AM			
Public Information Officer		Lisa Thompson	PIO Review	Completed
	10/02/2014 2:31 PM			
City Manager	John Whitson	City Manager Review	Completed	10/06/2014
	8:53 AM			
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
	6:00 PM			

Meeting History

10/13/14 City Council MOVED FORWARD Next: 10/27/14
 Bill Cook, of Valley View Consulting LLC, 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: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2014 - 122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT BY AND BETWEEN THE CITY OF TEXARKANA, TEXAS AND VALLEY VIEW CONSULTING, L.L.C., TO PROVIDE PROFESSIONAL INVESTMENT ADVISORY SERVICES WITH RESPECT TO THE CITY OF TEXARKANA, TEXAS' INVESTABLE FUNDS FOR A PERIOD OF TWO YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, from time to time the City of Texarkana, Texas has money available for investment and in those economic times finds it prudent to consult with professional investors for the best possible advice in order to give the City quality investments to receive optimum returns on the City's money while maintaining appropriate levels of safety as required under the City's investment policy; and

WHEREAS, Valley View Consulting, L.L.C. is an experienced, respected, professional investment advisory consultant services consultant recommended by staff to invest available City of Texarkana, Texas investment funds for a period of two years at an annual fee of 0.08% of average quarterly fund balance for all combined funds, with a minimum annual fee of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), as described in attached "Exhibit A";

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

SECTION 1: That the agreement between the City of Texarkana, Texas and Valley View Consulting, L.L.C. to provide professional investment advisory services to invest available City of Texarkana, Texas investment funds for a period of two years at an annual fee of 0.08% of average quarterly fund balance for all combined funds, with a minimum annual fee of TEN THOUSAND AND NO/100 DOLLARS (10,000.00), 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 Agreement, to provide services as herein described above.

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 ____ day of ____, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

**AGREEMENT
BY AND BETWEEN
CITY OF TEXARKANA, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Texarkana (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties:
 - a) Assist the Investor in developing cash flow projections,
 - b) Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c) Advise the Investor on market conditions, general information and economic data,
 - d) Analyze risk/return relationships between various investment alternatives,
 - e) Attend occasional meetings as requested by the Investor,
 - f) Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
 - g) Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h) Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i) Assist the Investor in creating monthly portfolio accounting reports, and
 - j) Assist the Investor with primary depository bank selection.

4. The Investor agrees to:

- a) Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b) Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c) Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e) Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any financial institution or broker/dealer, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian or safekeeping agent. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2016, with the option of the Investor to extend this Agreement in additional one or two year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement

the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. Investor acknowledges that:

- 1) ____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) ____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated with the return of one executed copy to Advisor.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of City of Texarkana, Texas.

By _____
City of Texarkana

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee equal to the greater of eight basis points (0.08%) of the total portfolio's average quarter end book value or \$10,000.00. The applicable portion of said fee shall be due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Should the Investor request assistance with monthly investment portfolio accounting, additional fees shall apply. Said fee shall not exceed \$5,000.00 per year.

Should the Investor request assistance for a primary bank depository services contract request for proposal additional fees may apply. Said fee shall not exceed \$5,000.00 per request for proposal.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

RESOLUTION NO. 2014 - 122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT BY AND BETWEEN THE CITY OF TEXARKANA, TEXAS AND VALLEY VIEW CONSULTING, L.L.C., TO PROVIDE PROFESSIONAL INVESTMENT ADVISORY SERVICES WITH RESPECT TO THE CITY OF TEXARKANA, TEXAS' INVESTABLE FUNDS FOR A PERIOD OF TWO YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, from time to time the City of Texarkana, Texas has money available for investment and in those economic times finds it prudent to consult with professional investors for the best possible advice in order to give the City quality investments to receive optimum returns on the City's money while maintaining appropriate levels of safety as required under the City's investment policy; and

WHEREAS, Valley View Consulting, L.L.C. is an experienced, respected, professional investment advisory consultant services consultant recommended by staff to invest available City of Texarkana, Texas investment funds for a period of two years at an annual fee of 0.08% of average quarterly fund balance for all combined funds, with a minimum annual fee of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00), as described in attached "Exhibit A";

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

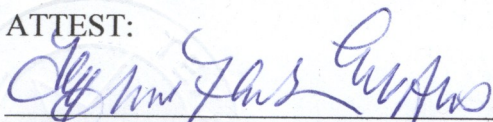
SECTION 1: That the agreement between the City of Texarkana, Texas and Valley View Consulting, L.L.C. to provide professional investment advisory services to invest available City of Texarkana, Texas investment funds for a period of two years at an annual fee of 0.08% of average quarterly fund balance for all combined funds, with a minimum annual fee of TEN THOUSAND AND NO/100 DOLLARS (10,000.00), 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 Agreement, to provide services as herein described above.

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 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:26 p.m.

**AGREEMENT
BY AND BETWEEN
CITY OF TEXARKANA, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Texarkana (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties:
 - a) Assist the Investor in developing cash flow projections,
 - b) Suggest appropriate investment strategies to achieve the Investor's objectives,
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- c) Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e) Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any financial institution or broker/dealer, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian or safekeeping agent. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

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the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

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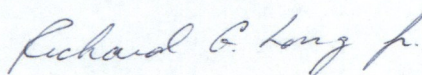
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When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated with the return of one executed copy to Advisor.

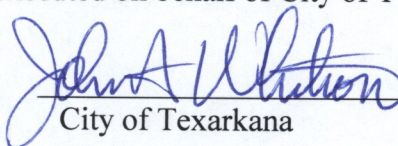
Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of City of Texarkana, Texas.

By



City of Texarkana

Date:

28 OCT 14

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee equal to the greater of eight basis points (0.08%) of the total portfolio's average quarter end book value or \$10,000.00. The applicable portion of said fee shall be due and payable at the end of each investment quarter.

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Any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

City of Texarkana, Texas

Version: D

Update Date: 10/6/2014 3:20 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** John Whitson, City Manager
Subject: Resolution No. 2014-124 setting the 2015 City Council Meeting Regular
Schedule and City Holidays.
Public **Second** November 10, **Council**
Briefing: 10/27/2014 **Hearing:** 10/27/2014 **Briefing:** 2014 **Vote:** 11/24/2014

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

NOT APPLICABLE

Executive Summary and Background Information:

The City Council annually considers and approves the schedule of regular meetings of the city council. The schedule also incorporates the city holidays to ensure close coordination of the meeting schedule with the city holidays schedule. While the city charter requires the city council meet monthly in regular session the city staff recommends continuation of twice monthly meetings to ensure transparency of all city business conducted by the city council.

Potential Options:

- Approve the schedule as recommended
- Amend the schedule to accommodate city council requirements

Fiscal Implications:

None

Staff Recommendation:

Approve the schedule as presented

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)

City of Texarkana, Texas

- b. 2014-124 RES Setting 2015 City Council Regular Meeting Schedule and City Holidays (DOC)
- c. 2014-124 ATTH 01 2015 Holiday and Council Meeting Schedule (PDF)
- d. Reso. 2014-124 signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	10/01/2014 10:49 AM			
Public Information Officer		Lisa Thompson	Review	Completed
	10/01/2014 10:50 AM			
Police	Dan Shiner	Review	Completed	10/01/2014
10:59 AM				
Municipal Prosecutor	Deborah Jones	Review	Completed	10/01/2014
11:07 AM				
Information Technology		Bobby Bean	Review	Completed
	10/01/2014 11:09 AM			
Planning and Community Development		David Orr	Review	Completed
	10/01/2014 11:09 AM			
Public Works Department		Kyle Dooley	Review	Completed
	10/01/2014 11:13 AM			
Parks, Recreation & Health		Robby Robertson	Review	Completed
	10/01/2014 11:38 AM			
Finance Department	Charlie Bassett	Review	Completed	10/01/2014
11:43 AM				
Building Code Administration		Lynn Henry	Review	Completed
	10/01/2014 12:26 PM			
Human Resources	Jim Powell	Review	Completed	10/01/2014
1:05 PM				
Fire Department	Eric Schlotter	Review	Completed	10/01/2014
1:14 PM				
Metropolitan Planning Organization		JoAnne Gray	Review	Completed
	10/02/2014 8:44 AM			
Water Utilities	Bill King	Review	Completed	10/02/2014
11:52 AM				
Municipal Court	Jennifer Evans	Review	Skipped	10/13/2014
7:23 PM				
Assistant City Manager		Jennifer Evans	Review	Skipped
	10/13/2014 7:23 PM			
City Manager	Jennifer Evans	Review	Skipped	10/13/2014
7:23 PM				
City Manager	Jennifer Evans	City Manager Review	Skipped	10/13/2014
7:23 PM				
City Council	Jennifer Evans	Meeting	Completed	10/13/2014
6:00 PM				

Meeting History

City of Texarkana, Texas

10/13/14 City Council MOVED FORWARD Next: 10/27/14
City Manager Whitson 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:

RESOLUTION NO. 2014 - 124**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, SETTING THE 2015 CITY COUNCIL
REGULAR MEETING SCHEDULE AND CITY HOLIDAYS; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, in accordance with Article II, Section 8 of the city charter the city council is required to meet at least monthly in regular session at the city hall on a date as determined by the city council; and

WHEREAS, to continue to provide for transparency in local government the city council generally meets twice monthly in regular session to conduct the city's business and consider policy items as presented and recommended by the city staff; and

WHEREAS, to provide for public access to local government the city council includes an opportunity for citizens to address the city council in a public forum setting during each regular meeting of the city council;

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

SECTION 1: Adopts the attached 2015 Schedule of City Council Meeting and City Holidays; and

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

PASSED AND APPROVED in Regular Council Session on this the 24th day of November, 2014.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2015 City of Texarkana, Texas Holiday and Council Meeting Schedule Adopted 24 NOV 14

DAY	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	HOLIDAY	SUNDAY	SUNDAY								SUNDAY	
2								SUNDAY				
3				HOLIDAY	SUNDAY		HOLIDAY					
4	SUNDAY									SUNDAY		
5				SUNDAY			SUNDAY					
6									SUNDAY			SUNDAY
7						SUNDAY			HOLIDAY			
8		SUNDAY	SUNDAY			MEETING					SUNDAY	
9		MEETING	MEETING					SUNDAY			MEETING	
10					SUNDAY			MEETING				
11	SUNDAY				MEETING					SUNDAY	HOLIDAY	
12	MEETING			SUNDAY			SUNDAY			MEETING		
13				MEETING			MEETING		SUNDAY			SUNDAY
14						SUNDAY			MEETING			MEETING
15		SUNDAY	SUNDAY								SUNDAY	
16								SUNDAY				
17					SUNDAY							
18	SUNDAY									SUNDAY		
19	HOLIDAY			SUNDAY			SUNDAY					
20									SUNDAY			SUNDAY
21						SUNDAY						
22		SUNDAY	SUNDAY			MEETING					SUNDAY	
23		MEETING	MEETING					SUNDAY			MEETING	
24					SUNDAY			MEETING				HOLIDAY
25	SUNDAY				HOLIDAY					SUNDAY		HOLIDAY
26	MEETING			SUNDAY	MEETING		SUNDAY			MEETING	HOLIDAY	
27				MEETING			MEETING		SUNDAY		HOLIDAY	SUNDAY
28						SUNDAY			MEETING			HOLIDAY
29			SUNDAY								SUNDAY	
30								SUNDAY				
31					SUNDAY							

RESOLUTION NO. 2014 - 124**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SETTING THE 2015 CITY COUNCIL REGULAR MEETING SCHEDULE AND CITY HOLIDAYS; AND ESTABLISHING AN EFFECTIVE DATE.**

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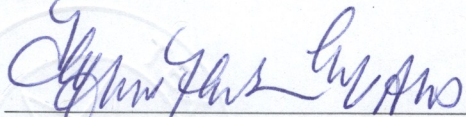
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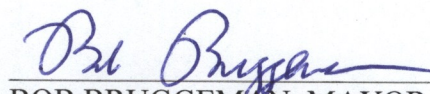
SECTION 1: Adopts the attached 2015 Schedule of City Council Meeting and City Holidays; and

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

PASSED AND APPROVED in Regular Council Session on this the 27th day of October, 2014.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:28p.m.

Briefing Sheet

Lead Department: City Manager

Action Officer: Pam Burns, Municipal Clerk

Subject: Additional Water Tower Logo Options Photos

Updates/History of Briefing:

October 13, 2014 – discussion of options and Council requested additional sketches.

Executive Summary and Background Information:

Potential Options:

- Options presented
- Additional input

Fiscal Implications:

Staff Recommendation:

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NONE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. water tower options2 (PDF)

















