



**CITY OF TEXARKANA**  
**CITY COUNCIL**  
**AGENDA • NOVEMBER 23, 2015**

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**Council Chambers**

**Regular Meeting**

**6:00 PM**

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

**Mayor**

Bob Bruggeman

**Ward 1**

Jean H. Matlock

**Ward 3**

Tina Veal-Gooch

**Ward 5**

Christy P. Paddock

**Ward 2**

Willie Ray

**Ward 4**

Brian Matthews

**Ward 6**

Josh Davis



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

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

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

- I.      **CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM**
  
- II.     **INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY PADDOCK**
  
- III.    **MAYOR'S OPENING REMARKS**

**Upcoming City Council Meetings:**

Monday, December 14, 2015 at 6:00 p.m.

**\*\*NOTE: Only one scheduled council meeting in December.**

Monday, January 11, 2016 at 6:00 p.m.

Monday, January 25, 2016 at 6:00 p.m.

**Parks & Recreation Events:**

|                           |                                                    |                  |
|---------------------------|----------------------------------------------------|------------------|
| November 26 <sup>th</sup> | Toys for Tots Softball Tournament                  | Wallace Park     |
| December 3 <sup>rd</sup>  | 16 <sup>th</sup> Annual Bramlett Beans & Cornbread | Southwest Center |
| December 9 <sup>th</sup>  | Senior Holiday Party                               | Southwest Center |
| December 17 <sup>th</sup> | Holiday Movies in the Park - "Elf"                 | Spring Lake Park |

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

**Other City Events:**

Small Business Saturday will take place Saturday, November 28<sup>th</sup> to support small businesses in Texarkana. Shoppers can stop by to support local businesses, receive Shop Small® giveaways and receive special discounts at participating locations. For free marketing materials and to learn how to participate, go to [www.shopsmall.com](http://www.shopsmall.com) <http://www.shopsmall.com> where more information and a list of other participating businesses are available.

The NEA Our Town Grant will be featured as part of the TRAHC Holiday Open House & Arts Market at the Regional Arts Center on Friday, December 4<sup>th</sup> from 10:00 a.m. - 5:00 p.m. and on Saturday, December 5<sup>th</sup> from 10:00 a.m. - 4:00 p.m. The public is invited to the open house to learn about plans for the space and to provide input for the design team.



The Texarkana Arts and Historic District committee will host TripAdvisor executive Scott Caufield on Wednesday, December 9<sup>th</sup> to discuss regional marketing and tourism efforts. The seminar will take place from 9:30 a.m. - 11:00 a.m. at the Texarkana Convention Center located at 910 South Cowhorn Creek Loop and will highlight data that TripAdvisor has collected on tourism in Texarkana.

***Presentations***

Citizen Life Saving Award - Ray Harris, Jr.

Small Business Saturday Proclamation November 28, 2015

***Appointments to Boards & Commissions*****IV. OPEN FORUM: COMMENTS FROM THE PUBLIC (LIMIT 5 MINUTES EACH)**

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

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

1. Resolution No. 2015-133 setting the 2016 city council meeting calendar and city holiday closings.

Public Hearing:

Second Briefing:

Council Vote: November 23, 2015

***Action Items***

2. Resolution No. 2015-100 naming the roadway described as S(c)hilling(s) Lane or Shilling Road from Summerhill Road to the west dead end as Shilling Road, and naming the newly constructed street between Shilling Road and Summerhill Road to University Avenue.

Public Hearing: October 26, 2015

Second Briefing: November 9, 2015

Council Vote: November 23, 2015

**VI. FIRST BRIEFINGS**

1. Resolution No. 2015-120 establishing a program for making loans and grants of public money and providing city personnel and services to promote local economic development and to stimulate business and commercial activity in the city.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

2. Resolution No. 2015-121 authorizing the City Manager to enter into an incentive agreement with Ocean Canyon Properties Inc., funded by the City of Texarkana's Economic Development Fund, in an amount not to exceed FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800).

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

3. Resolution No. 2015-125 approving Bowie Central Appraisal District's 2015 tax rolls.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

4. Ordinance No. 2015-129 rezoning an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Single Family-2 to Office. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

5. Ordinance No. 2015-130 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 0.9 acre tract of land located in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

6. Ordinance No. 2015-131 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 7.39 acre tract of land located at 1601 Mall Drive. Church on the Rock, applicant. Jason Offutt, Ace Sign Company, agent.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

7. Ordinance No. 2015-132 rezoning an approximate 1.12 acre tract of land located in the J.M. Goff HRS, A-244, located at 3012 Moores Lane. Agriculture to Planned Development-Office. Alan Schimming, applicant. David Williams, MTG Engineering, agent.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

8. Ordinance No. 2015-135 amending the Code of Ordinances Sec. 18-14 - Outdoor Burning.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

9. Resolution No. 2015-137 authorizing funding for Riverbend Water Resources District.

Public Hearing: December 14, 2015  
Second Briefing: January 11, 2016  
Council Vote: January 25, 2016

10. Resolution No. 2015-139 authorizing the City Manager to enter into a tri-party utilities agreement with TexAmericas Center and Riverbend Water Resources District.

Public Hearing: December 14, 2015  
Second Briefing:  
Council Vote: December 14, 2015

11. Resolution No. 2015-126 casting votes for candidate(s) for membership on the Bowie Central Appraisal District's Board of Directors to serve for the 2016-2017 term.

Public Hearing: November 23, 2015  
Second Briefing: November 23, 2015  
Council Vote: November 23, 2015

12. Ordinance No. 2015-127 amending the fiscal year 2015 General Fund budget to appropriate expenditures for the purchase of Motorola radio equipment in an amount not to exceed ONE MILLION ONE HUNDRED TWENTY THOUSAND ONE HUNDRED FIFTY-FOUR AND 32/100 DOLLARS (\$1,120,154.32).

Public Hearing: November 23, 2015  
Second Briefing: November 23, 2015  
Council Vote: November 23, 2015

## **VII. PUBLIC HEARINGS**

1. The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2015). The Public Comment Hearing will be held on November 23rd for the 2014 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 10 - 25, 2015.
2. Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

3. Ordinance No. 2015-112 amending the Code of Ordinances by adopting the International Building Code, IBC, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-75 and 105-76 of the Code.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

4. Ordinance No. 2015-113 amending the Code of Ordinances by adopting the International Plumbing Code, IPC, 2015 edition, the International Fuel Gas Code, 2015 edition, and the International Mechanical Code, 2015 edition, each with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-256, 105-257, 105-258 and 105-259 of the Code.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

5. Ordinance No. 2015-114 amending the Code of Ordinances adopting the International Property Maintenance Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-356 and 105-357 of the Code.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

6. Ordinance No. 2015-115 amending the Code of Ordinances by adopting the International Residential Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-98 and 105-99 of the Code.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

7. Resolution No. 2015-122 approving the City's investment policy.

Public Hearing: November 23, 2015  
Second Briefing: December 14, 2015  
Council Vote: January 11, 2016

## **VIII. SECOND BRIEFING WITH UPDATES**

## **IX. SECOND BRIEFING WITHOUT UPDATES**

1. Resolution No. 2015-118 changing the City's General Election May uniform date to the November uniform date.



Public Hearing: November 9, 2015  
Second Briefing: November 23, 2015  
Council Vote: December 14, 2015

**X. ITEMS FOR DISCUSSION**

Staff Updates

**XI. ADMINISTRATIVE COMMENTS**

1. Council
2. Staff

**XII. ADJOURNMENT**

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Jennifer Evans, City Secretary

This meeting is being conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551).

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

## Briefing Sheet

Version:  
Update Date: 9/29/2015 1:48 PM

**Lead Department:** City Secretary

**Action Officer:** Jennifer Evans, City Secretary

**Subject:** Small Business Saturday Proclamation November 28, 2015

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### Updates/History of Briefing:

NOT APPLICABLE

### Executive Summary and Background Information:

Information attached.

### Potential Options:

- None
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### Fiscal Implications:

N/A

### Staff Recommendation:

Mayor to proclaim Small Business Saturday in Texarkana, Texas

### Advisory Board/Committee Review:

NONE

### Board/Committee Recommendation:

NOT APPLICABLE

### Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

### Attachments

- Small Business Saturday Information 112815 (PDF)
- Small Business Saturday Proc. 112815 (PDF)



## WHAT IS SMALL BUSINESS SATURDAY?

**Small Business Saturday**<sup>SM</sup> was created in 2010 in response to small business owners' most pressing need: more customers. Falling between Black Friday and Cyber Monday, it's a day to support the local businesses that create jobs, boost the economy and preserve neighborhoods around the country. It has since become a nation-wide, well-known celebrated event on the national calendar with support from elected officials, public and private organizations.



## WHY SUPPORT SMALL BUSINESS SATURDAY?

- Demonstrates commitment to the communities in which we live
- Creates goodwill within the communities
- When we support small business, jobs are created and local communities preserve their unique culture

## WHAT PEOPLE ACROSS THE NATION ARE SAYING ABOUT 2014 SMALL BUSINESS SATURDAY\*:

*"My chocolate shop had 400% more in sales than last year's Small Business Saturday (and last year was very strong) and at least 400% more in foot traffic. In fact, I had to stay open three additional hours due to the foot traffic and sales."*

– Ricardo Trillos, Cao Chocolates, Miami, FL

*"We hosted one of the featured Etsy Trunk Shows on Small Business Saturday and saw about triple the sales we ordinarily would have that day because of the event. About 300 people came by the store that night, which never happens!"*

– Michelle Smith, Gather, Cary, NC

*"This was not only the most successful Small Business Saturday for the store, but there were more sales than any day of our six and a half years of business. For much of the day the line took up half of our store!"*

– Bill Jette and Dixie Carrol, J Marcel, Providence, RI

*"I thought it was going to be difficult to beat last year's great Small Business Saturday sales figures, but we ended up beating those numbers by 23%!"*

– Catherine Stigler, Planet Access Company Store, Chicago, IL

*"We had over 3,600 visitors to our Small Business Saturday event. Last year we had about 1,200 people stop by."*

– Audrey Thacker, Artisan Markets, Scottsdale, AZ

\*If you would like to include any of this content please reach out to [meganh@mbooth.com](mailto:meganh@mbooth.com)

## 2014 SMALL BUSINESS SATURDAY FACTS:

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- More than two-thirds of the U.S. population were aware of Small Business Saturday (67%)
- The U.S. Senate unanimously passed a resolution recognizing November 29, 2014 as Small Business Saturday and supporting efforts to encourage consumers to shop locally and increase awareness of the value of locally owned small businesses and the impact of locally owned small businesses on the economy of the United States
- Elected officials in all 50 states and Washington, D.C. – including President Obama and many senior government officials – championed Small Business Saturday
- 386 small business advocate groups supported the nationwide initiative
- Four hundred forty-six corporations, including FedEx, Eventbrite, Microsoft, and Yelp, banded together with American Express to promote shopping at small businesses for Small Business Saturday
- On November 29 alone, more than 126,000 tweets were sent in support of Small Business Saturday, many using the hashtags #SmallBizSat and #ShopSmall, a 10% increase from the previous year
- Nearly 3,000 Neighborhood Champions around the country rallied local businesses and created events and activities in their communities.

## JOIN THE COALITION:

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Building on the success of the previous five years, we plan to scale this year's Small Business Saturday by expanding the coalition of supporters and creating more local events around the country. This includes support from advocacy organizations that join the initiative to motivate constituents through incentives and offers to Shop Small on November 28, 2015.

The coalition will be led by Women Impacting Public Policy, a business advocacy organization representing small businesses.

**Join Us!**

## CONTACT INFO:

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Jason Lalak, Vice President, Women Impacting Public Policy (WIPP) | Phone: (415) 434-4314 | Email: JLalak@wipp.org



# PROCLAMATION

## *Small Business Saturday November 28, 2015*

**Whereas**, the government of the City of Texarkana, Texas, celebrates our local small businesses and the contributions they make to our local economy and community; according to the United States Small Business Administration, there are currently 27.9 million small businesses in the United States, they represent more than 99.7 percent of American employer firms, create more than two-thirds of the net new jobs, and generate 46 percent of private gross domestic product, as well as, 54 percent of all US sales; and

**Whereas**, small businesses employ over 55 percent of the working population in the United States; and

**Whereas**, 89 percent of consumers in the United States agree that small businesses contribute positively to the local community by supplying jobs and generating tax revenue; and

**Whereas**, 87 percent of consumers in the United States agree that small businesses are critical to the overall economic health of the United States; and

**Whereas**, 93 percent of consumers in the United States agree that it is important for people to support the small businesses that they value in their community; and

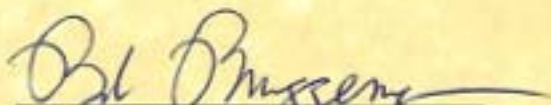
**Whereas**, the City of Texarkana, Texas supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

**Whereas**, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

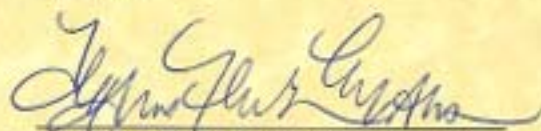
**NOW, THEREFORE**, I, Bob Bruggeman, Mayor of the City of Texarkana, Texas do hereby proclaim, November 28, 2015, as:

### **SMALL BUSINESS SATURDAY**

**and** urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

  
Bob Bruggeman, Mayor  
City of Texarkana, Texas

**Attest:**

  
Jennifer Evans, City Secretary  
City of Texarkana, Texas



## City of Texarkana, Texas

Version: B

Update Date: 11/16/2015 8:32 AM

**Briefing Sheet**

**Lead Department:** City Manager **Action Officer:** John Whitson, City Manager  
**Subject:** Resolution No. 2015-133 setting the 2016 city council meeting calendar and city holiday closings.  
**Briefing:** 11/23/2015 **Public Hearing:** **Second Briefing:** **Council Vote:** 11/23/2015

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

NOT APPLICABLE

**Executive Summary and Background Information:**

Each year the city council sets the dates on which the city council will be meeting in regular session to conduct the official business of the city. The 2016 holiday schedule does not conflict with any of the second or fourth Mondays throughout the year, therefore all regular sessions of the city council will be convened on the second and fourth Mondays each month. There will only be one meeting in December.

**Potential Options:**

- None
- 

**Fiscal Implications:**

None

**Staff Recommendation:**

Adopt the schedule as prepared and presented

**Advisory Board/Committee Review:**

NONE

**Board/Committee Recommendation:**

NOT APPLICABLE

**Advisory Board/Committee Meeting Date and Minutes:**

NOT APPLICABLE

**Attachments**



## City of Texarkana, Texas

- a. 2015-133 RES Setting 2016 City Council Regular Meeting Schedule and City Holidays (DOC)
- b. 2015-133 ATTH 01 2016 City Holiday and Council Meeting Schedule (PDF)
- c. 2015-133 Goals & Perspectives (PDF)

### Staff Coordination

|                                    |                     |                        |                        |            |
|------------------------------------|---------------------|------------------------|------------------------|------------|
| City Manager                       | John Whitson        | Department Head Review | Completed              |            |
|                                    | 11/12/2015 9:57 AM  |                        |                        |            |
| Police                             | Dan Shiner          | Review                 | Completed              | 11/12/2015 |
| 10:00 AM                           |                     |                        |                        |            |
| Parks, Recreation & Health         |                     | Robby Robertson        | Review                 | Completed  |
|                                    | 11/12/2015 10:01 AM |                        |                        |            |
| Planning and Community Development | David Orr           | Review                 | Completed              |            |
|                                    | 11/12/2015 10:02 AM |                        |                        |            |
| City Attorney                      | Jeffery C. Lewis    | Review                 | Completed              | 11/12/2015 |
| 10:03 AM                           |                     |                        |                        |            |
| Fire Department                    | Eric Schlotter      | Review                 | Completed              | 11/12/2015 |
| 10:07 AM                           |                     |                        |                        |            |
| Public Works Department            |                     | Kyle Dooley            | Review                 | Completed  |
|                                    | 11/12/2015 10:50 AM |                        |                        |            |
| Human Resources                    | Jim Powell          | Review                 | Completed              | 11/12/2015 |
| 10:52 AM                           |                     |                        |                        |            |
| Finance Department                 | Charlie Bassett     | Review                 | Completed              | 11/12/2015 |
| 1:47 PM                            |                     |                        |                        |            |
| Economic Development               |                     | Jerry Sparks           | Review                 | Completed  |
|                                    | 11/13/2015 7:57 AM  |                        |                        |            |
| Building Code Administration       |                     | Lynn Henry             | Review                 | Completed  |
|                                    | 11/16/2015 6:49 AM  |                        |                        |            |
| Water Utilities                    | JD Phillips         | Review                 | Completed              | 11/19/2015 |
| 3:52 PM                            |                     |                        |                        |            |
| Assistant City Manager             |                     | Shirley Jaster         | Assistant City Manager |            |
| Review                             | Completed           | 11/19/2015 4:07 PM     |                        |            |
| Public Information Officer         |                     | Lisa Thompson          | PIO Review             | Completed  |
|                                    | 11/19/2015 4:08 PM  |                        |                        |            |
| City Manager                       | John Whitson        | City Manager Review    | Completed              | 11/19/2015 |
| 4:13 PM                            |                     |                        |                        |            |
| City Council                       | Vicky Coopwood      | Meeting                | Pending                | 11/23/2015 |
| 6:00 PM                            |                     |                        |                        |            |

### Meeting History

**RESOLUTION NO. 2015 - 133****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SETTING THE 2016 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 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:** That the City Council adopts the attached 2016 Schedule of City Council Meetings and City Holidays.

**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 **23<sup>rd</sup> day of November, 2015.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



## 2016 City of Texarkana, Texas Holiday and Council Meeting Schedule

| DAY | JAN     | FEB     | MAR     | APR     | MAY     | JUN     | JUL     | AUG     | SEP     | OCT     | NOV     | DEC     |
|-----|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1   | HOLIDAY |         |         |         | SUNDAY  |         |         |         |         |         |         |         |
| 2   |         |         |         |         |         |         |         |         |         | SUNDAY  |         |         |
| 3   | SUNDAY  |         |         | SUNDAY  |         |         | SUNDAY  |         |         |         |         |         |
| 4   |         |         |         |         |         |         | HOLIDAY |         | SUNDAY  |         |         | SUNDAY  |
| 5   |         |         |         |         |         | SUNDAY  |         |         | HOLIDAY |         |         |         |
| 6   |         |         | SUNDAY  |         |         |         |         |         |         |         | SUNDAY  |         |
| 7   |         | SUNDAY  |         |         |         |         |         | SUNDAY  |         |         |         |         |
| 8   |         | MEETING |         |         | SUNDAY  |         |         | MEETING |         |         |         |         |
| 9   |         |         |         |         | MEETING |         |         |         |         | SUNDAY  |         |         |
| 10  | SUNDAY  |         |         | SUNDAY  |         |         | SUNDAY  |         |         | MEETING |         |         |
| 11  | MEETING |         |         | MEETING |         |         | MEETING |         | SUNDAY  |         | HOLIDAY | SUNDAY  |
| 12  |         |         |         |         |         | SUNDAY  |         |         | MEETING |         |         | MEETING |
| 13  |         |         | SUNDAY  |         |         | MEETING |         |         |         |         | SUNDAY  |         |
| 14  |         | SUNDAY  | MEETING |         |         |         |         | SUNDAY  |         |         | MEETING |         |
| 15  |         |         |         |         | SUNDAY  |         |         |         |         |         |         |         |
| 16  |         |         |         |         |         |         |         |         |         | SUNDAY  |         |         |
| 17  | SUNDAY  |         |         | SUNDAY  |         |         | SUNDAY  |         |         |         |         |         |
| 18  | HOLIDAY |         |         |         |         |         |         |         | SUNDAY  |         |         | SUNDAY  |
| 19  |         |         |         |         |         | SUNDAY  |         |         |         |         |         |         |
| 20  |         |         | SUNDAY  |         |         |         |         |         |         |         | SUNDAY  |         |
| 21  |         | SUNDAY  |         |         |         |         |         | SUNDAY  |         |         |         |         |
| 22  |         | MEETING |         |         | SUNDAY  |         |         | MEETING |         |         |         |         |
| 23  |         |         |         |         | MEETING |         |         |         |         | SUNDAY  |         | HOLIDAY |
| 24  | SUNDAY  |         |         | SUNDAY  |         |         | SUNDAY  |         |         | MEETING | HOLIDAY | SUNDAY  |
| 25  | MEETING |         | HOLIDAY | MEETING |         |         | MEETING |         | SUNDAY  |         | HOLIDAY |         |
| 26  |         |         |         |         |         | SUNDAY  |         |         | MEETING |         |         | HOLIDAY |
| 27  |         |         | SUNDAY  |         |         | MEETING |         |         |         |         | SUNDAY  | HOLIDAY |
| 28  |         | SUNDAY  | MEETING |         |         |         |         | SUNDAY  |         |         | MEETING |         |
| 29  |         |         |         |         | SUNDAY  |         |         |         |         |         |         |         |
| 30  |         |         |         |         | HOLIDAY |         |         |         |         | SUNDAY  |         |         |
| 31  | SUNDAY  |         |         |         |         |         | SUNDAY  |         |         |         |         |         |

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input type="checkbox"/> Deliver Efficient Services<br><input checked="" type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                               |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other:

## City of Texarkana, Texas

Version: C

Update Date: 11/10/2015 9:28 AM

**Briefing Sheet**

**Lead Department:** Public Works Department      **Action Officer:** Kyle Dooley  
Resolution No. 2015-100 naming the roadway described as S(c)hilling(s) Lane or Shilling Road from Summerhill Road to the west dead end as Shilling Road, and naming the newly constructed street between Shilling Road and Summerhill Road to University Avenue.

**Subject:** Road to University Avenue.

**Briefing:** 11/23/2015      **Public Hearing:** 10/26/2015      **Second Briefing:** November 9, 2015      **Council Vote:** 11/23/2015

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

The second briefing with updates was presented at the City Council Meeting on November 9, 2015. During this presentation, Council requested that the resolution be updated to name the newly constructed portion of street to University Avenue and that the roadway known as Shilling Road/Lane to be officially named as Shilling Road. The resolution has been updated to read as requested by Council.

The public hearing on this item was held at the City Council Meeting on October 26, 2015. One resident, Skip Colvin, 3109 Shilling Road, spoke during the public hearing. Mr. Colvin made several points during his presentation. Below is a summary of the points he made.

- He asked if there was an agreement with Texas A & M - Texarkana to change the street name to University Avenue.
- He asked that, if the street name was changed, the residents be given ample time to change their addresses. He mentioned possibly one year.
- He recommended a three way stop at the new "T" intersection. He stated that traffic was moving at a high rate of speed through this area. He stated he had seen a vehicle roll through the new stop sign there and was concerned about possible accidents.
- He recommended that Council consider changing the name to University – Shillings to preserve the heritage and history of the street.
- He recommended adding street lights, like the ones that have been added with the new street construction, on the remaining section of street when it is reconstructed.

No one else spoke at the public hearing. At this time, staff has not been contacted by any other resident about this item.

**Executive Summary and Background Information:**

Construction is nearing completion on the University Phase IV street construction project. As part of this project, a new portion of street has been constructed between Shilling Lane and Summerhill Road. This portion of new roadway has not been named yet. Also, University Avenue has been named from Richmond Road all the way to the current west end of Shilling Lane. Staff is recommending naming

## City of Texarkana, Texas

the newly constructed portion of roadway University Avenue. In doing so, this would leave a portion of Shilling Lane between the current end of University Avenue and the new street. Staff is recommending renaming this section University Avenue to provide street name continuity from Richmond Road to Summerhill Road. There is also a small piece of Shilling Lane that remains from the current end of University Avenue to the west dead end of the street. It serves one address, 3650 Shilling Lane. Staff is recommending changing this small portion of roadway from Shilling Lane to Shilling Trail.

There are 9 residential properties that currently have a Shilling Lane address that would be affected by this proposed street name change. Should council approve the street name change, those current addresses would change. Staff is sending letter 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 Shilling Lane to University Avenue
- Do not approve the resolution and Shilling Lane will continue with the current name.

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### Fiscal Implications:

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

### Staff Recommendation:

Staff recommends approval of the resolution.

### Advisory Board/Committee Review:

NONE

### Board/Committee Recommendation:

NOT APPLICABLE

### Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

### Attachments

- a. 2015-100 RES ATTCH No. 1 Goals & Perspectives (DOCX)
- b. 2015-100 RES ATTCH No. 2 Proposed Street Renaming Map (PDF)
- c. 2015-100 RES ATTCH No. 3 Residential Letter Shilling Lane Street Name Change (DOCX)
- d. 2015-100 RES Shilling Lane Street Name Change (DOC)
- e. 2015-100 RES ATTCH No. 4 Proposed Street Renaming Map - Alternative Option (PDF)

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### Staff Coordination

|                         |             |                        |
|-------------------------|-------------|------------------------|
| Public Works Department | Kyle Dooley | Department Head Review |
|                         | Completed   | 09/25/2015 11:48 AM    |
| Police                  | Dan Shiner  | Review                 |
| 7:32 AM                 |             | Completed 10/01/2015   |

### City of Texarkana, Texas

|                                  |                     |                     |                        |            |
|----------------------------------|---------------------|---------------------|------------------------|------------|
| Fire Department<br>12:53 PM      | Eric Schlotter      | Review              | Completed              | 10/05/2015 |
| Building Code Administration     |                     | Lynn Henry          | Review                 | Completed  |
|                                  | 10/07/2015 10:48 AM |                     |                        |            |
| Assistant City Manager<br>Review | Completed           | Shirley Jaster      | Assistant City Manager |            |
|                                  |                     | 10/07/2015 12:53 PM |                        |            |
| Public Information Officer       |                     | Lisa Thompson       | PIO Review             | Completed  |
|                                  | 10/07/2015 1:29 PM  |                     |                        |            |
| City Manager<br>3:38 PM          | John Whitson        | City Manager Review | Completed              | 10/07/2015 |
| City Council<br>6:00 PM          | Jennifer Evans      | Meeting             | Completed              | 10/12/2015 |

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#### Meeting History

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/12/15 | City Council | MOVED FORWARD | Next: 10/26/15 |
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                           |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                               |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

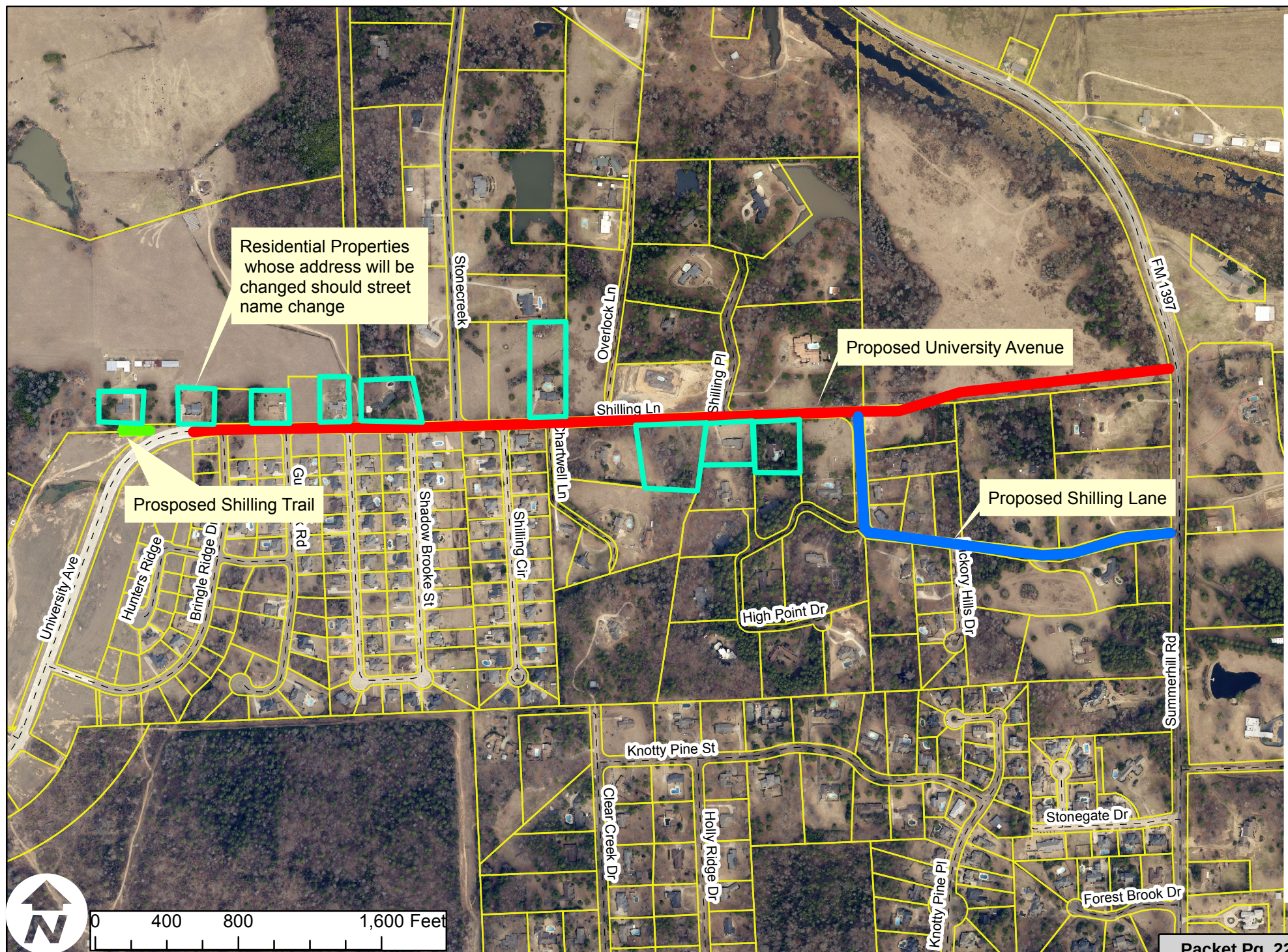
|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input type="checkbox"/>            | Newspaper Notice (Required by Statute) | <input type="checkbox"/>            | Public Hearing (Required by Statute) |
| <input checked="" type="checkbox"/> | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input checked="" type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            |                                      |

Other:



# Proposed Street Name Change for Shilling Lane

5.2.b







CITY OF  
**TEXARKANA**  
Public Works Department TEXAS

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

5.2.c

October 8, 2015

Re: Proposed Shilling Lane Street Name Change

Dear Resident,

The Texarkana, Texas City Council will consider a street name change for Shilling Lane in the upcoming weeks. This name change is proposed for the portion of Shilling Lane from University Avenue to the west end of the newly constructed street project, and also for the newly constructed portion between Summerhill Road and Shilling Lane. If approved, this street will be named University Avenue.

The proposal is an effort to alleviate possible confusion of where Shilling Lane and University Avenue starts and stops. Since the recent street construction projects in the area have changed the street layouts, 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 October 26<sup>th</sup>, 2015 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](mailto:kdooley@txkusa.org).

Sincerely,

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

**RESOLUTION NO. 2015-100**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, NAMING THE ROADWAY DESCRIBED AS S(C)HILLING(S) LANE OR SHILLING ROAD FROM SUMMERHILL ROAD TO THE WEST DEAD END AS SHILLING ROAD, AND NAMING THE NEWLY CONSTRUCTED STREET BETWEEN SHILLING ROAD AND SUMMERHILL ROAD TO UNIVERSITY AVENUE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Texarkana, Texas, has recently completed construction on a new street between Shilling Road and Summerhill Road; and

**WHEREAS**, it is necessary to name the new street that has been constructed between Shilling Road and Summerhill Road; and

**WHEREAS**, it is necessary to name the roadway described by headright surveys, subdivision plats, and street name signs as S(c)hilling(s) Lane and/or Shilling Road, between Summerhill Road and the west dead end of the street, to alleviate the different versions of the street name and set one official name for this portion of roadway.

**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 Shilling Road and Summerhill Road be officially named as **University Avenue**.

**SECTION 2:** That the name of the roadway described as S(c)hilling(s) Lane or Shilling Road from Summerhill Road to the west dead end be officially named as **Shilling Road**.

**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 **23<sup>rd</sup> day of November, 2015**.

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

Attachment: 2015-100 RES Shilling Lane Street Name Change [Revision 2] (1369 : Res. No. 2015-100 Renaming of Shilling Lane)



# Proposed Street Name Change for Shilling Lane - Alternative Option

5.2.e





## City of Texarkana, Texas

Version: C

Update Date: 11/20/2015 11:36 AM

## Briefing Sheet

**Lead Department:** Economic Development **Action Officer:** Jerry Sparks, Economic Developer  
Resolution No. 2015-120 establishing a program for making loans and grants of public money and providing city personnel and services to promote local economic development and to stimulate business and commercial activity in the city.

**Subject:** city.

**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

## Item Schedule

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

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

Following an August 2015 presentation on the potential use of the Chapter 380 agreements, staff and legal counsel prepared Chapter 380 Program Requirements for consideration by the Council.

## Potential Options:

- None
- 

## Fiscal Implications:

No immediate fiscal implications. Approval would allow Council to offer certain economic development incentives at a later date.

## Staff Recommendation:

Staff recommends approval

## Advisory Board/Committee Review:

NONE

## Board/Committee Recommendation:

"NOT APPLICABLE"

## Advisory Board/Committee Meeting Date and Minutes:

## Attachments

- 2015-120 RES Establishing Chapter 380 Economic Development Program (DOC)
- 2015-120 EXH-1 Chapter 380 Program Requirements (PDF)
- 2015-120 RES Goals & Perspectives (DOCX)

## City of Texarkana, Texas

- d. 2015-120 ATT 1-Example Funds analysis Chapter 380 (PDF)
- e. 2015-120 ATT 2- Example Funds analysis Chapter 380 (PDF)
- f. 2015-120 EXH-1 Chapter 380 Program Requirements (PDF)

### Staff Coordination

|                            |                    |                     |                        |            |
|----------------------------|--------------------|---------------------|------------------------|------------|
| Economic Development       |                    | Jerry Sparks        | Department Head Review |            |
|                            | Completed          | 11/20/2015 6:57 AM  |                        |            |
| Finance Department         | Kristin Peebles    | Finance Review      | Completed              | 11/20/2015 |
| 8:27 AM                    |                    |                     |                        |            |
| Finance Department         | Charlie Bassett    | Finance Review      | Completed              | 11/20/2015 |
| 8:43 AM                    |                    |                     |                        |            |
| Assistant City Manager     |                    | Shirley Jaster      | Assistant City Manager |            |
| Review                     | Completed          | 11/20/2015 8:52 AM  |                        |            |
| Public Information Officer |                    | Lisa Thompson       | PIO Review             | Completed  |
|                            | 11/20/2015 8:54 AM |                     |                        |            |
| City Manager               | John Whitson       | City Manager Review | Completed              | 11/20/2015 |
| 12:27 PM                   |                    |                     |                        |            |
| City Council               | Vicky Coopwood     | Meeting             | Pending                | 11/23/2015 |
| 6:00 PM                    |                    |                     |                        |            |

### Meeting History

**RESOLUTION NO. 2015-120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ESTABLISHING A PROGRAM FOR MAKING LOANS AND GRANTS OF PUBLIC MONEY AND PROVIDING PERSONNEL AND SERVICES OF THE CITY TO PROMOTE LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE CITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, the City Council has the authority to establish a program for making loans and grants of public money and providing personnel and services of the City to promote local economic development and to stimulate business and commercial activity in the City; and

**WHEREAS**, the City Council chooses to extend business incentives as authorized by Texas law when such incentives improve the quality of life for all citizens through the creation and retention of job opportunities within the community.

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

**SECTION 1:** That the City Council adopts the CHAPTER 380 PROGRAM REQUIRMENTS to establish program guidelines for extending certain business incentives as authorized by Texas law.

**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 25<sup>th</sup> day of January, 2016.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



**City of Texarkana, Texas**  
**Chapter 380 Program Requirements**

**Preamble**

Pursuant to Chapter 380 of the Texas Local Government Code, the City Council of the City of Texarkana, Texas, establishes a program for making loans and grants of public money and providing personnel and services of the City to promote local economic development and to stimulate business and commercial activity in the City.

**Policy Statement**

The City Council chooses to extend business incentives as authorized by Texas law when such incentives improve the quality of life for all citizens through the creation and retention of job opportunities within the community. The program requirements provide the criteria for City administrative review and City Council consideration when exercising discretion to grant business incentives. This program neither requires nor binds the City Council to grant any business incentive.

**Effective Date and Duration**

These program requirements are effective upon the date of the City Council's adoption. The City Council may, at any time, eliminate the program or modify any provision.

**Section 1. Definitions.**

- 1.1 “Agreement” means a written contract authorized by resolution of the City Council and signed by the City Manager and the Business Incentive Prospect.
- 1.2 “Business Incentive” means any financial or non-financial inducement offered by the City to a Business Incentive Prospect.
- 1.3 “Business Incentive Period” means the commencement date and termination date of the Business Incentive;
- 1.4 “Business Incentive Prospect” means a property owner, lessor, or lessee who proposes a project for consideration of a Business Incentive.
- 1.5 “City” or “Texarkana” means the City of Texarkana, Texas.
- 1.6 “City Council” means the City's elective Council as constituted by Texarkana's City Charter.

- 1.7 “Deferred Maintenance Improvements” means improvements necessary for continued operation that either do not improve productivity or do not alter the process technology.
- 1.8 “Eligible Project” means Eligible Property, Exceptional Project, Existing Facility, Expanded Facility, Facility Modernization, or New Facility which, as a direct result of granting a Business Incentive, is reasonably likely to cause (1) the retention or expansion of primary employment, (2) an increase in the City's property tax base, or (3) the attraction of a major investment that would contribute to new economic development within the City.
- 1.9 “Eligible Property” means buildings, structures, fixed machinery and equipment, site improvements, or related fixed improvements, made or added subsequent to and specified in an Agreement. “Eligible Property” does not include “Ineligible Property”.
- 1.10 “Exceptional Project” means a project that makes use of an underutilized asset, diversifies the local economic base, creates leverage with local economic interests, expands the local market for a good or service, or is located in a designated redevelopment or historical area or neighborhood.
- 1.11 “Expanded Facility” means the addition of buildings, structures, machinery, equipment or payroll to an Existing Facility for purposes of increasing production capacity.
- 1.12 “Existing Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- 1.13 “Facility Modernization” means replacing or upgrading an Existing Facility, through one or more combinations of construction, alteration, or installation of buildings, structures, machinery, or equipment, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of an operation.
- 1.14 “Force Majeure” means an event, circumstance, or act of a third party that is beyond the control of either the City or the Business Incentive Prospect (e.g., “acts of God” as recognized by law; an act of the public enemy; an act of a government entity; acts of war; compliance with laws or regulations; strikes or other labor disturbances; hurricanes; earthquakes; fires; floods; epidemics; embargoes; war; and riots).
- 1.15 “Ineligible Property” means land, inventories, housing, supplies, tools, furnishings, other personal property, Deferred Maintenance Improvements, and property which has a Productive Life of less than ten (10) years.
- 1.16 “New Facility” means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expanded Facility or Facility Modernization.
- 1.17 “Non-appropriations Event” means a lack of sufficient funding or revenue, funds becoming unavailable, no funds appropriated by the City, or insufficient funds

appropriated by the City, for any Business Incentive due under the Agreement or any other performance of City obligations under the Agreement.

- 1.18 “Productive Life” means the number of years a property improvement is expected to be in service.

## **Section 2. Limited Availability, Exclusions, and Threshold Prerequisites**

- 2.1 *Limited Availability.* Subject to Section 2.2, a Business Incentive shall be available only for an Eligible Project.
- 2.2 *Exclusions to Eligible Project.* A Business Incentive shall not be available to an otherwise Eligible Project in the event of any of the following:
- 2.2.1 Any proposed project activity (not including the Business Incentive Prospect's planning and due diligence) occurs prior to the filing of an application for a Business Incentive.
  - 2.2.2 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, has an outstanding tax lien owing to any governmental entity.
  - 2.2.3 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, within the five-year period preceding the date of filing the application, has been cited, noticed, or fined for noncompliance or violation of a federal law or regulation, a state law or regulation, or a City code, ordinance, or resolution.
  - 2.2.4 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, is a party to a claim or proceeding against the City or is implicated in a claim or proceeding against a third party that may hinder or interfere with the efficacy of the Business Incentive.
- 2.3 *Threshold Prerequisites.* As a condition for application filing and City administrative evaluation, the project must:
- 2.3.1 Conform to the City's Comprehensive Zoning Ordinance;
  - 2.3.2 Comply with all City ordinances and state and federal laws and regulations;
  - 2.3.3 Meet at least one of the following:
    - 2.3.3.1 The project value, including land, construction and fixed improvements, totals at least \$10,000,000 for new Construction or at least \$5,000,000 for an Existing Facility;

- 2.3.3.2 The City deems the project an Exceptional Project;
- 2.3.3.3 The project contributes to the retention or expansion of employment;
- 2.3.3.4 The project contributes substantially to redevelopment efforts as opposed to merely transferring employment from one business in the City to another;
- 2.3.3.5 At least fifty (50) jobs will be created or retained that meet or exceed the per capita income level in the Texarkana MSA.
- 2.3.3.6 At least \$5,000,000 in annual payroll will be paid by the project; or
- 2.3.3.7 At least \$400,000 in local sales taxes are to be directly generated by the project.

### **Section 3. Application Guidelines and Evaluation.**

- 3.1 *Application.* Any Business Incentive Prospect may request the consideration of a Business Incentive by filing a completed Business Incentive Program Application with the City Secretary.
  - 3.1.1 *Map, Description, and Schedule.* The Business Incentive Prospect must include with the application submission a detailed map and property description together with a time schedule for undertaking and completing the project.
  - 3.1.2 *Application materials.* The Business Incentive Prospect must submit detailed financial and other information to enable City to evaluate the proposed project with the evaluative criteria set forth in section 3.2. Any required appraisal or appraised value required in section 3.2 by shall be performed or otherwise secured from the Chief Appraiser of the Bowie Central Appraisal District.
  - 3.1.3 *Administrative rejection of application without prejudice.* The City administration shall reject any incomplete application or an application proposing a project that does not conform with the Section 2 requirements. The Business Incentive Prospect may submit a new application to cure any incomplete or deficient application rejected under this subsection.
- 3.2 *Administrative evaluation.* The City administration shall review each application on its individual merits utilizing the following criteria as applicable to the proposed project.
  - 3.2.1 The Business Incentive Prospect's financial capacity and available resources to fund, develop, and complete the proposed project, excluding consideration of any Business Incentive.



- 3.2.2 The assessed, taxable value of land and existing improvements, if any, associated with the project, separately stated for real and personal property, for the tax year immediately preceding the year of application.
- 3.2.3 Type, value, and Productive Life of proposed project improvements.
- 3.2.4 Number of existing jobs that meet or exceed the per capita income level for the Texarkana MSA to be retained by the proposed project.
- 3.2.5 Number and type of new jobs that meet or exceed the per capita income level for the Texarkana MSA to be created by the proposed project, and whether the new jobs will be filled by persons residing or projected to reside within the Texarkana MSA.
- 3.2.6 Amount of payroll within the City's territorial jurisdiction to be created or retained by the proposed project.
- 3.2.7 Amount of payroll within the City's extraterritorial jurisdiction to be created or retained by the proposed project.
- 3.2.8 Amount of local sales tax to be generated directly by the proposed project.
- 3.2.9 Amount of property tax base valuation that will be increased during and after the Business Incentive Period.
- 3.2.10 City costs to be incurred to provide facilities or services directly resulting from the proposed project.
- 3.2.11 The amount of ad valorem taxes to be paid to the City during the Business Incentive Period, taking into consideration the pre-application values, the amount and type of the Business Incentive, the Business Incentive Period, and the value after expiration of the Business Incentive Period.
- 3.2.12 The population growth of the City that occurs directly as a result of the proposed project.
- 3.2.13 The types and values of public improvements, if any, to be made by the Business Incentive Prospect.
- 3.2.14 Whether the proposed project restricts or enhances the business opportunities of existing businesses within the City.
- 3.2.15 Whether the proposed project attracts other new business or new economic development to the area.

- 3.2.16 Whether the project is environmentally compatible with the City as it exists prior to receipt of the application.
  - 3.2.17 Whether the proposed project will generate a negative impact on the quality of life within the City, constitute a nuisance, or constitute a hazard to public safety, health, and welfare.
  - 3.2.18 Whether and to what extent the proposed project makes a substantial contribution to redevelopment efforts or special area plans by enhancing either functional or visual characteristics (examples include historical structures, traffic circulation, parking, facades, signs, materials, and urban design).
  - 3.2.19 Whether the location of the proposed project furthers the City's development goals.
  - 3.2.20 Whether the proposed project or requested Business Incentive would result in an adverse effect on government services or the local tax base.
  - 3.2.21 Whether the proposed project or requested Business Incentive would decrease or exclude the amount of the tax increment of any taxing unit or any deposit made by any taxing unit to the tax increment fund for the City's Tax Increment Reinvestment Zones.
- 3.3 *Confidential or Proprietary Information.* Submission of an application shall be deemed an acknowledgement by the Business Incentive Prospect that the City is subject to Chapter 552 of the Texas Government Code, otherwise known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"), the City has made no representation as to whether any information contained in the application is excepted from required disclosure under the Act, the Business Incentive Prospect has had the opportunity to consult with its own legal counsel regarding the Act, and the Business Incentive Prospect agrees to the following with regard to the information it provides to the City:
- 3.3.1 Unless disclosure is required by law, the City shall exercise reasonable measures to safeguard information that the Business Incentive Prospect deems confidential or proprietary; provided that prior to submission to the City, the Business Incentive Prospect explicitly identifies and marks any such information as to document, page, paragraph, and sentence, as applicable, identifying the asserted section(s) of the Act authorizing withholding as required by the Act for the purpose of asserting a statutory exception to withhold information from public disclosure.
  - 3.3.2 Information shall not be considered proprietary in the following circumstances: the Business Incentive Prospect authorizes disclosure or has already publicized the information; the City obtained the information from a source independent of the Business Incentive Prospect; or an opinion of the Attorney General of the State of Texas or court order requires disclosure.

- 3.3.3 In the event the City receives a third-party request for information pursuant to the Act that affects information contained in the application, then upon notice to the Business Incentive Prospect of such request, the Business Incentive Prospect shall state in writing to the City within three (3) business days of receiving the City's notice whether it intends to approve release of the requested information or assert to the Attorney General statutory exceptions to withhold the information from public disclosure. If the Business Incentive Prospect decides to assert exceptions to the Act in response to the request, then the Business Incentive Prospect shall, at its own expense, prepare and send the notices, comments, and briefing for its submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. The Business Incentive Prospect shall also prepare at its expense for the City's use the notices, comments, and briefing for the City's submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act.
- 3.3.4 In the event the Business Incentive Prospect seeks a judicial ruling on its asserted statutory exceptions to withholding information requested under the Act by a third party, for any lawsuit pursuant to Sections 552.324 and 552.325 of the Act, the Business Incentive Prospect shall bear all litigation costs, expenses, attorney's fees, and assessments, including the costs, expenses, and attorney's fees incurred by the City and any adverse assessments against the City arising out of the City being a named party to such a suit. As a condition precedent to City's involvement in such a suit, the Business Incentive Prospect shall deposit with the City the dollar amount estimated by the City that will be incurred for costs, expenses, and attorney's fees.
- 3.4 *City Council consideration.* City administration shall prepare a recommendation on the application and submit the recommendation to the City Council for consideration.
- 3.4.1 The City Council shall receive a first briefing on the recommendation during a regular council meeting.
- 3.4.2 Following the first briefing, the City Council shall conduct at least one public hearing to be held at a subsequent regular council meeting, at which hearing the Business Incentive Prospect applicant and any interested person shall have the opportunity to comment.
- 3.4.3 A Business Incentive shall only be approved by formal resolution of the City Council authorizing an Agreement. Any motion to approve a Business Incentive that fails to secure the affirmative votes required by the City Charter shall bar the Business Incentive Prospect from submitting an application for the same or similar project for a calendar year from the date of the council meeting at which the motion to approve failed.

3.4.4 *City signing of Agreement.* The signing of any Agreement authorized by the City Council shall be delayed indefinitely until such time that:

- 3.4.4.1 The Business Incentive Prospect has provided all necessary information and documentation to the City for implementation of the Business Incentive and preparation of the Agreement; and
- 3.4.4.2 The Agreement contains, to the satisfaction of the City Manager and City Attorney, the required provisions set forth in Section 4 and any other provisions required by City ordinance, state and federal law, and the resolution of the City Council authorizing the Agreement.

#### **Section 4. Required Agreement Provisions.**

Any Agreement authorized by the City Council shall include the following provisions:

##### **4.1 Business Incentive specific provisions**

- 4.1.1 The type and value of the Business Incentive, deducting general fees set by the City Council for City functions involved with the proposed project, and deducting City costs and expenses specific to the proposed project.
- 4.1.2 The Business Incentive Period, including provisions for City recovery of any Business Incentive, as applicable, in the event the Business Incentive Prospect relocates, sells, closes, or discontinues the business relating to the proposed project (examples including the Business Incentive Prospect bearing responsibility for payment of any remaining balance of a loan or execution of a promissory note with sufficient security for such balance).
- 4.1.3 The proposed project and intended use of project features (including such particulars, as applicable, identifying the nature of construction and project improvements, time schedule for construction and completion, City remedies for project delay, size of investment and average number of new jobs specific to the proposed project, and description and map of affected property).
- 4.1.4 For an Agreement involving leased property, the lessor(s) and lessee(s) shall sign the Agreement and shall each agree to joint and several responsibility for compliance with the Agreement.
- 4.1.5 Reasonable access by City to the areas of the proposed project and access to current financial documentation to evaluate performance of the Agreement.
- 4.1.6 For an Agreement involving construction, a payment bond or other comparable security to ensure full and timely payment to contractors and subcontractors.



- 4.1.7 A condition precedent to all City obligations under the Agreement, including the Business Incentive, shall be availability of funds out of current revenues and appropriated for such purposes. In the event a Non-appropriations Event occurs, City will notify the Business Incentive Prospect of such occurrence and the Agreement shall terminate, without penalty or expense to the City of any kind whatsoever, on the last day of the fiscal period for which appropriations were received or the day previously-appropriated funds have been exhausted or become unavailable, whichever is earlier. Upon City's termination due to a Non-appropriations Event, each party shall return all documentation and other information disclosed or otherwise delivered to the other party prior to such termination.
- 4.1.8 For an Agreement involving capital improvements, a periodic report from the Business Incentive Prospect delivered to City stating (i) the value of capital improvements made during the prior year, (ii) the number of new full-time employees employed during the preceding calendar year, including the number of hours worked, and (iii) the amount of ad valorem taxes paid by the Business Incentive Prospect with regard to the facility for which the improvements are intended for the immediately preceding calendar year, including, if known, the amount of such taxes that constitute real property taxes.
- 4.1.9 City right of offset with respect to any amounts due from a Business against any debt (including taxes) lawfully due to the City from the Business Incentive Prospect and any affiliated persons, regardless of whether the debt arises pursuant to the terms of the Agreement and regardless of whether the debt has been adjudicated.
- 4.1.10 When the Business Incentive Prospect is a corporation, company, partnership or other entity, a personal guarantee shall be executed by all owners of the Business Incentive Prospect having an ownership interest of five percent (5%) or more.
- 4.1.12 Business Incentive Prospect shall make representations with respect to the proposed project property regarding environmental issues, as applicable, stating that there are no pending environmental actions, no releases on the proposed project property, no underground storage tanks, no presence of asbestos, no hazardous substances, and no other environmental conditions on the proposed project property.
- 4.1.13 Business Incentive Prospect shall represent that it has not previously been, nor to its present knowledge, is not now in violation of or noncompliant with any City codes, ordinances, or resolutions, or any state or federal laws or regulations, including environmental laws or environmental permits.
- 4.1.14 City, through its designated agents or auditors, shall have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at

City's expense, the books, records, accounts and tax returns of Business Incentive Prospect to ensure compliance with the terms of the Agreement.

- 4.1.15 Other provisions specific to the proposed project and Business Incentive as deemed necessary by the City Manager and City Attorney.

#### 4.2 Restrictions on assignment

- 4.2.1 Assignment shall only be authorized by a new resolution of the City Council.
- 4.2.2 Prospective Assignee must submit audited financial documentation proving financial capacity and capability to perform Agreement.
- 4.2.3 No proposed assignment shall be submitted to the City Council for consideration if any party to the Agreement or a proposed assignee is delinquent on paying any obligation to any third party.

#### 4.3 Termination and Default provisions

- 4.3.1 Grounds for termination of the Agreement and a reasonable period for the Business Incentive Prospect to cure a default or breach of the Agreement.
- 4.3.2 Termination of the Agreement in the event of Force Majeure.
- 4.3.3 Suspension of Business Incentive during any cure period, dispute resolution period, or Force Majeure.
- 4.3.4 City recapture or recovery of Business Incentive with interest as provided under Chapter 2264 of the Texas Government Code in the event of the Business Incentive Prospect's default or breach of the Agreement, violation of state or federal law, or delinquency on payment of ad valorem taxes owed to City.

#### 4.4 Insurance provisions

- 4.4.1 Throughout the term of the Agreement, the Business Incentive Prospect shall, at its expense, maintain in full force and effect the following insurance:

| Type of Insurance        | Amount                                        |
|--------------------------|-----------------------------------------------|
| Worker's Compensation    | as required by law                            |
| Commercial General       | \$1,000,000 Each Accident/Occurrence.         |
| Builder's risk insurance | in the amount of the construction values      |
| Liability (Public)       | \$1,000,000 Aggregate; \$1,000,000 Products & |

## Completed Operations Aggregate

|                           |                                                  |
|---------------------------|--------------------------------------------------|
| Owner's Protective        | \$600,000 per occurrence                         |
| Liability Insurance       | \$1,000,000 aggregate                            |
| Excess/Umbrella Liability | \$10,000,000 per occurrence w/drop-down coverage |
| Automobile Liability      | \$1,000,000 Combined single limit per occurrence |
| Environmental Insurance   | \$1,000,000                                      |

4.4.2 All insurance and certificate(s) of insurance shall contain the following provisions:

4.4.4.1 name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

4.4.4.2 provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal or material change of the insurance; and

4.4.4.3 provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

4.4.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

4.4.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to any implementation of the Business Incentive.

4.4.5 Without limiting any of the other obligations or liabilities of the Business Incentive Prospect, the Business Incentive Prospect shall require its general contractors, at the general contractor's own expense, to maintain during the term of the Agreement the required insurance coverage, the required certificate, and the policy conditions as stated in this section 4.4.

4.5 Dispute resolution provisions

4.5.1 Initial resolution process requiring the party raising a dispute to provide written notice to the other party with sufficient detail describing the provision of the Agreement alleged to be breached, the underlying facts of the dispute, a proposed solution consistent with the terms of the Agreement, and the relief sought.

- 4.5.2 A required meeting of the designated representatives of the parties within thirty (30) days following receipt of the written notice to discuss the dispute.
- 4.5.3 Mandatory arbitration, if initial resolution process results in an impasse, in accordance with and governed by Texas state law: the City and the Business Incentive Prospect shall each select a disinterested representative who shall be either a qualified registered engineer or certified public accountant experienced in economic development projects; the two selected representatives then choosing a third person similarly qualified; the three persons shall comprise the “arbitration panel”, with authority as provided under Chapter 171 of the Texas Civil Practice and Remedies Code, to render a binding decision on the matter in dispute; each party shall compensate its respective panel member and also shall equally share responsibility for compensating the third panel member; and the breaching party, as determined by the arbitration panel, shall pay the non-breaching party's costs, expenses, attorney’s fees, expert fees, and fees and costs for arbitration panel members.
- 4.6 Confidential or Proprietary Information
  - 4.6.1 Same provisions as set forth in Section 3.3 of these program requirements, covering specific information identified and marked by the Business Incentive Prospect prior to the Agreement, and any specific information identified and marked by the Business Incentive Prospect provided after City Council approval of the Agreement and during the Business Incentive Period.
- 4.7 Indemnity / Hold Harmless provisions:
  - 4.7.1 Business Incentive Prospect shall indemnify, defend, and hold harmless City from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including all reasonable expenses of litigation, court costs, and attorney’s fees, for injury or death to any person, or injury or loss to any property, received or sustained by any person or persons, including the Business Incentive Prospect, relating to, occasioned by, or arising from the performance of the Agreement.
  - 4.7.2 With regard to the proposed project property, Business Incentive Prospect shall indemnify and hold harmless City from and against, and shall reimburse City for any and all losses arising out of, based on or in any way relating to any environmental claim arising under federal or state environmental laws or regulations, or relating to any remedial action arising pursuant to any federal or state environmental laws or regulations. Such claims or actions may include, but shall not be limited to, investigation, remediation, treatment, or cleanup of any hazardous substance which has been or is present, released, or disposed of on the proposed project property, or which has migrated or has been discharged or transported from the proposed project property in violation of environmental laws. Business Incentive Prospect shall also agree to indemnify, defend, and hold

harmless City from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including all reasonable expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury or loss to any property, received or sustained by any person or persons, including the Business Incentive Prospect, relating to, occasioned by, or arising from any environmental claim with regard to the proposed project property; any such defense of the City shall be made by legal counsel, acceptable to City, who is retained and paid for by the Business Incentive Prospect.

4.7.3 The indemnity and hold harmless provisions shall be solely for the benefit of the City and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.7.4 The indemnity and hold harmless provisions shall be extended by the Business Incentive Prospect to indemnify and protect the City from the negligent, reckless, or intentional acts of the Business Incentive Prospect, its officers, employees, agents, contractors, and privies, regardless of whether such acts are the sole or partial cause of any such injury, death, or damage.

#### 4.8 Limitation of City's Liability and Attorney's Fees:

4.8.1 The parties agree that City's liability, if any, for breach of contract shall be governed and limited as provided in Chapter 271, subchapter I, of the Texas Local Government Code.

4.8.2 In the event any legal action or proceeding is commenced between the City and the Business Incentive Prospect to enforce provisions of the Agreement, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action to the extent allowed by law and subject to the limitations of Chapter 271, subchapter I, of the Texas Local Government Code.

#### 4.9 General Provisions:

4.9.1 *No Third Party Beneficiaries.* Nothing in the Agreement should be construed to benefit any person or entity not a signatory to the Agreement.

4.9.2 *Governing Law and Venue.* The Agreement shall be governed exclusively by the laws of the State of Texas with venue fixed in Bowie County, Texas.

4.9.3 *Construction.* In construing the Agreement, none of the parties shall have any term or provision, or any uncertainty or ambiguity as to any provisions, construed against such party solely by reason of such party having drafted the same.

4.9.4 *Independent Contractors.* The parties to the Agreement shall be independent contractors. No party shall exercise control over either the performance of the



other party or the employees of the other party; and no party shall be deemed to be the agent, employee, or representative of the other party.

- 4.9.5 *No Liability of City Officials.* No City councilmember, officer, agent, employee, or independent contractor shall be personally responsible for any liability arising under or growing out of the Agreement.
- 4.9.6 *No Creation of Debt.* Any Business Incentive extended under the Agreement shall not be construed nor deemed to create a debt under Texas law.
- 4.9.7 *Execution of Agreement.* The Agreement shall be approved by all applicable and requisite corporate or company actions of the Business Incentive Prospect, with a representation that the signatory on behalf of the Business Incentive Prospect has legal authority to enter into the Agreement.
- 4.9.8 *Not Conflict with Business Incentive Prospect's Other Agreements.* Business Incentive Prospect shall represent and warrant that the Agreement, the consummation of the transactions contemplated in the Agreement, and the fulfillment of and compliance with the terms and conditions in the Agreement, do not and will not result in either a breach or default of any agreement or instrument to which Business Incentive Prospect is a party or beneficiary, or a right of the Business Incentive Prospect to cancel any agreement or instrument to which Business Incentive Prospect is a party.
- 4.9.9 The Agreement shall bind, and the benefits thereof shall inure, to the respective parties to the Agreement and their representatives, executors, administrators, successors and assigns.
- 4.9.10 The Agreement constitutes the entire agreement between the parties. Any and all negotiations and oral understandings between the parties shall be merged into the Agreement and superseded by the Agreement. The Agreement may only be amended or changed by a written document executed by all contracting parties.

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input checked="" type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input checked="" type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                    |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other:

**City of Texarkana**

Chapter 380 Agreement-Tax Rebate at 100%

Assumptions: New industrial or commercial construction; no sales tax; 100% rebate

| Year | Taxable<br>Assessed Value | City of   | Bowie    | TISD     | TC       | Total     | Gross        | General Fund | TISD       | TC        | County     |
|------|---------------------------|-----------|----------|----------|----------|-----------|--------------|--------------|------------|-----------|------------|
|      |                           | Texarkana | County   |          |          | Operating | Property Tax | Negative     | Positive   | Positive  | Positive   |
|      |                           | Tax Rate  | Tax Rate | Tax Rate | Tax Rate | Tax Rates | Contribution | Impact       | Impact     | Impact    | Impact     |
| 2015 | \$ 5,000,000              | 0.6690    | 0.473    | 1.339    | 0.105    | 2.5860    | \$ -         |              | -          | -         |            |
| 2016 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2017 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2018 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2019 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2020 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2021 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2022 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2023 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2024 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
| 2025 | \$ 5,000,000              | 0.6690    | 0.399    | 1.339    | 0.105    | 2.5120    | \$ 125,600   | \$ (33,450)  | \$ 66,950  | \$ 5,250  | \$ 19,950  |
|      |                           |           |          |          |          |           | \$ 1,256,000 | \$ (334,500) | \$ 669,500 | \$ 52,500 | \$ 199,500 |

**Assumption**

**Reversion of Bowie County Tax Rate after 2015**

**No changes made to property tax rate**

**City of Texarkana - Bowie County**

**Chapter 380 Agreement-Tax Rebate with declining percentage**

Assumptions: New reatil construction; \$2000 average monthly sales tax; 100% rebate

| Year | Taxable        | City of<br>Texarkana | Bowie<br>County | TISD     | TC       | Total<br>Operating | Gross<br>Property Tax | City<br>Ad Valorem | City<br>Sales Tax  | TISD               | TC                 | County             |
|------|----------------|----------------------|-----------------|----------|----------|--------------------|-----------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
|      | Assessed Value | Tax Rate             | Tax Rate        | Tax Rate | Tax Rate | Tax Rates          | Contribution          | Negative<br>Impact | Negative<br>Impact | Positive<br>Impact | Positive<br>Impact | Positive<br>Impact |
| 2015 | \$ 5,000,000   | 0.6690               | 0.473           | 1.339    | 0.105    | 2.5860             | \$ -                  |                    |                    | -                  | -                  |                    |
| 2016 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (33,450)        | \$ (24,000)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2017 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (30,105)        | \$ (21,600)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2018 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (26,760)        | \$ (19,200)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2019 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (23,415)        | \$ (16,800)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2020 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (20,070)        | \$ (14,400)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2021 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (16,725)        | \$ (12,000)        | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2022 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (13,380)        | \$ (9,600)         | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2023 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (10,035)        | \$ (7,200)         | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2024 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ (6,690)         | \$ (4,800)         | \$ 66,950          | \$ 5,250           | \$ 19,959          |
| 2025 | \$ 5,000,000   | 0.6690               | 0.399           | 1.339    | 0.105    | 2.5122             | \$ 125,609            | \$ 33,450          | \$ 24,000          | \$ 66,950          | \$ 5,250           | \$ 19,959          |
|      |                |                      |                 |          |          |                    | \$ 1,256,087          | \$ (147,180)       | \$ (105,600)       | \$ 669,500         | \$ 52,500          | \$ 199,587         |

**Additional Assumption**

**Reversion of Bowie County Tax Rate after 2015**

**No changes made to property tax rate**

**No assumptions made for equipment or inventory**

**City of Texarkana, Texas**  
**Chapter 380 Program Requirements**

**Preamble**

Pursuant to Chapter 380 of the Texas Local Government Code, the City Council of the City of Texarkana, Texas, establishes a program for making loans and grants of public money and providing personnel and services of the City to promote local economic development and to stimulate business and commercial activity in the City.

**Policy Statement**

The City Council chooses to extend business incentives as authorized by Texas law when such incentives improve the quality of life for all citizens through the creation and retention of job opportunities within the community. The program requirements provide the criteria for City administrative review and City Council consideration when exercising discretion to grant business incentives. This program neither requires nor binds the City Council to grant any business incentive.

**Effective Date and Duration**

These program requirements are effective upon the date of the City Council's adoption. The City Council may, at any time, eliminate the program or modify any provision.

**Section 1. Definitions.**

- 1.1 "Agreement" means a written contract authorized by resolution of the City Council and signed by the City Manager and the Business Incentive Prospect.
- 1.2 "Business Incentive" means any financial or non-financial inducement offered by the City to a Business Incentive Prospect.
- 1.3 "Business Incentive Period" means the commencement date and termination date of the Business Incentive;
- 1.4 "Business Incentive Prospect" means a property owner, lessor, or lessee who proposes a project for consideration of a Business Incentive.
- 1.5 "City" or "Texarkana" means the City of Texarkana, Texas.
- 1.6 "City Council" means the City's elective Council as constituted by Texarkana's City Charter.



- 1.7 “Deferred Maintenance Improvements” means improvements necessary for continued operation that either do not improve productivity or do not alter the process technology.
- 1.8 “Eligible Project” means Eligible Property, Exceptional Project, Existing Facility, Expanded Facility, Facility Modernization, or New Facility which, as a direct result of granting a Business Incentive, is reasonably likely to cause (1) the retention or expansion of primary employment, (2) an increase in the City's property tax base, or (3) the attraction of a major investment that would contribute to new economic development within the City.
- 1.9 “Eligible Property” means buildings, structures, fixed machinery and equipment, site improvements, or related fixed improvements, made or added subsequent to and specified in an Agreement. “Eligible Property” does not include “Ineligible Property”.
- 1.10 “Exceptional Project” means a project that makes use of an underutilized asset, diversifies the local economic base, creates leverage with local economic interests, expands the local market for a good or service, or is located in a designated redevelopment or historical area or neighborhood.
- 1.11 “Expanded Facility” means the addition of buildings, structures, machinery, equipment or payroll to an Existing Facility for purposes of increasing production capacity.
- 1.12 “Existing Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- 1.13 “Facility Modernization” means replacing or upgrading an Existing Facility, through one or more combinations of construction, alteration, or installation of buildings, structures, machinery, or equipment, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of an operation.
- 1.14 “Force Majeure” means an event, circumstance, or act of a third party that is beyond the control of either the City or the Business Incentive Prospect (e.g., “acts of God” as recognized by law; an act of the public enemy; an act of a government entity; acts of war; compliance with laws or regulations; strikes or other labor disturbances; hurricanes; earthquakes; fires; floods; epidemics; embargoes; war; and riots).
- 1.15 “Ineligible Property” means land, inventories, housing, supplies, tools, furnishings, other personal property, Deferred Maintenance Improvements, and property which has a Productive Life of less than ten (10) years.
- 1.16 “New Facility” means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expanded Facility or Facility Modernization.
- 1.17 “Non-appropriations Event” means a lack of sufficient funding or revenue, funds becoming unavailable, no funds appropriated by the City, or insufficient funds

appropriated by the City, for any Business Incentive due under the Agreement or any other performance of City obligations under the Agreement.

- 1.18 “Productive Life” means the number of years a property improvement is expected to be in service.

## **Section 2. Limited Availability, Exclusions, and Threshold Prerequisites**

- 2.1 *Limited Availability.* Subject to Section 2.2, a Business Incentive shall be available only for an Eligible Project.
- 2.2 *Exclusions to Eligible Project.* A Business Incentive shall not be available to an otherwise Eligible Project in the event of any of the following:
- 2.2.1 Any proposed project activity (not including the Business Incentive Prospect's planning and due diligence) occurs prior to the filing of an application for a Business Incentive.
  - 2.2.2 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, has an outstanding tax lien owing to any governmental entity.
  - 2.2.3 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, within the five-year period preceding the date of filing the application, has been cited, noticed, or fined for noncompliance or violation of a federal law or regulation, a state law or regulation, or a City code, ordinance, or resolution.
  - 2.2.4 The Business Incentive Prospect, including any business or property owned or leased in whole or in part by the Business Incentive Prospect, is a party to a claim or proceeding against the City or is implicated in a claim or proceeding against a third party that may hinder or interfere with the efficacy of the Business Incentive.
- 2.3 *Threshold Prerequisites.* As a condition for application filing and City administrative evaluation, the project must:
- 2.3.1 Conform to the City's Comprehensive Zoning Ordinance;
  - 2.3.2 Comply with all City ordinances and state and federal laws and regulations;
  - 2.3.3 Meet at least one of the following:
    - 2.3.3.1 The project value, including land, construction and fixed improvements, totals at least \$10,000,000 for new Construction or at least \$5,000,000 for an Existing Facility;

- 2.3.3.2 The City deems the project an Exceptional Project;
- 2.3.3.3 The project contributes to the retention or expansion of employment;
- 2.3.3.4 The project contributes substantially to redevelopment efforts as opposed to merely transferring employment from one business in the City to another;
- 2.3.3.5 At least fifty (50) jobs will be created or retained that meet or exceed the per capita income level in the Texarkana MSA.
- 2.3.3.6 At least \$5,000,000 in annual payroll will be paid by the project; or
- 2.3.3.7 At least \$400,000 in local sales taxes are to be directly generated by the project.

### **Section 3. Application Guidelines and Evaluation.**

- 3.1 *Application.* Any Business Incentive Prospect may request the consideration of a Business Incentive by filing a completed Business Incentive Program Application with the City Secretary.
  - 3.1.1 *Map, Description, and Schedule.* The Business Incentive Prospect must include with the application submission a detailed map and property description together with a time schedule for undertaking and completing the project.
  - 3.1.2 *Application materials.* The Business Incentive Prospect must submit detailed financial and other information to enable City to evaluate the proposed project with the evaluative criteria set forth in section 3.2. Any required appraisal or appraised value required in section 3.2 by shall be performed or otherwise secured from the Chief Appraiser of the Bowie Central Appraisal District.
  - 3.1.3 *Administrative rejection of application without prejudice.* The City administration shall reject any incomplete application or an application proposing a project that does not conform with the Section 2 requirements. The Business Incentive Prospect may submit a new application to cure any incomplete or deficient application rejected under this subsection.
- 3.2 *Administrative evaluation.* The City administration shall review each application on its individual merits utilizing the following criteria as applicable to the proposed project.
  - 3.2.1 The Business Incentive Prospect's financial capacity and available resources to fund, develop, and complete the proposed project, excluding consideration of any Business Incentive.

- 3.2.2 The assessed, taxable value of land and existing improvements, if any, associated with the project, separately stated for real and personal property, for the tax year immediately preceding the year of application.
- 3.2.3 Type, value, and Productive Life of proposed project improvements.
- 3.2.4 Number of existing jobs that meet or exceed the per capita income level for the Texarkana MSA to be retained by the proposed project.
- 3.2.5 Number and type of new jobs that meet or exceed the per capita income level for the Texarkana MSA to be created by the proposed project, and whether the new jobs will be filled by persons residing or projected to reside within the Texarkana MSA.
- 3.2.6 Amount of payroll within the City's territorial jurisdiction to be created or retained by the proposed project.
- 3.2.7 Amount of payroll within the City's extraterritorial jurisdiction to be created or retained by the proposed project.
- 3.2.8 Amount of local sales tax to be generated directly by the proposed project.
- 3.2.9 Amount of property tax base valuation that will be increased during and after the Business Incentive Period.
- 3.2.10 City costs to be incurred to provide facilities or services directly resulting from the proposed project.
- 3.2.11 The amount of ad valorem taxes to be paid to the City during the Business Incentive Period, taking into consideration the pre-application values, the amount and type of the Business Incentive, the Business Incentive Period, and the value after expiration of the Business Incentive Period.
- 3.2.12 The population growth of the City that occurs directly as a result of the proposed project.
- 3.2.13 The types and values of public improvements, if any, to be made by the Business Incentive Prospect.
- 3.2.14 Whether the proposed project restricts or enhances the business opportunities of existing businesses within the City.
- 3.2.15 Whether the proposed project attracts other new business or new economic development to the area.

- 3.2.16 Whether the project is environmentally compatible with the City as it exists prior to receipt of the application.
  - 3.2.17 Whether the proposed project will generate a negative impact on the quality of life within the City, constitute a nuisance, or constitute a hazard to public safety, health, and welfare.
  - 3.2.18 Whether and to what extent the proposed project makes a substantial contribution to redevelopment efforts or special area plans by enhancing either functional or visual characteristics (examples include historical structures, traffic circulation, parking, facades, signs, materials, and urban design).
  - 3.2.19 Whether the location of the proposed project furthers the City's development goals.
  - 3.2.20 Whether the proposed project or requested Business Incentive would result in an adverse effect on government services or the local tax base.
  - 3.2.21 Whether the proposed project or requested Business Incentive would decrease or exclude the amount of the tax increment of any taxing unit or any deposit made by any taxing unit to the tax increment fund for the City's Tax Increment Reinvestment Zones.
- 3.3 *Confidential or Proprietary Information.* Submission of an application shall be deemed an acknowledgement by the Business Incentive Prospect that the City is subject to Chapter 552 of the Texas Government Code, otherwise known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"), the City has made no representation as to whether any information contained in the application is excepted from required disclosure under the Act, the Business Incentive Prospect has had the opportunity to consult with its own legal counsel regarding the Act, and the Business Incentive Prospect agrees to the following with regard to the information it provides to the City:
- 3.3.1 Unless disclosure is required by law, the City shall exercise reasonable measures to safeguard information that the Business Incentive Prospect deems confidential or proprietary; provided that prior to submission to the City, the Business Incentive Prospect explicitly identifies and marks any such information as to document, page, paragraph, and sentence, as applicable, identifying the asserted section(s) of the Act authorizing withholding as required by the Act for the purpose of asserting a statutory exception to withhold information from public disclosure.
  - 3.3.2 Information shall not be considered proprietary in the following circumstances: the Business Incentive Prospect authorizes disclosure or has already publicized the information; the City obtained the information from a source independent of the Business Incentive Prospect; or an opinion of the Attorney General of the State of Texas or court order requires disclosure.



- 3.3.3 In the event the City receives a third-party request for information pursuant to the Act that affects information contained in the application, then upon notice to the Business Incentive Prospect of such request, the Business Incentive Prospect shall state in writing to the City within three (3) business days of receiving the City's notice whether it intends to approve release of the requested information or assert to the Attorney General statutory exceptions to withhold the information from public disclosure. If the Business Incentive Prospect decides to assert exceptions to the Act in response to the request, then the Business Incentive Prospect shall, at its own expense, prepare and send the notices, comments, and briefing for its submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. The Business Incentive Prospect shall also prepare at its expense for the City's use the notices, comments, and briefing for the City's submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act.
- 3.3.4 In the event the Business Incentive Prospect seeks a judicial ruling on its asserted statutory exceptions to withholding information requested under the Act by a third party, for any lawsuit pursuant to Sections 552.324 and 552.325 of the Act, the Business Incentive Prospect shall bear all litigation costs, expenses, attorney's fees, and assessments, including the costs, expenses, and attorney's fees incurred by the City and any adverse assessments against the City arising out of the City being a named party to such a suit. As a condition precedent to City's involvement in such a suit, the Business Incentive Prospect shall deposit with the City the dollar amount estimated by the City that will be incurred for costs, expenses, and attorney's fees.
- 3.4 *City Council consideration.* City administration shall prepare a recommendation on the application and submit the recommendation to the City Council for consideration.
- 3.4.1 The City Council shall receive a first briefing on the recommendation during a regular council meeting.
- 3.4.2 Following the first briefing, the City Council shall conduct at least one public hearing to be held at a subsequent regular council meeting, at which hearing the Business Incentive Prospect applicant and any interested person shall have the opportunity to comment.
- 3.4.3 A Business Incentive shall only be approved by formal resolution of the City Council authorizing an Agreement. Any motion to approve a Business Incentive that fails to secure the affirmative votes required by the City Charter shall bar the Business Incentive Prospect from submitting an application for the same or similar project for a calendar year from the date of the council meeting at which the motion to approve failed.

3.4.4 *City signing of Agreement.* The signing of any Agreement authorized by the City Council shall be delayed indefinitely until such time that:

- 3.4.4.1 The Business Incentive Prospect has provided all necessary information and documentation to the City for implementation of the Business Incentive and preparation of the Agreement; and
- 3.4.4.2 The Agreement contains, to the satisfaction of the City Manager and City Attorney, the required provisions set forth in Section 4 and any other provisions required by City ordinance, state and federal law, and the resolution of the City Council authorizing the Agreement.

#### **Section 4. Required Agreement Provisions.**

Any Agreement authorized by the City Council shall include the following provisions:

##### **4.1 Business Incentive specific provisions**

- 4.1.1 The type and value of the Business Incentive, deducting general fees set by the City Council for City functions involved with the proposed project, and deducting City costs and expenses specific to the proposed project.
- 4.1.2 The Business Incentive Period, including provisions for City recovery of any Business Incentive, as applicable, in the event the Business Incentive Prospect relocates, sells, closes, or discontinues the business relating to the proposed project (examples including the Business Incentive Prospect bearing responsibility for payment of any remaining balance of a loan or execution of a promissory note with sufficient security for such balance).
- 4.1.3 The proposed project and intended use of project features (including such particulars, as applicable, identifying the nature of construction and project improvements, time schedule for construction and completion, City remedies for project delay, size of investment and average number of new jobs specific to the proposed project, and description and map of affected property).
- 4.1.4 For an Agreement involving leased property, the lessor(s) and lessee(s) shall sign the Agreement and shall each agree to joint and several responsibility for compliance with the Agreement.
- 4.1.5 Reasonable access by City to the areas of the proposed project and access to current financial documentation to evaluate performance of the Agreement.
- 4.1.6 For an Agreement involving construction, a payment bond or other comparable security to ensure full and timely payment to contractors and subcontractors.

- 4.1.7 A condition precedent to all City obligations under the Agreement, including the Business Incentive, shall be availability of funds out of current revenues and appropriated for such purposes. In the event a Non-appropriations Event occurs, City will notify the Business Incentive Prospect of such occurrence and the Agreement shall terminate, without penalty or expense to the City of any kind whatsoever, on the last day of the fiscal period for which appropriations were received or the day previously-appropriated funds have been exhausted or become unavailable, whichever is earlier. Upon City's termination due to a Non-appropriations Event, each party shall return all documentation and other information disclosed or otherwise delivered to the other party prior to such termination.
- 4.1.8 For an Agreement involving capital improvements, a periodic report from the Business Incentive Prospect delivered to City stating (i) the value of capital improvements made during the prior year, (ii) the number of new full-time employees employed during the preceding calendar year, including the number of hours worked, and (iii) the amount of ad valorem taxes paid by the Business Incentive Prospect with regard to the facility for which the improvements are intended for the immediately preceding calendar year, including, if known, the amount of such taxes that constitute real property taxes.
- 4.1.9 City right of offset with respect to any amounts due from a Business against any debt (including taxes) lawfully due to the City from the Business Incentive Prospect and any affiliated persons, regardless of whether the debt arises pursuant to the terms of the Agreement and regardless of whether the debt has been adjudicated.
- 4.1.10 When the Business Incentive Prospect is a corporation, company, partnership or other entity, a personal guarantee shall be executed by all owners of the Business Incentive Prospect having an ownership interest of five percent (5%) or more.
- 4.1.12 Business Incentive Prospect shall make representations with respect to the proposed project property regarding environmental issues, as applicable, stating that there are no pending environmental actions, no releases on the proposed project property, no underground storage tanks, no presence of asbestos, no hazardous substances, and no other environmental conditions on the proposed project property.
- 4.1.13 Business Incentive Prospect shall represent that it has not previously been, nor to its present knowledge, is not now in violation of or noncompliant with any City codes, ordinances, or resolutions, or any state or federal laws or regulations, including environmental laws or environmental permits.
- 4.1.14 City, through its designated agents or auditors, shall have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at

City's expense, the books, records, accounts and tax returns of Business Incentive Prospect to ensure compliance with the terms of the Agreement.

4.1.15 Other provisions specific to the proposed project and Business Incentive as deemed necessary by the City Manager and City Attorney.

#### 4.2 Restrictions on assignment

4.2.1 Assignment shall only be authorized by a new resolution of the City Council.

4.2.2 Prospective Assignee must submit audited financial documentation proving financial capacity and capability to perform Agreement.

4.2.3 No proposed assignment shall be submitted to the City Council for consideration if any party to the Agreement or a proposed assignee is delinquent on paying any obligation to any third party.

#### 4.3 Termination and Default provisions

4.3.1 Grounds for termination of the Agreement and a reasonable period for the Business Incentive Prospect to cure a default or breach of the Agreement.

4.3.2 Termination of the Agreement in the event of Force Majeure.

4.3.3 Suspension of Business Incentive during any cure period, dispute resolution period, or Force Majeure.

4.3.4 City recapture or recovery of Business Incentive with interest as provided under Chapter 2264 of the Texas Government Code in the event of the Business Incentive Prospect's default or breach of the Agreement, violation of state or federal law, or delinquency on payment of ad valorem taxes owed to City.

#### 4.4 Insurance provisions

4.4.1 Throughout the term of the Agreement, the Business Incentive Prospect shall, at its expense, maintain in full force and effect the following insurance:

| Type of Insurance        | Amount                                        |
|--------------------------|-----------------------------------------------|
| Worker's Compensation    | as required by law                            |
| Commercial General       | \$1,000,000 Each Accident/Occurrence.         |
| Builder's risk insurance | in the amount of the construction values      |
| Liability (Public)       | \$1,000,000 Aggregate; \$1,000,000 Products & |

## Completed Operations Aggregate

|                           |                                                  |
|---------------------------|--------------------------------------------------|
| Owner's Protective        | \$600,000 per occurrence                         |
| Liability Insurance       | \$1,000,000 aggregate                            |
| Excess/Umbrella Liability | \$10,000,000 per occurrence w/drop-down coverage |
| Automobile Liability      | \$1,000,000 Combined single limit per occurrence |
| Environmental Insurance   | \$1,000,000                                      |

4.4.2 All insurance and certificate(s) of insurance shall contain the following provisions:

4.4.4.1 name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;

4.4.4.2 provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal or material change of the insurance; and

4.4.4.3 provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

4.4.3 All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

4.4.4 A certificate of insurance evidencing the required insurance shall be submitted to the City prior to any implementation of the Business Incentive.

4.4.5 Without limiting any of the other obligations or liabilities of the Business Incentive Prospect, the Business Incentive Prospect shall require its general contractors, at the general contractor's own expense, to maintain during the term of the Agreement the required insurance coverage, the required certificate, and the policy conditions as stated in this section 4.4.

4.5 Dispute resolution provisions

4.5.1 Initial resolution process requiring the party raising a dispute to provide written notice to the other party with sufficient detail describing the provision of the Agreement alleged to be breached, the underlying facts of the dispute, a proposed solution consistent with the terms of the Agreement, and the relief sought.



- 4.5.2 A required meeting of the designated representatives of the parties within thirty (30) days following receipt of the written notice to discuss the dispute.
- 4.5.3 Mandatory arbitration, if initial resolution process results in an impasse, in accordance with and governed by Texas state law: the City and the Business Incentive Prospect shall each select a disinterested representative who shall be either a qualified registered engineer or certified public accountant experienced in economic development projects; the two selected representatives then choosing a third person similarly qualified; the three persons shall comprise the “arbitration panel”, with authority as provided under Chapter 171 of the Texas Civil Practice and Remedies Code, to render a binding decision on the matter in dispute; each party shall compensate its respective panel member and also shall equally share responsibility for compensating the third panel member; and the breaching party, as determined by the arbitration panel, shall pay the non-breaching party's costs, expenses, attorney's fees, expert fees, and fees and costs for arbitration panel members.
- 4.6 Confidential or Proprietary Information
- 4.6.1 Same provisions as set forth in Section 3.3 of these program requirements, covering specific information identified and marked by the Business Incentive Prospect prior to the Agreement, and any specific information identified and marked by the Business Incentive Prospect provided after City Council approval of the Agreement and during the Business Incentive Period.
- 4.7 Indemnity / Hold Harmless provisions:
- 4.7.1 Business Incentive Prospect shall indemnify, defend, and hold harmless City from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including all reasonable expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury or loss to any property, received or sustained by any person or persons, including the Business Incentive Prospect, relating to, occasioned by, or arising from the performance of the Agreement.
- 4.7.2 With regard to the proposed project property, Business Incentive Prospect shall indemnify and hold harmless City from and against, and shall reimburse City for any and all losses arising out of, based on or in any way relating to any environmental claim arising under federal or state environmental laws or regulations, or relating to any remedial action arising pursuant to any federal or state environmental laws or regulations. Such claims or actions may include, but shall not be limited to, investigation, remediation, treatment, or cleanup of any hazardous substance which has been or is present, released, or disposed of on the proposed project property, or which has migrated or has been discharged or transported from the proposed project property in violation of environmental laws. Business Incentive Prospect shall also agree to indemnify, defend, and hold

harmless City from and against any and all suits, actions, losses, damages, claims or liability of any character, type or description, including all reasonable expenses of litigation, court costs, and attorney's fees, for injury or death to any person, or injury or loss to any property, received or sustained by any person or persons, including the Business Incentive Prospect, relating to, occasioned by, or arising from any environmental claim with regard to the proposed project property; any such defense of the City shall be made by legal counsel, acceptable to City, who is retained and paid for by the Business Incentive Prospect.

4.7.3 The indemnity and hold harmless provisions shall be solely for the benefit of the City and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

4.7.4 The indemnity and hold harmless provisions shall be extended by the Business Incentive Prospect to indemnify and protect the City from the negligent, reckless, or intentional acts of the Business Incentive Prospect, its officers, employees, agents, contractors, and privies, regardless of whether such acts are the sole or partial cause of any such injury, death, or damage.

#### 4.8 Limitation of City's Liability and Attorney's Fees:

4.8.1 The parties agree that City's liability, if any, for breach of contract shall be governed and limited as provided in Chapter 271, subchapter I, of the Texas Local Government Code.

4.8.2 In the event any legal action or proceeding is commenced between the City and the Business Incentive Prospect to enforce provisions of the Agreement, the prevailing party in such legal action shall be entitled to recover its reasonable attorney's fees and expenses incurred by reason of such action to the extent allowed by law and subject to the limitations of Chapter 271, subchapter I, of the Texas Local Government Code.

#### 4.9 General Provisions:

4.9.1 *No Third Party Beneficiaries.* Nothing in the Agreement should be construed to benefit any person or entity not a signatory to the Agreement.

4.9.2 *Governing Law and Venue.* The Agreement shall be governed exclusively by the laws of the State of Texas with venue fixed in Bowie County, Texas.

4.9.3 *Construction.* In construing the Agreement, none of the parties shall have any term or provision, or any uncertainty or ambiguity as to any provisions, construed against such party solely by reason of such party having drafted the same.

4.9.4 *Independent Contractors.* The parties to the Agreement shall be independent contractors. No party shall exercise control over either the performance of the

other party or the employees of the other party; and no party shall be deemed to be the agent, employee, or representative of the other party.

- 4.9.5 *No Liability of City Officials.* No City councilmember, officer, agent, employee, or independent contractor shall be personally responsible for any liability arising under or growing out of the Agreement.
- 4.9.6 *No Creation of Debt.* Any Business Incentive extended under the Agreement shall not be construed nor deemed to create a debt under Texas law.
- 4.9.7 *Execution of Agreement.* The Agreement shall be approved by all applicable and requisite corporate or company actions of the Business Incentive Prospect, with a representation that the signatory on behalf of the Business Incentive Prospect has legal authority to enter into the Agreement.
- 4.9.8 *Not Conflict with Business Incentive Prospect's Other Agreements.* Business Incentive Prospect shall represent and warrant that the Agreement, the consummation of the transactions contemplated in the Agreement, and the fulfillment of and compliance with the terms and conditions in the Agreement, do not and will not result in either a breach or default of any agreement or instrument to which Business Incentive Prospect is a party or beneficiary, or a right of the Business Incentive Prospect to cancel any agreement or instrument to which Business Incentive Prospect is a party.
- 4.9.9 The Agreement shall bind, and the benefits thereof shall inure, to the respective parties to the Agreement and their representatives, executors, administrators, successors and assigns.
- 4.9.10 The Agreement constitutes the entire agreement between the parties. Any and all negotiations and oral understandings between the parties shall be merged into the Agreement and superseded by the Agreement. The Agreement may only be amended or changed by a written document executed by all contracting parties.

## City of Texarkana, Texas

Version: F

Update Date: 11/15/2015 2:49 PM

**Briefing Sheet**

**Lead Department:** Economic Development **Action Officer:** Jerry Sparks, Economic Developer  
Resolution No. 2015-121 authorizing the City Manager to enter into an incentive agreement with Ocean Canyon Properties Inc., funded by the City of Texarkana's Economic Development Fund, in an amount not to exceed FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800).

**Subject:** Public **Second** January 11, **Council**  
**Briefing:** 11/23/2015 **Hearing:** 12/14/2015 **Briefing:** 2016 **Vote:** 1/25/2016

**Item Schedule**Schedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**(Insert Date Here):

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

**Executive Summary and Background Information:**

**Ocean Canyon** will operate a call-center in property at 1001 Walnut (Reliance building). This will bring 35-50 existing jobs to the downtown area and create 25 new jobs. The application indicates the relocated jobs will be moved from another part of Texarkana. Average wages of \$23.75 per hour and starting wage rate of \$12.00 per hour exceed the current per capita income level of approximately \$11.60 per hour.

**Potential Options:**

- "
- 

**Fiscal Implications:**

An amount not to exceed \$46,800 from the Economic Development Fund

**Staff Recommendation:**

Staff recommends approval

**Advisory Board/Committee Review:**

Internal review committee considered the application.

**Board/Committee Recommendation:**

Approved

**Advisory Board/Committee Meeting Date and Minutes:**

22 Sept 2015

## City of Texarkana, Texas

### Attachments

- a. 2015-121 RES Economic Development Fund Incentive Agreement Ocean Canyon (DOC)
- b. 2015-121 Goals & Perspectives (DOCX)
- c. 2015-121 ATTH 1 - Project briefing sheet (DOCX)

### Staff Coordination

|                                    |                 |                     |                        |            |
|------------------------------------|-----------------|---------------------|------------------------|------------|
| Economic Development               | Completed       | Jerry Sparks        | Department Head Review |            |
|                                    |                 | 10/26/2015 1:00 PM  |                        |            |
| Planning and Community Development |                 | David Orr           | Review                 | Completed  |
|                                    |                 | 10/26/2015 1:05 PM  |                        |            |
| Finance Department                 | Charlie Bassett | Finance Review      | Completed              | 11/16/2015 |
| 8:09 AM                            |                 |                     |                        |            |
| Assistant City Manager             |                 | Shirley Jaster      | Assistant City Manager |            |
| Review                             | Completed       | 11/16/2015 8:32 AM  |                        |            |
| Public Information Officer         |                 | Lisa Thompson       | PIO Review             | Completed  |
|                                    |                 | 11/20/2015 9:09 AM  |                        |            |
| City Manager                       | John Whitson    | City Manager Review | Completed              | 11/20/2015 |
| 11:24 AM                           |                 |                     |                        |            |
| City Council                       | Vicky Coopwood  | Meeting             | Pending                | 11/09/2015 |
| 6:00 PM                            |                 |                     |                        |            |

### Meeting History



## RESOLUTION NO. 2015-121

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INCENTIVE AGREEMENT WITH OCEAN CANYON PROPERTIES, INC FUNDED BY THE CITY OF TEXARKANA'S ECONOMIC DEVELOPMENT FUND IN AN AMOUNT NOT TO EXCEED FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800) FOR A TERM NOT TO EXCEED FIVE (5) YEARS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council, by Ordinance 292-05, established an Economic Development Fund to provide incentives for specified activities; and

**WHEREAS**, the City Council, by Ordinance 190-2011, adopted an Economic Development Fund Policy establishing criteria for incentive eligibility; and

**WHEREAS**, Ocean Canyon Properties, Inc. requested consideration of an incentive as a part of the company's plan to relocate into a redevelopment area and create new jobs in our community.

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

**SECTION 1:** That the City Manager, be and is hereby authorized to enter into an economic development incentive agreement for an amount not to exceed FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800) for a period of no more than five (5) years with Ocean Canyon Properties, Inc.

**SECTION 2:** That the City Manager is hereby authorized to execute the necessary documents to implement said incentive agreement.

**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 **25<sup>th</sup>** day of **January, 2016**.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

## City of Texarkana, Texas

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input checked="" type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                           |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input checked="" type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                    |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other:

# 2015-121 Resolution of the City Council of Texarkana, TX

## Briefing Sheet

**PROGRAM:** Economic Development Fund  
**PROJECT:** Ocean Canyon Properties Inc.  
**Objective:** Relocate and create new jobs in redevelopment area  
**Request** \$46,000  
**Sources of funds:** Economic Development Fund  
**Impact:** 25 new jobs  
 Capital investment and inventory investment

**Narrative:**  
**Ocean Canyon Properties**

**Ocean Canyon** will operate a call-center in property at 1001 Walnut (Reliance building). This will bring 35-50 existing jobs to the downtown area and create 25 new jobs. The application indicates the relocated jobs will be moved from another part of Texarkana. Average wages of \$23.75 per hour and starting wage rate of \$12.00 per hour exceed the current per capita income level of approximately \$11.60 per hour.

## City of Texarkana, Texas

## Briefing Sheet

Version:  
Update Date: 11/19/2015 3:33 PM

**Lead Department:** Finance Department      **Action Officer:** Charlie Bassett, CFO  
**Subject:** Resolution No. 2015-125 approving Bowie Central Appraisal District's 2015 tax rolls.  
**Briefing:** 11/23/2015      **Public Hearing:** 12/14/2015      **Second Briefing:** January 11, 2016      **Council Vote:** 1/25/2016

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

**Updates/History of Briefing:**

NOT APPLICABLE

**Executive Summary and Background Information:**

Bowie Central Appraisal District has completed and presented the City's 2015 tax rolls for the City, TIRZ District No. 1 and TIRZ District No. 2. These rolls as presented need to be approved by signature of the City Council, and returned to the Appraisal District. These tax rolls are based on the tax rate previously adopted by City Council to fund the fiscal year 2016 operating budget.

**Potential Options:**

- Approve as presented.
- 

**Fiscal Implications:**

Collections by BCAD from approved tax rolls provide funds needed for the operating budget for fiscal year ending September 30, 2016.

**Staff Recommendation:**

Staff recommends approval.

**Advisory Board/Committee Review:**

NONE

**Board/Committee Recommendation:**

NOT APPLICABLE

**Advisory Board/Committee Meeting Date and Minutes:**

NOT APPLICABLE

| Attachments                                 |
|---------------------------------------------|
| a. 2015-125 RES ATTCH No.1 Resolution (DOC) |
| b. 2015-125 RES ATTCH No. 2 EXH 'A' (PDF)   |

## City of Texarkana, Texas

### Staff Coordination

|                            |                     |                        |                        |
|----------------------------|---------------------|------------------------|------------------------|
| Finance Department         | Charlie Bassett     | Department Head Review | Completed              |
|                            | 11/16/2015 2:50 PM  |                        |                        |
| Assistant City Manager     |                     | Shirley Jaster         | Assistant City Manager |
| Review                     | Completed           | 11/18/2015 10:45 AM    |                        |
| Public Information Officer |                     | Lisa Thompson          | PIO Review             |
|                            | 11/18/2015 10:52 AM |                        | Completed              |
| City Manager               | John Whitson        | City Manager Review    | Completed              |
| 3:33 PM                    |                     |                        | 11/19/2015             |
| City Council               | Vicky Coopwood      | Meeting                | Pending                |
| 6:00 PM                    |                     |                        | 11/23/2015             |

### Meeting History

**RESOLUTION NO. 2015-125**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE BOWIE CENTRAL APPRAISAL DISTRICT 2015 TAX ROLLS FOR THE CITY OF TEXARKANA, TEXAS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS,** the Bowie Central Appraisal District has completed the 2015 Tax Rolls; and

**WHEREAS,** it is recommended by the Finance Department that the 2015 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 2015 Tax Rolls for the City of Texarkana, Texas as prepared and presented by the Bowie Central Appraisal District are hereby approved. Copies of the City of Texarkana, Texas 2015 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 **25th day of January, 2016.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

Attachment: 2015-125 RES ATTCH No.1 Resolution (1399 : 2015-125 RES Approving BCAD 2015 Tax Rolls)



## CITY OF TEXARKKANA

## 2015 TAX ROLL

|                          |                 |
|--------------------------|-----------------|
| TOTAL TAXABLE VALUE      | 2,104,911,543   |
| GROSS TAX LEVY           | \$14,088,024.67 |
| LESS TAX ON FROZEN ITEMS | \$1,857,778.71  |
| PLUS FROZEN TAXES        | \$1,381,618.79  |
| PLUS LATE PENALTY GAIN   | \$29,653.73     |
| TOTAL TAX LEVY           | \$13,641,518.48 |

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER JEAN MATLOCK

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRIAN MATTHEWS

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_

2015

## CITY OF TEXARKKANA T1

## 2015 TAX ROLL

|                          |                |
|--------------------------|----------------|
| TOTAL TAXABLE VALUE      | 315,982,377    |
| GROSS TAX LEVY           | \$2,114,847.97 |
| LESS TAX ON FROZEN ITEMS | \$17,596.56    |
| PLUS FROZEN TAXES        | \$11,393.03    |
| PLUS LATE PENALTY GAIN   | \$0.00         |
| TOTAL TAX LEVY           | \$2,108,644.44 |

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER BRIAN MATTHEWS

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRAD CASTEEL

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_

2015

## CITY OF TEXARKKANA T2

## 2015 TAX ROLL

|                          |              |
|--------------------------|--------------|
| TOTAL TAXABLE VALUE      | 54,227,121   |
| GROSS TAX LEVY           | \$362,938.44 |
| LESS TAX ON FROZEN ITEMS | \$5,020.11   |
| PLUS FROZEN TAXES        | \$4,021.66   |
| PLUS LATE PENALTY GAIN   | \$0.00       |
| TOTAL TAX LEVY           | \$361,939.99 |

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN \_\_\_\_\_

MEMBER BRAD CASTEEL \_\_\_\_\_

MEMBER MS WILLIE RAY \_\_\_\_\_

MEMBER TINA VEAL GOOCH \_\_\_\_\_

MEMBER BRIAN MATTHEWS \_\_\_\_\_

MEMBER JOSH DAVIS \_\_\_\_\_

MEMBER, CHRISTY PADDOCK \_\_\_\_\_

APPROVED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

## City of Texarkana, Texas

## Briefing Sheet

Version:

Update Date: 11/20/2015 11:25 AM

**Lead Department:** Planning and Community Development **Action Officer:** Debbie Burk  
**Subject:** Ordinance No. 2015-129 rezoning an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Single Family-2 to Office. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.  
**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

## Item Schedule

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

## Updates/History of Briefing:

Not applicable

## Executive Summary and Background Information:

This is a request by Jason Calhoun, Pastor of Landmark Pentecostal Church, owner, and Keith Culberson, Whatley Sign Company, agent, to rezone a 0.9 acre tract of land located in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard from Single Family-2 to Office. The current use of this property is Landmark Pentecostal Church. The church has indicated that the existing signage needs upgrading. The proposed updated sign includes electronic messaging signage (CEVMS).

The adjacent zoning is SF-2 to the north and south, SF-3 to the west and Neighborhood Service and SF-2 to the east. The adjacent land usage is residences to the north and south, several small businesses and a residence to the east, and additional church facilities to the west.

The Comprehensive Plan has designated this as a Retail area.

A Specific Use Permit will have to be approved along with this rezoning to the Office zoning district to allow this new CEVMS signage.

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

## Potential Options:

None

## Fiscal Implications:

None

## Staff Recommendation:

Staff recommends for approval of this request based on the designation of the City's Comprehensive Plan.

## City of Texarkana, Texas

### Advisory Board/Committee Review:

Planning and Zoning Commission

### Board/Committee Recommendation:

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

### Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

### Attachments

- a. Goals & Perspectives (DOCX)
- b. 2015-129 ORD rezoning 2905 Texas Blvd. (DOCX)
- c. 2015-129 ORD ATTH No. 01 EXH 'A' (PDF)
- d. 2015-129 ORD ATTH No. 02 Maps (PDF)

### Staff Coordination

|                                    |                    |                        |
|------------------------------------|--------------------|------------------------|
| Planning and Community Development | David Orr          | Department Head Review |
| Completed                          | 11/12/2015 5:27 PM |                        |
| Assistant City Manager             | Shirley Jaster     | Assistant City Manager |
| Review                             | Completed          | 11/16/2015 8:31 AM     |
| Public Information Officer         | Lisa Thompson      | PIO Review             |
|                                    | 11/20/2015 9:10 AM | Completed              |
| City Manager                       | John Whitson       | City Manager Review    |
| 11:25 AM                           |                    | Completed              |
| City Council                       | Vicky Coopwood     | Meeting                |
| 6:00 PM                            |                    | Pending                |
|                                    |                    | 11/23/2015             |

### Meeting History

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

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

## Perspectives and Goals Additional Comments:

NONE

## Resource Impact:

NA

No Additional

## Other Potential Impacts:

NA

## Public Information Plan:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input checked="" type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input checked="" type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input checked="" type="checkbox"/> | None Required                          | <input checked="" type="checkbox"/> | Sign Posted                          |

Other:

Attachment: Goals &amp; Perspectives (1402 : 2015-129 ORD rezoning at 2905 Texas Blvd.)



Z-15-14

**ORDINANCE NO. 2015-129**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 0.9 ACRE TRACT OF LAND IN THE M.A. BASSETT HRS, A-91, LOCATED AT 2905 TEXAS BOULEVARD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-2 TO OFFICE; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (Exhibit "A"), located at 2905 Texas Boulevard in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Office**; and

**WHEREAS**, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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 five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Office on an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (Exhibit "A"), located at 2905 Texas Boulevard** to the City Council of Texarkana, Texas; and

**WHEREAS**, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Office** in the best interest of the public health, safety, morals and general welfare of the City.

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

**SECTION 1:** That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (Exhibit "A"), located at 2905 Texas Boulevard in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Office**.

Attachment: 2015-129 ORD rezoning 2905 Texas Blvd. [Revision 1] (1402 : 2015-129 ORD rezoning at 2905 Texas Blvd.)

**SECTION 2:** It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

**SECTION 3:** All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** in Regular Council Session on this the **25<sup>th</sup> day of January, 2016.**

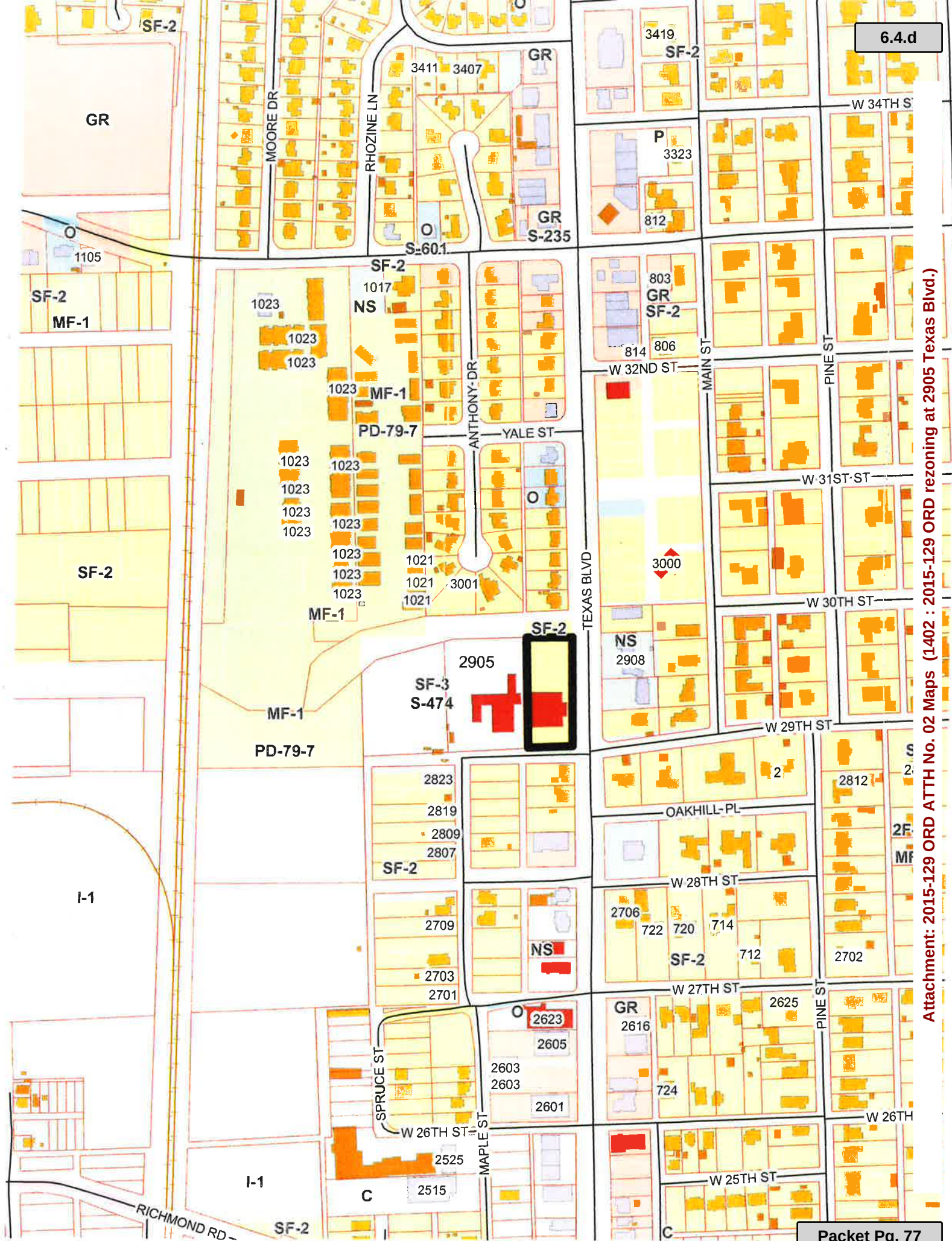
ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

**EXHIBIT "A"**

All that certain tract or parcel of land being a 0.9 acre tract of land and also known as Tract 33 in the M.A. Bassett HRS, A-91 in Bowie County, Texas.







Attachment: 2015-129 ORD ATTH No. 02 Maps (1402 : 2015-129 ORD rezoning at 2905 Texas Blvd.)



## City of Texarkana, Texas

Version:

Update Date: 11/19/2015 3:37 PM

## Briefing Sheet

**Lead Department:** Planning and Community Development **Action Officer:** Debbie Burk  
Ordinance No. 2015-130 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 0.9 acre tract of land located in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.

**Subject:** Public **Second** January 11, **Council**  
**Briefing:** 11/23/2015 **Hearing:** 12/14/2015 **Briefing:** 2016 **Vote:** 1/25/2016

## Item Schedule

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

## Updates/History of Briefing:

Not applicable

## Executive Summary and Background Information:

This is a request by Jason Calhoun, Pastor of Landmark Pentecostal Church, owner, and Keith Culberson, Whatley Sign Company, agent, for a Specific Use Permit on a 0.9 acre tract of land in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. The current use of this property is Landmark Pentecostal Church. The request for a Specific Use Permit is to allow a Changeable Electronic Variable Message Sign (CEVMS) for the church. A Specific Use Permit is required in the Office zoning district for an on premise electronic messaging (CEVMS) sign.

The adjacent zoning is SF-2 to the north and south, SF-3 to the west and Neighborhood Service and SF-2 to the east. The adjacent land usage is residences to the north and south, offices and a residence to the east and additional church facilities to the west.

The church has an existing pole type sign with two cabinets and a flame on the top. The top cabinet is 5' x 10' (50 overall sq. ft.). The bottom cabinet is a changeable letter type sign that is approximately 3.6 x 6' (app. 21 overall sq. ft.). It is 19' in overall height. See attached photograph of existing sign.

The proposed new sign will be a double faced, internally illuminated monument style sign with overall dimensions of 10'6" in width and 13'5' in height. The electronic messaging portion of the sign is 15 square feet in size and the top cabinet is 42.5 square feet in size. These two cabinets will sit on a 3' x 10' 6" aluminum pedestal.

Staff has concerns about residential properties in this area being affected by the brightness of the sign at night. Per the Zoning Ordinance for CEVMS type signs, "the maximum brightness during the day shall be 4,000 nits and at night 1,000 nits. Nits are a measure of brightness".

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

## Potential Options:

None



## City of Texarkana, Texas

**Fiscal Implications:**

None

**Staff Recommendation:**

Staff recommends for approval of this request with the stipulation that the electronic messaging portion of the sign be turned off at night and pending the Planning and Zoning Commission's decision to allow electronic messaging for institutional uses.

**Advisory Board/Committee Review:**

Planning and Zoning Commission

**Board/Committee Recommendation:**

The Planning and Zoning Commission by a vote of 3 to 2 recommended for approval of the Specific Use Permit with the following stipulation:

- The electronic messaging (CEVMS) portion of the sign be turned off from 10:00 p.m. to 7:00 a.m.

**Advisory Board/Committee Meeting Date and Minutes:**

November 2, 2015

**Attachments**

- a. Goals & Perspectives (DOCX)
- b. 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd. (DOCX)
- c. 2015-130 ORD ATTH No. 01 EXH 'A' Prop. sign (PDF)
- d. 2015-130 ORD ATTH No. 02 EXH 'B' (PDF)
- e. 2015-130 ORD ATTH No. 03 Existing signage (PDF)
- f. 2015-130 ORD ATTH No. 04 Maps (PDF)

**Staff Coordination**

|                                    |                    |                        |
|------------------------------------|--------------------|------------------------|
| Planning and Community Development | David Orr          | Department Head Review |
| Completed                          | 11/12/2015 5:28 PM |                        |
| Assistant City Manager             | Shirley Jaster     | Assistant City Manager |
| Review                             | Completed          | 11/16/2015 8:31 AM     |
| Public Information Officer         | Lisa Thompson      | PIO Review             |
|                                    | 11/16/2015 8:39 AM | Completed              |
| City Manager                       | John Whitson       | City Manager Review    |
| 3:38 PM                            | Completed          | 11/19/2015             |

**City of Texarkana, Texas**

City Council  
6:00 PM

Vicky Coopwood

Meeting

Pending

11/23/2015

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**Meeting History**

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

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

## Perspectives and Goals Additional Comments:

NONE

## Resource Impact:

NA

No Additional

## Other Potential Impacts:

NA

## Public Information Plan:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input checked="" type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input checked="" type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input checked="" type="checkbox"/> | None Required                          | <input checked="" type="checkbox"/> | Sign Posted                          |

Other:

## ORDINANCE NO. 2015-130

**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-661 TO ALLOW A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) ON AN APPROXIMATE 0.9 ACRE TRACT OF LAND IN THE M.A. BASSETT HRS, A-91, LOCATED AT 2905 TEXAS BOULEVARD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance so as to grant a **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** on an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (Exhibit B), located at 2905 Texas Boulevard 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 three (3) to two (2) to recommend approval of the application for a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”) with the stipulation that the electronic messaging (CEVMS) portion of the sign be turned off from 10:00 p.m. to 7:00 a.m.** to the City Council of Texarkana, Texas; and

**WHEREAS**, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”) with the stipulation that the electronic messaging (CEVMS) portion of the sign be turned off from 10:00 p.m. to 7:00 a.m.** is in the best interest of the public health, safety, morals and general welfare of the City;

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

**SECTION 1:** That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant a **Specific Use Permit numbered S-661 for the purpose of allowing a Changeable Electronic Variable Message Sign (Exhibit A)** on an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (**Exhibit “B”**) in the City of Texarkana, Bowie County, Texas.

**SECTION 2:** That the following stipulation is hereby imposed and made a part of this Ordinance:

- The electronic messaging (CEVMS) portion of the sign be turned off from 10:00 p.m. to 7:00 a.m.

**SECTION 3:** All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

**SECTION 4:** It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

**SECTION 5:** That this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** in Regular Council Session on this the **25<sup>th</sup> day of January, 2016.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



Manufacture and install: (1) double faced, monument sign structure consisting of (1) 6' 2" H x 8' W, internally illuminated, ID sign, (2) 2' 6.2" H x 5' 10.5" W, 16mm, full color electronic message centers, mounted on a 3' H x 10' 6" W aluminum pedestal.

Middle portion of sign (where EMC is) shall be 3' 10" H x 8' W non-illuminated, fabricated of aluminum. **Overall size of completed sign will be 13' 5" H x 10' 6" W.**

Suggested colors: Vinyl - Sand Dune (Avery translucent) Poppy Red & Gold Nugget (3M translucent) Black lettering (3M opaque, high performance vinyl) White (3M reflective) for street numbers.

Paint colors for structure: Pillars - White, pedestal - to match vinyl color - Poppy Red

Paint colors for sign cabinets: to match vinyl color - Sand Dune

Option 2.B



- ☐ APPROVED AS SHOWN
- ☐ APPROVED WITH CHANGES AS NOTED
- ☐ REVISE AND SUBMIT NEW PROOF WITH CHANGES

PROPERTY OF WHATLEY SIGN COMPANY - NOT BE DUPLICATED

This art is the exclusive property of Whatley Sign Company and is for the sole purpose of viewing by the recipient. It is not to be released to outside parties. Any duplication and/or copying of these drawings in part or in whole is prohibited. Any violation of these terms will result in penalties and prosecution under copyright laws.

Due to variations in printing, the colors shown are representations and should be used as a guide only.

Landmark Pentecostal Church

Designed for

Signature of Authorized Representative

Date



1109 E 51st Street 870.773.2139 P  
Texarkana, AR 71854 870.772.5703 F

[www.whatleysign.com](http://www.whatleysign.com)

Attachment: 2015-130 ORD ATTH No. 01 EXH 'A' Prop. sign (1403 : 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd.)

## EXHIBIT "B"

All that certain tract or parcel of land being a 0.9 acre tract of land and also known as Tract 33 in the M.A. Bassett HRS, A-91 in Bowie County, Texas.

Existing

Approx. size of  
existing cabinet:  
5' H x 10' W

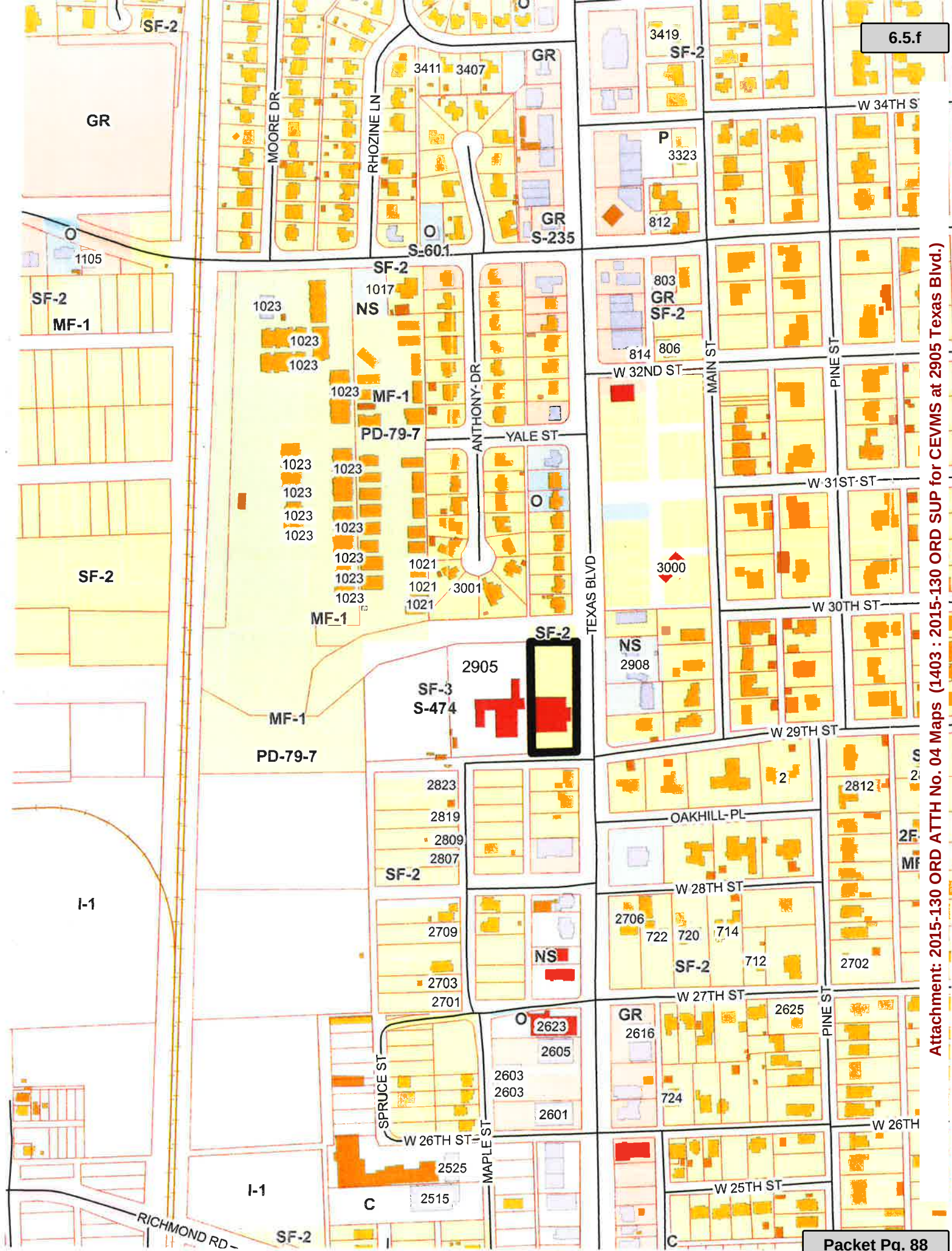
Approx. size of  
existing cabinet:  
3' 6" H x 6' W

Height 19' from  
ground to top of  
cabinet



SET YOUR  
AFFECTIONS ON  
THINGS ABOVE  
INSTEAD OF EARTH





Attachment: 2015-130 ORD ATTH No. 04 Maps (1403 : 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd.)







## City of Texarkana, Texas

Version:

Update Date: 11/19/2015 3:43 PM

**Briefing Sheet**

**Lead Department:** Planning and Community Development **Action Officer:** Debbie Burk  
**Subject:** Ordinance No. 2015-131 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 7.39 acre tract of land located at 1601 Mall Drive. Church on the Rock, applicant. Jason Offutt, Ace Sign Company, agent.  
**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

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

Not applicable

**Executive Summary and Background Information:**

This is a request by Church on the Rock, owner, and Jason Offutt, Ace Sign Company, agent, for a Specific Use Permit on an approximate 7.39 acre tract of land in the A.J. King HRS, A-331, located at 1601 Mall Drive. The current use of this property is Church. The request for a Specific Use Permit is to allow a Changeable Electronic Variable Message Sign (CEVMS) for the church. A Specific Use Permit is required in the Office zoning district for an on premise electronic message (CEVMS) sign.

The adjacent zoning is SF-2 to south, east and west and Interstate 30 to the north. The adjacent land usage is Interstate-30 to the north, residences to the south and vacant land to the east and west.

The church has an existing pole type sign with two cabinets and a cross on the top. The top cabinet is 7' x 25' (175 overall sq. ft.). The bottom cabinet is a changeable letter type sign that is 6.5' x 22.5' (app. 146 overall sq. ft.). It is 36' in overall height. See attached photograph of existing sign.

The proposed new sign is also 36' in overall height. The double faced internally illuminated pole sign has a top cabinet that is approximately 9' x 18' (162 overall sq. ft.) in size. The electronic messaging portion of the sign is approximately 9' x 16' (144 overall sq. ft.) in size. There is a 6' cross attached to the top cabinet. See attachment for rendering of proposed sign.

This proposed sign is larger than an institution type sign normally allowed for a church. Staff has researched the City Inspection Department's permit files and determined that a sign



## City of Texarkana, Texas

permit was issued in August, 1994 that allowed the current size signage. Staff assumes this size signage was allowed because the property is located along the I-30 corridor. Since this size signage was allowed by the City, staff has determined that the existing sign should be considered as a non-conforming sign. Since the total square footage of the proposed sign is less than that of the existing sign, staff recommends for approval of the new signage pending the Planning and Zoning Commission's decision allowing electronic messaging for institutional uses. The applicant should be aware that since this is a non-conforming sign, the size of the sign cannot be increased in the future.

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

### Potential Options:

None

### Fiscal Implications:

None

### Staff Recommendation:

Since this size signage was previously approved by the City and is now considered non-conforming,  
staff recommends for approval of the Specific Use Permit to allow the CEVMS.

### Advisory Board/Committee Review:

Planning and Zoning Commission

### Board/Committee Recommendation:

The Planning and Zoning Commission by a vote of 4 to 1 recommended for approval of the Specific Use Permit.

### Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

### Attachments

- a. Goals & Perspectives (DOCX)
- b. 2015-131 ORD SUP for CEVMS at 1601 Mall Dr. (DOCX)
- c. 2015-131 ORD ATTH No. 01 EXH 'A' Prop. sign (PDF)
- d. 2015-131 ORD ATTH No. 02 EXH 'B' (PDF)
- e. 2015-131 ORD ATTH No. 03 Existing signage (PDF)
- f. 2015-131 ORD ATTH No. 04 Maps (PDF)

### Staff Coordination

Planning and Community Development  
Completed

David Orr  
11/12/2015 5:28 PM

Department Head Review

### City of Texarkana, Texas

|                            |                    |                                          |
|----------------------------|--------------------|------------------------------------------|
| Assistant City Manager     | Shirley Jaster     | Assistant City Manager                   |
| Review                     | Completed          | 11/16/2015 8:31 AM                       |
| Public Information Officer | Lisa Thompson      | PIO Review Completed                     |
|                            | 11/16/2015 8:38 AM |                                          |
| City Manager               | John Whitson       | City Manager Review Completed 11/19/2015 |
| 3:44 PM                    |                    |                                          |
| City Council               | Vicky Coopwood     | Meeting Pending 11/23/2015               |
| 6:00 PM                    |                    |                                          |

---

#### Meeting History

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

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

## Perspectives and Goals Additional Comments:

NONE

## Resource Impact:

NA

No Additional

## Other Potential Impacts:

NA

## Public Information Plan:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input checked="" type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input checked="" type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input checked="" type="checkbox"/> | None Required                          | <input checked="" type="checkbox"/> | Sign Posted                          |

Other:

## ORDINANCE NO. 2015-131

**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-662 TO ALLOW A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) ON AN APPROXIMATE 7.39 ACRE TRACT OF LAND IN THE A.J. KING HRS, A-331, LOCATED AT 1601 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 a Changeable Electronic Variable Message Sign (Exhibit “A”)** on an approximate 7.39 acre tract of land in the A.J. King HRS, A-331 (**Exhibit “B”**), located at 1601 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 four (4) to one (1) to recommend approval of the application for a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** to the City Council of Texarkana, Texas; and

**WHEREAS**, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** is in the best interest of the public health, safety, morals and general welfare of the City.

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

**SECTION 1:** That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant a **Specific Use Permit numbered S-661 for the purpose of allowing a Changeable Electronic Variable Message Sign (Exhibit “A”)** on an approximate 7.39 acre tract of land in A.J. King HRS, A-331 (**Exhibit “B”**) in the City of Texarkana, Bowie County, Texas.

**SECTION 2:** All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

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

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** in Regular Council Session on this the 25<sup>th</sup> day of January, 2016.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



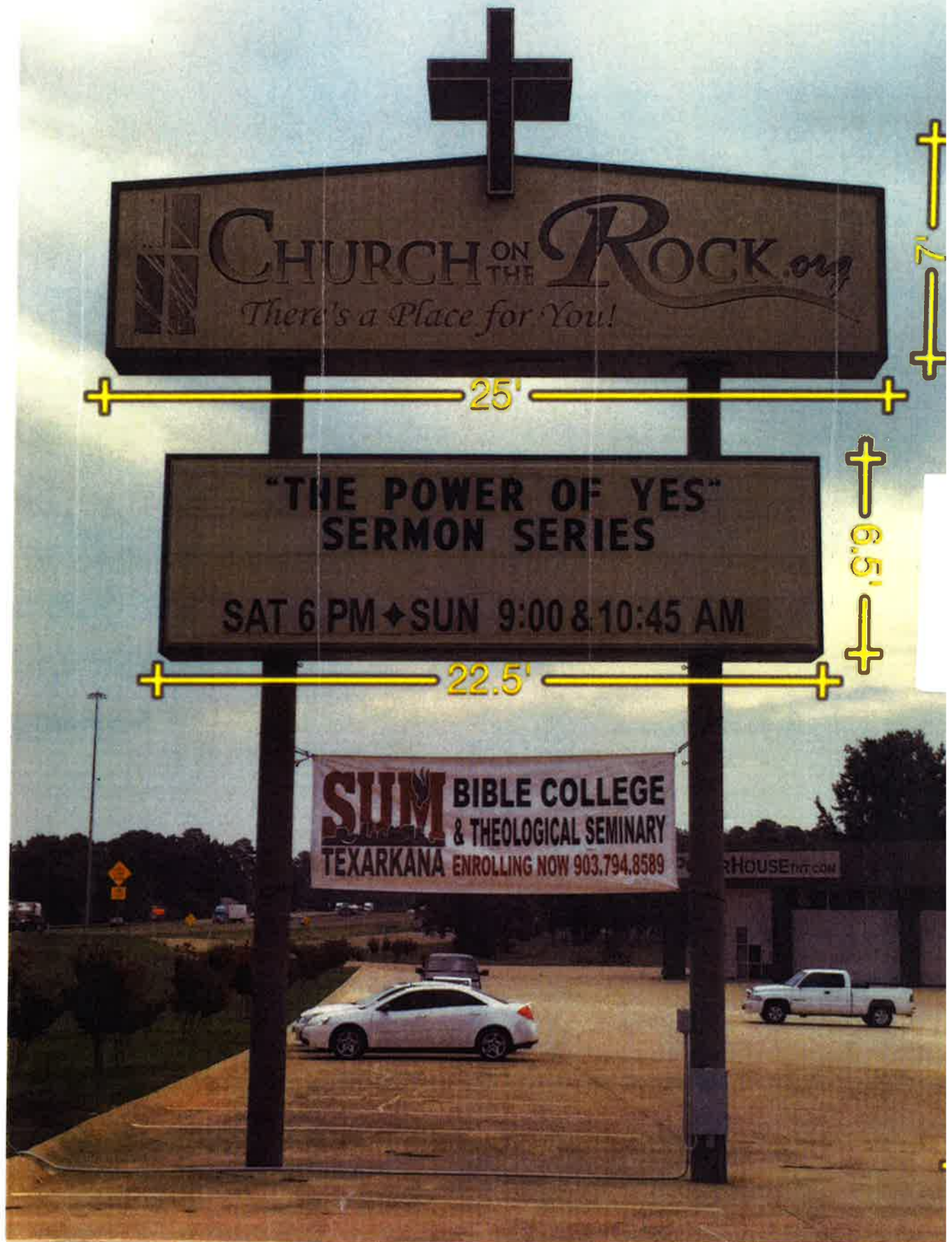


Packet Pg. 96

## EXHIBIT "B"

All that certain tract of land situated in Bowie County, Texas, a part of the Andrew J. King Headright Survey, Abst. No. 331 and being more particularly described by metes and bounds as follows:  
 BEGINNING at the Southeast corner of the Andrew J. King Survey on the West boundary line of the Willis Oldham Survey, a corner of M.E.P. & P. Ry. Co. Survey, Sec. 3;  
 THENCE S 89° 29' 56" W., 803.14 ft., with the North boundary line of Block No. 1 of FARR OAKS ADDITION to the City of Texarkana, Bowie County, Texas;  
 THENCE N. 00° 36' 53" E., 222.35 ft., along an old fence line, to the South right-of-way line of Interstate Highway 30;  
 THENCE N. 61° 33' 53" E., 194.43 ft. along said South right-of-way line, to the beginning point of a curve to the right having a radius of 9349.3 ft.;  
 THENCE Northeasterly along the South right-of-way of Interstate Highway 30, said line being 200 ft. from and concentric with the survey centerline; a distance of 712.35 ft., through a central angle of 04° 21' 56"; to an old fence line along the East boundary line of said A.J. King Survey;  
 THENCE S. 00° 49' 30" W., 622.97 ft., along said fence line, to the Point of Beginning and containing 7.9313 acres of land, more or less.

Attachment: 2015-131 ORD ATTH No. 02 EXH 'B' (1404 : 2015-131 ORD SUP for CEVMS at 1601 Mall Drive)



Attachment: 2015-131 ORD ATTH No. 03 Existing signage (1404 : 2015-131 ORD SUP for CEVMS at 1601 Mall Drive)









6.6.f

Attachment: 2015-131 ORD ATTH No. 04 Maps (1404 : 2015-131 ORD SUP for CEVMS at 1601 Mall Drive)



## City of Texarkana, Texas

Version: A

Update Date: 11/19/2015 3:45 PM

**Briefing Sheet**

**Lead Department:** Planning and Community Development **Action Officer:** Debbie Burk  
**Subject:** Ordinance No. 2015-132 rezoning an approximate 1.12 acre tract of land located in the J.M. Goff HRS, A-244, located at 3012 Moores Lane. Agriculture to Planned Development-Office. Alan Schimming, applicant. David Williams, MTG Engineering, agent.  
**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

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

Not applicable

**Executive Summary and Background Information:**

This is a request by Alan Schimming, owner, and David Williams, MTG Engineering, agent, to rezone a 1.12 acre tract in the J.M. Goff HRS, A-244, located at 3012 Moores Lane from Agriculture to Planned Development-Office. A residence is currently located on the property. The proposal is for future office use.

The adjacent zoning is Agriculture to the north, west and south and PD-Office to the east. Residences are located to the north, east and west. Moores Lane First Baptist Church is located to the south.

The Comprehensive Plan has designated this as an Office/Institutional area.

During the past few years, several properties along Moores Lane have been rezoned with a Planned Development designation for office uses. Single family residences that front along Moores Lane will become less desirable as continued residential uses as this trend continues. An office use is generally a quiet business with low traffic and low noise that will transition well with the remaining residential properties in the area.

The two lots to the east have already been rezoned to Planned Development-Office.

If the property is rezoned with the Planned Development designation, the owner should be aware that a site plan approval process is required if the owner plans to remodel the existing structure, remove the existing structure and build a new structure, or add on to the existing structure. The site plan must show parking spaces, driveways and signage size and location. All commercial building codes apply. At such time that this use changes from residential to business use, a screening device will be required along the south property line.

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

## City of Texarkana, Texas

**Potential Options:**

None

**Fiscal Implications:**

None

**Staff Recommendation:**

Staff recommends for approval of this request.

**Advisory Board/Committee Review:**

Planning and Zoning Commission.

**Board/Committee Recommendation:**

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

**Advisory Board/Committee Meeting Date and Minutes:**

November 2, 2015

**Attachments**

- a. Goals & Perspectives (DOCX)
- b. 2015-132 ORD rezoning 3012 Moores Ln. (DOCX)
- c. 2015-132 ORD ATTH No. 01 EXH 'A' (PDF)
- d. 2015-132 ORD ATTH No. 02 Maps (PDF)

**Staff Coordination**

|                                    |                    |                        |
|------------------------------------|--------------------|------------------------|
| Planning and Community Development | David Orr          | Department Head Review |
| Completed                          | 11/12/2015 5:29 PM |                        |
| Assistant City Manager             | Shirley Jaster     | Assistant City Manager |
| Review                             | Completed          | 11/16/2015 8:31 AM     |
| Public Information Officer         | Lisa Thompson      | PIO Review             |
|                                    | 11/16/2015 8:37 AM | Completed              |
| City Manager                       | John Whitson       | City Manager Review    |
| 3:47 PM                            |                    | Completed              |
| City Council                       | Vicky Coopwood     | Meeting                |
| 6:00 PM                            |                    | Pending                |
|                                    |                    | 11/23/2015             |

**Meeting History**

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

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

## Perspectives and Goals Additional Comments:

NONE

## Resource Impact:

NA

No Additional

## Other Potential Impacts:

NA

## Public Information Plan:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input checked="" type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input checked="" type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input checked="" type="checkbox"/> | None Required                          | <input checked="" type="checkbox"/> | Sign Posted                          |

Other:

Z-15-16

**ORDINANCE NO. 2015-132**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING AN APPROXIMATE 1.12 ACRE TRACT OF LAND IN THE J.M. GOFF HRS, A-244, LOCATED AT 3012 MOORES LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM AGRICULTURE TO PLANNED DEVELOPMENT-OFFICE; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate 1.12 acre tract of land in the J.M. Goff HRS, A-244 (**Exhibit “A”**), located at 3012 Moores Lane in the City of Texarkana, Bowie County, Texas, from **Agriculture to Planned Development-Office**; and

**WHEREAS**, the Planning and Zoning Commission of the City of Texarkana, Texas and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of 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 five (5) to zero (0) to recommend the application for rezoning from Agriculture to Planned Development-Office on an approximate 1.12 acre tract of land in the J.M. Goff HRS, A-244 (Exhibit “A”), located at 3012 Moores Lane** to the City Council of Texarkana, Texas; and

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

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

**SECTION 1:** That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an approximate 1.12 acre tract of land in the J.M. Goff HRS, A-244 (**Exhibit “A”**), located at 3012 Moores Lane in the City of Texarkana, Bowie County, Texas, from **Agriculture to Planned Development-Office**.

Attachment: 2015-132 ORD rezoning 3012 Moores Ln. [Revision 1] (1405 : 2015-132 ORD rezoning 3012 Moores Lane. A to PD-O)

**SECTION 2:** It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

**SECTION 3:** All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

**SECTION 4:** That this Ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** in Regular Council Session on this the **25<sup>th</sup> day of January, 2016.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



## EXHIBIT "A"

all of the following described real property in Bowie County, Texas:

All that certain tract or parcel of land situated in and being a part of the J.M. GOFF HEADRIGHT SURVEY, Abstract No. 244, Bowie County, Texas, and being a part of Lot Numbered Five (5) of the partition among the heirs of C.H. Moores into eight parts and also being all of that certain tract or parcel of land conveyed from Vaughn D. Shofner and wife, Dawn Shofner to George Perkins and Ethel Perkins by Deed recorded in Volume 813, Page 23 of the Real Property Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows: BEGINNING at a 1/2 inch iron pin set for corner in the North right-of-way of F.M. Road No. 2240 (Moores Lane), said point being West, 442.4 feet and North, 45.00 feet from the Southeast corner of Lot Numbered Five of the partition among the heirs of C.H. Moores and the said Point of Beginning being the Southeast corner of the above mentioned Perkins tract;

THENCE: N 90°00'00" W, 192.60 feet with the North right-of-way line of said Moores Lane to a 1/2 inch iron pin set for corner in the East right-of-way of a street designated as Brenda Street; THENCE: N 00°00'00" E, 253.00 feet with the East right-of-way line of said Brenda Street to a 1/2 inch iron pin found for corner;

THENCE: S 90°00'00" E, 192.43 feet with the South line of a certain tract known as Crow Acres as recorded in Volume 608, Page 136 of the Plat Records of Bowie County, Texas, to a 1/2 inch iron pin found for corner in the West line of a certain tract conveyed to James Taylor by Deed recorded in Volume 2074, Page 272 of the Real Property Records of Bowie County, Texas; THENCE: S 00°00'00" W, 253.00 feet with the West line of said Taylor tract and subsequently with the West line of a certain tract conveyed to L. D. Hall by Deed recorded in Volume 408, Page 163 of the Deed Records of Bowie County, Texas, to the POINT OF BEGINNING and containing 1.12 acres of land, more or less.

**SUBJECT TO THE FOLLOWING:**

*Visible and apparent roadways and/or easements.*

Save and except any portion of subject property located within the bounds of any road, street or right-of-way.

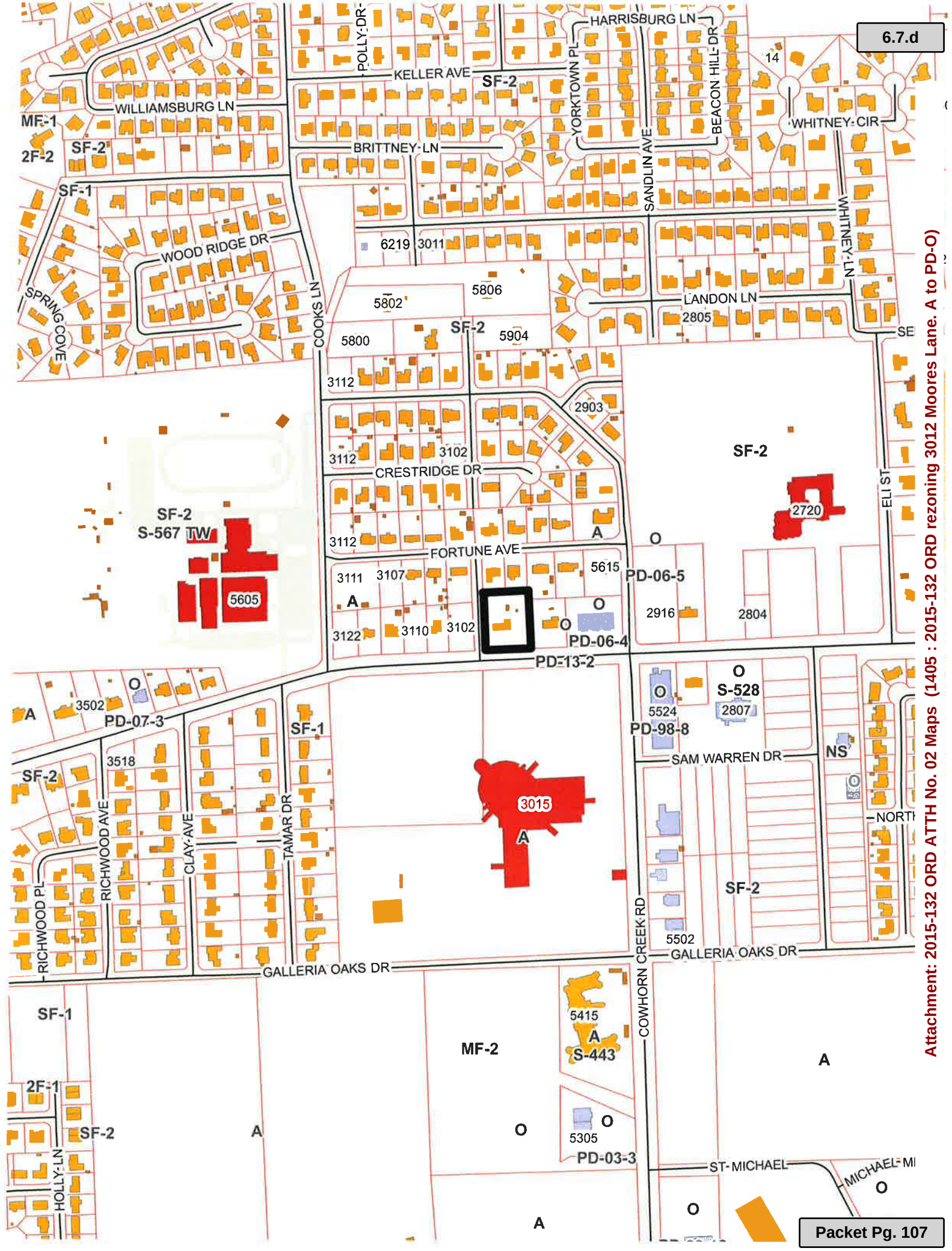
Easement in favor of General Telephone Co. of the Southwest recorded in Volume 358, Page 247, Deed Records of Bowie County, Texas.

4280

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6621

Page  
325

Attachment: 2015-132 ORD ATTH No. 01 EXH 'A' (1405 : 2015-132 ORD rezoning 3012 Moores Lane. A to PD-O)



Attachment: 2015-132 ORD ATTH No. 02 Maps (1405 : 2015-132 ORD rezoning 3012 Moores Lane. A to PD-O)







## City of Texarkana, Texas

Version: D

Update Date: 11/18/2015 10:19 AM

**Briefing Sheet**

**Lead Department:** Fire Department      **Action Officer:** Eric Schlotter, Fire Chief  
**Subject:** Ordinance No. 2015-135 amending the Code of Ordinances Sec. 18-14 -  
Outdoor Burning.  
**Briefing:** 11/23/2015    **Public**    **Second** January 11,    **Council**  
**Hearing:** 12/14/2015    **Briefing:** 2016    **Vote:** 1/25/2016

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

"NOT APPLICABLE"

**Executive Summary and Background Information:**

A recent discussion regarding the fee charged for burning permits led to a discovery that the permit process for outdoor burning was not compliant with the adopted ordinance governing the issue. At the direction of Council, revisions to the Code of Ordinances are being proposed in this Ordinance. The Ordinance before you would amend the current Code of Ordinances to properly allow staff to issue permits for outdoor burning, it also lists the applicable rules and adjusts the penalty for violation.

**Potential Options:**

- Adopt Ordinance 2015-135 thus amending the burning ordinance to allow outdoor burning by permit.
- Take no action, which would effectively ban all outdoor burning with few exceptions.

**Fiscal Implications:**

None

**Staff Recommendation:**

Staff recommends approval of the Ordinance.

**Advisory Board/Committee Review:**

"NONE"

**Board/Committee Recommendation:**

"NOT APPLICABLE"

**Advisory Board/Committee Meeting Date and Minutes:**

"NOT APPLICABLE"

**Attachments**

## City of Texarkana, Texas

- a. 2015-135 ORD Redline version of changes to Code of Ordinances Sec. 18-14 (DOCX)
- b. 2015-135 ORD Code of Ordinances Sec. 18-14 changes only (DOCX)
- c. 2015-135 ORD Code of Ordinances Sec. 18-14 revised (DOCX)
- d. 2015-135 ORD Goals & Perspectives (DOCX)
- e. 2015-135 Ordinance (DOC)

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### Staff Coordination

|                            |                     |                        |                        |            |
|----------------------------|---------------------|------------------------|------------------------|------------|
| Fire Department            | Eric Schlotter      | Department Head Review | Completed              |            |
|                            | 11/18/2015 10:25 AM |                        |                        |            |
| Municipal Prosecutor       | Shirley Jaster      | Legal Review           | Completed              | 11/18/2015 |
|                            | 10:43 AM            |                        |                        |            |
| City Attorney              | John Whitson        | Legal Review           | Skipped                | 11/19/2015 |
|                            | 4:03 PM             |                        |                        |            |
| Assistant City Manager     |                     | Shirley Jaster         | Assistant City Manager |            |
| Review                     | Completed           | 11/19/2015 4:06 PM     |                        |            |
| Public Information Officer |                     | Lisa Thompson          | PIO Review             | Completed  |
|                            | 11/19/2015 4:07 PM  |                        |                        |            |
| City Manager               | John Whitson        | City Manager Review    | Completed              | 11/19/2015 |
|                            | 4:25 PM             |                        |                        |            |
| City Council               | Vicky Coopwood      | Meeting                | Pending                | 11/23/2015 |
|                            | 6:00 PM             |                        |                        |            |

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### Meeting History



## Sec. 18-14. Outdoor burning.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Bonfire* means a large outdoor fire utilized for recreational or ceremonial purposes.

*Chimney* means a single opening, moveable, outdoor fireplace design with a stack or chimney to draft air into a fire and smoke to be drawn out the top of the stack.

*Extinguished* means the absence of any visible flames, glowing coals, heat or smoke.

*Fire pit* means a place or structure designed and approved for the burning of combustible material that does not have a flue, chimney or duct and the combustion gases are emitted directly into the atmosphere.

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:7

*Open burning* means a fire or smoldering combustible material which is not contained completely within an approved container, but shall not include charcoal, gas or electric grills and smokers.

*Outdoor fireplace* means an enclosed and permanently affixed outdoor fire receptacle which incorporates a permanently affixed chimney or flue and is constructed of brick, rock or other masonry material.

*Portable outdoor fireplace* means a movable container that is commercially manufactured and designed with a chamber to hold an outdoor fire, used for heat or light, but not for cooking. A portable outdoor fireplace must be equipped with a screen capable of preventing burning embers from escaping.

*Recreational fire* means a fire for the purpose of cooking, obtaining warmth, or viewing for pleasure.

*Responsible party* means the property owner or occupant that causes or allows a recreational fire to be ignited or maintained on their property.

(b) *Prohibition of open burning.* No person may cause, suffer, ~~or allow or permit~~ any open burning within the city limits, except as allowed ~~by permit, for~~ recreational fires and firefighter training as specified in this chapter.

(c) *Exception for recreational fires; generally.* Recreational fires in an approved container are allowed. Any person may burn acceptable fuels in an approved container for the purpose of cooking, viewing for pleasure, or obtaining warmth, on property owned or occupied by such person. Fires must meet the requirements as listed in this section. No permit is required for such fires. Recreational fires are not allowed at any time a burn ban is in effect in accordance with section 18-93. Recreational fires are not allowed within the fire limits of the city.

(d) *Recreational fires; approved containers.*

(1) Approved containers for recreational fires are chimneys, fire pits, outdoor fireplaces, and portable outdoor fireplaces.

(2) Chimneys and portable outdoor fireplaces must be commercially manufactured for that specific purpose. Outdoor fireplaces and fire pits may be commercially manufactured or site built.

(3) Approved containers must have enclosed sides made from bricks, concrete blocks, heavy gauge metal or other suitable noncombustible material.

(4) Approved containers must have a spark arrestor mesh screen to contain sparks. Screens shall be of expanded metal (or equivalent noncombustible material) with openings no larger than one-half inch.

(5) Width of approved containers must not exceed three feet at its widest point.

§ 18-14 TEXARKANA CITY CODE

CD18:8

(6) Walls of approved containers cannot exceed two feet in height measured from the floor of the fire area to the top of the wall, excluding any chimney.

(7) Approved containers must be set upon or built into the bare ground or a noncombustible material such as brick, stone or concrete.

(e) *Recreational fires; fuels.* Acceptable fuels are clean, dry, seasoned firewood; charcoal; or commercially manufactured compressed fire logs. The following listed items are not acceptable fuels and shall not be burned:

- (1) Commercial or domestic waste, trash or garbage.
- (2) Leaves, pine needles or grass clippings.
- (3) Lumber (treated or untreated), construction debris.
- (4) Yard debris, unless it meets the definition of firewood or kindling.
- (5) Flammable or combustible liquids.
- (6) Electrical insulation, plastics, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(f) *Recreational fires; responsible party responsibilities.* The responsible party shall:

- (1) Remain in charge of the fire or keep a competent adult in charge of the fire.
- (2) Ensure flame height is maintained at three feet or less.
- (3) Ensure that the fire does not create a risk of fire or damage to persons or property.
- (4) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished. ~~Ensure that the fire does not create a nuisance that is offensive to any other person.~~
- (5) Have a means of extinguishing the fire on hand at all times while the fire is burning.
- (6) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.

(g) *Recreational fires; acceptable locations.*

- (1) For approved containers other than fire pits, a minimum clearance of at least ten feet shall be maintained from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks, or any combustible material.
- (2) Fire pits shall have a minimum clearance of at least 25 feet from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks or any combustible material.
- (3) Recreational fires shall not be located over a natural gas line or under overhead utility lines.

#### FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:9

(h) *Recreational fires; fire department authority.* The fire chief or designated representative, shall have authority to enter private property where a recreational fire is burning to ensure the safety of said fire, to investigate a reported nuisance, or to ensure compliance with this section. The fire department representative shall have authority to extinguish or to have extinguished said fire if the fire is creating a danger, is creating a nuisance, or is in violation of this section.

(i) *Exception for bonfires; generally.* At the discretion of the fire chief or designated representative, bonfires may be allowed. Bonfires must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.219, except that burning shall be allowed outside the time limits specified therein. Bonfires are not allowed within the fire limits of the city.

(j) *Bonfires; permit required.*

- (1) A permit shall be required prior to allowing a bonfire.
- (2) Before issuing a permit, the fire chief or designee shall inspect the proposed bonfire site and ensure compliance with applicable rules.
- (3) Any permit issued under this section shall specify the approved location, the acceptable

fuels, the date and time approved, and any special conditions applicable to this bonfire.

(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the bonfire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing a bonfire permit.

(k) Bonfires; responsible party responsibilities. The responsible party shall:

(1) Remain in charge of the fire or keep a competent adult in charge of the fire.

(2) Ensure that the fire does not create a risk of fire or damage to persons or property.

(3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished. Ensure that the fire does not create a nuisance that is offensive to any other person.

(4) Have a means of extinguishing the fire on hand at all times while the fire is burning.

(5) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.

(l) Bonfires; fuels. Acceptable fuels are clean, dry, seasoned firewood; logs, limbs, pallets, lumber (not treated lumber), or other wood products. Small quantities of flammable or combustible liquids approved by the fire chief or designee, may be used for igniting the fire. The following listed items are not acceptable fuels and shall not be burned:

(1) Commercial or domestic waste, trash or garbage.

(2) Treated lumber, construction debris.

§ 18-14 TEXARKANA CITY CODE

CD18:10

(3) Flammable or combustible liquids (except as specified for ignition).

(4) Electrical insulation, plastics, asphaltic materials, potentially explosivematerials, chemical wastes, and items containing natural or synthetic rubber.

(m) Exception for firefighter training; generally. Open burning may be conducted for firefighter training. Burning for firefighter training must be conducted in accordance with Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.205 "Exception for Fire Training".

(n) Exception for permitted burning; generally. At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Administrative Code ch. 30, section 111.219. Outdoor burning shall only be permitted for the purpose of land development, and only when the parcel of land is equal to or greater than 5 acres in size. Outdoor burning is not allowed within the fire limits of the city.

(o) Outdoor burning; permit required.

(1) A permit shall be required prior to allowing outdoor burning.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed outdoor burning site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this outdoor burning.

(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.

(p) Outdoor burning; responsible party responsibilities. The responsible party shall:

(1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.

(2) Ensure the fire does not create a risk of damage to person or property.

(3) Ensure that the fire does not create a nuisance that is offensive to any other person.

- (4) Have equipment on site to control and extinguish the fire.
- (5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.
- (6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.
- (7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.
- (8) Ensure the fire will be extinguished if the fire escapes control.
- (9) Be responsible and liable for any damages.
- (g) Outdoor burning; fuels. Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.
- (1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.
- (2) Old tires shall not be used to start fires.
- (r) Outdoor Burning; Appeals. Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.
- (s) Penalty for violation. Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$~~2,050~~500.00. Each day of any such violation shall be deemed to be a separate offense.
- (Code 1961, § 9-13; Ord. No. 226-08, § 1, 10-27-2008)
- Sec. 18-15. Burning of garbage, petroleum products and vehicles prohibited.**
- The burning of garbage in any form, or petroleum products, or automobiles or other motor vehicles or any part thereof for wrecking or salvage purposes, in or on any lot or other premises within the city is hereby prohibited.
- (Code 1961, § 9-17; Ord. of 8-25-1953, § 5)
- Sec. 18-16. Fires in streets, etc., prohibited.**
- It shall be unlawful for any person to light or have lighted any fire in any street, alley, thoroughfare or public property.
- (Code 1961, § 9-18; Ord. of 8-25-1953, § 6)



(b) *Prohibition of open burning.* No person may cause, suffer, or allow any open burning within the city limits, except as allowed by permit, recreational fires and firefighter training as specified in this chapter.

(n) *Exception for permitted burning; generally.* At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Administrative Code ch. 30, section 111.219. Outdoor burning shall only be permitted for the purpose of land development, and only when the parcel of land is equal to or greater than 5 acres in size. Outdoor burning is not allowed within the fire limits of the city.

(o) *Outdoor burning; permit required.*

(1) A permit shall be required prior to allowing outdoor burning.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed outdoor burning site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this outdoor burning.

(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.

(p) *Outdoor burning; responsible party responsibilities.* The responsible party shall:

(1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.

(2) Ensure the fire does not create a risk of damage to person or property.

(3) Ensure that the fire does not create a nuisance that is offensive to any other person.

(4) Have equipment on site to control and extinguish the fire.

(5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.

(6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.

(7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.

(8) Ensure the fire will be extinguished if the fire escapes control.

(9) Be responsible and liable for any damages.

(q) *Outdoor burning; fuels.* Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.

(1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.

(2) Old tires shall not be used to start fires.

(r) *Outdoor Burning; Appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.

(s) *Penalty for violation.* Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$2,000.00. Each day of any such violation shall be deemed to be a separate offense.

### Sec. 18-14. Outdoor burning.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

*Bonfire* means a large outdoor fire utilized for recreational or ceremonial purposes.

*Chimney* means a single opening, moveable, outdoor fireplace design with a stack or chimney to draft air into a fire and smoke to be drawn out the top of the stack.

*Extinguished* means the absence of any visible flames, glowing coals, heat or smoke.

*Fire pit* means a place or structure designed and approved for the burning of combustible material that does not have a flue, chimney or duct and the combustion gases are emitted directly into the atmosphere.

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:7

*Open burning* means a fire or smoldering combustible material which is not contained completely within an approved container, but shall not include charcoal, gas or electric grills and smokers.

*Outdoor fireplace* means an enclosed and permanently affixed outdoor fire receptacle which incorporates a permanently affixed chimney or flue and is constructed of brick, rock or other masonry material.

*Portable outdoor fireplace* means a movable container that is commercially manufactured and designed with a chamber to hold an outdoor fire, used for heat or light, but not for cooking. A portable outdoor fireplace must be equipped with a screen capable of preventing burning embers from escaping.

*Recreational fire* means a fire for the purpose of cooking, obtaining warmth, or viewing for pleasure.

*Responsible party* means the property owner or occupant that causes or allows a recreational fire to be ignited or maintained on their property.

(b) *Prohibition of open burning.* No person may cause, suffer, or allow any open burning within the city limits, except as allowed by permit, recreational fires and firefighter training as specified in this chapter.

(c) *Exception for recreational fires; generally.* Recreational fires in an approved container are allowed. Any person may burn acceptable fuels in an approved container for the purpose of cooking, viewing for pleasure, or obtaining warmth, on property owned or occupied by such person. Fires must meet the requirements as listed in this section. No permit is required for such fires. Recreational fires are not allowed at any time a burn ban is in effect in accordance with section 18-93. Recreational fires are not allowed within the fire limits of the city.

(d) *Recreational fires; approved containers.*

(1) Approved containers for recreational fires are chimneys, fire pits, outdoor fireplaces, and portable outdoor fireplaces.

(2) Chimneys and portable outdoor fireplaces must be commercially manufactured for that specific purpose. Outdoor fireplaces and fire pits may be commercially manufactured or site built.

(3) Approved containers must have enclosed sides made from bricks, concrete blocks, heavy gauge metal or other suitable noncombustible material.

(4) Approved containers must have a spark arrestor mesh screen to contain sparks. Screens shall be of expanded metal (or equivalent noncombustible material) with openings no larger than one-half inch.

(5) Width of approved containers must not exceed three feet at its widest point.

§ 18-14 TEXARKANA CITY CODE

CD18:8

(6) Walls of approved containers cannot exceed two feet in height measured from the floor of the fire area to the top of the wall, excluding any chimney.

(7) Approved containers must be set upon or built into the bare ground or a noncombustible material such as brick, stone or concrete.

(e) *Recreational fires; fuels.* Acceptable fuels are clean, dry, seasoned firewood; charcoal; or commercially manufactured compressed fire logs. The following listed items are not acceptable fuels and shall not be burned:

(1) Commercial or domestic waste, trash or garbage.

(2) Leaves, pine needles or grass clippings.

(3) Lumber (treated or untreated), construction debris.

(4) Yard debris, unless it meets the definition of firewood or kindling.

(5) Flammable or combustible liquids.

(6) Electrical insulation, plastics, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(f) *Recreational fires; responsible party responsibilities.* The responsible party shall:

(1) Remain in charge of the fire or keep a competent adult in charge of the fire.

(2) Ensure flame height is maintained at three feet or less.

(3) Ensure that the fire does not create a risk of fire or damage to persons or property.

(4) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.

(5) Have a means of extinguishing the fire on hand at all times while the fire is burning.

(6) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.

(g) *Recreational fires; acceptable locations.*

(1) For approved containers other than fire pits, a minimum clearance of at least ten feet shall be maintained from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks, or any combustible material.

(2) Fire pits shall have a minimum clearance of at least 25 feet from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks or any combustible material.

(3) Recreational fires shall not be located over a natural gas line or under overhead utility lines.

#### FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:9

(h) *Recreational fires; fire department authority.* The fire chief or designated representative, shall have authority to enter private property where a recreational fire is burning to ensure the safety of said fire, to investigate a reported nuisance, or to ensure compliance with this section. The fire department representative shall have authority to extinguish or to have extinguished said fire if the fire is creating a danger, is creating a nuisance, or is in violation of this section.

(i) *Exception for bonfires; generally.* At the discretion of the fire chief or designated representative, bonfires may be allowed. Bonfires must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.219, except that burning shall be allowed outside the time limits specified therein. Bonfires are not allowed within the fire limits of the city.

(j) *Bonfires; permit required.*

(1) A permit shall be required prior to allowing a bonfire.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed bonfire site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this bonfire.

- (4) The responsible party receiving the permit shall ensure the permit is available on the scene of the bonfire for the duration of the event.
- (5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing a bonfire permit.
- (k) *Bonfires; responsible party responsibilities.* The responsible party shall:
- (1) Remain in charge of the fire or keep a competent adult in charge of the fire.
  - (2) Ensure that the fire does not create a risk of fire or damage to persons or property.
  - (3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.
  - (4) Have a means of extinguishing the fire on hand at all times while the fire is burning.
  - (5) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.
- (l) *Bonfires; fuels.* Acceptable fuels are clean, dry, seasoned firewood; logs, limbs, pallets, lumber (not treated lumber), or other wood products. Small quantities of flammable or combustible liquids approved by the fire chief or designee, may be used for igniting the fire. The following listed items are not acceptable fuels and shall not be burned:
- (1) Commercial or domestic waste, trash or garbage.
  - (2) Treated lumber, construction debris.
- § 18-14 TEXARKANA CITY CODE  
CD18:10
- (3) Flammable or combustible liquids (except as specified for ignition).
  - (4) Electrical insulation, plastics, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber.
- (m) *Exception for firefighter training; generally.* Open burning may be conducted for firefighter training. Burning for firefighter training must be conducted in accordance with Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.205 "Exception for Fire Training".
- (n) *Exception for permitted burning; generally.* At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Administrative Code ch. 30, section 111.219. Outdoor burning shall only be permitted for the purpose of land development, and only when the parcel of land is equal to or greater than 5 acres in size. Outdoor burning is not allowed within the fire limits of the city.
- (o) *Outdoor burning; permit required.*
- (1) A permit shall be required prior to allowing outdoor burning.
  - (2) Before issuing a permit, the fire chief or designee shall inspect the proposed outdoor burning site and ensure compliance with applicable rules.
  - (3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this outdoor burning.
  - (4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.
  - (5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.
- (p) *Outdoor burning; responsible party responsibilities.* The responsible party shall:
- (1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.
  - (2) Ensure the fire does not create a risk of damage to person or property.
  - (3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.
  - (4) Have equipment on site to control and extinguish the fire.



- (5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.
- (6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.
- (7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.
- (8) Ensure the fire will be extinguished if the fire escapes control.
- (9) Be responsible and liable for any damages.
- (q) *Outdoor burning; fuels.* Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.
  - (1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.
  - (2) Old tires shall not be used to start fires.
- (r) *Outdoor Burning; Appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.
- (s) *Penalty for violation.* Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$2,000.00. Each day of any such violation shall be deemed to be a separate offense.

(Code 1961, § 9-13; Ord. No. 226-08, § 1, 10-27-2008)

**Sec. 18-15. Burning of garbage, petroleum products and vehicles prohibited.**

The burning of garbage in any form, or petroleum products, or automobiles or other motor vehicles or any part thereof for wrecking or salvage purposes, in or on any lot or other premises within the city is hereby prohibited.

(Code 1961, § 9-17; Ord. of 8-25-1953, § 5)

**Sec. 18-16. Fires in streets, etc., prohibited.**

It shall be unlawful for any person to light or have lighted any fire in any street, alley, thoroughfare or public property.

(Code 1961, § 9-18; Ord. of 8-25-1953, § 6)

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input checked="" type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                           |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                               |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                     |                                        |                          |                                      |
|-------------------------------------|----------------------------------------|--------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/> | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/> | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/> | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/> |                                      |

Other:

PUBLISH

**ORDINANCE NO. 2015 - 135**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, WITH CERTAIN ADDITIONS, MODIFICATIONS, AND DELETIONS TO SECTION 18-14(B), (F)(4), (K)(3), (N)-(S); OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the fire department has been issuing burning permits under administrative direction; and

**WHEREAS**, the current practice of issuing burning permits is in conflict with the Code of Ordinances section 18-14(b); and

**WHEREAS**, the City Council has expressed a desire to continue to permit certain outdoor burning within the city limits.

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

**SECTION 1:** That Section 18-14(b) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

(b) *Prohibition of open burning.* No person may cause, suffer, or allow any open burning within the city limits, except as allowed by permit, recreational fires and firefighter training as specified in this chapter.

**SECTION 2:** That Section 18-14(n) – 18-14(s) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

(n) *Exception for permitted burning; generally.* At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the “General Requirements for Allowable Outdoor Burning” as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Administrative Code ch. 30, section 111.219. Outdoor burning shall only be permitted for the purpose of land development, and only when the parcel of land is equal to or greater than 5 acres in size. Outdoor burning is not allowed within the fire limits of the city.

(o) *Outdoor burning; permit required.*

(1) A permit shall be required prior to allowing outdoor burning.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed outdoor burning site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this outdoor burning.

Attachment: 2015-135 Ordinance [Revision 2] (1408 : 2015-135 ORD Amending Code of Ordinances Sec. 18-14. Outdoor Burning)

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(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.

(p) *Outdoor burning; responsible party responsibilities.* The responsible party shall:

(1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.

(2) Ensure the fire does not create a risk of damage to person or property.

(3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.

(4) Have equipment on site to control and extinguish the fire.

(5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.

(6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.

(7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.

(8) Ensure the fire will be extinguished if the fire escapes control.

(9) Be responsible and liable for any damages.

(q) *Outdoor burning; fuels.* Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.

(1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.

(2) Old tires shall not be used to start fires.

(r) *Outdoor Burning; Appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.

(s) *Penalty for violation.* Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$2,000.00. Each day of any such violation shall be deemed to be a separate offense.

**SECTION 3:** That Section 18-14(f)(4) and 18-14(k)(3) of the Code of Ordinances of the City of Texarkana, Texas, are hereby amended in their entirety to read as follows:

(4) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.

(3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.

**SECTION 4:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.



PUBLISH

**SECTION 5:** That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 6:** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 7:** 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 25<sup>th</sup> day of January, 2016.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

## City of Texarkana, Texas

Version: C

Update Date: 11/20/2015 3:03 PM

## Briefing Sheet

**Lead Department:** City Manager **Action Officer:** John Whitson, City Manager  
**Subject:** Resolution No. 2015-137 authorizing funding for Riverbend Water Resources District.  
**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

## Item Schedule

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

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

Riverbend Water Resource District (RWRD or Riverbend) staff is reporting that the recently approved Riverbend balanced budget will not meet the district's financial needs for Fiscal Year 16. On 18 NOV 15 the RWRD Board approved a revised budget recognizing the need for additional funding in the amount of \$242,467 to meet their objectives for FY16 and suggesting to the RWRD members that the additional funding should be provided by the members based on historic water usage (consumption).

|                                              | TOTALS               | % OF TOTAL | Supplemental Budget | Monthly  | Quarterly | Semi-Annual |
|----------------------------------------------|----------------------|------------|---------------------|----------|-----------|-------------|
| Redwater, TX                                 | 97,079.950           | 2.2525%    | \$5,462             | \$455    | \$1,365   | \$2,730     |
| Nash, TX                                     | 89,831.000           | 2.0843%    | \$5,054             | \$421    | \$1,263   | \$2,526     |
| Leary, TX                                    | 17,235.770           | 0.3999%    | \$970               | \$81     | \$243     | \$486       |
| Atlanta, TX                                  | 300,929.000          | 6.9823%    | \$16,930            | \$1,411  | \$4,233   | \$8,466     |
| <b>Total Wholesale</b>                       | <b>505,075.720</b>   |            |                     |          |           |             |
| New Boston, TX                               | 346,447.050          | 8.0384%    | \$19,491            | \$1,624  | \$4,872   | \$9,744     |
| Hooks, TX                                    | 136,943.780          | 3.1774%    | \$7,704             | \$642    | \$1,926   | \$3,852     |
| DeKalb, TX                                   | 74,945.000           | 1.7389%    | \$4,216             | \$351    | \$1,053   | \$2,106     |
| Wake Village, TX                             | 166,943.000          | 3.8735%    | \$9,392             | \$783    | \$2,349   | \$4,698     |
| Maud, TX                                     | 48,573.000           | 1.1270%    | \$2,733             | \$228    | \$684     | \$1,368     |
| Avery, TX                                    | 22,686.000           | 0.5264%    | \$1,276             | \$106    | \$318     | \$636       |
| Annona, TX                                   | 7,159.418            | 0.1661%    | \$403               | \$34     | \$102     | \$204       |
| TexAmericas Center (RRAD)                    | 268,528.750          | 6.2305%    | \$15,107            | \$1,259  | \$3,777   | \$7,554     |
| <b>Total Member Cities &amp; TexAmericas</b> | <b>1,072,225.998</b> |            |                     |          |           |             |
| <b>Difference of Other TXK Production</b>    | <b>430,188.415</b>   |            |                     |          |           |             |
| Texarkana, TX                                | 2,302,392.865        |            |                     |          |           |             |
| <b>Total Texarkana</b>                       | <b>2,732,581.280</b> | 63.4027%   | \$153,731           | \$12,811 | \$38,433  | \$76,866    |
| <b>Grand Totals</b>                          | <b>4,309,882.998</b> | 100.0000%  | <b>\$242,467</b>    | \$20,206 | \$60,618  | \$121,236   |

## City of Texarkana, Texas

### Potential Options:

- Adopt Ordinance 2015-137 as presented • Amend and Adopt Ordinance 2015-137 • Deny Ordinance 2015-137

### Fiscal Implications:

The current approved budget for TWU does not include \$153,731 for additional funding to Riverbend.

### Staff Recommendation:

- Approve the budget request of \$153,731.

### Advisory Board/Committee Review:

NONE

### Board/Committee Recommendation:

On 18 NOV 15, the Riverbend Water Resources District Board approved the District's supplemental budget. The approved budget includes additional revenue from the City of Texarkana in the amount \$153,731. Total FY16 revenue from the City of Texarkana is \$277,437 (\$153,731 + \$123,706).

### Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

### Attachments

- a. 2015-137 RES Approving FY16 Funds for RWRD (DOCX)
- b. 2015-137 ATTH 01 Riverbend Supplemental Budget 20151118 (PDF)
- c. 2015-137 Goals & Perspectives (DOCX)

### Staff Coordination

|                            |                    |                        |                        |
|----------------------------|--------------------|------------------------|------------------------|
| City Manager               | John Whitson       | Department Head Review | Completed              |
|                            | 11/19/2015 3:24 PM |                        |                        |
| Water Utilities            | Jim Cornelius      | Review                 | Completed 11/19/2015   |
| 3:51 PM                    |                    |                        |                        |
| Water Utilities            | JD Phillips        | Review                 | Completed 11/19/2015   |
| 4:49 PM                    |                    |                        |                        |
| Finance Department         | Charlie Bassett    | Finance Review         | Completed 11/19/2015   |
| 4:53 PM                    |                    |                        |                        |
| Assistant City Manager     |                    | Shirley Jaster         | Assistant City Manager |
| Review                     | Completed          | 11/19/2015 5:10 PM     |                        |
| Public Information Officer |                    | Lisa Thompson          | PIO Review Completed   |
|                            | 11/19/2015 5:13 PM |                        |                        |

**City of Texarkana, Texas**

|                         |                |                               |            |
|-------------------------|----------------|-------------------------------|------------|
| City Manager<br>6:25 AM | John Whitson   | City Manager Review Completed | 11/20/2015 |
| City Council<br>6:00 PM | Vicky Coopwood | Meeting Pending               | 11/23/2015 |

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**Meeting History**



**RESOLUTION NO. 2015 - 137**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE EXPENDITURE OF WATER UTILITY FUNDS INCREASING PAYMENTS TO RIVERBEND WATER RESOURCES DISTRICT (RWRD) IN THE AMOUNT OF ONE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$153,731); AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the RWRD Board is requesting that all dues paying members of RWRD provide additional funding based on a water consumption/production basis with Texarkana's share being an additional ONE HUNDRED FIFTY-THREE THOUSAND SEVEN HUNDRED THIRTY-ONE DOLLARS (\$153,731) for a total amount of TWO HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS (\$277,437) for FY16.

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

**SECTION 1:** That Texarkana Water Utilities (TWU) and the City Manager are authorized and directed to pay the RWRD fees from existing utility appropriations.

**SECTION 2:** That TWU and the City Manager are authorized to adjust accounts across the TWU Chart of Accounts that most benefits the city's water delivery function and minimizes any negative impact on the financial posture of the city.

**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 **25<sup>th</sup>** day of **January, 2016**.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

Attachment: 2015-137 RES Approving FY16 Funds for RWRD [Revision 1] (1413 : 2015-137 RES Approving Funding for RWRD)

**REGULAR MEETING  
RIVERBEND WATER RESOURCES DISTRICT  
PUBLIC HEARING  
WEDNESDAY, November 18, 2015**

**AGENDA ITEM IV. C.**

Supplemental Budget

and

Water Consumption and Production Numbers

Attachment: 2015-137 ATTH 01 Riverbend Supplemental Budget 20151118 (1413 : 2015-137 RES Approving Funding for RWRD)

# Riverbend Consumption Summary

| FY15 Estimated Consumption (1000 Gallons)    |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
|----------------------------------------------|--|--|-------------|--|--|-------------|--|----------------------------------|-------------|--|--|-------------|--|--|-------------|--|-------------|--|--|---------------|--|---------------|--|
| Oct 14- Jun 15 (with Aug- Sept Estimated)    |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| RIVERBEND October 13, 2015                   |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
|                                              |  |  |             |  |  |             |  | Estimated based on Aug & Sept 14 |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
|                                              |  |  | OCT/<br>APR |  |  | NOV/<br>MAY |  |                                  | DEC/<br>JUN |  |  | JAN/<br>JUL |  |  | FEB/<br>AUG |  | MAR/<br>SEP |  |  | YTD           |  | % OF<br>TOTAL |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| Redwater, TX                                 |  |  | 8,609.750   |  |  | 6,016.300   |  |                                  | 7,045.650   |  |  | 7,171.700   |  |  | 7,701.600   |  | 7,928.550   |  |  | 97,079.950    |  | 2.2525%       |  |
|                                              |  |  | 7,188.050   |  |  | 5,585.250   |  |                                  | 8,647.550   |  |  | 11,654.250  |  |  | 10,097.400  |  | 9,433.900   |  |  |               |  |               |  |
| Nash, TX                                     |  |  | 8,213.000   |  |  | 6,513.000   |  |                                  | 6,934.000   |  |  | 6,730.000   |  |  | 6,299.000   |  | 6,575.000   |  |  |               |  |               |  |
|                                              |  |  | 7,490.000   |  |  | 6,026.000   |  |                                  | 8,631.000   |  |  | 9,611.000   |  |  | 8,450.000   |  | 8,359.000   |  |  | 89,831.000    |  | 2.0843%       |  |
| Atlanta, TX                                  |  |  | 28,268.000  |  |  | 22,209.000  |  |                                  | 24,349.000  |  |  | 21,905.000  |  |  | 23,420.000  |  | 22,374.000  |  |  |               |  |               |  |
|                                              |  |  | 22,825.000  |  |  | 19,632.000  |  |                                  | 25,806.000  |  |  | 29,929.000  |  |  | 32,512.000  |  | 27,700.000  |  |  | 300,929.000   |  | 6.9823%       |  |
| Leary, TX                                    |  |  | 1,356.240   |  |  | 1,065.080   |  |                                  | 1,300.910   |  |  | 1,193.450   |  |  | 1,147.400   |  | 1,476.080   |  |  |               |  |               |  |
|                                              |  |  | 1,128.150   |  |  | 989.270     |  |                                  | 1,511.850   |  |  | 1,695.800   |  |  | 3,147.050   |  | 1,224.490   |  |  | 17,235.770    |  | 0.400%        |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| Total Wholesale                              |  |  | 46,446.990  |  |  | 35,803.380  |  |                                  | 39,629.560  |  |  | 37,000.150  |  |  | 38,568.000  |  | 38,353.630  |  |  |               |  |               |  |
|                                              |  |  | 38,631.200  |  |  | 32,232.520  |  |                                  | 44,596.400  |  |  | 52,890.050  |  |  | 54,206.450  |  | 46,717.390  |  |  | 505,075.720   |  |               |  |
| New Boston, TX                               |  |  | 32,902.070  |  |  | 24,373.580  |  |                                  | 28,759.360  |  |  | 24,368.240  |  |  | 27,165.760  |  | 27,192.840  |  |  |               |  |               |  |
|                                              |  |  | 30,251.080  |  |  | 22,489.570  |  |                                  | 30,599.620  |  |  | 30,040.680  |  |  | 38,005.350  |  | 30,298.900  |  |  | 346,447.050   |  | 8.0384%       |  |
| Hooks, TX                                    |  |  | 11,836.290  |  |  | 8,607.370   |  |                                  | 8,415.520   |  |  | 6,472.730   |  |  | 8,877.770   |  | 11,268.590  |  |  |               |  |               |  |
|                                              |  |  | 14,857.700  |  |  | 10,699.600  |  |                                  | 15,551.400  |  |  | 15,317.400  |  |  | 14,821.900  |  | 10,217.510  |  |  | 136,943.780   |  | 3.1774%       |  |
| DeKalb, TX                                   |  |  | 6,757.000   |  |  | 5,013.000   |  |                                  | 5,380.000   |  |  | 5,978.000   |  |  | 6,137.000   |  | 5,976.000   |  |  |               |  |               |  |
|                                              |  |  | 6,934.000   |  |  | 5,157.000   |  |                                  | 7,289.000   |  |  | 7,223.000   |  |  | 7,161.000   |  | 5,940.000   |  |  | 74,945.000    |  | 1.7389%       |  |
| Wake Village, TX                             |  |  | 15,698.000  |  |  | 11,603.000  |  |                                  | 12,677.000  |  |  | 11,293.000  |  |  | 12,017.000  |  | 10,742.000  |  |  |               |  |               |  |
|                                              |  |  | 11,858.000  |  |  | 11,134.000  |  |                                  | 15,034.000  |  |  | 19,526.000  |  |  | 19,309.000  |  | 16,052.000  |  |  | 166,943.000   |  | 3.8735%       |  |
| Maud, TX                                     |  |  | 4,809.000   |  |  | 3,893.000   |  |                                  | 3,777.000   |  |  | 3,594.000   |  |  | 3,845.000   |  | 3,313.000   |  |  |               |  |               |  |
|                                              |  |  | 3,711.000   |  |  | 3,059.000   |  |                                  | 4,512.000   |  |  | 4,983.000   |  |  | 4,841.000   |  | 4,236.000   |  |  | 48,573.000    |  | 1.1270%       |  |
| Avery, TX                                    |  |  | 2,615.400   |  |  | 1,885.900   |  |                                  | 2,154.500   |  |  | 1,934.600   |  |  | 1,917.800   |  | 1,660.800   |  |  |               |  |               |  |
|                                              |  |  | 1,718.900   |  |  | 1,010.900   |  |                                  | 1,497.200   |  |  | 1,522.800   |  |  | 2,599.700   |  | 2,167.500   |  |  | 22,686.000    |  | 0.5264%       |  |
| Annona, TX                                   |  |  | 968.949     |  |  | 514.358     |  |                                  | 517.836     |  |  | 550.404     |  |  | 508.993     |  | 585.350     |  |  |               |  |               |  |
|                                              |  |  | 571.847     |  |  | 439.088     |  |                                  | 457.571     |  |  | 689.454     |  |  | 650.913     |  | 704.655     |  |  | 7,159.418     |  | 0.1661%       |  |
| TexAmericas Center (RRAD)                    |  |  | 23,794.700  |  |  | 19,440.150  |  |                                  | 23,231.050  |  |  | 19,699.220  |  |  | 17,045.000  |  | 20,244.950  |  |  |               |  |               |  |
|                                              |  |  | 21,238.040  |  |  | 19,374.430  |  |                                  | 23,871.260  |  |  | 27,544.770  |  |  | 25,670.880  |  | 27,374.300  |  |  | 268,528.750   |  | 6.2305%       |  |
| Total Member Cities & TexAmericas            |  |  | 99,381.409  |  |  | 75,330.358  |  |                                  | 84,912.266  |  |  | 73,890.194  |  |  | 77,514.323  |  | 80,983.530  |  |  |               |  |               |  |
|                                              |  |  | 91,140.567  |  |  | 73,363.588  |  |                                  | 98,812.051  |  |  | 106,847.104 |  |  | 113,059.743 |  | 96,990.865  |  |  | 1,072,225.998 |  |               |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| Total Wholesale, Member Cities & TexAmericas |  |  | 145,828.399 |  |  | 111,133.738 |  |                                  | 124,541.826 |  |  | 110,890.344 |  |  | 116,082.323 |  | 119,337.160 |  |  |               |  |               |  |
|                                              |  |  | 129,771.767 |  |  | 105,596.108 |  |                                  | 143,408.451 |  |  | 159,737.154 |  |  | 167,266.193 |  | 143,708.255 |  |  | 1,577,301.718 |  |               |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| Texarkana, TX*                               |  |  | 207,522.657 |  |  | 188,251.575 |  |                                  | 160,689.787 |  |  | 178,858.414 |  |  | 144,097.233 |  | 190,601.355 |  |  |               |  |               |  |
|                                              |  |  | 162,533.215 |  |  | 173,764.832 |  |                                  | 160,632.020 |  |  | 231,487.247 |  |  | 266,663.060 |  | 237,291.470 |  |  | 2,732,581.280 |  | 63.4027%      |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| Total All                                    |  |  | 353,351.056 |  |  | 299,385.313 |  |                                  | 285,231.613 |  |  | 289,748.758 |  |  | 260,179.556 |  | 309,938.515 |  |  |               |  |               |  |
|                                              |  |  | 292,304.982 |  |  | 279,360.940 |  |                                  | 304,040.471 |  |  | 391,224.401 |  |  | 433,929.253 |  | 380,999.725 |  |  | 4,309,882.998 |  | 99.9999%      |  |
|                                              |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| * See Following Page for Texarkana, TX Total |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| **Difference of Other Texarkana Production   |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |
| FOR DISCUSSION PURPOSES ONLY                 |  |  |             |  |  |             |  |                                  |             |  |  |             |  |  |             |  |             |  |  |               |  |               |  |

| City of Texarkana Production Rate* |  |                |  |
|------------------------------------|--|----------------|--|
|                                    |  |                |  |
| Texarkana, TX                      |  | 2,936,728.000  |  |
| Redwater                           |  | -97,079.950    |  |
| Nash                               |  | -89,831.000    |  |
| Leary                              |  | -17,235.770    |  |
| TOTAL                              |  | 2,732,581.280  |  |
|                                    |  | -2,302,392.865 |  |
| DIFFERENCE**                       |  | 430,188.415    |  |
|                                    |  |                |  |

## Riverbend Supplemental Budget 2015-2016

| RWRD Additional Needs Budget FY 2015-2016 |  |                                            |            |                    |
|-------------------------------------------|--|--------------------------------------------|------------|--------------------|
|                                           |  |                                            |            | Oct '15 - Sep 16   |
| <b>Ordinary Income/Expense</b>            |  |                                            |            |                    |
| <b>Income</b>                             |  |                                            |            |                    |
|                                           |  | Riverbend Fee                              |            | 190,000.00         |
|                                           |  | TexAmericas                                |            | 10,400.00          |
|                                           |  | Consulting Fees - TAC                      |            | 15,000.00          |
|                                           |  | <b>Total Income</b>                        |            | <b>215,400.00</b>  |
| <b>Expense</b>                            |  |                                            |            |                    |
|                                           |  | <b>Accounting &amp; Audit Fees</b>         |            |                    |
|                                           |  | Monthly Accounting                         | 6000.00    |                    |
|                                           |  | Audit Fees                                 | 9500.00    |                    |
|                                           |  | <b>Total Accounting &amp; Audit Fees</b>   |            | <b>15,500.00</b>   |
|                                           |  | <b>Conferences &amp; Seminars</b>          |            | <b>3,000.00</b>    |
|                                           |  | <b>Consulting</b>                          |            |                    |
|                                           |  | Cross Oak                                  | 48000.00   |                    |
|                                           |  | Larry Meyers                               | 105,000.00 |                    |
|                                           |  | <b>Total Consulting</b>                    |            | <b>153,000.00</b>  |
|                                           |  | <b>Dues &amp; Memberships</b>              |            |                    |
|                                           |  | ICMA                                       | 200.00     |                    |
|                                           |  | AWWA                                       | 196.00     |                    |
|                                           |  | Chamber of Commerce                        | 360.00     |                    |
|                                           |  | TWCA                                       | 332.75     |                    |
|                                           |  | <b>Total Dues &amp; Memberships</b>        |            | <b>1,088.75</b>    |
|                                           |  | <b>Engineering Services</b>                |            | <b>48,000.00</b>   |
|                                           |  | <b>Insurance</b>                           |            |                    |
|                                           |  | Employee Insurance                         | 8580.00    |                    |
|                                           |  | Board Directors & Officers                 | 2574.00    |                    |
|                                           |  | <b>Total Insurance</b>                     |            | <b>11,154.00</b>   |
|                                           |  | <b>Legal &amp; Professional Fees</b>       |            | <b>7,500.00</b>    |
|                                           |  | <b>Meeting Expense</b>                     |            | <b>1,500.00</b>    |
|                                           |  | <b>Office Expense &amp; Supplies</b>       |            |                    |
|                                           |  | Copying and Binding Reports                | 1050.00    |                    |
|                                           |  | Toner                                      | 105.00     |                    |
|                                           |  | Paper, business cards and other            | 645.00     |                    |
|                                           |  | <b>Total Office Expense &amp; Supplies</b> |            | <b>2,700.00</b>    |
|                                           |  | <b>Payroll Taxes</b>                       |            | <b>14,344.00</b>   |
|                                           |  | <b>Rent</b>                                |            | <b>6,600.00</b>    |
|                                           |  | <b>Salaries &amp; Wages</b>                |            |                    |
|                                           |  | CEO Salary                                 | 130000.00  |                    |
|                                           |  | COO Salary                                 | 48000.00   |                    |
|                                           |  | Car Allowance                              | 6000.00    |                    |
|                                           |  | Cellphone Allowance                        | 2400.00    |                    |
|                                           |  | <b>Total Salaries &amp; Wages</b>          |            | <b>186,400.00</b>  |
|                                           |  | <b>Telephone/Internet Service</b>          |            | <b>2,280.00</b>    |
|                                           |  | <b>Travel Expenses</b>                     |            | <b>3,000.00</b>    |
|                                           |  | <b>Web Design &amp; Maintenance</b>        |            | <b>1,800.00</b>    |
|                                           |  | <b>Total Expense</b>                       |            | <b>457,866.75</b>  |
|                                           |  | <b>Net Ordinary Income</b>                 |            | <b>-242,466.75</b> |
| Page 2                                    |  | FOR DISCUSSION PURPOSES ONLY               |            |                    |



# By Member Entity Riverbend Supplemental Budget

| Member                                              | Consumption   | % of Total Consumption | Additional Needs              | Additional Needs                   |                                 |                               |
|-----------------------------------------------------|---------------|------------------------|-------------------------------|------------------------------------|---------------------------------|-------------------------------|
|                                                     |               |                        | Year                          | 6 months                           | 3 months                        | 1 month                       |
| Redwater, TX                                        | 97,079.950    | 2.2525%                | \$5,461.57                    | \$2,730.78                         | \$1,365.39                      | \$455.13                      |
| Nash, TX                                            | 89,831.000    | 2.0843%                | \$5,053.74                    | \$2,526.87                         | \$1,263.43                      | \$421.14                      |
| Atlanta, TX                                         | 300,929.000   | 6.9823%                | \$16,929.77                   | \$8,464.89                         | \$4,232.44                      | \$1,410.81                    |
| Leary, TX                                           | 17,235.770    | 0.3999%                | \$969.63                      | \$484.81                           | \$242.41                        | \$80.80                       |
| <b>Total Wholesale</b>                              | 505,075.720   |                        |                               |                                    |                                 |                               |
| New Boston, TX                                      | 346,447.050   | 8.0384%                | \$19,490.47                   | \$9,745.23                         | \$4,872.62                      | \$1,624.20                    |
| Hooks, TX                                           | 136,943.780   | 3.1774%                | \$7,704.15                    | \$3,852.07                         | \$1,926.04                      | \$642.01                      |
| DeKalb, TX                                          | 74,945.000    | 1.7389%                | \$4,216.26                    | \$2,108.13                         | \$1,054.06                      | \$351.35                      |
| Wake Village, TX                                    | 166,943.000   | 3.8735%                | \$9,391.96                    | \$4,695.98                         | \$2,347.99                      | \$782.66                      |
| Maud, TX                                            | 48,573.000    | 1.1270%                | \$2,732.60                    | \$1,366.30                         | \$683.15                        | \$227.72                      |
| Avery, TX                                           | 22,686.000    | 0.5264%                | \$1,276.35                    | \$638.17                           | \$319.09                        | \$106.36                      |
| Annona, TX                                          | 7,159.418     | 0.1661%                | \$402.74                      | \$201.37                           | \$100.68                        | \$33.56                       |
| TexAmericas Center (RRAD)                           | 268,528.750   | 6.2305%                | \$15,106.91                   | \$7,553.45                         | \$3,776.73                      | \$1,258.90                    |
| <b>Total Member Cities &amp; TexAmericas</b>        | 1,072,225.998 |                        |                               |                                    |                                 |                               |
| <b>Total Wholesale, Member Cities &amp; TexAmer</b> | 1,577,301.718 |                        |                               |                                    |                                 |                               |
| Texarkana, TX                                       | 2,732,581.280 | 63.4027%               | \$153,730.62                  | \$76,865.31                        | \$38,432.66                     | \$12,810.83                   |
| <b>Total All</b>                                    | 4,309,882.998 | 99.9999%               | <b>Annual</b><br>\$242,467.00 | <b>Semi-Annual</b><br>\$121,233.38 | <b>Quarterly</b><br>\$60,616.69 | <b>Monthly</b><br>\$20,205.48 |

**FY15 Estimated Consumption (1000 Gallons)**  
**Oct 14- Jun 15 (with Aug- Sept Estimated)**

|                        | OCT/<br>APR            | NOV/<br>MAY            | DEC/<br>JUN            | Estimated based on Aug & Sept 14 |                        |                        | YTD        | % OF<br>TOTAL |
|------------------------|------------------------|------------------------|------------------------|----------------------------------|------------------------|------------------------|------------|---------------|
|                        |                        |                        |                        | JAN/<br>JUL                      | FEB/<br>AUG            | MAR/<br>SEP            |            |               |
| Oak Grove, TX          | 1645.280<br>1713.740   | 1603.260<br>1329.650   | 1300.910<br>1847.020   | 1419.200<br>2105.100             | 1354.660<br>2359.110   | 1877.330<br>1564.370   | 20119.630  | 0.3640%       |
| Redwater, TX           | 8609.750<br>7188.050   | 6016.300<br>5585.250   | 7045.650<br>8647.550   | 7171.700<br>11654.250            | 7701.600<br>10097.400  | 7928.550<br>9433.900   | 97079.950  | 1.7562%       |
| Central Bowie County   | 16155.880<br>14965.240 | 12375.120<br>10902.970 | 13223.660<br>19326.580 | 14320.710<br>21977.580           | 17612.250<br>24251.700 | 15573.140<br>21270.410 | 201955.240 | 3.6534%       |
| Nash, TX               | 8213.000<br>7490.000   | 6513.000<br>6026.000   | 6934.000<br>8631.000   | 6730.000<br>9611.000             | 6299.000<br>8450.000   | 6575.000<br>8359.000   | 89831.000  | 1.6251%       |
| Macedonia Eylau        | 14816.713<br>13022.996 | 12015.021<br>10768.669 | 12578.754<br>15002.753 | 12447.211<br>16557.916           | 13206.445<br>16980.243 | 12225.102<br>13884.616 | 163506.439 | 2.9579%       |
| Red River County       | 2590.880<br>2625.810   | 1952.460<br>2114.860   | 2304.430<br>3178.070   | 2389.510<br>3828.690             | 2287.600<br>2832.040   | 2376.940<br>2135.880   | 30617.170  | 0.5539%       |
| Day & Zimmerman        | 1501.600<br>902.200    | 1042.200<br>1264.500   | 1362.200<br>1158.700   | 1453.200<br>916.900              | 1146.900<br>693.100    | 1594.300<br>954.600    | 13990.400  | 0.2531%       |
| Leary, TX              | 1356.240<br>1128.150   | 1065.080<br>989.270    | 1300.910<br>1511.850   | 1193.450<br>1695.800             | 1147.400<br>3147.050   | 1476.080<br>1224.490   | 17235.770  | 0.3118%       |
| Mandeville, AR         | 2367.500<br>2643.357   | 2171.051<br>1906.832   | 2452.235<br>2176.236   | 2465.493<br>3398.507             | 2046.338<br>3203.434   | 3308.291<br>2709.812   | 30849.086  | 0.5581%       |
| Union Water            | 7931.895<br>8059.491   | 7465.815<br>7603.802   | 8721.865<br>6897.421   | 8120.807<br>10079.657            | 6600.568<br>10629.576  | 9378.783<br>8605.725   | 100095.405 | 1.8108%       |
| MCPWA                  | 4950.000<br>1055.000   | 605.000<br>845.000     | 305.000<br>670.000     | 375.000<br>1780.000              | 645.000<br>0.000       | 1655.000<br>0.000      | 12885.000  |               |
| <b>Total Wholesale</b> | 70138.738<br>60794.034 | 52824.307<br>49336.803 | 57529.614<br>69047.180 | 58086.281<br>83605.400           | 60047.761<br>82643.653 | 63968.516<br>70142.803 | 778165.090 |               |
| New Boston, TX         | 32902.070<br>30251.080 | 24373.580<br>22489.570 | 28759.360<br>30599.620 | 24368.240<br>30040.680           | 27165.760<br>38005.350 | 27192.840<br>30298.900 | 346447.050 | 6.2673%       |
| Hooks, TX              | 11836.290<br>14857.700 | 8607.370<br>10699.600  | 8415.520<br>15551.400  | 6472.730<br>15317.400            | 8877.770<br>14821.900  | 11268.590<br>10217.510 | 136943.780 | 2.4774%       |
| DeKalb, TX             | 6757.000<br>6934.000   | 5013.000<br>5157.000   | 5380.000<br>7289.000   | 5978.000<br>7223.000             | 6137.000<br>7161.000   | 5976.000<br>5940.000   | 74945.000  | 1.3558%       |
| Wake Village, TX       | 15698.000<br>11858.000 | 11603.000<br>11134.000 | 12677.000<br>15034.000 | 11293.000<br>19526.000           | 12017.000<br>19309.000 | 10742.000<br>16052.000 | 166943.000 | 3.0200%       |
| Maud, TX               | 4809.000<br>3711.000   | 3893.000<br>3059.000   | 3777.000<br>4512.000   | 3594.000<br>4983.000             | 3845.000<br>4841.000   | 3313.000<br>4236.000   | 48573.000  | 0.8787%       |
| Avery, TX              | 2615.400<br>1718.900   | 1885.900<br>1010.900   | 2154.500<br>1497.200   | 1934.600<br>1522.800             | 1917.800<br>2599.700   | 1660.800<br>2167.500   | 22686.000  | 0.4104%       |
| Annona, TX             | 968.949                | 514.358                | 517.836                | 550.404                          | 508.993                | 585.350                |            |               |

Attachment: 2015-137 ATTH 01 Riverbend Supplemental Budget 20151118 (1413 : 2015-137 RES

**FY15 Estimated Consumption (1000 Gallons)**  
**Oct 14- Jun 15 (with Aug- Sept Estimated)**

|                                                             | OCT/<br>APR                     | NOV/<br>MAY                     | DEC/<br>JUN                     | Estimated based on Aug & Sept 14 |                                 |                                 | YTD                   | % OF<br>TOTAL      |
|-------------------------------------------------------------|---------------------------------|---------------------------------|---------------------------------|----------------------------------|---------------------------------|---------------------------------|-----------------------|--------------------|
|                                                             |                                 |                                 |                                 | JAN/<br>JUL                      | FEB/<br>AUG                     | MAR/<br>SEP                     |                       |                    |
| Oak Grove, TX                                               | 1645.280<br>1713.740<br>571.847 | 1603.260<br>1329.650<br>439.088 | 1300.910<br>1847.020<br>457.571 | 1419.200<br>2105.100<br>689.454  | 1354.660<br>2359.110<br>650.913 | 1877.330<br>1564.370<br>704.655 | 20119.630<br>7159.418 | 0.3640%<br>0.1295% |
| TexAmericas Center (RRAD)                                   | 23794.700<br>21238.040          | 19440.150<br>19374.430          | 23231.050<br>23871.260          | 19699.220<br>27544.770           | 17045.000<br>25670.880          | 20244.950<br>27374.300          | 268528.750            | 4.8578%            |
| <b>Total Member Cities &amp;<br/>TexAmericas</b>            | 99381.409<br>91140.567          | 75330.358<br>73363.588          | 84912.266<br>98812.051          | 73890.194<br>106847.104          | 77514.323<br>113059.743         | 80983.530<br>96990.865          | 1072225.998           |                    |
| <b>Total Wholesale,<br/>Member Cities &amp; TexAmericas</b> | 169520.147<br>151934.601        | 128154.665<br>122700.391        | 142441.880<br>167859.231        | 131976.475<br>190452.504         | 137562.084<br>195703.396        | 144952.046<br>167133.668        | 1850391.088           |                    |
| Texarkana, AR                                               | 116476.196<br>101541.184        | 97693.760<br>107178.777         | 96815.333<br>105453.749         | 112736.111<br>143835.249         | 88654.683<br>154162.544         | 120799.599<br>129699.862        | 1375047.047           | 24.8750%           |
| Texarkana, TX                                               | 207522.657<br>162533.215        | 188251.575<br>173764.832        | 160689.787<br>160632.020        | 178858.414<br>231487.247         | 144097.233<br>266663.060        | 190601.355<br>237291.470        | 2302392.865           | 41.6509%           |
| <b>Total Texarkana</b>                                      | 323998.853<br>264074.399        | 285945.335<br>280943.609        | 257505.120<br>266085.769        | 291594.525<br>375322.496         | 232751.916<br>420825.604        | 311400.954<br>366991.332        | 3677439.912           |                    |
| <b>Total All</b>                                            | 493519.000<br>416009.000        | 414100.000<br>403644.000        | 399947.000<br>433945.000        | 423571.000<br>565775.000         | 370314.000<br>616529.000        | 456353.000<br>534125.000        | 5527831.000           | 99.7671%           |

Attachment: 2015-137 ATTH 01 Riverbend Supplemental Budget 20151118 (1413 : 2015-137 RES

**City of Texarkana, Texas**  
**Proposed Water Production Rate By City**

**9/30/2016**

| <b>Water Rate Calculation</b>                                       |                                                                |                              |                                      |                 |                |
|---------------------------------------------------------------------|----------------------------------------------------------------|------------------------------|--------------------------------------|-----------------|----------------|
| <b>ANNUAL</b>                                                       |                                                                |                              | <b>MONTHLY</b>                       |                 |                |
| <i>(in thousands)</i>                                               |                                                                |                              | <i>(in thousands)</i>                |                 |                |
| 2016 Budgeted<br>Gallons as Estimated<br>by the Water<br>Department | Budgeted Cost Total as<br>Estimated by the Water<br>Department | Estimated 2016 Water<br>Rate | Monthly Billing - Water<br>Cost Only | Monthly Gallons |                |
| New Boston                                                          | 346,447                                                        | 276,686                      | 0.7986                               | 23,057          | 28,871         |
| Hooks                                                               | 136,944                                                        | 109,368                      | 0.7986                               | 9,114           | 11,412         |
| Dekalb                                                              | 74,945                                                         | 59,854                       | 0.7986                               | 4,988           | 6,245          |
| Wake Village                                                        | 166,943                                                        | 133,327                      | 0.7986                               | 11,111          | 13,912         |
| Maud                                                                | 48,573                                                         | 38,792                       | 0.7986                               | 3,233           | 4,048          |
| Avery                                                               | 22,686                                                         | 18,118                       | 0.7986                               | 1,510           | 1,891          |
| Annona                                                              | 7,159                                                          | 5,718                        | 0.7986                               | 476             | 597            |
| <b>Total</b>                                                        | <b>803,697</b>                                                 | <b>641,863</b>               | <b>0.7986</b>                        | <b>53,489</b>   | <b>66,974</b>  |
|                                                                     |                                                                |                              |                                      |                 |                |
| Texarkana, AR                                                       | 1,518,877                                                      | 1,213,032                    | 0.7986                               | 101,086         | 126,573        |
| Texarkana, TX                                                       | 2,936,728                                                      | 2,345,382                    | 0.7986                               | 195,449         | 244,727        |
| Texarkana, TX (TexAm)                                               | 268,529                                                        | 214,457                      | 0.7986                               | 17,871          | 22,377         |
| <b>Total</b>                                                        | <b>4,724,134</b>                                               | <b>3,772,871</b>             | <b>0.7986</b>                        | <b>314,406</b>  | <b>393,678</b> |
|                                                                     |                                                                |                              |                                      |                 |                |
| <b>Total All Cities-Budgeted</b>                                    | <b>5,527,831</b>                                               | <b>4,414,734</b>             | <b>0.7986</b>                        | <b>367,895</b>  | <b>460,652</b> |

Cost is defined as water production cost of LWP and Millwood lakes.  
Gallons above are total gallons from both lakes.

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input checked="" type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input checked="" type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input checked="" type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                              |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other:



## City of Texarkana, Texas

## Briefing Sheet

Version: B

Update Date: 11/20/2015 4:12 PM

**Lead Department:** City Manager **Action Officer:** John Whitson, City Manager  
Resolution No. 2015-139 authorizing the City Manager to enter into a tri-party  
utilities agreement with TexAmericas Center and Riverbend Water Resources  
**Subject:** District.  
**Briefing:** 11/23/2015 **Public Hearing:** 12/14/2015 **Second Briefing:** **Council**  
**Vote:** 12/14/2015

## Item Schedule

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

TexAmericas Center is transferring its utilities operations to Riverbend Water Resources District. The City of Texarkana, Texas currently has water agreements with TexAmericas Center (see attachments 05-09). To complete the transfers and obtaining state approvals new agreements must be made involving the City of Texarkana, RWRD, and TexAmericas Center.

## Potential Options:

- None
- 

## Fiscal Implications:

None

## Staff Recommendation:

Approve the Resolution

## Advisory Board/Committee Review:

NONE

## Board/Committee Recommendation:

NOT APPLICABLE

## Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

## Attachments

- a. 2015-139 RES AUTHORIZING CITY MANAGER THREE PARTY WATER AGREEMENTS TAC RWRD (DOC)

### City of Texarkana, Texas

- b. 2015-139 ATTH 01 Tri-Party-Agreement-NonPotable (DOC)
- c. 2015-139 ATTH 02 TAC-TXK Water Supply Contract (DOC)
- d. 2015-139 ATTH 03 Assignment-Assumption-Novation-TXK-Water-Contract (DOC)
- e. 2015-139 ATTH 04 Tri-Party-Agreement-Regarding-CCNs (jcl rev) (DOC)
- f. 2015-139 ATTH 05 Economic Development Water System Transfer Contract 20110726 (PDF)
- g. 2015-139 ATTH 06 TAC Bill of Sale 20120709 (PDF)
- h. 2015-139 ATTH 07 Water Supply Contract TexAmericas 20110726 (PDF)
- i. 2015-139 ATTH 08 TAC ED Water System Transfer Contract Amend 20120709 (PDF)
- j. 2015-139 ATTH 09 TAC ED Water System Transfer Contract Amend 20120709 (PDF)

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#### Staff Coordination

|              |                    |                               |            |            |
|--------------|--------------------|-------------------------------|------------|------------|
| City Manager | John Whitson       | Department Head Review        | Completed  |            |
|              | 11/20/2015 3:16 PM |                               |            |            |
| City Manager | John Whitson       | City Manager Review Completed | 11/20/2015 |            |
| 3:16 PM      |                    |                               |            |            |
| City Council | Vicky Coopwood     | Meeting                       | Pending    | 11/28/2016 |
| 6:00 PM      |                    |                               |            |            |

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#### Meeting History

**RESOLUTION NO. 2015-139**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO THREE AGREEMENTS WITH TEXAMERICAS CENTER AND RIVERBEND WATER RESOURCES DISTRICT FOR ASSIGNMENT OF THE TEXAMERICAS CENTER'S WATER SUPPLY CONTRACT TO RIVERBEND, TRANSFER OF A CERTIFICATE OF CONVENIENCE AND NECESSITY TO TEXARKANA FOR PROVISION OF POTABLE WATER TO TEXAMERICAS CENTER-EAST PROPERTY, AND NON-POTABLE WATER; AUTHORIZING THE CITY MANAGER TO ENTER INTO A NEW WATER SUPPLY CONTRACT WITH TEXAMERICAS CENTER; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Texarkana, Texas (TEXARKANA) and TexAmericas Center (TAC) have previously entered into that certain Water Supply Contract on or about July 28, 2011, which was subsequently amended by execution of that certain Amendment Number One to Water Supply Contract dated July 9, 2012 (hereinafter called the "TAC Water Contract"); and

**WHEREAS**, TAC and Riverbend Water Resources District (RIVERBEND) have entered into an agreement for purchase and sale of assets and assignment and assumption of liabilities (hereinafter called the "Purchase Agreement"), which prompts TAC to secure agreement from TEXARKANA to assign all of TAC's rights, duties, and obligations arising under the TAC Water Contract to RIVERBEND; and

**WHEREAS**, in connection with the Purchase Agreement and assignment of the TAC Water Contract, TEXARKANA, TAC, and RIVERBEND submit for agreement by their respective governing bodies a tri-party assignment for the TAC Water Contract, a tri-party agreement for a transfer of a Certificates of Convenience and Necessity to TEXARKANA for provision of potable water on the TAC-EAST property, and a tri-party agreement relating to non- potable water; and

**WHEREAS**, to provide continuing water for TAC's operations, TEXARKANA and TAC submit for agreement by their respective governing bodies a new water supply contract.

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

**SECTION 1:** The City Council agrees to and approves the four agreements appended to this Resolution: Assignment, Assumption and Novation of Water Supply Contract; Tri-Party Agreement Regarding Certificates of Convenience and Necessity On TAC-East Property; Tri-Party Agreement Regarding Non-Potable Water; and Water Supply Contract (between TEXARKANA and TAC).

**SECTION 2:** The City Council authorizes the City Manager to sign and execute the agreements listed in Section 1.

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

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December 2015.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

**TRI-PARTY AGREEMENT REGARDING**  
**NON-POTABLE WATER**

This *Tri-Party Agreement Non-Potable Water* is made by and between the City of Texarkana, Texas, a municipal corporation located in Bowie County, Texas (hereinafter called "TEXARKANA"), TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as the date executed by the last party

WHEREAS, TEXARKANA, TAC & RIVERBEND have previously entered into various contracts and other agreements relating to the provision, sale and distribution of potable water on property now or previously owned by TAC, and on current and former Red River Army Depot and Lone Star Army Ammunition Plant properties now or previously owned by the United States of America (or any constituent department or agency thereof) located in Bowie County, Texas (collectively called the "Properties");

WHEREAS, the parties hereto wish to commit to writing their agreements relating to the acquisition, development, provision, sale and distribution of non-potable (also known as "raw") water for industrial and commercial purposes (hereinafter called "Raw Water") by TAC;

NOW, WHEREFORE, PREMISES CONSIDERED, NOTWITHSTANDING ANY PRIOR AGREEMENTS BETWEEN ANY OR ALL OF THEM TO THE CONTRARY, TAC, RIVERBEND, AND TEXARKANA hereby agree as follows, to-wit:

1. TAC has and shall continue to have the unrestricted right for itself and others to seek and develop sources and infrastructure for the capture, acquisition, development, transport, distribution, sale and/or supply of Raw Water for industrial and commercial purposes and uses on the Properties, and on any other properties acquired by TAC in the future;
2. All parties hereby agree that they will not:
  - a. Object to or otherwise seek to prevent or inhibit TAC from exercising any right set forth in section 1 above;
  - b. Object to or otherwise seek to prevent or inhibit TAC from selling and/or providing Raw Water for industrial and commercial purposes uses on the Properties, and on any other properties acquired by TAC in the future, including, but not limited to, exercising any exclusivity rights granted under any current or future Certificates of Convenience and Necessity;



IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; RIVERBEND as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director, and TEXARKANA, as duly authorized by its City Council, has caused this agreement to be executed by its City Manager and attested by its City Secretary.

**TEXAMERICAS CENTER****RIVERBEND WATER RESOURCES DISTRICT**

BY: \_\_\_\_\_

Scott Norton  
Executive Director & CEO

BY: \_\_\_\_\_

Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

\_\_\_\_\_  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

**THE CITY OF TEXARKANA, TEXAS**

Attest:

BY: \_\_\_\_\_

John A. Whitson ICMA-CM  
City Manager

BY: \_\_\_\_\_

Jennifer Evans  
City Secretary

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Jeffery C. Lewis  
ATCHLEY, RUSSEL, WALDROP &  
HLAVINKA, LLP  
City Attorney

## WATER SUPPLY CONTRACT

This Water Supply Contract (hereinafter, "Contract") is entered into between the City of Texarkana, Texas (hereinafter, "Texarkana") and TexAmericas Center (hereinafter, "Purchaser").

WHEREAS, Texarkana is fully empowered to enter into contracts with other governmental entities and political subdivisions for the purpose of selling water for municipal, domestic, industrial and other useful purposes permitted by law and upon such terms and for such time as the parties may agree; and

WHEREAS, Texarkana owns a municipal water treatment and supply system (hereinafter referred to as the "System") capable of providing an adequate water supply as agreed herein; and

WHEREAS, the Purchaser, a political subdivision of the State of Texas, as the political subdivision of the State of Texas responsible for the redevelopment of approximately 8,867 acres of property formerly known as the Lone Star Army Ammunition Plant, requires access to potable water for its own use for redevelopment of the property, including potable water from the TAC-East Water System purchased by Texarkana from Purchaser, and desires to enter into a contractual arrangement with Texarkana for water from said System; and

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

**1. Texarkana agrees:**

- 1.1 To ~~reserve capacity in the potable water system so as to~~ furnish the Purchaser ~~at the points of delivery hereinafter specified~~ during the term of this Contract and any renewal or extensions thereof, potable treated water as may be required by the Purchaser, ~~not to exceed [redacted] million gallons per month. Water shall be taken at a rate not to exceed [redacted] 000 gallons per hour (gph) nor shall water exceed [redacted] gallons usage on any calendar day.~~ For Purchaser's properties which do not currently have meters, meters shall be installed and paid for in accordance with existing Texarkana policies for its water customers. Texarkana shall provide water to all Purchaser locations at the rate as specified in Section 3 of this Contract. Water delivered under this Contract shall be of the same quality as that distributed by Texarkana to its other customers on this System. If in the future, a larger quantity of water is desired by the Purchaser, any improvements required shall be at the expense of the Purchaser or if such quantity of water is voluntarily available from another purchaser with reserved capacity in the drinking water system, then agreed upon capacity may be transferred to Purchaser upon completion of appropriate contract amendments that include but are not limited to changes in payment under Section 3, below.
- 1.2 To provide potable treated surface water meeting all applicable Texas and Federal regulations. Except as provided in this section, Texarkana makes no warranty, expressed or implied, regarding the quality or delivery pressure of the water, including the implied warranties of merchantability and fitness for a particular purpose. To the extent permitted

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by law, Purchaser hereby releases and discharges Texarkana from any and all fines, demands, judgments, liabilities or claims arising by reason of or in connection with the delivery of water which meets the requirements of this Section 1.2.

- 1.3 To allow the Purchaser to use existing connections to Texarkana's system to receive the quantities of water specified in this Contract. Said connections, including all monitoring, control, transmission, metering, telemetry and attendant facilities are recognized as the property of Texarkana, except all backflow prevention facilities shall remain the property and responsibility of the Purchaser. Purchaser specifically agrees to install at Purchaser's expense such additional backflow prevention devices acceptable to Texarkana and meeting any applicable Texas Commission on Environmental Quality (TCEQ) rules and regulations at the points of delivery, as may be required for additional connections to the System by Purchaser for Purchaser's own use.
- 1.4 To furnish the Purchaser, not later than the 15th day of the month following water usage, with an itemized statement of the amount of water furnished the Purchaser and the charges for such during the preceding month. The quantity of water for which Purchaser shall be billed shall be based upon the reading of the meters located at each of Purchaser's serviced premises, except under conditions set out in ¶ 1.5. The unit of measure for water delivered hereunder shall be 1000 gallons of water, U.S. Standard Liquid Measure, rounded to the nearest 100 gallons. The monthly billing statement to Purchaser shall issue from Texarkana Water Utilities.
- 1.5 To maintain and calibrate (or arrange for calibration of) its metering equipment as often as it considers necessary or such time as Purchaser may show reasonable evidence of error. Upon any test, the percentage of any inaccuracy thereof --- if found to be in excess of two percent (2%) registration thereof --- shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. In the event Purchaser has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be determined by Texarkana from the best available information, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of water by the deliveries made during preceding periods under similar conditions when the meter was registering accurately, or from pump records of Texarkana and other customers on the same supply line.
- 1.6 Upon the Purchaser's request, in an effort to ensure regulatory compliance with water quality standards, to provide the Purchaser with Texarkana's sampling, laboratory analysis and reporting data in connection with Texarkana's water treatment plant and Texarkana's transmission main up to the point of delivery.

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**2. The Purchaser agrees:**

- 2.1 For water delivered in accordance with the rates set forth in Section 3 of this Contract, to make monthly payments to Texarkana not later than thirty (30) days from the date of receipt of the invoice/billing. Purchaser's monthly payment shall be tendered to Texarkana Water Utilities.
- 2.2 That should Purchaser fail to make any payments as required under this Contract, interest on such amounts shall be due and owing to Purchaser and shall accrue at the rate determined pursuant to Section 2251.025 of the Texas Government Code from the date such payment becomes due until paid in full with interest as herein specified.
- 2.3 That while Purchaser may at any time seek additional water sources, it agrees to pay the minimum payment as provided in ¶ 2.1 and Section 3 of this Contract each month throughout the contract term.
- 2.4 That Texarkana is hereby authorized to enter onto any Purchaser's properties, whether held in fee simple or by easement, upon reasonable notice and within normal business hours, wherein there is reasonable need to operate and / or maintain Texarkana's lines and facilities located on Purchaser's properties, whether for the present system or for any mutually agreed upon future facilities (such operation and maintenance shall be provided by Texarkana on its lines and facilities up to and including the meter located at the point of delivery, except as otherwise stated).
- 2.5 That Purchaser shall at all times have the right to records and audits of all costs for water treatment and delivery, and shall have the right to discuss with Texarkana its concerns or opposition to rate increases as well as a right to appeal such increase to the City Council of Texarkana, Texas, after discussion with Texarkana's City Manager. Nothing in this section prevents the Purchaser from making appeal directly to the Texas Commission on Environmental Quality or its successor as allowed by law.

**3. Purchaser's Monthly Payment**

- 3.1 Purchaser's monthly payment shall be based upon the actual gallons used as determined by regular monthly readings of meters located at each of Purchaser's serviced premises, and any such premises subsequently added to the System by Purchaser for Purchaser's own use.
- 3.2 Purchaser's rate for water shall be either the rate calculated from the City's system production costs for water from Lake Wright Patman or the lowest corresponding rate charged by Texarkana to other municipalities or conservation and reclamation districts contracting with Texarkana, whichever is less.

**4. It is further mutually agreed between Texarkana and the Purchaser:**

Water Supply Contract

Page 3 of 9

- 4.1 *Point of Delivery.* The exact Point of Delivery of water to Purchaser shall be at meters installed by Purchaser at its various serviced properties. Purchaser's currently serviced property are more particularly described on Exhibit "A", which is attached hereto and incorporated herein for all purposes.
- 4.2 *Force Majeure.* As used herein, the term "force majeure" as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders or actions of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, breakage or accident to dams, machinery, pipelines, or canals or other structures of machinery, partial or entire failure of water supply and inability on the part of Texarkana to deliver water hereunder, or of Purchaser to receive water, on account of any other cause not reasonably within the control of the party claiming such liability.
- 4.2.1 If, for any reason of "force majeure", either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement, other than the obligation of Purchaser to make the payments required under the terms this Contract, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving such notice, so far as it is affected by such "force majeure", shall be suspended during the continuance of the inability than claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Texarkana to meet any obligation by reason of force majeure shall relieve Purchaser from its obligations to make payments required under the terms of this Contract.
- 4.2.2 No damages shall be recoverable from Texarkana by reason of the suspension of delivery of water due to any of the causes above-mentioned. If Texarkana's ability to deliver water to Purchaser is affected by any of such causes, Texarkana shall promptly notify Purchaser, in writing, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.
- 4.2.3 It is expressly recognized by Purchaser that Texarkana may be compelled to make necessary alterations, perform maintenance, make repairs or construct extensions of new or additional water transporting or treatment facilities from time to time during the life of this Contract and any suspension of delivery to Purchaser due to such operation shall not be cause for claim of damage against Texarkana provided all reasonable effort is used by Texarkana to provide Purchaser with water in accordance with this Contract. In such case Texarkana



shall give Purchaser at least forty-eight (48) hours notice or as much advance notice as may be practicable of the suspension of delivery and of the estimated duration thereof.

- 4.2.4 That this Contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and Texarkana and Purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply herewith.

~~4.2.5 That Purchaser shall not enter into any contracts for the wholesale supply or resale of potable water supplied by Texarkana to any other entity or agency, or provide wholesale service outside its territorial boundary or certificate of convenience and necessity (CCN) without first having received approval, in writing, from Texarkana, and such approval will not be unreasonably withheld. However, Purchaser may provide retail service to current and future customers located inside or outside of Purchaser's territorial boundary and to Red River Army Depot. Nothing in this section will prohibit Purchaser from exercising its full authority under the laws of the State of Texas as they currently exist or shall in the future be amended.~~

- 4.2.56 That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.

- 4.2.67 That Texarkana is not responsible or liable for delivering a greater quantity of water to all combined customers than the capacity of the distribution main at the time of the execution of this Contract.

- 4.2.78 In the event any sales or use taxes, or taxes of any similar nature are hereafter imposed upon the gathering, taking, sale, use or consumption of the water received by Purchaser under this Contract, the amount of such taxes shall be borne by Purchaser, in addition to all other charges; and whenever Texarkana shall be required to pay, collect, or remit any such taxes on water received by Purchaser, then Purchaser shall promptly reimburse Texarkana for payment of such taxes.

- 4.2.89 In the event of an extended shortage of water or the supply of water available to Texarkana is otherwise diminished over any extended period of time, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to other wholesale customers on the system is reduced or diminished.

## 5. Term and Termination

- 5.1 The initial term of this Contract shall begin on the date of Closing of the purchase and sale of Purchaser's existing wet utilities systems by Riverbend Water Resources District,

and shall run for a- term of ten (10) years. Thereafter, this Contract may be renewed or extended for such term, or terms, as may be agreed upon by Texarkana and Purchaser.

- 5.2 This Contract may also be terminated by mutual agreement of the parties.
- 5.3 This Contract may also be terminated by Purchaser upon written notice of termination to Texarkana of one year prior to the effective date of termination.
- 5.4 Subject to Section 6, below, this Contract may be terminated by one party upon breach or failure of the other party to perform any of its obligations under this Contract, such failure not being cured by the breaching party within ninety (90) days following receipt of the non-breaching party's intent to terminate the Contract.

## 6. **Dispute Resolution**

If a dispute arises between the parties relating to the rights, duties, or obligations arising out of this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any litigation. The parties may, but are not obligated to, bring into said negotiations a neutral third party, or may refer the matter to formal mediation to assist in resolving the dispute. At all times during such dispute resolution efforts, the parties shall continue to perform their respective obligations under this Contract. Jurisdiction and venue for any litigation arising out of this Contract shall be in the District Court of Bowie County, Texas.

## 7. **General Provisions**

- 7.1 *No Third Party Beneficiaries.* Nothing herein should be construed to benefit any person or entity not a signatory to this Contract.
- 7.2 *Governing Law.* This Contract shall be governed exclusively by the laws of the State of Texas.
- 7.3 *Construction.* In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 7.4 *Independent Contractors.* The parties to this Contract are independent contractors. No party shall exercise control over either the performance of any other party or the employees of any other party; and no party shall be deemed to be the agent, employee, or representative of any other party.
- 7.5 *Effective Date.* This Contract becomes effective upon the date of Closing of the purchase and sale of Purchaser's existing wet utilities systems by Riverbend Water Resources District. ~~---~~
- 7.6 *Notices.* Unless otherwise specified in this Contract, any notice required or document to be provided under this Contract shall be given by hand delivery or by U.S. Mail to the following persons:

- for Texarkana, its City Manager, 220 Texas Blvd., Texarkana, Texas 75501
- for Purchaser, its Executive Director, 107 Chapel Lane, New Boston, TX 75570

- 7.7 *Amendment.* Any amendment to this Contract must be in writing.
- 7.8 *Severability.* Should any portion of this agreement be determined or declared to be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
- 7.9 *Assignment.* This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld.
- 7.10 *Binding Effect.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7.11 *Prior Agreements.* This Agreement, together with that certain *Economic Development Water System Transfer Contract* dated effective July 28, 2011, which was subsequently amended by that certain *Amendment Number One to Economic Development Water System Transfer Contract* dated effective July 9, 2012, and that certain *Tri-Party Agreement Regarding Certificates Of Convenience And Necessity On TAC-East Property between Texarkana, Purchaser and Riverbend Water Resources District* and that certain *Tri-Party Agreement Regarding Non-Potable Water*—constitutes the entire understanding of the parties relating to the provision of water to Purchaser on Purchaser's properties located on the TAC-EAST campus.

IN WITNESS WHEREOF, Texarkana, as properly authorized by its City Council, has caused this Contract to be executed by its City Manager and attested by its City Secretary, and Purchaser, as properly authorized by its governing board, has caused this Contract to be executed by its Executive Director.

IT IS AGREED:

**Purchaser,  
TexAmericas Center**

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Scott Norton, Executive Director

Approved as to Form:

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Raymond W. Jordan  
Jordan Law Firm, L.L.P.  
Retained Legal Counsel

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Water Supply Contract

Page 8 of 9

Attachment: 2015-139 ATTH 02 TAC-TXK Water Supply Contract (1415 : 2015-139 RES Authorizing CM to Enter into Tri-Party Water Agreement

**The City of Texarkana, Texas**

Attest

\_\_\_\_\_  
John A. Whitson, ICMA-CM  
City Manager

\_\_\_\_\_  
Jennifer Evans, CAP  
City Secretary

Approved as to Form:

\_\_\_\_\_  
Jeffery C. Lewis  
City Attorney

Water Supply Contract

Page 9 of 9

Attachment: 2015-139 ATTH 02 TAC-TXK Water Supply Contract (1415 : 2015-139 RES Authorizing CM to Enter into Tri-Party Water Agreement



**Assignment, Assumption and Novation  
of Water Supply Contract**

This Assignment, Assumption and Novation of Water Supply Contract is made by and between the City of Texarkana, Texas, a municipal corporation located in Bowie County, Texas (hereinafter called "TEXARKANA"), TexAmericas Center, a political subdivision of the State of Texas (hereinafter called "TAC") and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called "RIVERBEND"), and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the "Purchase Agreement");

WHEREAS, TAC and TEXARKANA have previously entered into that certain *Water Supply Contract* on or about July 28, 2011, which was subsequently amended by execution of that certain *Amendment Number One to Water Supply Contract* dated July 9, 2012 (hereinafter called the "TAC Water Contract");

WHEREAS, from and after the effective date hereof, TAC wishes to assign all of its rights, duties, and obligations arising under the TAC Water Contract to RIVERBEND and RIVERBEND wishes to accept said assignment and assume all of TAC's rights, duties and obligations arising thereunder on or after the effective date hereof;

WHEREAS, TEXARKANA wishes to consent to the above-described assignment and assumption between TAC and RIVERBEND, and further wishes to novate and release TAC from further liability under the TAC Water Contract from and after the effective date hereof;

NOW, WHEREFORE, PREMISES CONSIDERED, TAC, RIVERBEND, AND TEXARKANA hereby agree as follows, to-wit:

- 1) TAC hereby assigns all of its rights, duties, obligations arising under the TAC Water Contract from and after the effective date hereof to RIVERBEND;
- 2) RIVERBEND hereby assumes and agrees to keep and perform all of TAC's rights, duties and obligations arising under the TAC Water Contract from and after the effective date hereof;
- 3) TEXARKANA hereby consents to the above-described assignment and assumption, and hereby novates, releases and discharges TAC from further liability under the TAC Water Contract from and after the effective date hereof. TEXARKANA shall look solely to RIVERBEND for the performance of all obligations arising thereunder from and after the effective

date hereof.

- 4) All proceeds and benefits derived from and liabilities arising under the TAC Water Contract for periods prior to the effective date hereof shall remain the responsibility of TAC and TEXARKANA, respectfully.

IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; RIVERBEND as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director, and TEXARKANA, as duly authorized by its City Council, has caused this agreement to be executed by its City Manager and attested by its City Secretary.

**TEXAMERICAS CENTER**

**RIVERBEND WATER RESOURCES  
DISTRICT**

BY: \_\_\_\_\_  
Scott Norton,  
Executive Director & CEO

BY: \_\_\_\_\_  
Executive Director

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Phillip W. Jordan  
JORDAN LAW FIRM, L.L.P.  
Retained Legal Counsel

\_\_\_\_\_  
C. David Glass  
SMITH WEBER, L.L.P.  
Retained Legal Counsel

**THE CITY OF TEXARKANA, TEXAS**

Attest:

BY: \_\_\_\_\_  
John A. Whitson ICMA-CM  
City Manager

BY: \_\_\_\_\_  
Jennifer Evans  
City Secretary

Approved as to form:

\_\_\_\_\_  
Jeffery C. Lewis  
ATCHLEY, RUSSEL, WALDROP & HLAVINKA,  
LLP  
City Attorney

**TRI-PARTY AGREEMENT REGARDING  
CERTIFICATES OF CONVENIENCE AND NECESSITY  
ON TAC-EAST PROPERTY**

This *Tri-Party Agreement Regarding Certificates Of Convenience And Necessity On Tac-East Property* is made by and between the City of Texarkana, Texas, a municipal corporation located in Bowie County, Texas (hereinafter called “TEXARKANA”), TexAmericas Center, a political subdivision of the State of Texas (hereinafter called “TAC”) and Riverbend Water Resources District, a conservation and reclamation district of the State of Texas (hereinafter called “RIVERBEND”), and is effective as of the \_\_\_\_ day of \_\_\_\_\_, 2015.

WHEREAS, TAC and Riverbend have entered into that certain *Agreement for Purchase and Sale of Assets and Assignment and Assumption of Liabilities* dated effective May 26, 2015 (hereinafter called the “Purchase Agreement”);

WHEREAS, TAC and TEXARKANA have previously entered into that certain *Economic Development Water System Transfer Contract* dated effective July 28, 2011, which was subsequently amended by that certain *Amendment Number One to Economic Development Water System Transfer Contract* dated effective July 9, 2012 (hereinafter collectively referred to as the “TAC-EAST EDC”);

WHEREAS, TAC presently holds that certain Certificate of Convenience and Necessity numbered 13210, issued by the Texas Commission on Environmental Quality, for the provision of potable water service on property owned by TAC located on the current and former Red River Army Depot and portions of the former Lone Star Army Ammunition Plant, each located in Bowie County, Texas (hereinafter called the “Water CCN”);

WHEREAS, TAC presently holds that certain Certificate of Convenience and Necessity numbered 21067, issued by the Texas Commission on Environmental Quality, for the provision of sewer utility service on property owned by TAC located on the current and former Red River Army Depot and portions of the former Lone Star Army Ammunition Plant, each located in Bowie County, Texas (hereinafter called the “Sewer CCN”) (said Water CCN and Sewer CCN are collectively referred to herein as the “CCNs”);

WHEREAS, incident to the transfers contemplated by the Purchase Agreement, TAC and RIVERBEND have filed applications to transfer the Water CCN and the Sewer CCN to RIVERBEND;

WHEREAS, pursuant to the TAC-EAST EDC, the CCN for water service on the property commonly known as TAC-East, being those portions of the former Lone Star Army Ammunition Plant now owned by TAC, should have been transferred on the

records of the Texas Commission on Environmental Quality to TEXARKANA previously, but said transfer was never completed on the record;

WHEREAS, in order to avoid unnecessary delays in the closing of the transactions contemplated by the Purchase Agreement, the parties wish to set forth their agreements regarding the Water CCN and the Sewer CCN;

NOW, WHEREFORE, PREMISES CONSIDERED, TAC, RIVERBEND, AND TEXARKANA hereby agree as follows, to-wit:

1. No party to this Agreement shall directly or indirectly file any objection to the transfer of the Water CCN or the Sewer CCN from TAC to RIVERBEND as described in the applications currently pending before the Texas Public Utility Commission, and no party shall file any request for a hearing on said applications, or otherwise seek to or take any action to prevent or delay the transfer of said CCNs to RIVERBEND;
2. Within five business days following receipt of the official notice from the Texas Public Utility Commission that the Water CCN has been transferred to RIVERBEND, RIVERBEND and TEXARKANA shall file all necessary applications to transfer or issue to TEXARKANA a Certificate of Convenience and Necessity for the provision of potable water on the TAC-East property, as contemplated by the TAC-EAST EDC, and shall pursue said transfer/assignment/granting to completion using each of their best efforts.
3. No party to this Agreement shall directly or indirectly file any objection to the applications described in the preceding section 2, or otherwise seek to prevent or take any action to prevent or delay the issuance of a water Certificate of Convenience and Necessity to TEXARKANA for the TAC-EAST property.
4. All parties shall cooperate with each other to give effect to the above-stated actions, and shall execute and deliver, as appropriate, all applications, forms, documents, and other items necessary to give effect to the provisions of this Agreement.

IN WITNESS WHEREOF, TAC, as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director and CEO; RIVERBEND as duly authorized by its board of directors, has caused this agreement to be executed by its Executive Director, and TEXARKANA, as duly authorized by its City Council, has caused this agreement to be executed by its City Manager and attested by its City Secretary.

**TEXAMERICAS CENTER**

BY: \_\_\_\_\_  
 Scott Norton  
 Executive Director & CEO

Approved as to form:

\_\_\_\_\_  
 Phillip W. Jordan  
 JORDAN LAW FIRM, L.L.P.  
 Retained Legal Counsel

**THE CITY OF TEXARKANA, TEXAS**

BY: \_\_\_\_\_  
 John A Whitson ICMA-CM  
 City Manager

Approved as to form:

\_\_\_\_\_  
 Jeffery C. Lewis  
 ATCHLEY, RUSSEL, WALDROP &  
 HLAVINKA, LLP  
 City Attorney

**RIVERBEND WATER RESOURCES DISTRICT**

BY: \_\_\_\_\_  
 Executive Director

Approved as to form:

\_\_\_\_\_  
 C. David Glass  
 SMITH WEBER, L.L.P.  
 Retained Legal Counsel

Attest:

BY: \_\_\_\_\_  
 Jennifer Evans  
 City Secretary



## ECONOMIC DEVELOPMENT WATER SYSTEM TRANSFER CONTRACT

This Contract is entered into between the City of Texarkana, Texas ("Texarkana"), and TexAmericas Center ("TAC").

### RECITALS

WHEREAS, Texarkana is a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004, and having full power of local self-government not inconsistent with the Texas Constitution, Texas general laws, or the municipal charter, and is fully empowered to enter into contracts with other governmental entities and political subdivisions for the ownership and operation of water works, water distribution, and water supply systems and for the purpose of selling water for municipal, domestic, industrial and other useful purposes permitted by law and upon such terms and for such time as the parties may agree; and

WHEREAS, TAC (formerly known as Red River Redevelopment Authority) is a special district and political subdivision of the State of Texas operating pursuant to Chapter 3503 of the Texas Special District Local Laws Code; and

WHEREAS, on or about September 30, 2010, TAC acquired from the United States of America a tract containing approximately 8,867 acres more particularly described in that certain Deed Without Warranty dated September 1, 2010 recorded in Volume 5898 at Page 1 of the Real Property Records of Bowie County, Texas (the "Property"); and

WHEREAS, as a portion of the acquisition of the above-referenced Property, TAC acquired the water distribution system for that portion of the former Lone Star Army Ammunition Plant located West of Central Avenue and located upon the Property described in the above-referenced Deed; and

WHEREAS, TAC is charged by the Texas Legislature with the responsibility and has been given the authority to redevelop the Property for the purpose of economic development and job creation; and

WHEREAS, Texarkana and TAC, through their authorized representatives, signed a "Letter of Intent" dated September 28, 2010, which addressed, among other things, the mutual intent of both parties to negotiate an agreement for a direct interconnection between Texarkana's water system and the water distribution system located upon the Property in connection with negotiating a water supply contract to assist TAC in providing competitively-priced water to its largest customer, Red River Army Depot, and to ensure that abundant supplies of water are made available to support TAC's economic development objectives and its tenants and landowners; and

WHEREAS, Texarkana and TAC are of the opinion that the economic development of the Property is of vital importance to the economic growth of the region, and that they should cooperatively work for the economic development of the Property by implementing a direct interconnection between Texarkana's water system and the water distribution system located upon the Property, in addition to Texarkana acquiring, owning, and operating the water distribution system upon the Property, and TAC developing the Property, including development of the Property's road infrastructure and wastewater treatment facilities.

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

## ARTICLE ONE WATER SYSTEM TRANSFER

- 1.1 *TAC-East Water System Transfer.* TAC agrees to transfer to Texarkana, and Texarkana agrees to accept the transfer from TAC, of the water distribution system located upon the Property consisting of all water pipes greater than 10 inches in size; all meters, pumps, valves and accessories attached thereto; and all service laterals that serve existing customers up to the point of the property line of that customer or to a meter or appurtenance that establishes the point of service to that property (the "TAC-East Water System"). Within 90 days after transfer, the parties shall prepare a system map and inventory that memorializes the final assets subject to this transfer along with the definitive easement rights thereto.
  - 1.1.1 The parties agree that the TAC-East Water System is valued at approximately \$849,702.00.
  - 1.1.2 The transfer of the TAC-East Water System shall be conveyed by TAC to Texarkana in a Bill of Sale without warranty and all parts of the system shall be transferred in their "AS IS" condition; provided, however, that Texarkana's acquisition of the "as-is" risk of the TAC-East Water System's condition shall not extend to the following:
    - (a) pre-existing environmental conditions;
    - (b) obligations of TAC to others unless expressly assigned to or otherwise assumed by Texarkana with the consent of the City Council of Texarkana; and
    - (c) the presence of functioning subsurface structures used by TAC.
  - 1.1.3 TAC shall also convey to Texarkana easements having a width of fifteen (15) feet on each side of the center line of the existing water lines, thirty (30) feet total, transferred pursuant to § 1.1 of this Contract. Texarkana agrees that it will repair to a like-kind condition any damage to roads, culverts, or other structures caused by either its access to such easements, or its repair, maintenance, or replacement

of the water lines in such easements, or adding of additional water lines located in such easements.

- 1.1.4 As part of the transfer of the TAC-East Water System, TAC shall cause to be transferred to Texarkana by assignment or other means any TAC customer accounts for those customers receiving water from the TAC-East Water System (excluding the U.S. Army / Red River Army Depot), so that such customers become Texarkana customers and Texarkana assumes responsibility for providing potable water under separate water supply contracts to such customers.
- 1.2 *Consideration and Payments.* As consideration for the conveyance of the TAC-East Water System and related facilities and as consideration for the right to use the easements and the roads within the TAC property, Texarkana agrees to the following:
  - 1.2.1 For a period of no more than twenty (20) years, or until the dissolution of TAC, or until the value of the TAC-East Water System set forth in § 1.1.1 has been paid, whichever occurs first, Texarkana shall pay to TAC \$0.03 per 1,000 gallons of water delivered by Texarkana to its customers on the TAC-East Water System (excluding the U.S. Army / Red River Army Depot).
  - 1.2.2 Payments shall be made on a quarterly basis and tendered to TAC not later than the 90th day following the quarter in which water was delivered to TAC-East Water System customers.
  - 1.2.3 TAC agrees that all monies paid by Texarkana under §1.2 and subsections shall be deposited in a separate TAC escrow or trust fund, specifically designated and used solely for economic development.
- 1.3 *True-Up.* Upon receipt and review of audited financials, the parties shall review data of water delivered to TAC-East Water System customers and calculate a true-up of payments made under §1.2 for the twelve-month period following the conveyances described in §1.1 ("Payment Year"), and for each successive Payment Year.
  - 1.3.1 If, during any Payment Year, the aggregate amount paid by Texarkana exceeds \$42,485.00 (the "ceiling aggregate"), then the overage is credited to Texarkana and applied to the following Payment Year.
  - 1.3.2 If, during any Payment Year, the aggregate amount paid by Texarkana is less than the ceiling aggregate, no further monies are due from Texarkana to TAC for that Payment Year.
  - 1.3.3 If, at any time, the total payments made by Texarkana to TAC exceed the value of the TAC-East Water System set forth in § 1.1.1, then TAC shall refund such excess to Texarkana, and Texarkana shall not owe TAC any additional payments.



1.3.4 If, at the end of the twenty-year period referenced in §1.2.1, the total payments made by Texarkana to TAC are less than the value of the TAC-East Water System set forth in § 1.1.1, then Texarkana shall not owe TAC any additional payments.

1.4 *Timing of Conveyances and Payments.* The conveyances and transfers described in §1.1 and its subsections, together with the beginning of the first twelve-month period for payments described in §1.2.1, shall coincide with the date that Texarkana begins supplying water to TAC pursuant to that certain “Water Supply Contract” between Texarkana and TAC.

## ARTICLE TWO

### WATER SUPPLY INTERCONNECT

2.1 *Water Supply Interconnect.* Subject to § 2.2, below, TAC shall construct an interconnect between the System and Texarkana’s water line adjacent to U.S. Highway 82 (the “Interconnect”). The Interconnect shall consist of the improvements identified in the attached Exhibit A estimate of construction costs (exclusive of the 250,000 elevated storage facility).

2.1.1 *Construction Cost.* The construction cost for the Interconnect shall be paid by Texarkana providing the sum of \$250,000.00 in economic development funds, and TAC providing the remainder of the construction cost from its available funds and /or a DEAAG assistance grant (the parties acknowledging that TAC requires a local match from Texarkana in order to secure a DEAAG assistance grant).

2.1.2 *Transfer of Title.* Title to the Interconnect shall be transferred to Texarkana upon the date that Texarkana begins supplying water to TAC through the Interconnect pursuant to that certain “Water Supply Contract” between Texarkana and TAC. At such time, TAC shall additionally convey to Texarkana easements for the construction and continued maintenance of the Interconnect.

2.2 *Alternative Water Supply Interconnect.* If, within sixty (60) days of signing this Contract, Texarkana has a firm commitment from Day & Zimmerman to acquire certain assets which would provide for an alternative interconnection and obviate the need for construction of the Interconnect, then § 2.1 and its subsections shall be suspended for a period not to exceed ninety (90) days from the signing of this Contract in order for Texarkana to negotiate and finalize such acquisition. However, if, within sixty (60) days of signing this Contract, Texarkana does not have a firm commitment from Day & Zimmerman to acquire certain assets which would provide for an alternative interconnection and obviate the need for construction of the Interconnect, then § 2.1 and its subsections shall be in full force and effect.

## ARTICLE THREE

### AUTHORIZATION FOR FUTURE NEGOTIATIONS

- 3.1 *TAC Central Water System Negotiations.* The parties acknowledge that in addition to the TAC-East Water System, TAC presently owns and operates a potable water production and distribution system which draws water from Caney Lake and Elliott Lake, both located upon Red River Army Depot, and a water treatment plant located at Caney Lake (the “TAC Central Water System”), which presently serves Red River Army Depot, the TexAmericas Center – Central Campus, and others. By signing this Contract, Texarkana and TAC authorize their designated representatives to explore the feasibility – and, if feasible, to begin negotiations – of Texarkana acquiring the TAC Central Water System, which would necessarily include an amendment and modification of TAC’s agreement with the Department of the Army such that the Red River Army Depot would become a direct water purchasing customer of Texarkana. TAC agrees to provide assistance to Texarkana in negotiating the terms of the amendment and/or modification of TAC’s agreement with the Department of the Army given TAC’s expertise and knowledge in operating the system and having previously negotiated amendments and changes to said contract.
- 3.2 *No Effect on Other Provisions or Water Supply Contract.* If Texarkana does not acquire the TAC Central Water System, such shall not void or invalidate Articles One, Two, and Four of this Contract, nor shall it affect the Water Supply Contract between Texarkana and TAC.

#### ARTICLE FOUR MISCELLANEOUS PROVISIONS

- 4.1 This Agreement shall be governed exclusively by the laws of the State of Texas and, where applicable, the laws of the United States of America.
- 4.2 In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 4.3 The parties to this Contract are independent contractors. No party shall exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
- 4.4 Unless otherwise specified in this agreement, any notice required or document to be provided under this agreement shall be given by hand delivery or United States Mail to the following:

City of Texarkana, Texas  
Attn: City Manager  
220 Texas Boulevard  
Texarkana, Texas 75501

TexAmericas Center  
Attn: Executive Director  
107 Chapel Lane  
New Boston, Texas 75570



- 4.5 Should any portion of this agreement be determined or declared to be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
- 4.6 This Agreement may be amended only by a written document signed by duly authorized representatives of the parties hereto.
- 4.7 This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld.
- 4.8 If a dispute arises between the parties relating to the rights, duties, or obligations arising out of this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any litigation. The parties may, but are not obligated to, bring into said negotiations a neutral third party, or may refer the matter to formal mediation to assist in resolving the dispute. Jurisdiction and venue for any litigation arising out of this agreement shall be in the District Court of Bowie County, Texas. Each party shall pay its own cost and expenses, including attorney's fees, incurred during any facet of dispute resolution prior to litigation. The prevailing party in any litigation, as determined by the Judge of the presiding court, is entitled to recover reasonable attorney's fees and court and other costs incurred in the litigation.
- 4.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4.10 This Agreement shall be effective upon the date of the last of the parties to execute the same.

**CITY OF TEXARKANA, TEXAS**

By: \_\_\_\_\_

*F. Larry Sullivan*  
 F. Larry Sullivan, Ed.D.  
 City Manager

**ATTEST:**

*Kerry Meredith*  
 Kerry Meredith, City Secretary

Date: \_\_\_\_\_

*7/28/2011*

**APPROVED AS TO FORM:**

*Jeffery C. Lewis*  
 Jo Thomason

Jeffery C. Lewis

ATCHLEY, RUSSELL, WALDROP &amp; HLAVINKA, LLP

Retained Legal Counsel

**TEXAMERICAS CENTER**

By: \_\_\_\_\_

*William V. Cork*  
 William V. Cork,  
 Executive Director/CEO

Date: \_\_\_\_\_

*7/26/11*

**APPROVED AS TO FORM:**

*Raymond W. Jordan*  
 Raymond W. Jordan,  
 JORDAN LAW FIRM, L.L.P.  
 Retained Legal Counsel

PREPARED IN THE OFFICE OF:  
**JORDAN LAW FIRM, L.L.P.**  
 #4 Woodmont Crossing  
 Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:  
 IF YOU ARE A NATURAL PERSON, YOU  
 MAY REMOVE OR STRIKE ANY OF THE  
 FOLLOWING INFORMATION FROM THIS  
 INSTRUMENT BEFORE IT IS FILED FOR  
 RECORD IN THE PUBLIC RECORDS:  
 YOUR SOCIAL SECURITY NUMBER OR  
 YOUR DRIVER'S LICENSE NUMBER

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### **BILL OF SALE**

Date: July \_\_\_\_, 2012

Seller: TexAmericas Center (formerly Red River Redevelopment Authority) acting by and through William V. Cork, its duly authorized Executive Director

Seller's Mailing Address (including county): 107 Chapel Lane  
 New Boston, Bowie County, Texas

Buyer: City of Texarkana, Texas, acting by and through F. Larry Sullivan, its duly authorized City Manager

Buyer's Mailing Address (including county): Texarkana Municipal Building  
 West 3<sup>rd</sup> and Texas Boulevard  
 Texarkana, Texas 75501

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration as more particularly set forth in that certain Economic Development Water System Transfer Contract by and between the City of Texarkana, Texas and TexAmericas Center dated July 28, 2011 as more particularly set forth in Sections 1.2 and 1.3 of said Economic Development Water System Transfer Contract.

Personal Property: The TAC-East Water System and the Water Supply Interconnect connecting the TAC-East Water System to the City of Texarkana's water line adjacent to U.S. Highway 82,

Bowie County, Texas, all as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

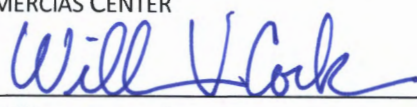
For value received, Seller sells and delivers the personal property to Buyer and warrants and agrees to defend title to the personal property to Buyer and Buyer's successors against all lawful claims, by, through, or under Seller but not otherwise.

WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE PROPERTY, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT IT WOULD CONFIRM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD ON AN "AS IS" BASIS EXCEPT THAT THE CITY OF TEXARKANA, TEXAS ACCEPTS NO RESPONSIBILITY FOR THE FOLLOWING:

- a. Preexisting environmental conditions;
- b. Obligations of TexAmericas Center to others unless expressly assigned to or otherwise assumed by the City of Texarkana, Texas, with the consent of the City Council of Texarkana, Texas; and
- c. The presence of functioning subsurface structures used by TexAmericas Center.

When the context requires, singular nouns and pronouns include the plural.

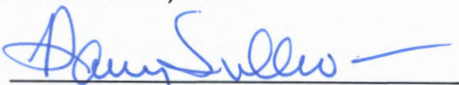
TEXAMERCAS CENTER

By: 

William V. Cork, Executive Director/CEO

ACCEPTED:

CITY OF TEXARKANA, TEXAS

By: 

Name: F. Larry Sullivan, Ed.D.

Title: City Manager

## ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 27<sup>th</sup> day of June, 2012, by William V. Cork, Executive Director/CEO of TexAmericas Center, a political subdivision of the State of Texas.



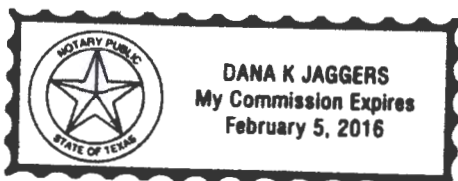
Sherri L. Smith  
Notary Public, State of Texas

## ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 12<sup>th</sup> day of July, 2012, by F. Larry Sullivan, as the City Manager of the City of Texarkana, Texas.



Dana K. Jaggers  
Notary Public, State of Texas



**EXHIBIT "A"**  
**TO**  
**BILL OF SALE**

**TEXAMERICAS CENTER TO CITY OF TEXARKANA, TEXAS**

**PERSONAL PROPERTY:**

- A. TAC-East Water System. The Water Distribution System located upon that certain tract of approximately 8,867 acres more particularly described in that certain Deed Without Warranty dated September 1, 2010, by and between the United States of America and Red River Redevelopment Authority which is recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, to the extent said system consists of water pipes 10 inches and greater in size together with all meters, pumps, valves and accessories attached thereto, and all service laterals which serve existing customers as of the date of this Bill of Sale including TexAmericas Center properties requiring water service, up to the point of service of the customers property which point of service shall be the current meter or other appurtenance establishing the demarcation between the customer's service line and the system's service lateral line. The system includes but is not limited to approximately 26,420 linear feet of 16 inch main and 27,302 linear feet of 12 inch main. The 12 inch meter station, and one 4 inch meter station, shall remain the property of TexAmericas Center. This conveyance does not include meters owned by Day and Zimmermann Lone Star, LLC which may be attached to the system.
- B. Water Supply Interconnect. The interconnecting line, including all mains, gate valves, meters, pumps, meter stations, pump stations, pump building, booster stations, ground storage tanks, and accessories attached thereto installed upon property of TexAmericas Center for the purpose of connecting the TAC-East Water System to the City of Texarkana, Texas water line which is located adjacent to U.S. Highway 82 North of the TAC-East Property, including but not limited to the itemized component parts described in Exhibit "A-1" attached hereto and incorporated herein for all purposes.
- C. Within ninety (90) days after the date of this document, the parties shall prepare a system map and inventory that memorializes the complete list of assets transferred and identifies the location of said assets.

## WATER SUPPLY CONTRACT

This Water Supply Contract (hereinafter, "Contract") is entered into between the City of Texarkana, Texas (hereinafter, "Texarkana") and TexAmericas Center (hereinafter, "Purchaser").

WHEREAS, Texarkana is fully empowered to enter into contracts with other governmental entities and political subdivisions for the purpose of selling water for municipal, domestic, industrial and other useful purposes permitted by law and upon such terms and for such time as the parties may agree; and

WHEREAS, Texarkana owns a municipal water treatment and supply system (hereinafter referred to as the "System") capable of providing an adequate water supply as agreed herein; and

WHEREAS, the Purchaser, a political subdivision of the State of Texas, has a need for such water supply and desires to enter into a contractual arrangement with Texarkana for water from said System; and

WHEREAS, Texarkana and Purchaser, through their authorized representatives, signed a "Letter of Intent" dated September 28, 2010, which addressed, among other things, the mutual intent of both parties to negotiate a water supply contract to assist Purchaser in providing competitively-priced water to its largest customer, Red River Army Depot, and to ensure that abundant supplies of water are made available to support Purchaser's economic development objectives and its tenants and landowners.

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

**1. Texarkana agrees:**

- 1.1 To reserve capacity in the System so as to furnish the Purchaser at the point of delivery hereinafter specified during the term of this Contract and any renewal or extensions thereof, potable treated water as may be required by the Purchaser to fulfill its obligation to provide water to Red River Army Depot under that certain Solicitation, Offer and Award, Contract NO DAAE32-02-D-008 dated May 14, 2002 (Army Contract) and to provide water to the retail water customers of Purchaser as of the date hereof and in the future during the term of this Agreement (the initial reserve capacity to be required by Purchaser is estimated at 300,000,000 gallons annually. Texarkana further agrees to reserve capacity in the System to be able to supply to Purchaser, if required by Red River Army Depot, an annual allocation of 25,000 acre-feet of water for Red River Army Depot's water requirements from the Texarkana, Texas, municipal water system. Water delivered under this Contract shall be of the same quality as that distributed by Texarkana to its other customers on this System. If in the future, a larger quantity of water is desired by the Purchaser, any improvements required shall be at the expense of the Purchaser or if such quantity of water is voluntarily available from another purchaser with reserved capacity in the drinking water system, then agreed upon capacity may be transferred to Purchaser upon completion of appropriate contract amendments that include but are not

limited to changes in payment under Section 3, below.

- 1.2 To provide treated surface water meeting all applicable Texas and Federal regulations, in such volumes, pressures and rates of flow that will enable Purchaser to fulfill its obligations to Red River Army Depot pursuant to the terms of the Army Contract as provided in Sections C.3.5 and C.3.5.1 of said contract.
- 1.3 To allow the Purchaser to use existing connections, with certain upgrades stated herein including backflow devices and Supervisory Control and Data Acquisition (SCADA) equipment, to Texarkana's system to receive the quantities of water specified in this Contract. Said connections, including all monitoring, control, transmission, metering, telemetry and attendant facilities are recognized as the property of Texarkana, except all backflow prevention facilities shall remain the property and responsibility of the Purchaser. Purchaser specifically agrees to install at Purchaser's expense backflow prevention devices and telemetry equipment acceptable to Texarkana and meeting any applicable Texas Commission on Environmental Quality (TCEQ) rules and regulations at the point of delivery.
- 1.4 To furnish the Purchaser, not later than the 15th day of the month following water usage, with an itemized statement of the amount of water furnished the Purchaser and the charges for such during the preceding month. The quantity of water for which Purchaser shall be billed shall be based upon the reading of the master meter of Texarkana except under conditions set out in ¶ 1.5. The unit of measure for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure, rounded to the nearest 1,000 gallons. The monthly billing statement to Purchaser shall issue from the Chief Financial Officer of Texarkana.
- 1.5 To maintain and calibrate (or arrange for calibration of) its metering equipment as often as it considers necessary or such time as Purchaser may show reasonable evidence of error. Upon any test, the percentage of any inaccuracy thereof --- if found to be in excess of two percent (2%) registration thereof --- shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. In the event Purchaser has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be determined by Texarkana from the best available information, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of water by the deliveries made during preceding periods under similar conditions when the meter was registering accurately, or from pump records of Texarkana and other customers on the same supply line.



- 1.6 Upon the Purchaser's request, in an effort to ensure regulatory compliance with water quality standards, to provide the Purchaser with Texarkana's sampling, laboratory analysis and reporting data in connection with Texarkana's water treatment plant and Texarkana's transmission main up to the point of delivery.

**2. The Purchaser agrees:**

- 2.1 For water delivered in accordance with the rates set forth in Section 3 of this Contract, to make monthly payments to Texarkana not later than thirty (30) days from the date of receipt of the invoice/billing. Purchaser's monthly payment shall be tendered to Texarkana's Chief Financial Officer.
- 2.2 That should Purchaser fail to make any payments as required under this Contract, interest on such amounts shall be due and owing to Purchaser and shall accrue at the rate determined pursuant to Section 2251.025 of the Texas Government Code from the date such payment becomes due until paid in full with interest as herein specified.
- 2.3 That while Purchaser may at any time seek additional water sources, it agrees to pay the minimum payment as provided in ¶ 2.1 and Section 3 of this Contract each month throughout the contract term.
- 2.4 That Texarkana is hereby authorized to enter onto any Purchaser's properties, whether held in fee simple or by easement, upon reasonable notice and within normal business hours, wherein there is reasonable need to operate and / or maintain Texarkana's lines and facilities located on Purchaser's properties, whether for the present system or for any mutually agreed upon future facilities (such operation and maintenance shall be provided by Texarkana on its lines and facilities up to and including the meter located at the point of delivery, except as otherwise stated).
- 2.5 That its meter shall be of the type required by Texarkana. Purchaser shall pay all costs of meter replacement at a frequency not greater than that of once every ten (10) years. Said costs shall be in addition to rates and fees as provided in ¶ 2.1 and Section 3 of this Contract
- 2.6 To fix and collect such rates and charges as required, in combination with any other funds legally available and reasonably assured of the purpose, to make possible the prompt payment of all expenses of operating and maintaining its water system and all payments as required under this Contract.
- 2.7 That control and monitoring facilities by telemetry are a necessary part of the connection facilities in the form of SCADA equipment. The Purchaser agrees to install at the point of delivery, at its sole expense, SCADA equipment approved by Texarkana. Such equipment to be compatible with Texarkana's current SCADA system.

- 2.8 That all payments to be made hereunder shall constitute “operating expenses” of its waterworks system with the effect that the obligation to make such payments from its waterworks system revenues under this Contract shall be an operating expense as defined by Chapter 1502 of the Texas Government Code.
- 2.9 That backflow devices to protect Texarkana's system are a necessary part of the connection facilities and agrees to install, test and maintain such facilities as necessary and required by state or local codes or statutes, but in no case shall maintenance and inspections be performed less than annually. Purchaser shall supply all records of such maintenance and inspections on an annual basis to Texarkana. Texarkana is hereby authorized to enter onto any of Purchaser's properties with prior notice and during normal business hours, whether held in fee simple or by easement, necessary to verify maintenance and inspection of backflow prevention. Purchaser agrees that during the term of this Contract, should the existing backflow measures be inadequate to meet the State's standards, to bring the backflow measures up to the State's standards at Purchaser's sole expense. As an alternative to backflow prevention devices, the Purchaser may install an “air gap” system at the primary intake to separate Texarkana's water supply from the Purchaser's water supply. Any “air gap” system installed by the Purchaser shall meet the approval of Texarkana.
- 2.10 That Purchaser shall at all times have the right to records and audits of all costs for water treatment and delivery, and shall have the right to discuss with Texarkana its concerns or opposition to rate increases as well as a right to appeal such increase to the City Council of Texarkana, Texas, after discussion with Texarkana's City Manager. Nothing in this section prevents the Purchaser from making appeal directly to the Texas Commission on Environmental Quality or its successor as allowed by law.

### 3. Purchaser's Monthly Payment

- 3.1 *First Year of Term.* During the first year of the Contract term, Purchaser's monthly payment shall be set at the current year's potable water rate which is established using the City's system budgeted production costs for water from Lake Wright Patman and total budgeted gallons, and shall be an averaged, fixed charge.
- 3.2 *Subsequent Years of Term.* Purchaser's monthly payment during subsequent years of the Contract term shall be determined in the following manner:
- 3.2.1 No later than August of each calendar year, the parties shall confer and compare budgeted total cost and usage to actual audited cost and usage (the “true-up” process). No later than November of each calendar year, the parties shall reach a consensus on the next year's monthly payment. To facilitate Purchaser's preparation of an annual budget, the potable water rate shall be an averaged, fixed monthly charge, computed on an annual basis.



- 3.2.2 If, during the “true-up” process, it is determined that the past year’s actual billing of the potable water rate:
- 3.2.2.1 exceeds the past year’s usage, then, the determined overage shall be calculated to the nearest rounded dollar figure, computed on an annual basis; this amount will be pro-rated and applied to each monthly billing charge for the next year as a credit.
  - 3.2.2.2 is less than the past year’s usage, then, the determined shortfall shall be calculated to the nearest rounded dollar figure computed on an annual basis; this amount will be pro-rated and applied to each monthly billing charge for the next year as an additional charge.
- 3.2.3 If, during the “true-up” process, it is calculated that the actual, audited production cost is more or less than the budgeted cost projection for the current year, then the true cost as determined annually by independent audit shall be calculated and the overage or shortfall between actual, audited production cost and budgeted cost projection shall be credited or deducted, at the case may be, in whole dollars to the purchaser.
- 3.2.4 In the event Purchaser is in arrears in performing the payment obligations owed to Texarkana under this Contract, the amount as determined in the “true-up” process shall constitute only a floor or base rate, to which Texarkana may add an additional payment to liquidate the unpaid balance due and owing to Texarkana.
- 3.2.5 Any dispute arising during the “true-up” process or in establishing a monthly payment for subsequent years of the term shall be resolved pursuant to Section 6 of this Contract. Pending the resolution of any dispute, the potable water rate payment shall remain fixed at the parties’ last agreed-upon rate.
- 3.3 In no event shall the potable water rate charged to Purchaser in any given budget cycle exceed either the rate calculated from the City’s system production costs for water from Lake Wright Patman or the lowest corresponding rate charged by Texarkana to other municipalities contracting with Texarkana, whichever is less. Notwithstanding the above, the Parties acknowledge that any overages, credits, or liquidation payments as set forth in Section 3 above shall be included in determining the potable water rate to be charged, but are separate charges or credits derived from the “true-up” process.

**4. It is further mutually agreed between Texarkana and the Purchaser:**

- 4.1 *Point of Delivery.* The exact Point of Delivery of water to Purchaser shall be at a meter to be installed by Purchaser which will become operational upon either construction of a direct interconnection between Texarkana’s water system and the Purchaser’s water distribution system, or use of another interconnection. The location of the meter shall be determined by Purchaser in consultation with Texarkana.

- 4.2 *Force Majeure.* As used herein, the term “force majeure” as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders or actions of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, breakage or accident to dams, machinery, pipelines, or canals or other structures of machinery, partial or entire failure of water supply and inability on the part of Texarkana to deliver water hereunder, or of Purchaser to receive water, on account of any other cause not reasonably within the control of the party claiming such liability.
- 4.2.1 If, for any reason of “force majeure”, either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement, other than the obligation of Purchaser to make the payments required under the terms this Contract, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving such notice, so far as it is affected by such “force majeure”, shall be suspended during the continuance of the inability than claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Texarkana to meet any obligation by reason of force majeure shall relieve Purchaser from its obligations to make payments required under the terms of this Contract.
- 4.2.2 No damages shall be recoverable from Texarkana by reason of the suspension of delivery of water due to any of the causes above-mentioned. If Texarkana's ability to deliver water to Purchaser is affected by any of such causes, Texarkana shall promptly notify Purchaser, in writing, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.
- 4.2.3 It is expressly recognized by Purchaser that Texarkana may be compelled to make necessary alterations, perform maintenance, make repairs or construct extensions of new or additional water transporting or treatment facilities from time to time during the life of this Contract and any suspension of delivery to Purchaser due to such operation shall not be cause for claim of damage against Texarkana provided all reasonable effort is used by Texarkana to provide Purchaser with water in accordance with this Contract. In such case Texarkana shall give Purchaser at least forty-eight (48) hours notice or as much advance notice as may be practicable of the suspension of delivery and of the estimated duration thereof.
- 4.2.4 That this Contract is subject to such rules, regulations, or laws as may be

applicable to similar agreements in this State and Texarkana and Purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply herewith.

- 4.2.5 That Purchaser shall not enter into any contracts for the wholesale supply or resale of water supplied by Texarkana to any other entity or agency or provide wholesale service outside its territorial boundary or certificate of convenience and necessity (CCN) without first having received approval, in writing, from Texarkana, and such approval will not be unreasonably withheld. However, Purchaser may provide retail service to current and future customers located inside or outside of Purchaser's territorial boundary and to Red River Army Depot. Nothing in this section will prohibit Purchaser from exercising its full authority under the laws of the State of Texas as they currently exist or shall in the future be amended.
- 4.2.6 That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.
- 4.2.7 That Texarkana is not responsible or liable for delivering a greater quantity of water to all combined customers than the capacity of the distribution main at the time of the execution of this Contract.
- 4.2.8 In the event any sales or use taxes, or taxes of any similar nature are hereafter imposed upon the gathering, taking, sale, use or consumption of the water received by Purchaser under this Contract, the amount of such taxes shall be borne by Purchaser, in addition to all other charges; and whenever Texarkana shall be required to pay, collect, or remit any such taxes on water received by Purchaser, then Purchaser shall promptly reimburse Texarkana for payment of such taxes.
- 4.2.9 In the event of an extended shortage of water or the supply of water available to Texarkana is otherwise diminished over any extended period of time, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to other wholesale customers on the system is reduced or diminished. It is specifically provided, however, that to the extent allowed by applicable law and subject to Texarkana's existing contractual commitments to others, Texarkana shall give priority to providing sufficient water to Purchaser to allow Purchaser to meet its obligations to Red River Army Depot as required by the Army Contract.

## 5. Term and Termination

- 5.1 The initial term of this Contract shall begin when the terms and conditions under Articles



One and Two under that certain Economic Development Water System Transfer Contract (executed concurrently with this Contract) have occurred or otherwise have been fulfilled. This Contract shall terminate on May 13, 2022, upon the termination of TAC's obligation under its existing contract with the U.S. Army / Red River Army Depot to provide potable water. Purchaser shall have the unilateral option to renew/extend the term in increments of 10 years, not to exceed a total contract term of 50 years provided that Red River Army Depot exercises its unilateral option to renew/extend the Army Contract as provide in Section C.19.3 thereof. Thereafter, this Contract may be renewed or extended for such term, or terms, as may be agreed upon by Texarkana and Purchaser.

- 5.2 This Contract may also be terminated by mutual agreement of the parties.
- 5.3 This Contract may also be terminated by Purchaser upon written notice of termination to Texarkana of one year prior to the effective date of termination.
- 5.4 Subject to Section 6, below, this Contract may be terminated by one party upon breach or failure of the other party to perform any of its obligations under this Contract, such failure not being cured by the breaching party within ninety (90) days following receipt of the non-breaching party's intent to terminate the Contract.

## 6. Dispute Resolution

If a dispute arises between the parties relating to the rights, duties, or obligations arising out of this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any litigation. The parties may, but are not obligated to, bring into said negotiations a neutral third party, or may refer the matter to formal mediation to assist in resolving the dispute. At all times during such dispute resolution efforts, the parties shall continue to perform their respective obligations under this Contract. Jurisdiction and venue for any litigation arising out of this Contract shall be in the District Court of Bowie County, Texas.

## 7. General Provisions

- 7.1 *No Third Party Beneficiaries.* Nothing herein should be construed to benefit any person or entity not a signatory to this Contract.
- 7.2 *Governing Law.* This Contract shall be governed exclusively by the laws of the State of Texas.
- 7.3 *Construction.* In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 7.4 *Independent Contractors.* The parties to this Contract are independent contractors. No party shall exercise control over either the performance of any other party or the employees of any other party; and no party shall be deemed to be the agent, employee, or

representative of any other party.

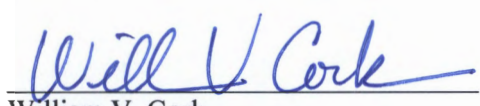
- 7.5 *Effective Date.* This Contract becomes effective upon execution by the latter of the parties to execute this Agreement; provided, however, the actual purchase and sale of water shall commence upon completion of the connection of Purchaser's System to Texarkana's System.
- 7.6 *Notices.* Unless otherwise specified in this Contract, any notice required or document to be provided under this Contract shall be given by hand delivery or by U.S. Mail to the following persons:
- for Texarkana, its City Manager, 220 Texas Blvd., Texarkana, Texas 75501
  - for Purchaser, its Executive Director, 107 Chapel Lane, New Boston, TX 75570
- 7.7 *Amendment.* Any amendment to this Contract must be in writing.
- 7.8 *Severability.* Should any portion of this agreement be determined or declared to be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
- 7.9 This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld.
- 7.10 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

IN WITNESS WHEREOF, Texarkana, as properly authorized by its City Council, has caused this Contract to be executed by its City Manager and attested by its City Secretary, and Purchaser, as properly authorized by its governing board, has caused this Contract to be executed by its Executive Director.

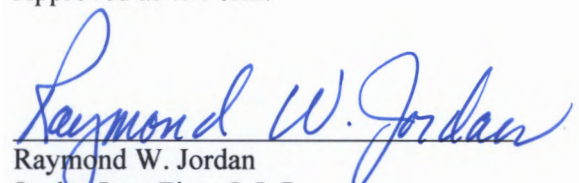


IT IS AGREED:

**Purchaser,  
TexAmericas Center**

  
William V. Cork  
Executive Director/CEO

Approved as to Form:

  
Raymond W. Jordan  
Jordan Law Firm, L.L.P.  
Retained Legal Counsel

**The City of Texarkana, Texas**

Attest

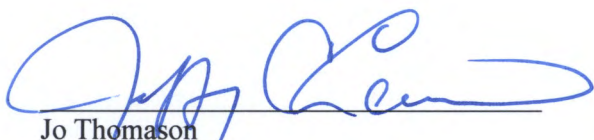


F. Larry Sullivan, Ed. D.  
City Manager



Kerry Meredith  
City Secretary

Approved as to Form:



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

**AMENDMENT NUMBER ONE  
TO  
ECONOMIC DEVELOPMENT WATER SYSTEM TRANSFER CONTRACT**

This Amendment Number One to Economic Development Water System Transfer Contract is by and between the City of Texarkana, Texas ("Texarkana"), and TexAmericas Center ("TAC") and is effective the date opposite the latter of the two parties to execute the same as indicated below.

RECITALS

**WHEREAS**, Texarkana and TAC entered into that certain Economic Development Water System Transfer Contract ("Contract") for transfer of the water supply and distribution system located upon property owned by TAC acquired from the United States of America by Deed dated September 1, 2010, recording in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas to Texarkana; and

**WHEREAS**, the parties anticipate transfer of the system within thirty (30) days after the date of this letter by Bill of Sale as provided in the Contract; and

**WHEREAS**, the parties desire to amend said Contract to incorporate new and modify existing terms as mutually agreed by the parties;

**NOW, THEREFORE**, in consideration of the premises and mutual promises, covenants, and agreements contained herein, Texarkana and TAC hereby amend the Contract as follows:

1. The Agreement is amended by adding a new subsection 1.5 to read as follows:

1.5 Transfer of Certificate of Convenience and Necessity. TAC shall transfer its Certificate of Convenience and Necessity to provide potable water to the TAC East property to Texarkana. Texarkana shall file the appropriate application for said transfer and process the same at its expense. TAC shall execute any and all documents necessary to consummate the transfer of the Certificate of Convenience and Necessity. The Assignment shall be filed within thirty (30) days after the date Texarkana begins supplying water to TAC pursuant to that certain Water Supply Contract between Texarkana and TAC.

2. The Contract is amended by adding a new Section 1.6 to read as follows:

1.6 Disconnection of the TAC-East Water System from Day & Zimmerman System. Upon transfer of the TAC-East Water System from TAC to Texarkana, and Texarkana begins supplying water to TAC pursuant to that certain Water Supply Contract, Texarkana shall

disconnect the TAC-East Water Supply System from its existing connection to the Day & Zimmerman Water System. The cost for such disconnect shall be paid by Texarkana.

3. The Contract is amended by adding a new Section 1.7 to read as follows:

1.7 Elliott Lake Water Connection. To facilitate supplying water to the U.S. Army Facilities located at Elliott Lake, TAC shall construct a new water supply line and meter for service to the Elliott Lake Facilities, which new lines shall connect to the existing 10 inch water supply line (the Maud line). Texarkana shall charge TAC, and TAC shall pay Texarkana for water delivered to the Elliott Lake Facilities at the same rate Texarkana charges TAC under the terms of that certain Water Supply Contract dated on or about July 28, 2011 reference to which is hereby made for said purpose.

4. The Contract is amended by adding a new Section 1.8 to read as follows:

1.8 Transition Issues. 120 days after the date of transfer of the TAC-East Water System, the parties shall implement a Transition Plan including but not limited to the following items:

- A. TAC shall make the first contact giving notice to existing customers of the system of the transfer of ownership of the system and the plan for final billing by TAC and initial billing by Texarkana.
- B. TAC and Texarkana shall jointly read customer meters on a specified date for purposes of determining the final billing to customers by TAC and the initiation of service to the customers by Texarkana.
- C. TAC and Texarkana shall jointly work to locate existing service lines and laterals which will be active connections to the system. The parties shall jointly work to determine the location of said lines and prepare Computer Aided Drawings of the system, which maps when completed shall be the property of Texarkana. The expense of preparing the maps shall be paid by Texarkana.

5. The Contract is amended by adding a new Section 2.3 to read as follows:

2.3. Additional Water Supply Interconnect Construction and Costs. The design of the Interconnect has been revised at the request of Texarkana to include the construction at the Interconnect pump house of a bypass line and the installation of a flow meter. TAC shall construct the bypass line after approval of the plans and specifications for the same by Texarkana. TAC shall fund the construction of the bypass line for an amount not to exceed \$15,390.00 in construction costs. Texarkana shall install and pay for the flow meter after

transfer of the system. TexAmericas Center shall credit the sum of \$5,500.00 to the amount due to TexAmericas Center from Texarkana under Section 2.2.1 of the Contract leaving a net sum due from Texarkana of \$244,500.00 payable upon transfer of the system.

6 The Contract shall remain in full force and effect as amended by this Amendment Number One.

**IN WITNESS WHEREOF**, Texarkana, as properly authorized by its City Council, has caused this Contract to be executed by its City Manager and attested by its City Secretary, and TAC, as properly authorized by its Governing Board, has caused this Contract to be executed by its Executive Director.

**CITY OF TEXARKANA, TEXAS**

By: \_\_\_\_\_

F. Larry Sullivan, Ed. D.  
City Manager

ATTEST: \_\_\_\_\_

Kerry Meredith, City Secretary

Date: \_\_\_\_\_

7-9-12

**TEXAMERICAS CENTER**

By: \_\_\_\_\_

William V. Cork,  
Executive Director/CEO

Date: \_\_\_\_\_

6/26/12

APPROVED AS TO FORM: \_\_\_\_\_

Raymond W. Jordan  
Jordan Law Firm, L.L.P.,  
Retained Legal Counsel

APPROVED AS TO FORM: \_\_\_\_\_

Jeffery C. Lewis

Atchley, Russell, Waldrop & Hlavinka, L.L.P.,  
Retained Legal Counsel



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TO  
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**CITY OF TEXARKANA, TEXAS**

By: \_\_\_\_\_

F. Larry Sullivan, Ed. D.  
City Manager

ATTEST: \_\_\_\_\_

Kerry Meredith, City Secretary

Date: \_\_\_\_\_

7-9-12

**TEXAMERICAS CENTER**

By: \_\_\_\_\_

William V. Cork,  
Executive Director/CEO

Date: \_\_\_\_\_

6/26/12

APPROVED AS TO FORM: \_\_\_\_\_

Raymond W. Jordan  
Jordan Law Firm, L.L.P.,  
Retained Legal Counsel

APPROVED AS TO FORM: \_\_\_\_\_

Jeffery C. Lewis

Atchley, Russell, Waldrop & Hlavinka, L.L.P.,  
Retained Legal Counsel

## City of Texarkana, Texas

## Briefing Sheet

Version:  
Update Date: 11/15/2015 3:12 PM

**Lead Department:** Finance Department      **Action Officer:** Charlie Bassett, CFO  
**Subject:** Resolution No. 2015-126 casting votes for candidate(s) for membership on the  
Bowie Central Appraisal District's Board of Directors to serve for the 2016-  
2017 term.  
**Briefing:** 11/23/2015      **Public Hearing:** 11/23/2015      **Second Briefing:** November 23, 2015      **Council Vote:** 11/23/2015

## Item Schedule

Schedule 3: No briefing required (one week)

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

Resolution No. 2015-107 nominating Council Member Josh Davis to serve as a director on the Bowie Central Appraisal District Board for a two year term beginning on January 1, 2016 was passed by City Council on September 28, 2015. The Official Ballot Resolution for this election was provided to the City in a letter dated October 28, 2015, by the Bowie Central Appraisal District, along with instructions from the Property Tax Code Section 6.03(k) that the City determine its vote by resolution and return the Ballot to the Chief Appraiser before December 15, 2015.

## Potential Options:

- Cast votes for nominee previously presented.
- 

## Fiscal Implications:

City's director has direct input into the BCAD budget and to the District's appraisal and tax collections operations on behalf of the City.

## Staff Recommendation:

Staff recommends approval.

## Advisory Board/Committee Review:

NONE

## Board/Committee Recommendation:

NOT APPLICABLE

## Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

## City of Texarkana, Texas

### Attachments

- a. 2015-126 RES Casting Votes on BCAD Board 2016-2017 Term for Josh Davis (DOC)
- b. 2015-126 RES ATTCH No. 01 Exhibit A (PDF)
- c. 2015-126 RES ATTCH No. 02 BCAD Instruction Letter 09.04.2015 (PDF)
- d. 2015-126 RES ATTCH No. 03 RES No. 2015-107 Nominating Josh Davis 09.28.2015 (PDF)

### Staff Coordination

|                            |                     |                        |                        |
|----------------------------|---------------------|------------------------|------------------------|
| Finance Department         | Charlie Bassett     | Department Head Review | Completed              |
|                            | 11/16/2015 2:51 PM  |                        |                        |
| Assistant City Manager     |                     | Shirley Jaster         | Assistant City Manager |
| Review                     | Completed           | 11/18/2015 10:44 AM    |                        |
| Public Information Officer |                     | Lisa Thompson          | PIO Review             |
|                            | 11/18/2015 10:44 AM |                        | Completed              |
| City Manager               | John Whitson        | City Manager Review    | Completed              |
| 3:35 PM                    |                     |                        | 11/19/2015             |
| City Council               | Vicky Coopwood      | Meeting                | Pending                |
| 6:00 PM                    |                     |                        | 11/23/2015             |

### Meeting History



**RESOLUTION NO. 2015-126**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CASTING VOTES FOR CANDIDATE(S) FOR MEMBERSHIP ON THE BOARD OF DIRECTORS OF THE BOWIE CENTRAL APPRAISAL DISTRICT TO SERVE FOR THE 2016-2017 TERM; DIRECTING THE MAYOR TO EXECUTE THE OFFICIAL BALLOT; DIRECTING THE CITY SECRETARY TO DELIVER THE OFFICIAL BALLOT TO THE CHIEF APPRAISER ON OR BEFORE DECEMBER 15, 2015; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the terms of the present members of the Board of Directors of the Bowie Central Appraisal District expire on December 31, 2015; and

**WHEREAS**, Section 6.03 of the Texas Property Tax Code permits this Council to nominate by resolution one candidate for each of the five positions to be filled on the Board of Directors of the Bowie Central Appraisal District; and

**WHEREAS**, in accordance with said statute, this Council, by Resolution No. 2015-107, on September 28, 2015, nominated Josh Davis as a candidate for membership on the Board of Directors of the Bowie Central Appraisal District to serve for the 2016-2017 term; and

**WHEREAS**, the City of Texarkana, Texas is entitled by law to cast a total of 735 cumulative votes for persons nominated to serve on the said Board.

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

**SECTION 1:** That votes be and are hereby cast by this Council for the candidate(s) for position(s) as director(s) on the Board of Directors of the Bowie Central Appraisal District, to serve for the 2016-2017 term, as shown on the Official Ballot, attached hereto as **Exhibit "A"**.

**SECTION 2:** That the votes transcribed onto the Official Ballot provided by the Chief Appraiser are to be thereafter executed by the Mayor and attested by the City Secretary.

**SECTION 3:** That a copy of the Official Ballot as executed be attached hereto as Exhibit "A" and made a part hereof by reference.

**SECTION 4:** That the City Secretary provides a duplicate original executed copy of this Resolution and the original of the executed official ballot to the Chief Appraiser on or before December 15, 2015, as required by the Texas Property Tax Code.

**SECTION 5:** 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 23<sup>rd</sup> day of November, 2015.

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

# BOWIE CAD

*Bowie Central Appraisal District*

122 Plaza West, Suite A  
Post Office Box 6527  
Texarkana, TX 75505-6527  
Phone (903) 793-8936  
Fax (903) 792-8889

710 James Bowie Dr.  
Post Office Box 967  
New Boston, TX 75570-0967  
Phone (903) 628-5493  
Fax (903) 628-2087

October 28, 2015

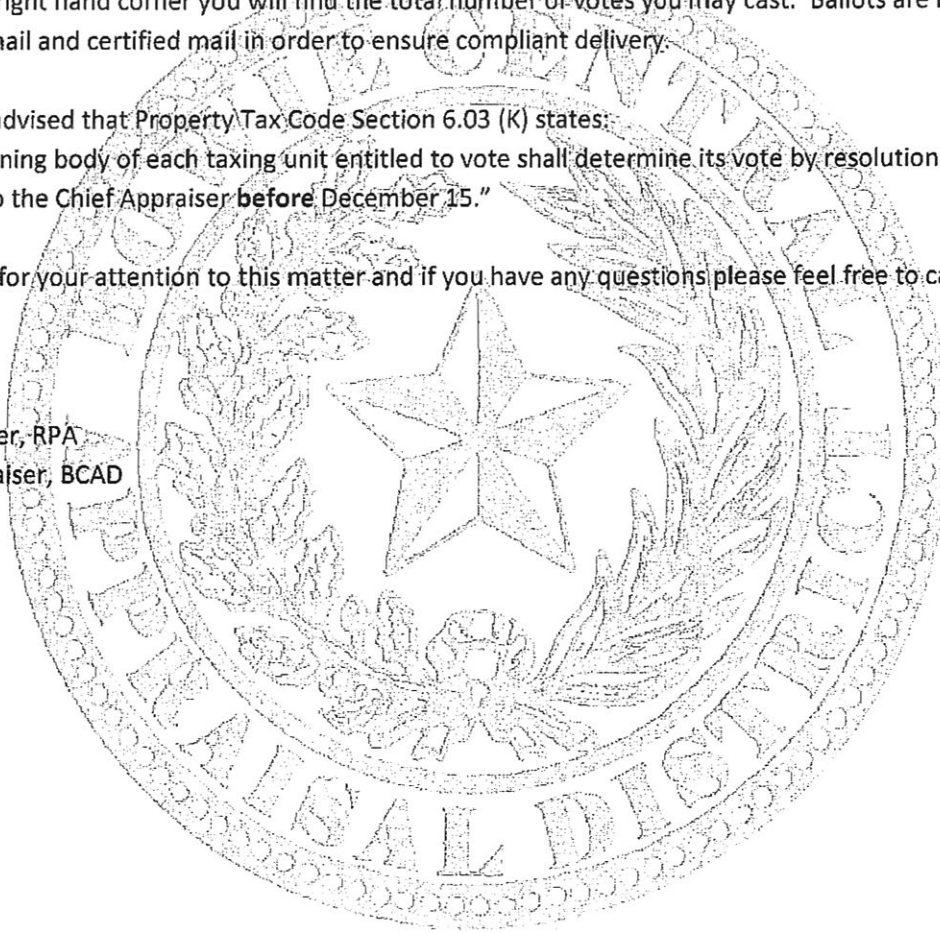
Enclosed please find ballots for the 2016-2017 Bowie Central Appraisal District Board of Directors. In the upper right hand corner you will find the total number of votes you may cast. Ballots are being sent both by email and certified mail in order to ensure compliant delivery.

Please be advised that Property Tax Code Section 6.03 (K) states:

"The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the Chief Appraiser **before** December 15."

Thank you for your attention to this matter and if you have any questions please feel free to call.

Regards,  
Mike Brower, RPA  
Chief Appraiser, BCAD



Ballot #22

Number of Votes 735

# OFFICIAL BALLOT RESOLUTION

STATE OF TEXAS

COUNTY OF BOWIE

Be it resolved that the Texarkana City cast its votes for the following nominee(s) for election to the Board of Directors for the Bowie Central Appraisal District for the 2016-2017 term:

| NOMINEE                  | NUMBER<br>OF VOTES |
|--------------------------|--------------------|
| Willie Clyde Betts _____ | _____              |
| Wanda Boyette _____      | _____              |
| Josh Davis _____         | 735                |
| Paul Miller _____        | _____              |
| David Price _____        | _____              |
| Ron Riddle _____         | _____              |
| Billy Sams _____         | _____              |
| Boyd Sartin _____        | _____              |
| Robert Sheppard _____    | _____              |

Attachment: 2015-126 RES ATTCH No. 01 Exhibit A (1400 : 2015-126 RES Casting Votes For BCAD Board)

**BOWIE CAD**

Bowie Central Appraisal District  
122 Plaza West Suite A  
Texarkana, Texas 75501  
Phone 903-793-8936  
Fax 903-792-8889

September 04, 2015

To: All Voting Taxing Units

From: Mike Brower, RPA  
Chief Appraiser  
Bowie Central Appraisal District

Re: District Directors Appointments

The County, Cities, School districts and per House Bill 359 Junior Colleges select Directors for the Appraisal district in the fall of odd-numbered years. Other special districts do not participate in the selection of Directors.

Section 6.03 of the Property Tax Code establishes the selection process for the Appraisal District Directors. This process is not an "election" governed by the Texas Election Code, but an independent procedure unique to the property tax system.

Throughout the selection process, the Code specifies dates for action by the Chief Appraiser and the voting taxing units. The number of votes allocated to a voting unit is based on the ratio of its tax levy in the preceding year to the total tax levy of all voting units.

Before October 1 of an odd-numbered year, the Chief Appraiser must notify each voting unit of the number of votes it may cast.

Each voting unit may nominate one candidate for each position to be filled and submit the names of the nominees by written resolution to the Chief Appraiser before October 15.

Before October 30, ballots listing the nominees alphabetically by each candidate's last name will be prepared and delivered to presiding officers of the governing body of each voting unit.

Each voting unit must cast its vote by written resolution and submit it to the Chief Appraiser prior to December 15. The votes will be counted and voting taxing units will be notified prior to December 31.

Enclosed herewith is a copy of the calculation of the number of votes for each taxing unit for selection of the District Board members for years 2016-2017.



BOWIE CENTRAL APPRAISAL DISTRICT  
September 4, 2015  
Vote Calculation For District Board  
Years 2016 - 2017

| JURISDICTION       | 2014 TAX LEVY    | %        | NUMBER OF VOTES |
|--------------------|------------------|----------|-----------------|
| BOWIE COUNTY       | \$21,146,379.25  | 19.671%  | 984             |
| NEW BOSTON CITY    | \$605,420.47     | 0.563%   | 28              |
| DE KALB CITY       | \$322,987.98     | 0.300%   | 15              |
| HOOKS CITY         | \$637,852.52     | 0.593%   | 29              |
| RED LICK CITY      | \$67,200.46      | 0.063%   | 3               |
| LEARY CITY         | \$6,047.76       | 0.006%   | 1               |
| MAUD CITY          | \$127,965.80     | 0.119%   | 6               |
| NASH CITY          | \$1,232,064.92   | 1.146%   | 57              |
| REDWATER CITY      | \$47,007.17      | 0.044%   | 2               |
| TEXARKANA CITY     | \$15,796,548.76  | 14.694%  | 735             |
| WAKE VILLAGE CITY  | \$892,686.94     | 0.830%   | 42              |
| MALTA ISD          | \$199,425.95     | 0.186%   | 9               |
| NEW BOSTON ISD     | \$5,690,421.38   | 5.293%   | 265             |
| DE KALB ISD        | \$2,054,545.07   | 1.911%   | 96              |
| LEARY ISD          | \$430,721.40     | 0.401%   | 20              |
| HOOKS ISD          | \$2,066,196.66   | 1.922%   | 96              |
| RED LICK ISD       | \$2,215,736.09   | 2.061%   | 103             |
| LIBERTY EYLAU ISD  | \$6,682,669.07   | 6.216%   | 311             |
| MAUD ISD           | \$701,257.09     | 0.652%   | 33              |
| PLEASANT GROVE ISD | \$12,223,387.30  | 11.370%  | 569             |
| REDWATER ISD       | \$2,719,342.53   | 2.530%   | 126             |
| SIMMS ISD          | \$1,160,760.93   | 1.080%   | 54              |
| TEXARKANA ISD      | \$24,903,882.83  | 23.166%  | 1,158           |
| HUBBARD ISD        | \$198,226.00     | 0.184%   | 9               |
| TEXARKANA COLLEGE  | \$5,373,957.50   | 4.999%   | 250             |
| TOTALS             | \$107,502,691.83 | 100.000% | 5,000           |

**RESOLUTION NO. 2015-107**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
TEXARKANA, TEXAS, NOMINATING ONE (1) OF FIVE (5)  
CANDIDATES FOR MEMBERSHIP ON THE BOARD OF  
DIRECTORS OF THE BOWIE CENTRAL APPRAISAL  
DISTRICT; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the terms of the present members of the Board of Directors of the Bowie Central Appraisal District expire on December 31, 2015; and

**WHEREAS**, Section 6.03 of the Texas Property Tax Code permits this Council to nominate by Resolution one candidate for each of the five positions to be filled on the Board of Directors of the Bowie Central Appraisal District; and

**WHEREAS**, the said statute further requires that the Mayor deliver the names of those persons nominated by this Council to the Chief Appraiser.

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

**SECTION 1:** That the following named persons be and are hereby nominated by this Council as candidates for positions as director on the Board of Directors of the Bowie Central Appraisal District, each to serve a two-year term commencing on January 1, 2016:

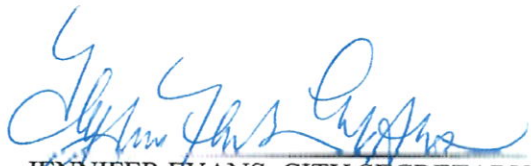
**Council Member Josh Davis**

**SECTION 2:** That the Mayor provide a duplicate original executed copy of this Resolution to the Chief Appraiser, as required by the Texas Property Code.

**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 **28<sup>th</sup>** day of **September, 2015**.

ATTEST:

  
JENNIFER EVANS, CITY SECRETARY

  
BOB BRUGGEMAN, MAYOR

6:32 p.m.

## City of Texarkana, Texas

## Briefing Sheet

Version:  
Update Date: 11/19/2015 4:03 PM

**Lead Department:** Finance Department      **Action Officer:** Charlie Bassett, CFO  
Ordinance No. 2015-127 amending the fiscal year 2015 General Fund budget to  
appropriate expenditures for the purchase of Motorola radio equipment in an  
amount not to exceed ONE MILLION ONE HUNDRED TWENTY  
THOUSAND ONE HUNDRED FIFTY-FOUR AND 32/100 DOLLARS  
**Subject:** (\$1,120,154.32).

**Briefing:** 11/23/2015    **Public Hearing:** 11/23/2015    **Second Briefing:** November 23, 2015    **Council Vote:** 11/23/2015

## Item Schedule

Schedule 3: No briefing required (one week)

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

Negotiations have been ongoing for several months on an agreement with Motorola Solutions Inc., to purchase and install public safety communications equipment that will replace equipment currently in place that is beyond the end of its useful life. Resolution No. 2015-072, which was approved on August 24, 2015, authorized the City Manager to enter into such an agreement, which was executed on September 24, 2015. The original amount approved by City Council was \$1,150,000.00 for equipment purchase and installation, and \$480,000 per year in a 10 year maintenance package. An agreement was executed with Motorola Solutions Inc., on September 24, 2015, in the amount of \$1,120,154.32. During the negotiation period, the City put out bids for local bank financing for the transaction. Bids received were then compared to financing offered by Motorola, and to a potential bond issue. Resolution No. 2015-097 was approved on September 14, 2015, which authorized the City Manager to execute a financing agreement with Regions Bank in an amount not to exceed \$1,197,468.28 to cover total principal, interest, and other related costs of financing. An agreement was executed on November 20, 2015 to finance this purchase over a period of 7 years, at a fixed interest rate of 1.8991% . Due to the timing of this transaction an appropriation to purchase and install the equipment was not included in the FY 2015 budget as originally adopted. This ordinance provides for that appropriation, which will be funded by a lease-purchase agreement with Regions Bank.

## Potential Options:

- Appropriate purchase funds.
- Deny appropriation and void the transactions with Motorola and Regions Bank.

## Fiscal Implications:

Additional expenditures required for this transaction will be funded by revenue from the financing agreement, except for miscellaneous costs of financing of \$325.00 and interest expense to be paid over the 7 year life of the financing agreement in the amount of \$76,988.96. The first year monthly

## City of Texarkana, Texas

payments on the financing agreement and costs related to the agreement have been appropriated in the fiscal year 2016 budget in the Debt Service Fund.

**Staff Recommendation:**

Staff recommends approval.

**Advisory Board/Committee Review:**

NONE

**Board/Committee Recommendation:**

NOT APPLICABLE

**Advisory Board/Committee Meeting Date and Minutes:**

NOT APPLICABLE

**Attachments**

- a. 2015-127 ORD Amending FY 2015 Budget for Public Safety Communications Equipment (DOCX)
- b. 2015-127 ORD ATTCH No. 01 Copy of RES No. 2015-072 (PDF)
- c. 2015-127 ORD ATTCH No. 02 Motorola Communications System Purchase Agreement (PDF)
- d. 2015-127 ORD ATTCH No. 03 Copy of Resolution No. 2015-097 Financing with Regions Bank (PDF)
- e. 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (PDF)
- f. 2015-127 ATTCH No. 05 Exhibit A Schedule of Budget Amendments FY 2015 (PDF)

**Staff Coordination**

|                            |                    |                        |                        |            |
|----------------------------|--------------------|------------------------|------------------------|------------|
| Finance Department         | Charlie Bassett    | Department Head Review | Completed              |            |
|                            | 11/19/2015 2:06 PM |                        |                        |            |
| Purchasing and Contracting |                    | Sharon Moore           | Purchasing Review      |            |
|                            | Completed          | 11/19/2015 1:42 PM     |                        |            |
| Finance Department         | Kristin Peebles    | Finance Review         | Completed              | 11/19/2015 |
| 3:55 PM                    |                    |                        |                        |            |
| Finance Department         | Charlie Bassett    | Finance Review         | Completed              | 11/19/2015 |
| 3:59 PM                    |                    |                        |                        |            |
| Assistant City Manager     |                    | Shirley Jaster         | Assistant City Manager |            |
| Review                     | Completed          | 11/19/2015 4:09 PM     |                        |            |
| Public Information Officer |                    | Lisa Thompson          | PIO Review             | Completed  |
|                            | 11/19/2015 4:12 PM |                        |                        |            |
| City Manager               | John Whitson       | City Manager Review    | Completed              | 11/19/2015 |
| 4:25 PM                    |                    |                        |                        |            |
| City Council               | Vicky Coopwood     | Meeting                | Pending                | 11/23/2015 |
| 6:00 PM                    |                    |                        |                        |            |

City of Texarkana, Texas

Meeting History



# **ORDINANCE NO. 2015-127**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015 IN AN AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED TWENTY THOUSAND ONE HUNDRED FIFTY-FOUR AND 32/100 DOLLARS (\$1,120,154.32) FOR COSTS ASSOCIATED WITH THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, TO BE FUNDED BY THE PROCEEDS OF A LEASE-PURCHASE AGREEMENT WITH REGIONS BANK; 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.**

**WHEREAS**, the City Council previously authorized the City Manager in Resolution No. 2015-072 to negotiate an agreement with Motorola Solutions for the purchase and installation of public safety communications equipment, in an amount not to exceed ONE MILLION ONE HUNDRED TWENTY THOUSAND ONE HUNDRED FIFTY-FOUR and 32/100 DOLLARS (\$1,120,154.32); and

**WHEREAS**, an agreement with Motorola Solutions, Inc., was executed on September 24, 2015; and

**WHEREAS**, the City Council previously authorized the City Manager in Resolution No. 2015-097 to execute a financing agreement with Regions Bank to fund the purchase and installation of public safety communications equipment, in an amount not to exceed ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-EIGHT and 32/100 DOLLARS (\$1,197,468.32), including principal payment, interest payments, and all related costs, and

**WHEREAS**, an agreement with Regions Bank was executed on November 20, 2015.

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

**SECTION 1:** That the budget estimate of the expenditures 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 as reflected in the attached “Exhibit A”.

**SECTION 2:** That a copy of said amended final adopted budget shall be 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, the budget officer shall provide for the filing of a true copy of the approved budget or amendment on the City's website.

**PASSED AND APPROVED** in Regular Council Session on this the **23<sup>rd</sup> day of November, 2015.**

ATTEST:

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JENNIFER EVANS, CITY SECRETARY

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BOB BRUGGEMAN, MAYOR

**RESOLUTION NO. 2015-072**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT WITH MOTOROLA SOLUTIONS THROUGH AN INTERLOCAL AGREEMENT WITH HOUSTON-GALVESTON AREA COUNCIL FOR THE PURCHASE AND INSTALLATION OF PUBLIC SAFETY COMMUNICATIONS EQUIPMENT UTILIZING THE TEXAS DEPARTMENT OF PUBLIC SAFETY STATEWIDE SYSTEM IN A TOTAL AMOUNT NOT TO EXCEED ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000); AUTHORIZING THE CITY MANAGER TO ENTER INTO A TEN-YEAR MAINTENANCE AGREEMENT WITH MOTOROLA SOLUTIONS FOR THE PURCHASED EQUIPMENT NOT TO EXCEED FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000); AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Texarkana, Texas, recognizes that the current public safety radio system has exceeded its end of life cycle, that parts and future support are nearly nonexistent, and that replacement of the system is critical; and

**WHEREAS**, ensuring the reliability of the public safety radio system is an absolute necessity and in the best interest of the safety, health and welfare of the citizens; and

**WHEREAS**, the City of Texarkana, Texas, has been granted access to the Texas Department of Public Safety statewide radio system contingent upon securing permissions to establish and maintain fiber optic connectivity and installation of local infrastructure; and

**WHEREAS**, the infrastructure and software of the public safety radio system must be maintained and kept current through a maintenance agreement with the vendor; and

**WHEREAS**, equipment to replace the current public safety radio system is available at a substantial savings through the City's membership in the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program, with Texas law authorizing the City to participate in cooperative purchasing program contracts; and

**WHEREAS**, Motorola Solutions through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program has submitted a price for this system not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000); and

**WHEREAS**, Motorola Solutions has submitted a ten-year maintenance agreement package in an amount not to exceed FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000) in the aggregate over the ten-year term; and

**WHEREAS**, the system will be purchased through either a lease/purchase agreement with Motorola Solutions or other purchase or financing options available to the City.

**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 from Motorola Solutions through the Houston-Galveston Area Council (HGAC) Cooperative Purchasing Program in an amount not to exceed ONE MILLION ONE HUNDRED FIFTY THOUSAND DOLLARS (\$1,150,000). The City Manager be and is hereby authorized to sign and execute agreements to make this purchase either through a lease/purchase agreement with Motorola Solutions or other purchase or financing options available to the City.

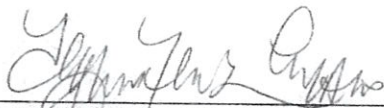
**SECTION 2:** The City Council approves entering into a ten-year maintenance agreement with Motorola Solutions in an amount not to exceed FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000) in the aggregate over the ten-year term.

**SECTION 3:** The City Manager is also authorized to enter into agreements for necessary permissions and infrastructure to establish and maintain fiber optic connectivity between the City's system and the Texas Department of Public Safety statewide radio system.

**SECTION 4:** 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 24<sup>th</sup> day of August, 2015.

ATTEST:

  
JENNIFER EVANS, CITY SECRETARY

  
BOB BRUGGEMAN, MAYOR

6:21 p.m.



## Communications System Purchase Agreement

This Communications System Purchase Agreement ("Agreement") is made and entered into by and between Motorola Solutions, Inc., a Delaware corporation duly authorized to conduct business in the State of Texas ("Motorola" or "Seller") and the City of Texarkana, Texas, a home-rule municipality under the Constitution and laws of the State of Texas ("City").

WHEREAS, the City desires to purchase a Communications System, and Motorola desires to sell a Communications System to City; and

WHEREAS, Houston-Galveston Area Council ("H-GAC"), acting as the agent for various local governmental entities who are "End Users" under interlocal agreements (including City) has, in accordance with the competitive procurement procedures of Texas law, solicited proposals for radio communications equipment and conducted discussions with Motorola concerning its proposal; and

WHEREAS, H-GAC and Motorola entered into that certain Contract dated as of May 1, 2015 (the "H-GAC Contract") identified as RA05-15, which provided that End Users may purchase radio communications equipment from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6 of the H-GAC Contract, Motorola and City now wish to enter into this Communications System Purchase Agreement to delineate the specific terms of the purchase by City of a radio communications system from Motorola.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

### I. Scope of Agreement

- A. This Agreement consists of this 23-page "main body" and the attached exhibits listed below, which are incorporated into and made a part of the Agreement. In interpreting the Agreement and resolving any conflicts or ambiguities, this main body of the Agreement takes precedence over the exhibits.

Exhibit A      Motorola/H-GAC Radio Communications Equipment & Systems Agreement dated May 1, 2015

Exhibit B      Software License

Exhibit C      Technical and Implementation Documents

C-1      "System Description" dated July 29, 2015  
[pages 1-1 – 1-20]

C-2      "Statement of Work" dated July 29, 2015  
[pages 2-1 – 2-27]



- C-3 "Warranty and Maintenance Plan" dated July 29, 2015  
[pages 3-1 – 3-8]
- C-4 Equipment List/Pricing Summary dated July 29, 2015  
[pages 4-3 – 4-20]
- C-5 "Acceptance Test Plan" or "ATP" dated August 28, 2015  
[pages 3-4 – 3-32]
- C-6 "Performance Schedule"
- C-7 Post Warranty and Life Cycle Services Pricing dated August 24, 2015
- C-8 SUA-II Statement of Work dated September 22, 2015 [9 pages]
- Exhibit D "System Acceptance Certificate" (blank form)
- Exhibit E "Milestone Acceptance Form" (blank form)
- Exhibit F "Final Project Acceptance Certificate" (blank form)
- B. In accordance with Exhibit C, Motorola shall furnish all of the Equipment and Software and provide the tools, supplies, labor and supervision necessary for the installation of the items purchased.
- C. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance services for the Equipment and support for the Motorola Software as set forth in Table 3-3 of Exhibit C-3 pursuant to the terms of this Agreement and as described in Section 3.2 of Exhibit C-3.
- D. For three (3) years after the Effective Date, Motorola shall offer additional equipment, software, and services to City at H-GAC pricing as of the Effective Date of this Agreement. Alternatively, City may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

## II. Definitions

- A. "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- B. "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box

level. City's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

- C. "Beneficial Use" means when the City first uses the System or a Subsystem for operational purposes (excluding training or testing).
- D. "City" means the City of Texarkana, Texas, also identified in this Agreement as Customer, Purchaser, and Licensee.
- E. "Designated Products" means products provided by Motorola to City with which or for which the Software and Documentation is licensed for use.
- F. "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- G. "Effective Date" means that date upon which the last party executes this Agreement.
- H. "Equipment" means the equipment that City purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List. Equipment includes Subscriber Units.
- I. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., "acts of God" as recognized by law; an act of the public enemy; an act of a government entity; acts of war; compliance with laws or regulations; strikes or other labor disturbances; hurricanes; earthquakes; fires; floods; epidemics; embargoes; war; and riots).
- J. "Motorola Software" means Software that Motorola or its affiliated company owns.
- K. "Non-Motorola Software" means Software that another party owns.
- L. "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- M. "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- N. "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- O. "Services" means those installation, maintenance, support, training, and other services described in this Agreement, including "SUA II Services" as described in Exhibit C-8.

Unless specifically included in Exhibit C, the following are excluded from the definition of "Services": items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler; and repair or replacement of defective or damaged Equipment solely caused by accident, neglect, power surges, excessive wear and tear, force majeure events, or use not in compliance with applicable industry standards.

- P. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.
- Q. "Specifications" means the functionality and performance requirements that are described in Exhibit C.
- R. "Subscriber Units" refers to the portable and mobile radios provided under this Agreement and described in Exhibit C-2.
- S. "Subsystem" means a major part of the System that performs specific functions or operations, as described in Exhibit C.
- T. "System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in Exhibit C.
- U. "System Acceptance" is defined in Section IV.C of this Agreement.
- V. "Warranty Period" is defined in Section X of this Agreement.

### III. Period of Performance

- A. Motorola projects that it will be able to obtain final acceptance and completion of the Acceptance Test Plan within the times listed in the Performance Schedule specified in Exhibit C-6. Motorola shall provide City with a more detailed timeline after the design review and kick-off meeting.
- B. Whenever Motorola knows or reasonably should know that any actual or potential condition due to circumstances beyond its control is delaying or threatens to delay the timely performance of the work, Motorola shall within thirty (30) days give City notice thereof. Motorola may submit to City a written request for an extension of time to perform the work based on the delay. An extension shall only be granted by a change order under Section III.D. City shall provide Motorola with prompt notice of any events/conditions actually known to City that may delay the timely performance of the



work, provided such events/conditions are within the sole and reasonable control of City and are not or should not already be known to Motorola.

- C. All equipment and materials necessary for Motorola to perform its mutual promises and covenants contained in this Agreement shall be shipped F.O.B. Destination. Motorola reserves the right to make deliveries in installments and the Agreement shall be severable as to such installments.
- D. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither party is obligated to perform requested changes unless both parties execute a written change order.

#### IV. Acceptance Criteria

- A. *Acceptance Testing.* Motorola shall notify City when the Communications System is ready for acceptance testing. Motorola and City agree to commence acceptance testing as provided in the Acceptance Test Plan (Exhibit C-5) within ten (10) business days after City's receipt of such notification. Motorola shall test the Communications System in accordance with the ATP.
- B. *Limited Use Authorization.* Upon City's request, Motorola shall issue written authorization for City to use the Communications System or its subsystem(s) for limited training or testing purposes prior to the completion of testing by Motorola. Customer's use of the Communications System for day-to-day purposes without prior written authorization by Motorola shall constitute System Acceptance.
- C. *System Acceptance.* As used throughout this Agreement, "System Acceptance" shall mean the occurrence of the successful completion of acceptance testing in accordance with the ATP. Upon System Acceptance, the parties shall execute a "System Acceptance Certificate" (Exhibit D). Minor omissions or variances in performance which do not materially affect the operation of the Communications System as a whole will not postpone System Acceptance, but will be recorded by the project team on a punch list. Motorola shall complete/resolve the items on the punch list in accordance with a mutually agreed upon schedule that provides Motorola with a reasonable amount of time to complete/resolve each item.
- D. *Final Project Acceptance.* As used throughout this Agreement, "Final Project Acceptance" shall mean the occurrence, after System Acceptance, when Motorola has provided and the City has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance. When Final Project Acceptance occurs, the parties shall execute a Final Project Acceptance Certificate (Exhibit F).

## V. Payment

A. Motorola agrees to sell all of the equipment and perform the services as outlined in Exhibit C, and City agrees to buy the aforementioned equipment and services, for an amount not to exceed One Million One Hundred Twenty Thousand One Hundred Fifty-four Dollars and 32/100 Cents (\$1,120,154.32) ("Contract Price"), which includes the H-GAC administration fee. Motorola agrees to sell equipment to City at the unit price set forth in the Pricing Summary (Exhibit C-4) regardless of any quantity changes. City shall have the right to purchase specific items listed on the Pricing Summary without the obligation to purchase all items listed, and the pricing for each item shall not decrease. Motorola will pay H-GAC's administrative fee in accordance with the payment terms of the H-GAC Contract dated May 1, 2015.

A.1 Except as provided in Subsection A.5, Customer will make payments to Motorola in accordance with the contract payment terms (within 30 days of receipt of invoice). Motorola shall invoice the City as follows:

### Subscriber Equipment:

Subscriber equipment will be billed separately upon shipment to customer designated ship-to location. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment.

### System Sale excluding Subscriber Units:

- 25% of the Contract Price minus Subscribers upon the Effective Date
- 25% of the Contract Price minus Subscribers upon completion of System Design Review
- 30% of the Contract Price minus Subscribers upon the shipment of the Equipment
- 10% of the Contract Price minus Subscribers upon installation of the Equipment
- 5% of the Contract Price minus Subscribers upon System Acceptance or start of Beneficial Use
- 5% of the Contract Price minus Subscribers upon Final Project Acceptance

Motorola reserves the right to make partial shipments of Equipment and to request payment upon shipment of such Equipment. In addition, Motorola reserves the right to invoice for installations on a site-by-site basis, when applicable.



- A.2 The Performance Schedule (Exhibit C-6) shall correspond with the Payment Milestones set forth in this Subsection A.
- A.3 For the Payments described in this Subsection A, Motorola shall complete, sign and submit to City the following:
  - a. A completed and signed Milestone Acceptance Form (Exhibit E);
  - b. Documentation demonstrating in sufficient detail that the milestone has been completed; and
  - c. A proposed invoice for the payment set forth in Subsection A.1 of this Section that corresponds to that milestone.
- A.4 City shall review the items submitted in accordance with Subsection A.3 within fifteen (15) business days of receipt. If City agrees that the milestone has been completed, City shall accept such completion by execution of the submitted Milestone Acceptance Form. Upon such acceptance, the proposed invoice shall be accepted as the official invoice for that milestone payment. If City disagrees that the milestone has been completed, City will immediately notify Motorola of the same in writing, detailing the reasons for the refusal. If City does not issue a written notice of milestone incompleteness within fifteen (15) business days of receipt, City will be deemed to have accepted the completion of the milestone and will issue payment.
- B. Lifecycle (Post-Warranty) Services are included in this Agreement as indicated in Exhibit C-3 for a total post warranty term of nine (9) years in the amount not to exceed Four Hundred Thirty-two Thousand Six Hundred Eighty-eight Dollars and 27/100 Cents (\$432,688.27). Motorola shall invoice for Lifecycle Services, which include those services listed in Exhibit C-7 on an annual basis in advance of the term of service per the itemized pricing in Exhibit C-7. All post warranty services and support are subject to the terms and conditions of this Agreement including, but not limited to, funding availability, non-appropriations event, change orders, and termination.
- C. The term of this Agreement shall commence upon the "Effective Date". Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, and excepting Lifecycle Services, this Agreement shall terminate upon the date of the expiration of the last Warranty Period provided under this Agreement; and for Lifecycle Services, this Agreement shall terminate upon the expiration of the completion of the post warranty term of nine (9) years or expiration of any applicable Warranty Period arising during such post warranty term, whichever occurs last. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the Effective Date of the termination or expiration.
- D. City agrees to pay the Motorola invoice within thirty (30) calendar days of receipt.

Motorola agrees that a temporary delay in making payments due to the City's accounting and disbursement procedures shall not place the City in default of the Agreement and shall not render City liable for interest and penalties, provided such delay shall not exceed thirty (30) calendar days after its due date. Any payment not made within forty-five (45) days of its due date shall bear interest in accordance with Chapter 251 of the Texas Government Code.

- E. ***Non-appropriations Event.*** In this paragraph, "non-appropriations event" means a lack of sufficient funding, funds becoming unavailable, no funds appropriated by the City, or insufficient funds appropriated by the City, for any payments due under this Agreement or any other performance of City obligations. A condition precedent to all City obligations to Motorola, including payment obligations, shall be availability of funds out of current revenues and appropriated for such purposes. Notwithstanding any provisions contained herein, if a non-appropriations event occurs, City will notify Motorola of such occurrence and this Agreement shall terminate, without penalty or expense to the City of any kind whatsoever, with the exception of the termination fees outlined in this Section, on the last day of the fiscal period for which appropriations were received or the day previously-appropriated funds have been exhausted or become unavailable, whichever is earlier. Upon City's termination due to a non-appropriations event, each party shall return all documentation and other information disclosed or otherwise delivered to the other party prior to such termination, and all revocable licenses granted hereunder shall terminate. Motorola shall be entitled to payment for Equipment and Software ordered and Services rendered prior to the date of termination under this provision.
- F. City shall not be in default of this Agreement for non-payment of fees except as provided in this Subsection.
- G. ***Termination.*** The parties agree that the annual fees in Exhibit C-7 are based upon the assumption that the Lifecycle Services portion of the Agreement will be in effect for the full nine (9) year term; and if the Agreement is terminated before the end of the full nine (9) year term, then the termination fee set forth below ("Termination Fee") is payable to enable Motorola to recoup a portion of the discounts that were applied to the annual fees based on an assumption that this Agreement would be in effect for the full term. The Termination Fee is not a penalty, but rather a charge to compensate Motorola for City's failure to satisfy the full term on which the Contract Price is based. The Termination Fee is the total of the following: 1) if a major upgrade has been delivered in the first year of the two year SUA II cycle, then the City is responsible for full payment of year one and year two of the SUA II; and 2) the City will be responsible to pay Motorola the discount applied to the SUA II and maintenance years prior to the date of termination.

## VI. Project Management

- A. Motorola will assign a Project Manager who is authorized and qualified to exercise technical direction of this project. Motorola may not designate a new or alternate Project Manager unless it: 1) provides City and H-GAC with written notice of the proposed



change, which notice shall include a description of the proposed Project Manager's qualifications; and 2) obtains City's written acceptance of the proposed Project Manager's qualifications as described in the notice.

- B. All matters affecting the terms of this Agreement or the administration thereof shall be referred to Motorola's Contract Administrator, who shall have authority to negotiate changes or amendments to this Agreement. However, no changes or amendments to this Agreement shall be finally approved unless agreed to in writing in accordance with the terms of this Agreement and signed by Motorola's authorized signatory and City's City Manager.

## VII. Services

- A. *Scope.* Motorola shall provide the Services described in this Agreement and, specifically, Exhibit C. City will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. At City's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services. Unless otherwise stated in Exhibit C, the price for Services exclude any charges or expenses associated with helicopter or other unusual access requirements. Motorola must obtain City's written approval before accessing the system or equipment through unusual or expensive means; and if such written authorization is given, expenses reasonably incurred by Motorola in obtaining such access shall be reimbursed by City.
- B. *Equipment Services.* For Motorola Services pertaining to Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed. If City purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement by amendment and will be billed at the applicable rates after the warranty for the additional equipment expires.
  - B.1 All Equipment must be in good working order on the Start Date or when additional equipment is added to this Agreement. Upon reasonable request by Motorola, City will provide a complete serial and model number list of the Equipment.
  - B.2 City must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. City's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives the written notice.
  - B.3 City must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
  - B.4 City must promptly notify Motorola of any Equipment failure. Motorola will

respond to City's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

- B.5 Subject to Section III.D, if Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove that Equipment from the Agreement; or increase the price to Service such Equipment.
- C. *Services Locations and Times.* Services will be provided at the sites identified in this Agreement and Exhibit C-2. When Motorola performs Service at City's location, City will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays.
- D. *Materials, Tools and Equipment.* All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of performing Services will be and remain the sole property of Motorola. This property will be held by City for Motorola's use without charge and may be removed from City's premises by Motorola at any time without restriction. The City will safeguard all such property while it is in the City's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request, to the extent such loss or damage is caused by a negligent act by the City.

### VIII. Disputes

- A. Motorola and City will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will be mediated by a mutually acceptable mediator to be chosen by Motorola and City within thirty (30) days after written notice by one of the parties demanding non-binding mediation. Neither party may unreasonably withhold consent to the selection of a mediator. Motorola and City will bear their own costs but will share the cost of the mediator equally. By mutual agreement, however, Motorola and City may postpone mediation until both parties have completed some specified but limited discovery about the dispute. The parties may also agree to replace mediation with some other form of non-binding alternate dispute resolution procedure ("ADR").
- B. Any dispute which cannot be resolved between the parties through negotiation or mediation within two (2) months of the date of the initial demand for it by one of the parties may then be submitted to a court of competent jurisdiction within Bowie County, Texas (see Section XI.R). All communications pursuant to the negotiation and mediation will be treated as compromise and settlement negotiations for purposes of applicable



rules of evidence and any additional confidentiality protections provided by applicable law. The use of any ADR procedures will not be considered under the doctrine of laches, waiver or estoppel to affect adversely the rights of either party. Nothing shall prevent either party from initiating judicial proceedings to secure injunctive relief resorting to the judicial proceedings mentioned in this paragraph if necessary to prevent serious and irreparable injury to one of the parties or others.

### IX. Other Users of the System

Motorola understands and approves the City's intent to add other governmental entities within a forty-five (45) mile radius of the City as users to the Communications System. Motorola agrees to the addition of those users and will provide the same pricing to the users as provided under this Agreement, subject to the use of substantially similar terms and conditions as provided in this Agreement. Payment terms shall be negotiated solely between the City and those users.

### X. Warranties

- A. *Warranty Period.* As used throughout this Agreement, and in accordance with the applicable express, limited warranties set forth below, "Warranty Period" means:
  - A.1 Equipment (excepting Subscriber Units) is warranted for a period of one (1) year after the earlier of System Acceptance or Beneficial Use. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within the City's control, the Warranty Period will expire eighteen (18) months after the shipment of the Equipment. New Subscriber Units are warranted for a period of three (3) years after System Acceptance or delivery, whichever is later. Subscriber Units used by City prior to System Acceptance are warranted for a period of three (3) years after delivery to City.
  - A.2 Software is warranted for a period of one (1) year after the earlier of System Acceptance or Beneficial Use.
  - A.3 Services are warranted for a period of ninety (90) days from the date the performance of the Services are completed.
- B. *System Functionality.* Motorola represents that the Communications System will satisfy the functional requirements described in Exhibit C. After System Acceptance, the Equipment Warranty (subsection X.C), the Software Warranty (subsection X.D), and the Services Warranty (subsection X.E) will apply; and these express limited warranties are extended by Motorola to the City for commercial, industrial, or governmental use only, and are not assignable or transferable. Motorola will not be responsible for performance deficiencies of the System caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System provided hereunder.



Additionally, Motorola will not be responsible for System performance when the functionality is reduced due to circumstances not caused by Motorola and beyond its control including, but not limited to (1) an earthquake, adverse atmospheric conditions or other natural causes, (2) the construction of a building that adversely affects the microwave path reliability or RF coverage, unless such construction was known by Motorola at a time when remedial changes could have been made to minimize the reliability or coverage issues, and (3) the addition of additional frequencies at System sites that cause RF interference or intermodulation, or (4) City changes to load usage and/or configuration outside the parameters specified and intended usage approved in Section IX of this Agreement and Exhibit C.

- C. *Equipment Warranty.* Motorola warrants the Equipment against material defects in material and workmanship under normal use and service during the Warranty Period.
- D. *Software Warranty.* Motorola warrants that the Motorola Software, when used properly and in accordance with the Documentation and Agreement, will be free from material errors that would prevent the documented operational features of the System described in the Agreement, when used properly and under normal conditions and in accordance with the documentation and instructions provided by Motorola, from functioning so as to fulfill their intended purpose as described in the Agreement. Motorola does not warrant that City's use of the Software or the Designated Products will be uninterrupted, error-free, or completely free of Security Vulnerabilities. This limited warranty shall not cover (a) any third party software (including commercial off-the-shelf software) used by City in connection with the Agreement, (b) any component on which maintenance has been performed by a third party that has not been authorized in writing by Motorola (c) any component that has been altered or modified by City that has not been authorized in writing by Motorola, (d) any component that has been damaged as a result of City's failure to operate the system in accordance with documentation or operating instructions provided by Motorola.
- E. *Services Warranty.* Motorola warrants that its Services performed under the terms and conditions of Section VII, including Software Upgrade Services, will be free of defects in materials and workmanship.
- F. *Exclusions to Warranties.* THESE WARRANTIES DO NOT APPLY TO THE FOLLOWING:
  - F.1 Defects or damage resulting from City's use of Equipment or Software for a purpose other than its intended purpose specified in this Agreement or in a manner other than its intended manner of use specified in this Agreement.
  - F.2 Defects or damage occurring from misuse, accident, neglect, or force majeure events or circumstances, unless such defect or damage was caused by or attributable to Motorola.

- F.3 Defects or damage occurring from testing, maintenance, installation, alteration, modification, or adjustment not performed or provided by Motorola pursuant to this Agreement.
  - F.4 Breakage of or damage to antennas unless caused directly by defects in material or workmanship.
  - F.5 Equipment that has been subjected to unauthorized modifications, disassembly or repairs (including the addition to the Equipment of non-Motorola supplied equipment if not authorized by Motorola) that adversely affect performance of the Equipment or interfere with Motorola's normal warranty inspection and testing of the Equipment to verify any warranty claim.
  - F.6 Equipment that has had the serial number removed or made illegible.
  - F.7 Batteries (which carry their own separate limited warranty) or other consumables.
  - F.8 Freight costs to the repair depot.
  - F.9 Equipment that has been subject to illegal or unauthorized alteration of the software/firmware in the Equipment.
  - F.10 Scratches or other cosmetic damage to Equipment surfaces that do not affect the operation of the Equipment.
  - F.11 Normal or customary wear and tear.
- G. **DISCLAIMER OF OTHER WARRANTIES.** These express limited warranties as set forth in this Section are extended by Motorola to City for commercial, industrial, or governmental use only, and are not assignable or transferable. These are the complete warranties for the Equipment and Software provided pursuant to this Agreement. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- H. *Asserting Warranty Claim.* To assert a warranty claim, City must notify Motorola in writing of the claim no later than two (2) weeks following the expiration of the applicable Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim at no additional charge or cost to City. Motorola shall (at its option and at no additional charge or cost to City) perform the following remediation:
- H.1 For defective Equipment or Motorola Software, either repair it, replace it with the same or equivalent product, or refund the price of defective Equipment or



Software. Any repaired or replaced product is warranted for the balance of the original applicable warranty period. Any product replaced will be returned to Motorola.

- H.2 For Services, Motorola shall re-perform the non-conforming Services or refund, on a pro-rata basis, the fees paid for the non-conforming Services.

## XI. General Provisions

- A. *Standards of Work.* Motorola agrees that the performance of work described in this Agreement and pursuant to this Agreement shall be done in a professional manner and shall conform to professional standards. All packaging and packing shall be in accordance with good commercial practice.
- B. *Taxes.* City represents that it is a tax exempt entity, a political subdivision of the State of Texas as defined in the Internal Revenue Code, and shall not be liable for any taxes pursuant to this Agreement. The prices set forth in the Agreement are exclusive of any amount for Federal, State or Local excise, sales, lease, gross income service, rental, use, property, occupation or similar taxes and to the extent City is not exempt from such taxes, City will be responsible to pay them. Motorola accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Worker's Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed under any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed or contracted by Motorola for work performed under this Agreement.
- C. *Shipping, Title and Risk of Loss.* Title to the equipment and responsibility and liability for loss and/or damage pass to City after delivery to the installation site specified by City, unless the equipment is reasonably rejected within two (2) weeks of delivery. The above notwithstanding, title to software and any third-party supplied software shall not pass under any circumstances.
- D. *Headings and Section References.* The headings given to the sections and subsections of this Agreement are inserted for convenience only and are in no way to be construed as part of this Agreement or as a limitation of the scope of the particular paragraph to which the heading refers.
- E. *LIMITATION OF LIABILITY.* MOTOROLA'S AGGREGATE LIABILITY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT PAID BY CITY FOR THE PRODUCTS/SERVICES PROVIDED/PERFORMED BY MOTOROLA UNDER THIS AGREEMENT. IN NO EVENT WILL MOTOROLA BE LIABLE FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS OR

OTHER INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. This limitation of liability provision survives the expiration or termination of the Agreement. THIS SECTION SHALL NOT BE CONSTRUED AS A WAIVER OF ANY APPLICABLE LOCAL, STATE AND FEDERAL RULES AND LAWS, INCLUDING CITY'S SOVEREIGN IMMUNITY AND ARTICLE XI, SECTION 7 OF THE TEXAS CONSTITUTION.

- F. *Excusable Delays.* Neither Motorola nor the City shall be responsible for delays or lack of performance resulting from force majeure events, circumstances, or acts. Excusable delays which impact the Period of Performance stated in this Agreement will be subject to the process for change orders.
- G. *Default.* Either party may terminate this Agreement if the other party commits a material breach or default and fails to remedy such breach or default within thirty (30) days after receiving written, detailed notice of the same from the non-defaulting party.
  - G.1 In the event of termination for default, the defaulting party will promptly return to the non-defaulting party any of its confidential information.
  - G.2 If the City is the non-defaulting party, terminates this Agreement as permitted by this Section, and completes the System through other means, then the City may as its exclusive remedy recover from Motorola the reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement, less the unpaid portion of the Contract Price.
  - G.3 The defaulting party may, within thirty (30) days, submit a written cure plan to the non-defaulting party for approval. The non-defaulting party will be deemed to have rejected a cure plan unless written approval, rejection, or proposed modification has been communicated to the defaulting party within ten (10) business days. The defaulting party shall commence immediate implementation of any approved cure plan. If a defaulting party fails to cure the default, the non-defaulting party may terminate any unfulfilled portion of this Agreement.
- H. *Delays by City.* If City has actual knowledge of any events/conditions within its sole reasonable control and not due in any part to Motorola's non-performance or wrongful action or inaction that may delay the scheduled work, City shall provide Motorola with written notice of such conditions at least thirty (30) days prior to the scheduled work, or if such knowledge is acquired after that time, as soon as reasonably practicable. If a City delay impacts the Period of Performance stated in this Agreement, the City will, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an



alternative implementation plan.

- I. *FCC Licenses/Authorization.* City is solely responsible for obtaining any licenses or other authorizations required of City by the Federal Communications Commission and for complying with FCC rules. Neither Motorola nor any of its employees is an agent or representative of the City in FCC matters or otherwise. Motorola, however, shall assist in the preparation of the license application at no charge to City. City acknowledges that project implementation is predicated on receipt of proper FCC licensing.
- J. *Indemnification.* SUBJECT TO THE LIABILITY LIMITATION SET FORTH IN SUBSECTION XI.E, Motorola shall forever waive, release, indemnify, defend, and hold harmless City, its respective employees, officers, elected officials, and agents, from and against any expense, cost, damage, loss, fine, penalty, cause of action, suit, demand, liability or judgment (including, without limitation, legal and related legal fees and expenses) to the extent arising out of or on account of or resulting from (1) actual or alleged intentional or negligent act or omission, or default in the performance of obligations pursuant to this Agreement, by Motorola, its assigns, subcontractors, officers, directors, employees, agents, invitees, licensees, or representatives (referred to collectively as "Motorola"), and/or (2) any intentional torts and willful acts such as assault.
  - J.1 City's approval of Motorola's services shall not constitute nor be deemed (a) a release of the responsibility and liability of Motorola for the accuracy and competency of such services, and (b) City's assumption of such responsibility for any defect, error or omission in the services performed by Motorola. In this regard, Motorola shall defend, hold harmless and indemnify City for damages to tangible property to the extent the damages result from such defects, errors or omissions of Motorola or those parties under control of Motorola.
  - J.2 These provisions shall survive termination, expiration or cancellation of this Agreement or any determination that this Agreement or any portion thereof is void, voidable, invalid or unenforceable.
- K. *Equipment Compatibility; Product Support.* Motorola agrees that the Equipment will perform in accordance with the specifications and representations stated in Motorola's Proposal and Equipment List included in this Agreement. Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured Equipment for five years from the date of last manufacture. Motorola will use commercially reasonable efforts to notify the City six months in advance of the final production run of any Equipment to be cancelled and allow the City to make a last buy of such Equipment.
- L. *Confidential Information.* The parties acknowledge and agree that City is subject to Chapter 552 of the Texas Government Code, commonly known as the "Texas Public Information Act" or "Texas Open Records Act" ("the Act"). Notwithstanding any other



provision, including exemptions or exceptions to the Act, the parties agree that in the event that any provision of this Agreement, or other documents related to this Agreement, including, but not limited to, any exhibit, attachment, amendment, addendum, or other incorporated document, is determined by a court or the Attorney General of the State of Texas to be in conflict with the Act, such provision shall, insofar as that conflict, be of no force or effect. Unless disclosure is required by law, City agrees, to the extent permitted by the Act, to exercise reasonable and prudent measures to safeguard Motorola's proprietary information unless Motorola authorizes disclosure, Motorola has already made public the information, the City obtained the information from another source independent of Motorola, or an opinion of the Attorney General requires disclosure.

L.1 Any information or documents that Motorola uses in the performance of the services provided under this Agreement which Motorola considers confidential or proprietary or which contains trade secrets must be clearly marked accordingly. The marking must be explicit as to the designated information.

L.2 In the event the City receives a request for information pursuant to the Act that affects Motorola's rights, title to, or interest in any software, or a part thereof, or other information, items or data furnished to the City by Motorola under the Agreement, then the City will comply with the Act's requirements for notice to Motorola of such request. Motorola shall state in writing to the City within three (3) business days of receiving the City's notice whether it intends to approve release of the requested information or assert to the Attorney General statutory exceptions to disclosure. If Motorola decides to assert exceptions to the Act in response to the request, then Motorola shall, at its own expense, prepare and send the notices, comments, and briefing for its submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act. Motorola shall also prepare at its expense for the City's use the notices, comments, and briefing for the City's submission to the Attorney General in accordance with the substantive requirements and time periods provided in the Act.

L.3 The parties intend for Motorola to hold the City harmless should Motorola seek a judicial ruling on its asserted statutory exceptions to withholding information requested under the Act. For any suit pursuant to Sections 552.324 and 552.325 of the Texas Government Code, Motorola shall bear all litigation costs, expenses, attorney's fees, and assessments, including the costs, expenses, and attorney's fees incurred by the City and any adverse assessments against the City arising out of the City being a named party to such a suit. As a condition precedent to City's involvement in such a suit, Motorola shall deposit with the City the dollar amount estimated by the City that will be incurred for costs, expenses, and attorney's fees.

M. *Software License.* Any furnished Motorola Software and its subsequent releases, if applicable, will be licensed to City according to Exhibit B. Any Non-Motorola Software furnished by Motorola will be subject to the terms and restrictions of its copyright owner

unless such copyright owner has granted to Motorola the right to sublicense such Non-Motorola Software pursuant to Exhibit B, in which case Exhibit B (including any addendum to satisfy such copyright owner's requirements) shall apply and the copyright owner will have all of Motorola's rights and protections under Exhibit B.

N. *Indemnification - Patent/Copyright/Trade Secret.*

SUBSECTION XI.E (LIMITATION OF LIABILITY) DOES NOT APPLY TO THIS SUBSECTION XI.N.

Notwithstanding any other provision of this Agreement, if any claim, action or proceeding is asserted or brought against City, to the extent it is based on a third-party claim that alleges that all or any part of the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes any United States patent or copyright ("Infringement Claim"), Motorola's duties to defend and indemnify are conditioned upon: the City promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and the City providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. Without waiving any rights pursuant to sovereign immunity, City shall cooperate with and may monitor Motorola in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Motorola may reasonably request with regard to such defense. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against the City by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for the City the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant the City a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with the City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the City to install an



enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to the City extend in any way to royalties payable on a per use basis or the City's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from City from sales or license of the infringing Motorola Product.

This Section provides the City's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. The City has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.

- O. *Disclaimer of Patent License.* Nothing contained in this Agreement shall be deemed to grant, either directly or by implication, estoppel, or otherwise, any license under any patents or patent applications of Motorola, except that City shall have the normal non-exclusive royalty-free license to use that is implied, or otherwise arises by operation of law, in the sale of a product.
- P. *Security.* Motorola shall use reasonable means in the design and writing of its own Software and the acquisition of third party software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, upon Motorola discovering or learning of a Security Vulnerability, Motorola shall notify the City.
- Q. *Amendment and Waiver.* This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power. Preprinted terms and conditions found on any City or Motorola forms will not be considered an amendment or modification of this Agreement, even if a representative of one or both parties signs that document.
- R. *Governing Law and Venue.* U.N. Convention on Contracts for the International Sale of Goods do not apply. Actions relating to this Agreement shall be brought in the state or federal courts within Bowie County, Texas, and each of the parties consents to the personal and exclusive jurisdiction of such courts for this purpose. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

- S. *Assignment.* Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Without the consent of the City, Motorola may assign or duplicate and assign this Agreement in connection with a merger, consolidation, assignment, sale or other disposition of the majority of Motorola's stock or substantially all of the assets or business relating to the portion of Motorola's operations that is the subject of this Agreement. This Agreement shall be binding on and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.
- T. *Survival of Terms.* The provisions of Sections V.E (*Non-appropriations Event*), VIII (*Disputes*), and XII (*Sovereign Immunity*) shall survive the expiration or termination of this Agreement. The following subsections of this Section XI shall survive the expiration or termination of this Agreement: B (*Taxes*); D (*Headings and Section References*); E (*Limitation of Liability*); G (*Default*); J (*Indemnification*); L (*Confidential Information*); M (*Software License*); P (*Security*); Q (*Amendment and Waiver*); R (*Governing Law and Venue*); T (*Survival of Terms*); W (*Severability*); X (*Right to Audit*); and Y (*Full Agreement*).
- U. *Administrator Level Account Access.* Motorola will provide City with Administrative User Credentials. City is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. The City is responsible for protecting Administrative User Credentials from disclosure and maintaining credential validity by, among other things, updating passwords when required. City may be asked to provide valid Administrative User Credentials when in contact with Motorola System support. The City agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made by an Administrative User may impact Motorola's ability to perform its obligations under the Agreement or its Maintenance and Support Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill the City and the City will pay Motorola on a time and materials basis for resolving the issue.
- V. *Relationship of the Parties.* The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Motorola, its employees, agents or licensees, is an independent contractor and not an agent, representative, servant, joint enterprise, joint venture or employee of City. Nothing in this Agreement is intended to benefit any third party beneficiary.
- W. *Severability.* If any portion of this Agreement or any exhibits hereto is held to be invalid, such provision or portion of such provision shall be considered severable, and the remainder of this Agreement shall not be affected.



- X. *Right to Audit.* Motorola agrees that City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any pertinent books, documents, papers and records of Motorola relating to the goods and services provided under this Agreement. City may send a representative to the Motorola facility where such records are kept in the regular course of Motorola's business, during normal business hours, to conduct such limited review, or, at City's request, Motorola will send copies of such records to City for its review.
- X.1 Motorola books, documents, papers and records provided to City under this Section shall not be used, duplicated or disclosed to anyone other than to City employees, agents, auditors, experts, or attorneys, without written permission of Motorola, unless required by law. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product or service cost data that it considers confidential or proprietary to Motorola.
- X.2 Motorola agrees that City shall have access during normal working hours to all necessary Motorola facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this Section.
- X.3 City shall give Motorola thirty (30) days written advance notice of intended audits. If the audit is conducted on City's behalf by a third party, that third party will execute an appropriate non-disclosure agreement for the protection of Motorola's confidential information.
- X.4 Motorola agrees to include or otherwise require in all contracts relating to this Agreement, including agreements with contractors and subcontractors, a provision to the effect that City shall, until the expiration of three (3) years after the final payment under the applicable contract, have access to and the right to examine and photocopy any pertinent books, documents, papers and records of such party, subject to the provisions in this subsection, involving transactions under the respective contract or relating to this Agreement, and further, that City shall have access during normal working hours to all facilities of the party and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this subsection. City shall give the party reasonable advance notice of intended audits.
- X.5 Motorola agrees (and will require the parties subject to subsection 4, above) to photocopy such documents as City may request. City agrees to reimbursement for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.
- X.6 Nothing in this provision or Agreement will be interpreted as requiring Motorola



to disclose information which it considers confidential or proprietary including, for example, its costs to manufacture the products.

Y. *Full Agreement.* This Agreement, inclusive of all Exhibits, constitutes the final expression of the agreement of the parties and, except for any pricing offers extended for additional equipment or services, supersedes all previous agreements and understandings, whether written or oral, relating to the work. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image of a signature shall be treated and have the same effect as an original signature. This Agreement may not be altered, amended, or modified except by written instrument signed by duly authorized representatives of the parties. A true and correct facsimile copy or computer image of this Agreement shall be treated and have the same effect as an original.

Z. *Notice Addresses*

Z.1 Motorola Solutions, Inc.  
1507 LBJ Freeway, Suite 700  
Farmers Branch, TX 75234  
Attn: Edward Fuerst  
With copy to: Legal Department

|     |                                                                                                          |                                                                                                                                         |
|-----|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| Z.2 | City of Texarkana, Texas<br>City Hall<br>220 Texas Blvd.<br>Texarkana, Texas 75501<br>Attn: City Manager | <i>Copy to:</i><br>Atchley, Russell, Waldrop & Hlavinka, L.L.P.<br>P. O. Box 5517<br>Texarkana, Texas 75505-5517<br>Attn: City Attorney |
|-----|----------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|

Z.3 Houston-Galveston Area Council  
3555 Timmons Lane, Suite 120  
Houston, Texas 77027  
Attn.: Public Services Manager

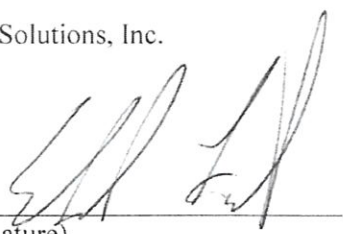
## XII. Sovereign Immunity

This Agreement is expressly made subject to City's sovereign immunity as provided by the Texas Constitution, Texas law, and applicable federal law. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of the City's immunities from suit or from liability.

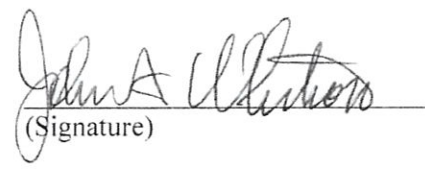
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the last day and year written below.

Motorola Solutions, Inc.

City of Texarkana, Texas

By: 

(Signature)

By: 

(Signature)

Name: Edward Fuerst

Name: John A. Whitson, ICMA-CM

Title: MSSS Vice President

Title: City Manager

Date: September 25, 2015

Date: September 24, 2015

Exhibit A

Motorola/H-GAC Radio Communications Equipment & Systems Agreement  
dated May 1, 2015

A CONTRACT BETWEEN  
HOUSTON-GALVESTON AREA COUNCIL  
Houston, Texas  
AND  
MOTOROLA SOLUTIONS, INC.  
Farmers Branch, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Motorola Solutions, Inc.**, hereinafter referred to as the **CONTRACTOR**, having its principal place of business at Park West C-2, 1507 LBJ Freeway, Farmers Branch, Texas 75234

**ARTICLE 1: SCOPE OF SERVICES**

The parties have entered into a **Radio Communication/Emergency Response & Mobile Interoperability Equipment** Contract to become effective as of May 1, 2015, and to continue through April 30, 2018 (the "Contract"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC**. **H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER**, for the purchase of **Radio Communication/Emergency Response & Mobile Interoperability Equipment** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Radio Communication/Emergency Response & Mobile Interoperability Equipment** through the **H-GAC** Contract to **END USERS**.

**ARTICLE 2: THE COMPLETE AGREEMENT**

The Contract shall consist of the documents identified below in order of precedence

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No. **RA05-15**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No. **RA05-15**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

**ARTICLE 3: LEGAL AUTHORITY**

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

**ARTICLE 4: APPLICABLE LAWS**

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

**ARTICLE 5: INDEPENDENT CONTRACTOR**

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

**ARTICLE 6: END USER AGREEMENTS**

**H-GAC** acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's** **H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User



## Radio Communication/Emergency Response &amp; Mobile Interoperability Equipment Page 2 of 5

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

**ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

**ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC'S duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract. To the extent allowed by law, nothing contained herein shall authorize H-GAC and/or END USER to audit confidential information regarding product cost.

**ARTICLE 9: REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

**ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE**

If CONTRACTOR at any time during a contract period, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products offered to H-GAC on a basis that provides prices more favorable than those provided to H-GAC, CONTRACTOR shall within ten (10) business days thereafter notify H-GAC of that offering. The contract with H-GAC shall be deemed to be automatically amended and effective retroactively to the effective date of the most favorable contract, wherein CONTRACTOR shall provide the same quantity discount to H-GAC and its End Users for equal or larger orders purchased the same quantity and under the same circumstances. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR believes any apparently more favorable price charged and/or offered a customer during the term of this agreement is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and thereupon the contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices to H-GAC.

The most favored price structure set forth in this paragraph shall not apply to any pre-existing contracts Contractor has in the State of Texas. The term "pre-existing contracts" shall refer to contracts in existence as of the original effective date of the HGAC contract, i.e. 5/1/15.

The Parties agree that the above MFC provision shall not apply to the sale of large communications systems (one million dollars (\$1,000,000.00) and above). The term "Communications System" shall refer to a project that includes the sale of infrastructure hardware and/or software, user devices, and Motorola engineering and installation service. The contract for a "Communication System" will always have a Statement of Work and an Acceptance Test Plan.

The Parties accept the following definition of routine: *A prescribed, detailed course of action to be followed regularly; a standard procedure.*

**ARTICLE 11: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.



**ARTICLE 12:****DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.

**ARTICLE 13:****LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

**ARTICLE 14:****LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnifies from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

**ARTICLE 15:****TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract, provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

**ARTICLE 16:****TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed, to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

**ARTICLE 17:****CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

**ARTICLE 18:****GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

**ARTICLE 19:****PROCEDURAL STEPS ENUMERATED FOR SALES TO END USERS**

1. All Cooperative Purchasing business will be processed in accordance with H-GAC's policies and procedures, at contracted prices, and shall include approved order processing charges.
2. END USER will access the Cooperative Purchasing Program through the H-GAC website and /or by submission of any duly

executed purchase order to a contractor having a valid contract with H-GAC and in a format acceptable to H-GAC

3. END USER will submit order(s) electronically through CONTRACTOR'S on-line ordering process or issue Purchase Order(s) directly to CONTRACTOR at contract prices, and also submit a copy to H-GAC.
4. The H-GAC CONTRACTOR will deliver products/services as specified by the contract between CONTRACTOR and H-GAC, and invoice each END USER for (1) products/services purchased and (2) H-GAC'S applicable order processing charge.
5. Upon delivery, acceptance, and receipt of an H-GAC CONTRACTOR's documented invoice, END USER shall pay the H-GAC CONTRACTOR the full amount of the invoice.
6. For orders of less than \$100,000, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than sixty (60) calendar days after End User order is processed. Payments will be processed to H-GAC on a monthly basis. For orders of \$100,000 or more, CONTRACTOR will promptly pay to H-GAC any order processing charges due, and in any case, not later than forty-five (45) calendar days after receipt of End User payment by Motorola.
7. Failure to promptly remit H-GAC's order processing charges may result in sanctions including, but not limited to, contract termination.
8. CONTRACTOR shall be responsible for delivery and acceptance of each unit by END USER, according to the requirements of the specifications, this Contract, and purchase order issued to CONTRACTOR by an END USER. All required equipment tests shall be borne by CONTRACTOR.
9. CONTRACTOR shall promptly provide H-GAC and END USER with all information pertaining to delivery schedules. CONTRACTOR shall also use its best efforts to expedite unit deliveries on shorter notice than set forth in its verification for any specific purchase order when requested.
10. All prices are F O B END USER'S location with all transportation charges prepaid and included in any invoice.
11. All pricing shall be based on the current contract unless the H-GAC CONTRACTOR prior to receipt of END USER's purchase order for delivery of any products/services has received H-GAC's prior written approval for any price increases.
12. The H-GAC CONTRACTOR agrees to accept the terms of this agreement and to conduct all transactions based on pricing and other terms of the contract including, but not limited to, the applicable H-GAC order processing charge. The CONTRACTOR agrees to encourage END USERS to execute authorizing Interlocal contracts with H-GAC.

#### ARTICLE 20:

#### LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

#### ARTICLE 21:

#### PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, CONTRACTOR agrees to provide a Performance Bond at the request of END USER within ten (10) days of receipt of END USER's purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the END USER. Failure of CONTRACTOR to provide such performance bond within ten (10) days of receipt of END USER's order may constitute a total breach of contract and shall be cause for cancellation of the order at END USER's sole discretion. END USER may choose to delete the requirement for a Performance Bond at END USER's sole discretion. If the bond requirement is waived, END USER shall be entitled to a price reduction commensurate with the cost that would have been incurred by CONTRACTOR for the bond.

#### ARTICLE 22:

#### CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

#### ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.



IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston  
Area Council, Houston, Texas:

Jack Steele  
Jack Steele, Executive Director

Attest for Houston-Galveston  
Area Council, Houston, Texas:

Baidro Vick  
Baidro Vick, Director of Public Services

Date: May 5, 2015

Signed for Motorola Solutions, Inc.  
Farmers Branch, Texas:

Printed Name & Title:

Edward Fuerst MSSSI Vice President

Date: 4/30 2015

Attest for Motorola Solutions, Inc.  
Farmers Branch, Texas:

Printed Name & Title:

Howard Cherokee MSSSI V.P.

Date: 4/30 2015

Attachment A  
 Motorola Solutions, Inc.  
 Radio Communication/Emergency Response & Mobile Interoperability Equipment  
 Contract No.: RA05-15

| Product Category | Description                                                                                                                                                                                                                                                                                    | Base Offered Price                                       |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| OA, OB, OC       | <i>Per the RFP Motorola has included an Electronics Catalogue (ECAT disk) on a CD media in lieu of listing each individual product and its options. In addition, a discount APC sheet is attached in the pricing section and used to calculate all individual prices within the ECAT disk.</i> | See APC Discounts per ECAT Pricebook Effective 2/14/2015 |
| OD               | <b>Motorola Integration Services LMR</b>                                                                                                                                                                                                                                                       |                                                          |
|                  | Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.                                                                                                        |                                                          |
| OD               | Project Management Daily Rate*                                                                                                                                                                                                                                                                 | \$ 1,818.00                                              |
| OD               | System Technologist Daily Rate*                                                                                                                                                                                                                                                                | \$ 2,173.00                                              |
| OD               | Standard Shop Installation Hourly Rate*                                                                                                                                                                                                                                                        | \$ 150.00                                                |
| OD               | Standard Shop Installation Daily Rate*                                                                                                                                                                                                                                                         | \$ 1,200.00                                              |
| OD               | Mobile Radio Installation*                                                                                                                                                                                                                                                                     | \$180-\$500                                              |
| OD               | Radio Programming*                                                                                                                                                                                                                                                                             | \$55-\$125                                               |
| OD               | Data Installation*                                                                                                                                                                                                                                                                             | \$180-\$428                                              |
|                  | *Prices may vary by Region and Stated Scope. Travel Not Included                                                                                                                                                                                                                               |                                                          |
| OD               | <b>Motorola Integration Services Advanced Services</b>                                                                                                                                                                                                                                         |                                                          |
|                  | Motorola offers wide range of services including Integration, Installation and Training. The cost of these services is regional in nature. Samples below are listed for reference only.                                                                                                        |                                                          |
| OD               | NG9-1-1 Consulting Services-Daily Rate*                                                                                                                                                                                                                                                        | \$1,694                                                  |
| OD               | Security Project/Program Management-Daily Rate*                                                                                                                                                                                                                                                | \$1,694                                                  |
| OD               | Wireless Security Technician-Daily Rate*                                                                                                                                                                                                                                                       | \$1,580                                                  |
| OD               | Security Penetration Tester (Wired Network)-Daily Rate*                                                                                                                                                                                                                                        | \$1,580                                                  |
| OD               | Security Trainer-Daily Rate*                                                                                                                                                                                                                                                                   | \$1,328                                                  |
| OD               | Application Security Code Reviewer-Daily Rate*                                                                                                                                                                                                                                                 | \$2,033                                                  |
| OD               | IT Incident Response and IT-Discovery Assistance-Daily Rate*                                                                                                                                                                                                                                   | \$1,694                                                  |
| OD               | IT Disaster Recovery Planner-Daily Rate*                                                                                                                                                                                                                                                       | \$1,580                                                  |
| OD               | IT Disaster Recovery Plan Tester-Daily Rate*                                                                                                                                                                                                                                                   | \$1,580                                                  |
| OD               | Business Continuity/Continuity of Government Planner-Daily Rate*                                                                                                                                                                                                                               | \$1,580                                                  |
| OD               | Business Continuity/Continuity of Government Plan Tester-Daily Rate*                                                                                                                                                                                                                           | \$1,580                                                  |
| OD               | Mobile Application Services Project Management-Daily Rate*                                                                                                                                                                                                                                     | \$565                                                    |
| OD               | Mobile Application Services Solution Architect-Daily Rate*                                                                                                                                                                                                                                     | \$2,033                                                  |
| OD               | Mobile Application Services Application and Solution Design-Daily Rate*                                                                                                                                                                                                                        | \$2,033                                                  |
| OD               | Mobile Application Services Application and Solution Implementation-Daily Rate*                                                                                                                                                                                                                | \$2,033                                                  |
| OD               | Application Integration and Customization Services Project Management-Daily Rate*                                                                                                                                                                                                              | \$1,694                                                  |
| OD               | Application Integration and Customization Services Solution Architect-Daily Rate*                                                                                                                                                                                                              | \$2,033                                                  |
| OD               | Application Integration and Customization Services Application and Solution Design-Daily Rate*                                                                                                                                                                                                 | \$2,033                                                  |
| OD               | Application Integration and Customization Services Application and Solution Implementation-Daily Rate*                                                                                                                                                                                         | \$1,694                                                  |
| OD               | Unified Communications Services Project Management-Daily Rate*                                                                                                                                                                                                                                 | \$1,694                                                  |
| OD               | Unified Communications Services Solution Architect-Daily Rate*                                                                                                                                                                                                                                 | \$2,033                                                  |
| OD               | Unified Communications Services Application and Solution Design-Daily Rate*                                                                                                                                                                                                                    | \$2,033                                                  |
| OD               | Unified Communications Services Application and Solution Implementation-Daily Rate*                                                                                                                                                                                                            | \$1,694                                                  |



|    |                                                                                      |         |
|----|--------------------------------------------------------------------------------------|---------|
| OD | Consulting Services Project Management-Daily Rate*                                   | \$1,694 |
| OD | Consulting Services System Engineer-Daily Rate*                                      | \$1,694 |
| OD | Consulting Services Solution Architect-Daily Rate*                                   | \$2,033 |
| OD | Consulting Services Internet Protocol Network Accessment-Daily Rate*                 | \$2,033 |
| OD | Consulting Services IP Network Design and Integration-Daily Rate*                    | \$2,033 |
| OD | Consulting Services IP Wide Area Network Backhaul Design and Integration-Daily Rate* | \$2,033 |
| OD | Consulting Services Custom Network Interface Design and Integration-Daily Rate*      | \$2,033 |

#### APC DISCOUNTS PER ECAT PRICEBOOK

|     |                                 |        |
|-----|---------------------------------|--------|
| 001 | Portable Radiophone (Portables) | 20%    |
| 020 | CAD Equipment                   | List   |
| 039 | CAD Equipment                   | 5%     |
| 068 | CAD Equipment                   | 10%    |
| 232 | CAD Equipment                   | 5%     |
| 297 | CAD Equipment                   | 5%     |
| 330 | CAD Equipment                   | 5%     |
| 333 | CAD Equipment                   | 10%    |
| 548 | CAD Equipment                   | 10%    |
| 702 | CAD Equipment                   | List   |
| 850 | CAD Equipment                   | List   |
| 879 | CAD Equipment                   | List   |
| 981 | CAD Equipment                   | List   |
| 040 | Data Applications               | 15%    |
| 041 | Data Applications               | 10%    |
| 041 | Data Applications               | 10%    |
| 153 | Data Applications               | 15%    |
| 343 | Data Applications               | 10%    |
| 670 | Data Applications               | List   |
| 766 | Data Applications               | List   |
| 177 | Data Subscriber Devices         | 15%    |
| 185 | Data Subscriber Devices         | List   |
| 736 | Data Subscriber Devices         | 22%    |
| 855 | Data Subscriber Devices         | 10%    |
| 006 | Dispatch Service                | 5%     |
| 768 | Dispatch Service                | List   |
| 118 | Dispatch Solutions              | 10%    |
| 124 | Dispatch Solutions              | 15%    |
| 129 | Dispatch Solutions              | 20%    |
| 147 | Dispatch Solutions              | 10%    |
| 185 | Dispatch Solutions              | List   |
| 202 | Dispatch Solutions              | 15%    |
| 207 | Dispatch Solutions              | 10%    |
| 226 | Dispatch Solutions              | 15%    |
| 228 | Dispatch Solutions              | 30%    |
| 229 | Dispatch Solutions              | 13.50% |
| 261 | Dispatch Solutions              | 5%     |
| 322 | Dispatch Solutions              | 15%    |
| 404 | Dispatch Solutions              | 20%    |
| 415 | Dispatch Solutions              | 10%    |
| 443 | Dispatch Solutions              | 20%    |
| 454 | Dispatch Solutions              | 15%    |
| 520 | Dispatch Solutions              | 10%    |
| 524 | Dispatch Solutions              | 10%    |
| 660 | Dispatch Solutions              | 10%    |
| 706 | Dispatch Solutions              | 20%    |
| 708 | Dispatch Solutions              | 17%    |
| 729 | Dispatch Solutions              | 17%    |

|     |                               |        |
|-----|-------------------------------|--------|
| 740 | Dispatch Solutions            | 15%    |
| 892 | Dispatch Solutions            | 10%    |
| 214 | Fixed Data Products           | 10%    |
| 275 | Fixed Data Products           | 10%    |
| 342 | Fixed Data Products           | 10%    |
| 382 | Fixed Data Products           | 10%    |
| 403 | Fixed Data Products           | 15%    |
| 455 | Fixed Data Products           | 15%    |
| 469 | Fixed Data Products           | 10%    |
| 499 | Fixed Data Products           | 10%    |
| 708 | Fixed Data Products           | 17%    |
| 222 | Fixed Network Equipment       | 15%    |
| 329 | Fixed Network Equipment       | 10%    |
| 381 | Fixed Network Equipment       | 15%    |
| 207 | Fixed Station Accessories     | 10%    |
| 273 | Fixed Station Accessories     | 10%    |
| 277 | Fixed Station Accessories     | 20%    |
| 457 | Fixed Station Accessories     | 20%    |
| 515 | Fixed Station Accessories     | 20%    |
| 524 | Fixed Station Accessories     | 15%    |
| 525 | Fixed Station Accessories     | 15%    |
| 856 | Fixed Station Accessories     | 10%    |
| 207 | Fixed Station Antenna Systems | 10%    |
| 005 | Fixed Stations                | 20%    |
| 112 | Fixed Stations                | 18%    |
| 225 | Fixed Stations                | 10%    |
| 281 | Fixed Stations                | 18.50% |
| 301 | Fixed Stations                | 20%    |
| 360 | Fixed Stations                | 21.50% |
| 377 | Fixed Stations                | 17%    |
| 417 | Fixed Stations                | 10%    |
| 424 | Fixed Stations                | 15%    |
| 425 | Fixed Stations                | 15%    |
| 448 | Fixed Stations                | 20%    |
| 474 | Fixed Stations                | 23%    |
| 509 | Fixed Stations                | 21.50% |
| 512 | Fixed Stations                | 23%    |
| 537 | Fixed Stations                | 21.50% |
| 590 | Fixed Stations                | 21.50% |
| 595 | Fixed Stations                | 18%    |
| 643 | Fixed Stations                | 15%    |
| 675 | Fixed Stations                | 20%    |
| 680 | Fixed Stations                | 21.50% |
| 744 | Fixed Stations                | 20%    |
| 811 | Fixed Stations                | 5%     |
| 881 | Fixed Stations                | 15%    |
| 015 | Fixed Wireless Broadband      | 20%    |
| 075 | Fixed Wireless Broadband      | List   |
| 224 | Fixed Wireless Broadband      | 15%    |
| 800 | Fixed Wireless Broadband      | List   |
| 832 | Fixed Wireless Broadband      | 10%    |
| 882 | Fixed Wireless Broadband      | 15%    |
| 904 | Fixed Wireless Broadband      | 15%    |
| 906 | Fixed Wireless Broadband      | 15%    |
| 910 | Fixed Wireless Broadband      | 15%    |
| 947 | Fixed Wireless Broadband      | 15%    |
| 901 | Lifecycle Services            | List   |
| 902 | Lifecycle Services            | List   |
| 903 | Lifecycle Services            | List   |



|     |                              |        |
|-----|------------------------------|--------|
| 904 | Lifecycle Services           | List   |
| 905 | Lifecycle Services           | List   |
| 051 | LTE                          | 10%    |
| 052 | LTE                          | 10%    |
| 053 | LTE                          | 10%    |
| 054 | LTE                          | 10%    |
| 055 | LTE                          | 10%    |
| 056 | LTE                          | 10%    |
| 057 | LTE                          | 10%    |
| 058 | LTE                          | 5%     |
| 059 | LTE                          | 10%    |
| 061 | LTE                          | 10%    |
| 063 | LTE                          | 10%    |
| 065 | LTE                          | 10%    |
| 066 | LTE                          | 10%    |
| 375 | LTE                          | List   |
| 708 | LTE                          | 17%    |
| 984 | LTE                          | List   |
| 985 | LTE                          | List   |
| 989 | LTE                          | List   |
| 823 | Maintenance                  | List   |
| 983 | Maintenance                  | List   |
| 554 | Mobile Accessories           | 15%    |
| 644 | Mobile Accessories           | 15%    |
| 879 | Mobile Applications Software | 10%    |
| 038 | Mobile Stations              | 10%    |
| 103 | Mobile Stations              | 26.50% |
| 109 | Mobile Stations              | 26.50% |
| 159 | Mobile Stations              | 20%    |
| 189 | Mobile Stations              | 15%    |
| 276 | Mobile Stations              | 25%    |
| 287 | Mobile Stations              | 10%    |
| 374 | Mobile Stations              | 15%    |
| 426 | Mobile Stations              | 25%    |
| 471 | Mobile Stations              | 25%    |
| 484 | Mobile Stations              | 10%    |
| 500 | Mobile Stations              | 25%    |
| 514 | Mobile Stations              | 25%    |
| 518 | Mobile Stations              | 25%    |
| 527 | Mobile Stations              | 25%    |
| 571 | Mobile Stations              | 15%    |
| 585 | Mobile Stations              | 25%    |
| 652 | Mobile Stations              | 25%    |
| 655 | Mobile Stations              | 25%    |
| 656 | Mobile Stations              | 25%    |
| 761 | Mobile Stations              | 25%    |
| 775 | Mobile Stations              | 16.50% |
| 776 | Mobile Stations              | 20%    |
| 792 | Mobile Stations              | 20%    |
| 869 | Mobile Stations              | 20%    |
| 922 | Mobile Stations              | 20%    |
| 422 | MOTOTRBO                     | 10%    |
| 475 | MOTOTRBO                     | 10%    |
| 516 | MOTOTRBO                     | 10%    |
| 557 | MOTOTRBO                     | 10%    |
| 563 | MOTOTRBO                     | 10%    |
| 777 | MOTOTRBO                     | 10%    |
| 131 | Network Products             | 10%    |
| 147 | Network Products             | 10%    |

|     |                                 |        |
|-----|---------------------------------|--------|
| 207 | Network Products                | 10%    |
| 232 | Network Products                | 10%    |
| 708 | Network Products                | 17%    |
| 136 | Pagers/Receiver                 | 15%    |
| 169 | Pagers/Receiver                 | 20%    |
| 452 | Pagers/Receiver                 | 15%    |
| 361 | Paging/Receivers                | 15.00% |
| 839 | Paging/Receivers                | 15%    |
| 940 | Paging/Receivers                | 15%    |
| 941 | Paging/Receivers                | 15%    |
| 004 | Portable Radiophone (Portables) | 20%    |
| 008 | Portable Radiophone (Portables) | 20%    |
| 018 | Portable Radiophone (Portables) | List   |
| 019 | Portable Radiophone (Portables) | List   |
| 027 | Portable Radiophone (Portables) | List   |
| 037 | Portable Radiophone (Portables) | 10%    |
| 087 | Portable Radiophone (Portables) | 10%    |
| 158 | Portable Radiophone (Portables) | 20%    |
| 185 | Portable Radiophone (Portables) | List   |
| 187 | Portable Radiophone (Portables) | 15%    |
| 205 | Portable Radiophone (Portables) | 25%    |
| 271 | Portable Radiophone (Portables) | 25%    |
| 291 | Portable Radiophone (Portables) | 25%    |
| 320 | Portable Radiophone (Portables) | 25%    |
| 332 | Portable Radiophone (Portables) | 20%    |
| 362 | Portable Radiophone (Portables) | 20%    |
| 372 | Portable Radiophone (Portables) | 20%    |
| 402 | Portable Radiophone (Portables) | 20%    |
| 407 | Portable Radiophone (Portables) | 25%    |
| 414 | Portable Radiophone (Portables) | 20%    |
| 426 | Portable Radiophone (Portables) | 25%    |
| 430 | Portable Radiophone (Portables) | 20%    |
| 442 | Portable Radiophone (Portables) | 20%    |
| 453 | Portable Radiophone (Portables) | 20%    |
| 456 | Portable Radiophone (Portables) | 20%    |
| 458 | Portable Radiophone (Portables) | 20%    |
| 470 | Portable Radiophone (Portables) | 25%    |
| 476 | Portable Radiophone (Portables) | 20%    |
| 481 | Portable Radiophone (Portables) | 25%    |
| 483 | Portable Radiophone (Portables) | 25%    |
| 505 | Portable Radiophone (Portables) | 20%    |
| 527 | Portable Radiophone (Portables) | 25%    |
| 536 | Portable Radiophone (Portables) | 25%    |
| 562 | Portable Radiophone (Portables) | 25%    |
| 570 | Portable Radiophone (Portables) | 10%    |
| 577 | Portable Radiophone (Portables) | 20%    |
| 619 | Portable Radiophone (Portables) | 15%    |
| 626 | Portable Radiophone (Portables) | 20%    |
| 654 | Portable Radiophone (Portables) | List   |
| 655 | Portable Radiophone (Portables) | 25%    |
| 656 | Portable Radiophone (Portables) | 25%    |
| 672 | Portable Radiophone (Portables) | 33.50% |
| 687 | Portable Radiophone (Portables) | 20%    |
| 721 | Portable Radiophone (Portables) | 25%    |
| 726 | Portable Radiophone (Portables) | 25%    |
| 742 | Portable Radiophone (Portables) | 25%    |
| 749 | Portable Radiophone (Portables) | 33.50% |
| 755 | Portable Radiophone (Portables) | 25.00% |
| 756 | Portable Radiophone (Portables) | 25.00% |



|     |                                 |        |
|-----|---------------------------------|--------|
| 785 | Portable Radiophone (Portables) | 25%    |
| 795 | Portable Radiophone (Portables) | 25%    |
| 798 | Portable Radiophone (Portables) | 25%    |
| 837 | Portable Radiophone (Portables) | 25%    |
| 841 | Portable Radiophone (Portables) | 33.50% |
| 883 | Portable Radiophone (Portables) | 15%    |
| 977 | Portable Radiophone (Portables) | 10%    |
| 390 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 659 | Professional Services           | List   |
| 670 | Professional Services           | List   |
| 842 | Professional Services           | List   |
| 509 | Receivers                       | 21.50% |
| 512 | Receivers                       | 23%    |
| 743 | Receivers                       | 15%    |
| 608 | Records Management Software     | 10%    |
| 279 | Records Management Software     | List   |
| 137 | Secure Solutions                | 5%     |
| 201 | Secure Solutions                | 10%    |
| 229 | Secure Solutions                | 14%    |
| 462 | Secure Solutions                | 10%    |
| 524 | Secure Solutions                | 15%    |
| 525 | Secure Solutions                | 15%    |
| 519 | Security                        | List   |
| 519 | Security                        | List   |
| 561 | Service/Maintenance             | List   |
| 769 | Service/Maintenance             | List   |
| 769 | Service/Maintenance             | List   |
| 772 | Service/Maintenance             | List   |
| 929 | Service/Maintenance             | List   |
| 293 | Service/Maintenance             | List   |
| 195 | Software Upgrades/Flashport     | List   |
| 371 | Software Upgrades/Flashport     | List   |
| 430 | Software Upgrades/Flashport     | 20%    |
| 262 | Test Equipment                  | 20%    |
| 854 | Test Equipment                  | List   |
| 293 | Training-Professional Services  | List   |
| 039 | Trunking Products and Systems   | 5%     |
| 85  | Trunking Products and Systems   | 15%    |
| 112 | Trunking Products and Systems   | 18%    |
| 115 | Trunking Products and Systems   | 10%    |
| 277 | Trunking Products and Systems   | 20%    |
| 280 | Trunking Products and Systems   | 18.50% |
| 281 | Trunking Products and Systems   | 18.50% |
| 377 | Trunking Products and Systems   | 17%    |
| 495 | Trunking Products and Systems   | 15%    |
| 593 | Trunking Products and Systems   | 23%    |
| 708 | Trunking Products and Systems   | 17%    |
| 877 | Trunking Products and Systems   | 18.50% |
| 002 | Video Solutions                 | 10%    |
| 080 | Video Solutions                 | 10%    |
| 488 | Video Solutions                 | 10%    |
| 964 | Warranty                        | List   |
| 606 | Wireless Mobility               | 15%    |
| 832 | Wireless Mobility               | 10%    |
| 907 | Wireless Mobility               | 15%    |
| 908 | Wireless Mobility               | 15%    |

## Exhibit B Software License

### Section 1 Grant of License

- 1.1 In connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both, this Exhibit contains the terms and conditions of the license Motorola is providing to City, and City's use of the Software and Documentation.
- 1.2 Subject to the provisions of this Agreement, Motorola grants to City a license under Motorola's copyrights and Confidential Information embodied in the Software to use the Software provided by Motorola in object code form and the Documentation solely in connection with City's use of the Designated Products. The license does not grant any rights to source code. Except as permitted in Section 4 of this Exhibit, the license granted to the City shall be personal, limited, non-transferable, and non-exclusive.
- 1.3 If the Software licensed under the Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. In the event of a conflict, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. Motorola warrants that City's use of any Open Source Software provided by Motorola shall not violate the terms and conditions of any applicable license. Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under the Agreement; (ii) identify the Open Source Software and provide City a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide City a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).
- 1.4 Rights to commercial off-the-shelf software and any other hardware or software provided by third-party software vendors are subject to the provisions of the software licenses provided by those third-party vendors, and City understands and agrees that acceptance and use of such hardware and software provided by Motorola shall be deemed acceptance of the terms and conditions of the licenses. For "shrink-wrap" or "click-wrap" software, City authorizes Motorola to accept the terms of each license on behalf of City when the software is installed.
- 1.5 To the maximum extent allowable by each of the third-party commercial hardware and software vendors, City shall be entitled to all standard manufacturer's warranties, guarantees or exchange policies for defective items that are offered by third-party hardware and commercial off-the-shelf software manufacturers and vendors for items furnished by Motorola. Motorola makes no other express or implied warranties



whatsoever with regard to any items or components of third-party hardware or commercial off-the-shelf software.

## Section 2 Limitations on Use

- 2.1 City may use the Software only as provided in the Agreement and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, City will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 2.2 City will not (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. City may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that City may not operate that copy of the Software at the same time as the original Software is being operated. City may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 2.3 Unless otherwise provided in the Agreement or authorized by Motorola in writing, City will not, and will not enable or allow any third party, to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. City may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if City provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. City must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 2.4 City will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this

Agreement. Motorola or an independent third party ("Auditor") may inspect City's premises, books and records, upon reasonable prior notice to City, during City's normal business hours and subject to City's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying City's compliance with the terms of the Agreement.

### **Section 3 Ownership and Title**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, decompilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or provision of information services). No rights are granted to City under the Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to City in the Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and City will not have any shared development or other intellectual property rights.

### **Section 4 Transfers**

The City will not transfer the Software or Documentation to any third party without Motorola's prior written consent (which may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement). City will not transfer the Software or Documentation to any third party. If the Designated Products are Motorola's radio products and City transfers ownership of the Motorola radio products to a third party, City may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that City transfers all copies of the Software and Documentation to the transferee, and City and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by the terms of the Agreement as they relate to the Software.

### **Section 5 Term and Termination**

- 5.1 City's right to use the Software and Documentation will begin when the Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola.
- 5.2 Within thirty (30) days after termination of the Agreement or the License granted under



this Exhibit, City must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by City and are no longer in use by City.

- 5.3 City acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation. If City breaches the Agreement or the License granted under this Exhibit, Motorola may seek immediate injunctive relief and repossession of all non-embedded Software and associated Documentation. In no event shall this provision be construed as a waiver of any applicable local, state or federal rules and laws, including City's sovereign immunity.

### Section 6 General Provisions

- 6.1 *Copyright Notices.* The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 6.2 *Compliance with Laws.* City acknowledges that the Software is subject to the laws and regulations of the United States and City will comply with all applicable laws and regulations, including export laws and regulations of the United States. City will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement and the License granted under this Exhibit.
- 6.3 *Assignments and Subcontracting.* Without the prior consent of City, Motorola may not assign, encumber, or sell its rights in any Software nor subcontract its obligations set forth in this Software License exhibit.
- 6.4 *Third Party Beneficiaries.* The License granted under this Exhibit is entered into solely for the benefit of Motorola and City, and no third party is deemed a beneficiary or has the right to make any claim or assert any right under this Agreement or the License granted under this Exhibit.
- 6.5 *Confidentiality.* Subject to Section XI.L of the Agreement, the City acknowledges that the Software and Documentation contain Motorola's valuable proprietary and confidential information and are Motorola's trade secrets. The City will not disclose the Software and Documentation to any third party except as permitted by this Software License Agreement or expressly in writing by Motorola.
- 6.6 *Survival.* Sections 2, 3, 4, 5, and 6 of this Exhibit survive the termination of the Agreement.

## Exhibit C

### Technical and Implementation Documents

- C-1 "System Description" dated July 29, 2015 [pages 1-1 – 1-20]
- C-2 "Statement of Work" dated July 29, 2015 [pages 2-1 – 2-27]
- C-3 "Warranty and Maintenance Plan" dated July 29, 2015 [pages 3-1 – 3-8]
- C-4 Equipment List/Pricing Summary dated July 29, 2015 [pages 4-3 – 4-20]
- C-5 "Acceptance Test Plan" or "ATP" dated August 28, 2015 [pages 3-4 – 3-32]
- C-6 "Performance Schedule"
- C-7 Post Warranty and Life Cycle Services Pricing dated August 24, 2015
- C-8 SUA-II Statement of Work dated September 22, 2015 [9 pages]

## Exhibit C

### Technical and Implementation Documents

C-1 "System Description" dated July 29, 2015 [pages 1-1 – 1-20]

## SECTION 1

# SYSTEM DESCRIPTION

## 1.1 INTRODUCTION

The City of Texarkana, Texas currently operates on a SMARTNET analog trunked system to provide radio communications throughout the county for numerous Public Safety agencies. The City has requested a proposal for an ASTRO Site Repeater (ASR) site to be connected to the Texas Department of Public Safety (DPS) master site located in San Antonio, TX.

The existing New Boston Road site, currently used by the City for their existing SMARTNET system, will be re-used to house the proposed six channel ASR site.

This proposal also includes four new MCC 7500 console positions for the CRC Dispatch Center. This proposal also includes 65 new APX 6000 portable Subscribers for the City of Texarkana Police Department and Public Works and 15 new APX 6000XE portable subscribers for the City of Texarkana Fire Department. The proposed 12 new mobiles are APX 6500 mobiles for all departments. Flash upgrades are also included within this proposal to provide ASTRO 25 Digital CAI and P25 9600 Baud Trunking operation for 142 existing APX/XTS/XTL model portable and mobile subscribers. To assist in the programming of the new and existing APX subscribers, this proposal also includes one copy of Motorola's APX CPS software, one APX mobile programming cable, one APX portable programming cable and radio management licenses for a total of 119 APX radios.

With the addition of an ASR site to the DPS master site, a FDMA site license is required to be added to the master site. DPS has offered to supply a license to the City, and as such, an FDMA site license has not been included with this offer. Likewise, the four console positions will also require licenses at the master site. As with the FDMA site license, DPS has offered to supply the required console position licenses to the City, and as such, console position licenses have not been included with this offer.

In addition to the licenses, DPS has also offered the City an additional three channel ASR site to be used within Bowie County to extend coverage. As this site is being provided directly from DPS, it has not been included within this proposal.

## 1.2 INFRASTRUCTURE SYSTEM DESCRIPTION

The proposed solution for the City of Texarkana, TX is an ASR site and MCC 7500 dispatch site. The ASR site consists of a six channel FDMA GTR Expandable Site Subsystem to be located at the New Boston Road location. The MCC 7500 dispatch site consists of four MCC 7500 console operator positions and will be located at the CRC dispatch center.



## 1.2.1 ASTRO 25 Master Site Components

The DPS ASTRO 25 master site located in San Antonio will be utilized to for the proposed ASR and MCC sites. To operate on the DPS master site, the following will be required at the master site:

- One FDMA Site License.
- Four MCC 7500 Console Position Licenses.

Each of the above licenses has been identified as being provided by DPS directly to the City of Texarkana directly and have not been included as part of this proposal.

## 1.2.2 ASR Site

The proposed system includes an ASR RF sites located within DPS system. This ASR RF site will be located at the existing New Boston Road (NBR) site. This site currently has an existing 12' x 24' Motorola Standard Building (MSB) with an indoor generator and 400' guyed tower. There will be a one new equipment rack at this location. Motorola has performed site walks of the NBR site and confirmed that, at the time of this proposal, there is currently space available for proposed equipment rack.

The proposed equipment will reuse the existing 800 MHz frequencies as provided by the City. Motorola is not responsible for any interference related to the use of these frequencies. The City of Texarkana, TX will be responsible for licensing all frequencies at the ASR RF sites. This proposal does not include any costs associated with FCC licensing or procuring frequencies for the trunked radio system. The proposed antennas for the RF sites can operate in 746-869MHz range.

The proposed RF site location is listed below with corresponding site information.

### New Boston Road

- Latitude: 33° 26' 15.21"N, Longitude: 94° 4' 34.08"W.
- Tower Height: 121.8m, 400-foot.
- Proposed Antenna Heights: TX: 350-foot, RX: 380-foot.
- Owner: The City of Texarkana.
- Address: City of Texarkana, TX.

The detailed design includes the following equipment at the New Boston Road site:

- Two GGM 8000 Gateways.
- TX Antenna System:
  - One Sinclair 11.5dbd Omni-directional antenna.
  - 1 5/8-inch Transmit transmission line.
- RX Antenna System:
  - One Sinclair 11.5dbd Omni-directional antenna.
  - 7/8-inch Receive transmission line.
  - 1/2-inch LDF test line.
  - One Tower Top Amplifier with Control Unit.
- One GTR ESS rack with six 700/800 MHz radios.
- One 7.5-foot high, 19-inch wide rack.

The City is responsible for providing the required floor space for the one rack at this location.



### 1.2.3 MCC 7500 Dispatch Center

A Dispatch Center is considered the relay point for emergency and non-emergency communications from citizens, to public safety agencies and personnel, which includes Police, Fire and Emergency Medical Teams.

Motorola has included four MCC 7500 console positions in this proposal. The Motorola MCC 7500 Dispatch Console is Motorola's mission critical IP high-tier radio dispatch console system. The MCC 7500 Dispatch Console features an intuitive, easy-to-use Graphical User Interface that runs under a Microsoft Windows® operating system, utilizing the industry standard PC platform.

These console positions will be housed in the Central Records and Communication Building at 100 N. State Line Ave., Texarkana, TX. There will be a total of three new equipment racks at this location. Motorola has performed site walks of the CRC Dispatch Center and the City of Texarkana has identified a workspace for the new equipment room. It is the responsibility of the City of Texarkana, Texas to build out this new equipment room. The City of Texarkana is responsible for moving equipment from other locations in the building to this equipment room and for the installation of this equipment. The dispatch center must be connected to the master site and the City of Texarkana Texas is responsible for providing and testing this connectivity prior to system cut-over.

The following equipment is included for the City of Texarkana Texas' dispatch:

- Three Conventional Channel Gateways (CCGW).
- One Network Management (NM) Client Terminal—monitor to be supplied by the City.
- One GCP 8000 Conventional Site Controller (CSC).
- Two HP 2610, 24 port LAN Switches.
- Two GGM 8000 Site Routers.
- One SDM 3000 for MCC 7500 AUX I/O.
- Three 7.5-foot high, 19-inch wide racks.
- Four MCC 7500 console positions each of which includes:
  - One MCC 7500 Voice Processing Module (VPM)—corresponding PC and monitor to be provided by the City.
  - Two desktop speakers.
  - Two headset jacks.
  - One gooseneck microphone.
  - One dual pedal footswitch.
  - One dual channel Instant Recall Recorder (IRR) license.
- One set of accessory spares which includes:
  - Two desktop speakers.
  - Two headset jacks.
  - One gooseneck microphone.

## 1.2.4 Knox Box Operation on ASTRO 25 System

Motorola understands that Cities of Texarkana, TX and Texarkana, AR currently uses Knox Boxes in fire trucks and that the New Boston Road site provides RF coverage for the areas where the Cities Fire trucks operate. This understanding is derived from information received during customer meetings and discussions with the service shop technician. In order to send the analog activation tones to the Knox box, which is not supported on some ASTRO®25 digital radios. The non XTS/XTL radios that will be APX 6000 and APX 6500 radios with an AMBE vocoder, will pass the Knox Box tones. Therefore units with the APX style radios will be able to receive Knox Box operation. The current inventory does not show which units use Knox Box and only the units with non-XTS/XTL radios were replaced with APX series radios.

## 1.2.5 Network Transport

Connectivity is required between the New Boston Road ASR site and the DPS master site, as well as between the CRC Dispatch site and the DPS master site. Connectivity can be provided either through Ethernet or via T1's. This connectivity will be the responsibility of the City and is not provided as part of this proposal.

## 1.2.6 System Acceptance Test

Acceptance of the ASTRO 25 Simulcast System is based partially on completion of an Acceptance Test Plan (ATP).

The ATP tests the function of all installed equipment to verify operation. Typical trunking features such as Talk group Call and Patch Call will be tested, as well as applicable failure scenarios.

## 1.3 ASTRO 25 IP

Motorola's proposed solution for the Cities is our ASTRO 25 Project 25 platform with Integrated Voice and Data, the foundation of the MOTOA4 Mission Critical Portfolio. This platform offers a Project 25 standards-based Internet Protocol (IP) modular solution, providing your first responders with:

- **Cost savings**—reduces costs by integrating your voice and data needs into a single solution.
- **Interoperability**—Compliant with APCO Project 25 standards, offering seamless interoperability with other compliant systems and radios, putting the highest level of interoperability in the end-users' hands, without the need of gateways or console patches.
- **Reliability**—Pre-release software and upgrade testing, third-party hardware and software certification process, fault tolerant architecture with multiple fall back modes, multiple levels of redundancy, and real-time network and security monitoring provide Mission Critical reliability.
- **Increased security**—Information Assurance (IA) enhances the confidentiality, integrity, and availability of the Radio Network Infrastructure (RNI). Multiple encryption algorithms keep end-to-end voice and data transmissions confidential.
- **Enhanced productivity**—Easy and intuitive interfaces to critical real-time information is delivered to the user when and where they need it.

### ASTRO 25

*When Mission Critical Communications Demand Project 25 Interoperability and IP Flexibility*





- **Flexibility**—Scalable, flexible design allows ASTRO 25 to dynamically adapt to the operational demands of any size organization—the IP-based design supports a unique mix of voice, data, and geographical requirements, permitting easy system enhancements as the users' needs evolve.

## 1.4 CONSOLE SYSTEMS AND ASSOCIATED COMPONENTS

The new MCC 7500 IP Dispatch Console to meets the requirements of the RFP for efficient trunked and conventional dispatch. The Motorola MCC 7500 Dispatch Console is Motorola's high-tier, mission-critical IP radio Dispatch Console system.

Operation is supported by the same IP network and switching that will manage the ASTRO 25 P25 IP Digital Trunked Simulcast Network. Dual links between the console sites and the master site are required for System Redundancy and Reliability. The MCC 7500 IP console equipment connects directly to the trunking system's IP transport network. It uses the IP packet protocols for passing call control data and call audio through the system. The MCC 7500 IP Console operates under the latest certified Microsoft Windows platform which is Windows 7. The screen layout is simple and uses valuable space efficiently. Key information and critical functions are clearly identified with easy to understand icons. Dispatchers can quickly recognize these icons instead of reading text, hence maximizing productivity.

Designed for effective, flexible dispatch communications, the MCC 7500 Dispatch Console provides a range of valuable features:

- **Seamless integration** with ASTRO 25 trunking systems.
- **IP Network**—The MCC 7500 supports the IP protocols of the ASTRO 25 system's transport network.
- **Centralized System Management**—The MCC 7500 console system is configured and managed by the ASTRO 25 system's configuration manager, fault manager, and performance reporting applications. This provides the Cities with a single point for configuring and managing the entire radio system, including the console equipment. This information can also be accessed from multiple remote locations, giving the Cities convenient access while enjoying the benefits of centralized system management.
- **User Friendly**—MCC 7500's environment features the familiar standards used by other Windows programs worldwide featuring easy to understand screen layout, menus, and icons that are quickly recognizable by users.
- **Customization**—Each dispatcher's configuration can be customized via the Admin application.
- **Point-and-Click**—Dispatch GUI uses a simple point-and-click response. The dispatcher has the choice of using a mouse, trackball, or optional touch screen, and the keyboard is not required for day-to-day operations.
- **Agency Partitioning**—Allows multiple agencies to use a common system while maintaining control over their console resources via the security partitioning feature of network management.





### 1.4.1 MCC 7500 System Features

MCC 7500 is a feature-rich, modular platform that has been configured to maximize the utility of the system to your unique needs. The following sections provide discussion of the key MCC 7500 dispatch IP console features to include:

- Integrated with ASTRO 25 Network.
- Proven Graphical User Interface.
- End to End Encryption.
- Agency Partitioning.
- Centralized Network Configuration and Fault Management.
- Mission Critical Audio and Tones.
- Reliability and Availability.
- Bandwidth Management.
- Centralized Time Base.

### 1.4.2 Integrated with the ASTRO 25 Network

The MCC 7500 IP Dispatch Console is seamlessly integrated into the ASTRO 25 IP Network. The console connects directly to the master site via an IP backbone. This modular IP approach eliminates the need for space-consuming backroom electronics. All dispatch activity is performed over IP. The physical space needed to accommodate the MCC 7500 console position is no more than required for a personal computer. Both trunked talkgroups and conventional radio channels can be accessed and controlled from one MCC 7500 IP Dispatch Console over the same network, thus reducing overall transport costs. All conventional resources become shared resources within the ASTRO 25 Network, reducing the need for duplicate fixed network equipment.

- Inherent integration with the ASTRO 25 network means:
  - Emergency calls are prioritized to get through no matter how busy the network.
  - Voice quality is optimized, eliminating the potential for audio degradation.
  - Quality of service is maintained, regardless of the size of the system.
  - IP network redundancy ensures call traffic delivery.
  - Rapid call set up times that remain constant, regardless of the size of the system.
  - Improved bandwidth efficiencies reduce transport costs.
  - Flexibility in usage of the operator configuration—any operator can do their job from any position in the network.
  - True end-to-end encryption from the radio user to the console operator position, enhancing operational security.
  - Inherent access to all system resources within the network by eliminating equipment and coverage constraints, providing dispatch priority to reach any user when needed.

### 1.4.3 Proven Graphical User Interface

The MCC 7500's intuitive graphical user interface (GUI) optimizes user efficiency. The MCC 7500 user interface is an enhanced version of Motorola's proven dispatch GUI. For existing Gold Elite users, the GUI allows a smooth transition and minimal training for radio dispatchers. For new users, the graphical icons and unsurpassed flexibility make the MCC 7500 IP console GUI easy to learn and operate. The MCC 7500 GUI is highly configurable and customizable by agency or user to meet dynamic needs and requirements. The MCC 7500 GUI makes the most use of monitor space, maximizing the number of resources a dispatcher is able to easily view and control. Features include:

- Six screen configurations (folders) for added resource capacity, for shift changes, or for differing dispatch scenarios and/or responsibilities.
- 16 different radio patch configurations per MCC 7500 Console.
- Call history log for up 1000 calls.
- Elite Admin Application—The manner in which resources and audio are presented to the dispatch console user on the MCC 7500 dispatch console is managed by the Elite Admin application. The look and feel of the Elite Dispatch GUI, as well as how received audio is routed on the dispatch console, can be optimized to meet your needs.

### 1.4.4 Agency Partitioning

Agency Partitioning provides access controls for talkgroups, conventional channels, auxiliary I/Os, pre-programmed pages, encryption keys, and configuration data. Agency Partitioning allows departments or agencies to share a radio system for cost savings and interoperability, without compromising the integrity of their dispatch operations. User Login Accounts provide access controls for dispatch positions, logging recorders and replay stations enabling radio system administrators to control which users have access to specific resources in the system. This helps keep an agency's resources available for its users, while preventing unauthorized people from making any changes.

### 1.4.5 Centralized Network Configuration and Fault Management

Centralized configuration is a unique MCC 7500 IP Console feature that speeds console set up, enhancement, or expansion efforts and makes the most efficient use of resources.

- Configuration of the MCC 7500 IP Console positions is accomplished via the User Configuration Manager (UCM).
- There is no need to separately maintain or manage configuration databases solely for the dispatch equipment.
- Redundancy and potential errors from entering radio IDs and other data at multiple locations are eliminated.
- Console configuration changes are immediately and automatically distributed to dispatch positions.
- Call traffic and performance reports for each console can be generated from the Network Manager.
- Historical reports can assist in making informed decisions regarding dispatch changes for optimal effectiveness and efficiency.
- Centralized fault management allows reduced service times, and quicker resolution of issues.

MCC 7500 IP console is designed to continuously monitor its application software and important hardware elements (PC, voice card, secure card, VPM) to make sure it is operating efficiently at all times. Network connections and control paths between the consoles and various elements are also monitored to make sure they are operating efficiently. If configuration, fault management, or report generating ability is desired at individual console sites, remote network management clients can be employed. This is beneficial for users who are sharing a system but have limited access to the Network Manager, or for users who desire expanded console management capabilities at console sites.

#### 1.4.5.1 Mission Critical Audio and Tones

MCC 7500 IP Console is designed:

- To minimize the impact of any momentary glitches in IP audio packet delivery.
- With robust error mitigation methods in place so call audio is not degraded even when the system is heavily loaded in a crisis, improving dispatcher accuracy to minimize communication errors and repeated transmissions.
- To optimize the quality of tones sent to the radio users to improve the accuracy of their interpretation and response. Special protocols are used in the MCC 7500 software to enhance the quality of Alert Tones and Channel Marker tones used in trunking, which can be subject to distortion from the Project 25 IMBE vocoder.

For conventional, the MCC 7500 uses an industry standard G.728 vocoder in place of the IMBE vocoder, which greatly improves the quality and accuracy of all tones used in conventional features. For added flexibility and comfort, tones can be configured so they do not appear in the MCC 7500 headset earpiece(s).

#### 1.4.5.2 Reliability and Availability

The MCC 7500 Console and services are optimized for real-time audio, essential for mission critical operations. The MCC 7500 is designed to prioritize emergency calls over other traffic. Queuing of voice is kept to a minimum and calls are transmitted in 450 milliseconds or less.

For added assurance of reliable communications, MCC 7500 console sites support:

- Redundant WAN links to the trunking system master site.
- A Conventional Site Controller is used to ensure conventional channels remain operational.

#### 1.4.5.3 Bandwidth Management

The ASTRO 25 network utilizes protocols that enable the most efficient use of bandwidth. Each trunked resource to the MCC 7500 site requires only 9.4 kbs of bandwidth (One T1 can accommodate 163 talk groups simultaneously) versus other manufacturers in the industry who require up to 50 kbs per console site.

Bandwidth Management provides the following benefits:

- Ensures emergency calls make it through to the dispatcher.
- Bandwidth is shared between calls. This sharing allows you to use less total bandwidth.
- For systems that include logging, only one copy of a call is sent across the link. The console site LAN switch duplicates the call packets for the MCC 7500 consoles and logging equipment.



#### 1.4.5.4 Centralized System Management

The Motorola MCC 7500 console system is configured and managed by the ASTRO 25 network's system management applications, providing you with a single point for configuring and managing the entire radio system. The MCC 7500 console can be interfaced with conventional resources, which are controlled and configured via the management applications.

#### 1.4.6 Dispatch Console Hardware

An MCC 7500 Dispatch IP Console consists of an operator position computer, Voice Processing Module (VPM), Auxiliary Input/Outputs, Logging equipment, Network Equipment and Conventional Channel Interface Equipment, Figure 1-1. This section discusses the various components that make up the proposed system.

The MCC 7500's flexible IP architecture enables interfaces and components to be distributed where they are needed. Logging components can be centrally located at the zone core or distributed at console sites. Conventional Channel Gateways (CCGWs) can be located at conventional-only RF sites, or they can be located at Trunking RF sites, the master site, or at console sites if that is where the conventional stations will reside. Aux I/O Servers are placed anywhere in the zone, closest to where they are needed.

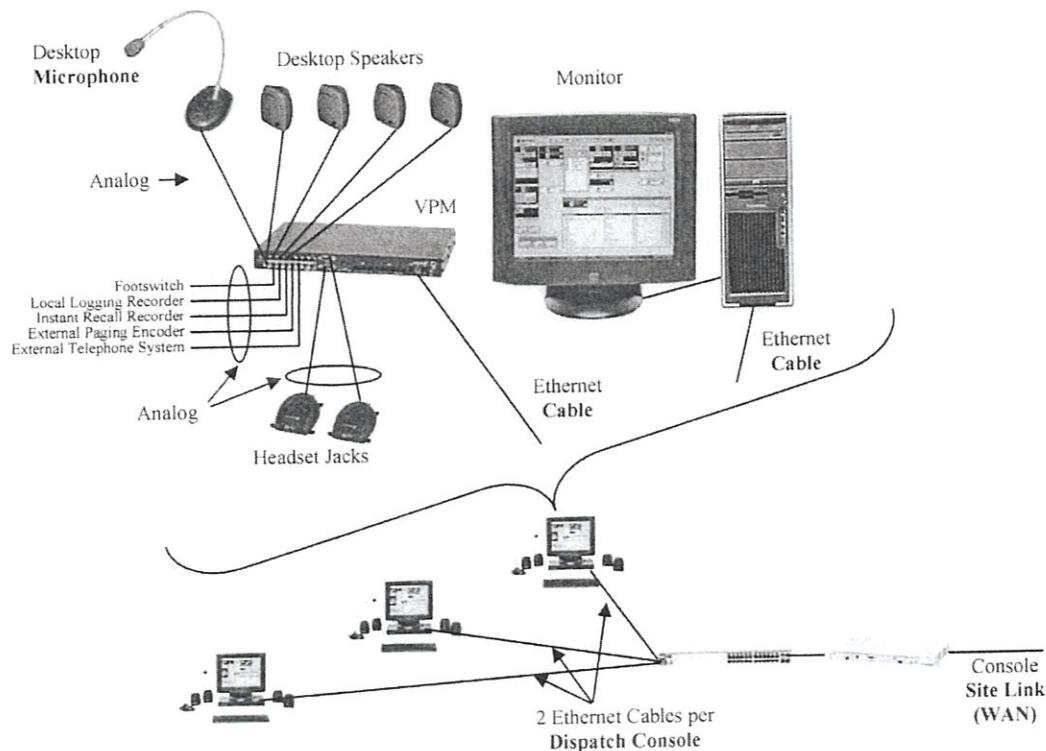


Figure 1-1: Motorola MCC 7500 Dispatch Console Hardware Architecture.



### 1.4.6.1 Operator Position Components

The MCC 7500 IP Dispatch Console, shown in Figure 1-2, consists of a computer, a Voice Processing Module (VPM), one select speaker, up to three unselect speakers, a desktop gooseneck microphone, headset jack box with in-line PTT amplifier, and dual footswitch.

#### Voice Processing Module (VPM)

The VPM connects to the console site LAN switch and communicates with the dispatch console PC via Ethernet. While there is no direct physical connection between the VPM and the PC, there is a one-to-one relationship between the VPM and the PC. Each dispatch position has its own PC and its own VPM.

The VPM provides the vocoding and audio processing services for the dispatch console. The optional secure card provides the encryption and decryption services for the dispatch console. It is capable of supporting multiple, simultaneous encryption/decryption sessions using multiple algorithms and multiple secure keys.

The VPM is designed so it can be mounted in furniture, placed on top of a writing surface or mounted in an EIA 19 inch rack. It is also capable of supporting monitors weighing up to 80 pounds (36 kg) standing on top of it.

The VPM has connectors, as a standard configuration, for the following devices:

- One desktop microphone.
- Two headset jacks.
- Eight desktop speakers.
- One logging recorder.
- One radio instant recall recorder.
- One external telephone set.
- One external paging encoder.
- One footswitch.
- One generic transmit audio input.

While the connectors are designed into the VPM, not all connectors are currently functional.

Some of the connectors listed above may be used to provide audio inputs and outputs for connecting other types of dispatch consoles to the Motorola radio system in conjunction with the Motorola MCC 7500 Dispatch APIs.

The VPM uses an external power supply (similar to the power supplies used with laptop computers) which must be connected to an AC power source.



Figure 1-2: MCC 7500 Operator Position.

### Personal Computer (PC)

The dispatch console uses a PC running the Microsoft 7 operating system. The Voice Processor Module (VPM) combines the functions of a voice card, encryption card, and a general purpose input/output module in a MCC 7500 subsystem. The VPM provides the necessary interfaces to connect analog devices to the MCC 7500 digital console and is responsible for audio routing between the dispatch operator, peripherals and the local network. It contains both digital and analog (audio) circuits to support clear voice processing. The PCs used in ASTRO 25 systems have a mini-tower form factor.

### Headset Jack

Each dispatch console is capable of supporting up to two headset jacks. A headset jack allows a dispatch console user to use a headset while operating the dispatch console. The headset jack supports headsets which use either PJ7 (6-wire) or PJ327 (4-wire) long-frame connectors (6-wire headsets have a PTT button while 4-wire headsets do not have a PTT button).

The headset jack contains two volume controls: one for adjusting the level of received radio audio and one for adjusting the level of received telephone audio. A small dimple is molded into the headset jack housing near the telephone volume control so the dispatch console user can tell them apart without having to look at them.

### Desktop Speaker

Each dispatch console is supplied multiple speakers through which audio are presented to a dispatch console user. Each speaker on a dispatch console contains unique audio; that is, an audio source cannot appear in multiple speakers at a single dispatch console.

The speaker is a self-contained unit that may be placed on a desktop, mounted in a rack/furniture, mounted on a wall, or mounted on a computer monitor. It contains an amplifier that provides a maximum of 2 Watts of power output. Input power for the speaker is obtained from the VPM via the interconnect cable. A mounting bracket is included with the speaker.

### Footswitch

Each dispatch console can utilize a dual pedal footswitch.

### Telephone/Headset Port

The telephone/headset port allows an external telephone set to be connected to the dispatch console. The dispatch console's headset can then be used to communicate on both the radio system and the telephone set.

When the dispatch console senses a dry closure on the Off Hook input buffer, it removes the selected radio audio from the headset earpiece and puts it back in the appropriate speaker(s). It then routes any audio appearing at the telephone/headset port's audio input to the headset earpiece. It also routes headset microphone audio to the telephone/headset port's audio output. This allows the dispatch console user to communicate hands-free on the telephone set.

When the dispatch console senses a dry closure on the Auxiliary Jack Sense input buffer, it ignores any closures on the Off Hook input buffer. This causes the headset to work with the radio system instead of the external telephone system. This allows the dispatch console headset to be used for radio operations when another person is staffing the telephone set.





If the dispatch console user transmits on any radio resources while the Off Hook signal is active, the headset microphone is re-routed to the radio system for the duration of the transmission. When the transmission ends, the headset microphone is routed back to the telephone headset port's audio output. The headset earpiece audio routing is not changed during the transmission, so the dispatch console user can still hear the telephone's received audio.

The telephone/headset port allows a dispatch console user to use a single headset to communicate on both the radio system and a telephone system (e.g., a 911 system).

#### 1.4.6.2 Remote Site Router

The Site Router provides an interface that handles all of the IP Network Management traffic between the master site and the MCC 7500 dispatch center. The Site Router provides the following:

- Media conversion—the router converts Ethernet to the selected transport medium.
- Traffic prioritization—the router applies a prioritization marking to the packets leaving the site.
- Fragmentation—the router fragments large IP packets per industry standards.

#### 1.4.6.3 Site LAN Switch

The site LAN Switch provides a LAN interface for dispatch site equipment and a LAN port for the site router. Through the switch, the service technicians gain access to service the site, and also access the system's Graphical User Interface.

#### 1.4.6.4 Conventional Channel Interface

The City is being provided with backup control stations. These units will be connected to Conventional Channel Gateway (CCGW) units which interface with analog audio resources to the MCC 7500 console system. Conventional channels are much more integrated into ASTRO 25 Trunking Systems than in previous radio systems. The zone controller manages conventional channels in a manner similar to how it manages trunked talkgroups.

The physical interface to the analog conventional stations also changes from previous radio systems. RF site routers or console site routers are fitted with 4 wire interface cards, which are connected to the analog conventional stations. This connection allows the conventional audio to use the same transport network as the trunked audio. The portion of the router hardware and software that support the conventional stations is called the Conventional Channel Gateway (CCGW).

Up to four analog conventional stations may be connected to the CCGW. If the number of stations at a site exceeds the capacity of the router, additional CCGWs can be added to support those conventional stations. The number of CCGWs at a dispatch site is limited to a total of ten, making a total of 40 ports available for connecting to conventional stations.

The Conventional Site Controller allows dispatch console users to continue to access and control local conventional channels if connectivity to the radio system's controller is lost. This mode of operation is often called "fallback operation".

The conventional site controller, CCGWs, dispatch consoles must all be on the same console site LAN to take advantage of fallback operation. CCGWs located at RF sites or other console sites cannot be accessed by the dispatch consoles located at the console site that is in fallback operation mode.



Only one conventional site controller is required per console site. This single conventional site controller is capable of supporting the full set of dispatch consoles and CCGWs that can be placed in a console site.

All dispatch consoles and CCGWs continuously monitor their connections to the radio system's controller. If they detect that the connections have failed, they check their configuration data to see if a conventional site controller is present in their console site. If a conventional site controller does exist, they will automatically switch over to it.

During the switchover, the dispatch consoles entering fallback operation will lose any calls in progress on non-local conventional channels and all trunking resources. Calls on local conventional channels will be re-established after the switchover finishes.

When a dispatch console is in fallback operation, it will display a visual indication on the dispatch GUI on every non-local conventional channel and every trunked resource indicating the channel or resource is not available for use. The local conventional channels are shown as being fully available for use.

An indication is also given in the status bar at the bottom of the dispatch GUI that the dispatch console is in fallback operation. While in fallback operation, the dispatch consoles and CCGWs continuously check to see if connectivity to the radio system's controller has been restored. When they detect that connectivity has been restored, they will automatically switch out of fallback operation and into normal operation.

## 1.5 SUBSCRIBERS

### 1.5.1 APX 6000 Portable

The versatile APX 6000 portable radio is designed to operate on analog conventional, Project 25 conventional, Project 25 trunking systems, SMARTNET™ analog systems, and ASTRO® digital trunking systems. The APX 6000 portable delivers outstanding performance in a lightweight form factor without sacrificing the features you need most. The APX™6000 is the next generation of ruggedly reliable performers that gives you the advanced features such as Mission Critical Wireless and GPS location tracking in a small, P25 TDMA-capable radio. Whether you're responding to a call or racing to a fire, the APX™6000 puts you in greater control of your safety, response time and technology investment.

Some key features and options of the APX 6000 Portable are:

- Universal PTT—Universal push-to-talk button with enhanced grooves is easy to find by “touch.”
- Optimized T-Grip—Innovative T-grip design gives you a secure grip and better control.
- Full Size Keypad—Simple to navigate and use.
- Color Display—High-contrast color display is easy-to-read in all kinds of light.
- Top Display—The eight-character display presents zone/channel information in a seamless hands-off operation.
- Loudspeaker—Loudspeaker makes sure messages are intelligible, even in high noise environments.
- Dual Microphones—Dual mic noise suppression technology locates the talker and cancels out any background noise.





- AMBE Vocoder—Equipped with the latest AMBE 2 digital voice vocoder.
- Three Radio Models—Three distinctive radio models allow the user to select the device that best suits your environment. All three models offer an 8-character visible top display.
- Mission Critical Wireless—Supports applications like Mission Critical Wireless and GPS location tracking for greater safety.
- Integrated GPS—Enables accountability and location tracking of an individual or vehicle, which can be sent to a map-based location application.
- Encryption—FIPS 140-2 Level 3 certified hardware encryption provides tamperproof security to ensure the highest level of secure communications.
- Intelligent Lighting—Uses color to notify you of the radio mode, potential emergencies, or specific events. Color alerts provide information at a glance.
- Radio Profiles -Adjust audio levels, lighting and tones through user selected or automated options. Whether on surveillance or working in bright sunlight, you can customize settings as needed.
- Text Messaging—Offers a freeform or canned messaging solution so you can efficiently and discreetly send and receive messages.
- Voice Announcement—Audible, pre-recorded voice file provides a description of the selected channel or zone.
- Over-the-Air Programming—Motorola's POP25 solution allows subscriber radios to be programmed over-the-air via the ASTRO 25 systems while remaining in the field.
- P25 Phase 2-TDMA—Twice the voice capacity, allowing additional users on the system without the need for additional frequencies or infrastructure.

### 1.5.2 APX 6000XE

The APX 6000XE is designed with extreme ergonomics and advanced features in a single-band, rugged form factor, the APX 6000XE is the ideal communication solution for first responders working in extreme environments. Its exaggerated controls make the radio easy to use while wearing gloves, and the extreme audio profile allows firefighters to be heard and clearly understood in high noise environments. Offered in three models, departments now have the flexibility to equip firefighters and EMS users with advanced features like Front Panel Programming (FPP), text messaging and GPS location tracking.

Some key features and options of the APX 6000XE Portable are:

- Exaggerated Controls—Well-spaced knobs eliminate accidental activation and glove-friendly controls are big, recognizable and easy to distinguish.
- Enlarged Top Display—Easy-to-read, in dark or low light.
- X-Large Emergency Button—Largest emergency button in the industry with programmable 0-6 second time delay.
- Universal PTT—Universal push-to-talk button with enhanced grooves is easy to find by "touch."
- Optimized T-Grip—Innovative T-grip design gives you a secure grip and better control.
- Full Size Keypad—Simple to navigate and use.
- Color Display—High-contrast color display is easy-to-read in all kinds of light.



- Loud Speaker–Loudspeaker makes sure messages are intelligible, even in high noise environments.
- Dual Microphones–Dual mic noise suppression technology locates the talker and cancels out any background noise.
- AMBE Vocoder–Equipped with the latest AMBE +2 digital voice vocoder.
- Extreme Audio Profile–Provides the latest noise reduction software for users that frequently encounter loud environments.
- P25 Phase 2-TDMA–Twice the voice capacity, allowing additional users on the system without the need for additional frequencies or infrastructure.
- Three Radio Models–Three distinctive radio models allow the user to select the device that best suits the end-users environment. All three models offer an 8-character visible top display.
- Mission Critical Wireless–Option available to connect quickly, securely and simply to certified Bluetooth devices.
- Integrated GPS–Enables accountability and location tracking of an individual or vehicle, which can be sent to a map-based location application.
- Encryption–FIPS 140-2 Level 3 certified hardware encryption provides tamperproof security to ensure the highest level of secure communications.
- Intelligent Lighting–Uses color to notify you of the radio mode, potential emergencies, or specific events. Color alerts provide information at a glance.
- Radio Profiles–Adjust audio levels, lighting and tones through user selected or automated options. Whether on surveillance or working in bright sunlight, you can customize settings as needed.
- Text Messaging–Offers a freeform or canned messaging solution so you can efficiently and discreetly send and receive messages.
- Voice Announcement–Audible, pre-recorded voice file provides a description of the selected channel or zone.
- Over-the-Air Programming–Motorola's POP25 solution allows subscriber radios to be programmed over-the-air via the ASTRO 25 systems while remaining in the field.

### 1.5.3 APX 6500 Mobile

Motorola Solutions put exceptional flexibility into an advanced mission critical mobile radio that's easy to operate and intuitive to use. The APX 6500 P25 mobile allows users to choose from 4 control heads; mid- and high-power models and multiple installation configurations in an easy-to-install design. Innovative safety features such as GPS location tracking, intelligent lighting, and one-touch controls help keep first responders safer than ever before.

Some key features and options of the APX 6500 Mobile are:

- Ease of Installation–Fits into the existing XTL footprint allowing reuse of the mounting holes and cables for easy installation.
- RF ID Asset Tracking–12-character RF ID asset tracking provides a convenient method of obtaining valuable asset tracking information without having to uninstall the radio



- P25 Phase 2-TDMA–Twice the voice capacity, allowing additional users on the system without the need for additional frequencies or infrastructure.
- Integrated GPS–Enables accountability and location tracking of an individual or vehicle, which can be sent to a map-based location application.
- Encryption–FIPS 140-2 Level 3 certified hardware encryption provides tamperproof security to ensure the highest level of secure communications.
- Intelligent Lighting–Uses color to notify you of the radio mode, potential emergencies, or specific events. Color alerts provide information at a glance.
- Radio Profiles–Radios can be configured with multiple user-selected or automated operating behaviors such as audio level, lighting and tones.
- Text Messaging–Efficiently send and receive freeform or canned text messages to and from subscribers or dispatch operators.
- Unified Call List–Consolidates all call lists underneath one unified list.
- Voice Announcement–Audible, pre-recorded voice file provides a description of the selected channel or zone.
- Expansion Slot–Future ready to support option cards or data applications.
- Memory–Expandable memory for storage of future data applications information.
- Programming over Project 25 (POP25)–Motorola's POP25 solution allows subscriber radios to be programmed over-the-air via the ASTRO 25 systems while remaining in the field.
- Rugged Durability–Meets IP55 water-intrusion ratings for driving rain giving you the confidence that your mobile will continue performing even if exposed to water.

## 1.6 RF SITE COMPONENTS

### 1.6.1 GCP 8000 Site Controller

The GCP 8000 Site Controller (GCP 8000) is the control interface between the transmitter/receiver subsystem and the Zone Controller. The GCP 8000 Site Controller comprises redundant site controller modules; one site controller module acts as the active module, and the second module as standby. The redundancy minimizes the possibility of a single point of failure at the site.

The GCP 8000 provides the following functions:

- Manages the channels to maximize throughput and channel availability.
- Administers registration and context activation requests.
- Monitors base stations and RF distribution equipment and interacts with the MOSCAD site device manager to facilitate centralized alarm and control monitoring.
- Provides redundant site control.
- Enables redundant site link routing for patch redundancy.
- Enables Dynamic System Resiliency (DSR) at the site.
- Enables site with upgradeability to TDMA.



- Enables site with upgradeability to Dynamic Dual Mode (DDM) allowing the site to adapt for use with both FDMA and TDMA mobile and portable radios.

Additionally, the GCP 8000 provides the following functions at the simulcast site:

- Provides a time and frequency reference signal to the base stations maximizing frequency stability and allowing for further site separation in a simulcast configuration.
- Provides IP simulcast capability, enabling true end-to-end IP connectivity in a simulcast configuration.

### 1.6.2 GCM 8000 Comparator

The GCM 8000 Comparator ensures the broadcast of the best possible voice signal by combining the best parts of a single signal that has been received by multiple sites in a multi-site (simulcast) system.

The comparator features a state-of-the-art digital voting methodology: Frame Diversity Reception. The comparator selects the data frame or signals with the lowest BER and forwards it. By using the best pieces of each input signal, the result is the best possible composite signal.

### 1.6.3 GTR 8000 Station

The GTR 8000 base radio is Motorola's Next Generation platform, in which Motorola has incorporated benefits such as:

- Software-definable station allows for flexibility in implementation for multi-site configuration, simulcast configuration, or HPD configuration.
- A common hardware platform requires fewer Field Replaceable Units (FRU).
- Innovative design allows for upgrades within systems via hardware and/or software to avoid total infrastructure replacement.
- Enables Dynamic System Resiliency (DSR) at the site.
- Enables site with upgradeability to TDMA.
- Enables site with upgradeability to Dynamic Dual Mode (DDM) allowing the site to adapt for use with both FDMA and TDMA mobile and portable radios.

The GTR 8000 is available in several different configurations:

- GTR 8000 Base Radio (shown in Figure 1-3).
- GTR 8000 Site Subsystem (available only in HPD systems).
- GTR 8000 Expandable Site Subsystem (available only in Site Repeater and HPD).

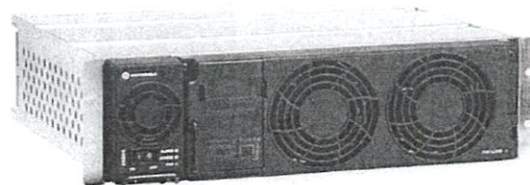


Figure 1-3: GTR 8000 Base Radio.



### 1.6.4 Remote Site Router

The Site Router provides an interface that handles all of the IP Network Management traffic between the master site and the remote site. The Site Router provides the following:

- Media conversion—the router converts Ethernet to the selected transport medium.
- Traffic prioritization—the router applies a prioritization marking to the packets leaving the site.
- Fragmentation—the router fragments large IP packets per industry standards.

### 1.6.5 GGM 8000 Gateway

#### Secure Solutions for Integrated Data, Voice, and VPN Applications

Designed to provide ASTRO Trunking and Conventional System interface modularity and improve system availability, the Motorola GGM 8000 is a specialized network appliance that helps ensure system predictability and performance by converging mission critical data and voice applications into a single platform. GGM 8000's are versatile, secure capable network devices that can ensure timely delivery of delay-sensitive traffic. Supports secure integrated voice and data applications as well as high-speed site-to-site connections—including compression and data prioritization—without compromising their ability to accomplish additional packet-handling functions as needed.

#### Flexibility

The GGM 8000's modular design provides maximum flexibility, allowing you to create your radio communications network today and meet future radio system requirements tomorrow. The GGM 8000 incorporates two I/O slots for WAN and LAN connectivity and one slot for analog connectivity and supports a variety of system applications in Dimetra® and ASTRO®25® systems. Customer specific configurations are constructed by adding optional I/O modules to the base system. The base system provides the motherboard, a power supply, two T1/E1 ports and four 10/100M/1Gbps Ethernet interface. The GGM 8000 can be loaded with a combination of certified configurations of the following optional I/O modules to tailor configuration to your specific radio communications network:

- **ANALOG/V.24 Interface Kit.**
- **E&M DSP Module**—consists of an E&M module and a DSP SIMM; provides four 4-wire audio with E&M relay interfaces to analog conventional base stations.
- **V.24**—provides two V.24 serial modules with a total of 4 ports which connect either directly to a base station or to a modem to support conventional channel gateway (CCGW) digital conventional operation.

#### Versatility

The GGM 8000 gateway supports both dispatch and RF site configurations in analog and digital voice systems.

#### GGM 8000 Product Configurations

Two product level configurations of the GGM 8000 platform are currently available. They are:

- Base Platform.
- Analog/Digital Conventional Gateway.



### Base Platform Configuration

The base product configuration of the GGM 8000 platform is composed of 3 separate subsystem modules:

- Enclosure.
- Power Subsystem.
- Base Module.

The base platform configuration has the following I/O port interfaces:

- Console Management Port (9 Pin).
- USB-A Port (Not currently supported).
- Four 10/100/1000 Base-T Ethernet Ports.
- Two T1/E1 WAN Telecommunication Ports.

### Conventional Channel Gateway Configuration

The Conventional Channel Gateway (CCGW) makes it possible to interconnect legacy Motorola public safety equipment with the latest Motorola public safety network systems: Thus providing a far simpler and much more cost-effective means of extending and updating the capabilities of many older Motorola public safety networks that are still in service.

The CCGW product configuration of the GGM 8000 platform is composed of 4 separate subsystem modules:

- Enclosure.
- Power Subsystem.
- Base Module.
- CCGW Port Expansion Module.

The CCGW port expansion module is installed in a dedicated enclosure slot located at the front of the unit, next to the base module. The CCGW product configuration is a functional superset of the base platform. It has all of the I/O port interfaces that are in the base configuration, plus the additional port interfaces on the CCGW port expansion module:

- Console Management Port (9 Pin).
- USB-A Port (Not currently supported).
- Four 10/100/1000 Base-T Ethernet Ports.
- Two T1/E1 WAN Telecommunication Ports.
- Four Analog (E&M) CCGW Ports.
- Four Digital (V.24) CCGW Ports.

## 1.6.6 GTR 8000 Expandable Site Sub-System

The GTR 8000 expandable site sub-system, shown in Figure 1-4, is used in ASTRO 25 Simulcast remote site configurations operating in the VHF, UHF 435–524 MHz, 700 MHz, and 800 MHz frequency bands. It forwards digital voice and data from the comparator to the transmitter and forwards digital voice and data from the receiver to the comparator GTR 8000 Expandable Site Subsystem.



A unique configuration with G-series product components in one self-contained rack:

- Supports Motorola's APCO 25 Phase II-TDMA and Dynamic Dual Mode operation.
- Supports Motorola's Integrated Voice & Data systems and 25 kHz High Performance Data (HPD) systems.
- Space-efficient modular design integrates up to six GTR 8000 Base Radios, redundant GCP 8000 Site Controllers, and a new site reference distribution interface into one rack or cabinet.
- Radio Frequency Distribution System (RFDS) including cavity combiners, Tx filters, duplexers/diplexers, site preselector, and receiver multicouplers for the transmit (Tx) and receive (Rx) paths can also be integrated into the prepackaged system for 700/800 MHz and UHF (435-524 MHz).
- Supports one to five GTR 8000 Base Radios for HPD.
- Supports one to six GTR 8000 Base Radios for IV&D.
- Junction Panel wiring interface simplifies installation and future site expansion or service.

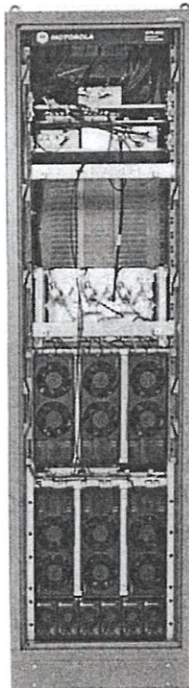


Figure 1-4: GTR 8000 ESS (700/800 MHz).

## Exhibit C

### Technical and Implementation Documents

C-2 "Statement of Work" dated July 29, 2015 [pages 2-1 – 2-27]



## SECTION 2

# STATEMENT OF WORK

## 2.1 OVERVIEW

Motorola Solutions is providing to the City of Texarkana (Texarkana) this proposal for a 800 MHz, six-channel, single-site ASTRO 25 trunking system for two-way radio communications in the City. Along with the RF site at New Boston Road, this system will also include a dispatch site at the CRC Dispatch Center with four MCC 7500 console operator positions. The New Boston Road RF site and CRC Dispatch Center will link to the Texas Department of Public Safety (TX DPS) Master Site in San Antonio, Texas via customer provided T1s or Ethernet links.

The Sites Include:

- New Boston Road—6 Channel ASTRO Site Repeater (ASR):
  - Existing 12' x24' Shelter with an indoor generator.
  - Existing 400-foot Guyed Tower.
- CRC—Dispatch Center:
  - Four (4) new MCC 7500 operator positions.

This proposal also includes new subscribers and flash upgrades of identified existing subscribers. The subscribers are as follows:

### New Subscribers—(Qty 92)

- Qty (15) APX 6000XE portables radios for the City of Texarkana Fire Department.
- Qty (65) APX 6000 new portable radios for the City of Texarkana Police Department and Public Works.
- Qty (12) APX 6500 mobile radios for all departments.

### Flash Upgrade Subscribers—(Qty 230)

- Flash upgrades are included within this proposal to provide ASTRO 25 Digital CAI and P25 9600 Baud Trunking operation for 230 existing APX/XTS/XTL model portable and mobile subscribers.

## 2.2

## PROJECT ASSUMPTIONS AND RESPONSIBILITIES

Motorola has based the system design on information gathered from meetings with Texarkana and an analysis of their existing system and requirements. All assumptions have been listed below for Texarkana's review. Should Motorola's assumptions be deemed incorrect or not agreeable to Texarkana, a revised proposal with the necessary changes and adjusted costs will be required. Changes to the equipment or scope of the project after contract will require a change order; as outlined in this Statement of Work (SOW).

This section outlines the assumptions and dependencies used in developing the proposed solution.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- One FDMA Site License and four Console position licenses are required for Texarkana to utilize the Texas DPS Master site. TX DPS has agreed to provide these licenses, therefore they are not included in this proposal.
- It is the responsibility of the City of Texarkana to finalize any Inter-local agreements between Texarkana and the TX DPS.
- In an ASTRO 25 system, radio user licenses are required based on the number of users in the system. In this proposal the license packs are being provided by the Texas DPS.
- Motorola assumes a single phase 240/120V, 200A electric utility feed to the main panel at the New Boston Road site.
- Site acquisition Services has not been quoted as part of this proposal. It is the responsibility of the City of Texarkana to acquire or lease the land for the RF site, if not already acquired.
- Texarkana shall provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with Texarkana's designated contact, and inventory all equipment.
- Texarkana shall provide access to the New Boston Road and CRC Dispatch Center sites, as necessary.
- A Structural Analysis at the New Boston Road site tower has been included in this proposal. The antenna locations may change based on the results of these structural analyses. Changes in antenna locations will require the proposed coverage to be reanalyzed. No cost has been included to remedy any deficiency found as part of the tower's structural analysis. Motorola will provide a report detailing the findings of the structural analysis for Texarkana to review and take action where necessary.
- R56 grounding upgrades at the existing sites are not included within this proposal. In the event it is required, Texarkana is responsible for providing any required R56 upgrades at these locations including any civil, electrical, grounding, or environmental modifications at the sites. Motorola can provide these services at an additional cost.
- The proposed equipment will reuse the existing 700/800 MHz frequencies as provided by the City of Texarkana. Motorola is not responsible for any interference related to the use of these frequencies. Texarkana will be responsible for licensing all frequencies at the New Boston Road RF site. This proposal does not include any costs associated with FCC licensing or procuring frequencies for the trunked radio system. The proposed antennas for the RF sites can operate in 746-869 MHz range.

- The proposed APX 6000/6500 radios will pass the Knox Box tones. Motorola assumes the Knox boxes are in working condition and Motorola is not responsible for any upgrades to this existing equipment.
- Texarkana must identify the building main service disconnect or main distribution panel(s) that will feed the new Motorola equipment at each of the existing site locations.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the City of Texarkana system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

## 2.3 CONTRACT

### 2.3.1 Contract Award (Milestone)

- Texarkana and Motorola execute the contract and both parties receive all the necessary documentation.

### 2.3.2 Contract Administration

#### Motorola Responsibilities:

- Assign a Project Manager, as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola information system.
- Schedule the project kick-off meeting with the designated Texarkana point of contact.

#### City of Texarkana Responsibilities:

- Assign a Project Manager, as the single point of contact responsible for the City of Texarkana PD signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Texarkana is responsible.

#### Completion Criteria:

- Motorola internal processes are set up for project management.
- Both Motorola and Texarkana assign all required resources.
- Project kickoff meeting is scheduled.



### 2.3.3 Project Kickoff

#### Motorola Responsibilities:

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Introduce all project participants attending the meeting.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives with Texarkana.
- Review the resource and scheduling requirements with Texarkana.
- Review the Project Schedule with Texarkana to address upcoming milestones and/or events.
- Review the teams' interactions (Motorola and Texarkana), meetings, reports, milestone acceptance, and Texarkana's participation in particular phases.

#### City of Texarkana Responsibilities:

- Texarkana's key project team participants attend the meeting.
- Review Motorola and Texarkana responsibilities.

#### Completion Criteria:

- Project kick-off meeting completed.
- Meeting notes identify the next action items.

## 2.4 CONTRACT DESIGN REVIEW (CDR)

### 2.4.1 Review Contract Design

#### Motorola Responsibilities:

- Meet with the Texarkana project team.
- Review the operational requirements and the impact of those requirements on various equipment configurations.
- Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.
- Review the System Design, Statement of Work, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Discuss the proposed Cutover Plan and methods to document a detailed procedure.
- Submit design documents to Texarkana for approval. These documents form the basis of the system, which Motorola will manufacture, assemble, stage, and install.
- Prepare equipment layout plans for staging.
- Provide minimum acceptable performance specifications for microwave, fiber, or copper links.





- Establish demarcation point to define the connection point between the Motorola-supplied equipment and Texarkana-supplied link(s) and external interfaces.
- Work with Texarkana to identify radio interference between the new communication system and other existing radio systems.

Restrictions:

- Motorola assumes no liability or responsibility for inadequate frequency availability or frequency licensing issues.
- Motorola is not responsible for issues outside of its immediate control. Such issues include, but are not restricted to, improper frequency coordination by others and non-compliant operation of other radios.
- Motorola is not responsible for co-channel interference due to errors in frequency coordination by APCO or any other unlisted frequencies, or the improper design, installation, or operation of systems installed or operated by others.
- If, for any reason, any of the proposed sites cannot be utilized due to reasons beyond Motorola's control, the costs associated with site changes or delays including, but not limited to, re-engineering, frequency re-licensing, site zoning, site permitting, schedule delays, site abnormalities, re-mobilization, etc., will be paid for by the City of Texarkana and documented through the Change Order process.

**City of Texarkana Responsibilities:**

- Texarkana's key project team participants attend the meeting.
- Make timely decisions, according to the Project Schedule.
- Frequency Licensing and Interference:
  - As mandated by FCC, Texarkana, as the licensee, has the ultimate responsibility for providing all required radio licensing or licensing modifications for the system prior to system staging. This responsibility includes paying for FCC licensing and frequency coordination fees.
  - Provide the FCC "call sign" station identifier for each site prior to system staging.

**Completion Criteria:**

- Complete Design Documentation, which may include updated System Description, Equipment List, system drawings, or other documents applicable to the project.
- Incorporate any deviations from the proposed system into the contract documents accordingly.
- The system design is "frozen," in preparation for subsequent project phases such as Order Processing and Manufacturing.
- A Change Order is executed in accordance with all material changes resulting from the Design Review to the contract.

## 2.4.2 Design Approval (Milestone)

- Texarkana executes a Design Approval milestone document.



## 2.5 ORDER PROCESSING

### 2.5.1 Process Equipment List

#### Motorola Responsibilities:

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola's City of Texarkana Order Fulfillment (COF) system.
- Create Ship Views, to confirm with Texarkana the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

#### City of Texarkana Responsibilities:

- Approve shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

#### Completion Criteria:

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

## 2.6 MANUFACTURING AND STAGING

### 2.6.1 Manufacture Motorola Fixed Network Equipment

#### Motorola Responsibilities:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.

#### City of Texarkana Responsibilities:

- None.

#### Completion Criteria:

- FNE shipped to either the field or the staging facility.

## 2.6.2 Manufacture Non-Motorola Equipment

### Motorola Responsibilities:

- Manufacture (third party equipment suppliers) non-Motorola equipment necessary for the system based on equipment order.

### City of Texarkana Responsibilities:

- None.

### Completion Criteria:

- Ship non-Motorola manufactured equipment to the field and/or the staging facility.

## 2.6.3 Ship to Staging (Milestone)

- Ship all equipment needed for staging to Motorola's factory staging facility (CCSi).

## 2.6.4 Stage System

### Motorola Responsibilities:

- Set up and rack the system equipment on a site-by-site basis, as it will be configured in the field at the transmitter/receiver site.
- Cut and label cables according to the approved CDR documentation.
- Label the cables with to/from information to specify interconnection for field installation and future servicing needs.
- Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems.)
- Assemble required subsystems to assure system functionality.
- Power up, program, and test all staged equipment.
- Confirm system configuration and software compatibility to the existing system.
- Load application parameters on all equipment according to input from Systems Engineering.
- Complete programming of the Fixed Network Equipment.
- Inventory the equipment with serial numbers and installation references.
- Complete system documentation.
- Third party subsystems may be staged at the manufacturer's facilities and integrated in the field.
- Provide a Factory Acceptance Test Plan.

### City of Texarkana Responsibilities:

- Provide information on existing system interfaces as required.
- Provide information on existing room layouts or other information necessary for the assembly to meet field conditions.
- Review and approve proposed Factory Acceptance Test Plan

Completion Criteria:

- System staging completed and ready for testing.

## 2.6.5 Perform Staging Acceptance Test Procedure

Motorola Responsibilities:

- Test and validate system software and features.
- Functional testing of standard system features.
- Conduct site and system level testing.
- Power-up site equipment and perform standardized functionality tests.
- Perform system burn-in 24 hours a day during staging to isolate and capture any defects.
- Perform Texarkana-witnessed tests based upon Factory Acceptance Test Plan, (when required).

City of Texarkana Responsibilities:

- Attend Factory Acceptance Testing, (if desired).
- Pay for travel, lodging, meals, and all incidental expenses for Texarkana personnel and representatives to witness the Factory Acceptance Testing.

Completion Criteria:

- Approve Factory Acceptance Testing.

## 2.6.6 Ship Equipment to Field

Motorola Responsibilities:

- Pack system for shipment to final destination.
- Arrange for shipment to the field.

City of Texarkana Responsibilities:

- None.

Completion Criteria:

- Equipment ready for shipment to the field.

## 2.6.7 CCSi Ship Acceptance (Milestone)

- All equipment shipped to the field.





## 2.7 CIVIL WORK

### 2.7.1 Site Development at New Boston Road Site

#### Site Scope Summary:

- Engineering services for site drawings and regulatory approvals—Included.
- Existing tower to be used for antennas—400-foot Guyed Tower.

#### Motorola Responsibilities:

##### Site Engineering

- Prepare site construction drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare record drawings of the site showing the as-built information.
- If necessary, perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility “may have a significant environmental impact” and thus require additional documentation, submittals, or work.
- Provide a structural engineering analysis for antenna support structure, if necessary, to support the proposed antenna system. If the tower structure fails the analysis, the cost of any site relocation or modifications to the tower required to support the antenna system will be the responsibility of Texarkana. NOTE: This task does not include materials testing, geotechnical investigation, and/or other field investigation to acquire the data. If applicable, these tasks will be noted separately in the SOW.
- Provide tower climbing and tower mapping services to collect information about structural members and existing equipment.
- Preparation, submission and tracking of application for local permit fees (electrical, etc.) and procurement of information necessary for filing.

##### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Antenna and Transmission Line Installation

- Install 2 antenna(s) for the RF system.
- Supply and install 2 heavy duty mount(s) for Bogner antennas.
- Install 1 tower top amplifier(s).
- Install up to 370 linear feet of 1/2-inch transmission line.
- Install up to 370 linear feet of 7/8-inch transmission line.
- Install up to 370 linear feet of 1-5/8-inch transmission line.
- Perform sweep tests on transmission lines.
- Provide and install attachment hardware for supporting transmission lines on the antenna support structure every three feet.

#### City of Texarkana Responsibilities:

- Motorola assumes that City of Texarkana has read the March 6, 2009 Safety Alert for Operators (SAFO) issued by the Federal Aviation Authority which was attached to the proposal. City of Texarkana is responsible for evaluating the SAFO and its recommendations and is responsible for determining the appropriate course of action. Further, City of Texarkana is responsible for electing to install and use LED lights on the communication towers. Motorola bears no responsibility for monitoring or communicating FAA alerts or memos. City of Texarkana will continue to monitor FAA alerts and memos as it deems appropriate. Motorola disclaims any and all liability for any claims of any nature arising from or related to installation or use of certain LED lights on towers. SAFO Document:  
[http://www.faa.gov/other\\_visit/aviation\\_industry/airline\\_operators/airline\\_safety/safo/all\\_safos/media/2009/SAFO09007.pdf](http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/safo/all_safos/media/2009/SAFO09007.pdf) Please note if the City of Texarkana intends to implement the FAA SAFO recommendation, Motorola will be able to provide a separate quote as an alternative solution to the lighting system specified that weaves infra-red and LED lighting together so the light is visible with night vision goggles.
- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the City of Texarkana desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's Standards and Guidelines for Communication Sites (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the City of Texarkana does not have a copy of Motorola's Standards and Guidelines for Communication Sites (R56) v 2005, one will be provided.]
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the City of Texarkana's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the City of Texarkana shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the City of Texarkana will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.

- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the structure and site location(s) along with geotechnical report(s) for Motorola to conduct a structural analysis.
- Provide support facilities for the antenna cables (cable ladder, entry ports) from the antenna to the equipment room.
- Provide space, HVAC, backup power (UPS, generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.

#### Assumptions:

If any of the following Motorola assumptions are found to be incorrect, Motorola will evaluate the impact to the project scope, cost and schedule and inform Texarkana of a potential change order:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.)
- Pricing has been based on National codes such IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the City of Texarkana.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- As applicable (based on local jurisdictional authority), the City of Texarkana will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- AM detuning or electromagnetic emission studies will not be required.
- Protective grating over microwave dishes or the communications shelter has not been included in this proposal.
- Structural and foundation drawings of the antenna support structure will be made available to preclude the need for ultrasonic testing or mapping of existing tower structural members.
- Lead paint testing of existing painted towers has not been included.
- On the existing tower, the antenna locations for the proposed antenna system design will be available at the time of installation.





- The site has adequate utility service to support the proposed equipment loading. Utility transformer upgrades or step-up or down transformers will not be required.
- The existing antenna support structure is structurally capable of supporting the new antenna, cables, and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind, and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- The existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Structural analyses for towers or other structures that have not been performed by Motorola will relinquish Motorola from any responsibility for the analysis report contents and/or recommendation therein.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The site will have adequate room for installation of proposed equipment, based on applicable codes and Motorola's R56 standards.
- The existing utility service and backup power facilities (UPS, generators) have sufficient extra capacity to support the proposed new equipment load.
- A clear obstruction-free access exists from the antenna location to the equipment room.

#### Completion Criteria:

- Site development is completed for the New Boston Road site and is approved by the City of Texarkana.

## 2.7.2 Site Development at Police Dept CRC Dispatch Site

#### Site Scope Summary:

- Engineering services for site drawings and regulatory approvals—Included.
- Existing tower to be used for antennas—90-foot Rooftop.

#### Motorola Responsibilities:

##### Site Engineering

- Prepare site drawings, showing the layout of various new and existing site components.
- Conduct site walks to collect pertinent information from the sites (e.g., location of Telco, power, existing facilities, etc.)
- Prepare a lease exhibit and sketch of the site to communicate to the property owner the proposed lease space and planned development at the particular site location.
- Prepare record drawings of the site showing the as-built information.





- If necessary, perform National Environmental Policy Act (NEPA) Threshold Screening, including limited literature and records search and brief reporting, as necessary to identify sensitive natural and cultural features referenced in 47 Code of Federal Regulations (CFR) Chapter 1, subsection 1.1307 that may be potentially impacted by the proposed construction activity. This does not include the additional field investigations to document site conditions if it is determined that the proposed communication facility "may have a significant environmental impact" and thus require additional documentation, submittals, or work. Perform a cultural resource study, as needed to identify sensitive historical and archaeological monuments that might be impacted by proposed construction.
- Provide a structural engineering analysis, if necessary, to support the proposed the proposed equipment loads.
- Preparation, submission and tracking of application for local permit fees (electrical, building etc.) and procurement of information necessary for filing.

#### Site Preparation

- Provide one-time mobilization costs for the construction crews. Any remobilization due to interruptions/delays that are out of Motorola's control will result in additional costs.

#### Existing Facility Improvement Work

- Supply and install 25 20-amp breakers in the distribution panel and wire to outlets located on an average within 35 cable feet.
- Supply and install 24-inch-wide cable runway (up to 60 linear feet) inside the existing room.
- Supply and install cable entry panels with 6 ports.
- Install ground halo and ground all metallic objects in the new equipment room to meet current Motorola's Standards and Guidelines for Communications Sites (R56) requirements and terminate near equipment locations.
- Supply and install 2 copper ground buss bar(s).
- Supply and install 1 telco board (48 inch x 96 inch).
- Supply and install "No smoking" EME signage at the site.
- Supply and install sensors for alarming (Fire, Smoke, Hi/Lo temp, door intrusion), punch block and wiring of contact closures to alarm block.

#### Miscellaneous Work

- Structural floor loading analysis.



### City of Texarkana Responsibilities:

- Motorola assumes that Customer has read the March 6, 2009 Safety Alert for Operators (SAFO) issued by the Federal Aviation Authority which was attached to the proposal. Customer is responsible for evaluating the SAFO and its recommendations and is responsible for determining the appropriate course of action. Further, Customer is responsible for electing to install and use LED lights on the communication towers. Motorola bears no responsibility for monitoring or communicating FAA alerts or memos. Customer will continue to monitor FAA alerts and memos as it deems appropriate. Motorola disclaims any and all liability for any claims of any nature arising from or related to installation or use of certain LED lights on towers. SAFO Document: [http://www.faa.gov/other\\_visit/aviation\\_industry/airline\\_operators/airline\\_safety/safo/all\\_safo/midia/2009/SAFO09007.pdf](http://www.faa.gov/other_visit/aviation_industry/airline_operators/airline_safety/safo/all_safo/midia/2009/SAFO09007.pdf) Please note if the Customer intends to implement the FAA SAFO recommendation, Motorola will be able to provide a separate quote as an alternative solution to the lighting system specified that weaves infra-red and LED lighting together so the light is visible with night vision goggles.
- If required, prepare and submit EME plans for the site (as a licensee) to demonstrate compliance with FCC RF Exposure guidelines. [Note: Should the customer desire guidance with this task, Motorola is able to recommend resources. Additionally, Appendix A of Motorola's Standards and Guidelines for Communication Sites (R56) discusses Electromagnetic Energy and provides a basic methodology for structuring an FCC compliant program. If the customer does not have a copy of Motorola's Standards and Guidelines for Communication Sites (R56) v 2005, one will be provided.]
- As applicable, coordinate, prepare, submit, and pay for all required permits and inspections for the work that is the Customer's responsibility.
- Review and approve site design drawings within 7 calendar days of submission by Motorola or its subcontractor(s). Should a re-submission be required, the Customer shall review and approve the re-submitted plans within 7 calendar days from the date of submittal.
- Provide personnel to observe construction progress and testing of site equipment according to the schedule provided by Motorola.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Provide property deed or lease agreement, and boundary survey, along with existing as-built drawings of the site and site components to Motorola for conducting site engineering.
- Arrange for space on the structure for installation of new antennas at the proposed heights on designated existing antenna-mounting structures.
- Provide as-built structural and foundation drawings of the building for Motorola to conduct a structural analysis.
- Provide space, HVAC, backup power (generator), outlets, grounding, surge suppression, lighting, fire suppression and cabling facilities for the equipment room per Motorola's R56 specifications. Ceiling and cable tray heights in the equipment rooms should be such as to accommodate 7-1/2-foot equipment racks, and the ceiling should be 9 feet or greater.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Confirm that the existing generator is sufficient to support the new equipment and ancillary equipment loads.



- If required, provide any physical improvements (walls, roofing, flooring, painting, etc.) necessary to house the equipment in the existing room.

#### Assumptions:

If any of the following Motorola assumptions are found to be incorrect, Motorola will evaluate the impact to the project scope, cost and schedule and inform Texarkana of a potential change order:

- No prevailing wage, certified payroll, mandatory union workers or mandatory minority workers are required for this work.
- All work is assumed to be done during normal business hours as dictated by time zone (Monday thru Friday, 7:30 a.m. to 5:00 p.m.)
- Pricing has been based on National codes such as IBC or BOCA. Local codes or jurisdictional requirements have not been considered in this proposal.
- Hazardous materials are not present at the work location. Testing and removal of hazardous materials, found during site investigations, construction or equipment installation will be the responsibility of the customer.
- A maximum of 30 days will be required for obtaining approved building permits from time of submission.
- If extremely harsh or difficult weather conditions delay the site work for more than a week, Motorola will seek excusable delays rather than risk job site safety.
- As applicable (based on local jurisdictional authority), the Customer will be responsible for any installation or up-grades of the electrical system in order to comply with NFPA 70, Article 708.
- Existing facility has an adequate ground system with a ground resistance of 10 ohms or less.
- Existing antenna support structures are structurally capable of supporting the new antenna, cables and ancillary equipment proposed and will not need to be removed or rebuilt at the existing site. The tower or supporting structure meets all applicable EIA/TIA-222 structural, foundation, ice, wind and twist and sway requirements. Motorola has not included any cost for structural or foundation upgrades to the antenna support structure.
- Existing cable support facilities from the antenna to the cable entry port can be used for supporting the new antenna cables.
- Alarming at existing sites will be limited to new component installations and will have to be discussed and agreed to on a site-by-site basis.
- The existing utility service and backup power facilities (generators) have sufficient extra capacity to support the proposed new equipment load.
- The floor can support the proposed new loading. Physical or structural improvements to the existing room will not be required.



#### Completion Criteria:

- Site development completed per issued for construction (IFC) construction drawings, project requirements, contractual obligations (including any customer/Motorola approved changes) and approved by the City of Texarkana.
- This shall be confirmed by contractor and reviewed with Motorola construction manager and project manager before inspections occur.
- All jurisdictional and contractual required testing and inspections to be performed by the contractor. (Contractual testing and inspections defined and agreed to with project team and customer prior to project kick off; vendor solely responsible for conducting, coordinating and paying for all jurisdictional testing and inspections).

## 2.8 SYSTEM INSTALLATION

### 2.8.1 Install Fixed Network Equipment

#### Motorola Responsibilities

- Motorola will be responsible for the installation of all fixed equipment contained in the equipment list and outlined in the System Description based upon the agreed to floor plans, at the sites where the physical facility improvement is complete and the site is ready for installation. All equipment will be properly secured to the floor and installed in a neat and professional manner, employing a standard of workmanship consistent with its own R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA), and FCC standards and regulations.
- For installation of the fixed equipment at the various sites, Motorola will furnish all cables for power, audio, control, and radio transmission to connect the Motorola supplied equipment to the power panels or receptacles and the audio/control line connection point.
- During field installation of the equipment, any required changes to the installation will be noted and assembled with the final 'as-built' documentation of the system.
- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola's R56 standards.
- Will interface with the following network connections: T1 or Ethernet Links.
- Will remove existing equipment.
- Will relocate existing equipment to a location designated by Texarkana.
- Will not dispose of existing equipment.

#### City of Texarkana Responsibilities:

- Provide secure storage for the Motorola-provided equipment, at a location central to the sites. Motorola coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.



The following is a list of equipment Motorola will provide and install at each site.

#### 2.8.1.1 New Boston Road RF Site

##### RF Site Components:

- Two GGM 8000 Gateways.
- Two Site LAN Switches.
- TX Antenna System:
  - One Sinclair 11.5dbd Omni-directional antenna.
  - 1 5/8-inch Transmit transmission line.
- RX Antenna System:
  - One Sinclair 11.5dbd Omni-directional antenna.
  - 7/8-inch Receive transmission line.
  - 1/2-inch LDF test line.
  - One Tower Top Amplifier with Control Unit.
- One GTR ESS sub-systems with six 700/800 MHz radios.
- One 7.5-foot high, 19-inch wide racks.

#### 2.8.1.2 MCC 7500 Console Installation at the CRC Dispatch Center

##### Dispatch Site components:

- Three (3) Conventional Channel Gateways (CCGW).
- One (1) Network Management (NM) Client Terminal—Monitor to be supplied by the City of Texarkana.
- One (1) GCP 8000 Conventional Site Controller (CSC).
- Two (2) HP 2610, 24 port LAN Switches.
- Two (2) GGM 8000 Site Routers.
- One (1) SDM 3000 for MCC 7500 AUX I/O.
- Three (3) 7.5-foot high, 19-inch wide racks.
- Four (4) MCC 7500 console positions each of which includes:
  - One (1) MCC 7500 Voice Processing Module (VPM)—corresponding PC and monitor to be provided by the City.
  - Two (2) desktop speakers.
  - Two (2) headset jacks.
  - One (1) gooseneck microphone.
  - One (1) dual pedal footswitch.
  - One (1) dual channel Instant Recall Recorder (IRR) license.
- One (1) set of accessory spares which includes:
  - Two (2) desktop speakers.
  - Two (2) headset jacks.
  - One (1) gooseneck microphone.



**Motorola Responsibilities:**

- Install the four (4) position MCC 7500 console in the customer provided console furniture.
- Install the other identified Dispatch site equipment as listed.
- Connect Texarkana-supplied, previously identified circuits into the console, to a demarcation point located within 25 feet of the console interface.
- Install a dedicated Local Area Network (LAN) at the dispatch center to connect the proposed console positions.
- Perform the console programming, based on the existing console templates.

**City of Texarkana Responsibilities:**

- Provide demarcation point located within 25 feet of the console interface.
- Connect any dispatch site alarms to a demarcation punch block.
- Provide adequate space in the electrical closet to accommodate the equipment and electrical sub-panel.
- Provide adequate main AC power and UPS.
- Provide a clear wiring routing path for the 120V circuits to the new equipment.

**Completion Criteria:**

- Console installation completed and accepted by Texarkana.

**2.8.2 Fixed Network Equipment Installation Complete**

- All fixed network equipment installed and accepted by Texarkana.

**2.8.3 System Installation Acceptance (Milestone)**

- All equipment installations are completed and accepted by Texarkana.

**2.9 SYSTEM OPTIMIZATION****2.9.1 Optimize System FNE****Motorola Responsibilities:**

- Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.
- Verify that all audio and data levels are at factory settings.
- Check forward and reflected power for all radio equipment, after connection to the antenna systems, to verify that power is within tolerances.
- Motorola and its subcontractors optimize each subsystem.
- Check audio and data levels to verify factory settings.
- Verify communication interfaces between devices for proper operation.



- Test features and functionality are in accordance with manufacturers' specifications and that they comply with the final configuration established during the CDR/system staging.
- Install and integrate the RF sites with the system, then optimize and activate master site controller.
- Integrate the consoles and RF sites into the system to ensure proper operation.
- Setup the consoles on the new radio system to perform the dispatching operation.

**City of Texarkana Responsibilities:**

- Provide access/escort to the sites.
- Provide required radio ID and alias information to enable alias database setup for interface to console.
- Define the logging recorder tracks by talkgroup.
- Dispatchers to use the existing conventional system icons for dispatching until cutover.

**Completion Criteria:**

- System FNE optimization is complete.

## 2.9.2 Link Verification

**Motorola Responsibilities:**

- Perform test to verify site link performance, prior to the interconnection of the Motorola-supplied equipment to the link equipment.

**City of Texarkana Responsibilities:**

- Make available the required links which meet the specifications supplied by Motorola at the CDR.

**Completion Criteria:**

- Link verification successfully completed.

## 2.9.3 Optimization Complete

- System optimization is completed. Motorola and Texarkana agree that the equipment is ready for acceptance testing.

## 2.10 AUDIT AND ACCEPTANCE TESTING

### 2.10.1 Perform R56 Audit

**Motorola Responsibilities:**

- Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations
- Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola's R56 Standards and Guidelines for Communication Sites.

**City of Texarkana Responsibilities:**

- Provide access/escort to the sites.
- Witness tests, (if desired).

**Completion Criteria:**

- All R56 Standards and Guidelines for Communication Sites audits completed successfully.

**2.10.2 Perform Equipment Testing****Motorola Responsibilities:**

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola (or Texarkana) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

**City of Texarkana Responsibilities:**

- Witness tests if desired.

**Completion Criteria:**

- Successful completion of equipment testing.

**2.10.3 Perform Functional Testing****Motorola Responsibilities:**

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to Texarkana for review.
- Resolve any minor task failures before Final System Acceptance.

**City of Texarkana Responsibilities:**

- Witness the functional testing.

**Completion Criteria:**

- Successful completion of the functional testing.
- Texarkana approval of the functional testing.

**2.10.4 System Acceptance Test Procedures (Milestone)**

- Texarkana approves the completion of all the required tests.





## 2.11 SUBSCRIBER INSTALLATION

Motorola is providing new mobiles and portables for the various agencies. These subscribers will replace the existing radios which are not capable of working on a P25 system. Each new subscriber comes with a two year warranty. All proposed subscribers are equipped with 9600 trunking capability as well as 3600/9600 interoperability. Also, included is the Flash upgrade of identified existing subscribers.

Motorola will supply, program and install portables and mobiles radios or Flash upgrade with the types and quantities of subscriber units listed:

### New Subscribers—Qty 92

- Qty (15) APX 6000XE portable radios for the City of Texarkana Fire Department.
- Qty (65) APX 6000 new portable radios for the City of Texarkana Police Department and Public Works.
- Qty (12) APX 6500 mobile radios for all departments.

### Flash Upgrade Subscribers—Qty 230

- Flash upgrades are included within this proposal to provide ASTRO 25 Digital CAI and P25 9600 Baud Trunking operation for 230 existing APX/XTS/XTL model portable and mobile subscribers.
- Flash Installs are provided for City of Texarkana radios units only. While flash kits are being provided to be used for County Radio Users, any services related to those flashes are not included in this contract and/or pricing.
- Each new subscriber radio must be assigned to an individual, vehicle, or fixed location. The radio assignments will be tracked with the subscriber radio inventory. The inventory file will also include each subscriber radios' assigned template. Motorola or its subcontractor will program the assigned existing template into each subscriber radio.
- Subscribers will be programmed with Texarkana approved programming templates. A "one time only" programming is quoted in this proposal to add the new system into the radios. Additional subscribers may be programmed via a change order at the prevailing rate. Motorola will inventory and record all serial numbers of the new subscribers.
- All subscriber units—portables and mobiles will be pre-programmed using the existing templates provided by Texarkana. After the portables and mobiles are programmed, Texarkana subscriber radios are ready for installation. Motorola will install the mobiles in the vehicles as per the installation schedule created during the CDR, when they arrive at the installation facility accompanied by the user. After programming, all portable radios will be released to Texarkana for distribution.
- As for the Flash upgrades, Motorola will test all existing subscriber units for proper operation prior to the Flash upgrade and programming. Any existing subscriber unit that does not meet the minimum operating specifications will be set aside and returned to Texarkana for the resolution of the problem.
- Should removal of existing radios or a separate trip to remove any existing radios be necessary, such additional work will be accommodated via a Change Order.



## 2.11.1 Program and Install Mobiles and Flash Upgrade existing Mobiles

### Motorola Responsibilities:

- Program test the new mobiles with each selected template version and activate them on the system.
- Pass all features and functionalities of the mobile template.
- Once all templates and client software is tested and approved by Texarkana, Motorola requests template acceptance sign-off.
- Program the new mobiles, as identified in the equipment list, in accordance with the Texarkana-provided programming templates, client software, and fleetmap.
- Work with the City of Texarkana to develop and approve prototypes for each type of mobile installation.
- Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.
- The following guidelines are followed during installation:
  - A “one-time only” programming charge is included in the project price.
  - Installations utilize the standard mobile mounting hardware provided with the type of unit.
  - Obtain main power leads from a voltage source as supplied in the mobiles.
  - Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. Install the antennas on the roof, where practical, on the new antenna installations.
  - Motorola will determine an alternative location whenever the antennas cannot be installed on the roof.
  - Plug the old antenna hole with an appropriate rubber plug if the antenna requires a new location on the vehicle.
  - Remove the existing mobiles from the vehicles at the time of installation of new radios.
- Test existing identified mobile radios for proper operation. If the unit(s) meet the minimum operating specifications, then flash upgrade and program.

### City of Texarkana Responsibilities:

- Test and verify each feature selected during the CDR process.
- Approve successful testing of each feature by initialing each test shown on the test script.
- Provide adequate number of vehicles for installations according to the project/installation schedule.
- If any installations require variations from the approved plan, Texarkana must approve, before proceeding with the variance.
- Prior to subscriber flash upgrade (“Texarkana”) will perform all appropriate preventative maintenance on the subscriber radios within 24 months prior to cutover and ensure the radios are in good working order. Preventative Maintenance would include calibration and tuning to ensure the radios are operating within manufacturer’s specifications.

**Completion Criteria:**

- All mobiles are programmed successfully and approved by the City of Texarkana.

## 2.11.2 Mobile Radio Installations

For each agency's mobile radio installations, the end-users shall provide adequate indoor or covered installation facilities. Motorola will travel to each end-user agency and install that agency's mobile radios. The installation facilities must provide adequate shelter, air flow, electricity, lighting, and space. Prior to radio installations, all hazardous materials shall be removed from the work areas or properly stored.

Each agency providing vehicles receiving new mobile radios must insure the vehicles are clean and safe for the radio installation personnel. At a minimum, each agency shall provide the following:

- Provide a point of contact responsible for the vehicles. The contact shall have authority to drive or relocate the vehicles.
- The vehicle should be in good working condition. Any vehicle deficiencies found during installation will be identified to the agency contact person or vehicle driver.
- Define where in the vehicle the new radio is to be located.
- Adequate dash space for the radio or control head(s).
- Proper DC power—12 Volts DC (nominal) negative ground.
- Remove all trash and debris from the vehicle's work area.
- Insure the cable paths for DC power, speaker, and antenna coax are unobstructed and accessible.
- Remove all hazardous materials from the installation areas and vehicles or properly store the material.
- Remove all sharps, drugs, drug paraphernalia, contraband, and other hazards from the vehicle and work areas.
- Remove or properly secure all weapons and ammunition.
- For all public works and trash collection vehicles, insure the vehicle is clean and sanitized.

**Completion Criteria:**

- All mobiles are installed successfully and approved by the City of Texarkana.

## 2.11.3 Program/Flash Upgrade and Distribute Portables

**Motorola Responsibilities:**

- Program test portables with each template version and activate them on the system.
- Once all templates and client software is tested and approved by Texarkana, Motorola requests written approval of template acceptance.
- Program all the new portables, as identified in the equipment list, based upon Texarkana's approved programming templates, client software, and fleetmap. A "two-time only" programming is included in the project pricing.
- Test existing identified portable radios for proper operation. If the unit(s) meet the minimum operating specifications, then flash upgrade and program.



- Deliver units to authorized Texarkana personnel and inventory upon receipt.

#### City of Texarkana Responsibilities:

- Approve final template(s) and initiate portable programming.
- Upon receipt of portables, a Texarkana-authorized signatory acknowledges receipt of all portables and accessories and proper operation of a sampling of portables.
- Prior to subscriber flash upgrade ("Texarkana") will perform all appropriate preventative maintenance on the portable subscriber radios within 24 months prior to cutover and ensure the radios are in good working order. Preventative Maintenance would include calibration and tuning to ensure the radios are operating within manufacturer's specifications.
- Distribute the portables to end-users.

#### Completion Criteria:

- All portables are successfully programmed and approved by the City of Texarkana.

### 2.11.4 Subscribers Complete

- All Subscribers are programmed and/or distributed/installed successfully, and approved by the City of Texarkana.

## 2.12 FINALIZE

### 2.12.1 Cutover

#### Motorola Responsibilities:

- Motorola and Texarkana develop a mutually agreed upon cutover plan based upon discussions held during the CDR.
- During cutover, follow the written plan and implement the defined contingencies, as required.
- Conduct cutover meeting(s) with user group representatives to address both how to mitigate technical and communication problem impact to the users during cutover and during the general operation of the system.

#### City of Texarkana Responsibilities:

- Attend cutover meetings and approve the cutover plan.
- Notify the user group(s) affected by the cutover (date and time).
- Conduct a roll call of all users working during the cutover, in an organized and methodical manner.
- Ensure that all Subscriber users are trained and the Subscribers have been activated on the system.
- Provide Motorola with the subscriber information for input into the system database, for activation.

#### Completion Criteria:

- Successful migration from the old system to the new system.





## 2.12.2 Resolve Punchlist

### Motorola Responsibilities:

- Work with Texarkana to resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.

### City of Texarkana Responsibilities:

- Assist Motorola with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist item(s).

### Completion Criteria:

- All punchlist items resolved and approved by Texarkana.

## 2.12.3 Transition to Service/Project Transition Certificate

### Motorola Responsibilities:

- Review the items necessary for transitioning the project to warranty support and service.
- Provide a City of Texarkana Support Plan detailing the warranty and post-warranty support, if applicable, associated with the Contract equipment.

### City of Texarkana Responsibilities:

- Participate in the Transition Service/Project Transition Certificate (PTC) process.

### Completion Criteria:

- All service information has been delivered and approved by Texarkana.

## 2.12.4 Finalize Documentation

### Motorola Responsibilities:

- The documentation will be limited to the following:
  - Functional Acceptance Test Plan test sheets and results.
  - Equipment Inventory List.
  - ATP Test Checklists.
  - System Block Diagram.
  - RF Site Floor Plan.
  - RF Site Rack Face.
  - Antenna Network Drawings for RF Sites, (where applicable).
  - Site Block Diagrams.
- Provide a console operator manual at every dispatch center.

### City of Texarkana Responsibilities:

- Receive and approve all documentation provided by Motorola

**Completion Criteria:**

- All required documentation is provided and is approved by the City of Texarkana.

## 2.12.5 Final Acceptance (Milestone)

- All deliverables completed, as contractually required.
- Final System Acceptance received from Texarkana.

## 2.13 PROJECT ADMINISTRATION

### 2.13.1 Project Status Meetings

**Motorola Responsibilities:**

- Motorola Project Manager, or designee, will attend all project status meetings with Texarkana, as determined during the CDR.
- Record the meeting minutes and supply the report.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either Texarkana or Motorola.

**City of Texarkana Responsibilities:**

- Attend meetings.
- Respond to issues in a timely manner.

**Completion Criteria:**

- Completion of the meetings and submission of meeting minutes.

### 2.13.2 Progress Milestone Submittal

**Motorola Responsibilities:**

- Submit progress milestone completion certificate/documentation.

**City of Texarkana Responsibilities:**

- Approve milestone, which will signify confirmation of completion of the work associated with the scheduled task.

**Completion Criteria:**

- Texarkana approval of the Milestone Completion document(s)



### 2.13.3 Change Order Process

- **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

## Exhibit C

### Technical and Implementation Documents

C-3 "Warranty and Maintenance Plan" dated July 29, 2015 [pages 3-1 – 3-8]



## SECTION 3

# WARRANTY AND MAINTENANCE PLAN

Motorola has over 80+ years of experience supporting mission critical communications for public safety and public service agencies. Motorola's technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

## 3.1 THE MOTOROLA SERVICE DELIVERY TEAM

### 3.1.1 Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Authorized Servicer's functions.

### 3.1.2 Motorola System Technologists

The Motorola System Technologists (ST) are available to assist Motorola's Authorized Servicers when needed for network health and operations.

### 3.1.3 Motorola System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are provided by the System Support Center:

- Network Monitoring.
- Dispatch Service.
- Infrastructure Repair with Advanced Replacement.
- Technical Support.

#### Motorola has proven experience to deliver mission critical network support

- Extensive Experience—Motorola has over 80+ years of experience supporting mission critical communications and the Public Safety community.
- Capacity to Respond—Motorola's network of local service centers, repair depots, system support center and parts support enable Motorola to provide quick and effective service delivery.
- Flexibility and Scalability—Motorola's Support Plans are customized to meet individual Customer needs.
- Skills and Process—Motorola uses a well-established, structured, and disciplined approach to provide service delivery. Motorola's team of well-trained and committed people understands the communications technology business.



### 3.1.4 Motorola Local Service Provider

Motorola's authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola's authorized service centers are assessed annually for technical and administrative competency.

Motorola places great emphasis on ensuring that communications systems, such as the one proposed for Bowie County, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola offers customized warranty and post-warranty services as outlined in this section.

## 3.2 WARRANTY AND ABOVE-WARRANTY SERVICES

Motorola will provide warranty services per the standard warranty terms and conditions as outlined within the System Purchase Agreement (SPA). In addition to the warranty services, Motorola will provide at no charge during the Warranty Period above-warranty services that are described generally below. A full description and Statement of Work describing the services that will be provided are available upon request.

### 3.2.1 Dispatch Service

Motorola's Dispatch Service ensures that trained and qualified technicians are dispatched to diagnose and restore your communications network. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been resolved, the System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

### 3.2.2 On-Site Infrastructure Response

Motorola On-Site Infrastructure Response provides local, trained and qualified technicians who arrive at your location to diagnose and restore your communications network. Following proven response and restore processes, Motorola Dispatch contacts the local authorized service center in your area and dispatches a qualified technician to your site. An automated escalation and case management process ensures that technician site arrival and system restoration comply with contracted response times. The field technician restores the system by performing first level troubleshooting on-site. If the technician is unable to resolve the issue, the case is escalated to the System Support Center or product engineering teams as needed.

### 3.2.3 Network Preventative Maintenance

Network Preventative Maintenance provides an operational test and alignment on your infrastructure or fixed network equipment to ensure that it meets original manufacturer's specifications. Trained technicians:

- Physically inspect equipment.
- Remove dust and foreign substances.
- Clean filters.
- Measure, record, align and adjust equipment to meet original manufacturer's specifications.

This service is performed based on a schedule agreed upon between you and Motorola. Network Preventative Maintenance proactively detects issues that may result in system malfunctions and operational interruptions.

### 3.2.4 Infrastructure Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

### 3.2.5 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with our Advanced Replacement upgrade supplements your spares inventory with Motorola's centralized inventory of critical equipment. In advance of Motorola repairing the malfunctioning unit, a replacement unit is sent to you within 24 hours to ensure a spare unit is available. Upon receipt of the malfunctioning unit, Motorola repairs the unit and replace it in our centralized inventory.



### 3.2.6 Technical Support Service

Motorola Technical Support service provides an additional layer of support through centralized, telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities. Technical Support is delivered by the System Support Center (SSC). The SSC is staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of network performance issues. These technologists have access to a solutions database as well as in house test labs and development engineers. Technical Support cases are continuously monitored against stringent inbound call management and case management standards to ensure rapid and consistent issue resolution. Technical Support service translates into measurable, customer-specific metrics for assured network performance and system availability.

### 3.2.7 Network Monitoring Service

Network Monitoring Service can help keep your network at optimum availability so it is ready to serve mission critical communications needs. By watching over the network continuously, Network Monitoring Service takes action whenever needed, and resolves network problems. We often intervene and correct the problem before you even know a problem exists. Network Monitoring Service provides improved productivity and enhanced network performance, which in turn helps to increase your technology Return-On-Investment.

Using a combination of network monitoring software, automated alerts, and remote diagnostics inquiries, our System Support technologists actively monitor your network to maximize network uptime and overall preparedness for the expected and unexpected. Upon receiving an alert, our team immediately performs a series of diagnostics to assess the problem. Often the situation can be resolved remotely, but when additional attention is required, local field technicians are dispatched immediately to your site to achieve restoration.

Motorola's Network Monitoring service is a vital component of an intelligent communication support plan that keeps your business operating smoothly, your costs down, and assures maximum preparedness at all times.

Specifically, Network Monitoring Service provides:

- Improved network availability.
- Remote and timely resolution to minimize downtime.
- Cost efficiencies.
- Optimize time at site due to assessment and knowledge transfer before dispatch.
- Minimize unnecessary trips to site.
- Mitigate need for 24x7 operations monitoring center.
- Detailed Reports.

July 29, 2015

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3-4 Warranty and Maintenance Plan

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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### 3.3 LIFE CYCLE SERVICES

#### 3.3.1 Security Update Service (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to your radio network, disrupting mission-critical communications and putting your first responders and citizens at risk. The Motorola Security Update Service assures that commercial anti-virus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with your ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

**Table 3-1: Security Update Services**

|                                | SUS |
|--------------------------------|-----|
| Anti-virus Definition Update   | ✓   |
| Minor Release (patch release)  | ✓   |
| Major Release (system release) |     |
| Hardware Refresh               |     |
| Implementation Services        |     |

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies.

#### 3.3.2 Software Maintenance Agreement (SMA)

Due to normal advancements in technology, individual components within the ASTRO 25 platform will require periodic update and replacement to mitigate network vulnerabilities and address technology obsolescence. The Motorola Software Maintenance Agreement complements the lifecycle of the ASTRO 25 system by providing periodic software updates which safeguard and enhance the operation, and extend the lifespan of the ASTRO 25 system. SMA provides system release software for Motorola and third-party infrastructure products, radio subscriber units (if purchased), product programming software as well as commercial OS patch updates. Additionally, Motorola integrates all third-party OEM updates and pre-tests and certifies functionality and compatibility, mitigating risk of interference to the system operation.

Updated commercial and open source software incorporates the latest advancements in third-party technology and provides improvement in network security. Regular updates ensure commercial software remains within the OEM support coverage and may provide operational enhancements of previously purchased features. SMA not only provides a simple approach to updating the system, but owners can also realize up to 80% cost savings compared to individual procurement of software updates. The fixed price annual subscription also provides an approach for consistent budget planning and cost containment against unexpected changes. SMA is a flexible lifecycle management solution that allows the system owner to implement updates on their own schedule and incur hardware and implementation services expense at the time of upgrade.

### 3.3.3 System Upgrade Agreement (SUA/SUA II)

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system on an annual basis to a level consistent the latest systems leaving the factory.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage.

Table 3-2: System Upgrade Agreement

|                                | SUA II    | SUA       |
|--------------------------------|-----------|-----------|
| Anti-virus Definition Update   |           |           |
| Minor Release (patch release)  | ✓         | ✓         |
| Major Release (system release) | ✓         | ✓         |
| Hardware Refresh               | ✓         | ✓         |
| Implementation Services        | ✓         | ✓         |
| Regional Partner Invoicing     | available | available |
| Major upgrades in 2yr period   | 1         | 2         |

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.





- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.
- Major releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh includes version updates and/or replacements for Motorola FRU and third-party networking and computing hardware.
- Implementation services include all in-house and on-site resources to implement and test major release update.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies.
- SUA II configuration covers one major release upgrade every two years while SUA configuration covers one major release upgrade each year.

### 3.4 POST WARRANTY SERVICES

As Motorola's continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit the City of Texarkana because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

An optional quotation is included in this proposal for years two through ten post-warranty support. Costs associated with software support have not been included in the totals, but are provided separately as an option for selection of the preferred plan.

### 3.5 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola's goal is to provide the City of Texarkana with the qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

**Table 3-3: Summary Warranty/Post Warranty Support Services**

| Above Warranty and Post Warranty Service Overview | Warranty Year | Post Warranty Years 2-10 (Optional) |
|---------------------------------------------------|---------------|-------------------------------------|
| Dispatch Service                                  | ✓             | ✓                                   |
| Onsite Infrastructure Response                    | ✓             | ✓                                   |
| Network Preventative Maintenance                  | ✓             | ✓                                   |
| Infrastructure Repair                             | ✓             | ✓                                   |
| Infrastructure Repair with Advanced Replacement   | ✓             | ✓                                   |
| Technical Support Service                         | ✓             | ✓                                   |
| Network Monitoring Service                        | ✓             | ✓                                   |
| Security Update Services (SUS)                    |               | ✓                                   |
| Software Maintenance Agreement (SMA)              |               | ✓                                   |
| System Upgrade Agreement (SUA/SUA II)             |               | ✓                                   |



## Exhibit C

### Technical and Implementation Documents

C-4 Equipment List/Pricing Summary dated July 29, 2015 [pages 4-3 – 4-20]

| ORG 1                           | ORG 2       | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                        | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|---------------------------------|-------------|-----|---|-----|--------------|----------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| Texarkana Texas Fire Department |             |     |   |     |              |                                                    |                 |                |               |            |                |
| PORTABLE                        | APX 6000    | 1   | - | 15  | H98UCF9PW6 N | APX 6000 700/800 MODEL 2.5 PORTABLE                | \$2,588.00      | \$38,820.00    | 25.0%         | \$1,941.00 | \$29,115.00    |
| PORTABLE                        | APX 6000    | 1   | a | 15  | QA02006      | ENH: APX 6000XE RUGGED RADIO                       | \$800.00        | \$12,000.00    | 25.0%         | \$600.00   | \$9,000.00     |
| PORTABLE                        | APX 6000    | 1   | b | 15  | G996         | ADD: PROGRAMMING OVER P25 (OTAP)                   | \$100.00        | \$1,500.00     | 25.0%         | \$75.00    | \$1,125.00     |
| PORTABLE                        | APX 6000    | 1   | c | 15  | H38          | ADD: SMARTZONE OPERATION                           | \$1,200.00      | \$18,000.00    | 25.0%         | \$900.00   | \$13,500.00    |
| PORTABLE                        | APX 6000    | 1   | d | 15  | H842         | ADD: SINGLE UNIT PACKING                           | \$0.00          | \$0.00         | 25.0%         | \$0.00     | \$0.00         |
| PORTABLE                        | APX 6000    | 1   | e | 15  | Q361         | ADD: P25 9600 BAUD TRUNKING                        | \$300.00        | \$4,500.00     | 25.0%         | \$225.00   | \$3,375.00     |
| PORTABLE                        | APX 6000    | 1   | f | 15  | Q806         | ADD: ASTRO DIGITAL CAI OPERATION                   | \$515.00        | \$7,725.00     | 25.0%         | \$386.25   | \$5,793.75     |
| PORTABLE                        | APX 6000    | 1   | h | 15  | QA01648      | ADD: ADVANCED SYSTEM KEY - HARDWARE                | \$5.00          | \$75.00        | 25.0%         | \$3.75     | \$56.25        |
| PORTABLE                        | APX 6000    | 1   | i | 15  | QA00582      | ALT: LIION IMPRES 4100 MAH FM/CSA IP67 (NNTN7033A) | \$165.00        | \$2,475.00     | 25.0%         | \$123.75   | \$1,856.25     |
| PORTABLE                        | APX 6000    | 1   | k | 15  | QA01427      | ALT: HIGH IMPACT GREEN                             | \$25.00         | \$375.00       | 25.0%         | \$18.75    | \$281.25       |
| PORTABLE                        | APX 6000    | 1   | l | 15  | H886AQ       | ENH: 3 YR SFS LITE                                 | \$125.00        | \$1,875.00     | 0.0%          | \$125.00   | \$1,875.00     |
| PORTABLE                        | BATTERY     | 2   | - | 15  | NNTN7033A    | BATT IMP FM RUGGEDIZED LIION 4100M 4300T BLK       | \$177.00        | \$2,655.00     | 20.0%         | \$141.60   | \$2,124.00     |
| PORTABLE                        | SWIVEL CASE | 3   | - | 15  | PMLN5877A    | APX 6000XE CC 2.75 SWL BL 4200MAH                  | \$65.00         | \$975.00       | 25.0%         | \$48.75    | \$731.25       |
| PORTABLE                        | RSM XE      | 4   | - | 15  | NNTN8203A    | IMPRES XE RSM, FM                                  | \$335.00        | \$5,025.00     | 20.0%         | \$268.00   | \$4,020.00     |

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Pricing Summary 4-3

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1                                                           | ORG 2       | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                       | UNIT LIST<br>(DUP) | EXT LIST<br>(DUP) | HGAC<br>Discount | HGAC Unit  | EXT<br>DISCOUNTED |
|-----------------------------------------------------------------|-------------|-----|---|-----|--------------|---------------------------------------------------|--------------------|-------------------|------------------|------------|-------------------|
| PORTABLE                                                        | MULTI CHG   | 5   | - | 2   | NNTN7073B    | IMPRES MULTI UNIT<br>CHARGER with DISP            | \$1,350.00         | \$2,700.00        | 20.0%            | \$1,080.00 | \$2,160.00        |
| PORTABLE                                                        | TRAVELCHG   | 6   | - | 15  | RLN6434A     | APX TRAVEL<br>CHARGER                             | \$101.00           | \$1,515.00        | 20.0%            | \$80.80    | \$1,212.00        |
| <b>Texarkana Texas Police Department + Public Wrks + Spares</b> |             |     |   |     |              |                                                   |                    |                   |                  |            |                   |
| PORTABLE                                                        | APX 6000    | 7   | - | 65  | H98UCF9PW6 N | APX 6000 700/800<br>MODEL 2.5<br>PORTABLE         | \$2,588.00         | \$168,220.00      | 25.0%            | \$1,941.00 | \$126,165.00      |
| PORTABLE                                                        | APX 6000    | 7   | a | 65  | QA02756      | ADD: 9600<br>TRUNKING OR 3600<br>DIGITAL TRUNKING | \$1,570.00         | \$102,050.00      | 25.0%            | \$1,177.50 | \$76,537.50       |
| PORTABLE                                                        | APX 6000    | 7   | b | 65  | QA01648      | ADD: ADVANCED<br>SYSTEM KEY -<br>HARDWARE KEY     | \$5.00             | \$325.00          | 25.0%            | \$3.75     | \$243.75          |
| PORTABLE                                                        | APX 6000    | 7   | c | 65  | G996         | ADD:<br>PROGRAMMING<br>OVER P25 (OTAP)            | \$100.00           | \$6,500.00        | 25.0%            | \$75.00    | \$4,875.00        |
| PORTABLE                                                        | APX 6000    | 7   | e | 65  | QA01837      | ALT: LIION IMPRES<br>IP67 2900MAH<br>(NNTN7038)   | \$100.00           | \$6,500.00        | 25.0%            | \$75.00    | \$4,875.00        |
| PORTABLE                                                        | APX 6000    | 7   | f | 65  | H886AQ       | ENH: 3 YR SFS LITE                                | \$125.00           | \$8,125.00        | 0.0%             | \$125.00   | \$8,125.00        |
| PORTABLE                                                        | APX 6000    | 7   | h | 65  | H842         | ADD: SINGLE UNIT<br>PACKING                       | \$0.00             | \$0.00            | 25.0%            | \$0.00     | \$0.00            |
| PORTABLE                                                        | BATTERY SP  | 8   | - | 65  | NNTN7038B    | BATT IMP STD IP67<br>LIION 2900M 3100T<br>BLK     | \$142.00           | \$9,230.00        | 20.0%            | \$113.60   | \$7,384.00        |
| PORTABLE                                                        | CHARGER     | 9   | - | 65  | WPLN7080     | APX 7000 IMPRES<br>CG SU APX 7000<br>US/NA/CA/LA  | \$125.00           | \$8,125.00        | 20.0%            | \$100.00   | \$6,500.00        |
| PORTABLE                                                        | SWIVEL CASE | 10  | - | 65  | PMLN5657B    | APX 6000 CC 2.75<br>SWLBL<br>2900&2150MAH         | \$65.00            | \$4,225.00        | 20.0%            | \$52.00    | \$3,380.00        |

July 29, 2015

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4-4 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1    | ORG 2    | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                                   | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|----------|----------|-----|---|-----|--------------|-------------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| PORTABLE | RSM NC   | 11  | - | 65  | PMMN4062A    | APX 7000 IMPRES<br>RSM, NOISE CANC.<br>EMERGENCY<br>BUTTON 3.5MM<br>JACK IP54 | \$107.00        | \$6,955.00     | 20.0%         | \$85.60    | \$5,564.00     |
| MOBILE   | APX 6500 | 12  | - | 12  | M25URS9PW1 N | APX 6500 7800 MHZ<br>MID POWER MOBILE                                         | \$2,194.00      | \$26,328.00    | 25.0%         | \$1,645.50 | \$19,746.00    |
| MOBILE   | APX 6500 | 12  | a | 12  | QA02756      | ENH: 9600 OR 3600<br>SINGLE SYSTEM<br>DIG                                     | \$1,570.00      | \$18,840.00    | 25.0%         | \$1,177.50 | \$14,130.00    |
| MOBILE   | APX 6500 | 12  | b | 12  | QA01648      | ADD: ADVANCED<br>SYSTEM KEY -<br>HARDWARE KEY                                 | \$5.00          | \$60.00        | 25.0%         | \$3.75     | \$45.00        |
| MOBILE   | APX 6500 | 12  | c | 12  | G442         | ADD: O5 CONTROL<br>HEAD                                                       | \$432.00        | \$5,184.00     | 25.0%         | \$324.00   | \$3,888.00     |
| MOBILE   | APX 6500 | 12  | d | 12  | G444         | ADD: APX CONTROL<br>HEAD SOFTWARE                                             | \$0.00          | \$0.00         | 25.0%         | \$0.00     | \$0.00         |
| MOBILE   | APX 6500 | 12  | e | 12  | G67          | ADD: REMOTE<br>MOUNT MID POWER                                                | \$297.00        | \$3,564.00     | 25.0%         | \$222.75   | \$2,673.00     |
| MOBILE   | APX 6500 | 12  | f | 12  | G335         | ADD: ANT 1/4 WAVE<br>762-870 MHz                                              | \$14.00         | \$168.00       | 25.0%         | \$10.50    | \$126.00       |
| MOBILE   | APX 6500 | 12  | g | 12  | W22          | ADD: PALM<br>MICROPHONE                                                       | \$72.00         | \$864.00       | 25.0%         | \$54.00    | \$648.00       |
| MOBILE   | APX 6500 | 12  | h | 12  | B18          | ADD: AUXILIARY<br>SPKR 7.5 WATT                                               | \$60.00         | \$720.00       | 25.0%         | \$45.00    | \$540.00       |
| MOBILE   | APX 6500 | 12  | i | 12  | G398AU       | ENH: 3 YEAR<br>REPAIR SERVICE<br>ADVANTAGE                                    | \$182.00        | \$2,184.00     | 0.0%          | \$182.00   | \$2,184.00     |
| MOBILE   | APX 6500 | 12  | j | 12  | G996         | ENH: OVER THE AIR<br>PROVISIONING                                             | \$100.00        | \$1,200.00     | 25.0%         | \$75.00    | \$900.00       |

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

July 29, 2015  
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Pricing Summary 4-5



| ORG 1                            | ORG 2     | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                                                        | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|----------------------------------|-----------|-----|---|-----|--------------|----------------------------------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| <b>Texarkana Police Existing</b> |           |     |   |     |              |                                                                                                    |                 |                |               |            |                |
| FLASH                            | FLASH     | 13  | - | 230 | T7663        | ANALOG SMARTZONE (Flash Kits shown here are part of 230 flash kits provided at no cost. See below) | \$0.00          | \$0.00         | 20.0%         | \$0.00     | \$0.00         |
| FLASH                            | ASK       | 13  | a | 230 | QA01648AC    | ADD: ADVANCED SYSTEM KEY-HARDWARE KEY FLP                                                          | \$0.00          | \$0.00         | 20.0%         | \$0.00     | \$0.00         |
| FLASH                            | CAI       | 13  | b | 230 | Q808AL       | ADD: ASTRO? DIGITAL CAI OPERATION                                                                  | \$0.00          | \$0.00         | 20.0%         | \$0.00     | \$0.00         |
| FLASH                            | P25       | 13  | c | 230 | Q361AT       | ENH: P25 9600 BAUD TRUNKING                                                                        | \$0.00          | \$0.00         | 20.0%         | \$0.00     | \$0.00         |
| <b>Infrastructure</b>            |           |     |   |     |              |                                                                                                    |                 |                |               |            |                |
| DPS CORE                         | LICENSING | 14  | - | 1   | SQM01SUM0239 | MASTER SITE CONFIG UPGRADE (PROVIDED BY CUSTOMER VIA TEXAS DPS)                                    | \$0.00          | \$0.00         | 18.5%         | \$0.00     | \$0.00         |
| DPS CORE                         | LICENSING | 14  | a | 1   | CA00996Ak    | NM/ZC LICENSE KEY 7.13                                                                             | \$0.00          | \$0.00         | 18.5%         | \$0.00     | \$0.00         |
| DPS CORE                         | LICENSING | 14  | b | 1   | CA00997Ak    | UCS LICENSE KEY 7.13                                                                               | \$0.00          | \$0.00         | 18.5%         | \$0.00     | \$0.00         |
| DPS CORE                         | LICENSING | 14  | c | 1   | CA02106AA    | ASTRO 25 FDMA VOICE SITE                                                                           | \$0.00          | \$0.00         | 18.5%         | \$0.00     | \$0.00         |
| DPS CORE                         | LICENSING | 14  | d | 2   | CA02105AA    | MCC 7500/MCC7100 CONSOLE LIC                                                                       | \$0.00          | \$0.00         | 18.5%         | \$0.00     | \$0.00         |
| NEW BOSTON                       | NETWORK   | 15  | - | 2   | SQM01SUM0205 | GGM 8000 GATEWAY                                                                                   | \$4,200.00      | \$8,400.00     | 10.0%         | \$3,780.00 | \$7,560.00     |
| NEW BOSTON                       | NETWORK   | 15  | a | 2   | CA01619AA    | ADD: DC POWER                                                                                      | \$0.00          | \$0.00         | 10.0%         | \$0.00     | \$0.00         |

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4-6 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2    | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                     | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit   | EXT DISCOUNTED |
|------------|----------|-----|---|-----|--------------|-----------------------------------------------------------------|-----------------|----------------|---------------|-------------|----------------|
| NEW BOSTON | GTR 8000 | 16  | - | 1   | SQM01SUM7054 | GTR 8000 EXPANDABLE SITE SUBSYSTEM                              | \$6,000.00      | \$6,000.00     | 18.0%         | \$4,920.00  | \$4,920.00     |
| NEW BCSTON | GTR 8000 | 16  | a | 1   | CA00855AA    | ADD: 700/800 MHz                                                | \$6,300.00      | \$6,300.00     | 18.0%         | \$5,166.00  | \$5,166.00     |
| NEW BCSTON | GTR 8000 | 16  | b | 1   | X306AC       | ADD: QTY (6) GTR 8000 BASE RADIOS                               | \$71,400.00     | \$71,400.00    | 18.0%         | \$58,548.00 | \$58,548.00    |
| NEW BCSTON | GTR 8000 | 16  | c | 6   | X591AE       | ENH: ASTRO 25 SITE REPEATER SW                                  | \$10,700.00     | \$64,200.00    | 18.0%         | \$8,774.00  | \$52,644.00    |
| NEW BCSTON | GTR 8000 | 16  | d | 1   | CA00861AA    | ADD: CABINET RMC W/CAPABILITY OF 6 BRS                          | \$700.00        | \$700.00       | 18.0%         | \$574.00    | \$574.00       |
| NEW BCSTON | GTR 8000 | 16  | e | 1   | CA00879AA    | ADD: PRIMARY 6 PORT CAVITY COMBINER                             | \$8,400.00      | \$8,400.00     | 18.0%         | \$6,888.00  | \$6,888.00     |
| NEW BOSTON | GTR 8000 | 16  | f | 1   | CA00883AA    | ADD: 800 MHz TX FILTER W/PMU                                    | \$1,000.00      | \$1,000.00     | 18.0%         | \$820.00    | \$820.00       |
| NEW BOSTON | GTR 8000 | 16  | g | 2   | CA00303AA    | ADD: QTY (1) SITE CONTROLLER                                    | \$5,000.00      | \$10,000.00    | 18.0%         | \$4,100.00  | \$8,200.00     |
| NEW BOSTON | GTR 8000 | 16  | h | 2   | CA02212AA    | ADD: ASTRO 25 SITE REPEATER SITE CONTROLLER SOFTWARE VOICE ONLY | \$5,000.00      | \$10,000.00    | 18.0%         | \$4,100.00  | \$8,200.00     |
| NEW BOSTON | GTR 8000 | 16  | i | 1   | X882AH       | ADD: 7.5 FT OPEN RACK, 48RU                                     | \$495.00        | \$495.00       | 18.0%         | \$405.90    | \$405.90       |
| NEW BOSTON | GTR 8000 | 16  | j | 1   | CA02686AA    | ADD: AC DC POWER DISTRIBUTION                                   | \$0.00          | \$0.00         | 18.0%         | \$0.00      | \$0.00         |
| NEW BOSTON | SURGE    | 17  | - | 2   | DSTSJ48CLT   | SPD, RJ-45 OR HARDWIRE CONNECTED FOR T1/E1, PROTECTS 4 WIRES    | \$120.00        | \$240.00       | 10.0%         | \$108.00    | \$216.00       |

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

July 29, 2015  
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Pricing Summary 4-7



| ORG 1      | ORG 2   | LIM | O | QTY | NOMENCLATURE           | DESCRIPTION                                                                    | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|---------|-----|---|-----|------------------------|--------------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| NEW BOSTON | SURGE   | 18  | - | 2   | DSTSJADP               | RACK MOUNT<br>GROUND BAR, 19 IN<br>FOR TSJ AND WPH<br>SERIES DATA SPDS         | \$88.00         | \$176.00       | 10.0%         | \$79.20    | \$158.40       |
| NEW BOSTON | RFDS    | 19  | - | 1   | DS428E83101C110        | CONTROL<br>MONITORING UNIT,<br>NON-DIVERSITY,<br>796-824 MHz,<br>SNMP, 110 VAC | \$3,636.00      | \$3,636.00     | 10.0%         | \$3,272.40 | \$3,272.40     |
| NEW BOSTON | RFDS    | 20  | - | 1   | DS428E83101T           | TTA, NON-<br>DIVERSITY, 796-824<br>MHz, REDUNDANT<br>LNA, TEST PORT,<br>BYPASS | \$7,070.00      | \$7,070.00     | 10.0%         | \$6,363.00 | \$6,363.00     |
| NEW BOSTON | SPARES  | 21  | - | 1   | SQM01SUM0205           | GGM 8000<br>GATEWAY                                                            | \$4,200.00      | \$4,200.00     | 10.0%         | \$3,780.00 | \$3,780.00     |
| NEW BOSTON | SPARES  | 21  | a | 1   | CA01619AA              | ADD: DC POWER                                                                  | \$0.00          | \$0.00         | 10.0%         | \$0.00     | \$0.00         |
| NEW BOSTON | SPARES  | 22  | - | 1   | DLN6885                | FRU: XCVR 7/800<br>MHz V2                                                      | \$1,200.00      | \$1,200.00     | 18.0%         | \$984.00   | \$984.00       |
| NEW BOSTON | SPARES  | 23  | - | 1   | DLN6569                | FRU: GCP 8000/GCM<br>8000                                                      | \$2,500.00      | \$2,500.00     | 18.0%         | \$2,050.00 | \$2,050.00     |
| NEW BOSTON | SPARES  | 24  | - | 1   | DLN6781                | FRU POWER<br>SUPPLY                                                            | \$2,200.00      | \$2,200.00     | 18.0%         | \$1,804.00 | \$1,804.00     |
| NEW BOSTON | SPARES  | 25  | - | 1   | DLN6455                | CONFIGURATION/SE<br>RVISE SOFTWARE                                             | \$25.00         | \$25.00        | 17.0%         | \$20.75    | \$20.75        |
| NEW BOSTON | SPARES  | 26  | - | 1   | DLN6898                | FRU: FAN MODULE                                                                | \$206.00        | \$206.00       | 18.0%         | \$168.92   | \$168.92       |
| NEW BOSTON | SPARES  | 27  | - | 1   | DLN6709                | GTR/GPW OPTION<br>CARD                                                         | \$700.00        | \$700.00       | 18.0%         | \$574.00   | \$574.00       |
| NEW BOSTON | ANTENNA | 28  | - | 1   | DSSC412HF2LDFE<br>5749 | COLLINEAR OMNI<br>ANTENN, 11.5 DBD<br>GAIN, HD, 746-869<br>MHz, PIP RATED      | \$7,398.00      | \$7,398.00     | 10.0%         | \$6,658.20 | \$6,658.20     |

July 29, 2015  
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4-8 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2      | LIM | O | QTY | NOMENCLATURE        | DESCRIPTION                                                            | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|------------|-----|---|-----|---------------------|------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| NEW BOSTON | UPPERJUMPR | 29  | - | 2   | DDN1090             | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE                            | \$28.50         | \$57.00        | 10.0%         | \$25.65    | \$51.30        |
| NEW BOSTON | UPPERJUMPR | 30  | - | 2   | TDN9289             | 221213 CABLE WRAP WEATHERPROOFING                                      | \$22.00         | \$44.00        | 10.0%         | \$19.80    | \$39.60        |
| NEW BOSTON | MAIN LINE  | 31  | - | 380 | L3405               | AVA7-50 CABLE: 1 5/8" AVA HELIAX POLY JKT PER FOOT                     | \$22.50         | \$8,550.00     | 10.0%         | \$20.25    | \$7,695.00     |
| NEW BOSTON | MAIN LINE  | 32  | - | 2   | DDN9383             | AL7DF-PSA 1-5/8" 7-16 DIN FEMALE POSITIVE STOP CONNECTOR               | \$178.00        | \$356.00       | 10.0%         | \$160.20   | \$320.40       |
| NEW BOSTON | MAIN LINE  | 33  | - | 8   | DSSG15806B2A        | SG158-06B2A 1-5/8" SUREGROUND GROUNDING                                | \$24.00         | \$192.00       | 10.0%         | \$21.60    | \$172.80       |
| NEW BOSTON | MAIN LINE  | 34  | - | 2   | DSL7SGRIP           | L7SGRIP 1-5/8" SUPPORT HOIST GRIP                                      | \$34.00         | \$68.00        | 10.0%         | \$30.60    | \$61.20        |
| NEW BOSTON | SURGE      | 35  | - | 1   | DSTXDFMBF           | RF SPD, 698-2700MHZ DC BLOCK HIGH POWER, DIN FEMALE/MALE BIDIRECTIONAL | \$125.00        | \$125.00       | 10.0%         | \$112.50   | \$112.50       |
| NEW BOSTON | SURGE      | 36  | - | 1   | DSGSAKITD           | GROUND STRAP KIT - DIN                                                 | \$34.00         | \$34.00        | 10.0%         | \$30.60    | \$30.60        |
| NEW BOSTON | LOWERJUMPR | 37  | - | 1   | DDN1090             | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE                            | \$28.50         | \$28.50        | 10.0%         | \$25.65    | \$25.65        |
| NEW BOSTON | ANTENNA    | 38  | - | 1   | DSSC412HF2LDFF 5749 | COLLINEAR OMNI ANTENN, 11.5 DBD GAIN, HD, 746-869 MHZ, PIP RATED       | \$7,398.00      | \$7,398.00     | 10.0%         | \$6,658.20 | \$6,658.20     |

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

July 29, 2015  
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Pricing Summary 4-9



| ORG 1      | ORG 2      | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                            | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit | EXT DISCOUNTED |
|------------|------------|-----|---|-----|--------------|------------------------------------------------------------------------|-----------------|----------------|---------------|-----------|----------------|
| NEW BOSTON | UPPERJUMPR | 39  | - | 2   | DDN1090      | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE                            | \$28.50         | \$57.00        | 10.0%         | \$25.65   | \$51.30        |
| NEW BOSTON | UPPERJUMPR | 40  | - | 5   | TDN9289      | 221213 CABLE WRAP WEATHERPROOFING                                      | \$22.00         | \$110.00       | 10.0%         | \$19.80   | \$99.00        |
| NEW BOSTON | MAIN LINE  | 41  | - | 380 | L3617        | 7/8IN HELIAX VIRTUAL AIR FOAM FILLED CORREGATED CABLE (AVA5-50FX)/FOOT | \$8.40          | \$3,192.00     | 10.0%         | \$7.56    | \$2,872.80     |
| NEW BOSTON | MAIN LINE  | 42  | - | 2   | DDN1079      | 78EZNFM N FEMALE MOT CONNECTOR (MOTOROLA SPECIFIC)                     | \$39.75         | \$79.50        | 10.0%         | \$35.78   | \$71.55        |
| NEW BOSTON | MAIN LINE  | 43  | - | 8   | DSSG7806B2A  | SG78-06B2A GROUNDING KIT FOR 7/8 IN COAXIAL CABLE                      | \$22.50         | \$180.00       | 10.0%         | \$20.25   | \$162.00       |
| NEW BOSTON | MAIN LINE  | 44  | - | 1   | DS1090501WA  | RF SPD, 700-1000MHZ BROADBAND 12 VDC PASS NM ANTENNA, NF EQUIPMENT     | \$163.00        | \$163.00       | 10.0%         | \$146.70  | \$146.70       |
| NEW BOSTON | MAIN LINE  | 45  | - | 2   | DSL5SGRIP    | L5SGRIP 7/8" SUPPORT HOIST GRIP                                        | \$28.50         | \$57.00        | 10.0%         | \$25.65   | \$51.30        |
| NEW BCSTON | MAIN LINE  | 46  | - | 380 | L1705        | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT                      | \$3.50          | \$1,330.00     | 10.0%         | \$3.15    | \$1,197.00     |

July 29, 2015  
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4-10 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2      | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                         | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit | EXT DISCOUNTED |
|------------|------------|-----|---|-----|--------------|---------------------------------------------------------------------|-----------------|----------------|---------------|-----------|----------------|
| NEW BOSTON | MAIN LINE  | 47  | - | 1   | DDN1088      | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE                           | \$28.50         | \$28.50        | 10.0%         | \$25.65   | \$25.65        |
| NEW BOSTON | MAIN LINE  | 48  | - | 1   | DDN1089      | L4TNF-PSA TYPE N FEMALE PS FOR 1/2 IN CABLE                         | \$28.50         | \$28.50        | 10.0%         | \$25.65   | \$25.65        |
| NEW BOSTON | MAIN LINE  | 49  | - | 8   | DSSG1206B2A  | SG12-06B2A 1/2IN SURE GROUND GROUNDING KIT                          | \$19.00         | \$152.00       | 10.0%         | \$17.10   | \$136.80       |
| NEW BOSTON | MAIN LINE  | 50  | - | 2   | DSL4SGRIP    | L4SGRIP SUPPORT HOIST GRIP 1/2" LDF                                 | \$18.25         | \$36.50        | 10.0%         | \$16.43   | \$32.85        |
| NEW BOSTON | SURGE      | 51  | - | 1   | DSTXDCDFM    | RF SPD, 698 MHz-2.5 GHz, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED | \$161.00        | \$161.00       | 10.0%         | \$144.90  | \$144.90       |
| NEW BOSTON | SURGE      | 52  | - | 1   | DSTXDCDFM    | RF SPD, 698 MHz-2.5 GHz, 60VDC PASS, DIN, MALE/FEMALE PIM/PIP RATED | \$161.00        | \$161.00       | 10.0%         | \$144.90  | \$144.90       |
| NEW BOSTON | TESTLINE   | 53  | - | 25  | L1700        | FSJ1-50A CABLE: 1/4" SUPERFLEX POLY JKT PER FOOT                    | \$2.25          | \$56.25        | 10.0%         | \$2.03    | \$50.63        |
| NEW BOSTON | TESTLINE   | 54  | - | 2   | DDN9769      | F1TNM-HC 1/4" TYPE N MALE CONNECTOR FOR FSJ1-50A CABLE              | \$27.25         | \$54.50        | 10.0%         | \$24.53   | \$49.05        |
| NEW BOSTON | LOWERJUMPR | 55  | - | 25  | L1702        | FSJ4-50B CABLE: 1/2" SUPERFLEX POLY JKT PER FOOT                    | \$5.05          | \$126.25       | 10.0%         | \$4.55    | \$113.63       |
| NEW BOSTON | LOWERJUMPR | 56  | - | 1   | DDN9682      | F4PNMV2-HC 1/2" TYPE N MALE PLATED CONNECTOR                        | \$32.00         | \$32.00        | 10.0%         | \$28.80   | \$28.80        |

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

July 29, 2015  
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Pricing Summary 4-11



| ORG 1                     | ORG 2      | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                            | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|---------------------------|------------|-----|---|-----|--------------|------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| NEW EOSTON                | LOWERJUMPR | 57  | - | 1   | DDN1090      | L4TDM-PSA 7-16 DIN<br>MALE PS FOR 1/2 IN<br>CABLE                      | \$28.50         | \$28.50        | 10.0%         | \$25.65    | \$25.65        |
| <b>Dispatch Equipment</b> |            |     |   |     |              |                                                                        |                 |                |               |            |                |
| CRC DISPAT                | OP_POSIT   | 58  | - | 4   | B1905        | MCC 7500 ASTRO 25<br>SOFTWARE                                          | \$250.00        | \$1,000.00     | 20.0%         | \$200.00   | \$800.00       |
| CRC DISPAT                | OP_POSIT   | 59  | - | 4   | B1933        | MOTOROLA VOICE<br>PROCESSOR<br>MODULE                                  | \$11,920.00     | \$47,680.00    | 20.0%         | \$9,536.00 | \$38,144.00    |
| CRC DISPAT                | OP_POSIT   | 59  | a | 4   | CA01642AA    | ADD: MCC 7500<br>BASIC CONSOLE<br>FUNCTIONALITY<br>SOFTWARE<br>LICENSE | \$12,000.00     | \$48,000.00    | 20.0%         | \$9,600.00 | \$38,400.00    |
| CRC DISPAT                | OP_POSIT   | 59  | b | 4   | CA01643AA    | ADD: MCC 7500/MCC<br>7100 TRUNKING<br>OPERATION                        | \$5,000.00      | \$20,000.00    | 20.0%         | \$4,000.00 | \$16,000.00    |
| CRC DISPAT                | OP_POSIT   | 59  | c | 4   | CA00140AA    | ADD: AC LINE CORD,<br>NORTH AMERICAN                                   | \$0.00          | \$0.00         | 20.0%         | \$0.00     | \$0.00         |
| CRC DISPAT                | OP_POSIT   | 59  | d | 4   | CA01644AA    | ADD: MCC 7500/MCC<br>7100 ADV CONVL<br>OPERATION                       | \$3,000.00      | \$12,000.00    | 20.0%         | \$2,400.00 | \$9,600.00     |
| CRC DISPAT                | OP_POSIT   | 60  | - | 4   | DS019BLK     | 19 INCH NON-<br>TOUCH MONITOR,<br>BLACK                                | \$1,520.00      | \$6,080.00     | 17.0%         | \$1,261.60 | \$5,046.40     |
| CRC DISPAT                | OP_POSIT   | 61  | - | 4   | TT2833       | COMPUTER, Z440<br>WORKSTATION<br>WINDOWS 7 (NON<br>RETURNABLE)         | \$2,950.00      | \$11,800.00    | 17.0%         | \$2,448.50 | \$9,794.00     |
| CRC DISPAT                | OP_POSIT   | 62  | - | 4   | T7449        | WINDOWS<br>SUPPLEMENTAL<br>TRANS CONFIG                                | \$50.00         | \$200.00       | 18.5%         | \$40.75    | \$163.00       |
| CRC DISPAT                | OP_POSIT   | 63  | - | 8   | B1912        | MCC SERIES<br>DESKTOP SPEAKER                                          | \$450.00        | \$3,600.00     | 20.0%         | \$360.00   | \$2,880.00     |

July 29, 2015

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4-12 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2      | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                            | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|------------|-----|---|-----|--------------|------------------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| CRC DISPAT | OP_POSIT   | 64  | - | 4   | B1914        | MCC SERIES DESKTOP GOOSENECK MICROPHONE                                | \$250.00        | \$1,000.00     | 20.0%         | \$200.00   | \$800.00       |
| CRC DISPAT | OP_POSIT   | 65  | - | 8   | B1913        | MCC SERIES HEADSET JACK                                                | \$200.00        | \$1,600.00     | 20.0%         | \$160.00   | \$1,280.00     |
| CRC DISPAT | OP_POSIT   | 66  | - | 4   | DSTWIN6328A  | PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP | \$290.00        | \$1,160.00     | 17.0%         | \$240.70   | \$962.80       |
| CRC DISPAT | IRR        | 67  | - | 4   | DDN1244      | DUAL IRR SW USB HASP W LICENSE, SOUND CARD, & SPKRS (V45)              | \$2,935.00      | \$11,740.00    | 13.5%         | \$2,538.78 | \$10,155.10    |
| CRC DISPAT | IRR        | 68  | - | 4   | DDN1895      | SOUND BLASTER AUDIGY RX SOUND CARD                                     | \$123.00        | \$492.00       | 13.5%         | \$106.40   | \$425.58       |
| CRC DISPAT | SURGE      | 69  | - | 4   | DSRMP615A    | SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/(6) 15A NEMA 5-15 OUTLETS  | \$355.00        | \$1,420.00     | 10.0%         | \$319.50   | \$1,278.00     |
| CRC DISPAT | SWITCH     | 70  | - | 4   | CLN1856      | 2620-24 ETHERNET SWITCH ?                                              | \$2,250.00      | \$9,000.00     | 10.0%         | \$2,025.00 | \$8,100.00     |
| CRC DISPAT | FIBER MODU | 71  | - | 2   | DSJ4859C     | HP PROCURVE GIGABIT LX-LC MINI-GBIC                                    | \$533.00        | \$1,066.00     | 17.0%         | \$442.39   | \$884.78       |
| CRC DISPAT | ROUTER     | 72  | - | 2   | SQM01SUM0205 | GGM 8000 GATEWAY                                                       | \$4,200.00      | \$8,400.00     | 10.0%         | \$3,780.00 | \$7,560.00     |
| CRC DISPAT | ROUTER     | 72  | a | 2   | CA01616AA    | ADD: AC POWER                                                          | \$0.00          | \$0.00         | 10.0%         | \$0.00     | \$0.00         |
| CRC DISPAT | AUX_IO     | 73  | - | 1   | F4543        | SITE MANAGER BASIC                                                     | \$1,855.00      | \$1,855.00     | 10.0%         | \$1,669.50 | \$1,669.50     |

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

July 29, 2015  
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Pricing Summary 4-13



| ORG 1      | ORG 2    | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                     | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|----------|-----|---|-----|--------------|-----------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| CRC DISPAT | AUX_IO   | 73  | a | 1   | VA00874      | ADD: AUX I-O SERV<br>FW CURR ASTRO<br>REL                       | \$175.00        | \$175.00       | 10.0%         | \$157.50   | \$157.50       |
| CRC DISPAT | AUX_IO   | 73  | b | 1   | V266         | ADD: 90VAC TO<br>260VAC PS TO SM                                | \$120.00        | \$120.00       | 10.0%         | \$108.00   | \$108.00       |
| CRC DISPAT | AUX_IO   | 73  | c | 3   | V592         | AAD TERM BLCK &<br>CONN WI                                      | \$90.00         | \$270.00       | 10.0%         | \$81.00    | \$243.00       |
| CRC DISPAT | GCP 8000 | 74  | - | 1   | T7038        | GCP 8000 SITE<br>CONTROLLER                                     | \$3,000.00      | \$3,000.00     | 18.0%         | \$2,460.00 | \$2,460.00     |
| CRC DISPAT | GCP 8000 | 74  | a | 1   | CA00303AA    | ADD: QTY (1) SITE<br>CONTROLLER                                 | \$5,000.00      | \$5,000.00     | 18.0%         | \$4,100.00 | \$4,100.00     |
| CRC DISPAT | GCP 8000 | 74  | b | 1   | X153AV       | ADD: RACK MOUNT<br>HARDWARE                                     | \$50.00         | \$50.00        | 18.0%         | \$41.00    | \$41.00        |
| CRC DISPAT | GCP 8000 | 74  | c | 1   | CA01136AA    | ADD: MCC 7500<br>CONVEN SITE OPER                               | \$4,000.00      | \$4,000.00     | 18.0%         | \$3,280.00 | \$3,280.00     |
| CRC DISPAT | CCG-N    | 75  | - | 3   | SQM01SUM0205 | GGM 8000<br>GATEWAY                                             | \$4,200.00      | \$12,600.00    | 10.0%         | \$3,780.00 | \$11,340.00    |
| CRC DISPAT | CCG-N    | 75  | a | 3   | CA01616AA    | ADD: AC POWER                                                   | \$0.00          | \$0.00         | 10.0%         | \$0.00     | \$0.00         |
| CRC DISPAT | CCG-N    | 75  | b | 3   | CA01618AA    | ADD: CONV CHAN<br>GATEWAY                                       | \$2,000.00      | \$6,000.00     | 10.0%         | \$1,800.00 | \$5,400.00     |
| CRC DISPAT | RACK     | 76  | - | 3   | TRN7343      | SEVEN AND A HALF<br>FOOT RACK                                   | \$495.00        | \$1,485.00     | 21.5%         | \$388.58   | \$1,165.73     |
| CRC DISPAT | SURGE    | 77  | - | 1   | DSCPX1101989 | 8 PORT POPULATED<br>T1 OR E1, FUSED UL<br>LISTED,<br>EXPANDABLE | \$588.00        | \$588.00       | 10.0%         | \$529.20   | \$529.20       |
| CRC DISPAT | SPARES   | 78  | - | 1   | B1912        | MCC SERIES<br>DESKTOP SPEAKER                                   | \$450.00        | \$450.00       | 20.0%         | \$360.00   | \$360.00       |
| CRC DISPAT | SPARES   | 79  | - | 1   | B1914        | MCC SERIES<br>DESKTOP<br>GOOSENECK<br>MICROPHONE                | \$250.00        | \$250.00       | 20.0%         | \$200.00   | \$200.00       |
| CRC DISPAT | SPARES   | 80  | - | 1   | B1913        | MCC SERIES<br>HEADSET JACK                                      | \$200.00        | \$200.00       | 20.0%         | \$160.00   | \$160.00       |

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4-14 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2  | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                           | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|--------|-----|---|-----|--------------|-------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| CRC DISPAT | SPARES | 81  | - | 1   | TT2833       | COMPUTER, Z440 WORKSTATION WINDOWS 7 (NON RETURNABLE) | \$2,950.00      | \$2,950.00     | 17.0%         | \$2,448.50 | \$2,448.50     |
| CRC DISPAT | SPARES | 82  | - | 1   | B1934        | MCC 7500 VOICE PROCESSOR MODULE FRU                   | \$11,830.00     | \$11,830.00    | 20.0%         | \$9,464.00 | \$9,464.00     |
| CRC DISPAT | SPARES | 83  | - | 1   | CLN1856      | 2620-24 ETHERNET SWITCH ?                             | \$2,250.00      | \$2,250.00     | 10.0%         | \$2,025.00 | \$2,025.00     |
| CRC DISPAT | SPARES | 84  | - | 1   | DSJ4859C     | HP PROCURVE GIGABIT LX-LC MINI-GBIC                   | \$533.00        | \$533.00       | 17.0%         | \$442.39   | \$442.39       |
| CRC DISPAT | SPARES | 85  | - | 1   | DDN1895      | SOUND BLASTER AUDIGY RX SOUND CARD                    | \$123.00        | \$123.00       | 13.5%         | \$106.40   | \$106.40       |
| CRC DISPAT | SPARES | 86  | - | 1   | 1009513001   | PWR SPLY 108W AC INP 12VDC OUT W18                    | \$150.00        | \$150.00       | 23.0%         | \$115.50   | \$115.50       |
| CRC DISPAT | SPARES | 87  | - | 1   | 3082933N08   | GR500 AC POWER CORD                                   | \$16.00         | \$16.00        | 20.0%         | \$12.80    | \$12.80        |
| CRC DISPAT | SPARES | 88  | - | 1   | TYN4001      | FRU: GGM 8000 BASE MODULE                             | \$4,200.00      | \$4,200.00     | 10.0%         | \$3,780.00 | \$3,780.00     |
| CRC DISPAT | SPARES | 89  | - | 1   | TPN6210      | FRU: GGM 8000 AC MODULE                               | \$750.00        | \$750.00       | 10.0%         | \$675.00   | \$675.00       |
| CRC DISPAT | SPARES | 90  | - | 1   | TYN4002      | ANALOGN.24 INTERFACE KIT                              | \$2,000.00      | \$2,000.00     | 10.0%         | \$1,800.00 | \$1,800.00     |
| CRC DISPAT | SPARES | 91  | - | 1   | F4543        | SITE MANAGER BASIC                                    | \$1,855.00      | \$1,855.00     | 10.0%         | \$1,669.50 | \$1,669.50     |
| CRC DISPAT | SPARES | 91  | a | 1   | VA00874      | ADD: AUX I-O SERV FW CURR ASTRO REL                   | \$175.00        | \$175.00       | 10.0%         | \$157.50   | \$157.50       |
| CRC DISPAT | SPARES | 91  | b | 1   | V266         | ADD: 90VAC TO 260VAC PS TO SM                         | \$120.00        | \$120.00       | 10.0%         | \$108.00   | \$108.00       |

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ASTRO 25 Trunked Communications System Upgrade

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Pricing Summary 4-15



| ORG-1      | ORG-2      | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                      | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|------------|-----|---|-----|--------------|--------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| CRC DISP   | NM CLIENT  | 92  | - | 1   | TT2565       | NM Z420 HIGH TIER WIN7-IE9 64BIT NON RETURNABLE  | \$5,950.00      | \$5,950.00     | 17.0%         | \$4,938.50 | \$4,938.50     |
| CRC DISP   | NM CLIENT  | 93  | - | 1   | DS019BLK     | 19 INCH NON-TOUCH MONITOR, BLACK                 | \$1,520.00      | \$1,520.00     | 17.0%         | \$1,261.60 | \$1,261.60     |
| CRC DISP   | NM CLIENT  | 94  | - | 1   | T8123        | ASTRO CLIENT APPL SW 7.15                        | \$700.00        | \$700.00       | 18.5%         | \$570.50   | \$570.50       |
| CRC DISPAT | SHELF      | 95  | - | 1   | DSRMTS0719   | RACKMOUNT SERVER SHELF STD, FIXED, SOLID-BLK-19" | \$225.00        | \$225.00       | 17.0%         | \$186.75   | \$186.75       |
| CRC DISPAT | APX CNTL S | 96  | - | 12  | L30URS9PW1 N | APX 7500 SINGLE BAND 7/800                       | \$4,379.00      | \$52,548.00    | 25.0%         | \$3,284.25 | \$39,411.00    |
| CRC DISPAT | APX CNTL S | 97  | a | 12  | G806         | ADD: ASTRO? DIGITAL CAI OPERATION                | \$515.00        | \$6,180.00     | 25.0%         | \$386.25   | \$4,635.00     |
| CRC DISPAT | APX CNTL S | 97  | b | 12  | G51          | ENH: SMARTZONE OPERATION APX                     | \$1,500.00      | \$18,000.00    | 25.0%         | \$1,125.00 | \$13,500.00    |
| CRC DISPAT | APX CNTL S | 97  | c | 12  | QA01648      | ADD: ADVANCED SYSTEM KEY - HARDWARE KEY          | \$5.00          | \$60.00        | 25.0%         | \$3.75     | \$45.00        |
| CRC DISPAT | APX CNTL S | 97  | d | 12  | G361         | ADD: P25 TRUNKING SOFTWARE                       | \$300.00        | \$3,600.00     | 25.0%         | \$225.00   | \$2,700.00     |
| CRC DISPAT | APX CNTL S | 97  | e | 12  | L999         | ADD: FULL FP W/05/KEYPAD/CLOC K/VU               | \$789.00        | \$9,468.00     | 33.5%         | \$524.69   | \$6,296.22     |
| CRC DISPAT | APX CNTL S | 97  | f | 12  | CA01598      | ADD: AC LINE CORD US                             | \$0.00          | \$0.00         | 33.5%         | \$0.00     | \$0.00         |
| CRC DISPAT | APX CNTL S | 97  | g | 12  | G799         | ADD: PRINTED TEST RESULTS APX                    | \$10.00         | \$120.00       | 25.0%         | \$7.50     | \$90.00        |
| CRC DISPAT | APX CNTL S | 97  | h | 12  | GA00232      | ENH: 3 YR SFS LITE                               | \$236.00        | \$2,832.00     | 0.0%          | \$236.00   | \$2,832.00     |

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4-16 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2      | LIM | O | QTY | NOMENCLATURE   | DESCRIPTION                                                     | UNIT LIST (DUP) | EXT LIST (DUP) | HGAC Discount | HGAC Unit  | EXT DISCOUNTED |
|------------|------------|-----|---|-----|----------------|-----------------------------------------------------------------|-----------------|----------------|---------------|------------|----------------|
| CRC DISPAT | APX CNTL S | 98  | i | 12  | G90            | ADD: NO MICROPHONE NEEDED                                       | \$0.00          | \$0.00         | 25.0%         | \$0.00     | \$0.00         |
| CRC DISPAT | APX CNTL S | 99  | - | 12  | HKN6233        | ASSEMBLY ACCESSORY APX CONSOLETTTE RACK MOUNT TRAY HARDWARE KIT | \$200.00        | \$2,400.00     | 33.5%         | \$133.00   | \$1,596.00     |
| CRC DISPAT | APX CNTL S | 100 | - | 2   | HKN6184C       | CABLE CH, PROGRAMMING, US B                                     | \$51.00         | \$102.00       | 25.0%         | \$38.25    | \$76.50        |
| CRC DISPAT | ANTENNA SY | 101 | - | 1   | DSCS0496160531 | SHORT HAUL CONTROL STATION COMBINER, 40-960 MHz 16 CH.          | \$5,426.00      | \$5,426.00     | 10.0%         | \$4,883.40 | \$4,883.40     |
| CRC DISPAT | ANTENNA SY | 102 | - | 1   | DSSC473HF1LDF  | COLLINEAR OMNI ANTENNA, 3 DBD GAIN, LOW PIM, HD, 746-869MHZ     | \$2,066.00      | \$2,066.00     | 10.0%         | \$1,859.40 | \$1,859.40     |
| CRC DISPAT | ANTENNA SY | 103 | - | 1   | DQCLAMP147     | CLAMP: 2.88 - 4.5 O.D. PARALLEL OR 90 DEGREE TO 2.88 - 4.5 O.D. | \$254.00        | \$254.00       | 10.0%         | \$228.60   | \$228.60       |
| CRC DISPAT | UPPER JMP  | 104 | - | 50  | L1705          | LDF4-50A CABLE: 1/2" LDF HELIAX POLY JKT PER FOOT               | \$3.50          | \$175.00       | 10.0%         | \$3.15     | \$157.50       |
| CRC D SPAT | UPPER JMP  | 105 | - | 1   | DDN1090        | L4TDM-PSA 7-16 DIN MALE PS FOR 1/2 IN CABLE                     | \$28.50         | \$28.50        | 10.0%         | \$25.65    | \$25.65        |
| CRC DISPAT | UPPER JMP  | 106 | - | 1   | DDN1088        | L4TNM-PSA TYPE N MALE PS FOR 1/2 IN CABLE                       | \$28.50         | \$28.50        | 10.0%         | \$25.65    | \$25.65        |

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Pricing Summary 4-17

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2     | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                                       | UNIT LIST<br>(DUP) | EXT LIST<br>(DUP) | HGAC<br>Discount | HGAC Unit  | EXT<br>DISCOUNTED |
|------------|-----------|-----|---|-----|--------------|-----------------------------------------------------------------------------------|--------------------|-------------------|------------------|------------|-------------------|
| CRC DISPAT | MAIN LINE | 107 | - | 300 | DSICA1250JPL | RFS 1/2 INCH<br>PLENUM AIR CABLE<br>PRICE P/FOOT-<br>SPECIFY LENGTH               | \$3.00             | \$900.00          | 10.0%            | \$2.70     | \$810.00          |
| CRC DISPAT | MAIN LINE | 108 | - | 2   | DSNFLCF12D01 | NF-LCF12-D01 TYPE<br>N FEMALE PS FOR<br>1/2 IN CABLE                              | \$28.00            | \$56.00           | 10.0%            | \$25.20    | \$50.40           |
| CRC DISPAT | SUFGE     | 109 | - | 1   | DSIS50NXC2MA | RF SPD, 125-<br>1000MHZ DC BLOCK<br>FLANGE MT NM<br>ANTENNA, NF<br>EQUIPMENT SIDE | \$78.00            | \$78.00           | 10.0%            | \$70.20    | \$70.20           |
| CRC DISPAT | GROUND    | 110 | - | 4   | DSGKSUNV     | GK-SUNV SMALL<br>UNIVERSAL<br>GROUNDING KIT                                       | \$10.75            | \$43.00           | 10.0%            | \$9.68     | \$38.70           |
| CRC DISPAT | HOISTING  | 111 | - | 1   | DSL4SGRIP    | L4SGRIP SUPPORT<br>HOIST GRIP 1/2" LDF                                            | \$18.25            | \$18.25           | 10.0%            | \$16.43    | \$16.43           |
| CRC DISPAT | LOWER JMP | 112 | - | 120 | DS59787      | RG142BU PLENUM<br>CABLE PRICED PER<br>FOOT BELDEN<br>83242 0011000                | \$7.00             | \$840.00          | 10.0%            | \$6.30     | \$756.00          |
| CRC DISPAT | LOWER JMP | 113 | - | 24  | DS54680      | N MALE CRIMP-<br>RG55/RG142<br>MFG(RFN-1005-3C1)                                  | \$7.15             | \$171.60          | 10.0%            | \$6.44     | \$154.44          |
| CRC DISPAT | KVM       | 114 | - | 1   | DSF1DC108H   | BELKIN 19"<br>WIDESCREEN LCD<br>RACK CONSOLE<br>(ONLY USB CABLE<br>COMPATIBILITY) | \$1,808.00         | \$1,808.00        | 17.0%            | \$1,500.64 | \$1,500.64        |
| CRC DISPAT | KVM       | 115 | - | 5   | DSF1D940006  | PRO3 OR QUAD-BUS<br>KVM SWITCH ALL-<br>IN-ONE KVM CABLE<br>KIT, PS/2, 6FT.        | \$54.00            | \$270.00          | 17.0%            | \$44.82    | \$224.10          |

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4-18 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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| ORG 1      | ORG 2 | LIM | O | QTY | NOMENCLATURE    | DESCRIPTION                                                                                                                  | UNIT LIST<br>(DUP) | EXT LIST<br>(DUP) | HGAC<br>Discount | HGAC Unit   | EXT<br>DISCOUNTED |
|------------|-------|-----|---|-----|-----------------|------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------|------------------|-------------|-------------------|
| CRC DISPAT | UPS   | 116 | - | 1   | DSA4200070512   | UPS, APS<br>20KVA/18KW<br>208/240V, EXT MBB,<br>ISO XFMR, 7 MIN<br>RUN AT FULL                                               | \$32,925.00        | \$32,925.00       | 10.0%            | \$29,632.50 | \$29,632.50       |
| CRC DISPAT | UPS   | 117 | - | 5   | DS9130T1350N005 | UPS, 9130 TOWER,<br>1.5KVA/1.35KW, 5<br>MIN RUNTIME                                                                          | \$1,949.00         | \$9,745.00        | 10.0%            | \$1,754.10  | \$8,770.50        |
|            |       |     |   |     |                 |                                                                                                                              |                    |                   |                  |             | \$333,635.35      |
|            |       |     |   |     |                 | EQUIPMENT TOTAL                                                                                                              |                    |                   |                  |             | \$898,962.32      |
|            |       |     |   |     |                 | EQUIPMENT TOTAL<br>INCLUDES<br>ADDITIONAL 230<br>FLASH KITS AT NO<br>COST TO<br>CUSTOMER                                     |                    |                   |                  |             |                   |
|            |       |     |   |     |                 | SERVICES TOTAL:<br>ENGINEERING,<br>PROJECT<br>MANAGEMENT,<br>INSTALLATION,<br>PROGRAMMING,<br>OPTIMIZATION,<br>DOCUMENTATION |                    |                   |                  |             | \$371,192.00      |
|            |       |     |   |     |                 | TOTAL PRIOR TO<br>CUSTOMER<br>INCENTIVES                                                                                     |                    |                   |                  |             | \$1,270,154.32    |
|            |       |     |   |     |                 | INCENTIVE FOR<br>AWARD BY AUGUST<br>28TH, 2015                                                                               |                    |                   |                  |             | (-\$75,000.00)    |
|            |       |     |   |     |                 | TECHNOLOGY<br>CREDIT TO BE<br>APPLIED FOR<br>FLASH KIT<br>PURCHASES<br>(TOTAL OF 99)                                         |                    |                   |                  |             | (-\$75,000.00)    |

July 29, 2015

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Pricing Summary 4-19

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade
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| ORG 1 | ORG 2 | LIM | O | QTY | NOMENCLATURE | DESCRIPTION                                                         | UNIT LIST<br>(DUP) | EXT LIST<br>(DUP) | HGAC<br>Discount | HGAC Unit | EXT<br>DISCOUNTED |
|-------|-------|-----|---|-----|--------------|---------------------------------------------------------------------|--------------------|-------------------|------------------|-----------|-------------------|
|       |       |     |   |     |              | TOTAL OF 230<br>FLASH KITS<br>INCLUDED AT NO<br>COST TO<br>CUSTOMER |                    |                   |                  |           | \$0.00            |
|       |       |     |   |     |              | FINAL PROJECT<br>TOTAL                                              |                    |                   |                  |           | \$1,120,154.32    |

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4-20 Pricing Summary

City of Texarkana, Texas  
ASTRO 25 Trunked Communications System Upgrade

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## Exhibit C

### Technical and Implementation Documents

C-5 "Acceptance Test Plan" or "ATP" dated August 28, 2015 [pages 3-4 – 3-32]



### 3.1 WIDE AREA TRUNKING - FDMA ONLY SITES

#### 3.1.1 Talkgroup Call

##### 1. DESCRIPTION

The Talkgroup is the primary level of organization for communications on a trunked radio system. Radios with Talkgroup call capability will be able to communicate with other members of the same Talkgroup. This provides the effect of a private channel down to the Talkgroup level. This test will demonstrate that a Talkgroup transmission initiated by a radio user will only be heard by system users, which have, the same Talkgroup selected. As with other types of calls, Talkgroup calls can take place from anywhere in the system.

##### SETUP

RADIO-1 - SITE 1 - TALKGROUP 1  
 RADIO-2 - SITE 1 - TALKGROUP 1  
 RADIO-3 - SITE 1 - TALKGROUP 2  
 RADIO-4 - SITE 1 - TALKGROUP 2

VERSION #1.040

##### 2. TEST

- Step 1. Initiate a Wide Area Call with RADIO-1 in TALKGROUP 1.
- Step 2. Observe that only RADIO-2 will be able to monitor and respond to the call.
- Step 3. Initiate a Wide Area Call with RADIO-3 in TALKGROUP 2.
- Step 4. Observe that only RADIO-4 will be able to monitor and respond the call.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.2 Continuous Assignment Updating

#### 1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the talkgroup call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
RADIO-3 - TALKGROUP 1

VERSION #1.010

#### 2. TEST

- Step 1. Turn OFF RADIO-1.
- Step 2. Initiate a Talkgroup Call using RADIO-2 and verify RADIO-3 hears the audio.
- Step 3. While the Talkgroup Call is in progress, turn ON RADIO-1.
- Step 4. Observe RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 5. End the talkgroup call.
- Step 6. Switch RADIO-1 to another talkgroup.
- Step 7. Initiate a Talkgroup Call from RADIO-2 to RADIO-3.
- Step 8. While the Talkgroup Call is in progress, set RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1 joins the Talkgroup Call already in progress.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.3 Call Alert

#### 1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio. Units receiving a Call Alert will sound an alert tone. As with other types of calls, Call Alerts can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
RADIO-3 - TALKGROUP 3

#### VERSION #1.010

#### 2. TEST

- Step 1. Using RADIO-1, press the page button.
- Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored
- Step 3. Press the PTT to initiate the call alert. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 4. Verify that RADIO-2 user receives an audible indication of an incoming Call Alert was sent but RADIO-3 does not.
- Step 5. Verify RADIO-1 gets an audible indication that the Call Alert was successfully received at the target radio.
- Step 6. Turn off RADIO-2. Send a Call Alert from RADIO-1 to RADIO-2.
- Step 7. Verify that the RADIO-1 user receives audible indication that the Call Alert was sent.
- Step 8. Verify RADIO-1 receives a "No Acknowledgement" indication that the Call Alert was not received at the target radio.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.4 Private Call

#### 1. DESCRIPTION

Private Call is a selective calling feature that allows a radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. Subscriber units receiving a private call will sound an alert tone. As with other types of calls, Private Calls can take place from anywhere in the system.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
RADIO-3 - TALKGROUP 1

#### VERSION #1.020

#### 2. TEST

- Step 1. Using RADIO-1, press the Private Call (Call) button.
- Step 2. Enter the unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 3. Press the PTT to initiate the Private Call.
- Step 4. Verify that RADIO-2 hears tones and the display indicates that a Private Call has been received, but RADIO-3 receives no indications.
- Step 5. Answer the call at RADIO-2 by pressing the Private Call (Call)/Respond button. If RADIO-2 has a display, verify it shows the ID number or Alias of the calling unit.
- Step 6. Press the PTT switch on RADIO-2 and respond to the Private Call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not just by the radio initiating the Private Call.
- Step 7. Verify that RADIO-2 can communicate with RADIO-1.
- Step 8. Verify that RADIO-3 does not monitor the Private Call.
- Step 9. End the Private Call by pressing the "home" key and return to normal talkgroup operation.

Pass \_\_\_\_ Fail \_\_\_\_





## Wide Area Trunking - FDMA Only Sites

### 3.1.5 Audio Interrupt / Interrupt Never Mode

#### 1. DESCRIPTION

A radio PTT request may be received for a group already active and currently being sourced by another radio unit. The talkgroup can be flagged to either allow or disallow the new PTT. If allowed, the latest PTT request will be granted and become the source of the call.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
RADIO-3 - TALKGROUP 1

VERSION #1.020

#### 2. TEST

- Step 1. Verify TALKGROUP 1's template is set up as Audio Interrupt Never.
- Step 2. Using RADIO-1, initiate a call on TALKGROUP 1.
- Step 3. Verify both RADIO-2 and RADIO-3 monitor the audio.
- Step 4. Using RADIO-3, initiate a call on TALKGROUP 1.
- Step 5. Verify that RADIO-3 receives a reject and that RADIO-2 continues to listen to RADIO-1.
- Step 6. Dekey both Radios.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.6 Emergency Alarm and Call with Top of Queue

#### 1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. During an emergency call the Emergency ID will appear on the display of the subscribers. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber on the same talkgroup, affiliated at any site of any zone in the system.

NOTE: If the subscriber does not have the Display option, the Emergency ID will not be displayed.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - Any Site  
 RADIO-3 - TALKGROUP 2  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 3  
 RADIO-4 - SITE - SITE 1

All radios and talkgroups should start with default priorities. Default is 10.

VERSION #1.010

#### 2. TEST

- Step 1. Verify the emergency type for TALKGROUP 1's template is set up as Top of Queue.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT to initiate a call with RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and verify the radio receives a busy tone. Release the PTT switch on RADIO-4.
- Step 5. Using RADIO-1 send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 receives the call back before RADIO-4 and is able to proceed with the call. Also observe that the display on RADIO-2 denotes an emergency and the unit ID or alias of RADIO-1.
- Step 9. Dekey RADIO-1 and end the Emergency Call by holding down the Emergency button on RADIO-1 until an alert tone sounds. Verify RADIO-1 returns to normal operation and that RADIO-4 receives a callback.
- Step 10. Return the system to normal operation by enabling all the channels at SITE 1.

Pass \_\_\_\_ Fail \_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.7 Emergency Alarm and Call with Talkgroup Revert

#### 1. DESCRIPTION

Users in life threatening situations can use the Emergency button on the radio to immediately send a signal to the dispatcher and be assigned the next available voice channel. An Emergency Call can be set to either Top of Queue or Ruthless Preemption operation. During an emergency call the Emergency ID will appear on the display of the subscribers. To demonstrate this, an Emergency Alarm and Call will be initiated from a subscriber which will be received by a subscriber affiliated at any site of any zone in the system.

This test will demonstrate a subscriber has the ability to revert to a specific talkgroup when an emergency is initiated. This is useful when the users have a designated talkgroup for handling emergencies. The revert talkgroup must be set in the subscriber via software.

NOTE: If the subscriber does not have the Display option, the Emergency ID will not be displayed.

#### SETUP

RADIO-1 - TALKGROUP 4  
RADIO-2 - TALKGROUP 4  
RADIO-3 - EMERGENCY TG

\* EMERGENCY TG is the talkgroup programmed for emergency reverts.

#### VERSION #1.020

#### 2. TEST

- Step 1. Initiate a call on TALKGROUP 4 from RADIO-1 and verify RADIO-2 can hear the audio. Verify RADIO-3 does not hear the audio.
- Step 2. Dekey RADIO-1.
- Step 3. Using RADIO-1, send an Emergency Call by depressing the emergency switch and then the PTT switch.
- Step 4. Observe the display on RADIO-3 denotes an emergency and the unit ID or alias of the unit sending the emergency and that RADIO-3 can hear RADIO-1's audio.
- Step 5. In addition observe that RADIO-2 cannot hear RADIO-1's audio.
- Step 6. Release the PTT switch on RADIO-1 and end the Emergency Call by holding down the Emergency button.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.8 Priority Monitor/Priority Scan

#### 1. DESCRIPTION

A subscriber unit can scan a pre-programmed list (in the radio) to find any Priority and Non-priority Talkgroups with assigned voice channels at that site. To demonstrate this, a call will be initiated from a portable at a remote site on a talkgroup monitored by a portable at the same site as the scanning radio. The scanning radio will scan from its selected talkgroup to the active talkgroup. The test will be repeated with an additional radio transmitting on the Priority Talkgroup while the scanning radio is scanning. This third radio will be on a remote site with a fourth radio on the Priority Talkgroup at the same site as the scanning radio.

#### SETUP

RADIO-1 - TALKGROUP 1 (SCANNING)  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 1  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 2  
 RADIO-4 - SITE - SITE 1  
 RADIO-5 - TALKGROUP 2  
 RADIO-5 - SITE - SITE 1

VERSION #1.010

#### 2. TEST

- Step 1. Verify that RADIO-1 is set to TALKGROUP 1 and in the scan mode of operation and programmed to scan TALKGROUP 1 and TALKGROUP 2 with TALKGROUP 1 as its Priority Monitor Talkgroup.
- Step 2. Verify Priority Monitor and the Valid Site setting is set to yes for SITE 1.
- Step 3. Initiate a Talkgroup Call with RADIO-4 to RADIO-5 and observe that RADIO-1 scans to the talkgroup and receives the call. Keep the call in progress until the completion of the following step.
- Step 4. Initiate a Talkgroup Call with RADIO-3 and observe that RADIO-1 reverts to the TALKGROUP 1 and receives the call.

Pass\_\_\_\_ Fail\_\_\_\_



## Wide Area Trunking - FDMA Only Sites

### 3.1.9 Busy Queuing and Callback with Ten Talkgroup Priority Levels

#### 1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in a queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence; however, users of higher priority will be inserted ahead of lower priority users in queue. When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback tone alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup. An Emergency Call has the highest priority at level 1. The highest assignable priority is 2 and 10 is the lowest.

NOTE: All radios and talkgroups should start with default priorities. Default is 10.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 6  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 3  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 6  
 RADIO-4 - SITE - Any Site

VERSION #1.020

#### 2. TEST

- Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 2. Verify the priority level for TALKGROUP 6's template as priority 9.
- Step 3. Initiate a Talkgroup Call with RADIO-1. Keep this call in progress until instructed to end the call.
- Step 4. Key RADIO-3 and observe that the radio receives a busy.
- Step 5. Key RADIO-2 and observe that the radio receives a busy.
- Step 6. End the Talkgroup Call established in Step 3.
- Step 7. Observe RADIO-2 receives the first callback and can now make a call to RADIO-4 upon receipt of the callback indication.
- Step 8. End the call between RADIO-2 and RADIO-4.
- Step 9. Observe RADIO-3 now receives a callback and can make a call upon receipt of the callback indication.
- Step 10. Return all the channels in the system to service.

Pass\_\_\_\_ Fail\_\_\_\_

## 3.2 SITE TRUNKING - FDMA ONLY SITES

### 3.2.1 Site Trunking Indication

#### 1. DESCRIPTION

When a remote site loses its link or does not have a link to the Zone Controller, the affected site will enter "Site Trunking" mode of operation. Radios locked onto this site will be serviced locally within this site's coverage area.

NOTE: If the subscriber does not have the Display option, the "Site Trunking" indication will not be displayed.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 2  
 RADIO-2 - SITE - SITE 1  
 Lock the subscribers to SITE 1 if more than one site exists on the system.

VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Verify that RADIO-1 and RADIO-2 are displaying the "Site Trunking" indication.
- Step 3. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass\_\_\_\_ Fail\_\_\_\_



## Site Trunking - FDMA Only Sites

### 3.2.2 Talkgroup Call (Single Site)

#### 1. DESCRIPTION

When a site goes into Site Trunking, radios with Talkgroup Call capability will be able to communicate with other members of the same talkgroup at that same site. (Members of the same talkgroup at other sites will not be able to monitor those conversations.)

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 2  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 2  
 RADIO-4 - SITE - SITE 1

\* All Radios should be "Site Locked"

VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Initiate a Talkgroup Call with RADIO-1 on TALKGROUP 1 at SITE 1.
- Step 3. Observe that only RADIO-2 will be able to monitor and respond to the call. Note that RADIO-3 AND RADIO-4 are not able to monitor the call since they are on another Talkgroup.
- Step 4. Initiate a Talkgroup Call with RADIO-3 on TALKGROUP 2 at SITE 1.
- Step 5. Observe that only RADIO-4 will be able to monitor and respond to the call.
- Step 6. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass\_\_\_\_ Fail\_\_\_\_



## Site Trunking - FDMA Only Sites

### 3.2.3 Call Alert

#### 1. DESCRIPTION

Call Alert is a tone page that allows a user to selectively alert another radio unit. When a site is in Site Trunking, Radios at the site will only be able to Call Alert other radios at the same site. The initiating radio will receive notification from the trunked system as to whether or not the page was received by the target radio.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 2  
 RADIO-2 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Using RADIO-1, press the page button.
- Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 4. Press the PTT to initiate the Call Alert.
- Step 5. Verify that RADIO-2 received the Call Alert.
- Step 6. Exit the Call Alert mode and return to normal talkgroup mode.
- Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass \_\_\_\_ Fail \_\_\_\_



## Site Trunking - FDMA Only Sites

### 3.2.4 Private Call

#### 1. DESCRIPTION

Private Call is a selective calling feature that allows a dispatcher or radio user to carry on one-to-one conversation that is only heard by the 2 parties involved. When a site is in Site Trunking, Radios at the site will only be able to Private Call other radios at the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 1  
 RADIO-3 - SITE - SITE 1

Note: All Radios should be "Site Locked"

#### VERSION #1.020

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Using RADIO-1, press the Private Call button.
- Step 3. Enter the Unit ID of RADIO-2 with the keypad, or scroll to the location where this ID is stored.
- Step 4. Press the PTT to initiate the call.
- Step 5. Verify that at RADIO-2 only tones are heard and the display indicates that a call has been received.
- Step 6. Answer the call at RADIO-2 by pressing the Private Call/Respond button. Verify its display shows the ID number or alias of the calling unit.
- Step 7. Press the PTT switch on RADIO-2 and respond to the call. Note that if you do not press the Private Call button before pressing PTT, your audio will be heard by all members of the talkgroup, and not by the radio initiating the Private Call.
- Step 8. Verify only RADIO-1 hears the audio from RADIO-2.
- Step 9. End the Private Call. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass \_\_\_\_ Fail \_\_\_\_

## Site Trunking - FDMA Only Sites

### 3.2.5 Continuous Assignment Updating

#### 1. DESCRIPTION

When a talkgroup is assigned a voice channel, the site controller continues to transmit the channel assignment on the control channel for the duration of the Talkgroup Call. Radios coming into use on the system are automatically sent to voice channels with conversations in progress involving their selected talkgroups.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 1  
 RADIO-3 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Turn OFF RADIO-1.
- Step 3. Initiate a Talkgroup Call using RADIO-2.
- Step 4. While the Talkgroup Call is in progress, turn on RADIO-1.
- Step 5. Observe that RADIO-1, which was just brought back into service, joins the Talkgroup Call already in progress.
- Step 6. Release the PTT of RADIO-2. Switch RADIO-1 to TALKGROUP 2.
- Step 7. Initiate a Talkgroup Call using RADIO-2.
- Step 8. While the Talkgroup Call is in progress, turn RADIO-1 back to TALKGROUP 1.
- Step 9. Observe that RADIO-1, which was just set back to TALKGROUP 1, joins the Talkgroup Call already in progress.
- Step 10. Return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass \_\_\_\_ Fail \_\_\_\_

## Site Trunking - FDMA Only Sites

### 3.2.6 Busy Queuing and Callback

#### 1. DESCRIPTION

If no voice channel resources are available, radios requesting channels for new conversations are placed in the busy queue. Users of the same priority will move through the queue in a FIFO (first in, first out) sequence. When a voice channel becomes available, the radio at the top of the busy queue gets a channel assignment and generates a callback tone. The callback alerts the user that a channel assignment was made and transmitting is now possible on the selected talkgroup.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 2  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 3  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 1  
 RADIO-4 - SITE - SITE 1

Note: All radios are "Site Locked."

VERSION #1.030

#### 2. TEST

- Step 1. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 2. Initiate a Talkgroup Call with RADIO-1 and observe that RADIO-4 receives the call. Keep this call in progress until instructed to end the call.
- Step 3. Key RADIO-2 and observe that the radio receives a busy.
- Step 4. Key RADIO-3 and observe that the radio receives a busy.
- Step 5. End the Talkgroup Call established in Step 2.
- Step 6. Observe that RADIO-2 receives a callback prior to RADIO-3 receiving a callback.
- Step 7. Return the site to Wide Area Trunking unless the next test requires Site Trunking

Pass\_\_\_\_ Fail\_\_\_\_

## Site Trunking - FDMA Only Sites

### 3.2.7 Emergency Call and Alarm

#### 1. DESCRIPTION

Emergency Alarms and Calls can be initiated by subscribers when the registered site is in Site Trunking. With all subscribers registered on a Site Trunking site, a subscriber will initiate an Emergency Alarm by pressing the Emergency button. By pressing the PTT, an Emergency Call will be issued and the ID of the initiator will be displayed with an Emergency indication by the other subscribers on the same talkgroup.

Note that for site trunking, Emergency Call operation is always Top of Queue.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 RADIO-3 - TALKGROUP 2  
 RADIO-3 - SITE - SITE 1  
 RADIO-4 - TALKGROUP 3  
 RADIO-4 - SITE - SITE 1

Note: All Radios should be "Site Locked"

VERSION #1.010

#### 2. TEST

- Step 1. Place SITE 1 into the Site Trunking mode.
- Step 2. Simulate a busy system by disabling all channels at SITE 1 with the exception of the control channel and one voice channel.
- Step 3. Press the PTT on RADIO-3 and hold the PTT switch until instructed to release.
- Step 4. Key RADIO-4 and observe that the radio receives a busy.
- Step 5. Using RADIO-1, initiate an emergency alarm followed by an emergency call.
- Step 6. Observe that RADIO-1 cannot transmit due to the voice channel being busy.
- Step 7. Release the PTT switch on RADIO-3.
- Step 8. Observe that RADIO-1 can now proceed with the call and RADIO-2 receives the call. Also observe that the display on RADIO-2 denotes an emergency and the ID or Alias of the unit sending the emergency.
- Step 9. End the emergency call and verify that RADIO-4 gets a callback.
- Step 10. Restore all channels to service and return the site to Wide Area Trunking unless the next test requires Site Trunking.

Pass\_\_\_\_ Fail\_\_\_\_





## Site Trunking - FDMA Only Sites

### 3.2.8 Wide Area Recovery

#### 1. DESCRIPTION

A site in Site Trunking will transition to Wide Area Trunking when all failures have been cleared. All subscribers should transition from Site Trunking to Wide Area Trunking and continue to process calls.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-1 - SITE - SITE 1  
 RADIO-2 - TALKGROUP 1  
 RADIO-2 - SITE - SITE 1  
 CONSOLE-1 - TALKGROUP 1

Note: All Radios should be "Site Locked"

VERSION #1.020

#### 2. TEST

- Step 1. Set the status of SITE 1 to Wide Area and clear any system errors that may have placed SITE 1 into Site Trunking.
- Step 2. Verify that the status of SITE 1 has transitioned into Wide Area Trunking.
- Step 3. Verify that RADIO-1 and RADIO-2 no longer display Site Trunking.
- Step 4. Verify Wide Area communications between RADIO-1, RADIO-2 and CONSOLE-1.

Pass\_\_\_\_ Fail\_\_\_\_

### 3.3 MCC 7100/7500 TRUNKED RESOURCES

#### 3.3.1 Talkgroup Selection and Call

##### 1. DESCRIPTION

The Talkgroup Call is the primary level of organization for communications on a trunked radio system. Dispatchers with Talkgroup Call capability will be able to communicate with other members of the same talkgroup. This provides the effect of an assigned channel down to the talkgroup level. When a Talkgroup Call is initiated from a subscriber unit, the call is indicated on each dispatch operator position that has a channel control resource associated with the unit's channel/talkgroup.

##### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-2 - TALKGROUP 2  
 RADIO-3 - TALKGROUP 1  
 RADIO-4 - TALKGROUP 2  
 CONSOLE-1 - TALKGROUP 1  
 CONSOLE-2 - TALKGROUP 2

VERSION #1.010

##### 2. TEST

- Step 1. Initiate a wide area call from CONSOLE-1 on TALKGROUP 1.
- Step 2. Observe that RADIO-1 and RADIO-3 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 3. Observe that all consoles with TALKGROUP 1 can monitor both sides of the conversation.
- Step 4. Initiate a wide area call from CONSOLE-2 on TALKGROUP 2.
- Step 5. Observe that RADIO-2 and RADIO-4 will be able to monitor the call. Dekey the console and have either radio respond to the call.
- Step 6. Observe that all consoles with TALKGROUP 2 can monitor both sides of the conversation.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 3.3.2 PTT Unit ID/Alias Display

#### 1. DESCRIPTION

Console operator positions contain various resources such as talkgroup, multigroup, Private Call which enables the dispatcher to communicate with the subscriber units. If activity occurs on one of these operator position resources, the unit ID or associated alias of the initiating radio appears at the console resource.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-2 - TALKGROUP 1  
 CONSOLE-1 - TALKGROUP 1  
 CONSOLE-2 - TALKGROUP 1

VERSION #1.010

#### 2. TEST

- Step 1. Select the resource for TALKGROUP 1 on CONSOLE-1.
- Step 2. Initiate a call on TALKGROUP 1 from RADIO-2 and observe that the alias is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 3. Initiate a call from RADIO-1 and observe that the alias of RADIO-1 is seen at CONSOLE-1 in the resource window as well as in the Activity Log window.
- Step 4. Modify RADIO-2's alias. Make sure to give enough time for the alias change to propagate to the Zone Controller.
- Step 5. Initiate a call from RADIO-2 and observe the new alias of RADIO-2 is seen at CONSOLE-1 in the list in the resource window as well as in the Activity Log window.
- Step 6. Return RADIO-2's alias to its original state.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Trunked Resources

### 3.3.3 Emergency Alarm and Call Display Description

#### 1. DESCRIPTION

Users in life threatening situations can use the emergency button on the radio to send an audible alarm and a visual alarm signal to a console operator in order to request immediate system access to a voice channel for an emergency call. An emergency alarm begins after the radio user presses the radio's emergency button. Pressing the emergency button places the radio in "emergency mode". To begin an emergency call, the radio user must press the radio's PTT button while in "emergency mode." The assigned voice channel will be dedicated to the emergency caller's talkgroup for an extended period of time, equal to the Message Hang Time plus the Emergency Hang Time. As with other call types, emergency calls can operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1  
CONSOLE-2 - TALKGROUP 1

VERSION #1.010

#### 2. TEST

- Step 1. Initiate an Emergency Alarm from RADIO-1.
- Step 2. Observe the Emergency from RADIO-1 is received at CONSOLE-1 for TALKGROUP 1.
- Step 3. Acknowledge the Emergency at the operator position. Verify CONSOLE-2 receives notification that the call has been acknowledged.
- Step 4. Initiate a call with RADIO-1 to initiate an Emergency call.
- Step 5. Observe CONSOLE-1 and CONSOLE-2 can monitor RADIO-1
- Step 6. Clear the Emergency from CONSOLE-1 on TALKGROUP 1.
- Step 7. End the Emergency Alarm from RADIO-1.

Pass\_\_\_\_ Fail\_\_\_\_





## MCC 7100/7500 Trunked Resources

### 3.3.4 Multi-Select Operation

#### 1. DESCRIPTION

Multi-Select (Msel) allows the console operator to group a number of channels/talkgroups together such that when the general transmit bar is depressed, all of the multi-selected channels/talkgroups will transmit at the same time with the same information. Multi-Select is one way communication call. If a radio user responds to a Multi-Select call the talkgroup the user is affiliated to will be the only one to hear the call. There is no super-group formed, so radio communication is still at the single talkgroup level. Multi-Select is utilized to send an APB to several channels/talkgroups. A Multi-Select has a limit of twenty (20) trunking/conventional resources

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 2  
CONSOLE-1 - TALKGROUP 1, TALKGROUP 2

VERSION #1.010

#### 2. TEST

- Step 1. From CONSOLE-1, create an Msel group with TALKGROUP 1 and TALKGROUP 2.
- Step 2. Transmit on the Msel using the Msel instant transmit button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear the call.
- Step 4. Initiate a call with RADIO-1.
- Step 5. Verify the call is heard on CONSOLE-1 but not on RADIO-2.
- Step 6. Initiate a call with RADIO-2.
- Step 7. Verify the call is heard on CONSOLE-1 but not on RADIO-1.
- Step 8. On CONSOLE-1 dissolve the Msel.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Trunked Resources

### 3.3.5 Talkgroup Patch

#### 1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

#### SETUP

RADIO-1 - TALKGROUP 1  
 RADIO-2 - TALKGROUP 2  
 RADIO-3 - TALKGROUP 1  
 RADIO-4 - TALKGROUP 2  
 CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

#### VERSION #1.010

#### 2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass\_\_\_\_\_ Fail\_\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 3.3.6 Call Alert

#### 1. DESCRIPTION

Call Alert Page allows a subscriber/dispatcher to selectively alert another radio unit. The initiating subscriber/console will receive notification as to whether or not the call alert was received. Units receiving a Call Alert will sound an alert tone and show a visual alert indication. The display will also show the individual ID of the initiating subscriber/console unit.

#### SETUP

RADIO-1 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

VERSION #1.030

#### 2. TEST

- Step 1. Using CONSOLE-1, select the call alert button in the "Private Call" resource window.
- Step 2. Enter the ID of RADIO-1 and send the call alert to RADIO-1.
- Step 3. Verify that RADIO-1 receives the alert and that the ID or alias of the console is shown.
- Step 4. Turn off RADIO-1.
- Step 5. Using CONSOLE-1, send the call alert to RADIO-1 again.
- Step 6. Verify that after trying to page RADIO-1, the console displays "Can not send call alert - target not found" in the summary/status list.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Trunked Resources

### 3.3.7 Console Initiated Private Call to Subscriber

#### 1. DESCRIPTION

Private Conversation is a selective calling feature which allows a dispatcher or radio user to carry on one-to-one conversation that is heard only by the two parties involved. Subscriber units receiving a private call will sound an alert tone. As with other call types, Private Calls operate across sites as well as within the same site.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

#### 2. TEST

- Step 1. Using CONSOLE-1, select the "PRIVATE-CALL" tile and click the Private Call function.
- Step 2. Select the unit to be Private Called, in this case RADIO-1. (or select the numeric keypad and enter the Unit ID to be Private Called.)
- Step 3. Click the Send button.
- Step 4. Answer the Private Call with RADIO-1 and respond to the console.
- Step 5. Verify RADIO-2 does not hear the private conversation.
- Step 6. After completing the Private Call, return to the normal talkgroup mode.

Pass\_\_\_\_ Fail\_\_\_\_





## MCC 7100/7500 Trunked Resources

### 3.3.8 Console Priority

#### 1. DESCRIPTION

Console Operator Positions have ultimate control of transmitted audio on an assigned voice channel resource. The Console Position has the capability to take control of an assigned voice channel for a talkgroup call so that the operator's audio overrides any subscriber audio. Console priority is a feature that enables dispatchers to gain immediate access to an assigned voice channel so that a central point of audio control exists.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1  
CONSOLE-1 - TALKGROUP 1

VERSION #1.020

#### 2. TEST

- Step 1. Initiate a Talkgroup call from RADIO-1 on TALKGROUP 1. Keep this call in progress until the test has completed.
- Step 2. Observe that RADIO-2 receives the call.
- Step 3. While the call is in progress, key up CONSOLE-1 on TALKGROUP 1.
- Step 4. Observe that RADIO-2 is now receiving audio from CONSOLE-1 on TALKGROUP 1.
- Step 5. De-key CONSOLE-1.
- Step 6. Verify RADIO-2 now receives RADIO-1 audio.
- Step 7. End the TALKGROUP 1 call from RADIO-1.

Pass\_\_\_\_ Fail\_\_\_\_

## MCC 7100/7500 Trunked Resources

### 3.3.9 Instant Recall Recorder (IRR) Operation

#### 1. DESCRIPTION

The Instant Recall Recorder (IRR) allows for audio from a phone call or a radio call to be played back at the MCC 7500 or MCC 7100 Console position. Thirty minutes of audio is saved for radio and an additional thirty minutes for telephone. The audio is saved on the positions hard disk in the form of a .wav file.

#### SETUP

RADIO-1 - TALKGROUP 1  
RADIO-2 - TALKGROUP 1

CONSOLE-1 - TALKGROUP 1 running IRR application.

VERSION #1.020

#### 2. TEST

- Step 1. Select a radio channel on the CONSOLE-1 application window.
- Step 2. Select IRR from the CONSOLE-1 toolbar.
- Step 3. Initiate radio communication between RADIO-1 and RADIO-2.
- Step 4. Verify a new entry appears in the IRR log window.
- Step 5. Select the new entry from the list.
- Step 6. Press play and verify conversation replay.

Pass\_\_\_\_ Fail\_\_\_\_



## MCC 7100/7500 Trunked Resources

### 3.3.10 Activity Log

#### 1. DESCRIPTION

The Console activity log will show all traffic for the resource assigned to that console to include the time, radio alias, TG, PTT ID and Emergency Call.

The dispatcher has the capability of selecting a logged call within in the "Activity Log Window" for instant transmit on the corresponding logged resource.

This activity log can be logged to a text file for archival purposes.

Note: The log file in the ops will only be seen if you first check Log Activity in Elite Admin application then in folder options uncheck hide hidden system files. The location will be c:\Program Data\MCC7500\MessageMonitorLogs.

#### SETUP

RADIO-1 – TALKGROUP 1  
 RADIO-2 – TALKGROUP 2  
 RADIO-3 – TALKGROUP 3  
 RADIO-4 – TALKGROUP 4  
 CONSOLE-1 – TALKGROUP 1, TALKGROUP 2,  
 TALKGROUP 3, TALKGROUP 4

VERSION #1.020

#### 2. TEST

- Step 1. On CONSOLE-1 select the "Show Activity Log" button on the tool bar to open the Activity Log Window.
- Step 2. Initiate calls on RADIO-1, RADIO-2, RADIO-3 and RADIO-4 to log call information and verify calls are displayed in the activity log window.
- Step 3. Select a logged call in the Activity Log Window and verify that the Channel Control Window (CCW) at the top of the Activity log window changes to the corresponding resource. Verify the dispatcher is capable of responding via the instant transmit button.
- Step 4. Open the text file created by the Activity Log and verify call traffic has been archived to the document file.

Pass\_\_\_\_\_ Fail\_\_\_\_\_

## MCC 7100/7500 Trunked Resources

### 3.3.11 Alarm Input / Outputs (Aux I/O Option)

#### 1. DESCRIPTION

The alarm inputs of the Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored in the factory.

#### SETUP

Connect a multi-meter capable of monitoring closures to the proper pins of the punch block cabled to the Aux I/O. One momentary input and one momentary output should be configured on at least one MCC 7100/7500 console.

CONSOLE-1 - TALKGROUP 1  
CONSOLE-1 - SITE - CONSITE 1  
Aux I/O punch block pinout:

Aux I/O 1 - pins 26,1  
Aux I/O 2 - pins 27,2  
Aux I/O 3 - pins 28,3  
Aux I/O 4 - pins 29,4

VERSION #1.010

#### 2. TEST

- Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block.
- Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON\_STATE.
- Step 3. Remove the shorting wire and verify that CONSOLE-1 displays the icon designated for an OFF\_STATE.
- Step 4. Connect the meter to the pins to monitor a relay output.
- Step 5. Verify that the meter reads an open circuit.
- Step 6. Press the output button on the console to initiate a relay closure.
- Step 7. Verify that the meter displays a closed circuit.

Pass\_\_\_\_ Fail\_\_\_\_





### 3.4 SIGNOFF CERTIFICATE

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

#### Signatures

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Initials: \_\_\_\_\_

Please Print Title: \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Initials: \_\_\_\_\_

Please Print Title: \_\_\_\_\_

WITNESS: \_\_\_\_\_ Date: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

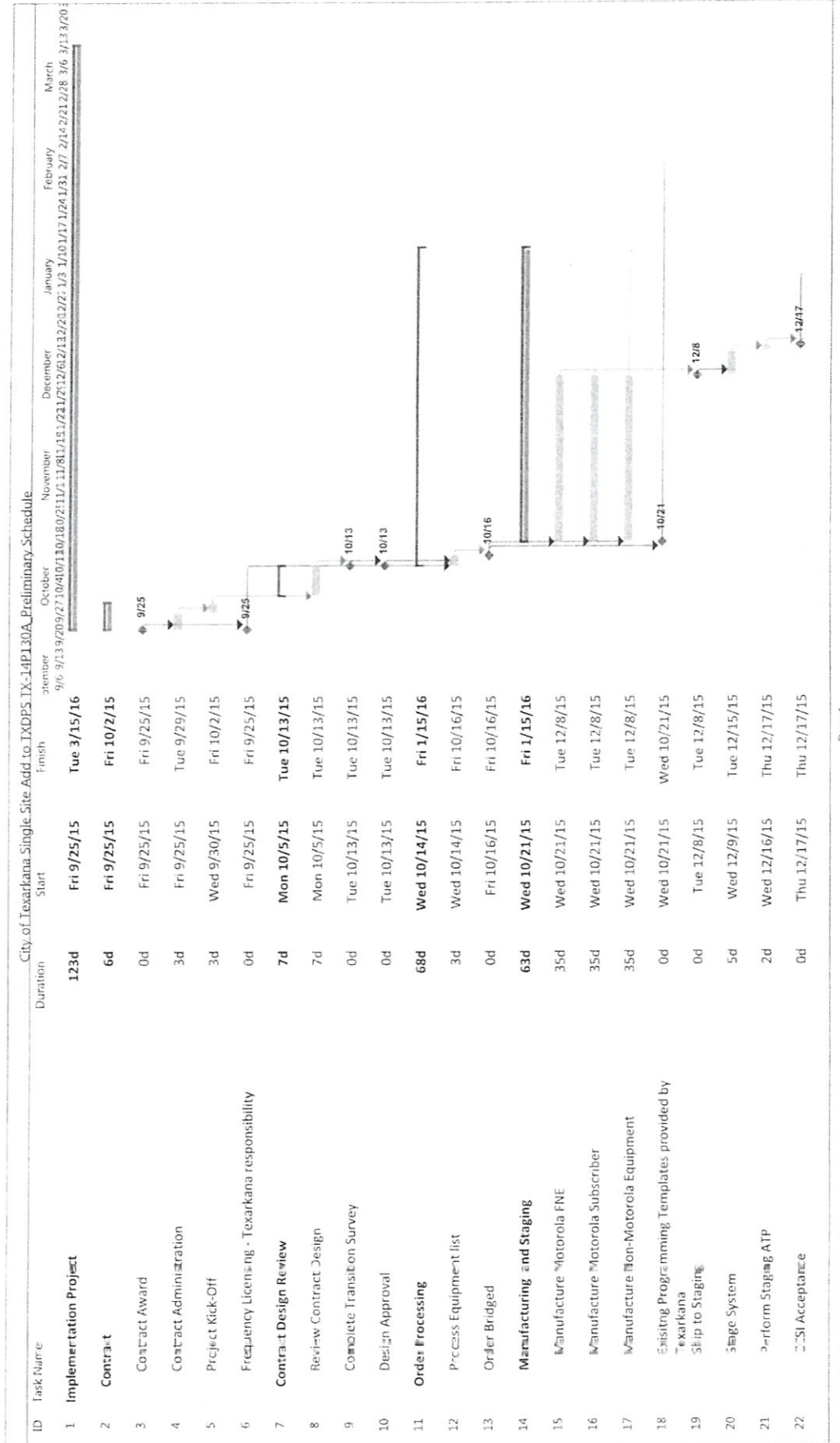
Initials: \_\_\_\_\_

Please Print Title: \_\_\_\_\_

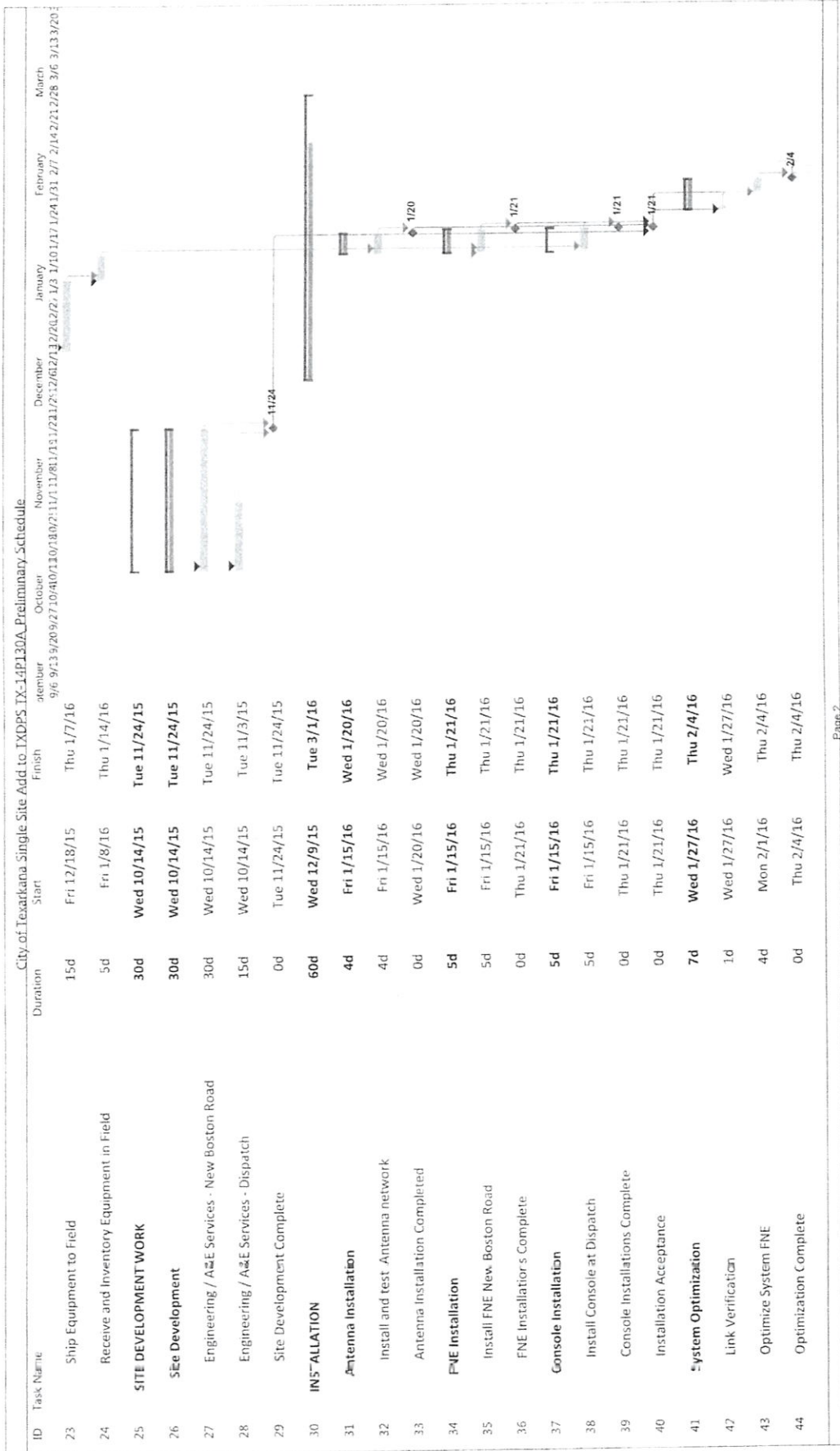
## Exhibit C

### Technical and Implementation Documents

#### C-6 "Performance Schedule"

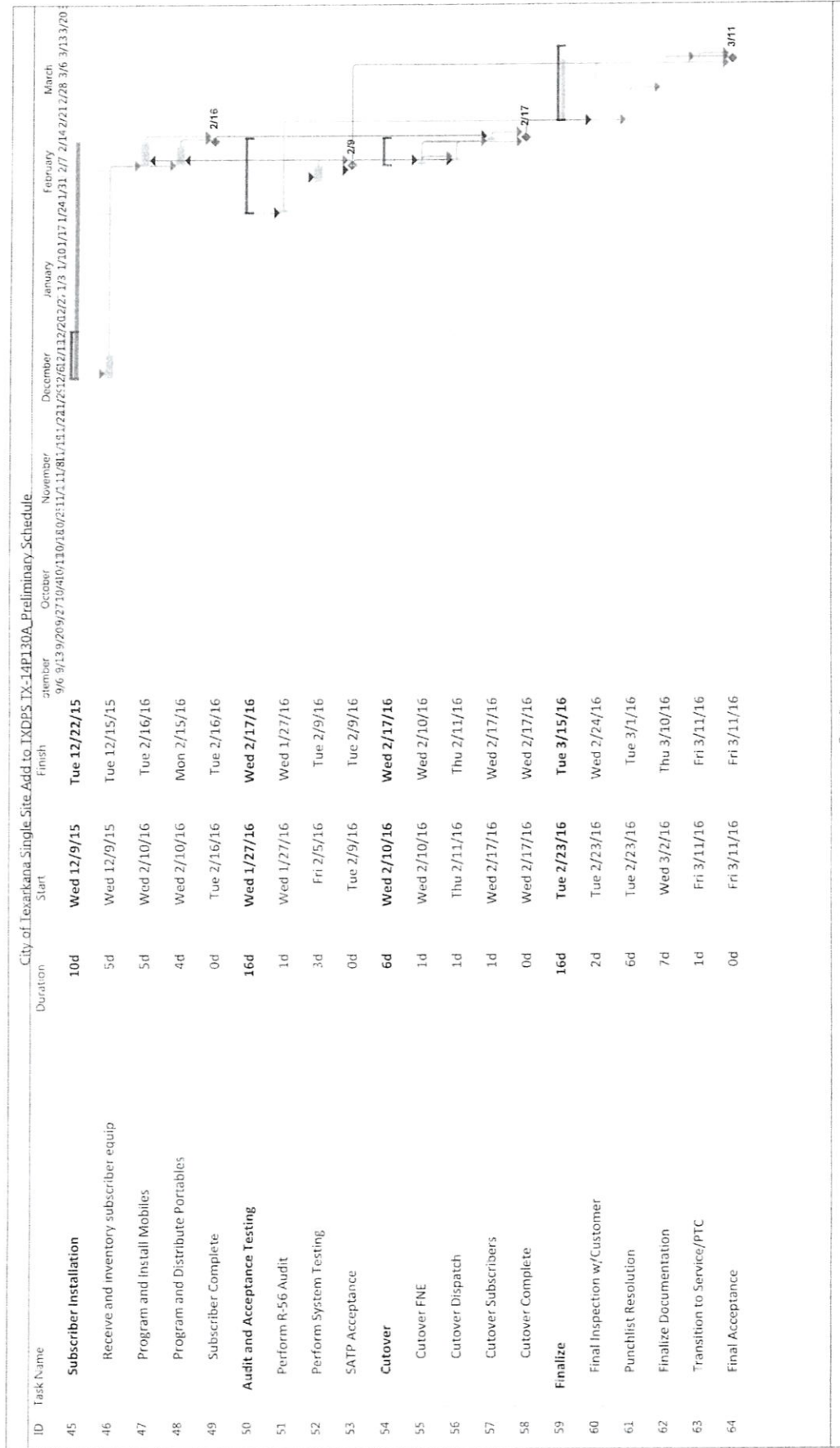


Page 1



Page 2





Page: 3

## Exhibit C

### Technical and Implementation Documents

C-7 Post Warranty and Life Cycle Services Pricing dated August 24, 2015

CITY OF TEXARKANA, TX\_POST WARRANTY & LIFE CYCLE SERVICES

8/24/2015

City of Texarkana, TX\_Sch ASR and Console tie to TXOPS Master - San Antonio  
M3\_Auto 7.11 & Above

| STANDARDIZED FNE SERVICES                                     | APC WARRANTY | YEAR 2       | YEAR 3       | YEAR 4       | YEAR 5       | YEAR 6       | YEAR 7       | YEAR 8       | YEAR 9       | YEAR 10      | TOTAL (YR 2-10) |
|---------------------------------------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|-----------------|
| Dispatch Service                                              | 000 \$ -     | \$ 386.83    | \$ 409.32    | \$ 426.78    | \$ 451.26    | \$ 473.84    | \$ 497.53    | \$ 522.41    | \$ 548.53    | \$ 575.96    | \$ 4,268.48     |
| Network Monitoring Component                                  | 561 \$ -     | \$ 1,762.71  | \$ 1,850.85  | \$ 1,943.38  | \$ 2,040.56  | \$ 2,142.59  | \$ 2,249.72  | \$ 2,362.20  | \$ 2,480.31  | \$ 2,604.33  | \$ 19,436.66    |
| Technical Support                                             | 772 \$ -     | \$ 762.71    | \$ 800.85    | \$ 840.88    | \$ 882.93    | \$ 927.08    | \$ 973.44    | \$ 1,022.11  | \$ 1,073.21  | \$ 1,126.87  | \$ 8,410.09     |
| Infrastructure Repair W/ Adv Repl Service                     | 929 \$ -     | \$ 8,745.76  | \$ 9,183.05  | \$ 9,642.20  | \$ 10,124.31 | \$ 10,630.53 | \$ 11,162.06 | \$ 11,729.16 | \$ 12,306.17 | \$ 12,921.47 | \$ 96,435.72    |
| Premier On-Site                                               | 862 \$ -     | \$ 12,162.71 | \$ 12,770.65 | \$ 13,409.39 | \$ 14,079.86 | \$ 14,783.85 | \$ 15,523.04 | \$ 16,299.20 | \$ 17,114.16 | \$ 17,969.66 | \$ 134,112.92   |
| Network Preventative Maintenance                              | 769 \$ -     | \$ 1,946.15  | \$ 2,046.61  | \$ 2,148.94  | \$ 2,256.39  | \$ 2,369.21  | \$ 2,487.67  | \$ 2,612.05  | \$ 2,742.65  | \$ 2,879.79  | \$ 21,492.46    |
| Total FNE Services Annual Sale Price                          |              | \$ 25,772.88 | \$ 27,061.62 | \$ 28,414.60 | \$ 29,835.33 | \$ 31,327.10 | \$ 32,893.45 | \$ 34,538.13 | \$ 36,265.03 | \$ 38,078.28 | \$ 284,186.33   |
| Lifecycle Service Products Price                              |              |              |              |              |              |              |              |              |              |              | LCS TOTAL       |
| SUS                                                           | 519          | \$ 3,995.00  | \$ 4,080.00  | \$ 4,250.00  | \$ 4,435.00  | \$ 4,605.00  | \$ 4,790.00  | \$ 4,980.00  | \$ 5,175.00  | \$ 5,375.00  | \$ 40,375.00    |
| SUA I                                                         | 823          | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 14,500.00 | \$ 130,900.00   |
| Total Lifecycle Service- Annual Sale Price                    |              | \$ 18,495.00 | \$ 18,580.00 | \$ 18,750.00 | \$ 18,935.00 | \$ 19,005.00 | \$ 19,190.00 | \$ 19,340.00 | \$ 19,455.00 | \$ 19,615.00 | \$ 171,275.00   |
| Post Warranty and Life Cycle Services Customer Subtotal Price |              | \$ 44,267.88 | \$ 45,641.62 | \$ 47,164.60 | \$ 48,770.33 | \$ 50,332.10 | \$ 52,083.45 | \$ 53,898.13 | \$ 55,710.03 | \$ 57,693.28 | \$ 455,461.33   |
| Contract Total - 5% Discount                                  |              | \$ 42,054.49 | \$ 43,359.45 | \$ 44,806.37 | \$ 46,236.82 | \$ 47,815.48 | \$ 49,479.28 | \$ 51,203.22 | \$ 52,994.53 | \$ 54,838.62 | \$ 432,688.27   |

8/24/2015

Motorola Confidential Proprietary

Page 1 of 1

## Exhibit C

### Technical and Implementation Documents

C-8 SUA-II Statement of Work dated September 22, 2015 [9 pages]





## STATEMENT OF WORK

### ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

#### 1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to chose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.



- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
  - 1.10.1 Servers
  - 1.10.2 PC Workstations
  - 1.10.3 Routers
  - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
  - 1.11.1 GTR 8000 Base Stations
  - 1.11.2 GCP 8000 Site Controllers
  - 1.11.3 GCM 8000 Comparators
  - 1.11.4 MCC 7500 Console Operator Positions
  - 1.11.5 STR 3000 Base Stations
  - 1.11.6 Quantar Base Stations
  - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
  - 1.11.8 Centracom Gold Elite Central Electronics Banks
  - 1.11.9 Ambassador Electronics Banks
  - 1.11.10 Motorola Gold Elite Gateways
  - 1.11.11 ASTROTAC Comparators
  - 1.11.12 PSC 9600 Site Controllers
  - 1.11.13 PBX Switches for Telephone Interconnect
  - 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.



- 1.14 As system releases become available, Motorola will provide up to orice in a two-year period the following software design and technical resources necessary to complete system release upgrades:
  - 1.14.1 Review infrastructure system audit data as needed.
  - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.14.5 Program management support required to perform the system upgrade.
  - 1.14.6 Field installation labor required to perform the system upgrade.
  - 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
  - 2.1.1 Motorola responsibilities
    - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
    - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
    - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
    - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
    - 2.1.1.5 Inform Customer of high speed internet connection requirements.
    - 2.1.1.6 Assign program management support required to perform the system upgrade.
    - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
    - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
    - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless





specifically stated in this document, Motorola will provide this training only once per system.

#### 2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

#### 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

##### 2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.
- 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
- 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

##### 2.2.2 Customer responsibilities

- 2.2.2.1 Validate system maintenance is current.
- 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

#### 2.3 System Upgrade

##### 2.3.1 Motorola responsibilities

- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

##### 2.3.2 Customer responsibilities

- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.





- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 2.4 Upgrade Completion

### 2.4.1 Motorola responsibilities

- 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.  
 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.  
 2.4.1.3 Obtain upgrade completion sign off from the customer.

### 2.4.2 Customer Responsibilities

- 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.  
 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.  
 2.4.2.3 Provide Motorola with upgrade completion sign off.

## 3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- MCC5500 Dispatch Consoles
  - MIP5000 Dispatch Consoles
  - Plant/E911 Systems
  - MOTOBRIDGE Solutions
  - ARC 4000 Systems
  - Motorola Public Sector Applications Software ("PSA")
  - Custom SW, CAD, Records Management Software
  - Data Radio Devices
  - Mobile computing devices such as Laptops
  - Non-Motorola two-way radio subscriber products
  - Genesis Products
  - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).



- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### 4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



# Appendix A – ASTRO 25 System Release Upgrade Paths

| Release Date | Platform Release | Available Upgrade Paths           |                                   |
|--------------|------------------|-----------------------------------|-----------------------------------|
| Oct-05       | R7.0             | Direct Upgrade to Current Release |                                   |
| Jun-06       | R7.1             |                                   |                                   |
| Dec-06       | R7.2             |                                   |                                   |
| Mar-07       | R7.1.1           |                                   |                                   |
| Dec-07       | R7.4             |                                   |                                   |
| Jun-08       | R7.5             |                                   |                                   |
| Dec-08       | R7.6             |                                   |                                   |
| Jun-09       | R7.7             | 7.14                              | Direct Upgrade to Current Release |
| Jan-10       | R7.8             | N/A                               |                                   |
| Dec-10       | R7.9             | 7.13*                             |                                   |
| Aug-11       | R7.11            | 7.14                              |                                   |
| Mar-12       | R7.12            | N/A                               |                                   |
| Nov-12       | R7.13            | 7.14                              | 7.15                              |
| Nov-13       | R7.14            | 7.15                              | 7.16 (planned)                    |
| Nov-14       | R7.15            | 7.16 (planned)                    | 7.17 (planned)                    |
| Nov-15       | R7.16 (planned)  | 7.17 (planned)                    | 7.18 (planned)                    |
| Nov-16       | R7.17 (planned)  | 7.18 (planned)                    | 7.19 (planned)                    |

\* Must currently be on T5220 servers

- The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.





## Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

|                                                                                                                                                |    |
|------------------------------------------------------------------------------------------------------------------------------------------------|----|
| Core                                                                                                                                           |    |
| Master Site Configuration                                                                                                                      | M3 |
| Zones in Operation (Including DSR and Dark Master Sites)                                                                                       | 0  |
| Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR | 0  |
| RF System                                                                                                                                      |    |
| Voice RF Sites & RF Simulcast Sites (including Prime Sites)                                                                                    | 1  |
| Repeaters/Stations (FDMA)                                                                                                                      | 6  |
| Repeaters/Stations (TDMA)                                                                                                                      | 0  |
| HPD RF Sites                                                                                                                                   | 0  |
| HPD Stations                                                                                                                                   | 0  |
| Dispatch Console System                                                                                                                        |    |
| Dispatch Sites                                                                                                                                 | 1  |
| Gold Elite Operator Positions                                                                                                                  | 0  |
| MCC 7500 Operator Positions (GPIOM)                                                                                                            | 0  |
| MCC 7500 Operator Positions (VPM)                                                                                                              | 4  |
| Conventional Channel Gateways (CCGW)                                                                                                           | 3  |
| Conventional Site Controllers (GCP 8000 Controller)                                                                                            | 1  |
| Logging System                                                                                                                                 |    |
| Number of AIS Servers                                                                                                                          | 0  |
| Number of Voice Logging Recorder                                                                                                               | 0  |
| Number of Logging Replay Clients                                                                                                               | 0  |
| Network Management and MOSCAD NFM                                                                                                              |    |
| Network Management Clients                                                                                                                     | 0  |
| MOSCAD NFM Systems                                                                                                                             | 0  |
| MOSCAD NFM RTUs                                                                                                                                | 0  |
| MOSCAD NFM Clients                                                                                                                             | 0  |
| Fire Station Alerting (FSA)                                                                                                                    |    |
| FSA Systems                                                                                                                                    | 0  |
| FSA RTUs                                                                                                                                       | 0  |
| FSA Clients                                                                                                                                    | 0  |
| Fire Station Alerting (FSA)                                                                                                                    |    |
| Voice Subscribers non-APX                                                                                                                      | 0  |
| Voice Subscribers APX                                                                                                                          | 0  |
| HPD Subscribers                                                                                                                                | 0  |
| Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)                                            |    |
| Workstations - High Performance                                                                                                                | 0  |
| Workstations - Mid Performance                                                                                                                 | 4  |
| Servers - High Performance                                                                                                                     | 0  |
| Servers - Mid Performance                                                                                                                      | 0  |
| LAN Switch - High Performance                                                                                                                  | 0  |
| LAN Switch - Mid Performance                                                                                                                   | 2  |
| Routers                                                                                                                                        | 5  |





## Appendix C – High-Speed Connectivity Specifications

### Connectivity Requirements

- The minimum supported link between the core and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
  - Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms
- The network requirements above are based on the SLA provided for Sprint Dedicated IP Services as of April, 2012. It is possible other vendors may not be able to meet this exact SLA, so these cases must be examined on a case-by-case basis.

**Exhibit D System Acceptance Certificate**

Customer Name: City of Texarkana, Texas

Project Name: Astro 25 Trunked Communications System Upgrade

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and the City acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

City Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E Milestone Acceptance Form**

Customer Name: City of Texarkana, Texas  
 Project Name: Astro 25 Trunked Communications System Upgrade

Milestone/Deliverable Name: \_\_\_\_\_

Testing Completion Date: \_\_\_\_\_

Milestone/Deliverable

— Target Completion Date: \_\_\_\_\_

— Actual Completion Date: \_\_\_\_\_

Approval Date: \_\_\_\_\_

Invoice Date / Invoice #:  
 (attach invoice) \_\_\_\_\_

Supporting Documentation (list and attach):

Motorola Comments:

City Comments:

Approved by City / City Representative:

Approved by Motorola / Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit F Final Project Acceptance Certificate**

Customer Name: City of Texarkana, Texas

Project Name: Astro 25 Trunked Communications System Upgrade

This Final Project Acceptance Certificate memorializes the occurrence of Final Project Acceptance. Motorola and the City acknowledge that Motorola has provided and the City has received all deliverables, Motorola has completed/resolved all punch list items, and Motorola has performed all other work required for Final Project Acceptance.

City Representative:

Motorola Representative:

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**RESOLUTION NO. 2015-097**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A FINANCING AGREEMENT WITH REGIONS BANK, OF TEXARKANA, TEXAS FOR PUBLIC SAFETY COMMUNICATIONS EQUIPMENT, TO BE FINANCED OVER A SEVEN YEAR PERIOD, FOR A TOTAL AMOUNT, INCLUDING INTEREST AND ALL FEES AND OTHER COSTS, NOT TO EXCEED \$1,197,468.28; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council has previously approved an agreement with Motorola Solutions through an inter-local agreement with Houston-Galveston Area Council for the purchase and installation of public safety communications equipment utilizing the Texas Department of Public Safety statewide system; and

**WHEREAS**, the cost of this equipment will not exceed ONE MILLION ONE HUNDRED TWENTY THOUSAND ONE HUNDRED FIFTY-FOUR AND 32/100 DOLLARS (\$1,120,154.32), and the cost of associated maintenance will not exceed FOUR HUNDRED THIRTY-TWO THOUSAND SIX HUNDRED EIGHTY-EIGHT AND 27/100 DOLLARS (\$432,688.27) over ten (10) years, and

**WHEREAS**, utilizing a financing agreement to purchase this equipment will allow immediate replacement of existing outdated equipment; and

**WHEREAS**, the City of Texarkana, Texas, has received financing proposals from several local banks, Motorola Solutions, Inc., and could also choose to finance this project by issuing Certificates of Obligation or Tax Notes; and

**WHEREAS**, the best proposal presented for financing this project was a lease/purchase agreement submitted by Regions Bank of Texarkana, Texas, which proposes to finance the equipment cost of ONE MILLION ONE HUNDRED TWENTY THOUSAND ONE HUNDRED FIFTY-FOUR AND 32/100 DOLLARS (\$1,120,154.32), over a seven (7) year period, with total payments, including principal and interest, and other fees, not to exceed ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 28/100 DOLLARS (\$1,197,468.28); and

**WHEREAS**, the funds for the first year payment have been appropriated in the City's Debt Service Fund, and funds for future payments are anticipated to be appropriated in the same fund.

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

**SECTION 1:** That the City Manager be and is hereby authorized to negotiate and execute a Lease/Purchase Agreement with Regions Bank of Texarkana, Texas for public safety communications equipment, over a seven (7) year period, that will be at an amount not to exceed

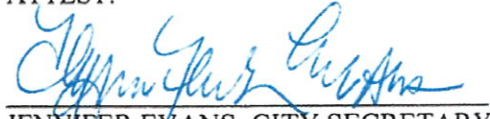
ONE HUNDRED SEVENTY-ONE THOUSAND TWENTY AND 52/100 DOLLARS (\$171,020.52) per year for a total cost, including principal and interest paid, not to exceed ONE MILLION ONE HUNDRED NINETY-SEVEN THOUSAND FOUR HUNDRED SIXTY-EIGHT AND 28/100 DOLLARS (\$1,197,468.28).

**SECTION 2:** That funds for the annual maintenance portion of the agreement with Motorola Solutions, Inc., are not included in this financing arrangement, and will have to be appropriated in the City's operating budget as a separate item beginning in fiscal year 2017.

**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 14<sup>th</sup> day of September, 2015.

ATTEST:

  
JENNIFER EVANS, CITY SECRETARY

  
BOB BRUGGEMAN, MAYOR

6:48 p.m.



Date of Lease: November 20, 2015

Lease No. 001-0012612-001

[TEXAS]

## EQUIPMENT LEASE-PURCHASE AGREEMENT

Lessor: REGIONS EQUIPMENT FINANCE CORPORATION

Address: P.O. Box 11407, Birmingham, Alabama 35246-1001

Lessee: CITY OF TEXARKANA, TEXAS

Address: 220 TEXAS BLVD, TEXARKANA, TX 75501

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the items of Equipment (the "Equipment") described in Exhibit A attached to this Equipment Lease-Purchase Agreement (the "Lease"), upon the following terms and conditions:

1. **Delivery and Acceptance.** Lessee, or if Lessee so requests, Lessor, will cause the Equipment to be delivered to Lessee at the location specified in Exhibit A (the "Equipment Location"). Lessee will pay all transportation and other costs, if any, incurred in connection with the delivery of the Equipment. Lessee will accept the Equipment as soon as it has been delivered and is operational, or in the event that the manufacturer or vendor allows a pre-acceptance test period, as soon as the test period has expired. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor an acceptance certificate ("Acceptance Certificate") in the form attached hereto as Exhibit B upon receipt of the Equipment.

2. **Term.** This Lease will become effective upon the last date executed by Lessee and Lessor (the "Effective Date"). The term of this Lease shall run for a period of twelve (12) months from the Effective Date, unless earlier terminated as expressly provided for in this Lease, and shall terminate absolutely without further obligation on the part of the Lessee at the end of such Term if not renewed for an additional Term or Terms. The Term of this Lease will automatically be renewed for an additional period of one year unless Lessee gives written notice to Lessor of its intent to terminate the Lease within thirty (30) days prior to the end of then current Term. If not sooner terminated, the Lease will continue until the expiration Date set forth on Exhibit C attached hereto (the "Lease Term"). THIS EQUIPMENT LEASE CANNOT BE CANCELED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED WITHIN THIS LEASE.

3. **Rent.** Lessee agrees to pay to Lessor or its assignee the lease payments (the "Lease Payments"), including the interest portion, equal to the aggregate amounts specified in Exhibit C; provided, however, that the Lessee shall be obligated to make such Lease Payments during any fiscal year to the extent that such Lease Payments may be made from current revenues lawfully budgeted and appropriated for such purpose during such year. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment date as set forth in Exhibit C and thereafter on the dates set forth in Exhibit C. Any payments received later than ten days from the due date will bear interest from the due date at the rate of 3% in excess of the rate set forth on Exhibit C or the highest rate permitted by law, whichever is less. Except as specifically provided in Section 4 hereof, the obligation to make the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever. Any and all payment(s) received by Lessor hereunder shall be applied to amounts due hereunder at Lessor's sole discretion notwithstanding any contrary instruction or instrumentation by Lessee. Unless Lessor decides, in its sole discretion, to apply any and all payments(s) received from Lessee in a different manner, then any payments shall be applied in the following order of priority: (i) to repay any reimbursement items due Lessor from Lessee pursuant to the provisions of this Lease; (ii) to pay for any amounts owed by Lessee by virtue of its indemnification obligations under Section 16 hereof; (iii) to any accrued interest owed in connection with a late Lease Payment; (iv) to any accrued interest with respect to any Lease Payments then due; and then (iv) to reduce the principal component(s) of the Lease Payment(s) as and when due hereunder.

Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that it will do all things lawfully within its power to obtain, maintain and properly request and pursue funds from which the Lease Payments may be made, including making provisions for such payments to the extent necessary in each budget submitted for the purpose of obtaining funding, using its bona fide best efforts to have such portion of the budget approved and exhausting all available administrative reviews and appeals in the event such portion of the budget is not approved. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the use of the Equipment is essential to its proper, efficient and economic operation.

The total obligation of Lessee for the fiscal year of execution is the sum of the monthly payments for such fiscal year as set forth on Exhibit C. The total obligation of Lessee in each fiscal year renewal term is the sum of the monthly payments during such fiscal year renewal term as set forth on Exhibit C. A schedule of Lessee's total obligation for the fiscal year of execution and for each fiscal year in which this Lease is renewed is attached hereto as Exhibit C.

4. **Nonappropriation of Funds.** In the event no funds or insufficient funds are appropriated and budgeted, or funds are otherwise not available out of current revenues of Lessee by any means whatsoever, in any fiscal period for Lease Payments due under this Lease, then Lessee will immediately notify Lessor or its assignee of such occurrence and this Lease shall terminate on the last day of the fiscal period for

11/13/2015

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending

which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. In the event of such termination, Lessee agrees to peaceably and immediately surrender possession of the Equipment to Lessor or its assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor and to execute any and all documents necessary or convenient to memorialize the relinquishment of all of Lessee's rights, title and or interest in such Equipment to Lessor or its successors and assigns. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment.

Notwithstanding the foregoing, Lessee agrees (i) that it will not cancel this Lease under the provisions of this Section if any funds are appropriated to it, or by it, for the acquisition, retention or operation of the Equipment or other equipment performing functions similar to the Equipment for the fiscal period in which such termination occurs or the next succeeding fiscal period thereafter, and (ii) that it will not, during a period of three (3) years after such termination occurs, appropriate funds or otherwise give priority in the application of funds to any other functionally similar equipment. This section will not be construed so as to permit Lessee to terminate this Lease in order to acquire any other equipment or to allocate funds directly or indirectly to perform essentially the same function for which the Equipment is intended.

Notwithstanding any provision to the contrary contained in this Lease, it is expressly understood and agreed that Lease Payments to be made in each fiscal year shall be payable only out of current revenues of Lessee for that fiscal year lawfully budgeted and appropriated during such year.

5. **Limitation on Warranties and Disclaimer.** Lessee acknowledges and agrees that the Equipment is of a size, design and capacity selected by Lessee, that Lessor is neither a manufacturer nor a vendor of such equipment, and that LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION, WARRANTY, OR COVENANT, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION, QUALITY, DURABILITY, DESIGN, OPERATION, FITNESS FOR USE OR SUITABILITY OF THE EQUIPMENT IN ANY RESPECT WHATSOEVER OR IN CONNECTION WITH OR FOR THE PURPOSES AND USES OF LESSEE, OR ANY OTHER REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT THERETO, AND LESSOR SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF OR TO LESSEE OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE EQUIPMENT INCLUDING THE MAINTENANCE, INSTALLATION, OPERATION, OR REPAIR THEREOF. Lessee acknowledges that it has selected the equipment based upon its own judgment and expressly disclaims any reliance upon any statements or representations made by Lessor. All Equipment is or will be accepted by Lessee "as is" after inspection by Lessee.

Lessor hereby assigns to Lessee during the Lease Term, so long as no Event of Default (as hereinafter defined) has occurred and is continuing, all manufacturer's warranties, if any, express or implied with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense.

6. **Authority and Authorization.** Lessee represents, covenants and warrants, and as requested by Lessor, will deliver an opinion of counsel to the effect that: (i) Lessee is a fully constituted political subdivision, agency or public corporation of the State of Texas; (ii) the execution, delivery and performance by Lessee of this Lease has been duly authorized by all necessary action on the part of Lessee; (iii) this Lease has been executed on behalf of the Lessee by its duly authorized officers; and (iv) this Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms. Lessee agrees that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect; (ii) it has complied with all bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part; and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

7. **Title.** Upon acceptance of the Equipment by Lessee hereunder, title to the Equipment will vest in Lessee; subject to reversion to Lessor (i) in the event of termination of this Lease by Lessee pursuant to Section 4 hereinabove; or (ii) upon the occurrence of an Event of Default hereunder related to said Equipment, and as long as such Event of Default is continuing. Lessee (i) shall not sell, assign, subject or otherwise dispose of, or permit legal process or encumbrance upon or against any interest in, this Lease or the Equipment; (ii) shall keep the Equipment free of liens and give immediate written notice to Lessor of any such process or encumbrance; and (iii) shall, at its sole expense, protect and defend Lessor's title and interest against all persons claiming against or through Lessee and indemnify and hold Lessor harmless from and against any loss caused thereby. Lessee shall affix to the Equipment any markings requested by Lessor or execute any and all documents reasonably requested to be signed by Lessee to memorialize Lessor's interest in such Equipment.

8. **Security Interest.** In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom, (ii) agrees that this Lease or a memorandum of lease may be filed as a financing statement evidencing such security interest, (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest, and (iv) agrees to pay all fees and charges necessary for filing or recording such instruments or establishing or maintaining such security interest. Lessee acknowledges that only Lessor's original of this Lease constitutes chattel paper for purposes of the Texas Uniform Commercial Code. No security interest can be perfected by possession of any other counterpart or of the Equipment.

9. **Personal Property.** The Equipment 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 Equipment 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 landlord or mortgagee waiver with respect to the Equipment.

11/13/2015



10. **Use; Repairs.** Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance. Lessee, at its expense, will keep the Equipment in good repair, good operating condition and working order, according to the manufacturer's recommended guidelines or the equivalent and meet any and all recertification requirements and shall furnish proof of such maintenance, if requested by Lessor, and shall furnish all needed servicing and parts, which parts shall become the property of Lessor and part of the Equipment. If the Equipment is such as is customarily covered by a maintenance agreement, Lessee will, at its expense, furnish Lessor upon its reasonable request with a maintenance agreement with a party satisfactory to Lessor.

11. **Alterations.** Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment. Any alteration to the Equipment which cannot be readily removed without damage to the Equipment shall become part of the Equipment and the property of Lessor. Notwithstanding the foregoing, any upgrade, addition or modification added by the Lessee as required by law or under any manufacturer's or service's recommendations shall, without further action, become a part of the Equipment and the sole property of Lessor.

12. **Location; Inspection.** The Equipment will not be removed from, or if the Equipment consists of rolling stock, its permanent base will not be changed from, the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

13. **Liens and Taxes.** Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal), if any, which may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment. If Lessee fails to pay said charges and taxes (if any) when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes (if any). If Lessor pays any charges or taxes (if any) for which Lessee is responsible or liable under this Lease, Lessee shall reimburse Lessor therefor immediately upon demand from Lessor. Lessee agrees to cooperate with Lessor in filing all tax returns and informational statements, if any, required by any federal, state, and/or local governmental agency.

14. **Risk of Loss; Damage; Destruction.** Lessee assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease Payment due on such date; and (ii) an amount equal to the applicable Concluding Payment set forth in Exhibit C. In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Concluding Payment to be made by Lessee with respect to the Equipment which has suffered the event of loss. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of, negotiate with insurance carrier(s), bring lawsuits, settle claims or suits, and execute and endorse all documents, checks or drafts issued with respect to any loss, damage, destruction, to, or theft of, the Equipment and/or under any insurance policy relating to the Equipment.

15. **Insurance.** Lessee will, at its expense, maintain at all times during the Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, may self-insure against any or all such risks. In no event will the insurance limits be less than the amount of the then applicable Concluding Payment with respect to such Equipment. Each insurance policy will name Lessee as an insured and Lessor or its assigns as an additional insured and loss payee, and will contain a clause requiring the insurer to give Lessor at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto. Lessee shall furnish a certificate of insurance or other evidence satisfactory to Lessor that the required insurance coverage is in effect. Lessor shall have no duty to ascertain the existence of or to examine the insurance policies to advise Lessee if the insurance coverage does not comply with the requirements of this Section. If Lessee fails to insure the Equipment as required, Lessor shall have the right, but not the obligation, to obtain such insurance, and the cost of the insurance shall be for the account of Lessee, due as part of the next due Lease Payment. Lessee consents to Lessor's release, upon its failure to obtain appropriate insurance coverage, of any and all information necessary to obtain insurance with respect to the Equipment and/or Lessor's interest therein. Lessor retains the right to substitute its own insurance for any insurance obtained by Lessee in accordance with this Section upon reasonable notice to Lessee with an insurer or through an agent or broker of its choice, at Lessee's sole cost.

16. **Indemnification.** To the extent permitted by applicable law, Lessee indemnifies and agrees to defend and hold Lessor and any successor, assignee or secured party of Lessor, harmless from and against all claims, costs, expenses (including, but not limited to, attorneys' fees and expenses), damages, losses, judgments and liabilities of any nature whatsoever that may be imposed on, incurred by, or asserted against an indemnified party with respect to any item of Equipment or its purchase, acceptance, delivery, ownership, leasing, possession, maintenance, use, operation or transportation, or arising out of this Lease or the transactions contemplated hereby, whether or not other parties are involved, including, without limitation, (a) claims for injury to or death of persons and for damage to property, (b) claims relating to patent, copyright or trademark infringement, and (c) claims relating to latent or other defects in the Equipment whether or not discoverable by Lessor. Lessee agrees to give Lessor prompt notice of any such claim or liability. Any payment made hereunder to Lessor shall include the amount of any taxes required to be paid by Lessor as the result of the receipt of such payment. The provisions of this Section 16 shall survive the termination of this Lease.

11/13/2015



17. **Purchase Option.** Upon 30 days prior written notice from Lessee to Lessor, and provided that there is no Event of Default, or an event which with notice or lapse of time, or both, could become an Event of Default, then existing, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Exhibit C by paying to Lessor, on such date, the Lease Payment then due together with the Concluding Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that Lessor will warrant to Lessee that the Equipment is free and clear of any liens created by Lessor. Unless Lessee exercises an option to purchase the Equipment or renews the terms of this Lease as provided in any Exhibit to this Lease and except as otherwise provided in this Lease, upon expiration of the Term as to each item of Equipment or upon demand of Lessor pursuant to this section, Lessee, at its own risk and expense, including, but not limited to the expense of maintaining all insurance thereon, shall either (a) provide adequate and suitable storage space at the place where the Equipment was delivered hereunder or to which it was moved in accordance with this Lease, and shall permit Lessor to store such Equipment free of charge, and at the risk of Lessee for public liability and physical damage exposure, for a period not to exceed ninety (90) days, during which period Lessor will be allowed reasonable access thereto; or (b) immediately assemble, prepare for shipment, and return the Equipment to Lessor in the same condition as delivered, ordinary wear and tear excepted, and meeting all recertification requirements, with all damaged or missing parts replaced, at such location within the United States as Lessor shall designate. Lessee agrees to provide to Lessor written notice at least ninety (90) days prior to the end of the Term of the Lease if Lessee intends to return the Equipment to Lessor (the "Return Notice"). In the event Lessee fails to deliver to Lessor the Return Notice at least ninety (90) days prior to the end of the Term of the Lease, the Term shall be extended automatically for ninety (90) days and Lessee shall continue to pay Lease Payments as agreed to by the Lessor and Lessee at such time.

18. **Assignment.** Without Lessor's prior written consent, Lessee shall not (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment, or (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees or agents. Lessee shall remain primarily liable on this Lease. Lessor may assign its right, title and interest in and to this Lease, the Equipment and any other documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Lessee agrees that any such assignment shall not materially change Lessee's duties or obligations under this Lease. Any such assignees shall have all the rights of Lessor under this Lease. No assignment or reassignment of any of Lessee's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessor shall have consented to such assignment and Lessor has received a duplicate original counterpart of the document by which the assignment or reassignment is made, disclosing the name and address of each such assignee. DURING THE LEASE TERM LESSEE SHALL KEEP A COMPLETE AND ACCURATE RECORD OF ALL SUCH ASSIGNMENTS IN FORM NECESSARY TO COMPLY WITH SECTION 149(a) OF THE INTERNAL REVENUE CODE OF 1986, OR ANY SUCCESSOR PROVISION THERETO, AND THE REGULATIONS, PROPOSED OR EXISTING, FROM TIME TO TIME PROMULGATED THEREUNDER. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

19. **Events of Default.** The term "Event of Default", as used herein, means the occurrence of any one or more of the following events:

- (a) Lessee fails to make any Lease Payment (or any other payment including insurance premiums required hereunder) when due in accordance with the terms of this Lease, and any such failure continues for ten days;
- (b) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder and such failure is not cured within 20 days after written notice thereof by Lessor; or
- (c) The discovery by Lessor that any statement, representation or warranty made by Lessee in this Lease or in any writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect;
- (d) Lessee shall attempt to abandon, remove, sell, encumber or sublet any item of Equipment or to assign any rights under or interest in this Lease; or
- (e) [intentionally omitted]; or
- (f) Lessee shall become insolvent or make an assignment for the benefit of creditors, or a trustee or receiver shall be appointed for Lessee or for a substantial part of its assets, or bankruptcy, reorganization or insolvency proceedings shall be instituted by or against Lessee; or
- (g) Lessee shall suffer a material adverse change in its financial conditions or operations; or
- (h) Lessee shall be in default under any other agreement with Lessor or any of its affiliates or any other lender.

20. **Remedies.** Upon the occurrence of an Event of Default, and so long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies:

- (a) the Lessor may, at its option, declare all installments of the Lease Payments, payable until the end of the Term of the Lease, to be immediately due and payable, whereupon the same shall become immediately due and payable. If Lessor elects to exercise the remedy afforded in this Section 20(a) and accelerates all Lease Payments payable until the end of the Term of this Lease, the amount then due and payable by the Lessee as accelerated rents shall be the sum of (1) the aggregate Lease Payments due until the end of the Term of this Lease, (2) the Concluding Payment specified as due at the end of the Term of this Lease, less the net amount

11/13/2015

realized by the Lessor upon disposition of the Equipment, and (3) any other amounts which may be owing to the Lessor pursuant to this Lease;

(b) the Lessor may, without demand or legal process, take possession of the Equipment with or without terminating this Lease and without any liability to the Lessee for such repossession, and lease or sell the Equipment;

(c) release or sell any or all of the Equipment at a public or private sale on such terms and notices as Lessor shall deem reasonable and, in addition to reclaiming the total proceeds received from such lease or sale, recover from Lessee damages, not as a penalty, but liquidated for all purposes and in an amount equal to the sum of (i) any accrued and unpaid Lease Payments, and other amounts due hereunder, as of the later of (A) the date of the Event of Default, the date that Lessor has obtained possession of the Equipment or such other date as Lessee has made an effective tender of possession of the Equipment back to Lessor ("Default Date"); plus Lease Payments (at the periodic rate provided for in this Lease) for the additional period (but in no event longer than six (6) months) that it takes Lessor to resell or re-let all of the Equipment, plus interest at the rate per annum charged by the Internal Revenue Service for the late payment of tax; (ii) the difference between the monthly Lease Payments for the remainder of the Term as they become due and the net proceeds, if any, of any reletting of the Equipment after deducting all of Lessor's expenses in connection with such reletting, including without limitation, all repossession costs, broker's commissions, attorney's fees and expenses, and alteration costs and expenses of preparing the Equipment for reletting; and (iii) any indemnity under Section 16 hereunder, if then determinable, plus interest at the same rate per annum charged by the Internal Revenue Service for the late payment of tax, LESS the amount received by Lessor upon such public or private sale or re-lease of such items of Equipment, if any; and

(d) the Lessor may require the Lessee to furnish copies of all books and records of the Lessee pertaining to the Equipment; and

(e) the Lessor may exercise any other right, remedy or privilege which may be available to it under applicable laws of the State of Texas or any other applicable laws including, without limitation, the rights of a secured party under the Texas Uniform Commercial Code, or proceed by appropriate court action to enforce the terms of this Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment.

In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs and reasonable attorney's fees, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor. A cancellation hereunder shall occur only upon notice by Lessor and only as to such items of Equipment as Lessor specifically elects to cancel, and this Lease shall continue in full force and effect as to the remaining items of Equipment, if any. Lessee shall be liable for and shall pay to Lessor all attorneys' fees and expenses and other costs incurred by Lessor in exercising Lessor's remedies, including placing any Equipment in the condition required by Section 10 hereof. If this Lease is deemed at any time to be one intended as security as set forth in Section 8, Lessee agrees that the Equipment shall secure, in addition to the indebtedness herein, all other indebtedness at any time owing by Lessee to Lessor. No remedy referred to in this Lease is intended to be exclusive, but each shall be in addition to any other remedy referred to or otherwise available to Lessor at law or in equity. No express or implied waiver by Lessor of any Default shall constitute a waiver of any other Default by Lessor or a waiver of any of Lessor's rights and no delay by Lessor in enforcing any right or requiring performance of any provisions of this Lease by Lessee shall be a waiver of such right or affect the right of Lessor to enforce such provision.

Notwithstanding any provision of this Section to the contrary, the Lessee may terminate this Lease as provided in Section 4, and the Lessee shall not be liable under this Lease for any Lease Payments in excess of the amount otherwise due under Section 3.

**21. Notices.** All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to mailing if mailed in accordance with this Section.

**22. Section Headings.** All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

**23. Governing Law.** This Lease shall be construed in accordance with, and governed by the laws of, the State of Texas.

**24. Delivery of Related Documents.** Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease. At the request of Lessor, Lessee will furnish Lessor annual financial statements of Lessee within 120 days after the end of Lessee's fiscal year.

**25. Entire Agreement: Waiver.** This Lease, together with the Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitute the entire agreement between the parties with respect to the lease of the Equipment, and this Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of this Lease found to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without invalidating the remainder of this Lease. The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

**26. Decrease in Deductibility of Interest Expense.** The Lessee acknowledges that the Lease Payments were calculated assuming that a financial institution that accepted an assignment of Lessor's interest on the date of delivery of this Lease could deduct 80% of such financial institution's interest expense allocable to this Lease. If (i) the Lessor, or any assignee of the Lessor or its assigns, is a financial institution for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code"), (ii) the deductible portion of such financial institution's interest

11/13/2015



expense allocable to this Lease is decreased for any reason (including without limitation a change in applicable law or the fact that this Lease does not qualify as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code), and (iii) such decrease would have been effective if such financial institution had acquired its interest in the Lease on the date of delivery of this Lease, then for each whole percentage point of decrease (below 80%) in the portion of allocable interest expense allowed as a deduction, the interest rate used to calculate the Lease Payments shall increase in an amount sufficient to provide Lessor with the exact same rate of return as initially calculated assuming that the Lease Payments payable to Lessor by Lessee are "qualified tax-exempt obligations."

The interest rate adjustment required by this Section shall be made each time that the allowable deduction for allocable interest expense decreases and shall be effective as of the date such decrease becomes effective for the financial institution that is at the time Lessor (or an assignee of Lessor or its assigns). No such adjustment in the interest rate shall be effective during any period when the Lessor (or an assignee of Lessor or its assigns) is not a financial institution for purposes of Section 265 of the Code.

Any adjustment required by this Section shall increase the amount of interest payable as a part of each Lease Payment affected, but shall not change the principal component of any Lease Payment.

27. **Covenant Regarding Tax-Exempt Interest.** The Lessee covenants and agrees that it will not take any action, or fail to take any action, if such action or failure to act would cause the interest portion of each Lease Payment to be or become includible in gross income of Lessor for purposes of federal income taxation. Without limiting the generality of the preceding sentence, the Lessee covenants and agrees that, to the extent necessary for the interest portion of each Lease Payment to be so excludable from gross income,

(a) the Equipment shall not be used in any private business use; the Lease Payments shall not be secured by, or derived from, property used in a private business use; no portion of the proceeds of this Lease shall be used to make or finance loans to persons other than governmental units; and proceeds of this Lease shall not be used in any manner that would cause this Lease to be or become a "private activity bond", as defined in Section 141 of the Code; and

(b) the Lessee shall submit to the Secretary of the Treasury a statement or report with respect to the execution and delivery of this Lease as required by Section 149(e) of the Code.

If Lessor determines in good faith (which determination shall be supported by an opinion of nationally recognized bond counsel) or if the Internal Revenue Service shall claim in writing that the interest portion of the Lease Payments is includible in the gross income of Lessor or any former Lessor ("Taxable"), then the interest rate hereunder shall be adjusted to the Prime Rate plus 1.0%, determined daily according to the Prime Rate in effect for such date, effective as to the earliest date that such interest was Taxable. Any additional amount of interest due for the period prior to the date Lessee was notified that interest was Taxable and began making payments at the adjusted rate shall be paid by Lessee, at the option of Lessor, (i) within thirty (30) days after the date Lessee is notified of the amount due, or (ii) on such other payment schedule as shall be satisfactory to Lessor. "Prime Rate" shall mean the rate of interest announced by Regions Bank (the "Bank") as its prime rate, with the understanding that the Bank's prime rate is one of its base rates established from time to time for lending purposes and is not necessarily the best or lowest rate offered by the Bank and is evidenced by the recording thereof after its announcement in such internal publication or publications as the Bank may designate.

28. **Representations of Lessee.** Lessee represents and warrants that: (i) Lessee is a duly constituted, organized and validly existing political subdivision existing under the laws of the State of Texas and is authorized to lease personal property and to sell or lease or otherwise dispose of personal property; (ii) Lessee has full power, authority, and legal right to execute, deliver and perform the agreements on its part contained in this Lease; (iii) the person or persons executing this Lease on behalf of Lessee have been duly authorized under the laws of the State of Texas and a duly adopted resolution of Lessee's governing body is in full force and effect on the date hereof to execute this Lease on behalf of Lessee and to obligate Lessee hereunder; (iv) Lessee has taken all necessary steps or complied with all procedures required for the authorization and execution of this Lease; (v) all Lease Payments which are to be made hereunder will be paid out of funds which are legally available for such purpose; (vi) Lessee has obtained or made, or does not require, the approval of or the giving of notice to any Federal, State, local or foreign governmental authority in order to enter into this Lease; (vii) Lessee is not required to submit this Lease to Lessee's electorate for approval; (viii) Lessee, by entering into this Lease, does not violate any law binding on Lessee or contravene any indenture, credit Lease, or any other agreement under which Lessee is a party or by which it is bound; (ix) this Lease constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (x) there are no pending or threatened actions or proceedings before any court, administrative agency or other tribunal or body or judgments which may materially adversely affect Lessee's financial condition or operations; (xi) the Equipment is personal property and is not now nor will it become either real property or a fixture or inventory; (xii) the use of the Equipment is essential, necessary, useful, and appropriate to the lawful purposes of Lessee and in the discharge of its duties as a governmental body; (xiii) the Lease application (if any) is true and is not misleading; (xiv) the execution of this Lease does not constitute a default in any other agreement of Lessee; (xv) there is not existing, and Lessee will not directly or indirectly create, incur, assume or suffer to exist, any mortgage, security interest, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, title thereto or any interest therein, except the respective rights of Bank and Lessee under this Lease and further excepting any mortgage, security interest, pledge, lien or encumbrance granted by Bank; (xvi) the Equipment is of size, design, capacity and manufacture selected by Lessee and will be suitable for Lessee's purposes; (xvii) Lessee will cause to be done, executed, acknowledged and delivered all such further acts, instruments, conveyances and assurances as Bank shall require for accomplishing the purposes of this Lease; (xviii) Lessee, upon delivery of the Equipment under this Lease, shall cause said Equipment to be duly registered, and at all times thereafter to remain duly registered, in the name of Bank, or at Bank's request shall furnish to Bank such information as may be required to enable Bank to make application for such registration, and shall promptly furnish to Bank such information as may be required to enable Bank to timely file any reports required to be filed by it under this Lease with any governmental authority; (xix) Lessee has complied with insurance provisions of Section 15; (xx) Lessee will execute or file any reports or tax forms required by State or Federal authorities; (xxi) Lessee and its governing body reasonably believe that Lessee shall have sufficient available funds during each fiscal year through the maximum term to elect to appropriate monies to make the Lease Payments hereunder; and (xxii) all actions of the governing body of the Lessee and its members concerning this Lease have been taken in accordance with the laws of the State of Texas.

11/13/2015



29. **Arbitration.** Lessee represents to Lessor that its business and affairs constitute substantial interstate commerce and that it contemplates using the Equipment in substantial interstate commerce. Except as otherwise specifically set forth below, any action, dispute, claim, counterclaim or controversy ("Dispute" or "Disputes"), between or among Lessor, Lessee or any guarantor, including any claim based on or arising from an alleged tort, shall be resolved by arbitration as set forth below. As used herein, Disputes shall include all actions, disputes, claims, counterclaims or controversies arising in connection with this Lease (including all Exhibits and other addenda), any extension of or amendments to this Lease, any security or collateral given to Lessor, any action taken (or any omission to take any action) in connection with any of the foregoing, any part, present and future agreement between or among Lessor, Lessee or any guarantor (including this Lease and any related guaranty agreement), and any past, present or future transactions between or among Lessor, Lessee or any guarantor.

All Disputes shall be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and the Commercial Arbitration Rules of the American Arbitration Association (the "AAA") in Birmingham, Alabama. Defenses based on statutes of limitations, estoppel, waiver, laches and similar doctrines, that would otherwise be applicable to an action brought by a party, shall be applicable in any such arbitration proceeding, and the commencement of an arbitration proceeding with respect to this Lease shall be deemed the commencement of an action for such purposes.

Whenever an arbitration is required hereunder, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the AAA. The AAA shall designate a panel of 10 potential arbitrators knowledgeable in the subject matter of the Dispute. Each of Lessor and Lessee shall designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designed shall select a third arbitrator from the eight remaining potential arbitrators. The panel of three arbitrators shall determine the resolution of the Dispute.

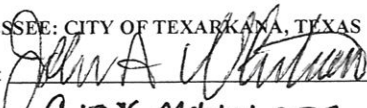
30. **No Agency.** Lessee acknowledges and agrees that neither the manufacturer, the supplier, nor any salesman, representative or other agent of the manufacturer or supplier, is an agent of Lessor. No salesman, representative or agent of the manufacturer or supplier is authorized to waive or alter any term of condition of this Lease and no representation as to the Equipment or any other matter by the manufacturer or supplier shall in any way affect Lessee's duty to pay Lease Payments and perform its other obligations as set forth in this Lease.

31. **Finance Lease.** Lessee acknowledges that for purposes of the Texas Uniform Commercial Code (the "UCC") this Lease is a finance lease and Lessor is not an agent of the manufacturer or vendor of the equipment. Lessee acknowledges that Lessee has selected the supplier of the equipment and directed Lessor to purchase the equipment from the supplier. Lessee knows that it is entitled under Article 2A of the UCC to all warranties and other rights provided to Lessee by the supplier of the equipment and to contact the supplier for an accurate and complete statement of any such express warranties and other rights and any disclaimers or limitations of such rights or of remedies.

32. **Waivers of Lessee.** [intentionally omitted].

33. **Additional Provisions.** Any additional provisions and modifications, if any, to the standard language of this Lease are set forth in Exhibit D attached hereto.

LESSEE: CITY OF TEXARKANA, TEXAS

By:   
Title: CITY MANAGER

Attest:

By: \_\_\_\_\_

Title: \_\_\_\_\_

LESSOR:

REGIONS EQUIPMENT FINANCE CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

11/13/2015

## ADDENDUM NO. 1 TO LEASE PURCHASE AGREEMENT

This Addendum No. 1 to Lease Purchase Agreement is dated as of November 20, 2015 (this "Addendum"), and is attached to and hereby incorporated by reference into the Lease Purchase Agreement, dated November 20, 2015 (as modified, supplemented or amended from time to time, and together with this Addendum, all other addenda and all exhibits and schedules made from time to time thereto, and collectively therewith, the "Lease Agreement") made between CITY OF TEXARKANSAS ("Lessee") and Regions Equipment Finance Corporation and/or Regions Commercial Equipment Finance, LLC (individually and collectively, collectively, "Lessor"). To the extent that any terms of this Addendum conflict with the provisions of the Lease Agreement the terms of this Addendum shall govern and control. Capitalized terms used herein without definition shall, unless otherwise expressly provided herein, have the meanings ascribed thereto in the Lease Agreement. Accounting terms used herein without definition and not otherwise defined in the Lease Agreement shall be defined, and all calculations hereunder shall be made, in accordance with generally accepted accounting principles consistently applied ("GAAP").

I. In addition to any and all covenants, representations and warranties made by Lessee in the Lease Agreement, Lessee hereby further covenants, represents, warrants and agrees to and with Lessor that, during the term of the Lease Agreement:

- A. As soon as available after, but in no event later than 180 days after, the end of each fiscal year of Lessee, beginning with its most recently ended fiscal year occurring prior to the date of this Addendum, Lessee will furnish, or cause to be furnished, to Lessor copies of its annual financial statements as of and for the fiscal year then ended, including balance sheet and income statement, prepared in accordance with GAAP, and audited by a firm of independent certified public accountants approved by Lessor.

II. This Addendum may be executed in any number of counterparts, and by different parties on separate counterpart pages, each of which shall constitute an "original" document and all of together shall constitute a singly fully executed Addendum. Delivery of a counterpart of this Addendum by facsimile transmission or by e-mail transmission (also known as a "PDF File") shall be effective as a manually executed counterpart hereof. This Addendum constitutes the entire agreement between the parties hereto in respect of the subject matter hereof and may not be altered by any prior or contemporaneous writings. This Addendum shall not become effective until executed by each of the parties hereto and delivered to Lessor.

11/13/2015

## REGIONS EQUIPMENT FINANCE CORPORATION

By: \_\_\_\_\_

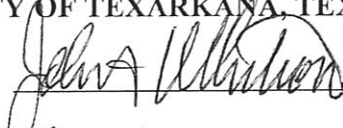
Its: \_\_\_\_\_

## REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

## CITY OF TEXARKANA, TEXAS

By:  \_\_\_\_\_Its: CITY MANAGER

11/13/2015

EXHIBIT A  
TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT  
DATED November 20, 2015  
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION  
AND  
CITY OF TEXARKANA, TEXAS

Description of Equipment

Quantity  
1

Description  
MOTOROLA EQUIPMENT

Serial No.  
TBD

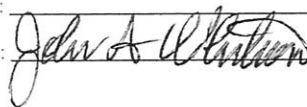
Equipment Location

220 TEXAS BLVD, TEXARKANA, TX 75501

Identified by:

Lessor:

Lessee:



11/13/2015

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending



EXHIBIT B  
TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT  
DATED November 20, 2015  
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION  
AND  
CITY OF TEXARKANA, TEXAS

Acceptance Certificate

Regions Equipment Finance Corporation  
P. O. Box 2545  
Birmingham, Alabama 35202

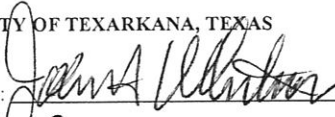
Ladies and Gentlemen:

In accordance with the terms of the Equipment Lease-Purchase Agreement dated **November 20, 2015** (the "Lease") between Regions Equipment Finance Corporation ("Lessor"), and **CITY OF TEXARKANA, TEXAS** ("Lessee"), Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. The Equipment, as such term is defined in the Lease, has been delivered and installed at the Equipment Location specified in Exhibit A to the Lease and was accepted by Lessee on **November 20, 2015**.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. No Event of Default (as defined in the Lease) and no event which with notice or lapse of time, or both, would become an Event of Default, has occurred and is continuing.

Dated: **November 20, 2015**

CITY OF TEXARKANA, TEXAS

By: 

Title: CITY MANAGER

11/13/2015

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending

EXHIBIT C  
TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT  
DATED November 20, 2015  
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION  
AND  
CITY OF TEXARKANA, TEXAS

Commencement Date: November 20, 2015  
Expiration Date: November 20, 2022  
Interest Rate: 1.8991%

Total Obligation of CITY OF TEXARKANA, TEXAS (Lessee)  
for fiscal year of execution  
and each renewal year thereafter:

| <u>Fiscal Year</u> | <u>Total Obligation</u> | <u>Payment</u> | Concluding |
|--------------------|-------------------------|----------------|------------|
|--------------------|-------------------------|----------------|------------|

SEE ATTACHED AMORT SCHEDULE

11/13/2015

## Loan Amortization Schedule

| Date       | Funding        | Payment     | Interest   | Principal   | balance        |
|------------|----------------|-------------|------------|-------------|----------------|
| -----      | -----          | -----       | -----      | -----       | -----          |
| 11/20/2015 | \$1,120,154.32 |             |            |             | \$1,120,154.32 |
| 12/20/2015 |                | \$14,251.71 | \$1,772.74 | \$12,478.97 | \$1,107,675.35 |
| 1/20/2016  |                | \$14,251.71 | \$1,752.99 | \$12,498.72 | \$1,095,176.63 |
| 2/20/2016  |                | \$14,251.71 | \$1,733.21 | \$12,518.50 | \$1,082,658.14 |
| 3/20/2016  |                | \$14,251.71 | \$1,713.40 | \$12,538.31 | \$1,070,119.83 |
| 4/20/2016  |                | \$14,251.71 | \$1,693.55 | \$12,558.15 | \$1,057,561.68 |
| 5/20/2016  |                | \$14,251.71 | \$1,673.68 | \$12,578.03 | \$1,044,983.65 |
| 6/20/2016  |                | \$14,251.71 | \$1,653.77 | \$12,597.93 | \$1,032,385.72 |
| 7/20/2016  |                | \$14,251.71 | \$1,633.84 | \$12,617.87 | \$1,019,767.85 |
| 8/20/2016  |                | \$14,251.71 | \$1,613.87 | \$12,637.84 | \$1,007,130.01 |
| 9/20/2016  |                | \$14,251.71 | \$1,593.87 | \$12,657.84 | \$994,472.17   |
| 10/20/2016 |                | \$14,251.71 | \$1,573.84 | \$12,677.87 | \$981,794.30   |
| 11/20/2016 |                | \$14,251.71 | \$1,553.77 | \$12,697.93 | \$969,096.37   |
| 12/20/2016 |                | \$14,251.71 | \$1,533.68 | \$12,718.03 | \$956,378.34   |
| 1/20/2017  |                | \$14,251.71 | \$1,513.55 | \$12,738.16 | \$943,640.18   |
| 2/20/2017  |                | \$14,251.71 | \$1,493.39 | \$12,758.32 | \$930,881.86   |
| 3/20/2017  |                | \$14,251.71 | \$1,473.20 | \$12,778.51 | \$918,103.36   |
| 4/20/2017  |                | \$14,251.71 | \$1,452.98 | \$12,798.73 | \$905,304.62   |
| 5/20/2017  |                | \$14,251.71 | \$1,432.72 | \$12,818.99 | \$892,485.64   |
| 6/20/2017  |                | \$14,251.71 | \$1,412.43 | \$12,839.27 | \$879,646.37   |
| 7/20/2017  |                | \$14,251.71 | \$1,392.11 | \$12,859.59 | \$866,786.77   |
| 8/20/2017  |                | \$14,251.71 | \$1,371.76 | \$12,879.94 | \$853,906.83   |
| 9/20/2017  |                | \$14,251.71 | \$1,351.38 | \$12,900.33 | \$841,006.50   |
| 10/20/2017 |                | \$14,251.71 | \$1,330.96 | \$12,920.74 | \$828,085.76   |
| 11/20/2017 |                | \$14,251.71 | \$1,310.51 | \$12,941.19 | \$815,144.57   |
| 12/20/2017 |                | \$14,251.71 | \$1,290.03 | \$12,961.67 | \$802,182.90   |
| 1/20/2018  |                | \$14,251.71 | \$1,269.52 | \$12,982.18 | \$789,200.71   |
| 2/20/2018  |                | \$14,251.71 | \$1,248.98 | \$13,002.73 | \$776,197.98   |
| 3/20/2018  |                | \$14,251.71 | \$1,228.40 | \$13,023.31 | \$763,174.68   |
| 4/20/2018  |                | \$14,251.71 | \$1,207.79 | \$13,043.92 | \$750,130.76   |
| 5/20/2018  |                | \$14,251.71 | \$1,187.14 | \$13,064.56 | \$737,066.20   |
| 6/20/2018  |                | \$14,251.71 | \$1,166.47 | \$13,085.24 | \$723,980.96   |
| 7/20/2018  |                | \$14,251.71 | \$1,145.76 | \$13,105.95 | \$710,875.01   |
| 8/20/2018  |                | \$14,251.71 | \$1,125.02 | \$13,126.69 | \$697,748.33   |
| 9/20/2018  |                | \$14,251.71 | \$1,104.24 | \$13,147.46 | \$684,600.87   |
| 10/20/2018 |                | \$14,251.71 | \$1,083.44 | \$13,168.27 | \$671,432.60   |
| 11/20/2018 |                | \$14,251.71 | \$1,062.60 | \$13,189.11 | \$658,243.49   |
| 12/20/2018 |                | \$14,251.71 | \$1,041.73 | \$13,209.98 | \$645,033.51   |
| 11/13/2015 |                |             |            |             |                |

## Loan Amortization Schedule (part 2)

|            |             |            |             |              |
|------------|-------------|------------|-------------|--------------|
| 1/20/2019  | \$14,251.71 | \$1,020.82 | \$13,230.89 | \$631,802.62 |
| 2/20/2019  | \$14,251.71 | \$999.88   | \$13,251.83 | \$618,550.80 |
| 3/20/2019  | \$14,251.71 | \$978.91   | \$13,272.80 | \$605,278.00 |
| 4/20/2019  | \$14,251.71 | \$957.90   | \$13,293.80 | \$591,984.20 |
| 5/20/2019  | \$14,251.71 | \$936.86   | \$13,314.84 | \$578,669.36 |
| 6/20/2019  | \$14,251.71 | \$915.79   | \$13,335.91 | \$565,333.44 |
| 7/20/2019  | \$14,251.71 | \$894.69   | \$13,357.02 | \$551,976.43 |
| 8/20/2019  | \$14,251.71 | \$873.55   | \$13,378.16 | \$538,598.27 |
| 9/20/2019  | \$14,251.71 | \$852.38   | \$13,399.33 | \$525,198.94 |
| 10/20/2019 | \$14,251.71 | \$831.17   | \$13,420.53 | \$511,778.40 |
| 11/20/2019 | \$14,251.71 | \$809.93   | \$13,441.77 | \$498,336.63 |
| 12/20/2019 | \$14,251.71 | \$788.66   | \$13,463.05 | \$484,873.58 |
| 1/20/2020  | \$14,251.71 | \$767.35   | \$13,484.35 | \$471,389.23 |
| 2/20/2020  | \$14,251.71 | \$746.01   | \$13,505.69 | \$457,883.54 |
| 3/20/2020  | \$14,251.71 | \$724.64   | \$13,527.07 | \$444,356.47 |
| 4/20/2020  | \$14,251.71 | \$703.23   | \$13,548.47 | \$430,808.00 |
| 5/20/2020  | \$14,251.71 | \$681.79   | \$13,569.92 | \$417,238.08 |
| 6/20/2020  | \$14,251.71 | \$660.31   | \$13,591.39 | \$403,646.69 |
| 7/20/2020  | \$14,251.71 | \$638.80   | \$13,612.90 | \$390,033.79 |
| 8/20/2020  | \$14,251.71 | \$617.26   | \$13,634.44 | \$376,399.34 |
| 9/20/2020  | \$14,251.71 | \$595.68   | \$13,656.02 | \$362,743.32 |
| 10/20/2020 | \$14,251.71 | \$574.07   | \$13,677.63 | \$349,065.69 |
| 11/20/2020 | \$14,251.71 | \$552.43   | \$13,699.28 | \$335,366.41 |
| 12/20/2020 | \$14,251.71 | \$530.75   | \$13,720.96 | \$321,645.45 |
| 1/20/2021  | \$14,251.71 | \$509.03   | \$13,742.68 | \$307,902.77 |
| 2/20/2021  | \$14,251.71 | \$487.28   | \$13,764.42 | \$294,138.35 |
| 3/20/2021  | \$14,251.71 | \$465.50   | \$13,786.21 | \$280,352.14 |
| 4/20/2021  | \$14,251.71 | \$443.68   | \$13,808.03 | \$266,544.11 |
| 5/20/2021  | \$14,251.71 | \$421.83   | \$13,829.88 | \$252,714.24 |
| 6/20/2021  | \$14,251.71 | \$399.94   | \$13,851.76 | \$238,862.47 |
| 7/20/2021  | \$14,251.71 | \$378.02   | \$13,873.69 | \$224,988.79 |
| 8/20/2021  | \$14,251.71 | \$356.06   | \$13,895.64 | \$211,093.14 |
| 9/20/2021  | \$14,251.71 | \$334.07   | \$13,917.63 | \$197,175.51 |
| 10/20/2021 | \$14,251.71 | \$312.05   | \$13,939.66 | \$183,235.85 |
| 11/20/2021 | \$14,251.71 | \$289.99   | \$13,961.72 | \$169,274.13 |
| 12/20/2021 | \$14,251.71 | \$267.89   | \$13,983.82 | \$155,290.32 |
| 1/20/2022  | \$14,251.71 | \$245.76   | \$14,005.95 | \$141,284.37 |
| 2/20/2022  | \$14,251.71 | \$223.59   | \$14,028.11 | \$127,256.26 |
| 3/20/2022  | \$14,251.71 | \$201.39   | \$14,050.31 | \$113,205.95 |
| 4/20/2022  | \$14,251.71 | \$179.16   | \$14,072.55 | \$99,133.40  |
| 11/13/2015 |             |            |             |              |



## Loan Amortization schedule (part 3)

|            |                |                |             |                |
|------------|----------------|----------------|-------------|----------------|
| 5/20/2022  | \$14,251.71    | \$156.89       | \$14,094.82 | \$85,038.58    |
| 6/20/2022  | \$14,251.71    | \$134.58       | \$14,117.13 | \$70,921.46    |
| 7/20/2022  | \$14,251.71    | \$112.24       | \$14,139.47 | \$56,781.99    |
| 8/20/2022  | \$14,251.71    | \$89.86        | \$14,161.84 | \$42,620.15    |
| 9/20/2022  | \$14,251.71    | \$67.45        | \$14,184.26 | \$28,435.89    |
| 10/20/2022 | \$14,251.71    | \$45.00        | \$14,206.70 | \$14,229.19    |
| 11/20/2022 | \$14,251.71    | \$22.52        | \$14,229.19 | \$0.00         |
|            | -----          | -----          | -----       | -----          |
|            | \$1,120,154.32 | \$1,197,143.28 | \$76,988.96 | \$1,120,154.32 |

11/13/2015

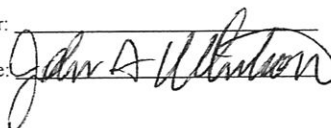
EXHIBIT D  
TO  
EQUIPMENT LEASE-PURCHASE AGREEMENT  
DATED November 20, 2015  
BETWEEN REGIONS EQUIPMENT FINANCE CORPORATION  
AND  
CITY OF TEXARKANA, TEXAS

Additional Provisions and  
Modifications to Standard Terms  
None (detail out as required).

Identified by:

Lessor:

Lessee:

A handwritten signature in black ink, appearing to read "John A. Ulbrich", is written over a horizontal line that spans the space between the "Lessor:" and "Lessee:" labels.

11/13/2015



CITY OF  
**TEXARKANA**  
TEXAS

P.O. Box 1967  
Texarkana, TX 75504  
Phone (903) 798-3900

ESSENTIAL USE LETTER

Dated: November 20, 2015

Regions Equipment Finance Corporation

P.O. Box 11407

Birmingham, Alabama 35246-1001

RE: Equipment Lease-Purchase Agreement dated **November 20, 2015**

Gentlemen:

This letter is being written with respect to the use of equipment (the "Equipment") to be leased to the undersigned pursuant to the above-referenced Equipment Lease-Purchase Agreement. The Equipment will be used by the Police Department for the following purposes:

Radio Communications

The undersigned hereby represents that the use of the Equipment is essential and necessary to its proper, efficient and economic operation of its governmental functions and its purchase is pursuant to a legitimate public purpose.

Very truly yours,

CITY OF TEXARKANA, TEXAS

By: *John A. Alderson*

Title: CITY MANAGER

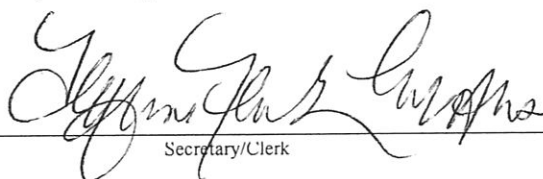
INCUMBENCY CERTIFICATE

I, **John Whitson**, do hereby certify that I am the duly elected or appointed and acting **City Manager** of **CITY OF TEXARKANA, TEXAS**, a political subdivision or agency or public corporation duly organized and existing under the laws of the State of Texas ("Lessee"), that I have custody of the records of such entity, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures and (ii) such officers have the authority on behalf of Lessee to enter into that certain Equipment Lease-Purchase Agreement dated **November 20, 2015**, between Lessee and Regions Equipment Finance Corporation, as evidenced by the copy of the resolution of the Lessee attached hereto.

| <u>NAME</u>         | <u>TITLE</u>        | <u>SIGNATURE</u>                                                                    |
|---------------------|---------------------|-------------------------------------------------------------------------------------|
| <u>John Whitson</u> | <u>City Manager</u> |  |

IN WITNESS WHEREOF, this certificate has been executed by the undersigned and the seal of Lessee has been affixed.

Dated: 11/20/15

  
Secretary/Clerk

[SEAL]

11/13/2015



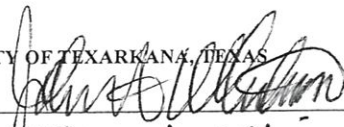
CERTIFICATE OF APPROPRIATION

I, **John Whitson, City Manager** of **CITY OF TEXARKANA, TEXAS** ("Lessee") hereby certify that all lease payments due by Lessee under that certain Equipment Lease-Purchase Agreement dated as of **November 20, 2015**, between Lessee and Regions Equipment Finance Corporation, as Lessor, for the fiscal year ending **2015**, are within such fiscal year's budget for Lessee and within an available, unexhausted and unencumbered appropriation for Lessee.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: 11-20-, 202015

CITY OF TEXARKANA, TEXAS

By: 

Name:

John A. Whitson

Title:

City Manager

11/13/2015

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending

NOTICE AND CONSENT TO ASSIGNMENT

November 20, 2015

CITY OF TEXARKANA, TEXAS  
220 TEXAS BLVD  
TEXARKANA, TX 75501

Attention:

Re: Equipment Lease-Purchase Agreement date November 20, 2015, between CITY OF TEXARKANA, TEXAS ("Lessee") and Regions Equipment Finance Corporation (REFCO), an affiliated entity of Regions Bank.

Addressee:

Please be advised that **Regions Equipment Finance Corporation (REFCO)**, an affiliated entity of Regions Bank ("Lessor") has assigned all its rights, title and interest in and to the above referenced Equipment Lease- Purchase Agreement ( the " Lease"), the Equipment leased thereunder, and the right to receive payments thereunder to **Regions Bank** (the " Assignee").

All payments due under the Lease should be made to the Assignee at the following address:

Regions Bank  
C/O Regions Equipment Finance Corporation  
P.O. Box 11407  
Birmingham, Alabama 35246-1001

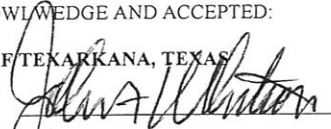
Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the assignment provisions of the Lease, and your agreement to make the payment due under the Lease to the Assignee by the signature of a duly authorized officer in the space provided on the enclosed counterpart of this letter and return it to us at the address shown above.

Sincerely,

REGIONS EQUIPMENT FINANCE CORPORATION, an affiliated entity of Regions Bank.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ACKNOWLEDGE AND ACCEPTED:

CITY OF TEXARKANA, TEXAS  
By:   
Title: City Manager

11/13/2015

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending

**CERTIFICATE WITH RESPECT TO TAX-EXEMPT  
INTEREST AND QUALIFIED TAX-EXEMPT OBLIGATIONS**

I, the **Chief Financial Officer** of **CITY OF TEXARKANA, TEXAS** ("Lessee"), am duly charged with the authority for executing that certain Equipment Lease-Purchase Agreement dated as of **November 20, 2015** (the "Lease") by and between Lessee and Regions Equipment Finance Corporation and do hereby certify as follows:

1. This certificate is executed for the purpose of establishing (i) that the interest component of each Lease Payment will not be included in gross income of the Lessor for purposes of federal income taxation and (ii) that the Lease qualifies as a qualified tax-exempt obligation of Lessee for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 (the "Code").

2. Lessee is a political subdivision of the State of Texas.

3. The Agreement is being issued in Calendar year ending **2015** the "Calendar Year".

4. All proceeds of the Lease will be used to acquire the Equipment on the date of acceptance thereof by the Lessee, and Lessee shall never invest, or have the opportunity to invest, any proceeds of the Lease. None of the proceeds shall be used to reimburse Lessee for any expenditure made prior to sixty (60) days from the date of this Certificate.

5. The Lessee has not established any sinking fund or other similar fund for the payment of the Lease Payments.

6. No portion of the gross proceeds of the Lease will be used to make or finance loans to persons other than governmental units or be used in any trade or business carried on by any person other than a governmental unit.

7. No portion of the payment of principal of, or interest on, the Lease is directly or indirectly (i) secured by any interest in property used or to be used for a private business use, or payments in respect of such property, or (ii) to be derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used for a private business use.

8. Lessee has designated the Lease as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code, pursuant to a resolution adopted by the governing body of Lessee, on **November 20, 2015**.

9. In the Calendar Year, Lessee has designated **\$1,120,154.32** of tax-exempt obligations (including the Lessee's obligations under the Lease) as qualified tax-exempt obligations. Including the Lease, Lessee will not designate more than \$10,000,000 of obligations issued during the Calendar Year as qualified tax-exempt obligations.

10. Lessee reasonably anticipates that the total amount of tax-exempt obligations (other than private activity bonds, as defined in Section 265 of the Code) to be issued by Lessee and all subordinate entities during the Calendar Year will not exceed \$10,000,000.

11. For purposes of this certificate, the amount of tax-exempt obligations stated as either issued, designated as qualified tax-exempt obligations or reasonably anticipated to be issued includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265(b)(3)(E) of the Code.

12. This certificate is based on facts and circumstances in existence on this date.

IN WITNESS WHEREOF, this certificate has been executed on behalf of Lessee by the undersigned officer.

Dated: **November 20, 2015**

CITY OF TEXARKANA, TEXAS

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

11/13/2015

Revised 12/12/2007

Attachment: 2015-127 ORD ATTCH No. 04 Regions Bank Lease Purchase Agreement For Radio Equipment (1410 : 2015-127 ORD Amending

## REGIONS EQUIPMENT FINANCE CORPORATION

COMMERCIAL CUSTOMER IDENTIFICATION PROGRAM (CIP)

(For Organizations)

I, the undersigned authorized representative of **CITY OF TEXARKANA, TEXAS** (the "Borrower"), am duly authorized to execute and deliver this certificate, and I hereby certify to Regions Equipment Finance Corporation as follows:

1. The **Borrower's** name as listed in its organizational documents is: **CITY OF TEXARKANA, TEXAS**, and the **Borrower's** Tax Payer ID# is: **756000689**.
2. The state in which the **Borrower** was organized and its organizational documents were filed is: **Texas**.
3. If not registered, the state where the **Borrower's** chief executive office is located is: \_\_\_\_\_.  
*[THIS IS ONLY FOR INDIVIDUALS (DBA's/SOLE PROPRIETORSHIPS), GENERAL PARTNERSHIPS, AND OTHER UNREGISTERED ORGANIZATIONS]*
4. The location of the **Borrower's** chief executive office:  
 Street Address: **220 TEXAS BLVD**  
 City: **TEXARKANA** State: **Texas** Zip Code: **75501** Country (if not U.S.): \_\_\_\_\_
5. The attached copies of the organizational documents of the **Borrower** are true and correct copies on and as of the date hereof and have not been modified or amended except to the extent, if any, reflected in the attached, and, if applicable, such organizational documents are on file with the state named in paragraph 2 above.

Borrower Name: **CITY OF TEXARKANA, TEXAS**

By: \_\_\_\_\_

Printed Name: **John A. Whitson**Title: **City Manager**Date: **11-20-2015**

REGIONS EQUIPMENT FINANCE VERIFICATION\*:

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_ (Title)

\_\_\_\_\_ (Date)

\* As a convenience to the Customer, the above officer of Regions Equipment Finance Corporation attests that he/she has confirmed the identification of the Customer and that the above information is true and correct.

NOTICE TO CUSTOMER  
 IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



## REGIONS EQUIPMENT FINANCE CORPORATION

PAY PROCEEDS LETTER

COMPANY: CITY OF TEXARKANA, TEXAS  
 SCHEDULE NO. 1 (the "Schedule")  
 DATED: November 20, 2015  
 TO EQUIPMENT LEASE-PURCHASE AGREEMENT  
 DATED: November 20, 2015

Regions Equipment Finance Corporation  
 1900 Fifth Avenue North  
 Suite 2400  
 Birmingham, Alabama 35203

**Re:** The Schedule, executed by CITY OF TEXARKANA, TEXAS (the "Company") and either Regions Equipment Finance Corporation ("Regions") (the Schedule, as it incorporates the terms of the Master Agreement is hereinafter referred to as the "Agreement").

With reference to the Agreement, you are hereby authorized to disburse proceeds in the amount of \$1,120,154.32 by check, funds transfer or deposit, in such amounts and with such payees as are listed below:

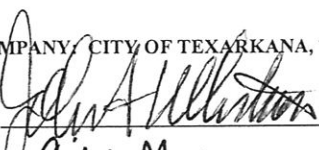
1. Payee: CITY OF TEXARKANA, TEXAS  
 Ref. No.: N/A  
 Amount: \$1,120,154.32

☐ Check

☒ Funds Transfer to Account No. 12682910 in Payee's Name at GUARANTY BANK & TRUST 111915327;  
 Notification Information

Should the closing occur at a later date, the proceeds should be adjusted accordingly.

COMPANY: CITY OF TEXARKANA, TEXAS

BY: 

ITS: City Manager



1900 Fifth Avenue North  
Suite 2400  
Birmingham Alabama 35203  
(866) 545-1758 Office  
(205) 264-4763 Fax  
(888) 537-7331 Toll-Free

City of Texarkana, Texas  
Attn: Charles L. Bassett, Jr.  
220 Texas Blvd.  
Texarkana, TX 75501

Dear Mr. Whitson:

You, City of Texarkana, Texas ("Customer"), and the undersigned ("Regions") have entered into one or more financing arrangements pursuant to which you have executed with us or in our favor one or more loan agreements, leases, promissory notes, security agreements or other instruments (herein, your "Financing Documents"). This letter is intended to modify your Financing Documents, supersedes any terms thereof in conflict therewith, and is incorporated by reference therein and made part thereof. Specifically, we are requesting that you designate a person or persons, to be listed below, to act as your "Authorized Representative" in making requests to Regions for, and receiving from Regions, audit confirmations, payoffs, account history and other customer data in connection with your Financing Documents ("Customer Inquiries"), with the understanding that Regions may rely on and respond to such Customer Inquiries when delivered by any such Authorized Representative without necessity of any further verification or inquiry. Such Authorized Representatives (or any data set forth below concerning such persons) may be changed by Company only by written notice to Regions, specifically referring to the Financing Documents affected, and shall not become effective until actual receipt of such notice and its acceptance in writing by Regions and, then, only as to the Financing Documents so identified by you. Company understands the risks and potential for misuse that exists in Company's making of Customer Inquiries through Authorized Representatives, assumes all consequences thereof and agrees to indemnify, save and hold harmless Regions in regard thereto. At any time and from time to time, Regions may, but shall not be required to, establish testing procedures with Company in regard to verifications of Customer Inquiries delivered in this manner, and Company shall comply with all such procedures at Regions' request.

Please complete the information below, add your signature below confirming your concurrence herewith, and return this letter to Regions at the address above as soon as practicable. Thank you

Authorized Representatives

| Name                   | Title         | Telephone Number | Email Address              | Signature Specimen |
|------------------------|---------------|------------------|----------------------------|--------------------|
| John A. Whitson        | City Manager  | 903-798-3688     | john.whitson@txkusa.org    |                    |
| Charles L. Bassett Jr. | CFO           | 903-798-3923     | bassett@txkusa.org         |                    |
| Kristin Peoples        | Assistant CFO | 903-798-3997     | kristin.peoples@txkusa.org |                    |
| Jodie Lee              | Controller    | 903-798-3940     | jodie.lee@txkusa.org       |                    |

REGIONS COMMERCIAL EQUIPMENT FINANCE, LLC

By \_\_\_\_\_  
Authorized Officer

AGREED:

CITY OF TEXARKANA, TEXAS

By   
Authorized Officer

11/13/2015  
001-0012612-001

Form **8038-G**  
(Rev. September 2011)  
Department of the Treasury  
Internal Revenue Service

# Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

|                                                                                                                                |  |                                                                |  |
|--------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------|--|
| <b>Part I Reporting Authority</b>                                                                                              |  | If Amended Return, check here <input type="checkbox"/>         |  |
| 1 Issuer's name<br>CITY OF TEXARKANA, TEXAS                                                                                    |  | 2 Issuer's employer identification number (EIN)<br>75 6000689  |  |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)<br>220 TEXAS BLVD |  | 3b Telephone number of other person shown on 3a                |  |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br>TEXARKANA, TX 75501                            |  | 5 Report number (For IRS Use Only)<br>3                        |  |
| 6 City, town, or post office, state, and ZIP code                                                                              |  | 7 Date of issue<br>11/20/2015                                  |  |
| 8 Name of issue                                                                                                                |  | 9 CUSIP number                                                 |  |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)    |  | 10b Telephone number of officer or other employee shown on 10a |  |

|                                                                                                 |                          |    |  |
|-------------------------------------------------------------------------------------------------|--------------------------|----|--|
| <b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b> |                          |    |  |
| 11 Education                                                                                    |                          | 11 |  |
| 12 Health and hospital                                                                          |                          | 12 |  |
| 13 Transportation                                                                               |                          | 13 |  |
| 14 Public safety                                                                                |                          | 14 |  |
| 15 Environment (including sewage bonds)                                                         |                          | 15 |  |
| 16 Housing                                                                                      |                          | 16 |  |
| 17 Utilities                                                                                    |                          | 17 |  |
| 18 Other. Describe ►                                                                            |                          | 18 |  |
| 19 If obligations are TANs or RANs, check only box 19a                                          | <input type="checkbox"/> |    |  |
| If obligations are BANs, check only box 19b                                                     | <input type="checkbox"/> |    |  |
| If obligations are in the form of a lease or installment sale, check box                        | <input type="checkbox"/> |    |  |
| 20                                                                                              |                          |    |  |

| <b>Part III Description of Obligations. Complete for the entire issue for which this form is being filed.</b> |                         |                 |                                         |                               |           |
|---------------------------------------------------------------------------------------------------------------|-------------------------|-----------------|-----------------------------------------|-------------------------------|-----------|
|                                                                                                               | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| 21                                                                                                            | 11/11/2022              | \$ 1,120,154.32 | \$ N/A                                  | years                         | 1.8991 %  |

|                                                                                  |                                                                                          |    |  |  |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|----|--|--|
| <b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)</b> |                                                                                          |    |  |  |
| 22                                                                               | Proceeds used for accrued interest                                                       | 22 |  |  |
| 23                                                                               | Issue price of entire issue (enter amount from line 21, column (b))                      | 23 |  |  |
| 24                                                                               | Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 |  |  |
| 25                                                                               | Proceeds used for credit enhancement                                                     | 25 |  |  |
| 26                                                                               | Proceeds allocated to reasonably required reserve or replacement fund                    | 26 |  |  |
| 27                                                                               | Proceeds used to currently refund prior issues                                           | 27 |  |  |
| 28                                                                               | Proceeds used to advance refund prior issues                                             | 28 |  |  |
| 29                                                                               | Total (add lines 24 through 28)                                                          | 29 |  |  |
| 30                                                                               | Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 |  |  |

|                                                                                           |                                                                                                                    |
|-------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds.</b> |                                                                                                                    |
| 31                                                                                        | Enter the remaining weighted average maturity of the bonds to be currently refunded <input type="checkbox"/> years |
| 32                                                                                        | Enter the remaining weighted average maturity of the bonds to be advance refunded <input type="checkbox"/> years   |
| 33                                                                                        | Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) <input type="checkbox"/>               |
| 34                                                                                        | Enter the date(s) the refunded bonds were issued (MM/DD/YYYY) <input type="checkbox"/>                             |

For Paperwork Reduction Act Notice, see separate instructions.

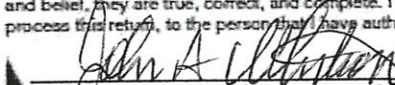
Cat. No. 63773S

Form 8038-G (Rev. 9-2011)



**Part VI Miscellaneous**

- 35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 35
- 36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . . 36a
- b Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 37
- 38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ☐ and enter the following information:
- b Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(II) (small issuer exception), check box ☐ ▶ ☐
- 40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ☐ ▶ ☐
- 41a If the issuer has identified a hedge, check here ☐ and enter the following information:
- b Name of hedge provider ▶ \_\_\_\_\_
- c Type of hedge ▶ \_\_\_\_\_
- d Term of hedge ▶ \_\_\_\_\_
- 42 If the issuer has superintegrated the hedge, check box ☐ ▶ ☐
- 43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ☐ ▶ ☐
- 44 If the issuer has established written procedures to monitor the requirements of section 148, check box ☐ ▶ ☐
- 45a If some portion of the proceeds was used to reimburse expenditures, check here ☐ and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b Enter the date the official intent was adopted ▶ \_\_\_\_\_

|                               |                                                                                                                                                                                                                                                                                                                                                                                   |  |                      |      |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------|------|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |  |                      |      |
|                               | <br>Signature of issuer's authorized representative                                                                                                                                                                                                                                            |  | 11-20-2015<br>Date   |      |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name                                                                                                                                                                                                                                                                                                                                                        |  | Preparer's signature | Date |
|                               | Firm's name ▶                                                                                                                                                                                                                                                                                                                                                                     |  | Firm's EIN ▶         |      |
|                               | Firm's address ▶                                                                                                                                                                                                                                                                                                                                                                  |  | Phone no. ▶          |      |
|                               | Check <input type="checkbox"/> if self-employed                                                                                                                                                                                                                                                                                                                                   |  | PTIN                 |      |

Form 8038-G (Rev. 9-2011)



Form **W-9**  
(Rev. October 2007)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type  
See Specific Instructions on page 2.

|                                                                                                                                                                                                                                                                                                                                                              |                                         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| Name (as shown on your income tax return)                                                                                                                                                                                                                                                                                                                    |                                         |
| Business name, if different from above<br>CITY OF TEXARKANA, TEXAS                                                                                                                                                                                                                                                                                           |                                         |
| Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....<br><input type="checkbox"/> Other (see instructions) ▶ | <input type="checkbox"/> Exempt payee   |
| Address (number, street, and apt. or suite no.)<br>220 TEXAS BLVD                                                                                                                                                                                                                                                                                            | Requester's name and address (optional) |
| City, state, and ZIP code<br>TEXARKANA, TX 75501                                                                                                                                                                                                                                                                                                             |                                         |
| List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                       |                                         |

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                                |
|------------------------------------------------|
| Social security number<br>:<br>:<br>:          |
| or                                             |
| Employer identification number<br>75 : 6000689 |

### Part II Certification

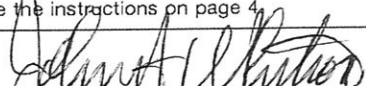
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign  
Here

Signature of  
U.S. person ▶



Date ▶ 11.20.2015

### General Instructions

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

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** Check the "Limited liability company" box only and enter the appropriate code for the tax classification ("D" for disregarded entity, "C" for corporation, "P" for partnership) in the space provided.

For a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

For an LLC classified as a partnership or a corporation, enter the LLC's name on the "Name" line and any business, trade, or DBA name on the "Business name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the business name, sign and date the form.



Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . .                                                            | THEN the payment is exempt for . . .                                                                                           |
|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------|
| Interest and dividend payments                                                         | All exempt payees except for 9                                                                                                 |
| Broker transactions                                                                    | Exempt payees 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 5                                                                                                      |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 7                                                                                           |

<sup>1</sup>See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup>However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [www.irs.gov](http://www.irs.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt payees, see *Exempt Payee* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.



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Other payees that may be exempt from backup withholding include:

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9. A futures commission merchant registered with the Commodity Futures Trading Commission,
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## Exhibit A FY 2015 Budget Amendments

| Revenue                          | Amount               | Date Entered | Reason                                     |
|----------------------------------|----------------------|--------------|--------------------------------------------|
| <b>Original Adopted Budget</b>   | <b>31,781,026.00</b> |              |                                            |
| <b>New Revenue</b>               |                      |              |                                            |
| 101-2007-40016                   | 62,386.40            | 12/30/2014   | USDA Grant for Farmer's Market             |
| 101-0000-40031                   | 10,000.00            | 2/11/2015    | Donation for Police Body Cameras           |
| 101-0000-40031                   | 10,000.00            | 2/24/2015    | Donation for Police Body Cameras           |
| 101-0000-40031                   | 1,000.00             | 3/9/2015     | Donation for Police Body Cameras           |
|                                  | <b>83,386.40</b>     |              |                                            |
| <b>Appropriated Fund Balance</b> |                      |              |                                            |
| 101-0000-46093                   | 17,506.90            | 10/1/2014    | Roll Over PO's from prior year             |
| 101-0000-46093                   | 35,000.00            | 5/6/2015     | Courthouse Square Project Tex COC          |
| 101-0000-46093                   | 5,373.80             | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-0000-46093                   | 1,032.72             | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-0000-46093                   | 2,244.49             | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-0000-46093                   | 13,326.92            | 5/13/2015    | Additional Health Inspector                |
| 101-0000-46093                   | 2,028.57             | 5/13/2015    | Additional Health Inspector                |
| 101-0000-46093                   | 20,000.00            | 5/13/2015    | Additional Health Insp Vehicle             |
| 101-0000-46093                   | 20,000.00            | 6/11/2015    | Replacement of current health insp vehicle |
| 101-0000-46093                   | 300,000.00           | 6/29/2015    | Kress Building                             |
| 101-0000-46093                   | 71,806.00            | 7/2/2015     | Unspent FY 14 Demolition Funds             |
| 101-0000-46093                   | 1,120,154.32         | Pending      | Motorola contract for radio equipment      |
|                                  | <b>1,608,473.72</b>  |              |                                            |
| <b>Revised Adopted Budget</b>    | <b>33,472,886.12</b> |              |                                            |

## Exhibit A FY 2015 Budget Amendments

| Expenditures                      | Amount               | Date Entered | Reason                                     |
|-----------------------------------|----------------------|--------------|--------------------------------------------|
| <b>Original Adopted Budget</b>    | <b>31,762,803.00</b> |              |                                            |
| <b>New Expenditures</b>           |                      |              |                                            |
| 101-2007-51103                    | 31,360.00            | 12/30/2014   | USDA Grant for Farmer's Market             |
| 101-2007-54525                    | 9,504.00             | 12/30/2014   | USDA Grant for Farmer's Market             |
| 101-2007-55702                    | 13,000.00            | 12/30/2014   | USDA Grant for Farmer's Market             |
| 101-2007-57029                    | 8,522.40             | 12/30/2014   | USDA Grant for Farmer's Market             |
| 101-1702-52207                    | 10,000.00            | 2/11/2015    | Donation for Police Body Cameras           |
| 101-1702-52207                    | 10,000.00            | 2/24/2015    | Donation for Police Body Cameras           |
| 101-1702-52207                    | 1,000.00             | 3/9/2015     | Donation for Police Body Cameras           |
|                                   | <u>83,386.40</u>     |              |                                            |
| <b>Appropriated Fund Balance</b>  |                      |              |                                            |
| 101-2700-54524                    | 35,000.00            | 5/6/2015     | Courthouse Square Project Tex COC          |
| 101-1904-51103                    | 4,089.65             | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-1904-51112                    | 324.31               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-1904-51113                    | 646.98               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-1904-51114                    | 312.86               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-1904-53301                    | 1,254.80             | 10/1/2014    | Roll Over PO's from PY                     |
| 101-1904-55706                    | 7,349.06             | 10/1/2014    | Roll Over PO's from PY                     |
| 101-1908-54504                    | 8,903.04             | 10/1/2014    | Roll Over PO's from PY                     |
| 101-2202-51103                    | 817.93               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2202-51112                    | 22.82                | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2202-51113                    | 129.40               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2202-51114                    | 62.57                | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2203-51103                    | 1,766.90             | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2203-51112                    | 62.90                | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2203-51113                    | 279.52               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2203-51114                    | 135.17               | 5/13/2015    | Minimum Salary of \$20,000                 |
| 101-2006-51103                    | 10,769.23            | 5/13/2015    | Additional Health Inspector                |
| 101-2006-51112                    | 30.15                | 5/13/2015    | Additional Health Inspector                |
| 101-2006-51113                    | 1,703.69             | 5/13/2015    | Additional Health Inspector                |
| 101-2006-51114                    | 823.85               | 5/13/2015    | Additional Health Inspector                |
| 101-2006-51115                    | 2,028.57             | 5/13/2015    | Additional Health Inspector                |
| 101-2700-50067                    | 20,000.00            | 5/13/2015    | Additional Health Insp Vehicle             |
| 101-2700-50067                    | 20,000.00            | 6/11/2015    | Replacement of current health insp vehicle |
| 101-2001-57077                    | 300,000.00           | 6/29/2015    | Kress Building                             |
| 101-1904-54522                    | 71,806.00            | 7/2/2015     | FY 14 Unspent Demolition Funds             |
| 101-1701-55820                    | 1,120,154.32         | Pending      | Motorola contract for radio equipment      |
|                                   | <u>1,608,473.72</u>  |              |                                            |
| <b>Revised Adopted Budget</b>     | <b>33,454,663.12</b> |              |                                            |
| <b>Revenues Over Expenditures</b> | <b>18,223.00</b>     |              |                                            |

## City of Texarkana, Texas

Version: C

Update Date: 11/16/2015 8:34 AM

## Briefing Sheet

**Lead Department:** City Manager      **Action Officer:** Jennifer Evans, City Secretary  
The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2015). The Public Comment Hearing will be held on November 23rd for the 2014 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 10 - 25, 2015.

**Subject:**

### Updates/History of Briefing:

Not Applicable

### Executive Summary and Background Information:

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2014 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment at the dates and times listed below. Spanish translation is available upon request.

The Department of Housing and Urban Development requires all recipients of Community development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report.

The DRAFT report can be reviewed at the following location during regular business hours between November 10, 2015 and November 25, 2015:

Texarkana, Texas City Hall  
 Department Planning and Community Development  
 220 Texas Boulevard  
 Texarkana, Texas

The DRAFT CAPER is also available on the Texarkana, Texas website - [www.ci.texarkana.tx.us](http://www.ci.texarkana.tx.us).

The City will hold a regularly scheduled City Council Meeting, which is a Public Meeting, on November 9 2015 where the public and Council will be briefed on the report and comment period.

The Public Hearing for the CAPER will occur at the regularly scheduled City Council Meeting on November 23, 2015. The 15 day Comment period will end on November 25, 2015. Citizens are asked

**City of Texarkana, Texas**

to present their comments at this Public Hearing for inclusion in the report or to submit written comments for inclusion in the report to the Department of Planning and Community Development, City of Texarkana, Texas 220 Texas Boulevard, P.O. Box 1967, Texarkana, Texas 75504. Comments may be mailed or delivered to this office by 5:00 p.m. November 25, 2015.

**Potential Options:**

- None
- 

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**Fiscal Implications:**

None

**Staff Recommendation:**

Report only

**Advisory Board/Committee Review:**

None

**Board/Committee Recommendation:**

Not Applicable

**Advisory Board/Committee Meeting Date and Minutes:**

Not Applicable

**Attachments**

- Goals and Perspectives (DOCX)
- RPT 2014 CAPER (DOCX)



## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                                                       |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input checked="" type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input checked="" type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input checked="" type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                          |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input type="checkbox"/>            | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input checked="" type="checkbox"/> | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            |                                      |

Other:



# City of Texarkana, Texas

## CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program  
October 1, 2014 through September 30, 2015  
Program Year 2014

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### CR-05 - Goals and Outcomes

**Progress the jurisdiction has made in carrying out its strategic plan and its action plan.**

#### 91.520(a)

This section provides an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

#### *Introduction*

Within 90 days of the end each program year, the City of Texarkana, Texas is required to provide an annual report to the Department of Housing and Urban Development (HUD) that summarizes its performance as a Community Development Block Grant entitlement community for the program year. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER).

This report includes a description of the resources made available, the investment of available resources, the geographic distribution and location of investments, the families and persons assisted including the racial and ethnic distribution of persons assisted, actions taken to affirmatively further fair housing, and other actions indicated in the Strategic Plan and the Action Plan.

The overall goals of the City's CDBG program were created according to HUD's established objectives. They are designed to develop viable urban communities principally for low- and moderate-income persons with household incomes at or below 80% of Median Family Income by:

- Providing decent housing;
- Providing a suitable living environment; and
- Expanding economic opportunities.

Performance reporting for the CDBG program meets three basic purposes:

- Provides HUD with necessary information to meet its statutory requirement to assess each grantee's ability to carry out relevant Community Planning and Development programs in compliance with all applicable rules and regulations;
- Provides information necessary for HUD's Annual Report to Congress, also statutorily mandated;
- Provides the City of Texarkana, Texas an opportunity to describe to citizens the community's successes in revitalizing deteriorated neighborhoods and meeting objectives stipulated in the Consolidated Plan.

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

### Overview

During CDBG Program Year 2014 (October 1, 2014 – September 30, 2015 = PY14), the City of Texarkana had a total of \$ 474,797.82 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$124,268.28 from prior allocations, \$38,897.54 in Program Income, and \$311,632 for the Program Year 2014 allocation. The City expended \$165,951.21 leaving an unexpended balance at the beginning of Program Year 2015 of \$270,102.25.



**Figure 1 City of Texarkana, Texas CDBG Jurisdiction**

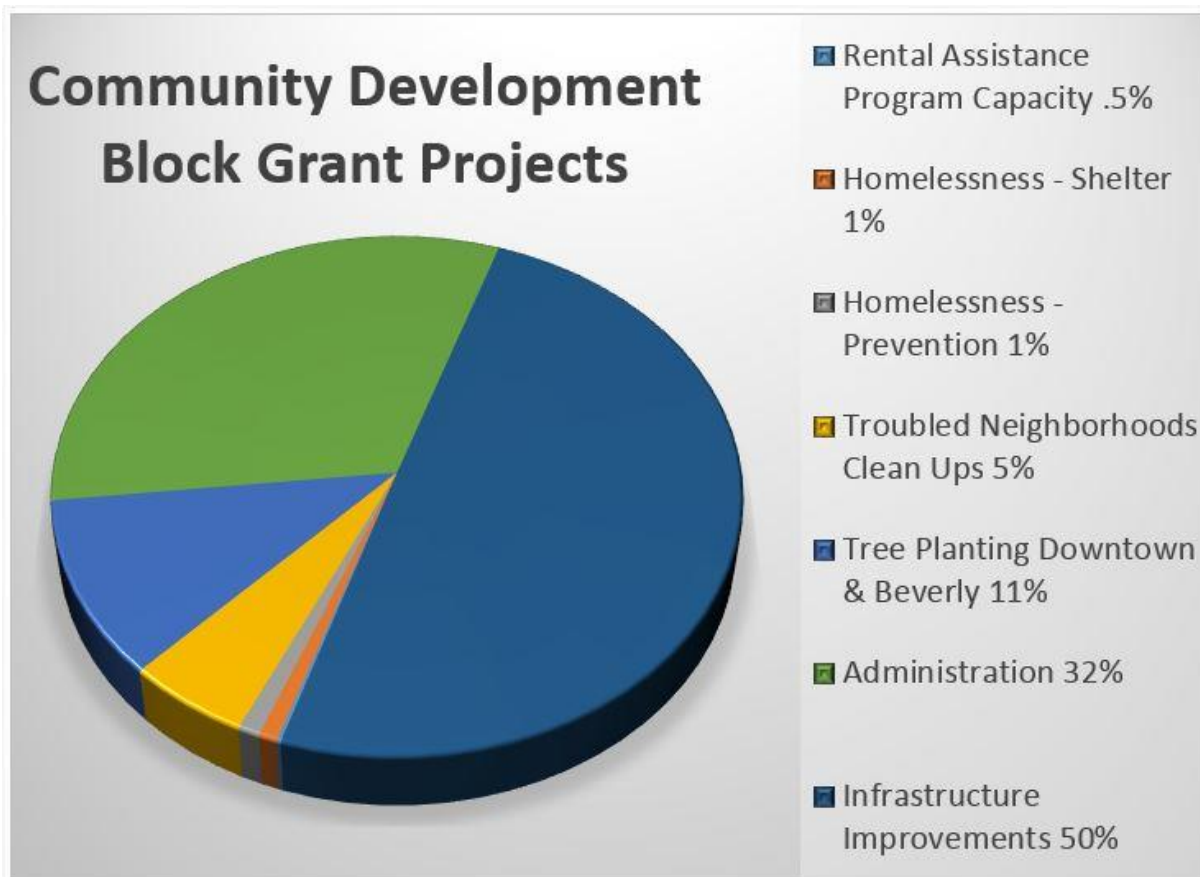


**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

## ***2014 Community Development Block Grant Projects***

The City carried out seven activities during this reporting period:

- Rental Assistance Program Capacity
- Homelessness - Shelter
- Homelessness - Prevention
- Troubled Neighborhoods Clean Ups
- Tree Planting Downtown & Beverly
- Administration
- Infrastructure Improvements



**Figure 2:Community Development Block Grant Projects PY2014**

## City of Texarkana, Texas Consolidated Annual Performance Report

### Community Development Block Grant Program Year 2014

HUD requires Entitlement Communities receiving CDBG funds to spend at least seventy percent of program expenditures on activities that benefit low and moderate income persons. One hundred percent of Texarkana's program expenditures benefitted low and moderate income persons. Thirty-two percent of total expenditures went toward administration of the program.

| <i><b>Project/Activity</b></i>              | <i><b>Status</b></i> | <i><b>Percent</b></i> | <i><b>Funded</b></i> | <i><b>Drawn</b></i> |
|---------------------------------------------|----------------------|-----------------------|----------------------|---------------------|
| <i>Rental Assistance Program Capacity</i>   | Completed            | .5%                   | \$294.16             | \$294.16            |
| <i>Homelessness - Shelter</i>               | Completed            | 1%                    | \$1,345.97           | \$1,345.97          |
| <i>Homelessness - Prevention</i>            | Completed            | 1%                    | \$1,592.52           | \$1,592.52          |
| <i>Troubled Neighborhoods Clean Ups</i>     | Completed            | 5%                    | \$8,862.62           | \$8,862.62          |
| <i>Tree Planting Downtown &amp; Beverly</i> | Completed            | 11%                   | \$18,272.48          | \$18,272.48         |
| <i>Administration</i>                       | Completed            | 32%                   | \$52,970.46          | \$52,970.46         |
| <i>Infrastructure Improvements</i>          | Completed            | 50%                   | \$82,613.00          | \$82,613.00         |
| <b>Total</b>                                |                      |                       | <b>\$165,951.21</b>  | <b>\$165,951.21</b> |

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

### ***Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)***

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

The following table shows the City of Texarkana's progress toward meeting the goals and objectives describes in the City's 2013-2017 Five Year Consolidated Plan and 2014 Annual Action Plan. The table contains all of the proposed projects, the category of the proposed projects, and identifies the proposed sources and amounts related to these projects over the five year period. The table also identifies non-CDBG funding projects that were specified in the Five Year Plan. Projects from this reporting year using CDBG funding are highlighted dark grey in the table below.

| Goal                               | Category                          | Source / Amount | Indicator                                         | Unit of Measure | Expected – Strategic Plan | Actual – Strategic Plan | Percent Complete | Expected – Program Year | Actual – Program Year | Percent Complete |
|------------------------------------|-----------------------------------|-----------------|---------------------------------------------------|-----------------|---------------------------|-------------------------|------------------|-------------------------|-----------------------|------------------|
| <b>Administer the CDBG Program</b> | Administration                    | CDBG: \$        | Other                                             | Other           | 1                         | 1                       | 100.00%          | 1                       | 1                     | 100.00%          |
| <b>CDBG Revolving Loan Fund</b>    | Non-Housing Community Development | CDBG: \$        | Facade treatment/business building rehabilitation | Business        | 5                         | 4                       | 80.00%           | 0                       | 0                     |                  |
| <b>CDBG Revolving Loan Fund</b>    | Non-Housing Community Development | CDBG: \$        | Jobs created/retained                             | Jobs            | 10                        | 10                      | 100.00%          | 0                       | 0                     |                  |
| <b>CDBG</b>                        | Non-Housing                       | CDBG: \$        | Businesses                                        | Businesses      | 5                         | 4                       |                  | 0                       | 0                     |                  |

CAPER

5

OMB Control No: 2506-0117 (exp. 07/31/2015)

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

|                                                        |                                     |                                |                                                                   |                        |     |     |         |    |    |         |
|--------------------------------------------------------|-------------------------------------|--------------------------------|-------------------------------------------------------------------|------------------------|-----|-----|---------|----|----|---------|
| <b>Revolving Loan Fund</b>                             | Community Development               |                                | assisted                                                          | Assisted               |     |     | 80.00%  |    |    |         |
| <b>Domestic Violence Prevention Supportive Housing</b> | Homeless Non-Homeless Special Needs | Supportive Housing Program: \$ | Tenant-based rental assistance / Rapid Rehousing                  | Households Assisted    | 40  | 40  | 100.00% | 60 | 60 | 100.00% |
| <b>Domestic Violence Prevention Supportive Housing</b> | Homeless Non-Homeless Special Needs | Supportive Housing Program: \$ | Homelessness Prevention                                           | Persons Assisted       | 60  | 60  | 100.00% |    |    |         |
| <b>Domestic Violence Prevention Supportive Housing</b> | Homeless Non-Homeless Special Needs | Supportive Housing Program: \$ | Housing for People with HIV/AIDS added                            | Household Housing Unit | 2   | 2   | 100.00% | 2  | 2  | 100.00% |
| <b>Evaluate and Reduce Lead Paint Hazards</b>          | Affordable Housing                  | General Fund: \$               | Public service activities for Low/Moderate Income Housing Benefit | Households Assisted    | 100 | 0   | 0.00%   |    |    |         |
| <b>First Time Home Buyer Down Payment Assistance</b>   | Affordable Housing                  | CDBG: \$                       | Direct Financial Assistance to Homebuyers                         | Households Assisted    | 4   | 2   | 50.00%  | 1  | 0  | 0.00%   |
| <b>Homelessness Emergency Shelter</b>                  | Homeless                            | General Fund: \$               | Homeless Person Overnight Shelter                                 | Persons Assisted       | 100 | 100 | 100.00% |    |    |         |
| <b>Homelessness Outreach</b>                           | Homeless Non-Homeless               | General Fund: \$               | Homeless Person Overnight                                         | Persons Assisted       | 100 | 0   | 0.00%   |    |    |         |

CAPER

6

OMB Control No: 2506-0117 (exp. 07/31/2015)



**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

|                                               |                                           |                         |                                                                                                               |                           |     |     |         |     |      |           |
|-----------------------------------------------|-------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------|---------------------------|-----|-----|---------|-----|------|-----------|
|                                               | Special Needs                             |                         | Shelter                                                                                                       |                           |     |     |         |     |      |           |
| <b>Homelessness Outreach</b>                  | Homeless<br>Non-Homeless<br>Special Needs | General<br>Fund: \$     | Homelessness<br>Prevention                                                                                    | Persons<br>Assisted       | 100 | 0   | 0.00%   |     |      |           |
| <b>Homelessness Prevention</b>                | Homeless<br>Non-Homeless<br>Special Needs | General<br>Fund: \$     | Homelessness<br>Prevention                                                                                    | Persons<br>Assisted       | 100 | 100 | 100.00% |     |      |           |
| <b>Housing Reconstruction</b>                 | Affordable<br>Housing                     | CDBG: \$ /<br>TDHCA: \$ | Homeowner<br>Housing<br>Rehabilitated                                                                         | Household<br>Housing Unit | 14  | 4   | 28.57%  | 1   | 0    | 0.00%     |
| <b>Public Facilities and Parks</b>            | Non-Housing<br>Community<br>Development   | CDBG: \$                | Public Facility or<br>Infrastructure<br>Activities other<br>than<br>Low/Moderate<br>Income Housing<br>Benefit | Persons<br>Assisted       | 100 | 0   | 0.00%   |     |      |           |
| <b>Public Facilities and Parks</b>            | Non-Housing<br>Community<br>Development   | CDBG: \$                | Public Facility or<br>Infrastructure<br>Activities for<br>Low/Moderate<br>Income Housing<br>Benefit           | Households<br>Assisted    | 20  | 0   | 0.00%   |     |      |           |
| <b>Public Improvements and Infrastructure</b> | Non-Housing<br>Community<br>Development   | CDBG: \$                | Public Facility or<br>Infrastructure<br>Activities other<br>than<br>Low/Moderate<br>Income Housing<br>Benefit | Persons<br>Assisted       | 50  | 200 | 400.00% | 100 | 1000 | 1,000.00% |
| <b>Public Improvements</b>                    | Non-Housing<br>Community                  | CDBG: \$                | Public Facility or<br>Infrastructure                                                                          | Households<br>Assisted    | 5   | 0   | 0.00%   |     |      |           |

CAPER

7

OMB Control No: 2506-0117 (exp. 07/31/2015)

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

|                                                    |                                                              |                  |                                                                                             |                        |     |     |         |     |    |         |
|----------------------------------------------------|--------------------------------------------------------------|------------------|---------------------------------------------------------------------------------------------|------------------------|-----|-----|---------|-----|----|---------|
| <b>and Infrastructure</b>                          | Development                                                  |                  | Activities for Low/Moderate Income Housing Benefit                                          |                        |     |     |         |     |    |         |
| <b>Public Improvements and Infrastructure</b>      | Non-Housing Community Development                            | CDBG: \$         | Buildings Demolished                                                                        | Buildings              | 5   | 5   | 100.00% |     |    |         |
| <b>Public Improvements and Infrastructure</b>      | Non-Housing Community Development                            | CDBG: \$         | Housing Code Enforcement/For eclosed Property Care                                          | Household Housing Unit | 10  | 0   | 0.00%   |     |    |         |
| <b>Public Services - Health Department</b>         | Non-Homeless Special Needs Non-Housing Community Development | Texas DSHS: \$   | Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit | Persons Assisted       | 100 | 0   | 0.00%   |     |    |         |
| <b>Public Services - Health Department</b>         | Non-Homeless Special Needs Non-Housing Community Development | Texas DSHS: \$   | Public service activities other than Low/Moderate Income Housing Benefit                    | Persons Assisted       | 0   | 0   |         | 100 | 0  | 0.00%   |
| <b>Rental Assistance Information Dissemination</b> | Affordable Housing Public Housing                            | General Fund: \$ | Public service activities for Low/Moderate Income Housing Benefit                           | Households Assisted    | 100 | 100 | 100.00% | 20  | 20 | 100.00% |
| <b>Rental Assistance</b>                           | Affordable Housing                                           | General Fund: \$ | Homelessness Prevention                                                                     | Persons Assisted       | 100 | 100 | 100.00% |     |    |         |

CAPER

8

OMB Control No: 2506-0117 (exp. 07/31/2015)

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

|                                                          |                                                      |                 |                                                   |                        |    |   |       |  |  |  |
|----------------------------------------------------------|------------------------------------------------------|-----------------|---------------------------------------------------|------------------------|----|---|-------|--|--|--|
| <b>Information Dissemination</b>                         | Public Housing                                       |                 |                                                   |                        |    |   |       |  |  |  |
| <b>Section 108 Loan Program for Economic Development</b> | Affordable Housing Non-Housing Community Development | Section 108: \$ | Facade treatment/business building rehabilitation | Business               | 5  | 0 | 0.00% |  |  |  |
| <b>Section 108 Loan Program for Economic Development</b> | Affordable Housing Non-Housing Community Development | Section 108: \$ | Rental units constructed                          | Household Housing Unit | 5  | 0 | 0.00% |  |  |  |
| <b>Section 108 Loan Program for Economic Development</b> | Affordable Housing Non-Housing Community Development | Section 108: \$ | Jobs created/retained                             | Jobs                   | 15 | 0 | 0.00% |  |  |  |
| <b>Section 108 Loan Program for Economic Development</b> | Affordable Housing Non-Housing Community Development | Section 108: \$ | Businesses assisted                               | Businesses Assisted    | 5  | 0 | 0.00% |  |  |  |

**Table 1 - Accomplishments – Program Year & Strategic Plan to Date**

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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***Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.***

Through the consolidated planning process, the City of Texarkana assessed its housing, public facility, infrastructure, economic, homelessness, and human service needs, in order to meet the goals of providing decent housing, providing a suitable living environment and expanding economic opportunities, concentrating on the needs of low and moderate income persons. From this assessment, Texarkana developed a list of priorities and objectives for addressing the identified needs. The 2013-2017 Consolidated Plan and the 2014 Annual Action Plan serve as a decision-making guides for determining how to invest federal resources, specifically CDBG funding, in the community. This CAPER provides a description of how funds were used to address local priorities as detailed in the Consolidated Plan. The two areas identified as highest priority for the CDBG program are housing and economic development in the city's two Target Areas, Downtown and the Beverly community. All CDBG funds in 2014 have benefitted low and moderate income individuals.

**Downtown Target Area:** The City completed a downtown infrastructure project complementing the STEPII grant in collaboration with the City's Public Works Department and the Texas Department of Transportation. The project provided ADA accessibility upgrades to city sidewalks and Kidtopia Park. Downtown also benefitted from the Troubled Neighborhoods Clean-Up, Tree Planting activity, and activities to address homelessness in Texarkana. The Clean-Up Project in Downtown focused resources on the Target Area in order to provide a suitable living environment in this troubled neighborhood. Staff and volunteers cleaned up abandoned lots, streets, and alley ways, clearing debris and trash. Tree planting in Downtown focused on planting trees in this qualified census tract providing a suitable living environment.

**Beverly Target Community:** The Beverly Clean-Up Project focused resources on the Beverly Target Area in order to provide a suitable living environment in this troubled neighborhood. Staff and volunteers cleaned up abandoned lots, streets, and alley ways, clearing debris and trash as well as removing significant overgrowth on the lots. Most importantly, this project opened the doors to future collaboration with willing and excited volunteers, homeowners and renters, who want to see this troubled neighborhood transformed to a vibrant, sustainable neighborhood.

**Housing:** Housing for low and moderate income persons is one of the City's highest priorities for meeting its CDBG goals and objectives. In PY14, the City focused on building capacity in its administration and planning, reorganizing departmental resources and revising processes for its Housing Reconstruction and First Time Home Buyer Programs.



**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

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Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

**CR-10 - Racial and Ethnic composition of families assisted**

***Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)***

|                                           | CDBG |
|-------------------------------------------|------|
| White                                     | 1971 |
| Black or African American                 | 1953 |
| Asian                                     | 0    |
| American Indian or American Native        | 0    |
| Native Hawaiian or Other Pacific Islander | 0    |
| Hispanic                                  | 12   |
| Not Hispanic                              | 3912 |
| Total                                     | 3924 |

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

***Narrative***

Project resources were concentrated in Texarkana's two Target Areas, the Beverly neighborhood and Downtown Texarkana.

Downtown Texarkana is located in Census Tract #48037010500. This tract has a poverty rate of 49.8%. Of the 3232 residents that call the Downtown area home, 1,009 are white, 2,050 are Black or African American. Population continues to decline in the area as fewer and fewer make their homes here. In this area of just over 200 acres, there are over 200 confirmed or suspected Brownfield properties ranging from suspected lead and asbestos contamination to petroleum and MTBE's. Nearly half of the buildings in the area are no longer open or functioning.

The Beverly area (Census Tract #48037010600) population has decreased from 2,612 in 1990 to 2,293 in 2010, with the number of households for the same period also declining from 921 to 774. Total number of housing units likewise decreased from 1,103 to 918 households. The number of vacant housing units decreased from 182 to 144. During this same time period, renter occupied housing units rose from 441 to 506 while owner occupied housing units dramatically decreased 44.17% from 480 to 268. In 2012, average median household income for Texarkana, Texas was \$37,526, but only \$17,262 in Beverly, a variance of 46%. Per capita income was also lower by 45% as compared to the city at \$23,297 per person in the city and only \$10,477 in Beverly. Median home values in the city were reported at \$136,770 and only \$37,863 in Beverly.

Of the residents the City assisted in PY14 through CDBG activities, 1,953 identified as Black or African American, 1,971 identified as White. Twelve persons claimed Hispanic heritage, with 3,924 as Not Hispanic.

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

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**CR-15 - Resources and Investments 91.520(a)**

*Identify the resources made available*

| <i>Source of Funds</i> | <i>Source</i>          | <i>Expected<br/>Amount Available</i> | <i>Actual<br/>Amount Expended Program<br/>Year 2014</i> |
|------------------------|------------------------|--------------------------------------|---------------------------------------------------------|
| <i>CDBG</i>            | HUD and Program Income | \$474,797.82                         | \$165,951.21                                            |

**Table 3 – Resources Made Available**

***Narrative***

During CDBG Program Year 2014 (October 1, 2014 – September 30, 2015 = PY14), the City of Texarkana had a total of \$ 474,797.82 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$124,268.28 from prior allocations, \$38,897.54 in Program Income, and \$311,632 for the Program Year 2014 allocation. The City expended \$165,951.21 leaving an unexpended balance at the beginning of the 2015 program year of \$270,102.25.

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

### *Identify the geographic distribution and location of investments*

| <i>Target Area</i>                  | <i>Planned<br/>Percentage of<br/>Allocation</i> | <i>Actual<br/>Percentage of<br/>Allocation</i> | <i>Narrative Description</i>                   |
|-------------------------------------|-------------------------------------------------|------------------------------------------------|------------------------------------------------|
| Beverly Community<br>Revitalization | 40                                              | 7%                                             | Beverly Clean-Up Projects and<br>Tree Planting |
| Downtown Area                       | 40                                              | 57%                                            | Infrastructure and Tree<br>Planting            |

**Table 4 – Geographic distribution and location of investments**

### ***Narrative***

Boundaries for Beverly Target Area: Southern border: New Boston Road, also US Hwy 82; Western border: Robinson Road; Northern border: College Drive; Eastern border: Richmond Road to Summerhill Road; Qualified Census Tract 106.

This once thriving community is bordered on all four sides by commercially zoned streets with an interior comprised of older housing stock, and many vacant, boarded buildings. This is an area of minority, elderly, and poverty concentrations. As the Staff works closely with community leaders in the Beverly neighborhood, and it became increasingly clear that residents felt that cleaning up their neighborhood had to begin with literal neighborhood cleanups. The City has committed significant resources to this effort and pledged CDBG resources to the effort as well.

The Downtown Area Local Target Area (Tract 105) is sometimes referred to as the Downtown/7th Street Corridor as this is descriptive of the boundaries of the Target Area. It is bounded on one side by the Kansas City Southern Railroad (Front Street) and 7th Street (Martin Luther King Blvd.) on the other. It's eastern and western border are Stateline Avenue, literally the Texas/Arkansas border, on the east side and Lakeside Drive on the other.

Citizens of Texarkana have asked the City to focus on downtown revitalization for at least ten years. Consultation with numerous agencies, public meetings, public hearings, citizen surveys, and votes of the duly elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town and revitalize the area's economic potential and potential for providing affordable housing close to city, county, state, federal and non-profit services.



## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

These geographic regions were chosen because they have great potential and great need. These areas are bordered by major transportation routes, which are prime real estate for redevelopment. These neighborhoods provide significant opportunity for quality affordable housing. New multifamily units along with the development of new single family housing will provide what these neighborhoods need the most – safe, secure, quality, affordable, housing for families. The combination of affordable rental units and the development of new single family housing will provide families who currently reside in these neighborhoods opportunities to become future property owners. The development of new affordable housing stock will provide opportunities for those families currently locked out of the homeownership market the opportunity to make their initial investment in the American dream of home ownership. Moreover, the economic development potential in these areas can bring what is most needed to sustain these low-mod income areas: jobs.

Downtown area expenditures have focused on job creation through the Revolving Loan Fund, assistance to businesses that have/will hire workers from the low/moderate income population and train them for more specialized work. In PY 2014, the expenditures in the Downtown Target Area consisted of accessibility improvements to curbs and sidewalks, a project conducted in collaboration with the Texas Department of Transportation, a tree planting to create a suitable living environment around the homeless shelters, parks, and downtown businesses.

Expenditures in Beverly have been comprised of volunteer-led neighborhood clean-up projects. In PY14, fewer CDBG dollars were used as the City's general fund resources covered the majority of expected costs. Staff expects PY2015 to demonstrate more balance between these important Target Area expenditures.

### ***Leveraging***

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

The City recognizes the importance of leveraging resources. It is estimated that these community development projects will bring \$1.75 in private resources spent in the local economy for each grant dollar invested. Moreover, most projects require substantial private investments at a 9 to 1 ratio, especially the Revolving Loan Fund program for Downtown Business economic development. Matching requirements for other grant programs are met by in-kind donations of labor and/or materials rather than by the use of CDBG funds. Publically owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, and scattered properties located in downtown. This property may be used to promote economic development, provide support for homeless programs, and/or affordable housing in Texarkana, Texas. Publicly owned land may also be used to support public

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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health activities, infrastructure and public services, promoting livability and sustainability within the jurisdiction. The City expects to use CDBG funding as a leveraging tool to support community and economic development within the jurisdiction.

Other grant programs that magnify the impact the City's commitment of CDBG resources and provide significant leverage to CDBG investments in the Downtown and Beverly Target Areas include the:

- \$ 440,000 EPA Brownfields Multi-Purpose Grant
- \$ 900,000 EPA Brownfields Revolving Loan Fund
- \$ 200,000 EPA Brownfields Petroleum Assessment Grant
- \$ 200,000 EPA Brownfields Hazardous Materials Assessment Grant
- \$ 94,000 USDA Farmers' Market Promotions Program
- \$ 500,000 STEP Grant for sidewalk improvements downtown
- \$ 100,000 NEA Grant for Downtown redevelopment

*Note: Texarkana, Texas is not a HOME entitlement community.*

*Some tables in the official template for this report contain tables for the HOME program that have been deleted in this report.*

City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014

**CR-20 - Affordable Housing 91.520(b)**

*Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.*

|                                                                                   | <i>One-Year Goal</i> | <i>Actual</i> |
|-----------------------------------------------------------------------------------|----------------------|---------------|
| <i>Number of Homeless households to be provided affordable housing units</i>      | 300                  | 300           |
| <i>Number of Non-Homeless households to be provided affordable housing units</i>  | 300                  | 300           |
| <i>Number of Special-Needs households to be provided affordable housing units</i> | 300                  | 30            |
| <b>Total</b>                                                                      | <b>900</b>           | <b>900</b>    |

Table 5- Number of Households

|                                                                             | <i>One-Year Goal</i> | <i>Actual</i> |
|-----------------------------------------------------------------------------|----------------------|---------------|
| <i>Number of households supported through Rental Assistance</i>             | 1000                 | 1000          |
| <i>Number of households supported through The Production of New Units</i>   | 5                    | 5             |
| <i>Number of households supported through Rehab of Existing Units</i>       | 5                    | 5             |
| <i>Number of households supported through Acquisition of Existing Units</i> | 0                    | 0             |
| <b>Total</b>                                                                | <b>1010</b>          | <b>1000</b>   |

Table 6 - Number of Households Supported

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### ***Discuss the difference between goals and outcomes and problems encountered in meeting these goals.***

The City's Five Year Consolidated Plan for meeting Housing goals primarily consisted of projects and activities relying on Non-CDBG funding. Significant changes in funding streams the City relied upon for meeting these goals, including both CDBG and Non-CDBG funding, necessitated changes in plans for the 2014 Action Plan and will impact future Action Plans.

In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs in the Five Year Plan and One Year Action Plans. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA. Those funds are now not available. Without a replacement funding source, those programs have been removed from the City's expected outcomes. However, even though these no longer exist as projects in HUD's (Housing and Urban Development) database system due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. The City is in the process of completing a Minor Amendment to the Consolidated Plan to remove the Non-CDBG funded outcomes from the expected outcomes database.

The more significant issue is the decrease in funding in CDBG and Non-CDBG funding programs. This directly impacts real outcomes in Texarkana communities. The City does provide capacity building support for Homeless Coalition members, including Randy Sams Homeless Shelter and Texarkana Friendship Center. The outcomes for these activities are reported as Organizations Assisted.

### ***Discuss how these outcomes will impact future annual action plans.***

Future action plans will incorporate more activities funded by the CDBG program leading to improvements in meeting the goals and outcomes specified in the Five Year Consolidated Plan. The City will amend the Consolidated Plan to allow for future annual action plans to specify the use of CDBG funds to address priority needs areas, especially those relating to housing, homelessness, and homelessness prevention activities.



**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

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*Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.*

| <b><i>Number of Persons Served</i></b> | <b><i>CDBG Actual</i></b> |
|----------------------------------------|---------------------------|
| <i>Extremely Low-income</i>            | <i>0</i>                  |
| <i>Low-income</i>                      | <i>0</i>                  |
| <i>Moderate-income</i>                 | <i>0</i>                  |
| <b><i>Total</i></b>                    | <b><i>0</i></b>           |

**Table 7 – Persons Served Where Eligibility Relies on Income by Family Size**

***Narrative***

No CDBG activities were conducted that required information on income by family size to determine the eligibility of the activity. The Consolidated Plan does include several activities that require the calculation to determine applicant eligibility and these were conducted in the first three years of the Plan. Additionally, the City will provide First Time Home Buyer Assistance Grants and Home Rehabilitation Grants in Program Year 2015 (October 1, 2015 – September 30, 2016) that will require eligibility determination.

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

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**CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e);  
91.520(c)**

***Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:***

***Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs***

The priorities for Texarkana in addressing the needs of these population groups include:

- To assist public and nonprofit agencies in providing housing and supportive services to the elderly and frail elderly;
- To assist public and nonprofit agencies in providing housing and supportive services to homeless persons and those "at-risk" of homelessness.
- To assist the Texarkana Homeless Coalition and those agencies that are part of the coalition, serving special needs populations.

The City of Texarkana, Texas is a long-time advocate for ending homelessness. As such, the City is an active participant in the Texarkana Homeless Coalition. Staff lends their expertise and the City contributes countless hours to the assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, and create economies of scale. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Grants, Rapid Re-Housing Grants and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2014 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City assisted two organizations with their capacity to care out the mission to reach out to the homeless population and assess individual needs.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

***Addressing the emergency shelter and transitional housing needs of homeless persons***

Emergency Housing, Transitional Housing and Rapid Re-Housing:

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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- Randy Sams' Shelter for the Homeless (emergency shelter for 86 unaccompanied adults)
- The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people and 25 beds for individual men)
- Domestic Violence Prevention, Inc. (emergency shelter for 17 unaccompanied adults, transitional supportive housing for 60 family members and 14 unaccompanied adults, program transitioning to Rapid Rehousing model)

The Randy Sams' Outreach Shelter provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, and Unaccompanied Men are located in Texarkana, Arkansas. Their facility is list here because they are the only local provider of shelter for homeless families in the region. Crossing state lines for shelter is problematic for many homeless persons because assistance is usually tied to state of residence.

Texarkana Friendship Center provides services to the needy and homeless in downtown Texarkana. The Texarkana Friendship Center is a non-profit care provider rendering life sustaining assistance to the indigent and job training and placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap or other classification. They feed an average of 180 people a day as well as providing groceries for over 14 families daily. Additionally, the Friendship Center provides Rapid Rehousing to more than forty formerly homeless families through Continuum of Care grant as a partner to the City.

Special Health Services of Texas provides some support for HIV/AIDS patients in the region. Community Health Core (formerly Sabine Valley Health) plans to provide supportive housing and permanent supportive housing to homeless veterans and their families as well as supportive housing for MHMR clientele. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Funds and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2014 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City assisted Randy Sams and the Texarkana Friendship Center as well as the Coalition. Outcomes are reported as organizations assisted.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### *Transition to permanent housing*

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents, and victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations and homelessness. These populations have a much more difficult time finding, securing, and maintaining adequate housing and necessary social services.

The City serves as the fiscal agent for a Rapid Re-Housing Grant – Continuum of Care (CoC) Grant administered by Domestic Violence Prevention of Texarkana and the Texarkana Friendship Center. These agencies provide rapid housing to approximately 40 family members and 10 individuals without families. Of these residents, one head-of-household is a veteran, 2 are HIV/Aids positive, and 2 are classified as chronically homeless.

The program moved from a Transitional Housing model to a Rapid Rehousing model as of March 1, 2015. In both cases, the program meets the needs of these residents by providing case management, counseling, life skills training, and assistance for job seekers. The program assists these persons and families learn self-sufficiency. Rent subsidies end at six months and the formerly homeless persons have transitioned gradually to paying their own rents. They are considered permanently housed at the point that they are paying their own way.

CDBG funding was used to meet outcomes associated with the Program Year 2014 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.



## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### ***At Risk of Homelessness***

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The primary goal for serving special needs populations is to assist public and nonprofit agencies in expanding and enhancing their provision of housing and services to the elderly, disabled and dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, and persons with addictions. The City recognizes services required by special-needs populations often overlap the housing needs and supportive services for the homeless as identified and addressed throughout the Consolidated Plan.

CDBG funding was used to meet outcomes associated with the Program Year 2014 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### **CR-30 - Public Housing 91.220(h); 91.320(j)**

#### ***Actions taken to address the needs of public housing***

Texarkana, Texas and the Housing Authority of Texarkana (HATT) have made significant, meaningful strides toward ensuring that extremely-low, low-, and moderate-income citizens have access to safe, affordable housing. While these gains are meaningful, the city's goals have not been fully realized.

With the expiration of the Hope VI grant, the City and HATT continue to work together to improve access to safe, affordable housing. The City of Texarkana, Texas continues to work with the Housing Authority after implementation of a large scale revitalization project in the Rose Hill Neighborhood. The Housing Authority has 6 different apartment and duplex complexes with 452 units throughout the city. The HOPE VI grant award to the PHA, obtained with assistance from the City of Texarkana, Texas, resulted in the demolition of Covington Homes, a dilapidated PHA complex. In its place, The Oaks at Rosehill is now rented to capacity. The Oaks at Rosehill features 27 mixed-income units that contain 128 apartments, a fitness center and community center. The construction of the 124 unit Pecan Ridge opened in June 2012. The third outdated PHA complex, Griff King, was demolished following the completion of Pecan Ridge. The Texas Department of Housing and Community Affairs awarded Low Income Housing Tax Credits to assist in the financing of Rosehill Ridge. Construction is completed. Rosehill Ridge consists of 122 units, of which 32 are public housing and 90 are tax credit housing. This blending encourages new development.

Public Housing currently has less than a 2% vacancy rate and maintains a Section 8 waiting list in excess of 800 families at any given time. Clearly, there is more work to be done to provide affordable housing in Texarkana, Texas. The City continues to assist the PHA in the acquisition of lots, demolition and clearance. Subsidized housing on the existing PHA site and the surrounding community is a part of the replacement housing. The Rosehill area continues to be a priority for the City, though the emphasis has shifted to the Beverly Target Area where the homes are primarily owner occupied or rentals and not public housing units.

Program Administration funds include time spent working with HATT to ensure quality public housing exists in Texarkana.

#### ***Actions taken to encourage public housing residents to become more involved in management and participate in homeownership***

HATT's community centers, an active communications program, and frequent, positive resident engagement encourages residents to seek out and use services offered and participate in the

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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management of public housing in Texarkana, Texas. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, and/or non-profit agencies, including educational resources like GED preparation and computer skills training through the Literacy Council, vocational and job training programs offered through Workforce Solutions, Texarkana Community College, and Texas A&M Texarkana, financial management skills training, child care, and other relevant support services.

These programs help to connect residents to information that can help them to obtain better paying jobs and greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, and providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods in the city. Staff continues to work closely with HATT to improve resident engagement and homeownership.

Additionally, the City continues to educate lenders and HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the City's CDBG and TDHCA programs.

Rose Hill residents participated in the Spring 2015 Neighborhood Clean Up project. The City worked with HATT, local leaders, and residents to remove trash and debris from the public housing area and the blocks directly surrounding the Oaks property.

CDBG funding was used to meet outcomes associated with the Program Year 2014 Action Plan in Public Housing as Administrative planning funds and in the Clean Ups of Troubled Neighborhoods. Future Action Plans may incorporate the use of CDBG funding to meet goals and objectives related support of Public Housing.

### ***Actions taken to provide assistance to troubled PHAs***

The Housing Authority of Texarkana, Texas (HATT) is not a troubled Public Housing Authority.

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

#### ***Barriers to Affordable Housing***

There are many factors that affect the cost and production or maintenance of housing affordable to extremely low-, low-, and moderate-income families (at or below 80% of Median Family Income (MFI)).

An analysis of these factors has aided the City in developing programs that reduce the adverse effects of these constraints on the supply and cost of housing.

Texarkana's policies were enacted to further the public welfare. Building codes and subdivision standards are required by law for the protection and general welfare of the community. These are routinely reviewed. Development impact fees are recovered from the developer to assure that the public costs of new developments are paid by that development. While recognizing the needs to adjust public policies to adapt to changing conditions, the City will continue to review policies periodically to determine whether they have become excessive or represent an unnecessary constraint on the development or maintenance of affordable housing.

The City has consistently addressed the barriers to Affordable Housing. Race and concentrations of poverty can be barriers to affordable housing in communities like Texarkana. Consequently, the City will continue to develop new strategies to ameliorate these types of barriers to affordable housing. The City is implementing the following strategies to address barriers like these:

- Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;
- Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;
- Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

Community Development Block Grant funds have been administered at the City of Texarkana, Texas by the Department of Community Redevelopment and Grants. In order to more effectively administer this



## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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program and meet the goals of the CDBG program, which includes addressing barriers to affordable housing, the City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust program. The Department of Planning and Community Development now incorporates planning, zoning, and economic development along with grants management and community development.

Consideration of barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting affordable housing is integral to the City's efforts to improve the livability of the city. The City of Texarkana, Texas considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing

### ***Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)***

The most significant actions Texarkana has taken to address obstacles to meeting underserved needs has been to reach out and engage residents, renters, and owners of businesses and homes in Texarkana, especially those in the Downtown and Beverly Target areas and continue working closely with the Homeless Coalition.

Having a significant staff presence in troubled communities, working side-by-side to improve the livability of neighborhoods, residents, business owners, and social service agency personnel continues to provide City staff with the background understanding of unfiltered real needs and desires of community members.

The Beverly Clean-Up Project, which took place over the course of several months involved nearly every department in the city, and extensive interaction with Beverly residents and business owners gave city staff firsthand knowledge of the challenges faced by residents of the community and is helping the Planning and Community Development Department to establish stronger working relationships with Beverly's community members and leaders.

Regular meetings downtown to address Brownfields and development concerns has also provided staff with a deeper understanding of the needs of downtown property owners and patrons. The City also

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

provided three loans through the Revolving Loan Fund to businesses downtown with the expectation that this can spur further economic development and provide more jobs in the area.

### ***Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)***

The City of Texarkana emphasizes lead-based paint (LBP) counseling and awareness in all of its programs. The city informs all assisted homebuyers of lead paint hazards as well as identifying and abating lead-based paint hazards during the housing reconstruction or rehabilitation process. When lead-based paint is identified, the appropriate lead hazard control methods are incorporated into the rehabilitation project. The City has integrated lead hazard education, evaluation, and reduction activities into its existing housing programs. City employees collaborate with the Ark Tex Council of Governments providing citizen educational campaigns in lower-income neighborhoods.

The City also maintains a continued focus on the hazards of lead-based paint and the need for lead-based paint testing of potential rehabilitation projects. Additionally, the City has continued to work with public service agencies caring for or providing services to children to reduce lead-based hazards in the community. Based on 2010 information from the Texas Department of State Health Services, 25 out of 1,123 Texarkana children under the age of 6 years tested for elevated blood lead levels were found to have elevated levels at 10mcg/dl or greater.

The following strategies related to the City's CDBG program are ongoing:

- Provide public information and education regarding lead-based paint via the City's website and presentations.
- Integration of lead hazard evaluation and reduction activities into all housing activities or activities that would disturb the ground in potentially lead contaminated areas.
- Provide training and certification opportunities for Staff to manage lead-based paint impacted projects.
- Collaboration with EPA Brownfields Region 6 Office to maintain current information for all Staff involved in CDBG and/or housing projects.

### ***Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)***

Texarkana has taken direct action to help reduce poverty in the city. Key actions include:

- Identification of two Target Area in Qualified Census Tracts – Downtown and Beverly
- Emphasis on Economic Development in Downtown and Beverly Target areas. Three loans have been made through the RLF program.
- Economic Development Services is now under Planning and Community Development, ensuring

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

seamless efforts between redevelopment, community development, and economic development.

- **Networking:** Housing Authority of Texarkana, Workforce Development Office, and the Homeless Coalition to identify local service providers that offer education and job training services, material services, child care services, transportation and other services, the absence of which could prevent poverty level families from securing and keeping steady employment.
- **Collaboration:** members of the Homeless Coalition, the Friendship Center, and Domestic Violence Prevention, and Randy Sams Homeless Shelter - resulted in a robust programs addressing root causes of poverty. These classes include domestic relationships, self-esteem, parenting, education classes (ESL & GED classes), and job search classes and support, including job referral service, a computer lab, resume service, and job interview preparation.

### ***Actions taken to develop institutional structure. 91.220(k); 91.320(j)***

The City of Texarkana, Texas coordinates and administers CDBG programs, projects and activities including housing, homelessness prevention, and non-housing community development through its Planning and Community Development Department. Planning and Community Development (PCD) manages an average of 3 million dollars per year in federal state and local funds. The City has reorganized this department to incorporate the City's economic development, planning, zoning, and sustainability functions.

In order to more effectively manage these functions and strengthen institutional structure, the City hired a new departmental director, will have hired a new city planner, brought zoning into the department and instituted new grants management procedures using eCivis grants management software for grants tracking and reporting. Current staff continue to obtain training through HUD's CPD office and new staff will also receive training.

### ***Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)***

The Department acts as a liaison with other city departments, community groups, public institutions, non-profit organizations and private industry to share information, identify resources and opportunities and coordinate activities to the greatest extent possible. Staff is represented in the local Continuum of Care, actively participates on the Homeless Coalition and provides capacity building to at least two agencies on the Coalition.

### ***Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)***

There are many factors that affect the cost and production or maintenance of housing affordable to extremely low-, low-, and moderate-income families (at or below 80% of Median Family Income (MFI)).

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

An analysis of these factors has aided the City in developing programs that reduce the adverse effects of these constraints on the supply and cost of housing.

Texarkana's policies were enacted to further the public welfare. Building codes and subdivision standards are required by law for the protection and general welfare of the community. These are routinely reviewed. The City identified the following strategies to overcome any obstacles impediments to affordable housing and is implementing subsequent strategies to address possible barriers:

- Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;
- Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;
- Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

Community Development Block Grant funds have been administered at the City of Texarkana, Texas by the Department of Community Redevelopment and Grants. In order to more effectively administer this program and meet the goals of the CDBG program, which includes addressing barriers to affordable housing, the City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust program. The Department of Planning and Community Development now incorporates planning, zoning, and economic development along with grants management and community development.

Consideration of barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting affordable housing is integral to the City's efforts to improve the livability of the city. The City of Texarkana, Texas considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing. The City will continue to:



## City of Texarkana, Texas Consolidated Annual Performance Report

### Community Development Block Grant Program Year 2014

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- Maintain flexibility in zoning and building requirements when appropriate to allow for infill housing development and to provide technical assistance to developers of affordable housing;
- Display posters city office buildings, utility building, and the public library, provide information on the website;
- Monitor city-sponsored projects for equal access and compliance of the Fair Housing Act and Building Department officials monitor code compliance to Fair Housing standards;
- Hold periodic Public Hearings providing information and requesting public comment on fair housing or related issues;
- Provide homebuyer and homeowner education, including fair housing information;
- Conduct outreach efforts to for-profit and non-profit builders and developers through funding and technical assistance to increase the supply of decent, affordable housing within low to moderate income neighborhoods;
- Meet with local lenders and home builders to encourage the use of non-traditional client loan-qualifying and loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification;
- Conduct public outreach regarding availability of housing and housing assistance including translation of housing application materials into Spanish, and maintains bi-lingual staff in order to assist applicants and clients who are not English-proficient;
- Support local Continuum of Care efforts for homeless populations;
- Work with local agencies that provide financial case management and credit counseling;
- Research the possibility of adopting a Fair Housing ordinance to ensure that fair housing options are available to its citizens.

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### **CR-40 - Monitoring 91.220 and 91.230**

**Description of the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

The City of Texarkana continuously monitors programs and activities to ensure compliance with City/State/Federal regulations and policies. Monitoring focuses on the following areas:

**Financial:** Community Development and Accounting staffs work closely to ensure that funds drawn down are used for authorized activities on approved projects. Activities agreements, expense documentation, and approvals must be in-place for funds to be expended. The City ensures a system of checks and balances and that staff requesting payments of funds are not authorized to approve them. The City is also subject to an annual single audit, conducted by an independent accounting firm.

**Environmental:** All projects and individual activities are subject to a review of environmental impacts prior to funding approval. Remediation of impacts is implemented where required, and projects unable to meet environmental requirements are abandoned or alternative locations or solutions are sought.

**Programmatic:** Results and/or impacts are expected of all projects. Staff is charged with monitoring progress toward CDBG program goals on a regular basis. Accomplishments and outcome data is entered into IDIS by staff. Ability to reimburse funds is tied directly to reporting of accomplishments.

**Sub-Recipient Monitoring:** The City currently has no sub-recipients for the CDBG program.

**Labor Standards:** The City of Texarkana monitors labor standards for all CDBG funded projects. Labor requirements are included in all bid documents and discussed again during the required pre-construction conference. Contractor payments are not processed until all required forms are submitted and verified to be accurate and correct.

**Minority Business Outreach:** Purchasing standards are closely monitored to maximize the number of minority and women owned businesses utilized. The City uses the State of Texas Purchasing System when local minority and women owned businesses are not available.

### ***Citizen Participation Plan 91.105(d); 91.115(d)***

In preparation of the Consolidated Plan, the City of Texarkana, Texas held several public meetings and conducted community surveys to solicit citizen comments concerning the housing and community

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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development needs of the community. Citizen comments were incorporated in the development of the City's 2013-2017 Consolidated Plan, Citizens Participation Plan, and 2014 Action Plan, which defines the use of the City's Community Development Block Grant (CDBG) funds. Support for Target Areas was firmly established, as was the citizens desire to remove slum and blight, redevelop Downtown and Beverly Neighborhood, and pursue Economic Development Strategies. The City followed the Citizen Participation Plan in the preparation, dissemination, and solicitation of comments for this Program Year 2014 CAPER. Citizen comments will be included as an attachment to this document.

### **Description of the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City of Texarkana, Texas gave notice that the DRAFT of the Community Development Block Grant 2014 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* would be available for public review and comment at the dates and times listed below. All interested persons or groups were encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report. The CAPER DRAFT could be reviewed during the 15 Day Public Comment Period at the following location during regular business hours:

Texarkana, Texas City Hall  
Department Planning and Community Development  
220 Texas Boulevard  
Texarkana, Texas 75501

The DRAFT CAPER was also available on the Texarkana, Texas website ([www.ci.texarkana.tx.us](http://www.ci.texarkana.tx.us)) for the duration of the comment period.

These meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) and in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available.

Citizen comments are included as an attachment to this document.

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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### CR-45 - CDBG 91.520(c)

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

The three most significant changes that have occurred in Texarkana's program objectives have been changes in the Demolition/Spot Slum and Blight activities, exclusion of Non-CDBG Funded projects and activities from the Five Year Consolidated Plan and Annual Action Plan, and opportunity to collaborate with the Texas Department of Transportation on the STEP grant to provide accessibility improvements to the sidewalks and curbs in downtown Texarkana.

Initially, the Beverly Clean-Up Activity was designed under the national objective of Spot Slum and Blight and included Demolition. However, the Texas Supreme Court ruled in *City of Dallas v. Heather Stewart* (No. 09-0257) that the authority of administrative bodies appointed by City councils (Building and Standards Commissions) to determine if property is substandard, and order condemnation of the same was a violation of the Texas Constitution; and that this authority was held only by Texas District courts. This decision removed the authority granted to municipalities by the Texas Legislature under Chapter 54 of the Texas Local Government Code.

Effectively, in order to remove substandard properties municipalities must now take each property to District Court for a ruling and condemnation order. The exceptions to this ruling are in cases where the owner has consented the demolition of their property; since most substandard properties are abandoned and owners of record are difficult to locate this will have a significant impact on the removal of slum and blight from low and moderate income areas. This ruling impacted the City's plans to proceed with demolition on LMH, LMA, and SBS properties and made it more difficult to transfer property to the Housing Authority for in-fill housing projects.

However, by moving from demolition projects to volunteer-driven neighborhood clean-up projects, Staff at the city have been able to forge stronger relationships that will prove invaluable as the City continues to work at transforming Beverly from a Target Area to a desirable neighborhood.

The short term impact of excluding Non-CDBG funds on the CAPER is the creation of perception that the program is not meeting its targets and goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA and administered through City staff. Those funds are now not available and the City has been directed to remove those programs from the City's



## City of Texarkana, Texas Consolidated Annual Performance Report Community Development Block Grant Program Year 2014

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expected outcomes. However, even though these no longer exist as projects in the Housing and Urban Development's database system (called IDIS – the Integrated Disbursement and Information System) due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report.

Another important change to the City's planning is that the City was able to partner with the Texas Department of Transportation to provide needed ADA improvements to sidewalks and curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars.

The City plans to generate a minor amendment to the Five Year Consolidated Plan in order add more projects and activities for housing, affordable housing, homelessness outreach and prevention, and address other identified priority needs in the coming year.

### **Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

**City of Texarkana, Texas Consolidated Annual Performance Report  
Community Development Block Grant Program Year 2014**

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**CR-60 – 75 ESG 91.520(g) (ESG Recipients only)**

The City of Texarkana, Texas is not an Emergency Shelter Grants recipient.

Attachment: RPT 2014 CAPER (1412 : CAPER - Public Comment Hearing)

## City of Texarkana, Texas

Version: L

Update Date: 11/16/2015 5:06 PM

**Briefing Sheet**

**Lead Department:** Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager  
**Subject:** Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections of the code.

**Executive Summary and Background Information:**

The City keeps current with codes in the building and construction business by adopting newer editions of the electrical building code. The current NEC, National Electric Code is the 2008 edition. The proposed ordinance is to adopt the 2014 edition of the NEC code.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (Insurance Service Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Electrical Board. The

## City of Texarkana, Texas

members of this board are electricians that work in our city as well as citizens, staff and elected officials.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

**Sec. 105-159. - National Electrical Code, 2008 2014 edition adopted.**

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain code known as the National Electrical Code, 2008 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the city.

**Potential Options:**

Approve or deny the ordinance.

**Fiscal Implications:**

Cost to buy new books and train inspectors.

**Staff Recommendation:**

Staff Recommends approval of the ordinance.

**Advisory Board/Committee Review:**

**Board/Committee Recommendation:**

Electrical Board recommends approval.

**Advisory Board/Committee Meeting Date and Minutes:**

Meeting date: March 11, 2015

**Attachments**

- a. 2015-111 ORD Adopting 2014 NEC Elec (DOC)
- b. 2015-111 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015 -111 ORD ATTACH No 2. letter Nov 13 2015(PDF)

**Staff Coordination**

Assistant City Manager

Completed

Shirley Jaster

10/19/2015 3:16 PM

Department Head Review



### City of Texarkana, Texas

|                            |                    |                     |                        |
|----------------------------|--------------------|---------------------|------------------------|
| Assistant City Manager     |                    | Shirley Jaster      | Assistant City Manager |
| Review                     | Completed          | 10/19/2015 3:17 PM  |                        |
| Municipal Prosecutor       | Deborah Jones      | Review              | Completed 10/20/2015   |
| 11:33 AM                   |                    |                     |                        |
| Public Information Officer |                    | Lisa Thompson       | PIO Review Completed   |
|                            | 10/21/2015 2:21 PM |                     |                        |
| City Manager               | John Whitson       | City Manager Review | Completed 10/22/2015   |
| 3:57 PM                    |                    |                     |                        |
| City Council               | Jennifer Evans     | Meeting             | Completed 10/26/2015   |
| 6:00 PM                    |                    |                     |                        |

#### Meeting History

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

PUBLISH

**ORDINANCE NO. 2015-111**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE NATIONAL ELECTRICAL CODE, 2014 EDITION; BY AMENDING SECTION 105-159 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the State of Texas has mandated the adoption and use of the latest version of the National Electrical Code; and

**WHEREAS**, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions; and

**WHEREAS**, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the deletion of section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, that would be addressed by the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions.

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

**SECTION 1:** That Section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-159. National Electrical Code – 2014 Edition Adopted.**

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain Code known as the National Electrical Code, 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this chapter, said Code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the City.

**SECTION 2:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the

Attachment: 2015-111 ORD Adopting 2014 NEC Elec [Revision 6] (1384 : 2015-111 ORD Adopting 2014 National Electric Code, NEC)

**PUBLISH**

passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

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

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

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

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December, 2015.**

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BOB BRUGGEMAN, MAYOR

ATTEST:

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JENNIFER EVANS, CITY SECRETARY

## City of Texarkana, Texas

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input checked="" type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input checked="" type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                                                |
| Develop Personnel    | <input checked="" type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            | Letters from adjacent owners         |

Other:





CITY OF  
**TEXARKANA**  
Building and Code Division  
TEXAS

220 Texas Blvd. Room 301  
P.O. Box 1067  
Texarkana, Texas 75504  
Phone (903) 798-3912  
Fax (903) 794-1257  
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

**Re: International Building Codes**

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2<sup>nd</sup> floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or [lhenny@txkusa.org](mailto:lhenny@txkusa.org)

Sincerely,

  
FOR LYNN HENRY

Lynn Henry  
Chief Building Official

## City of Texarkana, Texas

Version: N

Update Date: 11/16/2015 5:06 PM

## Briefing Sheet

**Lead Department:** Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager  
**Subject:** Ordinance No. 2015-112 amending the Code of Ordinances by adopting the International Building Code, IBC, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-75 and 105-76 of the Code.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

## Item Schedule

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

## Updates/History of Briefing:

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

## Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current building IBC, International Building Code is the 2009 edition.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO ( International Insurance

## City of Texarkana, Texas

Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

Below is a red line version of the change in the code:

### **Sec. 105-75. – International Building Code, ~~2009~~ 2015 addition adopted.**

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, ~~2009~~ 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this division, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the construction of all buildings and other structures contained within the corporate limits of the city.

### **Sec. 105-76. - Amendments; modifications; deletions.**

The following amendments, modifications and deletions to and from the International Building Code adopted by section 105-75 are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Building Code:

*Section 101.4.1 Electrical*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto."

*Section 103 Department of Building Safety*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 103 Inspection Department.

*Section 103.1 Creation of enforcement agency*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the building official."

*Section 106.3.3 Phased approval*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The building official is authorized to issue a permit for construction of a building shell prior to the receipt finish out documents. The required documents would include site plans with existing and finished grade, drainage, parking, foundation, structural and exterior finish details. It should also include proposed location of plumbing and electrical services and service sizes."

*Section ~~112~~ 113 Board of Appeals*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 112 Building and Standards Commission.

*Section 112.1 ~~113.1~~ General*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The board known as the Building

## City of Texarkana, Texas

and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Building Code. All references elsewhere in this said International Building Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."

*Section 113.2 Limitations* on authority, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 113.3 Qualifications*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 114 Violations*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 115 Stop Work Orders*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 116 Unsafe Structures and Equipment*, of said International Building Code adopted by Section 105-75 herein, is hereby deleted in its entirety.

*Section ~~115~~ 116 Unsafe Structures and Equipment*, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "When in the code official's judgment any structure or existing equipment become so unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, so that demolition is necessary, the code official shall apply the provisions of **Chapter 105**, article VI. Unsafe Buildings and Structures of Code of Ordinances to said building or structure."

*Chapter 11 Accessibility*, of the said International Building Code as adopted by section 105-75 herein, is hereby deleted in its entirety and the *Texas Accessibility Standards (TAS)* are hereby adopted and incorporated in their entirety as if fully set out in the said International Building Code.

*Section 1805.1 General*, of the said International Building Code adopted by section 105-75 herein, is hereby amended by adding the following sentence: "In addition a minimum of four each No. 5 steel reinforcement bars are required in turned-down footings."

*Chapter 27 Electrical*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the currently adopted National Electrical Code (NEC).

*Section 3103.1.1 Permit required*, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "Temporary structures shall not be erected, operated, or maintained for any commercial purpose without obtaining a permit from the building official. A permit is valid for a period of time not longer than 14 days. A permit may not be granted more than five times in each calendar year for any lot, premises, or location. Permits may not be granted for consecutive periods of time. The building official can approve a one-time seasonal permit for a period not to exceed forty-five (45) days, i.e., Christmas, Valentine's Day, Mother's Day, etc."

### Potential Options:



## City of Texarkana, Texas

Approve or deny the ordinance.

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**Fiscal Implications:**

Cost to purchase new books and train inspectors.

**Staff Recommendation:**

Approval

**Advisory Board/Committee Review:**
**Board/Committee Recommendation:**

Building and Standards Commission recommends approval

**Advisory Board/Committee Meeting Date and Minutes:**

Meeting date: August 11, 2015

**Attachments**

- a. 2015 -112 ORD Adopting 2015 IBC (DOC)
- b. 2015-112 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-112 ORD ATTACH NO 2 LETTER Nov 13, 2015 (PDF)

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**Staff Coordination**

|                                     |                     |                        |
|-------------------------------------|---------------------|------------------------|
| Assistant City Manager              | Shirley Jaster      | Department Head Review |
| Completed                           | 10/19/2015 3:35 PM  |                        |
| Assistant City Manager              | Shirley Jaster      | Assistant City Manager |
| Review Completed                    | 10/19/2015 3:35 PM  |                        |
| Public Information Officer          | Lisa Thompson       | PIO Review Completed   |
| 10/19/2015 4:01 PM                  |                     |                        |
| Municipal Prosecutor Vicky Coopwood | Review              | Skipped 10/21/2015     |
| 1:46 PM                             |                     |                        |
| City Manager John Whitson           | City Manager Review | Completed 10/22/2015   |
| 3:59 PM                             |                     |                        |
| City Council Jennifer Evans         | Meeting             | Completed 10/26/2015   |
| 6:00 PM                             |                     |                        |

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**Meeting History**

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

PUBLISH

**ORDINANCE NO. 2015-112**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL BUILDING CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-75 AND SECTION 105-76 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Building Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

**SECTION 1:** That Section 105-75 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-75. - International Building Code, 2015 edition adopted.**

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Building Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

**SECTION 2:** That Section 105-76 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

**Sec. 105-76. - Amendments; modifications; deletions.**

The following amendments, modifications and deletions to and from the International Building Code adopted by section 105-75, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Building Code:

Attachment: 2015 -112 ORD Adopting 2015 IBC [Revision 5] (1385 : 2015-112 ORD Adoption of 2015 International Building Code)

## PUBLISH

*Section 101.4.1 Electrical*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto."

*Section 103 Department of Building Safety*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 103 Inspection Department.

*Section 103.1 Creation of enforcement agency*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the building official."

*Section 106.3.3 Phased approval*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The building official is authorized to issue a permit for construction of a building shell prior to the receipt of finish out documents. The required documents would include site plans with existing and finished grade, drainage, parking, foundation, structural and exterior finish details. It should also include proposed location of plumbing and electrical services and service sizes."

*Section 113 Board of Appeals*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 112 Building and Standards Commission.

*Section 113.1 General*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Building Code. All references elsewhere in this said International Building Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."

*Section 113.2 Limitations on authority*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 113.3 Qualifications*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 114 Violations*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

## PUBLISH

*Section 115 Stop Work Orders*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 116 Unsafe Structures and Equipment*, of said International Building Code adopted by Section 105-75 herein, is hereby deleted in its entirety.

*Section 116 Unsafe Structures and Equipment*, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "When in the code official's judgment any structure or existing equipment becomes so unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, so that demolition is necessary, the code official shall apply the provisions of Chapter 105, article VI. Unsafe Buildings and Structures of Code of Ordinances to said building or structure."

*Chapter 11 Accessibility*, of the said International Building Code as adopted by section 105-75 herein, is hereby deleted in its entirety and the *Texas Accessibility Standards (TAS)* are hereby adopted and incorporated in their entirety as if fully set out in the said International Building Code.

*Section 1805.1 General*, of the said International Building Code adopted by section 105-75 herein, is hereby amended by adding the following sentence: "In addition a minimum of four each No. 5 steel reinforcement bars are required in turned-down footings."

*Chapter 27 Electrical*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the currently adopted National Electrical Code (NEC).

*Section 3103.1.1 Permit required*, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "Temporary structures shall not be erected, operated, or maintained for any commercial purpose without obtaining a permit from the building official. A permit is valid for a period of time not longer than 14 days. A permit may not be granted more than five times in each calendar year for any lot, premises, or location. Permits may not be granted for consecutive periods of time. The building official can approve a one-time seasonal permit for a period not to exceed forty-five (45) days, i.e., Christmas, Valentine's Day, Mother's Day, etc."



**PUBLISH**

**SECTION 3:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

**SECTION 4:** That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 6:** That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December, 2015.**

---

BOB BRUGGEMAN, MAYOR

ATTEST:

---

JENNIFER EVANS, CITY SECRETARY

## City of Texarkana, Texas

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input checked="" type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input checked="" type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                                                |
| Develop Personnel    | <input checked="" type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            | Letters from adjacent owners         |

Other:



CITY OF  
**TEXARKANA**  
Building and Code Division  
TEXAS

220 Texas Blvd. Room 301  
P.O. Box 1067  
Texarkana, Texas 75504  
Phone (903) 798-3912  
Fax (903) 794-1257  
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

**Re: International Building Codes**

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2<sup>nd</sup> floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or [lhenry@txkusa.org](mailto:lhenry@txkusa.org)

Sincerely,

FOR LYNN HENRY

Lynn Henry  
Chief Building Official

## City of Texarkana, Texas

Version: L

Update Date: 11/16/2015 5:07 PM

**Briefing Sheet**

**Lead Department:** Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager  
**Subject:** Ordinance No. 2015-113 amending the Code of Ordinances by adopting the International Plumbing Code, IPC, 2015 edition, the International Fuel Gas Code, 2015 edition, and the International Mechanical Code, 2015 edition, each with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-256, 105-257, 105-258 and 105-259 of the Code.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

**Executive Summary and Background Information:**

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current IPC, International Plumbing Code, Fuel Gas Code, and Mechanical Code is the 2009 edition.



## City of Texarkana, Texas

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO ( International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Plumbing Board. The members of this board are plumbers that work in our city as well as citizens.

Where there are deletions of the coded the City is using its own process to give notice of violation. Below is a red line version of the change in the code:

### **Sec. 105-256. - Plumbing code, fuel gas code and mechanical code, adopted.**

(a)

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the safe installation and maintenance of all plumbing equipment and systems, natural gas piping and appliances and mechanical equipment and systems on all property and all buildings and all structures now erected or hereafter erected, changed, constructed, reconstructed, repaired or altered within the corporate limits of the city and outside the corporate limits in subdivisions within the extraterritorial jurisdiction limits of the city as provided by law those certain codes:

(1)

International Plumbing Code, ~~2009~~ 2015 edition, with appendices;

(2)

International Fuel Gas Code, ~~2009~~ 2015 edition, with appendices;

(3)

International Mechanical Code, ~~2009~~ 2015 edition, with appendices.

(b)

Said codes are incorporated herein as if fully set out herein; save and except such portions as are hereinafter amended, modified or deleted by this article. The term "code official" shall mean "building official" where used in the above codes.

### **Sec. 105-257. - Amendments, additions and deletions to plumbing code.**

The following amendments, modifications and deletions to and from the International Plumbing Code adopted by section 105-256 are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Plumbing Code:

*102.9 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this Code shall be determined by the code official. Master plumbers*

## City of Texarkana, Texas

and licensed journeyman plumbers may supervise only three apprentices at one time.

*Section 108. Violation*, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

*Section 109 Means of Appeal*, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

**Section 605.3** *Water service pipe*. of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to add the following: "*Materials above ground*. Materials for water distribution pipes and tubing shall be brass, copper water tube minimum type K or L, stainless steel water tube minimum grade H, cast iron pressure pipe, galvanized steel, or chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing, Cross-linked polyethylene (PEX) tubing all to be installed with approved fittings; except that changes in direction in copper tube (ASTM B88) may be made with bends having a radius of not less than four (4) diameters of the tube, providing such bends are made by use of forming equipment which does not deform or create a loss in cross-sectional area of the tube. PEX to be insulated with closed cell foam pipe insulation in exterior walls and in attics." *Materials below ground*. Inaccessible water distribution piping under slabs shall be copper water tube minimum type K or L, brass, cast iron pressure pipe, all to be installed with approved fittings or bends. Cross-linked Polyethylene tubing (PEX) when sleeved and buried at least 6 inches under frost line, continuous with no connections underground, sleeve must be a minimum 2" or twice the diameter of the PEX, schedule 40 PVC, bends must be long sweep or a combination of fittings to produce the long sweep." Any material subject to corrosion shall be protected when used in corrosive soils."

*Section 1003.3.4.1 Grease trap capacity*, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Grease traps shall be sized according to section 42-138 of the Code of Ordinances of the City of Texarkana, Texas."

*Appendix A Plumbing Permit Fee Schedule*, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

Permit fees shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

## City of Texarkana, Texas

Penalty fee: If any person commences any work before obtaining the necessary permits, the permit fee shall be doubled.

Permits will be required for all plumbing and irrigation to be erected, installed, enlarged, altered, repaired, removed, converted, or replaced. With Exemptions as outlined in Chapter 1, section 106.2 of the International Plumbing Code as adopted in section 105-256 herein.

*Appendix C Gray Water Recycling Systems*, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

### Sec. 105-258. - Amendments, additions and deletions to fuel gas code.

The following amendments, modifications and deletions to and from the International Fuel Gas Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Fuel Gas Code:

Section 108 Violation, of the said International Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

*Section 109 Means of Appeal*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 404.14.1 Limitations. of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Plastic piping must be buried at least 18 inches underground for its entire length and may not be used within or under any building or slab but must terminate no closer than two (2) feet to the building or slab. Gas piping must enter the structure above the foundation."

### Sec. 105-259. - Amendments, additions and deletions to mechanical code.

The following amendments, modifications and deletions to and from the International Mechanical Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth

## City of Texarkana, Texas

herein with reference to and prefaced by the section number or chapter number of the International Mechanical Code:

*Section 108 Violation*, of the said Mechanical Code adopted by section 105-256 herein, is hereby deleted in its entirety.

*Section 109 Means of Appeal*, of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

*Section 603.6.1.1* of the said Mechanical Code is amended as follows: "There shall be no flexible duct allowed over the length of 6 (six) feet, in the air conditioning and furnace system except for return air. These pieces will connect trunk lines or plenums to grills."

*Appendix B Recommended Permit Fee Schedule* of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Permit fees. The permit and inspection fees herein provided shall be paid to the city before the issuance of a permit and before any work has started. The fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website."

### Potential Options:

Approve or deny the ordinance.

---

### Fiscal Implications:

Cost to purchase new code books and train Inspectors

### Staff Recommendation:

Approval

### Advisory Board/Committee Review:

### Board/Committee Recommendation:

Plumbing Board of Appeals recommends approval.



## City of Texarkana, Texas

### Advisory Board/Committee Meeting Date and Minutes:

Meeting date: February 26, 2015

### Attachments

- a. 2015-113 ORD Adopting IPC & Amend Plmb (DOC)
- b. 2015-113 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-113 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)

### Staff Coordination

|                            |                    |                        |
|----------------------------|--------------------|------------------------|
| Assistant City Manager     | Shirley Jaster     | Department Head Review |
| Completed                  | 10/19/2015 3:08 PM |                        |
| Assistant City Manager     | Shirley Jaster     | Assistant City Manager |
| Review                     | Completed          | 10/20/2015 5:15 PM     |
| Municipal Prosecutor       | Shirley Jaster     | Review                 |
| 4:01 PM                    |                    | Skipped 10/21/2015     |
| Public Information Officer | Lisa Thompson      | PIO Review             |
| 10/21/2015 4:03 PM         |                    | Completed              |
| City Manager               | John Whitson       | City Manager Review    |
| 4:07 PM                    |                    | Completed 10/22/2015   |
| City Council               | Jennifer Evans     | Meeting                |
| 6:00 PM                    |                    | Completed 10/26/2015   |

### Meeting History

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

PUBLISH

**ORDINANCE NO. 2015-113**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PLUMBING CODE, 2015 EDITION; THE INTERNATIONAL FUEL GAS CODE, 2015 EDITION; AND THE INTERNATIONAL MECHANICAL CODE, 2015 EDITION; EACH WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-256, 105-257, 105-258 AND 105-259 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Plumbing and Appeals Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Plumbing Code, 2015 Edition; the International Fuel Gas Code, 2015 Edition; and the International Mechanical Code, 2015 Edition; each with certain amendments, modifications, deletions and appendices.

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

**SECTION 1:** That Section 105-256 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-256. - Plumbing Code, Fuel Gas Code, and Mechanical Code – Adopted.**

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of all plumbing equipment and systems, natural gas piping and appliances, and mechanical equipment and systems on all property and all buildings and all structures now erected or hereafter erected, changed, constructed, reconstructed, repaired or altered within the corporate limits of the City and outside the corporate limits in subdivisions within the extraterritorial jurisdiction limits of the City as provided by law those certain Codes:

- (a) International Plumbing Code, 2015 Edition, with appendices;
- (b) International Fuel Gas Code, 2015 Edition, with appendices;
- (c) International Mechanical Code, 2015 Edition, with appendices.

Said Codes are incorporated herein as if fully set out herein; save and except such portions as are hereinafter amended, modified or deleted by this chapter. The term

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“code official” shall mean “building official” where used in the above Codes.”

**SECTION 2:** That Section 105-257, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-257. - Amendments, additions and deletions to plumbing code.**

The following amendments, modifications and deletions to and from the International Plumbing Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Plumbing Code:

*102.9 Requirements not covered by code.* Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this Code shall be determined by the code official. Master plumbers and licensed journeyman plumbers may supervise only three apprentices at one time.

*Section 108. Violation,* of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

*Section 109 Means of Appeal,* of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

*Section 605.3 Water service pipe.* of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to add the following: "*Materials above ground.* Materials for water distribution pipes and tubing shall be brass, copper water tube minimum type K or L, stainless steel water tube minimum grade H, cast iron pressure pipe, galvanized steel, or chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing, Cross-linked polyethylene (PEX) tubing all to be installed with approved fittings; except that changes in direction in copper tube (ASTM B88) may be made with bends having a radius of not less than four (4) diameters of the tube, providing such bends are made by use of forming equipment which does not deform or create a loss in cross-sectional area of the tube. PEX to be insulated with closed cell foam pipe insulation in exterior walls and in attics." *Materials below ground.* Inaccessible water distribution piping under slabs shall

## PUBLISH

be copper water tube minimum type K or L, brass, cast iron pressure pipe, all to be installed with approved fittings or bends. Cross-linked Polyethylene tubing (PEX) when sleeved and buried at least 6 inches under frost line, continuous with no connections underground, sleeve must be a minimum 2" or twice the diameter of the PEX, schedule 40 PVC, bends must be long sweep or a combination of fittings to produce the long sweep." Any material subject to corrosion shall be protected when used in corrosive soils."

*Section 1003.3.4.1 Grease trap capacity*, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Grease traps shall be sized according to section 42-138 of the Code of Ordinances of the City of Texarkana, Texas."

*Appendix A Plumbing Permit Fee Schedule*, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

Permit fees shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

Penalty fee: If any person commences any work before obtaining the necessary permits, the permit fee shall be doubled.

Permits will be required for all plumbing and irrigation to be erected, installed, enlarged, altered, repaired, removed, converted, or replaced. With Exemptions as outlined in Chapter 1, section 106.2 of the International Plumbing Code as adopted in Sec. 105-256 herein.

*Appendix C Gray Water Recycling Systems*, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

**SECTION 3:** That Section 105-258 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-258. - Amendments, additions and deletions to fuel gas code.**

The following amendments, modifications and deletions to and from the International Fuel Gas Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Fuel Gas Code:

*Section 108 Violation*, of the said International Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.



## PUBLISH

*Section 109 Means of Appeal*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

*Section 404.1 Prohibited locations*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Underground gas piping shall not be installed closer than 24 inches to water or sewer piping."

*Section 404.9 Minimum burial depth*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Underground piping systems shall be installed a minimum depth of 18 inches below grade, except as provided for in section 404.9.1."

*Section 404.14.1 Limitations*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Plastic piping must be buried at least 18 inches underground for its entire length and may not be used within or under any building or slab but must terminate no closer than two feet to the building or slab. Gas piping must enter the structure above the foundation."

*Section 406.4.1 Test pressure*, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by amending the first sentence to read as follows: "The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than 20 psig, irrespective of design pressure."

**SECTION 4:** That Section 105-259 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-259. - Amendments, additions and deletions to mechanical code.**

The following amendments, modifications and deletions to and from the International Mechanical Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Mechanical Code:

**PUBLISH**

*Section 108 Violation*, of the said Mechanical Code adopted by section 105-256 herein, is hereby deleted in its entirety.

*Section 109 Means of Appeal*, of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

*Section 603.6.1.1* of the said Mechanical Code is amended as follows: "There shall be no flexible duct allowed over the length of 6 (six) feet, in the air conditioning and furnace system except for return air. These pieces will connect trunk lines or plenums to grills."

*Appendix B Recommended Permit Fee Schedule* of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Permit fees. The permit and inspection fees herein provided shall be paid to the city before the issuance of a permit and before any work has started. The fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website."

**SECTION 5:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

**SECTION 6:** 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 7:** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 8:** That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PUBLISH

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December, 2015.**

---

BOB BRUGGEMAN, MAYOR

ATTEST:

---

JENNIFER EVANS, CITY SECRETARY

## City of Texarkana, Texas

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input checked="" type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input checked="" type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                                                |
| Develop Personnel    | <input checked="" type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            | Letters from adjacent owners         |

Other:





CITY OF  
**TEXARKANA**  
Building and Code Division  
TEXAS

220 Texas Blvd. Room 301  
P.O. Box 1067  
Texarkana, Texas 75504  
Phone (903) 798-3912  
Fax (903) 794-1257  
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

**Re: International Building Codes**

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2<sup>nd</sup> floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or [lhenny@txkusa.org](mailto:lhenny@txkusa.org)

Sincerely,

FOR LYNN HENRY

Lynn Henry  
Chief Building Official

## City of Texarkana, Texas

Version: Q

Update Date: 11/16/2015 5:08 PM

## Briefing Sheet

**Lead Department:** Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager  
**Subject:** Ordinance No. 2015-114 amending the Code of Ordinances adopting the International Property Maintenance Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-356 and 105-357 of the Code.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

## Item Schedule

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

**Updates/History of Briefing:** The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present. A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue. If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code. As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

## Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current building IBC, International Building Code is the 2009 edition.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO ( International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

## City of Texarkana, Texas

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

### **Sec. 105-356. - International Property Maintenance Code, ~~2009~~ 2015 edition adopted.**

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Property Maintenance Code, ~~2009~~ 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city

### **Sec. 105-357. - Amendments; modifications; deletions.**

The following amendments, modifications and deletions to and from the International Property Maintenance Code adopted by section 105-356, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Property Maintenance Code:

*Section 103 Department of Property Maintenance Inspection, of the said International Property Maintenance Code adopted by section 105-356 < herein, is hereby amended to be entitled section 103 Inspection Department.*

*Section 103.1 General, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the code official."*

*Section 106 Violation, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.*

*Section 107 Notice and Orders, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.*

## City of Texarkana, Texas

*Section 108 Unsafe Structures and Equipment*, of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 110 Demolition*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

~~*Section 111 Means of Appeal*, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows:~~

~~"111.1 General. The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Property Maintenance Code. All references elsewhere in this said International Property Maintenance Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."~~

~~"111.2 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under the code shall have the right to appeal to the Building and Standards Commission, provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served by the code official. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted therein have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means."~~

*Section 111 Means of Appeal*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 112 Stop Work Order*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

### Potential Options:

Approve or deny the ordinance.

### Fiscal Implications:

Cost to purchase new books and train inspectors

### Staff Recommendation:

Approval

### Advisory Board/Committee Review:



## City of Texarkana, Texas

### Board/Committee Recommendation:

Building and Standards Commission

### Advisory Board/Committee Meeting Date and Minutes:

Meeting date August 11, 2015

### Attachments

- a. 2015114 ORD Adopting 2015 International Property Maintenance code (DOC)
- b. 2015-114 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-114 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)

### Staff Coordination

|                                     |                               |                        |
|-------------------------------------|-------------------------------|------------------------|
| Assistant City Manager              | Shirley Jaster                | Department Head Review |
| Completed                           | 10/19/2015 3:23 PM            |                        |
| Assistant City Manager              | Shirley Jaster                | Assistant City Manager |
| Review Completed                    | 10/19/2015 3:23 PM            |                        |
| Public Information Officer          | Lisa Thompson                 | PIO Review Completed   |
| 10/19/2015 3:59 PM                  |                               |                        |
| Municipal Prosecutor Vicky Coopwood | Review                        | Skipped 10/21/2015     |
| 1:46 PM                             |                               |                        |
| City Manager John Whitson           | City Manager Review Completed | 10/22/2015             |
| 4:08 PM                             |                               |                        |
| City Council Jennifer Evans         | Meeting Completed             | 10/26/2015             |
| 6:00 PM                             |                               |                        |

### Meeting History

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

PUBLISH

**ORDINANCE NO. 2015-114**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-356 AND 105-357, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Property Maintenance Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

**SECTION 1:** That Section 105-356 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-356. - International Property Maintenance Code, 2015 edition adopted.**

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Property Maintenance Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

**SECTION 2:** That Section 105-357, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

***Sec. 105-357. - Amendments; modifications; deletions.***

The following amendments, modifications and deletions to and from the International Property Maintenance Code adopted by section 105-356, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Property Maintenance Code:

*Section 103 Department of Property Maintenance Inspection*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to be entitled section 103 Inspection Department.

**PUBLISH**

*Section 103.1 General*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the code official."

*Section 106. Violation*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 107 Notice and Orders* of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 108 Unsafe Structures and Equipment* of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 110 Demolition*, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

*Section 111 Means of Appeal*, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

*Section 112 Stop Work Order* of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

**SECTION 3:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

**SECTION 4:** That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 6:** That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December, 2015**.

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input checked="" type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input checked="" type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                                                |
| Develop Personnel    | <input checked="" type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            | Letters from adjacent owners         |

Other:





CITY OF  
**TEXARKANA**  
Building and Code Division  
TEXAS

220 Texas Blvd. Room 301  
P.O. Box 1067  
Texarkana, Texas 75504  
Phone (903) 798-3912  
Fax (903) 794-1257  
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

**Re: International Building Codes**

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2<sup>nd</sup> floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or [lhenry@txkusa.org](mailto:lhenry@txkusa.org)

Sincerely,

*[Handwritten signature]*  
FOR LYNN HENRY

Lynn Henry  
Chief Building Official

## City of Texarkana, Texas

Version: M

Update Date: 11/16/2015 5:09 PM

## Briefing Sheet

**Lead Department:** Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager  
**Subject:** Ordinance No. 2015-115 amending the Code of Ordinances by adopting the International Residential Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-98 and 105-99 of the Code.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

## Item Schedule

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

## Updates/History of Briefing:

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

## Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current building IRC, International Residential Code is the 2009 edition.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO ( International Insurance Organization) rating. That ISO

## City of Texarkana, Texas

rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

### **Sec. 105-98. - International Residential Code for One- and Two-Family Dwellings, 2009 2015 edition adopted.**

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress, including permits and penalties, that certain building code known as the International Residential Code for One- and Two-Family Dwellings, 2009 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this division, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the construction of all one- and two-family dwellings and other structures therein regulated within the corporate limits of the city.

### **Sec. 105-99. - Amendments, modifications and deletions.**

The following amendments, modifications and deletions to and from the International Residential Code for One- and Two-Family Dwellings adopted by section 105-98, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Residential Code for One- and Two-Family Dwellings:

*Section R110.3 Certificate issued, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.*

*Section R112.3 Qualifications, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.*

*Section R112.4 Administration, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.*

*Section R113 Violations, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.*

## City of Texarkana, Texas

Section R 114 Stop Work Order, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

### Potential Options:

Approve or deny the ordinance

### Fiscal Implications:

Cost to purchase new books and train inspectors

### Staff Recommendation:

Approval

### Advisory Board/Committee Review:

### Board/Committee Recommendation:

Building and Standards Commission

### Advisory Board/Committee Meeting Date and Minutes:

Meeting Date: August 11, 2015

### Attachments

- a. 2015-115 ORD Adopting 2015 IRC & Amend (DOC)
- b. 2015-115 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-115 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)

### Staff Coordination

|                                     |                               |                        |
|-------------------------------------|-------------------------------|------------------------|
| Assistant City Manager              | Shirley Jaster                | Department Head Review |
| Completed                           | 10/19/2015 3:31 PM            |                        |
| Assistant City Manager              | Shirley Jaster                | Assistant City Manager |
| Review Completed                    | 10/19/2015 3:31 PM            |                        |
| Public Information Officer          | Lisa Thompson                 | PIO Review Completed   |
| 10/19/2015 4:00 PM                  |                               |                        |
| Municipal Prosecutor Vicky Coopwood | Review                        | Skipped 10/21/2015     |
| 1:47 PM                             |                               |                        |
| City Manager John Whitson           | City Manager Review Completed | 10/22/2015             |
| 4:09 PM                             |                               |                        |
| City Council Jennifer Evans         | Meeting Completed             | 10/26/2015             |
| 6:00 PM                             |                               |                        |

### Meeting History

10/26/15 City Council MOVED FORWARD Next: 11/09/15



**City of Texarkana, Texas**

11/09/15

City Council MOVED FORWARD

Next: 11/23/15

PUBLISH

**ORDINANCE NO. 2015-115**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-98 AND SECTION 105-99 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Residential Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

**SECTION 1:** That Section 105-98 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

**Sec. 105-98. - International Residential Code, 2015 edition adopted.**

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Residential Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

**SECTION 2:** That Section 105-99 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

**Sec. 105-99. - Amendments, modifications and deletions.**

The following amendments, modifications and deletions to and from the International Residential Code for One- and Two-Family Dwellings adopted by section 105-98, are hereby made and adopted, such amendments, modifications and deletions being set forth

**PUBLISH**

herein with reference to and prefaced by the section number or chapter number of the International Residential Code for One- and Two-Family Dwellings:

*Section R110.3 Certificate issued*, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

*Section R112.3 Qualifications*, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

*Section R112.4 Administration*, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

*Section R113 Violations*, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

*Section R114 Stop Work Order*, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

**SECTION 3:** That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

**SECTION 4:** That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

**SECTION 5:** That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

**SECTION 6:** That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

**PASSED AND APPROVED** in Regular Council Session on this the **14<sup>th</sup> day of December, 2015.**

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BOB BRUGGEMAN, MAYOR

ATTEST:

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JENNIFER EVANS, CITY SECRETARY

## City of Texarkana, Texas

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input checked="" type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input checked="" type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input checked="" type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input checked="" type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                                                                |
| Develop Personnel    | <input checked="" type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                     |                                        |                                     |                                      |
|-------------------------------------|----------------------------------------|-------------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> | Newspaper Notice (Required by Statute) | <input checked="" type="checkbox"/> | Public Hearing (Required by Statute) |
| <input type="checkbox"/>            | Public Forum/Input Session             | <input type="checkbox"/>            | Press Release                        |
| <input type="checkbox"/>            | E-News Distribution                    | <input type="checkbox"/>            | Website Notice                       |
| <input type="checkbox"/>            | Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/>            | Special Mailing                      |
| <input type="checkbox"/>            | Flyers Posted                          | <input type="checkbox"/>            | Banners Posted                       |
| <input type="checkbox"/>            | Survey                                 | <input type="checkbox"/>            | Automated Phone Call                 |
| <input type="checkbox"/>            | None Required                          | <input type="checkbox"/>            | Letters from adjacent owners         |

Other:





CITY OF  
**TEXARKANA**  
Building and Code Division  
TEXAS

220 Texas Blvd. Room 301  
P.O. Box 1067  
Texarkana, Texas 75504  
Phone (903) 798-3912  
Fax (903) 794-1257  
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

**Re: International Building Codes**

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2<sup>nd</sup> floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or [lhenny@txkusa.org](mailto:lhenny@txkusa.org)

Sincerely,

  
FOR LYNN HENRY

Lynn Henry  
Chief Building Official

## City of Texarkana, Texas

Version: D

Update Date: 11/5/2015 9:52 AM

**Briefing Sheet****Lead Department:** Finance Department**Action Officer:** Charlie Bassett, CFO**Subject:** Resolution No. 2015-122 approving the City's investment policy.

**Public** **Second** December 14, **Council**  
**Briefing:** 11/23/2015 **Hearing:** 11/23/2015 **Briefing:** 2015 **Vote:** 1/11/2016

**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, as amended, requires the City to annually adopt an investment policy and investment strategies. The attached Exhibit "A" complies with the Public Funds Investment Act, and authorizes investment of City funds in safe and prudent investments. The City's investment consultant, Valley View Consulting, LLC, has assisted staff in updating this policy to comply with state requirements.

**Potential Options:**

- Approve the recommended policy
- Reject the policy and recommend an alternative policy

**Fiscal Implications:**

Allows placement of available funds in safe and prudent investments, providing additional usable resources to the City.

**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:**

Investment Committee minutes dated August 5, 2015 are attached.

**Attachments**

- 2015-122 RES Approving City's Investment Policy (DOC)

## City of Texarkana, Texas

- b. 2015-122 RES ATTCH No. 01 EXH A Investment Policy (DOC)
- c. 2015-122 RES ATTCH No. 2 Goals & Perspectives (DOCX)
- d. 2015-122 RES ATTCH No. 3 Investment Committee Meeting Minutes 08.05.15 (DOCX)

### Staff Coordination

|                            |                     |                        |                        |
|----------------------------|---------------------|------------------------|------------------------|
| Finance Department         | Charlie Bassett     | Department Head Review | Completed              |
|                            | 10/26/2015 11:39 AM |                        |                        |
| Assistant City Manager     |                     | Shirley Jaster         | Assistant City Manager |
| Review                     | Completed           | 10/26/2015 1:06 PM     |                        |
| Public Information Officer |                     | Lisa Thompson          | PIO Review             |
|                            | 10/26/2015 1:08 PM  |                        | Completed              |
| City Manager               | John Whitson        | City Manager Review    | Completed              |
| 9:52 AM                    |                     |                        | 11/05/2015             |
| City Council               | Jennifer Evans      | Meeting                | Completed              |
| 6:00 PM                    |                     |                        | 11/09/2015             |

### Meeting History

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |
|----------|--------------|---------------|----------------|

**RESOLUTION NO. 2015-122****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 **11<sup>th</sup> day of January, 2016.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR



# CITY OF TEXARKANA, TEXAS

## INVESTMENT POLICY



OCTOBER 27, 2014

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## CITY OF TEXARKANA, TEXAS

### TABLE OF CONTENTS

- I. Introduction
- II. Investment Strategy
  - A. Operating Funds
  - B. Debt Service Funds
  - C. Debt Service Reserve Funds
  - D. Special Project/Special Purpose Funds
- III. Investment Policy
  - A. Scope
  - B. Objectives
    - 1. Safety
    - 2. Liquidity
    - 3. Public Trust
    - 4. Yield
  - C. Responsibility and Control
    - 1. Investment Committee
    - 2. Delegation of Authority and Training
    - 3. Internal Controls
    - 4. Prudence
    - 5. Ethics and Conflict of Interest
  - D. Reporting
    - 1. Quarterly Reporting
    - 2. Annual Report
    - 3. Methods
  - E. Investment Portfolio
    - 1. Active Portfolio Management
    - 2. Performance
    - 3. Investments
      - a) Authorized
        - 1. U.S. Obligations
        - 2. State of Texas Obligations
        - 3. Miscellaneous Government Obligations
        - 4. Miscellaneous Rated Obligations
        - 5. Certificates of Deposit
        - 6. Repurchase Agreements
        - 7. Investment Pools
        - 8. Money Market Mutual Funds
        - 9. Guaranteed Investment Contracts
      - b) Not Authorized
        - 1. Mortgage Backed Securities Paying No Principal
        - 2. Mortgage Backed Securities Paying No Interest

- 3. CMOS with Maturities Greater than 10 Years
      - 4. CMOS whose Rate is Determined by Inverted Index
    - 4. Holding Period
    - 5. Risk and Diversification
  - F. Selection of Financial Institutions and Broker/Dealers
    - 1. Depository
    - 2. Broker/Dealers
  - G. Safekeeping and Custody
    - 1. Insurance or Collateral
    - 2. Safekeeping Agreement
    - 3. Collateral Defined
    - 4. Subject to Audit
    - 5. Delivery vs. Payment
  - H. Investment Policy Adoption
- IV. Appendix
- A. Sample Certification Form

## 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~~ Assistant Chief Financial Officer (City), and Controller/Accounting 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~~Assistant Chief Financial Officer, 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 receive at least 10 hours of training, 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 at least 108 hours of training ~~at these sessions~~. Independent sources for sSuch 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

**Developing Perspectives and Goals Pending Approval by the City Council:**

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                              |
|----------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                      |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input checked="" type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                         |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:**

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other:

## Investment Committee Meeting August 5, 2015

---

Present: Charles L. Bassett, Jr., Chief Financial Officer  
Jim Cornelius, Finance Director, TWU  
John Whitson, City Manager  
Kristin Peeples, Assistant Chief Financial Officer  
Paula Jeans, Accounting/HR Manager, TWU  
Jodie Lee, Controller  
Dick Long, Valley View Consulting (via conference call)  
Bob Bruggeman, Mayor (via conference call)

- Approved the minutes from the May 04, 2015 investment committee meeting. Jim Cornelius made the motion to approve. John Whitson seconded the motion.
- Discussed multiple CD's maturing in the future that will be absorbed into cash.
- Dick Long presented the investment report and market outlook for the quarter ended 6/30/15. Paula Jeans made a motion to approve the investment report. Kristin Peeples seconded the motion.
- All funds are collateralized above the required level at all banks. Jim Cornelius made a motion to approve the Collateral Report. John Whitson seconded the motion.
- Dick mentioned our area banks have been very competitive with the rates they are offering. He said rates may possibly go up by year end.
- Discussion of annual Investment Policy resulted in date change, title changes, PFIA training updated to reflect the new law, and the broker/dealer list will also be updated. Kristin Peeples made a motion to approve the Investment Policy. Bob Bruggeman seconded the motion. Bob Bruggeman made a motion to approve the broker/dealer list and Kristin Peeples seconded the motion.
- The next investment committee meeting is scheduled for November 4, 2015 at 2:00 PM.
- Paula Jeans made the motion to adjourn the meeting. Kristin Peeples seconded the motion.



## City of Texarkana, Texas

Version:

Update Date: 10/15/2015 2:58 PM

## Briefing Sheet

**Lead Department:** City Manager **Action Officer:** Jennifer Evans, City Secretary  
**Subject:** Resolution No. 2015-118 changing the City's General Election May uniform date to the November uniform date.  
**Briefing:** 11/23/2015 **Public Hearing:** 11/9/2015 **Second Briefing:** November 23, 2015 **Council Vote:** 12/14/2015

## Item Schedule

## Updates/History of Briefing:

NOT APPLICABLE

## Executive Summary and Background Information:

During the 84<sup>th</sup> Texas Legislature two bills were enacted and became law that affect or potentially affect municipal elections. HB 2354 amended Texas Election Code §41.001(a) setting municipal elections for the first Saturday in May each year. SB 733 amended Texas Election Code §41.0052(a) which provides the authority for municipalities to change their municipal election from the May uniform election date to the November uniform election dated, provided, however the city council adopts the appropriate resolution prior to December 31, 2016.

| Year  | Election Month | Ballots Cast |
|-------|----------------|--------------|
| 2005  | May            | 1,007        |
| 2006  | May            | 4,850        |
| 2007  | May            | 1,259        |
| 2008  | May            | 2,276        |
| 2009  | May            | 84           |
| 2010  | May            | 883          |
| 2011* | May            | 4,813        |
| 2012  | May            | 3,045        |
| 2014* | November       | 7,478        |

During the last ten years voters have cast 84 to 7,478 ballots in Texarkana municipal elections. In 2014 the election concerning Beer and Wine Sales and Charter Amendments was conducted in concert with the state and county elections administered by the county elections office. Both the 2011 and 2014 elections had charter and alcohol questions presented to the voters. The highest voter participation of all nine elections was during the 2014 election at 7,478 ballots or 155% of the number of ballots cast in 2011.

Staff has coordinated with the county elections office and determined that the county is agreeable to conducting joint elections in November each year. Selecting November as the uniform election date

## City of Texarkana, Texas

for Texarkana will permit the city to use the county's resources for its municipal elections. Trained and qualified poll volunteers are in great demand by all the voting jurisdictions, especially when schools, cities, and the county conduct simultaneous elections. Whenever the city conducts its own election the county provides support services such as registered voter rolls and voting equipment as needed.

### Potential Options:

- Adopt the recommended resolution changing municipal elections to November
- Deny the recommended resolution thus changing the municipal election from the 2<sup>nd</sup> Saturday in May to the 1<sup>st</sup> Saturday in May in compliance with the State Elections Code as amended by the 84<sup>th</sup> Legislature.

### Fiscal Implications:

Annual election cost will be determined by agreement with the county. Each election will likely cost approximately \$10,000.

### Staff Recommendation:

Adopt the resolution as presented

### Advisory Board/Committee Review:

NONE

### Board/Committee Recommendation:

NOT APPLICABLE

### Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

### Attachments

- a. 2015-118 RES Changing General Election from May to November (jcl rev)  
(DOC)
- b. 2015-118 RES Goals & Perspectives (DOCX)

### Staff Coordination

|                            |                     |                        |                        |            |
|----------------------------|---------------------|------------------------|------------------------|------------|
| City Manager               | John Whitson        | Department Head Review | Completed              |            |
|                            | 10/15/2015 2:58 PM  |                        |                        |            |
| City Attorney              | Jeffery C. Lewis    | Review                 | Completed              | 10/15/2015 |
|                            | 5:12 PM             |                        |                        |            |
| Assistant City Manager     |                     | Shirley Jaster         | Assistant City Manager |            |
| Review                     | Completed           | 10/19/2015 11:26 AM    |                        |            |
| Public Information Officer |                     | Lisa Thompson          | PIO Review             | Completed  |
|                            | 10/19/2015 11:37 AM |                        |                        |            |
| City Manager               | John Whitson        | City Manager Review    | Completed              | 10/22/2015 |
|                            | 4:12 PM             |                        |                        |            |
| City Council               | Jennifer Evans      | Meeting                | Completed              | 10/26/2015 |
|                            | 6:00 PM             |                        |                        |            |

**City of Texarkana, Texas****Meeting History**

|          |              |               |                |
|----------|--------------|---------------|----------------|
| 10/26/15 | City Council | MOVED FORWARD | Next: 11/09/15 |
| 11/09/15 | City Council | MOVED FORWARD | Next: 11/23/15 |

**RESOLUTION NO. 2015 - 118**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CHANGING THE GENERAL ELECTION DATE FOR MEMBERS OF THE CITY COUNCIL FROM THE MAY UNIFORM ELECTION DATE TO THE NOVEMBER UNIFORM ELECTION DATE AS AUTHORIZED BY TEXAS ELECTION CODE §41.0052(a); PROVIDING FOR TERMS OF OFFICE OF CITY COUNCIL MEMBERS TO BE ADJUSTED ACCORDINGLY; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the 82<sup>nd</sup> Texas Legislature implemented the federal MOVE act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general elections, which is the second Saturday in May; and

**WHEREAS**, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities – through sharing, lease, or other means – the electronic voting machines that are required by federal law and state laws expanding the federal requirements to any state election; and

**WHEREAS**, in previously held municipal elections, staff found it difficult to secure the needed personnel in positions as election judges, alternate election judges, and election clerks to volunteer and work in designated polling locations when the City's general election is also held at the same time of other political subdivisions' general elections; and

**WHEREAS**, the 84<sup>th</sup> Texas Legislature enacted House Bill 2354, amending Texas Election Code §41.001(a), Uniform Election Dates, to provide that the general or special election date scheduled for the month of May, 2016, be changed from the second Saturday in May to the first Saturday in May; and

**WHEREAS**, the City of Texarkana, Texas (the "City"), a home-rule municipality under Texas law, currently will hold its general election on the uniform election date on the first Saturday in May, 2016; and

**WHEREAS**, the 84<sup>th</sup> Texas Legislature enacted Senate Bill 733, amending Texas Election Code §41.0052(a), authorizing a city, by resolution, to change the date that the City holds its general election for municipal officers from the May uniform election date to the November uniform election date; and

**WHEREAS**, the City Charter, Article II §2(a), specifies that a term of office of a Councilmember begins on "the first weekday in May following the regular City election...", and Texas Election Code §41.0052(c) provides that a resolution of a home-rule city which



implements the change from the May uniform election date to the November uniform election date as authorized by Texas Election Code §41.0052(a) supersedes a city charter provision that requires a different general election date; and

**WHEREAS**, pursuant to Texas Election Code §41.0052(a) and other statutory and state constitutional provisions, the City is – through the adoption of this resolution – making best efforts to modify its election procedures to comply with this code and other federal and state laws; and

**WHEREAS**, the City Council believes it is to the advantage of the citizens, the City, and the pursuit of democracy to pass such a resolution; and

**WHEREAS**, cities that adopt a resolution pursuant to Texas Election Code §41.0052(a) are required to adjust the terms of office to conform to the new election date as outlined in Texas Election Code §41.0052(b);

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

**SECTION 1:** That the City Council, in accordance with Texas Election Code §41.0052(a), changes the City’s general election from the May uniform election date to the November uniform election date established by law. The City Council hereby adjusts the terms of office to conform to the November uniform election date as follows:

The terms of City Council Members elected to Mayor and Wards 1, 4, and 6, which currently expire in May 2016, shall be extended until the November 2016 uniform election date. The terms of City Council Members elected to Wards 2, 3, and 5, which currently expire in May 2017, shall be extended to the November 2017 uniform election date.

Thereafter, in accordance with Article II, Section 2(a) of the City Charter, each ward Councilmember and the Mayor shall serve for a two-year term, which term shall begin on the first weekday in November following the regular City election in which the ward Councilmember or Mayor was elected.

**SECTION 2:** It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

**SECTION 3:** Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions hereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

**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 **14<sup>th</sup> day of December, 2015.**

ATTEST:

\_\_\_\_\_  
JENNIFER EVANS, CITY SECRETARY

\_\_\_\_\_  
BOB BRUGGEMAN, MAYOR

## City of Texarkana, Texas

## Developing Perspectives and Goals Pending Approval by the City Council:

| Perspectives         | Goals                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Serve the Community  | <input type="checkbox"/> Promote an Environmentally Sensitive & Livable Community<br><input type="checkbox"/> Provide a Safe Community<br><input checked="" type="checkbox"/> Deliver Quality Services<br><input type="checkbox"/> Foster a Healthy Community                                                                                                                                                                 |
| Run the Operations   | <input type="checkbox"/> Enhance Community Preparedness & Responsiveness<br><input type="checkbox"/> Maximize Partnership Opportunities<br><input checked="" type="checkbox"/> Provide Courteous & Responsive Customer Service<br><input type="checkbox"/> Model a Positive City Image<br><input checked="" type="checkbox"/> Deliver Efficient Services<br><input type="checkbox"/> Cultivate Community Involvement & Access |
| Manage the Resources | <input type="checkbox"/> Maintain Fiscal Strength<br><input checked="" type="checkbox"/> Maximize Utilization & Resources<br><input type="checkbox"/> Invest in Infrastructure & Transportation                                                                                                                                                                                                                               |
| Develop Personnel    | <input type="checkbox"/> Develop a Skilled & Diverse Workforce<br><input type="checkbox"/> 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:

|                                                                 |                                                               |
|-----------------------------------------------------------------|---------------------------------------------------------------|
| <input type="checkbox"/> Newspaper Notice (Required by Statute) | <input type="checkbox"/> Public Hearing (Required by Statute) |
| <input type="checkbox"/> Public Forum/Input Session             | <input type="checkbox"/> Press Release                        |
| <input type="checkbox"/> E-News Distribution                    | <input type="checkbox"/> Website Notice                       |
| <input type="checkbox"/> Social Media (Twitter, Facebook, etc.) | <input type="checkbox"/> Special Mailing                      |
| <input type="checkbox"/> Flyers Posted                          | <input type="checkbox"/> Banners Posted                       |
| <input type="checkbox"/> Survey                                 | <input type="checkbox"/> Automated Phone Call                 |
| <input checked="" type="checkbox"/> None Required               | <input type="checkbox"/>                                      |

Other: