



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • NOVEMBER 23, 2020

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Jennifer Evans, David Orr, Kristin Peeples, Karey Parker, Robby Robertson, Eric Schlotter, Craig Hicks, Sherry Jackson Hawkins, Vicky Coopwood, and Garrett Baker.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY MAYOR BOB BRUGGEMAN

III. SWEARING-IN CEREMONY FOR WARD 3 AND WARD 5

Judge Sherry Jackson swore in Ward 3 Council Member Betty Williams and Ward 5 Council Member Bill Harp. Both council members were unopposed at the November 3, 2020, General Election and will each serve a three-year term.

Council Member Williams said serving on the council has been one of the most rewarding experiences of her life and she has enjoyed every minute of it.

Council Member Harp thanked his wife, Kathy, for her continued support and the citizens of Ward 5 for allowing him to serve a three-year term.

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, December 14, 2020 at 6:00 p.m.
Monday, January 11, 2021 at 6:00 p.m.
Monday, January 25, 2021 at 6:00 p.m.

Parks & Recreation Events:

November 26th 7th Annual Turkey Trot 5K Spring Lake Park

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

This year's downtown Christmas parade will be altered to accommodate a "motorcade" for safe social distancing while enjoying the festivities. It will be held on December 7th and begin at 7:00 p.m.

Wes Crenshaw, new owner of KLFJ-TV, was welcomed to the meeting. Mr. Crenshaw will continue to provide video and streaming services for the city's council meetings.

The Mayor also welcomed four students who were interested in seeing city business conducted firsthand: Victoria Johnson, Rikia Johnson, Prashansa Johnson, and LaKing Harris.

V. SPECIAL PRESENTATIONS

Insurance Services Office (ISO) Fire Protection Rating for Texarkana - by Hugh Gibson (Zoom)

Mr. Gibson congratulated the council and city staff for receiving the highest ISO classification rating - **Class 1** for Texarkana, Texas! The Class 1 certification recognizes effective public fire protection which helps citizens obtain better property insurance rates and premiums. Mr. Gibson was joined by Jesse Williams, David Eaves, Kim Hunt and Orlando Hernandez.

Mayor Bruggeman said he remembered when the city's fire protection rating was a Class 4. It has taken a lot of hard work and cooperation among many departments, including Texarkana Water Utilities, but it has paid off. The city is honored to be recognized with a Class 1 rating in the state of Texas.

Small Business Saturday Proclamation - November 28, 2020

Mayor Bruggeman read the proclamation. He encouraged citizens to support local small businesses as COVID-19 has caused some struggles for business owners.

RESULT:	CLOSE ACTION
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VI. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

LaKing Harris addressed council regarding mentorship by an elected official.

APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

There were no appointments or reappointments made to any board or commission by the council.

Council Members Annual Board Appointments Review

Council reviewed individual member appointments to various boards and commissions and made no changes.

RESULT:	CLOSE ACTION
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Council Appointments Review Sheet

RESULT:	CLOSE ACTION
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VII. ITEMS FOR CONSIDERATION

Consent Items

(6:39 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 9, 2020 at 6:00 PM.
2. Consider approval of the minutes of the Special Meeting of the City Council held on November 16, 2020 at 12:00 PM.

November 3, 2020 - Special Election Canvass Documents

3. Resolution No. 2020-119 setting the 2021 City Council meeting dates and official city holiday closings.

Public Hearing:

Council Vote: November 23, 2020

4. Ordinance No. 2020-139 ordering and declaring as adopted the petition-initiated ballot measure amending the City Charter by adding new Section 17 to Article XVII, titled "Collective Bargaining Impasse".

Public Hearing:

Council Vote: November 23, 2020

Action Items

5. Resolution No. 2020-126 authorizing the City Manager to enter into a contract with Azavar Audit Solutions, Inc. for hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits.

Public Hearing:

Council Vote: November 23, 2020

(6:41 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Williams, Harp, Davis
ABSENT:	Alcorn

6. Resolution No. 2020-129 appointing a Mayor Pro Tem for the term beginning December 1, 2020, and ending on November 30, 2021, or until superseded by new council member appointments.

Public Hearing:

Council Vote: November 23, 2020

The vote was adopted to amend this resolution by adding the name of the council-elected Mayor Pro Tem: Ward 5 Council Member Bill Harp.

(6:42 p.m.)

RESULT:	ADOPTED TO AMEND [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Hart, Williams, Harp, Davis
ABSENT:	Alcorn

7. Resolution No. 2020-136 approving a one-time additional at risk pay pertaining to the COVID-19 public health emergency for all eligible and essential personnel.

Public Hearing:
Council Vote: November 23, 2020

City Manager Jaster briefed this agenda item.
(6:51 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Williams, Harp, Davis
ABSENT:	Alcorn

8. Resolution No. 2020-138 supporting The Texarkanan (former Texarkana National Bank building) redevelopment project, authorizing use of additional EPA cleanup funds to any person or entity allying with Texarkana Renewal Properties, LLC for the project, and authorizing the City Manager to execute any and all loan documents or other documents necessary for the project.

Public Hearing: November 23, 2020
Council Vote: November 23, 2020

David Peavy addressed council during this hearing.
(6:55 p.m.)

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

VIII. FIRST BRIEFINGS

1. Ordinance No. 2020-130 rezoning a 127.238-acre tract of land (Tracts 2B, 2B1, 2C, 2F, 2G) in the J. E. Janes HRS, A-307, located in the 2500 block of Buchanan Road. Single Family-2 to Industrial-2. Craig Kaufman, representing Greenfield Environmental Multistate Trust, LLC., owner.

Public Hearing: December 14, 2020
Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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2. Ordinance No. 2020-131 granting a Specific Use Permit to allow permanent cosmetics and microblading on Lot 1, Parcel 1, Block 2, Galleria Oaks #1 Addition, located in a tenant space at 5510 Summerhill Road. Mark Van Herpen, representing Medwell Properties LLC, owner. Amanda Ross, agent.

Public Hearing: December 14, 2020

Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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3. Ordinance No. 2020-132 rezoning an approximate 3.75-acre tract of land (Tract 173) in the George Brinlee HRS, A-18, located in the 5800 block of St. Michael Drive. General Retail to Commercial-Planned Development. NLR Warehouse, LP and Fred Kahler, Inc., owners. Richard Reynolds, agent.

Public Hearing: December 14, 2020

Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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4. Ordinance No. 2020-134 rezoning an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane. Single Family-2 to Single Family-3. Jeffrey and Peggy Robey, owners. (A 3/4 vote of the City Council is required to approve this request.)

Public Hearing: December 14, 2020

Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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5. Ordinance No. 2020-135 granting a Specific Use Permit to allow the location of a double-wide HUD code manufactured home on an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane. Jeffrey and Peggy Robey, owners. (A 3/4 vote of the City Council is required to approve this request.)

Public Hearing: December 14, 2020

Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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6. Resolution No. 2020-140 approving the Community Development Block Grant (CDBG) 2019 Comprehensive Assessment Performance Evaluation Report.

Public Hearing: December 14, 2020

Council Vote: December 14, 2020

David Orr briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 12/14/2020 6:00 PM
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IX. PUBLIC HEARINGS - NONE

X. ITEMS FOR DISCUSSION

Staff Updates

COVID-19 - by Fire Chief Eric Schlotter

The Emergency Operations Center (EOC) is fully activated and works in conjunction with Bowie County. It operates Monday through Friday from 8:00 a.m. to 5:00 p.m. Staff is available, ready to assist, and can be reached at (903) 255.5560. The EOC closely monitors case volume, provides needed supplies, shares media briefs and updates, and assists Dr. Matt Young, COVID-19 medical consultant, in giving instructions and guidance to callers.

Free COVID-19 mouth-swab testing is available to the public at 902 West 12th Street in Texarkana. Walk-ins are welcomed or an appointment can be made at: **gogettested.com**. This free testing is provided by state personnel and is anticipated to be available until the end of the year. There is some delay in obtaining test results at the state level. In-house testing is available for city employees under the direction of Fire Department staff.

Concern was expressed for Bowie County's current numbers: ten deaths have occurred since the November 9th council meeting, there are 702 active cases and, a total of 97 deaths have been recorded. The two local hospitals have tirelessly been taking care of patients. However, as cases continue to increase, strain on resources for both facilities was projected for the very near future.

All citizens were especially cautioned to be diligent during the holiday season in wearing masks and washing hands while spending time with family members and conducting normal daily activities.

XI. ADMINISTRATIVE COMMENTS**1. City Council**

The Mayor congratulated Ward 3 Council Member Betty Williams and Ward 5 Council Member Bill Harp for their new three-year council terms and continued service to citizens in their respective wards.

He also thanked Greg Bischof, representing the Texarkana Gazette, for attending the meeting and standing in for regular city business reporter Karl Richter.

2. City Staff

City Manager Jaster encouraged council to view the Christmas tree and lights outside of city hall after the meeting. Staff from Parks & Recreation along with Public Works, decorated the area around city hall to encourage social distancing and drive-by views for citizens to enjoy during the festive season.

Ms. Jaster said that the December 14th council meeting may be held via the Zoom video conferencing platform in light of the current COVID-19 numbers in the city.

She also reminded council that city offices will be closed on Thursday, November 26th and Friday, November 27th in observance of the Thanksgiving holiday.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:27 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 11/16/2020 12:45 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Small Business Saturday Proclamation - November 28, 2020

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Small Business Saturday is a day dedicated to supporting the diverse range of local businesses that help create jobs, boost the economy, and keep communities thriving across the country.

It is a day to support small, independently-owned businesses that help bring consumers and local entrepreneurs closer together.

Potential Options:

None

-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends the Mayor to proclaim Saturday, November 28, 2020 as 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 Bus. Sat. Proc (MT) (PDF)

PROCLAMATION

Small Business Saturday November 28, 2020

Whereas, the City of Texarkana, Texas, celebrates its local small businesses and the contributions they make to the local economy and community; according to the United States Small Business Administration, there are 31.7 million small businesses in the United States, these businesses represent 99.9% of all firms with paid employees in the United States and are responsible for 65.1% of net new jobs created from 2000 to 2019; and

Whereas, Texarkana, Texas, supports local businesses that create jobs, boost the local economy, and preserve its communities; and

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

Whereas, participating partners including, the City of Texarkana, Texas, City of Texarkana, Arkansas, Mainstreet Texarkana, Texarkana Chamber of Commerce, Greater Texarkana Young Professionals, and partners from locally owned or small businesses in the Greater Texarkana Area, have joined to promote small businesses; and

Whereas, the participating partners will launch a social media campaign, encouraging consumers to take a "selfie" at one of their favorite locally owned or small business within Texarkana using the #ShopSmallTXK between November 20, 2020, to December 4, 2020, to enhance the exposure of the businesses and to be entered into a drawing for prizes provided by participating businesses.

NOW, THEREFORE, I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, do hereby proclaim Saturday, November 28, 2020, as:

SMALL BUSINESS SATURDAY

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

Bob Bruggeman, Mayor

Attest:

Jennifer Evans, City Secretary

Briefing Sheet

Version:
Update Date: 11/10/2020 3:53 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Council Members Annual Board Appointments Review

Attachments

- a. Council Member Appointments Sheet 2020 (PDF)

Council Member Board Appointments - 2020

ARK-TEX COG						
ARK-TEX COG	1	Bill Harp	25-Nov-19	2.0	24-Nov-21	CC
ARK-TEX COG	2	Mary Hart	27-Nov-18	2.0	26-Nov-20	CC
ARK-TEX COG	3	Jean Matlock	25-Nov-19	2.0	24-Nov-21	CC
BI-STATE IAC						
BI-STATE IAC	1	Bob Bruggeman	25-Nov-19	1.0	24-Nov-20	CC
BI-STATE IAC	2	Betty Williams	25-Nov-19	1.0	24-Nov-20	CC
BOWIE CENTRAL APPRAISAL DIST						
BOWIE CENTRAL APPRAISAL DIST	TXK	Josh Davis	28-Oct-19	2.0	27-Oct-21	CC
ELECTRICAL APPEALS&ADV BOARD						
ELECTRICAL APPEALS&ADV BOARD	CM	Christie Alcorn	27-Nov-17	3.0	26-Nov-20	M-CC
MPO POLICY BOARD						
MPO POLICY BOARD	1	Mary Hart	27-Nov-17	5.0	26-Nov-22	CC
TEXARKANA URBAN TRANSIT DIST.						
TEXARKANA URBAN TRANSIT DIST.	CM	Bob Bruggeman	25-Nov-19	2.0	24-Nov-21	CC
(TUTD bylaw: Chief Elected Official or his designee)						
MAYOR PRO TEM - By Resolution						
MAYOR PRO TEM	1	Bill Harp	10-Feb-20	1.0	30-Nov-20	CC

** Council Members have the option to be appointed to a board, continue serving on a current board, request to serve on another board or discontinue service on a present board.

Briefing Sheet

Version:
Update Date: 11/17/2020 4:16 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Council Appointments Review Sheet

Attachments

- a. Council Member Appointments Sheet 2020 (PDF)

Council Member Board Appointments - 2020

ARK-TEX COG

ARK-TEX COG	1	Bill Harp	25-Nov-19	2.0	24-Nov-21	CC
ARK-TEX COG	2	Mary Hart	27-Nov-18	2.0	26-Nov-20	CC
ARK-TEX COG	3	Jean Matlock	25-Nov-19	2.0	24-Nov-21	CC

BI-STATE IAC

BI-STATE IAC	1	Bob Bruggeman	25-Nov-19	1.0	24-Nov-20	CC
BI-STATE IAC	2	Betty Williams	25-Nov-19	1.0	24-Nov-20	CC

BOWIE CENTRAL APPRAISAL DIST

BOWIE CENTRAL APPRAISAL DIST	TXK	Josh Davis	28-Oct-19	2.0	27-Oct-21	CC
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ELECTRICAL APPEALS&ADV BOARD

ELECTRICAL APPEALS&ADV BOARD	CM	Christie Alcorn	27-Nov-17	3.0	26-Nov-20	M-CC
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MPO POLICY BOARD

MPO POLICY BOARD	1	Mary Hart	27-Nov-17	5.0	26-Nov-22	CC
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TEXARKANA URBAN TRANSIT DIST.

TEXARKANA URBAN TRANSIT DIST.	CM	Bob Bruggeman	25-Nov-19	2.0	24-Nov-21	CC
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(TUTD bylaw: Chief Elected Official or his designee)

MAYOR PRO TEM - By Resolution

MAYOR PRO TEM	1	Bill Harp	10-Feb-20	1.0	30-Nov-20	CC
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** Council Members have the option to be appointed to a board, continue serving on a current board, request to serve on another board or discontinue service on a present board.



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 9, 2020

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Jennifer Evans David Orr, Kristin Peeples, Dusty Henslee, Jennifer Strayhorn, Karey Parker, Lisa Thompson, and Eric Schlotter.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BILL HARP

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, November 16, 2020 at 12:00 p.m. (Special Election Canvass)
Monday, November 23, 2020 at 6:00 p.m. (Swearing-In Ceremony for Wards 3 & 5)
Monday, December 14, 2020 at 6:00 p.m.

Parks & Recreation Events:

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

November is Adoption Awareness Month. The Mayor shared in a joint proclamation, hosted by "For the Sake of One" staff, to bring attention to adoption needs and support within the local community.

Minutes Acceptance: Minutes of Nov 9, 2020 6:00 PM (Consent Items)

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

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

VI. ITEMS FOR CONSIDERATION***Consent Items***

(6:07 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 26, 2020 at 6:00 PM.
2. Resolution No. 2020-125 recognizing the Texarkana Arts & Historic District Committee and formalizing the entities represented to make strategic marketing decisions for the downtown cultural district and granting authority to function as a creative clearinghouse.

Public Hearing:

Council Vote: November 9, 2020

Action Items - None**VII. FIRST BRIEFINGS**

1. Resolution No. 2020-126 authorizing the City Manager to enter into a contract with Azavar Audit Solutions, Inc. for hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits.

Public Hearing:
Council Vote: November 23, 2020

Kristin Peeples briefed this agenda item. Ted Kamel, Senior Vice President of Azavar Audit Solutions, Inc, provided an overview of the company's audit services.

RESULT:	MOVED FORWARD	Next: 11/23/2020 6:00 PM
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- Resolution No. 2020-138 supporting The Texarkanan (former Texarkana National Bank building) redevelopment project, authorizing use of additional EPA cleanup funds to any person or entity allying with Texarkana Renewal Properties, LLC for the project, and authorizing the City Manager to execute any and all loan documents or other documents necessary for the project.

Public Hearing: November 23, 2020
Council Vote: November 23, 2020

David Orr briefed this agenda item. David Peavy provided an update on the project.

RESULT:	MOVED FORWARD	Next: 11/23/2020 6:00 PM
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VIII. PUBLIC HEARINGS

- Ordinance No. 2020-114 rezoning a 2.206-acre tract of land in the John A. Talbot HRS, A-564, located in the 5600 block of Richmond Road. Office to Planned Development-General Retail. Kirk Patton, representing PHRMG Developers, owner and Don Robertson, agent.

Public Hearing: November 9, 2020
Council Vote: November 9, 2020

Kirk Patton addressed council at this hearing.
(6:39 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

- Ordinance No. 2020-123 amending PD-20-5(GR) for site plan approval on a 2.206-acre tract of land in the John A. Talbot HRS, A-564, located in the 5600 block of Richmond Road. Kirk Patton, representing PHRMG Developers, owner and Don Robertson, agent.

Public Hearing: November 9, 2020
Council Vote: November 9, 2020

Dave Beard, consulting engineer, addressed council at this hearing.
(6:43 p.m.)

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

3. Ordinance No. 2020-115 rezoning a 1.500-acre tract of land in the John A. Talbot HRS. A-564, located at 5605 Richmond Road. Office to Planned Development-General Retail. Kirk Patton, representing PHRMG Developers, owner and Richard Reynolds, agent.

Public Hearing: November 9, 2020
Council Vote: November 9, 2020

Kirk Patton addressed council at this hearing.
(6:45 p.m.)

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

4. Ordinance No. 2020-124 amending PD-20-6(GR) for site plan approval to allow the location of a convenience store on a 1.500-acre tract of land in the John A. Talbot HRS, A-564 located at 5605 Richmond Road. Kirk Patton, owner and Richard Reynolds, agent.

Public Hearing: November 9, 2020
Council Vote: November 9, 2020

Richard Reynolds addressed council at this hearing.
(6:55 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

5. Ordinance No. 2020-116 amending PD-96-4(GR) for site plan approval on a 3.94-acre tract of land being part of Lots 10-13, Block 4, Urban Heights Addition, located on Chelf Road (between Pansy and Collom Streets). James Naples, owner and David Williams, MTG Engineers and Surveyors, agent.

Public Hearing: November 9, 2020
 Council Vote: November 9, 2020

David Williams addressed council at this hearing.
 (6:59 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Alcorn, Ward 4
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

6. Ordinance No. 2020-117 amending PD-16-1(NS) for site plan approval on a 1.295-acre tract of land in the George Brinlee HRS, A-18, located at 4824 McKnight Road. Aaron Gaylor, dba Gaylor Equities, LLC, owner.

Public Hearing: November 9, 2020
 Council Vote: November 9, 2020

There were no public comments made at this hearing.
 (7:01 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

7. Ordinance No. 2020-118 amending PD-01-9(GR) for site plan approval on a 1.156-acre tract of land being Lot B Replat, Block 1, Walsh Carter Master Tract, located at 5001 Cowhorn Creek Road. The Saxton Group (McAlister's Deli), owner and Angela Marie Odom, Odom Architects, agent.

Public Hearing: November 9, 2020
 Council Vote: November 9, 2020

There were no public comments made at this hearing.
 (7:02 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Alcorn, Ward 4
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart

8. Ordinance No. 2020-121 amending the City's Traffic Register to establish a twenty-five miles per hour (25 mph) school zone speed limit for sections of Galleria Oaks Drive, Christus Drive, and Sam Warren Drive in the vicinity of the Pleasant Grove Margaret Fischer Davis Elementary School on school days.

Public Hearing: November 9, 2020
 Council Vote: November 9, 2020

There were no public comments made at this hearing.
 (7:04 p.m.)

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

IX. ITEMS FOR DISCUSSION

Staff Updates

Staff had no updates for council.

X. ADMINISTRATIVE COMMENTS

1. City Council

Council had no administrative comments for staff.

2. City Staff

City Manager Jaster reminded council that city offices would be closed on Wednesday, November 11th in observance of Veterans Day.

The Mayor encouraged all to honor and remember current and retired Veterans and especially those who made the ultimate sacrifice.

XI. ADJOURNMENT

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

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Betty Williams, Ward 3
AYES:	Bruggeman, Matlock, Williams, Alcorn, Harp, Davis
ABSENT:	Hart



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • NOVEMBER 16, 2020

Council Chambers**Special Meeting****12:00 PM**

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

City Staff: City Manager Shirley Jaster, Jennifer Evans, and David Orr.

Legal Counsel: Jeff Lewis.

II. ITEM FOR CONSIDERATION

Consideration/Approval of "Canvass of Special Election" certification of the precinct election returns of the Special Election held on November 3, 2020, for the petition-initiated ballot measure to amend the City Charter by adding new Section 17 to Article XVII, titled "Collective Bargaining Impasse" summarized as follows:

"Amending the City Charter, Article XVII, "General Provisions", by adding new section 17, "Collective Bargaining Impasse", which would authorize only the International Association of Fire Fighters, Local 367 (IAFF Local 367) to determine when the City and IAFF Local 367 reach an impasse (that is, cannot agree) regarding the negotiation of a collective bargaining agreement; authorize only IAFF Local 367 to force the City to submit all issues in dispute between them to compulsory arbitration; create a three-member Arbitration Board and a procedure for selecting the members; restrict the evidence that the Arbitration Board may consider in making its decision; and result in any decision of at least two of the three members of the Arbitration Board on any issue in dispute being final, binding, and enforceable against both the City and IAFF Local 367 which cannot be overruled or changed by the City Council".

Minutes Acceptance: Minutes of Nov 16, 2020 12:00 PM (Consent Items)

Pursuant to Texas Election Code Section 67.004(a), two members of the local authority constitute a quorum for purposes of canvassing an election.

The Mayor, Council Member Williams and Council Member Davis proceeded with the canvass of the Special Election held on November 3, 2020, for the purpose of amending the City Charter by adding new Section 17 to Article XVII, titled "Collective Bargaining Impasse".

1. Motion to accept the canvass.

(12:24 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Jay Davis, Ward 6
AYES:	Bruggeman, Williams, Davis
ABSENT:	Matlock, Hart, Alcorn, Harp

III. ADJOURNMENT

A motion was made to adjourn the meeting.

(12:24 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jay Davis, Ward 6
SECONDER:	Betty Williams, Ward 3
AYES:	Bruggeman, Williams, Davis
ABSENT:	Matlock, Hart, Alcorn, Harp



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 11/16/2020 2:31 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: November 3, 2020 - Special Election Canvass Documents

Attachments

- a. Spec. Election Nov 3, 2020 Canvass Mtg. Docs (111620) (PDF)



CANVASS OF SPECIAL ELECTION

I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, met with

COUNCILMEMBER BETTY WILLIAMS WARD 3
COUNCIL MEMBER JAY DAVIS WARD 6

sitting as the canvassing board to canvass the special election of November 3, 2020, on November 16, 2020, at Texarkana, Texas.

I certify that the figures on the tally sheet correspond with the figures on the returns.

Witness my hand this 16th day of NOVEMBER, 2020.

Presiding officer of Canvassing Authority

Packet Pg. 26

Pat McCoy
11-16-20

Betty Williams
11/16/20

**2020 GENERAL ELECTION
NOVEMBER 3, 2020
OFFICIAL RESULTS
THURSDAY, NOVEMBER 12, 2020**

PROPOSED CHARTER AMENDMENT TEXARKANA	ABSENTEE	EARLY VOTING	ELECTION DAY	LATE ARRIVAL MAIL/MILITARY	ACCEPTED PROVISIONAL	TOTAL
FOR	788	6670	1350	7	39	8854
AGAINST	372	2526	389	4	7	3298

Pat McCoy

PAT MCCOY
ELECTIONS ADMINISTRATOR
BOWIE COUNTY, TX

11-12-20
DATE

Betty
Williams
11/16/20

**2020 GENERAL ELECTION
NOVEMBER 3, 2020
OFFICIAL RESULTS
THURSDAY, NOVEMBER 12, 2020**

PROPOSED CHARTER AMENDMENT TEXARKANA	ABSENTEE	EARLY VOTING	ELECTION DAY	LATE ARRIVAL MAIL/MILITARY	ACCEPTED PROVISIONAL	TOTAL
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AGAINST	372	2526	389	4	7	3298


PAT MCCOY
ELECTIONS ADMINISTRATOR
BOWIE COUNTY, TX

11-12-20
DATE


Jay Davis

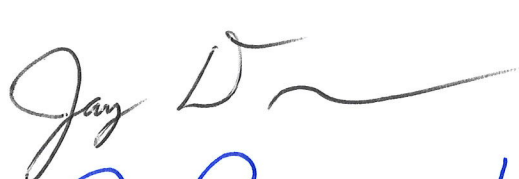
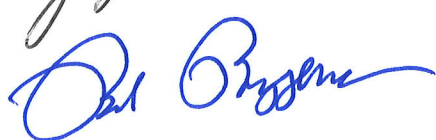
11/20/20

**2020 GENERAL ELECTION
NOVEMBER 3, 2020
OFFICIAL RESULTS
THURSDAY, NOVEMBER 12, 2020**

PROPOSED CHARTER AMENDMENT TEXARKANA	ABSENTEE	EARLY VOTING	ELECTION DAY	LATE ARRIVAL MAIL/MILITARY	ACCEPTED PROVISIONAL	TOTAL
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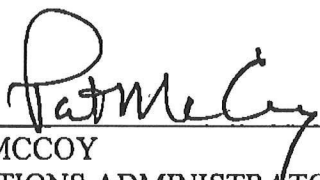

 PAT MCCOY
 ELECTIONS ADMINISTRATOR
 BOWIE COUNTY, TX

11-12-20
 DATE

 11/16/20
 11-16-20

**2020 GENERAL ELECTION
NOVEMBER 3, 2020
OFFICIAL RESULTS
THURSDAY, NOVEMBER 12, 2020**

PROPOSED CHARTER AMENDMENT TEXARKANA	ABSENTEE	EARLY VOTING	ELECTION DAY	LATE ARRIVAL MAIL/MILITARY	ACCEPTED PROVISIONAL	TOTAL
FOR	788	6670	1350	7	39	8854
AGAINST	372	2526	389	4	7	3298


 PAT MCCOY
 ELECTIONS ADMINISTRATOR
 BOWIE COUNTY, TX

11-12-20
 DATE

Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

1A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	575	87	362	126
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	359	50	250	59
Against	128	19	86	23
Total Votes Cast	487	69	336	82
Overvotes	0	0	0	0
Undervotes	88	18	26	44
Contest Totals	575	87	362	126



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

1B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	663	81	468	114
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	420	44	299	77
Against	173	16	133	24
Total Votes Cast	593	60	432	101
Overvotes	0	0	0	0
Undervotes	70	21	36	13
Contest Totals	663	81	468	114



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

2A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	656	137	439	80
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	399	59	292	48
Against	156	30	115	11
Total Votes Cast	555	89	407	59
Overvotes	0	0	0	0
Undervotes	101	48	32	21
Contest Totals	656	137	439	80



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

2B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	231	21	165	45
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	149	10	110	29
Against	58	4	44	10
Total Votes Cast	207	14	154	39
Overvotes	0	0	0	0
Undervotes	21	6	11	4
Contest Totals	228	20	165	43



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

2C

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	614	108	392	114
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	366	48	254	64
Against	148	26	97	25
Total Votes Cast	514	74	351	89
Overvotes	0	0	0	0
Undervotes	100	34	41	25
Contest Totals	614	108	392	114



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

2D

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	28	2	20	6
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	18	2	11	5
Against	9	0	9	0
Total Votes Cast	27	2	20	5
Overvotes	0	0	0	0
Undervotes	1	0	0	1
Contest Totals	28	2	20	6



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

3A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	985	98	663	224
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	695	55	475	165
Against	210	27	157	26
Total Votes Cast	905	82	632	191
Overvotes	0	0	0	0
Undervotes	80	16	31	33
Contest Totals	985	98	663	224



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

3B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	513	42	353	118
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	327	19	242	66
Against	119	9	87	23
Total Votes Cast	446	28	329	89
Overvotes	0	0	0	0
Undervotes	67	14	24	29
Contest Totals	513	42	353	118



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

4A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	549	51	398	100
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	366	33	271	62
Against	120	8	98	14
Total Votes Cast	486	41	369	76
Overvotes	0	0	0	0
Undervotes	63	10	29	24
Contest Totals	549	51	398	100



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

4B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,149	147	810	192
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	784	84	571	129
Against	272	42	198	32
Total Votes Cast	1,056	126	769	161
Overvotes	0	0	0	0
Undervotes	93	21	41	31
Contest Totals	1,149	147	810	192



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

4C

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	338	32	244	62
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	245	21	185	39
Against	72	6	53	13
Total Votes Cast	317	27	238	52
Overvotes	0	0	0	0
Undervotes	21	5	6	10
Contest Totals	338	32	244	62



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2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

4D

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	32	3	23	6
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	24	1	17	6
Against	5	1	4	0
Total Votes Cast	29	2	21	6
Overvotes	0	0	0	0
Undervotes	3	1	2	0
Contest Totals	32	3	23	6



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Summary Results Report
2020 General Election
November 3, 2020

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Bowie County

4E

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	0	0	0	0
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	0	0	0	0
Contest Totals	0	0	0	0



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2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

5A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	146	16	105	25
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	88	9	63	16
Against	47	2	38	7
Total Votes Cast	135	11	101	23
Overvotes	0	0	0	0
Undervotes	11	5	4	2
Contest Totals	146	16	105	25



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2020 General Election
November 3, 2020

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Bowie County

5B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1	1	0	0
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	0	0	0	0
Total Votes Cast	0	0	0	0
Overvotes	0	0	0	0
Undervotes	1	1	0	0
Contest Totals	1	1	0	0



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Summary Results Report
2020 General Election
November 3, 2020

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Bowie County

5C

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	3,322	296	2,608	418
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	2,282	165	1,819	298
Against	817	83	664	70
Total Votes Cast	3,099	248	2,483	368
Overvotes	0	0	0	0
Undervotes	205	46	113	46
Contest Totals	3,304	294	2,596	414



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Summary Results Report
2020 General Election
November 3, 2020

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Bowie County

6A

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,612	195	1,200	217
Ballots Cast - Blank	1	0	0	1

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,057	108	815	134
Against	427	54	322	51
Total Votes Cast	1,484	162	1,137	185
Overvotes	0	0	0	0
Undervotes	128	33	63	32
Contest Totals	1,612	195	1,200	217



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

6B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,667	129	1,325	213
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1,081	69	883	129
Against	479	38	384	57
Total Votes Cast	1,560	107	1,267	186
Overvotes	0	0	0	0
Undervotes	107	22	58	27
Contest Totals	1,667	129	1,325	213



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

8B

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	2,179	160	1,492	527
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana

Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	0	0	0	0
Against	1	0	1	0
Total Votes Cast	1	0	1	0
Overvotes	0	0	0	0
Undervotes	1	1	0	0
Contest Totals	2	1	1	0



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

9

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,968	165	1,370	433
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	1	0	0	1
Against	1	0	1	0
Total Votes Cast	2	0	1	1
Overvotes	0	0	0	0
Undervotes	2	0	2	0
Contest Totals	4	0	3	1



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

10

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,423	103	1,097	223
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	133	8	104	21
Against	40	7	31	2
Total Votes Cast	173	15	135	23
Overvotes	0	0	0	0
Undervotes	17	6	9	2
Contest Totals	190	21	144	25



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Summary Results Report
2020 General Election
November 3, 2020

UNOFFICIAL RESULTS

Bowie County

11

STATISTICS

	TOTAL	Absentee	Early Voting	Election Day
Ballots Cast - Total	1,996	172	1,497	327
Ballots Cast - Blank	0	0	0	0

Proposed Charter Amendment Texarkana
Vote For 1

	TOTAL	Absentee	Early Voting	Election Day
For	14	3	9	2
Against	5	0	4	1
Total Votes Cast	19	3	13	3
Overvotes	0	0	0	0
Undervotes	7	1	4	2
Contest Totals	26	4	17	5



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City of Texarkana, Texas

Version: A

Update Date: 11/18/2020 3:08 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2020-119 setting the 2021 City Council meeting dates and official city holiday closings.

Briefing: 11/23/2020 **Public Hearing:** **Council Vote:** 11/23/2020

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Each year the City Council sets the annual schedule for regular city council meetings (2nd and 4th Mondays of each month, with the exception of December which has only one regular meeting on the 2nd Monday) and affirms the holiday closing schedule (12 paid holidays).

This schedule also reflects the adoption of Resolution No. 2018-037 by the City Council on April 9, 2018, that adjusted the regular council meetings in the months of June and July to one regular meeting in each of these respective months to occur on the second Monday of the month which accommodated summertime activities enjoyed by citizens, council members, and city staff.

Potential Options:

- Adopt the attached schedule as presented.
- Revise the attached schedule and adopt as revised.

Fiscal Implications:

None

Staff Recommendation:

Staff recommends adopting the schedule as presented.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

NOT APPLICABLE

Attachments

- a. 2020-119 RES Setting 2021 Council Mtg and Holiday Sched. (jcl rev) (DOC)
- b. 2020-119 ATTH 01 2021 council meeting & holiday schedule (PDF)
- c. 2020-119 Goals & Perspectives (DOCX)
- d. 2020-119 RES Setting 2021 Meeting & Holiday Schedule signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	11/10/2020 3:54 PM		
City Manager	Shirley Jaster	City Manager Review Completed	11/18/2020
3:07 PM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2020
6:00 PM			

Meeting History

RESOLUTION NO. 2020 – 119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SETTING THE 2021 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 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; and

WHEREAS, City staff recommends adoption of the attached 2021 Schedule of City Council Meetings and City Holidays (**ATTH 01**), with the scheduling of City holidays occurring on Mondays and Fridays closely aligning with federal and local city governments observance days.

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

SECTION 1: That the City Council adopts the attached 2021 Schedule of City Council Meetings and City Holidays (**ATTH 01**).

SECTION 2: That the Mayor shall have authority to make adjustments to this schedule, including but not limited to the rescheduling or canceling of meetings.

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 **23rd** day of **November, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2021 COUNCIL MEETING & HOLIDAY SCHEDULE

CITY COUNCIL MEETINGS

JANUARY 11TH AND 25THFEBRUARY 8TH AND 22NDMARCH 8TH AND 22NDAPRIL 12TH AND 26THMAY 10TH AND 24THJUNE 14TH

COUNCIL CHAMBERS 6:00PM

JULY 12THAUGUST 9TH AND 23RDSEPTEMBER 13TH AND 27THOCTOBER 11TH AND 25THNOVEMBER 8TH AND 22NDDECEMBER 13TH

CITY HOLIDAYS

JANUARY - 1ST, 18TH

FEBRUARY - NONE

MARCH - NONE

APRIL - 2NDMAY - 31ST

JUNE - NONE

CITY HALL CLOSED

JULY - 5TH

AUGUST - NONE

SEPTEMBER - 6TH

OCTOBER - NONE

NOVEMBER - 11TH, 25TH, 26THDECEMBER - 22ND, 23RD, 24TH

JANUARY							FEBRUARY							MARCH							APRIL							MAY							JUNE						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S							
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10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20	11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	26	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
24	25	26	27	28	29	30	28							28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
31																											30	31													
JULY							AUGUST							SEPTEMBER							OCTOBER							NOVEMBER							DECEMBER						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
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11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				26	27	28	29	30	31		
																					31																				

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2020 – 119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SETTING THE 2021 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 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; and

WHEREAS, City staff recommends adoption of the attached 2021 Schedule of City Council Meetings and City Holidays (**ATTH 01**), with the scheduling of City holidays occurring on Mondays and Fridays closely aligning with federal and local city governments observance days.

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

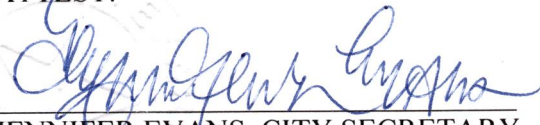
SECTION 1: That the City Council adopts the attached 2021 Schedule of City Council Meetings and City Holidays (**ATTH 01**).

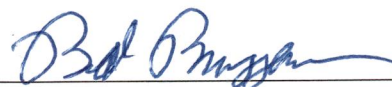
SECTION 2: That the Mayor shall have authority to make adjustments to this schedule, including but not limited to the rescheduling or canceling of meetings.

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 **23rd** day of November, 2020.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:39 p.m.

2021 COUNCIL MEETING & HOLIDAY SCHEDULE

CITY COUNCIL MEETINGS

JANUARY 11TH AND 25THFEBRUARY 8TH AND 22NDMARCH 8TH AND 22NDAPRIL 12TH AND 26THMAY 10TH AND 24THJUNE 14TH

COUNCIL CHAMBERS 6:00PM

JULY 12THAUGUST 9TH AND 23RDSEPTEMBER 13TH AND 27THOCTOBER 11TH AND 25THNOVEMBER 8TH AND 22NDDECEMBER 13TH

CITY HOLIDAYS

JANUARY - 1ST, 18TH

FEBRUARY - NONE

MARCH - NONE

APRIL - 2NDMAY - 31ST

JUNE - NONE

CITY HALL CLOSED

JULY - 5TH

AUGUST - NONE

SEPTEMBER - 6TH

OCTOBER - NONE

NOVEMBER - 11TH, 25TH, 26THDECEMBER - 22ND, 23RD, 24TH

JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
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JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER
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City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/17/2020 11:32 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Ordinance No. 2020-139 ordering and declaring as adopted the petition-initiated ballot measure amending the City Charter by adding new Section 17 to Article XVII, titled "Collective Bargaining Impasse".

Briefing: 11/23/2020 **Public Hearing:** **Council Vote:** 11/23/2020

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

None.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends acceptance of this ordinance as Texarkana registered voters have voiced their opinions and casted their votes regarding the petition-initiated ballot measure amending the City Charter by adding new Section 17 to Article XVII, titled "Collective Bargaining Impasse".

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2020-139 ORD Spec. Elec Charter Amend CBI (DOCX)
- 2020-139 Goals & Perspectives (DOCX)

City of Texarkana, Texas

c. 2020-139 ORD Spec. Elect. Adopting CB Impasse signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	11/13/2020 11:24 AM		
City Manager	Shirley Jaster	City Manager Review Completed	11/18/2020
3:26 PM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2020
6:00 PM			

Meeting History

ORDINANCE NO. 2020 – 139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING AND DECLARING AS ADOPTED THE PETITION-INITIATED BALLOT MEASURE AMENDING THE CITY CHARTER BY ADDING NEW SECTION 17 TO ARTICLE XVII, TITLED “COLLECTIVE BARGAINING IMPASSE”; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Ordinance No, 2020-129, the City Council of the City of Texarkana, Texas, canvassed the election returns of the special election held on November 3, 2020, on a petition-initiated ballot measure to amend the Home Rule Charter of the City of Texarkana, Texas, by adding new “**Article XVII, Section 17 – Collective Bargaining Impasse**”; and

WHEREAS, the canvass of the precinct election returns confirmed that the proposed amendment to the City Charter was approved by a majority of the qualified voters of the city who voted; and

WHEREAS, Section 9.005(b) of the Texas Local Government Code provides that “[a] charter or an amendment does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the charter or amendment is adopted”.

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

SECTION 1: The City Council **ORDERS** and **DECLARES City Charter Amendment Article XVII, Section 17. Collective Bargaining Impasse** **ADOPTED** and that Article XVII (General Provisions) of the City Charter of the City of Texarkana, Texas, is amended to add the following Section 17:

Sec. 17. – Collective Bargaining Impasse.

If the City and the International Association of Fire Fighters, Local 367 have reached an impasse regarding the negotiation of a collective bargaining agreement, as determined by the Association through written notice to the City:

- (A) The Association, after written notice to the City containing specifications of the issues in dispute, may request arbitration and, in such event, the City and the Association shall submit all issues in dispute to arbitration within 45 days of the City's receipt of the Association's written arbitration request. The arbitration ruling shall be final, binding, and enforceable against both parties.**
- (B) Both parties shall select one arbitrator within 15 days of the Association's original request to arbitrate and provide written notification to the other party of the name and contact information for the selected arbitrator. The selected arbitrators shall attempt to select a third (neutral) arbitrator within 10 days of their selection in order to form a three-person Arbitration Board. If the arbitrators are unable to agree on a third arbitrator, either party may request that the American Arbitration Association select the third arbitrator, according to its fair and regular procedures. The third arbitrator shall preside over the Board. Any decisions made by the Board at any stage of the arbitration process will be determined by simple majority vote of the selected arbitrators.**

- (C) Arbitration shall be conducted by the City and the Association pursuant to the procedures, timelines, duties, requirements, and rights as set forth in Texas Local Government Code §§ 174.155, 174. 157-174.162, 174.J 64, and 174.253, or any successor to these statutory provisions.
- (D) In making its decision, the Board may consider only the following:
- (1) compensation and conditions of employment that prevail in comparable public sector employment in other cities;
 - (2) the rate of increase or decrease in the cost of living for the Texarkana area as determined by the Consumer Price Index;
 - (3) any of the following conditions:
 - (a) hazards of employment
 - (b) physical qualifications
 - (c) educational qualifications
 - (d) mental qualifications
 - (e) job training
 - (f) skills, and
 - (g) any other factors the Board determines to be relevant to the issues raised by the parties; and
 - (4) revenues available to the City and the impact of any arbitration ruling on the taxpayers of the City.

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

PASSED AND APPROVED in Regular Council Session on this the 23rd day of November, 2020.

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas 2020-139

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-139 Goals & Perspectives (2410 : 2020-139 ORD adopting charter amendment CBI)

ORDINANCE NO. 2020 – 139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING AND DECLARING AS ADOPTED THE PETITION-INITIATED BALLOT MEASURE AMENDING THE CITY CHARTER BY ADDING NEW SECTION 17 TO ARTICLE XVII, TITLED “COLLECTIVE BARGAINING IMPASSE”; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Ordinance No, 2020-129, the City Council of the City of Texarkana, Texas, canvassed the election returns of the special election held on November 3, 2020, on a petition-initiated ballot measure to amend the Home Rule Charter of the City of Texarkana, Texas, by adding new “**Article XVII, Section 17 – Collective Bargaining Impasse**”; and

WHEREAS, the canvass of the precinct election returns confirmed that the proposed amendment to the City Charter was approved by a majority of the qualified voters of the city who voted; and

WHEREAS, Section 9.005(b) of the Texas Local Government Code provides that “[a] charter or an amendment does not take effect until the governing body of the municipality enters an order in the records of the municipality declaring that the charter or amendment is adopted”.

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

SECTION 1: The City Council **ORDERS and DECLARES City Charter Amendment Article XVII, Section 17. Collective Bargaining Impasse** ADOPTED and that Article XVII (General Provisions) of the City Charter of the City of Texarkana, Texas, is amended to add the following Section 17:

Sec. 17. – Collective Bargaining Impasse.

If the City and the International Association of Fire Fighters, Local 367 have reached an impasse regarding the negotiation of a collective bargaining agreement, as determined by the Association through written notice to the City:

- (A) The Association, after written notice to the City containing specifications of the issues in dispute, may request arbitration and, in such event, the City and the Association shall submit all issues in dispute to arbitration within 45 days of the City's receipt of the Association's written arbitration request. The arbitration ruling shall be final, binding, and enforceable against both parties.**
- (B) Both parties shall select one arbitrator within 15 days of the Association's original request to arbitrate and provide written notification to the other party of the name and contact information for the selected arbitrator. The selected arbitrators shall attempt to select a third (neutral) arbitrator within 10 days of their selection in order to form a three-person Arbitration Board. If the arbitrators are unable to agree on a third arbitrator, either party may request that the American Arbitration Association select the third arbitrator, according to its fair and regular procedures. The third arbitrator shall preside over the Board. Any decisions made by the Board at any stage of the arbitration process will be determined by simple majority vote of the selected arbitrators.**

(C) Arbitration shall be conducted by the City and the Association pursuant to the procedures, timelines, duties, requirements, and rights as set forth in Texas Local Government Code §§ 174.155, 174.157-174.162, 174.J 64, and 174.253, or any successor to these statutory provisions.

(D) In making its decision, the Board may consider only the following:

- (1) compensation and conditions of employment that prevail in comparable public sector employment in other cities;
- (2) the rate of increase or decrease in the cost of living for the Texarkana area as determined by the Consumer Price Index;
- (3) any of the following conditions:
 - (a) hazards of employment
 - (b) physical qualifications
 - (c) educational qualifications
 - (d) mental qualifications
 - (e) job training
 - (f) skills, and
 - (g) any other factors the Board determines to be relevant to the issues raised by the parties; and
- (4) revenues available to the City and the impact of any arbitration ruling on the taxpayers of the City.

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

PASSED AND APPROVED in Regular Council Session on this the 23rd day of November, 2020.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

6:39 p.m.

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 11/5/2020 4:08 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Resolution No. 2020-126 authorizing the City Manager to enter into a contract
with Azavar Audit Solutions, Inc. for hotel occupancy tax and short-term rental
audits, hotel tax administration services, sales tax audits, and franchise fee
Subject: audits.

Briefing: 11/23/2020 **Public Hearing:** **Council Vote:** 11/23/2020

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City's contract for hotel tax audit and hotel tax administration services expired on September 30, 2020. City staff reached out to three well-known companies that provide these services along with sales tax audits and franchise fee audits to determine the best all inclusive service package and price for the City. After comparison of all three proposals, Azavar Audit Solutions, Inc. was chosen by staff as the best overall service package and lowest cost for the City. A comparison schedule of the three proposals is included in your packet as ATTH 01 for reference.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The potential fiscal impact is undetermined at this time, but could add revenue based on audit findings.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None.

Board/Committee Recommendation:

None.

Advisory Board/Committee Meeting Date and Minutes:

None.

City of Texarkana, Texas

Attachments

- a. 2020-126 RES Authorizing Contract with Azavar Audit Solutions (DOC)
- b. 2020-126 EXH 'A' TEXARKANA TEXAS_Azavar Government Solutions_PSA
OCTOBER 19TH (PDF)
- c. 2020-126 ATTH 01 Comparison of Proposals (PDF)
- d. 2020-126 Goals & Perspectives (DOCX)
- e. 2020-126 RES Auth Contr with Azavar Audit Solutions signed (PDF)

Staff Coordination

Finance Department	Jennifer Evans	Department Head Review	Skipped
	11/05/2020 9:55 AM		
Public Works Department	Jennifer Evans	Reviewer	Skipped
	11/05/2020 9:55 AM		
City Manager	Shirley Jaster	City Manager Review Completed	11/05/2020
4:44 PM			
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			11/09/2020

Meeting History

11/09/20 City Council MOVED FORWARD Next: 11/23/20

RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AZAVAR AUDIT SOLUTIONS, INC. TO PROVIDE PROFESSIONAL MANAGEMENT, GOVERNMENT, REVENUE AND TAX, AND COMPUTER CONSULTING SERVICES FOR HOTEL OCCUPANCY TAX AND SHORT-TERM RENTAL AUDITS, HOTEL TAX ADMINISTRATION SERVICES, SALES TAX AUDITS, AND FRANCHISE FEE AUDITS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City obtained three proposals for the following services: hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits; and

WHEREAS, it has been determined that Azavar Audit Solutions, Inc. will provide the required services with the least amount of cost to the City.

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

SECTION 1: That the City Manager is authorized to execute and enter into a contract with Azavar Audit Solutions, Inc. to provide professional management, government, revenue and tax, and computer consulting services for audits pertaining to hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits as stated in **EXH '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 **9th** day of **November, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

This Professional Services Agreement (this "Agreement") is made and entered into on the 15th day of October, 2020 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard, Texarkana, Texas 75501 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS. Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of

each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take

such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:
Chief Financial Officer
City of Texarkana
220 Texas Boulevard
Texarkana, Texas 75501

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

City of Texarkana, Texas

BY:

NAME:

TITLE:

Azavar Audit Solutions, Inc.

BY:

NAME:

TITLE:

This Statement of Work ("Statement of Work") is made and entered into on this 15th Day of May, 2020 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard, Texarkana, Texas 75501 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on October 15,

1. **COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:** In addition to the Services work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- (a) Azavar, as Customer's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program, Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses ("Audits"), including, but not limited to, each sales, occupation, and use ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenditures imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customer's ordinances and state or federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:
 - i. Electricity providers and/or consumers
 - ii. Natural gas providers and/or consumers
 - iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
 - iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
 - v. Water, sewer, and/or stormwater providers and/or consumers
 - vi. Waste or refuse hauling providers and/or consumers
 - vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
 - viii. Locally imposed, levied, and/or administered charges, fees or fines
 - ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
 - x. Locally imposed and/or administered Residential Rental Licenses
 - xi. Taxpayers subject to Property Taxes and Levies
 - xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
 - xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
 - xiv. Taxpayers subject to Business License and/or Registration Fees
 - xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
 - xvi. Taxpayers subject to Liquor Licenses and/or Taxes
 - xvii. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
 - xviii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
 - xix. Taxpayers subject to Real Estate Transfer Taxes
 - xx. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
 - xxi. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities
- (b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies, or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present, and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local law ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies owed to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings require a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 1 of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;
- (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that it shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contract or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;
- (d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

- (e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds error the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;
- (f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, car amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar o its Audits and that would have been compensable under Section 2 of this Statement of Work;
- (g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payment Customer using Azavar software as defined in Exhibit A – Statement of Work 2;
- (h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start da expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Custom Primary Contact;
- (i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have t satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. A status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Custom Primary Contact and will occur approximately every quarter;
- (j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be audi under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2.

PAYMENT TERMS.

- 2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identi by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Custo shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the follow thirty-three (33) months. If Customer later implements during the subsequent thirty-three(33) months any Findings Customer initially decl based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the follow thirty-three (33) months at the contingency fee rates set forth below.
- 2.2 For Audits pertaining to Hotel Occupancy Tax (under Paragraph 1.(a).xvii) Customer shall compensate Azavar \$950.00 per Audit of each f location occupancy tax Auditee. For the purposes of compensation, the Audit of online travel companies, facilitators, and short-term occup rental management platforms (e.g., AirBnB and HomeAway) shall be compensable under Paragraph 2.3. Customer shall pay fifty percent (5 of the fee per Audit upon Audit initiation and fifty percent (50%) of the fee per Audit upon delivery of Findings for each Audit. Should Cust opt to have Azavar submit reports to the State Comptroller, in accordance with HB 2048, Customer shall compensate Azavar \$250.00 per fili
- 2.3 For Audits pertaining to prospective short-term online rental management platform, and/or online travel company Findings (under Parag 1.(a).xviii and xvii) and sales and use tax, Customer shall pay Azavar an amount equal to twenty-two (22) percent of any new revenues, savi or prospective funds recovered per account or per Auditee for twenty-two (22) months following when funds begin to be properly remitted to Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any t Customer will pay Azavar an amount equal to twenty-two (22) percent of any savings, funds, and fair market value for any other spe consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are basee determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent twenty-two (22) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.4 For Audits pertaining to water, sewer, and/or stormwater provider franchise fee Findings (under Paragraph 1.(a).v), Customer shall pay Az an amount equal to thirty-three (33) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for th three (33) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additi savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-three percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data regulatory filings. All revenue after the subsequent thirty-three (33) month period for each account individually will accrue to the sole benef the Customer.
- 2.5 For any and all other Audits and/or Findings including Solid Waste(under Section 1), Customer shall pay Azavar an amount equal to thirty- (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-nine (39) months follow when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All continge fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.6 Customer shall reimburse Azavar's travel expenses, which shall be preapproved by the Customer, in accordance with Internal Revenue Ser guidelines and rules.

7.5.b

2020-126 EXHIBIT 'A'

Attachment: 2020-126 EXH 'A' TEXARKANA TEXAS_Azavar Government Solutions_PSA OCTOBER 19TH [Revision 1] (2395 : 2020-126 RES

3. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto and the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

7.5.b

2020-126 EXHIBIT 'A'

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER CITY OF TEXARKANA, TEXAS

By _____

By _____

Title _____

Title _____

Attachment: 2020-126 EXH 'A' TEXARKANA TEXAS_Azavar Government Solutions_PSA OCTOBER 19TH [Revision 1] (2395 : 2020-126 RES

This Statement of Work ("Statement of Work") is made and entered into on this 15th Day of October, 2020 by and between Azavar Audit Solutions, Inc.'s affiliate, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard, Texarkana, Texas 75501 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on October 15, 2020.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:

- i. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and present any recommendations ("Findings") to Customer to maximize Customer revenues as part of the Audits, and where Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of the Agreement, including wherein the Findings require amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- ii. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services**
 1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
 2. Cyber liability insurance coverage and NACHA and PCI compliance;
 3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
 4. One (1) business day response time to support inquiries;
 5. One (1) onsite training on application for Customer staff (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 6. One (1) onsite demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 7. Report generation configured to the Customer's requirements in collaboration between the Customer and Azavar;
 8. Production of marketing material to communicate the Services and software to Customer End Users;
 9. Concierge Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User;
 10. Delinquency reporting and regular follow up with delinquent taxpayers by Azavar Customer Service; and,
 11. Setup of an on-site kiosk (optional) within Customer facilities.
 12. Dynamic Sales Tax Reporting.

2. **IMPLEMENTATION AND USE OF AZAVAR SOFTWARE**

- 2.1 Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expenditure management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expenses, proceeds, monies owed, or fees, (collectively "Taxes") and revenue monitoring, management, and reporting software ("Azavar Software"). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work:
 - (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software for electronic filing, payment, and collection of Taxes with Customer's existing database and/or enterprise resource planning ("ERP") systems, wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said service is \$150.00/hour for the 2020 Calendar Year) at Azavar's then current rate schedule; and,
- 2.2 Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess End Users a service fee of three percent (3%) for any Credit/Debit Card transactions.

3. **END USER LICENSE AGREEMENT**

- 3.1 **Software License.** Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing, and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from

Attachment: 2020-126 EXH 'A' TEXARKANA TEXAS_Azavar Government Solutions_PSA OCTOBER 19TH [Revision 1] (2395 : 2020-126 RES

the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees to install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

7.5.b

2020-126 EXHIBIT 'A'

3.2 **Sublicense:** The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a name and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing payment, and collection of Taxes and revenue due to Customer.

3.3 **Customer Data:** Azavar acknowledges that the data provided by the Customer ("Customer Data") during the use and implementation of Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports ("Azavar Data") from Customer Data with Azavar's various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.

3.4 **Duration, Fee, and Term:**

3.4.1 **Duration:** The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Term to use, install, implement and deploy the Azavar Software at the license fee set forth below.

3.4.2 **Fee:** Customer shall pay a one-time onboarding service fee of twenty-five hundred dollars (\$2500.00) upon execution of this Statement of Work. Customer shall pay Azavar a discounted service/license fee of \$8.00 per filing for the distinct and unique locally authorized and/or administered Tax forms listed below and implemented within Azavar Software for the Customer's benefit upon execution of Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Billing of service/license fee shall start upon deployment of Azavar Software to a live production environment. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer's Tax and Fee upon execution of this Statement of Work. Azavar Sales Tax Reporting Insights & Analytics shall also be provided for an additional service fee of \$150 per month (invoiced annually). Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules.

3.4.3 **Discount:** Should Customer execute the Agreement and Statements of Work (1 & 2) by November 1, 2020, Azavar shall waive one-time onboarding service fee and shall provide the first year (through September 30, 2021) of Azavar Sales Tax Reporting Insights & Analytics referenced above at no charge to Customer.

4 **LICENSE, PERMITS, AND/OR APPROVALS**

4.1 Azavar and Customer will work together to obtain such licenses, permits, and/or approvals ("Approvals") as necessary and required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5 **INDEMNITY**

5.1 **For Azavar:** Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damages or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.

5.2 **For Customer:** Customer shall indemnify and hold harmless Azavar, its officers, agents, and employees from any liability for damage or claims for personal injury, as well as from claims for breach of confidentiality or property damage which may arise from Customer's negligent acts, errors or omissions under this Statement of Work.

6 **INTELLECTUAL PROPERTY**

6.1 **Ownership:** Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of the Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer shall sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate assignment of its rights to Azavar.

6.2 **Proprietary Information:** As used herein, the term "Proprietary Information" means any information which relates to Azavar's Software, its processes or related services, techniques, or general business processes. Customer shall hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

7 **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect, or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

AZAVAR TECHNOLOGIES CORPORATION

CUSTOMER CITY OF TEXARKANA, TEXAS

By _____

By _____

Title _____

Title _____

Comparison of Proposals

Hotel Occupancy Tax and Short-Term Rental Audits
 Hotel Tax Administration Services
 Sales Tax Audits
 Franchise Fee Audits

		Azavar	Tri-Stem	Avenu
Franchise	<i>Fixed Cost</i>	None	None	\$7,500 per audit
	<i>Contingency Fee</i>	39% contingency fee for any back revenue found during the audit period and going forward for 39 months.	35% contingency fee on any back revenue found and going forward for 12 months.	35% contingency fee for any revenue found going back 48 months. No collections on future periods.
	<i>Additional Info</i>	Lowered to 33% for 33 months (excluding solid waste which would remain at 39%) with complete agreement that includes franchise audits, sales tax reviews, hotel tax audits & administration, and short term rental compliance services	N/A	N/A

Sales Tax	<i>Fixed Cost</i>	None	None	None
	<i>Contingency Fee</i>	22% contingency fee for any back revenue found during the audit period and going forward for 22 months.	35% contingency fee on any back revenue found and going forward for 12 months.	30% contingency fee for any revenue found going back 48 months and also the next 8 quarters going forward.

Hotel Tax Audit	<i>Fixed Cost</i>	\$950 + pre-approved travel expenses. City chooses when to audit and how many hotels to audit each period.	\$1,200 per establishment audited.	\$2,000 per audit, minimum of 2 audits per audit round, plus travel expenses.
Hotel Tax Administration	<i>Fixed Cost</i>	\$8 per tax return filed by taxpayer. Monthly filers = \$96/year; Quarterly filers = \$32/year.	Service not available	\$250 per property or lodging account annually or discounted to \$150-\$200 per property annually if auditing 10% or more of the City's standard properties per year.

Short-Term Rentals	<i>Fixed Cost</i>	None	None	None
	<i>Contingency Fee</i>	22% contingency fee for any back revenue found during the audit period and going forward for 22 months.	35% contingency fee on revenue found and going forward for 12 months.	40% contingency fee to apply to the current tax year, all eligible prior period revenues collected, and any applicable penalties, interest, and late charges, and two forward years or 24 months.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2020-126

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH AZAVAR AUDIT SOLUTIONS, INC. TO PROVIDE PROFESSIONAL MANAGEMENT, GOVERNMENT, REVENUE AND TAX, AND COMPUTER CONSULTING SERVICES FOR HOTEL OCCUPANCY TAX AND SHORT-TERM RENTAL AUDITS, HOTEL TAX ADMINISTRATION SERVICES, SALES TAX AUDITS, AND FRANCHISE FEE AUDITS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City obtained three proposals for the following services: hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits; and

WHEREAS, it has been determined that Azavar Audit Solutions, Inc. will provide the required services with the least amount of cost to the City.

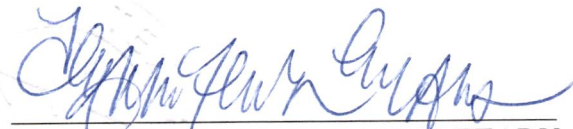
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

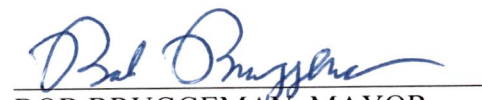
SECTION 1: That the City Manager is authorized to execute and enter into a contract with Azavar Audit Solutions, Inc. to provide professional management, government, revenue and tax, and computer consulting services for audits pertaining to hotel occupancy tax and short-term rental audits, hotel tax administration services, sales tax audits, and franchise fee audits as stated in EXH '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 **23rd** day of November, **2020**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:41 p.m.

This Professional Services Agreement (this "Agreement") is made and entered into on the 15th day of October, 2020 by and between Azavar Audit Solutions, Inc. (DBA Azavar Government Solutions), an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard, Texarkana, Texas 75501 ("Customer").

1. SCOPE OF SERVICES

1.1 Subject to the following terms and conditions, Azavar shall provide professional management, government, revenue and tax, and computer consulting services ("Services") in accordance with written statements of work agreed to by the parties (each, a "Statement of Work") attached hereto as Exhibit A, which may be subsequently amended by the parties. Each Statement of Work and any subsequent amendments thereto shall be executed on behalf of each of the parties, whereupon it shall be deemed incorporated herein by reference as though fully set forth herein. The parties agree that certain Statements of Work may be delegated by Azavar to different affiliates or entities that shall operate under the terms set forth in this Agreement.

1.2 Azavar shall be responsible for providing the Services in substantial accordance with each Statement of Work. Azavar will render the services provided under this Agreement in a workmanlike manner in accordance with industry standards.

1.3 Customer agrees to provide reasonable facilities and space should Azavar work on Customer's premises as may be reasonably required for the performance of the Services set forth in this Agreement and in any Exhibit hereto.

2. INDEPENDENT CONTRACTOR. Azavar acknowledges and agrees that the relationship of the parties hereunder shall be that of independent contractor and that neither Azavar nor its employees shall be deemed to be an employee of Customer for any reason whatsoever. Neither Azavar nor Azavar's employees shall be entitled to any Customer employment rights or benefits whatsoever.

3. PAYMENT TERMS. Customer shall compensate Azavar the fees set forth in each Statement of Work. Azavar shall be entitled to compensation for time which is actually spent providing the Services set forth in each Statement of Work. Azavar shall submit an invoice to Customer on a monthly or quarterly basis detailing the amounts charged to Customer pursuant to the terms of this Agreement and each Statement of Work hereto. Customer shall remit payment to Azavar within thirty (30) days of the date of

each invoice. If Customer defaults on payment of any invoice that is not disputed in writing by Customer within thirty (30) days after the receipt of such invoice Azavar, at its discretion, may accelerate all payments due under this Agreement, any Statement of Work attached hereto, and seek recovery of all estimated fees due to Azavar. Azavar shall be entitled to recover all costs of collection including, but not limited to, finance charges, interest at the rate of one percent (1%) per month, reasonable attorney's fees, court costs, and collection service fees and costs for any efforts to collect fees from the Customer.

4. CONFIDENTIAL INFORMATION

4.1 Each party acknowledges that in the performance of its obligations hereunder, either party may have access to information belonging to the other which is proprietary, private and highly confidential ("Confidential Information"). Each party, on behalf of itself and its employees, agrees not to disclose to any third party any Confidential Information to which it may have access while performing its obligations hereunder without the written consent of the disclosing party which shall be executed by an officer of such disclosing party. Confidential Information does not include: (i) written information legally acquired by either party prior to the negotiation of this Agreement, (ii) information which is or becomes a matter of public knowledge, (iii) information which is or becomes available to the recipient party from third parties and such third parties have no confidentiality obligations to the disclosing party, and (iv) information subject to disclosure under any state or federal laws.

4.2 Azavar agrees that any work product or any other data or information that is provided by Customer in connection with the Services shall remain the property of Customer, and shall be returned promptly upon demand by Customer, or if not earlier demanded, upon expiration of the Services provided under each Statement of Work hereto.

5. INTELLECTUAL PROPERTY

5.1 No work performed by Azavar or any Consultant with respect to the Services or any supporting or related documentation therefore shall be considered to be a Work Made for Hire (as defined under U.S. copyright law) and, as such, shall be owned by and for the benefit of Azavar. In the event that it should be determined that any of such Services or supporting documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take

such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.

5.2 Under no circumstance shall Customer have the right to distribute or make public any information or software containing, or based upon, Confidential Information of Azavar to any third party without the prior written consent of Azavar which must be executed by a senior officer of Azavar.

6. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AZAVAR DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED UNDER THIS AGREEMENT OR THE RESULTS OBTAINED FROM AZAVAR'S WORK, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AZAVAR BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR INDIRECT DAMAGES, OR FOR ACTS OF NEGLIGENCE THAT ARE NOT INTENTIONAL OR RECKLESS IN NATURE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT AGREES THAT AZAVAR'S LIABILITY HEREUNDER FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED THE TOTAL AMOUNT PAID FOR THE SERVICES GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE ESTIMATE OR IN THE AUTHORIZATION FOR THE PARTICULAR SERVICE IF NO ESTIMATE IS PROVIDED.

7. TERMINATION

7.1 This Agreement shall be effective ("Term") from the date first written above and shall continue thereafter until terminated upon 90 days written notice by Customer or Azavar ("Initial Term") and automatic renewal terms ("Renewal Terms"). The Initial Term shall be for a thirty-six (36) month period, beginning on the first day of the execution of this Agreement. Upon completion of the Initial Term, this Agreement shall automatically renew for the Renewal Terms, as successive thirty-six (36) month periods, unless previously terminated. A Party may terminate one or more of a Statement of Work, without terminating either this Agreement or another Statement of Work.

7.2 Termination for any cause or under any provision of this Agreement shall not



Professional Services Agreement

2020-126 EXHIBIT 'A' Page 2 of 2

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.

7.3 The provisions set forth above in Section 3 (Payment Terms), Section 4 (Confidential Information), and Section 5 (Intellectual Property) and below in Section 9 (Assignment), Section 10 (Non-Solicitation of Employees), and Section 11 (Use of Customer Name) shall survive termination of this Agreement.

8. NOTICES. Any notice made in accordance with this Agreement shall be sent by certified mail or by overnight express mail:

If to Azavar:
General Counsel
Azavar Audit Solutions, Inc.
55 East Jackson Boulevard
Suite 2100
Chicago, Illinois 60604

If to Customer:
Chief Financial Officer
City of Texarkana
220 Texas Boulevard
Texarkana, Texas 75501

9. ASSIGNMENT. Neither party may assign this Agreement or any of its rights hereunder without the prior written consent of the other party hereto, except Azavar shall be entitled to assign its rights and obligations under this Agreement in connection with a sale of all or substantially all of Azavar's assets.

10. NONSOLICITATION OF EMPLOYEES. During the period in which any Exhibit to this Agreement is in effect and for a period of twelve (12) months thereafter, each party agrees it will not, without the prior written consent of the other party, solicit the employees of the other party for the purpose of offering them employment; provided, however, that good faith solicitations by way of mass media (i.e., newspapers, internet) shall not be deemed to be a violation of this Section 10.

11. USE OF CUSTOMER NAME. Customer hereby consents to Azavar's use of Customer's name in Azavar's marketing materials; provided, however, that Customer's name shall not be so used in such a fashion that could reasonably be deemed to be an endorsement by Customer of Azavar.

COMPLETE AGREEMENT

This Agreement, along with each Statement of Work attached hereto from time to time, contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision hereof.

This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Agreement shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Illinois and the parties hereby consent to the jurisdiction of the courts of the State of Illinois.

City of Texarkana, Texas

BY:

NAME:

TITLE:

Azavar Audit Solutions, Inc.

BY:

NAME:

TITLE:

EXHIBIT A – STATEMENT OF WORK 1

2020-126 EXHIBIT 'A'

This Statement of Work ("Statement of Work") is made and entered into on this 15th Day of May, 2020 by and between Azavar Audit Solutions, Inc., an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago, Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard, Texarkana, Texas 75501 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on October 15, 20

1. **COMPLIANCE AUDITS & ONGOING REVENUE MAXIMIZATION AND MONITORING SERVICES:** In addition to the Services as work defined in the Agreement, Services shall be provided in substantial accordance with the below statements:
 - (a) Azavar, as Customer's authorized agent and third-party administrator ("TPA"), shall undertake a Local Government Revenue Compliance Audit, Maximization, and Monitoring Program ("Revenue TPA Program") on behalf of the Customer. As part of the Revenue TPA Program, Azavar shall, on behalf of the Customer, separately review, audit, maximize, and regularly monitor for the Term of this Statement of Work any and all sources of Customer revenue and related expenses ("Audits"), including, but not limited to, each sales, occupation, and use tax ordinance, license, service fee, contract, franchise agreement, intergovernmental agreement, payment in lieu of taxes, and any and all expenses imposed by or upon the Customer within the Customer's corporate boundaries, and as permitted by the Customer's ordinances and state or federal law, including those revenues, whether levied, imposed, or administered by the Customer, elsewhere locally, by the state or federal government, taxpayers, remitters, or those that should be remitting any funds or savings to the Customer ("Auditee(s)"), revenues and expenditures related to (and where applicable), but not limited to the following:
 - i. Electricity providers and/or consumers
 - ii. Natural gas providers and/or consumers
 - iii. Multichannel video (i.e. cable) franchise fees and service fees and/or consumers
 - iv. Telecommunications (i.e. phone, fiber, wireless, etc.) providers and/or consumers
 - v. Water, sewer, and/or stormwater providers and/or consumers
 - vi. Waste or refuse hauling providers and/or consumers
 - vii. Fuel providers and/or consumers, oil and gas well drilling and production, and oil and gas pipelines in right-of-way
 - viii. Locally imposed, levied, and/or administered charges, fees or fines
 - ix. Locally imposed and/or administered Business Licenses, Registrations, or Occupation Taxes
 - x. Locally imposed and/or administered Residential Rental Licenses
 - xi. Taxpayers subject to Property Taxes and Levies
 - xii. Taxpayers subject to Vehicle Related Fees or Taxes (i.e. Wheel Tax, Rental Tax, etc.)
 - xiii. Taxpayers subject to Local Amusement or Entertainment Taxes
 - xiv. Taxpayers subject to Business License and/or Registration Fees
 - xv. Taxpayers subject to the Food & Beverage, Restaurant, or Places of Eating Tax
 - xvi. Taxpayers subject to Liquor Licenses and/or Taxes
 - xvii. Fixed Location taxpayers subject to Hotel Occupation/Use Taxes
 - xviii. Online travel companies and short-term online rental management platforms taxpayers subject to local occupation/sales/use taxes
 - xix. Taxpayers subject to Real Estate Transfer Taxes
 - xx. A review of revenues distributed to the Customer by the state, including reviewing state distributions and address designations for sales tax, remote sellers sales tax, service taxes, use taxes, and service use taxes.
 - xxi. Should the Customer own or operate its own utilities including, but not limited to, electric, natural gas, water or other utilities, Azavar shall also review and audit the revenues and expenses of those Customer owned or operated utilities.
 - (b) The purpose of each Audit is to determine past, present, and future taxes, license fees, service fees, or any other recoveries, refunds, monies or revenue owed to the Customer that were not properly attributed to the Customer or were not properly paid or collected and to determine future taxes, franchise fees, and other monies owed to the Customer not previously counted so that Customer can collect these past, present and future monies. Federal and state law, the Customer's own local ordinances and databases, any agreements, contracts or bills between Customer and Auditee are used by Azavar to conduct the Audits and Azavar will present to Customer in writing during the course of the Audits reports detailing compliance findings and findings of monies paid, due, or potentially due to the Customer for review by the Customer per Auditee ("Findings"). Where already allowable by existing Customer contracts or agreements or federal, state, or local laws or ordinances, this Statement of Work authorizes Azavar to correct any prospective errors and make a reasonable effort to collect monies due to the Customer under such applicable laws, local ordinances, or contracts. Additionally, Azavar shall regularly monitor all revenues and related expenditures monthly during the Term of this Agreement and shall make any corrections accordingly. Azavar shall review Customer ordinances and shall present Findings to Customer to maximize Customer revenues as part of the Audits, and where such Findings require a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to in writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section of this Statement of Work, including wherein the Findings require any amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days;
 - (c) Customer hereby represents that it is not engaged in any Audits as contemplated under this Statement of Work and shall therefore pay Azavar the fees set forth in this Agreement for any Findings made by Azavar. Customer agrees during the Term of this Statement of Work that shall not initiate or engage in any Audits, changes to any ordinances related to any Audits, or execution or renewal of any contracts or agreements related to any Audits as contemplated under this Statement of Work without Azavar's prior written consent;
 - (d) In order to perform the Audits, Azavar shall require full access to Customer records and Auditee records. Customer shall use its authority as necessary to assist in acquiring information and procure data from Auditees. Customer agrees that it shall cooperate with Azavar, provide any documentation and records requested by Azavar, and provide continued access (prior to, during, and following any Audits) to documentation and records, and shall engage in meetings with Auditees when requested by Azavar. Customer shall notify Azavar of an Auditee communications or requested meetings with Customer and shall include Azavar in said communications and meetings. Customer shall also designate one (1) professional staff member to be the Customer's Primary Contact;

Attachment: 2020-126 RES Auth Contr with Azavar Audit Solutions signed (2395 : 2020-126 RES Authorizing Contract with Azavar Audit

- (e) During the course of each Audit, Azavar may find that rather than being owed past due funds, the Customer owes funds erroneously paid to the Customer. In this case, Azavar will immediately terminate its Audit for that specific Auditee and will document the error and provide the Customer with information necessary to correct the error. Azavar shall have no liability to Customer for these errors or actions arising from Azavar's or Customer's knowledge thereof;
- (f) Customer acknowledges that each Auditee is a separate entity that is not controlled by Azavar and therefore Azavar cannot predict all the steps or actions that an Auditee will take to limit its responsibility or liability during an Audit. Should Customer negotiate, abate, cancel, amend, delay, or waive by any means all or a portion of funds identified as payable to Customer during an audit, Customer shall pay Azavar expenses and fees for that Audit in addition to any applicable contingency fees for any Findings that were identified by Azavar or by its Audits and that would have been compensable under Section 2 of this Statement of Work;
- (g) During the Audits, Azavar will educate fee and taxpayers and provide all necessary support to onboard them to file and remit payments using Azavar software as defined in Exhibit A – Statement of Work 2;
- (h) Audit timelines and processes are set in accordance with Azavar's proprietary audit process and applicable law. The first Audit start date expected to be within no later than thirty (30) days from the date of this Statement of Work unless changed and approved by the Customer Primary Contact;
- (i) Each Audit is expected to last at least six (6) months. Each subsequent Audit will begin after payment terms and obligations have been satisfactorily met from previously completed Audits however overlapping Audit work may take place at the discretion of Azavar. Audit status meetings will be held regularly via phone, email, or in person throughout the course of the Audits between Azavar and the Customer Primary Contact and will occur approximately every quarter;
- (j) Jason Perry, Local Government Revenue Compliance Audit, Maximization, and Monitoring Program, and Azavar specialists will be audited under this Statement of Work. All Azavar staff or subcontractors shall be supervised by the Azavar Program Manager.

2. PAYMENT TERMS.

- 2.1 Customer shall compensate Azavar the fees set forth in this Statement of Work on a contingency basis. If applicable, Azavar shall submit an invoice to Customer on a monthly basis detailing the amounts charged to Customer pursuant to the terms of this Statement of Work. Should Customer negotiate, abate, cancel, amend, delay, or waive, without Azavar's written consent, any tax determination or Findings that were identified by Azavar or by its Audits where such Findings were allowed under the law at the time the tax determination or Findings were made, Customer shall pay to Azavar applicable contingency fees for the total said tax determination or Findings at the rates set forth below and for the following thirty-three (33) months. If Customer later implements during the subsequent thirty-three(33) months any Findings Customer initially declined based on Azavar programs or recommendations, Azavar shall be paid by Customer its portion of the savings and/or recoveries over the following thirty-three (33) months at the contingency fee rates set forth below.
- 2.2 For Audits pertaining to Hotel Occupancy Tax (under Paragraph 1.(a).xvii) Customer shall compensate Azavar \$950.00 per Audit of each fixed location occupancy tax Auditee. For the purposes of compensation, the Audit of online travel companies, facilitators, and short-term occupancy rental management platforms (e.g., AirBnB and HomeAway) shall be compensable under Paragraph 2.3. Customer shall pay fifty percent (50%) of the fee per Audit upon Audit initiation and fifty percent (50%) of the fee per Audit upon delivery of Findings for each Audit. Should Customer opt to have Azavar submit reports to the State Comptroller, in accordance with HB 2048, Customer shall compensate Azavar \$250.00 per filing.
- 2.3 For Audits pertaining to prospective short-term online rental management platform, and/or online travel company Findings (under Paragraph 1.(a).xviii and xvii) and sales and use tax, Customer shall pay Azavar an amount equal to twenty-two (22) percent of any new revenues, savings or prospective funds recovered per account or per Auditee for twenty-two (22) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to twenty-two (22) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent twenty-two (22) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.4 For Audits pertaining to water, sewer, and/or stormwater provider franchise fee Findings (under Paragraph 1.(a).v), Customer shall pay Azavar an amount equal to thirty-three (33) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-three (33) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-three (33) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-three (33) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.5 For any and all other Audits and/or Findings including Solid Waste (under Section 1), Customer shall pay Azavar an amount equal to thirty-nine (39) percent of any new revenues, savings, or prospective funds recovered per account or per Auditee for thirty-nine (39) months following when funds begin to be properly remitted to the Customer. In the event Azavar is able to recover any additional savings or revenue increases for any time period, or any credits at any time, Customer will pay Azavar an amount equal to thirty-nine (39) percent of any savings, funds, and fair market value for any other special consideration or compensation recovered for or received by the Customer from any Auditee. All contingency fees paid to Azavar are based on determinations of recovery by Azavar including Auditee data and regulatory filings. All revenue after the subsequent thirty-nine (39) month period for each account individually will accrue to the sole benefit of the Customer.
- 2.6 Customer shall reimburse Azavar's travel expenses, which shall be preapproved by the Customer, in accordance with Internal Revenue Service guidelines and rules.

3. **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth below.

AZAVAR AUDIT SOLUTIONS, INC.

CUSTOMER CITY OF TEXARKANA, TEXAS

By _____

By _____

Title _____

Title _____

EXHIBIT A – STATEMENT OF WORK 2

2020-126 EXHIBIT 'A'

This Statement of Work ("Statement of Work") is made and entered into on this 15th Day of October, 2020 by and between Azavar Audit Solutions, Inc. affiliate, Azavar Technologies Corporation, an Illinois corporation having its principal place of business at 55 East Jackson Boulevard, Suite 2100, Chicago Illinois 60604 ("Azavar"), and the City of Texarkana, Texas, a Texas municipal corporation having its principal place of business at 220 Texas Boulevard Texarkana, Texas 75501 ("Customer").

WHEREBY the parties entered into a Professional Services Agreement ("Agreement") by signature by the parties attached hereto on October 15, 2020.

1. **REVENUE ADMINISTRATION SERVICES:** In addition to the Services and work defined in the Agreement, Services shall be provided substantial accordance with the below statements:

- i. **Professional Services, Ordinance Review, Analysis, and Modification:** Azavar shall review Customer ordinances and shall present any recommendations ("Findings") to Customer to maximize Customer revenues as part of the Audits, and where such Findings requires a change into the future, Azavar will only implement such change after Customer has reviewed and agreed to writing any such change. Customer understands that Findings may include, but are not limited to, changes to technology, organizational processes, process automation, Customer communication practices, Customer governing practices, and/or updates to local ordinances or the codification thereof. Customer agrees that any Findings, whether implemented in whole or in part by Azavar or the Customer, shall be fully compensable under Section 2 of the Agreement, including wherein the Findings require amendments to an ordinance and wherein the ordinance is changed. Customer agrees to review any Findings within thirty (30) days.
- ii. **Electronic Monitoring and Automated Management of Locally Authorized and Administered Tax/Fee and Any Other Revenues:** Azavar shall provide Customer for an additional fee with Services and software to continuously monitor and manage locally authorized and administered taxes, fees, and any other revenues to ensure compliance with locally authorized taxes and fees. Services to be included by Azavar are as follows: (i) Customer will have a single Azavar point of contact for inquiries or reporting issues; (ii) Regular (weekly, semi-monthly, or monthly) status calls with the assigned Azavar project manager; (iii) Defect/Enhancement reporting and tracking tool; (iv) Project management portal. Additional Services related to the software specifically to be provided to the Customer are as follows: **Tax and Fee Administration Software Module and Services**
 1. 99.7% guaranteed system uptime (including pre-arranged system maintenance schedule);
 2. Cyber liability insurance coverage and NACHA and PCI compliance;
 3. Help Desk support for Customer and Customer End Users Monday through Friday, 9am-5pm CST (excluding state and federal holidays);
 4. One (1) business day response time to support inquiries;
 5. One (1) onsite training on application for Customer staff (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 6. One (1) onsite demonstration and training for Customer End Users and taxpayers (onsite location, date, time, and duration to be mutually agreed to by Customer and Azavar);
 7. Report generation configured to the Customer's requirements in collaboration between the Customer and Azavar;
 8. Production of marketing material to communicate the Services and software to Customer End Users;
 9. Concierge Customer Service: In the event an individual Customer End User is unable to use the Azavar Software to file and pay Customer Taxes, Azavar shall be responsible for providing manual, individual support to the individual Customer End User;
 10. Delinquency reporting and regular follow up with delinquent taxpayers by Azavar Customer Service; and,
 11. Setup of an on-site kiosk (optional) within Customer facilities.
 12. Dynamic Sales Tax Reporting.

2. **IMPLEMENTATION AND USE OF AZAVAR SOFTWARE**

- 2.1 Customer agrees that it shall use Azavar developed, hosted, managed, and supported software pertaining to local government expense management, tax location management, tax filing and payment applications for locally authorized and/or administered taxes, expense proceeds, monies owed, or fees, (collectively "Taxes") and revenue monitoring, management, and reporting software ("Azavar Software" or "Software"). Customer agrees that it shall, within no more than thirty days (30) from the date of execution of this Statement of Work:
 - (a) Provide Azavar full cooperation and information necessary to immediately implement, deploy, and integrate Azavar Software with electronic filing, payment, and collection of Taxes with Customer's existing database and/or enterprise resource planning ("ERP") systems, wherein the Azavar Software is accessible on Customer's official website to users of Customer's website ("End Users") in a live and secure production environment. Customer shall identify one (1) staff person to test the Software and provide feedback to Azavar regarding the Azavar Software on a reasonably regular basis, especially during Customer onboarding on to Azavar Software. Azavar is expressly authorized by Customer to contact and work with web, Information Technology, and/or ERP providers of Customer for the purposes of implementing and updating Azavar Software as necessary. Should Customer require additional Services for implementation, configuration, customization, or integration of Azavar Software not set forth in this Statement of Work, Azavar shall provide said professional services to Customer on a time and materials basis (Azavar's blended hourly rate for said services is \$150.00/hour for the 2020 Calendar Year) at Azavar's then current rate schedule; and,
- 2.2 Azavar shall retain all rights, at its sole discretion, to recover service fees or cost(s) from Customer and/or End Users and to set reasonable prices for Customer and/or End Users. This includes, but is not limited to, reclamation of fees for ACH/EFT/eCheck processing electronic payments and shall be included in the fee per filing set forth below or for Credit/Debit Card processing fees. End Users with returned ACH/EFT/eCheck payments shall be assessed a fee of \$25.00 by Azavar and shall be retained by Azavar. Azavar shall assess End Users at a retain a service fee of three percent (3%) for any Credit/Debit Card transactions.

3. **END USER LICENSE AGREEMENT**

- 3.1 **Software License.** Azavar hereby grants a non-exclusive license to the Customer to use the Azavar Software for the purpose of payment, filing and collection of all Taxes, as well as for collection of all additional and ancillary data generated by such collections. The Customer shall not sublet, duplicate, modify, decompile, reverse engineer, disassemble, or attempt to derive the source code of said Software. The license granted hereunder shall not imply ownership by Customer of said Software, rights of the Customer to sell the Software, or rights to use said software for the benefit of others, except as provided below in Section 3.2. Customer shall not create any derivative work or product based on or derived from

Attachment: 2020-126 RES Auth Contr with Azavar Audit Solutions signed (2395 : 2020-126 RES Authorizing Contract with Azavar Audit

the Software or documentation, or modify the Software or documentation without prior written consent of Azavar. Azavar agrees that it shall install and maintain the Software during the Initial Term and for any further term as agreed upon by the parties.

2020-126 EXHIBIT 'A'

- 3.2 **Sublicense:** The license grant provided to Customer includes a limited right to allow an unlimited number of End Users to the system for the purposes of reporting, filing, and paying of all locally authorized and/or administered Taxes and revenue. Each End User shall generate a username and password and will agree to a limited end user license agreement for accessing and using the Azavar Software for the purposes of filing payment, and collection of Taxes and revenue due to Customer.
- 3.3 **Customer Data:** Azavar acknowledges that the data provided by the Customer ("Customer Data") during the use and implementation of the Software is the property of the Customer. Customer authorizes Azavar to access, import, process and generate reports ("Azavar Data") from the Customer Data with Azavar's various proprietary systems. No confidential or otherwise sensitive information will be released. Azavar owns all rights in and to the Azavar Data, including but not limited to all Intellectual Property rights that may vest in such Azavar Data. The Azavar Data shall be made available to the Customer in a format acceptable to both the Customer and Azavar.
- 3.4 **Duration, Fee, and Term:**
- 3.4.1 **Duration:** The grant of the Software License in Section 2.1 above is provided to Customer for the Initial Term and any Renewal Term to use, install, implement and deploy the Azavar Software at the license fee set forth below.
- 3.4.2 **Fee:** Customer shall pay a one-time onboarding service fee of twenty-five hundred dollars (\$2500.00) upon execution of this Statement of Work. Customer shall pay Azavar a discounted service/license fee of \$8.00 per filing for the distinct and unique locally authorized and/or administered Tax forms listed below and implemented within Azavar Software for the Customer's benefit upon execution of the Statement of Work, whether or not such Tax form(s) has yet been deployed to a live production environment. Billing of the service/license fee shall start upon deployment of Azavar Software to a live production environment. Customer agrees and authorizes that Azavar shall deploy a distinct and unique license and/or Tax form for filing and collection of each, but not limited to, Customer Tax and Fee upon execution of this Statement of Work. Azavar Sales Tax Reporting Insights & Analytics shall also be provided for an additional service fee of \$150 per month (invoiced annually). Customer may request at any time, in writing to Azavar, that Azavar implement and deploy any additional module(s). A separate fee may be applicable for additional modules.
- 3.4.3 **Discount:** Should Customer execute the Agreement and Statements of Work (1 & 2) by November 1, 2020, Azavar shall waive the one-time onboarding service fee and shall provide the first year (through September 30, 2021) of Azavar Sales Tax Reporting Insights & Analytics referenced above at no charge to Customer.

4 **LICENSE, PERMITS, AND/OR APPROVALS**

- 4.1 Azavar and Customer will work together to obtain such licenses, permits, and/or approvals ("Approvals") as necessary and required by law for the performance of the Services and implementation of the Azavar Software as provided in this Statement of Work. Customer shall be responsible for payment of all such fees or licenses necessary for said implementation.

5 **INDEMNITY**

- 5.1 **For Azavar:** Azavar shall indemnify and hold harmless Customer and its officers, officials, and employees from any liability for damage or claims for personal injury, as well as from claims of breach of confidentiality, which may arise out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of Azavar, its officers, agents and employees under this Statement of Work.
- 5.2 **For Customer:** Customer shall indemnify and hold harmless Azavar, its officers, agents, and employees from any liability for damage or claim for personal injury, as well as from claims for breach of confidentiality or property damage which may arise from Customer's negligent acts or errors or omissions under this Statement of Work.

6 **INTELLECTUAL PROPERTY**

- 6.1 **Ownership:** Azavar owns all rights in and to the Azavar Software as well as all modifications and amendments necessary for implementation of the Azavar Software. In the event that it should be determined that any Azavar Software or related documentation qualifies as a "Work Made for Hire" under U.S. copyright law, then Customer will and hereby does assign to Azavar, for no additional consideration, all right, title, and interest that it may possess in such Services and related documentation including, but not limited to, all copyright and proprietary rights relating thereto. Upon request, Customer will take such steps as are reasonably necessary to enable Azavar to record such assignment. Customer will sign, upon request, any documents needed to confirm that the Services or any portion thereof is not a Work Made for Hire and/or to effectuate the assignment of its rights to Azavar.
- 6.2 **Proprietary Information:** As used herein, the term "Proprietary Information" means any information which relates to Azavar's Software, and processes or related services, techniques, or general business processes. Customer shall hold in confidence and shall not disclose to any other party any Proprietary Information in connection with this Statement of Work, or otherwise learned or obtained by the Customer through implementation of the Azavar Software.

- 7 **COMPLETE AGREEMENT:** This Statement of Work and the Agreement contains the entire Agreement between the parties hereto with respect to the matters specified herein. The invalidity or unenforceability of any provision of this Statement of Work shall not affect the validity or enforceability of any other provision hereof. This Agreement shall not be amended except by a written amendment executed by the parties hereto. No delay, neglect, or forbearance on the part of either party in enforcing against the other any term or condition of this Statement of Work shall either be, or be deemed to be, a waiver or in any way prejudice any right of that party under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Statement of Work to be executed in duplicate originals by their duly authorized representatives as of the date set forth above.

AZAVAR TECHNOLOGIES CORPORATION

CUSTOMER CITY OF TEXARKANA, TEXAS

By _____

By _____

Title _____

Title _____

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/10/2020 3:56 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2020-129 appointing a Mayor Pro Tem for the term beginning December 1, 2020, and ending on November 30, 2021, or until superseded by new council member appointments.

Briefing: 11/23/2020 **Public Hearing:** **Council Vote:** 11/23/2020

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Article II, Section 4 of the Texarkana city charter provides for the office of Mayor Pro Tem, who shall act at Mayor during the absence or disability of the Mayor. The Texarkana City Charter provides for the election of the Mayor Pro Tem from among the council Members.

The adoption of this resolution will appoint the Mayor Pro Tem to a term beginning December 1, 2020, and ending on November 30, 2021 or until superseded by new council member appointments.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends the election of a Mayor Pro Tem in accordance with the provisions of the City Charter.

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. 2020-129 RES Appoint Mayor Pro Tem (DOC)
- b. 2020-129 Goals & Perspectives (DOCX)
- c. 2020-129 RES Appoint Mayor Pro Tem (BH) signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	11/10/2020 3:56 PM		
City Manager	Shirley Jaster	City Manager Review Completed	11/18/2020
3:09 PM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2020
6:00 PM			

Meeting History

RESOLUTION NO. 2020 - 129

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEXARKANA, TEXAS, APPOINTING A MAYOR PRO
TEM; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Article II, Section 4 of the Texarkana City Charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor; and

WHEREAS, Article II, Section 4 of the Texarkana City Charter also provides for the election of the Mayor Pro Tem by the City Council; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds it to be in the best interest of the City to appoint an individual to the office of Mayor Pro Tem in accordance with the provisions of the City Charter; and

WHEREAS, appointment of the Mayor Pro Tem will be effective on December 1, 2020, and will continue until November 30, 2021 or until superseded by new council appointments.

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

SECTION 1: That in accordance with the terms and provisions of Article II, Section 4 of the Texarkana City Charter, the following individual is hereby elected Mayor Pro Tem:

_____.

SECTION 2: That this appointment will be for the term beginning December 1, 2020, and ending on November 30, 2021, or until superseded by new council member appointments.

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 **23rd** day of **November, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2020-129 RES Appoint Mayor Pro Tem (2409 : 2020-129 RES Mayor Pro Tem appointment)

City of Texarkana, Texas 2020-129

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-129 Goals & Perspectives (2409 : 2020-129 RES Mayor Pro Tem appointment)

RESOLUTION NO. 2020 - 129

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TEXARKANA, TEXAS, APPOINTING A MAYOR PRO
TEM; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, Article II, Section 4 of the Texarkana City Charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor; and

WHEREAS, Article II, Section 4 of the Texarkana City Charter also provides for the election of the Mayor Pro Tem by the City Council; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds it to be in the best interest of the City to appoint an individual to the office of Mayor Pro Tem in accordance with the provisions of the City Charter; and

WHEREAS, appointment of the Mayor Pro Tem will be effective on December 1, 2020, and will continue until November 30, 2021 or until superseded by new council appointments.

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

SECTION 1: That in accordance with the terms and provisions of Article II, Section 4 of the Texarkana City Charter, the following individual is hereby elected Mayor Pro Tem:

Bill Harp

SECTION 2: That this appointment will be for the term beginning December 1, 2020, and ending on November 30, 2021, or until superseded by new council member appointments.

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 **23rd** day of November, 2020.

ATTEST:

Jennifer Evans
JENNIFER EVANS, CITY SECRETARY

Bob Bruggeman
BOB BRUGGEMAN, MAYOR

6:42 p.m.

Attachment: 2020-129 RES Appoint Mayor Pro Tem (BH) signed (2409 : 2020-129 RES Mayor Pro Tem appointment)

City of Texarkana, Texas

Version: B

Update Date: 11/20/2020 8:36 AM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2020-136 approving a one-time additional at risk pay pertaining to the COVID-19 public health emergency for all eligible and essential personnel.

Briefing: 11/23/2020 **Public Hearing:** 11/23/2020 **Council Vote:** 11/23/2020

Item Schedule

Updates/History of Briefing:

Executive Summary and Background Information:

The Resolution before you, if approved, would provide a one-time payment of either \$1000 or \$2000 to each eligible employee as a means of additional compensation for the risks and hazards they faced in the course of their duty.

All city employees have faced additional risks, hazards and/or hardships as a result of the performance of their duty during the COVID-19 pandemic. Certain employees such as first responders and a few general service employees have faced extreme hazards and have had their duties substantially changed as a result of the pandemic and as such will receive the \$2,000 benefit. All other essential employees who helped maintain city services during the pandemic will receive the \$1,000 benefit. The City Manager will make the determination of which employees receive each benefit with the assistance of department directors.

The payments if approved will be included on the employees earliest regular payroll check.

The pay for employees who's work is substantially dedicated to responding to or mitigating the COVID-19 public health emergency would be covered as a reimbursable expense using CRF funds.

Other jurisdictions have provided this type of additional compensation and we believe our situation warrants the same consideration. Most notably Bowie County recently approved hazard pay for members of the Sherriff's Department, and Miller County approved pay for all county employees.

Potential Options:

- Approve the Resolution
- Deny the Resolution

Fiscal Implications:

City of Texarkana, Texas

Grant funded (initial outlay not to exceed \$830,000 with anticipated reimbursement from CARES Act funds)

Staff Recommendation:

Approval

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

Attachments

- a. 2020-136 RES authorizing at risk pay to employees (DOC)
- b. 2020-136 Goals & Perspectives (DOCX)
- c. 2020-136 RES one time at risk pay signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	11/19/2020 4:25 PM		
Planning and Community Development	David Orr	Review	Completed
	11/19/2020 5:03 PM		
City Manager	Shirley Jaster	City Manager Review Completed	11/19/2020
5:30 PM			
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			11/23/2020

Meeting History

RESOLUTION NO. 2020 - 136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A ONE-TIME ADDITIONAL AT RISK PAY PERTAINING TO THE COVID-19 PUBLIC HEALTH EMERGENCY FOR ALL ELIGIBLE AND ESSENTIAL PERSONNEL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has battled the COVID-19 public health emergency for several months; and

WHEREAS, the City of Texarkana, Texas, has continued to provide essential services to its citizens despite the additional risks/hazards employees face; and

WHEREAS, City personnel have selflessly performed their duties, thus facing great personal risk in responding to the COVID-19 pandemic; and

WHEREAS, the Texas Department of Emergency Management (TDEM) has determined hazard pay eligibility for employees who have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the City Manager recommends, and the City Council approves, that eligible and essential personnel receive a one-time additional pay for the risks/hazards they face in responding to the COVID-19 pandemic.

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

SECTION 1: That each eligible and essential employee receive a one-time additional hazard pay benefit of either \$1,000 or \$2,000, with eligibility as determined by the City Manager according to Texas Department of Emergency Management (TDEM) guidelines, to be paid on the earliest possible regular payroll check.

SECTION 2: That the payments authorized in Section 1 of this Resolution shall be made in anticipation of the City securing reimbursement from the Texas Department of Emergency Management (TDEM) CARES Act Funds.

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 23rd day of November, 2020.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2020-136 RES authorizing at risk pay to employees (2420 : 2020-136 RES COVID-19 one time at risk pay)

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2020 - 136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A ONE-TIME ADDITIONAL AT RISK PAY PERTAINING TO THE COVID-19 PUBLIC HEALTH EMERGENCY FOR ALL ELIGIBLE AND ESSENTIAL PERSONNEL; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has battled the COVID-19 public health emergency for several months; and

WHEREAS, the City of Texarkana, Texas, has continued to provide essential services to its citizens despite the additional risks/hazards employees face; and

WHEREAS, City personnel have selflessly performed their duties, thus facing great personal risk in responding to the COVID-19 pandemic; and

WHEREAS, the Texas Department of Emergency Management (TDEM) has determined hazard pay eligibility for employees who have been substantially dedicated to mitigating or responding to the COVID-19 public health emergency; and

WHEREAS, the City Manager recommends, and the City Council approves, that eligible and essential personnel receive a one-time additional pay for the risks/hazards they face in responding to the COVID-19 pandemic.

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

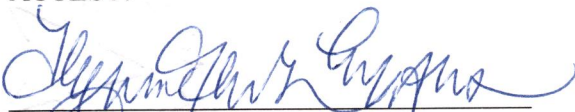
SECTION 1: That each eligible and essential employee receive a one-time additional hazard pay benefit of either \$1,000 or \$2,000, with eligibility as determined by the City Manager according to Texas Department of Emergency Management (TDEM) guidelines, to be paid on the earliest possible regular payroll check.

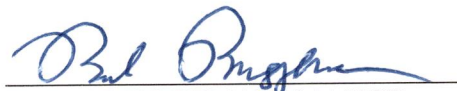
SECTION 2: That the payments authorized in Section 1 of this Resolution shall be made in anticipation of the City securing reimbursement from the Texas Department of Emergency Management (TDEM) CARES Act Funds.

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 23rd day of November, 2020.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:51 p.m.

Attachment: 2020-136 RES one time at risk pay signed (2420 : 2020-136 RES COVID-19 one time at risk pay)

City of Texarkana, Texas

Version: D

Update Date: 11/5/2020 4:30 PM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,
Resolution No. 2020-138 supporting The Texarkanan (former Texarkana
National Bank building) redevelopment project, authorizing use of additional
EPA cleanup funds to any person or entity allying with Texarkana Renewal
Properties, LLC for the project, and authorizing the City Manager to execute
Subject: any and all loan documents or other documents necessary for the project.

Briefing: 11/23/2020 **Public Hearing:** 11/23/2020 **Council Vote:** 11/23/2020

Item Schedule

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

Updates/History of Briefing:

Previous Resolution 2020-051 approved the Phase I EPA Loan of \$400,000.00 to cover the exterior asbestos abatement and begin interior abatement of the former Texarkana National Bank Building and Parking Garage, focusing first on completing abatement of the bank building. Exterior abatement was necessary during Phase I of the project to enable the borrower to apply for state and/or federal historic designation; thereby, opening more funding streams for the redevelopment of the project. Completion of environmental abatement will encompass two Phases and this second loan an amount up to \$500,000 will help to cover the cost of the second Phase with the end result being the bank building abated and shovel ready for redevelopment, preserving historic elements, improved Downtown air quality and moving our EPA RLF Program in line for additional funding.

Executive Summary and Background Information:

The entire project includes restoration and redevelopment of two sites, the former Texarkana National Bank Building located at 100 W. Broad Street and the Parking Garage Property located on the SW corner of W. 3rd and Pine Street.

The former Texarkana National Bank building was originally constructed in 1914 with additions made in 1924 and 1962. The building contains 56,250 sq. ft, and at eight (8) stories, is the second tallest building downtown.

The goal is to redevelop the building with meeting space and offices on the ground level, apartments throughout the remaining floors with a restaurant included on the fifth floor. Recent developments over the past several years included a Phase 1 EPA Brownfield Site Assessment completed in the Summer of 2011 and updated in December 2019, and Phase II Brownfields Environmental Site Assessment completed in April 2013, making the project eligible for EPA Revolving Loan funds.

The former parking garage property consists of a 0.32-acre parcel of land with a five-story 44,000+ sq. ft. parking garage and associated basement, office, and retail spaces. The parking garage was constructed in 1960.

City of Texarkana, Texas

The goal is to revitalize the parking garage for parking and storage, and to revitalize the retail space maintaining the retail use. The parking facility will be private parking for residents of the redeveloped Texarkanan.

Following City and EPA guidelines, Texarkana Renewal Properties, LLC let bid for the environmental abatement and received five (5) competitive bids. Texarkana Renewal Properties, LLC is still reviewing the bids and expect to award by November 6, 2020. This additional abatement funding will cover the cost to abate the bank building and may begin the parking garage as well.

In addition to this supplemental EPA RLF Loan up to \$500,000 and up to \$80,000 for onsite environmental monitoring, City commitments to date include a \$400,000 EPA RLF Loan to begin abatement on the bank building; two façade loans totaling \$100,000; two façade grants totaling \$10,000. The City's EPA Grant will also cover the cost of the city's Qualified Environmental Professional (QEP) for environmental oversight estimated at \$20,000.

Potential Options:

- Approve
- Deny

Fiscal Implications:

EPA Brownfields Cleanup Loan up to \$500,000; EPA Brownfields Onsite Monitoring Funds \$80,000

Staff Recommendation:

The developer is proposing a multiple phase approach for the redevelopment of this property that includes removal of the exterior façade and beginning interior environmental cleanup as phase one. The phase one work will reveal the original brick façade to qualify for historic tax credits. Phase two will include completing abatement and actual construction work for the redevelopment of the property. Due to the complexity and multiple phasing of the development and financing plan, this loan is considered high risk. However, this development is important to the City's continued support of downtown revitalization efforts and the development is located in a federally qualified Opportunity Zone. Furthermore, the developer has a positive track record with other downtown properties. As a result, staff recommends approval with the following terms and conditions:

1. EPA Brownfields Cleanup loan(s) up to \$500,000.00 for a project involving the formerly Texarkana National Bank building with a 12-year term. No interest for one year with interest only in years 2 and 3 with principle and interest due years 4-12. Interest rate will be set at the 10-year treasury rate plus 1%. EPA loans 1 & 2 total \$900,000 in loan support.
2. Developer will follow all applicable City Building Codes along with all EPA Brownfield Program terms and conditions. Developer will ensure work is protective of human health & the environment including but not limited to adherence to approved EPA cleanup plans, approved EPA closure reports and Davis-Bacon requirements.
3. The lender will withhold ten percent (10%) of each payment requested as a retainage until any **EPA Agency or Lender required closure reports are received and approved by the Agency.**
4. As recommended by the RLF Loan Committee, Borrower will secure a \$20,000 contingency fund in a checking account at Commercial National Bank to be applied to

City of Texarkana, Texas

the last abatement invoice in the event a shortfall exist or will be returned to the borrower if all cost are covered. Borrower may appeal to the RLF Loan Committee to release those funds during the project.

5. Collaterally assign rents and leases at the properties known as former Texarkana National Bank located at 100 W. Broad Street and former Parking Garage/Key Shop located at 217-223 Pine Street.
6. Execute a Personal Guarantee for the Loan and a Guarantee of Completion.
7. Developer provide additional letters of financial commitment and an updated proforma after abatement is complete and prior to redevelopment beginning.

Advisory Board/Committee Review:

EPA Revolving Loan Program (RLF) Committee

Board/Committee Recommendation:

November 2, 2020

EPA Revolving Loan Program RLF Committee recommended approval with staff terms and conditions

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2020

Attachments

- a. 2020-138 RES Auth City Manager to enter into agreements Texarkana National Bank (DOCX)
- b. 2020-138 ATTH 01 RLF Committee Nov 2 2020 Minutes (PDF)
- c. 2020-138 ATTH 02 Texarkana Renewal Properties Agreement v2clean agrmt ExA ExBfinal (DOCX)
- d. 2020-138 ATTH 03 ATTACHMENT C Note (PDF)
- e. 2020-138 ATTH 04 ATTACHMENT D Security Agreement (DOCX)
- f. 2020-138 ATTH 05 Guaranty(PDF)
- g. 2020-138 ATTH 06 Ex F - H (PDF)
- h. 2020-138 ATTH 07 Guaranty of Completion Developer (PDF)
- i. 2020-138 Goals & Perspectives (DOCX)
- j. 2020-138 RES EPA RLF Loan Agr Former TNB & P. Gar signed (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	10/30/2020 8:04 AM	
Finance Department	Kristin Peoples	Finance Review
8:49 AM		Completed 10/30/2020
City Manager	Shirley Jaster	City Manager Review
4:43 PM		Completed 11/05/2020
City Council	Jennifer Evans	Meeting
6:00 PM		Completed 11/09/2020

Meeting History

City of Texarkana, Texas

11/09/20

City Council MOVED FORWARD

Next: 11/23/20

RESOLUTION NO. 2020-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING USE OF ADDITIONAL EPA GRANT FUNDS FOR ENVIRONMENTAL ABATEMENT AND MONITORING AS PART OF THE TEXARKANA RENEWAL PROPERTIES, LLC, REDEVELOPMENT PROJECT FOR THE FORMER TEXARKANA NATIONAL BANK AND PARKING GARAGE PROPERTIES; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL LOAN DOCUMENTS OR OTHER DOCUMENTS NECESSARY FOR THE ENVIRONMENTAL ABATEMENT OF THIS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2020-051, the City Council approved and stated its support of the business plan of the Texarkana Renewal Properties, LLC, redevelopment project of the former Texarkana National Bank and Parking Garage properties; and

WHEREAS, supplemental grant funds were received from the United States EPA and are available specifically for environmental abatement on this project; and

WHEREAS, City staff and the RLF Loan Committee approved by unanimous vote EPA Brownfields Revolving Loan Fund loan(s) up to \$500,000 for environmental abatement; and

WHEREAS, City staff and the RLF Loan Committee approved by unanimous vote EPA Brownfields Grant funds to be used for onsite environmental monitoring up to \$80,000; and

WHEREAS, Texarkana Renewal Properties, LLC is preparing applications for tax credit opportunities and PACE loans; and

WHEREAS, the City Council intends by this resolution to approve the use of the supplemental EPA grant funds for environmental abatement and monitoring on the project, with stipulations recommended by Staff and RLF Loan Committee, and to authorize the City Manager to execute any and all additional loan documents or other documents necessary for environmental abatement and monitoring of the project sites to Texarkana Renewal Properties, LLC, and/or any person or entity allying with Texarkana Renewal Properties, LLC for the project.

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

SECTION 1: The City Council approves the use of additional EPA grant funds, as recommended by City staff and the RLF Loan Committee, for environmental abatement and monitoring of the Texarkana Renewal Properties, LLC, redevelopment project of the former Texarkana National Bank and Parking Garage (specifically, utilizing EPA Brownfields Revolving Loan Fund loan(s) up to \$500,000 for environmental abatement and EPA Brownfields Grant funds for onsite environmental monitoring up to \$80,000).

SECTION 2: The City Council authorizes the City Manager to execute any and all loan documents or other documents necessary to Texarkana Renewal Properties, LLC, and/or any person or entity allying with Texarkana Renewal Properties, LLC for the environmental abatement and monitoring of the project sites as approved in Section 1 of this Resolution.

SECTION 3: While this Resolution pertains to the same project approved by the City Council in Resolution No. 2020-051, this Resolution makes no changes to said resolution.

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 **23rd day of November, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

**City of Texarkana, Texas
EPA Revolving Loan Program
RLF Committee Meeting
November 2, 2020, 3:00 p.m.
Via Zoom Meeting 985 1052 5237**

Members Present:

Diane Martin
Philip Mobley
Jerry Sparks
Kayla Wood
Mike Malone

City Representatives:

David Orr
Kristen Peebles
Daphnea Ryan
Jo Thomason
Lisa Thompson

Developer(s) Present:

David Peavy

The City of Texarkana, Texas presented one loan application for EPA Brownfields Revolving Loan Fund from Texarkana Renewal Properties, LLC. The loan is to cover the second phase of environmental cleanup of the former Capital One/Texarkana National Bank Building located at 100 W. Broad Street and the old parking garage and retail space located at 217-223 Pine Street with the initial focus on the bank building. The applicant requested \$456,500 in this second loan application. The City's Brownfields Grant covers environmental oversight and the borrower is also in discussion with the City requesting EPA Brownfields funds cover on site environmental monitoring. Daphnea Ryan, Grant Administration Manager, advised the Committee this could be accomplished by reducing his loan amount to enable the City grant funds to cover all aspects of environmental monitoring and oversight, or increasing his loan amount to offer more funding to bridge that gap. Ms. Ryan advised that more consideration and discussion with the City's environmental consultant is needed to determine the best route to take for the Brownfields Program as well as the project. Ms. Ryan asked the Committee to consider a varying loan amount not to exceed \$500,000.00 to allow both options.

Developer, Texarkana Renewal Properties, LLC, represented by David Peavy provided an overview of the planned project, answered questions, and exited the meeting. The Committee discussed the loan request, interest rate, other funding sources, applicant's proforma, restricting timeline of developers fees, and contingency options. Committee members recognize the hazards of asbestos and lead-based paint and acknowledged the benefit to the community to ensure the completion of environmental abatement. The committee agreed for a successful redevelopment and the ability of the developer to secure additional funding, full assistance with environmental abatement is essential. The Committee also recognized the sources do not cover the uses and discussed requiring a contingency fund as part of the personal guarantee. After full discussion, Dianne Martin made a motion to approve an EPA RLF loan up to \$500,000.00, with developer securing a \$20,000 contingency fund in a checking account at Commercial National Bank that would go toward the last abatement invoice in the event a shortfall exist to complete the abatement and would be returned to developer if a shortfall did not occur; and require a 10% retainage in each invoice, all of which is contingent upon adherence to staff recommendations and terms outlined in Attachment I. The motion was seconded by Mike Malone and passed by unanimous vote.

Meeting adjourned at 4:21 p.m.

ATTACHMENT I

Texarkana Renewal Properties EPA & City RLF Application

Staff Recommendations

The developer is proposing a multiple phase approach for the redevelopment of this property that includes removal of the exterior panels, roof encapsulation, then moving to interior environmental abatement. The phase one work will reveal the original brick façade to qualify for historic tax credits. Environmental abatement will create a segue to actual construction work for the redevelopment of the property. Due to the complexity and multiple phasing of the development and financing plan, this loan is considered high risk. However, this development is important to the City's continued support of downtown revitalization efforts and the development is located in a federally qualified Opportunity Zone. Furthermore, the developer has a positive track record with other downtown properties. As a result, staff recommends approval with the following terms and conditions:

1. EPA Brownfields Cleanup loans up to \$500,000.00 for a project involving the formerly Texarkana National Bank building with a 12-year term. No interest for one year with interest only in years 2 and 3 with principle and interest due years 4-12. Interest rate will be set at the 10-year treasury rate plus 1%.
2. Developer will follow all applicable City Building Codes along with all EPA Brownfield Program terms and conditions. Developer will ensure work is protective of human health & the environment including but not limited to adherence to approved EPA cleanup plans, approved EPA closure reports and Davis-Bacon requirements.
3. The lender will withhold ten percent (10%) of each payment requested as a retainage until any **EPA Agency or Lender required closure reports are received and approved by the Agency.**
4. As recommended by the RLF Committee, borrower will secure a \$20,000 contingency fund in a checking account at Commercial National Bank to be applied to the last abatement invoice in the event a shortfall exist or will be returned to the borrower if all cost are covered. Borrower may appeal to the RLF Loan Committee to release those funds during the project.
5. Collaterally assign rents and leases at the properties known as former Texarkana National Bank located at 100 W. Broad Street and former Parking Garage/Key Shop located at 217-223 Pine Street.
6. Execute a Personal Guarantee for the Loan.
7. Developer provide additional letters of financial commitment and an updated proforma after abatement is complete and prior to redevelopment beginning.

**BROWNFIELD REVOLVING LOAN FUND
LOAN AGREEMENT
BETWEEN THE CITY OF TEXARKANA AND
TEXARKANA RENEWAL PROPERTIES, LLC**

I. PARTIES

THIS AGREEMENT is made and entered into on _____ (LOAN AGREEMENT DATE), by and between Texarkana Renewal Properties, LLC, hereinafter referred to as the "BORROWER," and the City of Texarkana, Texas, hereinafter referred to as "LENDER."

II. DEFINITIONS

Property – Real property located in the City of Texarkana, Texas at 100 W. Broad Street, Texarkana, Bowie County, Texas, the "Former Texarkana National Bank" building and site containing .22 acres more or less, and at 217 – 219 Pine Street, Texarkana, Bowie County, Texas, the former Parking Garage containing .32 acres more or less, both as more specifically set forth in Attachment A, and owned by the Borrower. (The "Former Texarkana National Bank" and "Parking Garage" are collectively referred to herein as the "Properties.")

Project– The remediation of petroleum products and/or hazardous substances, including petroleum and metal contaminants in soil, and asbestos and lead based paint in the buildings, from the Properties in accordance with the selected Cleanup Plan.

Cleanup Plan - Voluntary Cleanup Program Response Action Plan (RAP), Corrective Action Plan (CAP), or another LENDER and Agency approved cleanup plan.

Borrower – Texarkana Renewal Properties, LLC, 105 Olive Street, Apt G, Texarkana, AR 71854.

Agency–The Texas Commission of Environmental Quality (TCEQ) Voluntary Cleanup Program (VCP), the Texas Department of State Health Services, or other State or Federal Agency providing remediation oversight in cooperation with the City of Texarkana.

Contractor – The general contractor for remediation or other contractors hired by the Borrower through a competitive bid process approved by the Lender and EPA.

Consultant – The environmental consultant hired by the Lender.

CERCLA– Comprehensive, Environmental Response Compensation and Liability Act, Brownfields Revitalization Act (CERCLA 42 U.S.C. § 9601–9675).

BRLF– The City of Texarkana Brownfields Revolving Loan Fund (per Cooperative Agreement No BF00F-62501 between the City of Texarkana and the United State Environmental Protection Agency (USEPA).

Eligible Expenses – Expenses paid or incurred by the Borrower to complete the Project, but only to the extent such expenses are deemed eligible for reimbursement/disbursement from the Revolving Loan Fund under applicable EPA guidance, agreements, rules, and regulations. Eligible Expenses are discussed in Attachment B and Attachment G.

ABCA – Analysis of Brownfields Cleanup Alternatives

QAPP – Quality Assurance Project Plan

III. REPRESENTATIONS AND WARRANTIES

WHEREAS, the LENDER is the recipient of a USEPA grant to establish a Brownfields Revolving Loan Fund (BRLF) and is authorized to make certain loans from these funds (Loan Fund) pursuant to the Small Business Liability Relief and Brownfields Revitalization Act, Section 104(k) of CERCLA, 42 U.S.C. 9604(k), and as a condition of awarding the Grants, the USEPA has placed requirements on the use of the Grants as documented in Cooperative Agreement numbered BF00F-62501; and

WHEREAS, the LENDER is responsible for the proper expenditure of loan funds; and

WHEREAS, BRLF funds are to be used to undertake cleanup of Brownfields sites by making loans to parties willing to undertake cleanup of these sites; and

WHEREAS, the BORROWER will own during the life of this agreement by way of fee simple title to certain real property located in Texarkana, Texas (the Properties), which Properties are more particularly described in Attachment A, attached hereto; and

WHEREAS, the Properties are contaminated with petroleum and/or hazardous substances, including asbestos and lead based paint, as defined by CERCLA; and

WHEREAS, Borrower shall retain the services of a general contractor (Contractor) to perform or subcontract all work to be performed under this Agreement (the "Work"); and

WHEREAS, Borrower shall further retain the services of a qualified Environmental Consultant that shall be on site daily to oversee the work, ensure all Work is in compliance with this Agreement and any applicable laws or requirements, and report to the City's Environmental Consultant as required in this Agreement; and

WHEREAS, the Properties are not listed, or proposed for listing on the National Priorities List of the EPA; are not subject to a unilateral administrative order, a court order, an administrative order on consent or judicial consent decree issues or entered into by parties under CERCLA; is not subject to jurisdiction, custody, or control by the United States government; and

WHEREAS, LENDER has determined in accordance with relevant USEPA grant requirements that the BORROWER is not potentially liable under section 107 of CERCLA for response costs on the site and that the BORROWER has not caused, contributed to, permitted or exacerbated the release of hazardous substances, pollutants or contaminants on, or emanating from the Properties, and continues to meet its continuing obligations and exercise appropriate care with respect to hazardous substances found at the Properties;

WHEREAS, EPA has determined that the Properties are eligible for BRLF funds; and,

WHEREAS, the BORROWER is not and has never been subject to any penalties resulting from environmental non-compliance at or on the Properties nor is the BORROWER, or its Project contractors or subcontractors currently suspended, debarred, or otherwise declared ineligible for participation in this Federal program or from the receipt of these funds.

IV. CERTIFICATIONS

NOW THEREFORE, in consideration of the covenants and promises contained herein, it is mutually agreed by and between the parties as follows:

1. The BORROWER agrees to carry out the Project and shall use Loan Funds only for eligible activities in accordance with all applicable state, local and federal laws, regulations, orders,

writs, judgments, injunctions, decrees or awards, including but not limited to the following, CERCLA § 104 (k); the Uniform Administrative Requirements of Grants and Cooperative Agreements to States and Local Governments (40 CFR Part 31); all applicable cross-cutting requirements, including those federal requirements agreed between the USEPA and the City defined by the Cooperative Agreement Number (B F-00E45801), OSHA Worker Health & Safety Standard 29 C.F.R. 1910.120; the Uniform Relocation Act, Historic Preservation Act, Endangered Species Act; and Permits required by Section 404 of the Clean Water Act; Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. 327333), the Anti-Kickback Act (40 U.S.C. 276c) and Section 504 of the Rehabilitation Act of 1973 as implemented by Executive Orders 11914 and 11250; including the applicable laws and regulations set forth on the attached Attachment G incorporated herein.

2. The BORROWER shall ensure that the cleanup is protective of human health and the environment in accordance with EPA, TCEQ and all other applicable regulations. The LENDER may change cleanup activities as necessary based on comments from the public or new information acquired.
3. The BORROWER agrees to assist the LENDER in conducting Community Involvement activities, which may include providing documents for the Community Involvement Plan, and attending public meetings at the LENDER's request.
4. The BORROWER understands and agrees that all Loan Funds provided by the LENDER shall be used to clean up the Property identified in Attachment A and that Loan Funds shall not be used for the payment of any cost or expense related to site assessments, except for confirmation testing and sampling in conjunction with cleanup of the site, nor for building demolition, site improvements or infrastructure unless such activities are approved and necessary to conduct the Agency approved Cleanup Plan. See Attachment B of this agreement for a list of eligible and ineligible costs and activities.
5. The BORROWER agrees to enter into and conduct cleanup activities in accordance with the terms of the TCEQ Voluntary Cleanup Program (VCP) or other TCEQ oversight authority as approved and/or required by the LENDER.
6. The BORROWER agrees to perform the Project in accordance with the selected Cleanup Plan after consideration of public comment on an Analysis of Brownfields Cleanup Alternatives (ABCA).
7. The BORROWER agrees to prepare the following Project Documents, as requested: a Cleanup Plan with detailed design and construction activities, a Project Budget and Work Schedule, including any letters of financial commitment and proformas as required by LENDER, a Quality Assurance Project Plan (QAPP) setting forth the manner and method of collecting samples, Project Completion Reports as required, and any other documents requested or required by LENDER and submitted same to the LENDER and the Agency Project Manager, for approval.
8. All changes or modifications to the Project Documents, Work Plan, Budget and/or Work Schedule initiated by the BORROWER shall be approved in writing by the Agency and LENDER and concurred by USEPA as appropriate, prior to such change or modification becoming effective. All additional costs incurred as a result of any such change orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the Project implementation, the LENDER reserves the right to revise the Project Documents.
9. The BORROWER agrees to submit a Health and Safety Plan in accordance with

Occupational Safety and Health Administration (OSHA), 29 CFR 1910.120, to the LENDER for review with the Project Documents.

10. Site security will be provided by the Contractor(s). The BORROWER agrees to allow the LENDER to erect a sign on the Property stating that the Project is being financed in part by U.S. EPA RLF Funds, and providing the appropriate contacts for obtaining information on activities being conducted at the Property and for reporting suspected criminal activities.
11. The BORROWER shall carry out (and cause Contractor and any subcontractor employed in connection with the Project to carry out) the Project in accordance with the Davis Bacon Act of 1931 (CERCLA 104(g) (1), 40 U.S.C. 276a to 276a-5 and 42 U.S.C. 3222 as set forth in CERCLA 104(g)). Compliance with the Davis Bacon Act requires payment of federal prevailing wage rates. Contractor must obtain recent and applicable wage rates from the U.S. Department of Labor and incorporate them into the construction contract.
12. The BORROWER shall document how funds are used. Separate records will be maintained for costs incurred for petroleum-contaminated and hazardous substance-contaminated areas.
13. The BORROWER further understands and agrees that any and all work performed on the Property for which Loan Funds are used and the receipt of any Loan Funds under this Agreement is conditioned upon the BORROWER's full compliance with the Project Documents and this Agreement.
14. The BORROWER agrees to conduct all procurement transactions, to the maximum extent practical, in a manner that provides for open and free competition. The BORROWER agrees to award solicitations that are the most advantageous based on price, quality, and other factors considered in the bid specifications.
15. The BORROWER has supplied the LENDER with a redevelopment plan for the property.
16. The BORROWER confirms that the Loan Application previously delivered by Loan Applicant to the LENDER fairly represents the financial condition of BORROWER; has been prepared by a certified public accountant in accordance with generally accepted accounting principles consistently applied; and, as of the date of such financial statement, and since such date, no materially adverse change in the condition or operation of BORROWER has occurred.
17. The BORROWER acknowledges and agrees that Cooperative Agreement No. BF00F-62501 between the LENDER and the USEPA is the source of BRLF Loan Capital and regulates the use of loan funds. The BORROWER further agrees to comply with the terms and conditions (Attachment G) of the Cooperative Agreement as stipulated in this agreement.

V. LOAN TERMS AND CONDITIONS

18. **Loan Period.** This agreement shall be effective upon the Loan Approval Date of _____ (the "LOAN AGREEMENT DATE"). The Loan Term shall run from the date of the first disbursement of funds for a period of ONE HUNDRED FORTY FOUR (144) MONTHS (12 years) (the "Loan End Date" or the "Loan Term").
19. **Loan Amount.** Subject to the terms and conditions of this Agreement, the LENDER agrees to lend to the BORROWER the principal sum of _____ (\$_____). The BORROWER may elect to repay the loan prior to the loan due date without prepayment penalty. The Loan Term shall begin on the date of the first disbursement of funds.

20. **Repayment.** No interest or principal payments shall be due and payable in the first year of the Loan. Interest only shall be paid annually in years two (2) and three (3) with the payment due and payable on the 1st day of the month following the expiration of 24 months and 36 months of the Loan Term respectively. Thereafter, the principal and interest shall be due and payable in annual installments in years four (4) through twelve (12) based on a 9 year amortization, utilizing the 10-year Treasury Rate (currently 0.73%), plus 1%, adjustable every 5 years, as a non-assumable loan. Payments of _____ (\$_____) will commence on the first day of the month following the expiration of the fourth year of the Loan Term, with a like payment being made annually on the same day of each year, with the balance of all outstanding principal and interest being due and payable on the first day of the month following the Twelfth (12th) year of the Loan Term. Notwithstanding the above, in the event there is a default in this Agreement any amounts due, including principal and interest, shall immediately be due and payable in full.
21. **Origination Fee and Closing Costs.** The BORROWER shall pay origination fees in the amount of zero percent (0%) of the principal amount, not to exceed \$-0-. The BORROWER shall pay all costs necessary to close the loan, including but not limited to, recording fees, title fees, and legal fees.
22. **Promissory Note.** The BORROWER's obligation to repay the Loan Proceeds shall be evidenced by the Loan Promissory Note as included in Attachment C and incorporated herein. The BORROWER shall not exceed any of the costs enumerated in the approved Project Budget without the prior written approval of the LENDER.
23. **Security.** BORROWER agrees to execute a Deed of Trust on the Properties to secure payment of this Loan. Furthermore, the principal owner of BORROWER shall execute a personal guaranty and Guaranty of Completion to secure payment of this Loan and completion of the Texarkana Bank Building project.
24. **Project Cost Share.** The BORROWER agrees that the Project Budget shall reflect at least twenty percent (20%) of Project Costs attributed as cost share funds, which may be in the form of a contribution of money, labor, material, or services from a non-federal source to be spent for eligible project costs. Cost share funds must meet all federal requirements to be considered, including, but not limited to, those requirements set forth in CERCLA Sec. 104(k)(9)(B)(iii) and 2 CFR Sec. 200.306.
25. **Disbursement.** The Loan Funds shall be payable to the BORROWER as reimbursement for eligible activities incurred based upon the progress of the work and in accordance with the approved Project Budget. Any request for reimbursement submitted for payment by the first of each month will be paid by the fifteenth of the following month, assuming the reimbursement request has been reviewed and approved for payment by the LENDER.
26. **Retainage.** The LENDER may withhold up to ten percent (10%) of each payment requested as a retainage until any Agency or Lender required closure reports are received and approved by the Agency.

VI. _CONDITIONS PRECEDENT TO LOAN

27. **Closing.** The Closing of this Loan shall be subject to:

- A. The LENDER's receipt of a property appraisal from the BORROWER satisfactory to the LENDER.
 - B. Written authorization in the form of a resolution, if a corporation, limited liability company, partnership, or other entity authorizing the loan to the BORROWER and authorizing BORROWER's representative to execute the loan documents on behalf of the BORROWER.
 - C. Evidence by the BORROWER that no outstanding taxes, fees, charges, mortgages, liens, encumbrances or other assessments have been filed or are recorded against the Property, except those liens accepted by the LENDER.
 - D. Evidence of insurance coverage as set forth in Attachment D in addition to environmental insurance such as Contractor Pollution Liability or Pollution Incident and Environmental Response Policies, incorporated herein. (COVERAGE WITH LIMITS OF LIABILITY AS DETERMINED BY LENDER). All insurance coverage required by this section shall remain in full force and effect during the term of this Agreement, and LENDER will be included as an additional insured/payee.
 - E. Identification of the BORROWER's contractor(s) and subcontractor(s) for the Project.
 - F. The LENDER's receipt of Project cost breakdown based upon estimates and prices supplied by the BORROWER's contractor(s) and subcontractor(s).
 - G. Borrower acknowledges and agrees that all funds, under this loan agreement, shall be expended prior to disbursement of any sub-grant funds.
28. **Security.** As security for the BORROWER's indebtedness to the LENDER, the BORROWER shall grant to the LENDER the security as particularly described in the attached Guarantee and/or Security Agreement as attached hereto in Attachment D, incorporated herein:
- A. A Deed of Trust on said Properties that shall be dated prior to, or concurrently herewith this Agreement;
 - B. A Lien or Security Agreement against personal property or equipment of BORROWER that shall be dated prior to, or concurrently herewith this Agreement; and
 - C. A Personal Guarantee by a corporate principal that shall be dated prior to, or concurrently herewith this Agreement.

VII. COVENANTS OF BORROWER

29. **Performance.** All Project work performed pursuant to this Agreement and with LENDER Funds shall be performed by a qualified, contractor consistent with good practices and industry standards, and licensed by applicable federal/state/county/city agencies to perform such services.
30. **Contracts.** The BORROWER shall provide the LENDER with copies of all bids and contracts for all work required under the Cleanup Plan.
31. **Project Changes.** All changes or modification to the Project or the Project Documents initiated by the BORROWER shall be approved in writing by the Agency Project Manager and the LENDER prior to such change or modification becoming effective. All additional

costs incurred as the result of Change Orders shall be the responsibility of the BORROWER. In the event that unforeseen conditions are discovered during the project implementation, the LENDER reserves the right to revise the Cleanup Plan and Project Documents.

32. **Administrative Cost Prohibition.** BORROWER is prohibited from using Loan Funds for administrative costs. Administrative costs include BORROWER loan administration, overhead, and all indirect costs not directly related to the cleanup, including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges for loan administration, overhead costs, and developer's fees. Prohibited administrative costs are included in this Loan Agreement as described in Attachment G, incorporated herein. (See also applicable OMB Circular A-122 listed in http://www.whitehouse.gov/omb/circulars/a122/a122_2004.html).
33. **Permits, licenses, inspections.** The BORROWER shall be responsible for obtaining all permits, licenses, approvals, certifications and inspections required by Federal, state or local law and to maintain such permits, licenses, approvals, certifications and inspections in current status during the term of this Agreement that may not be an eligible expense for reimbursement under the terms of the BCRLF.
34. **Site Access.** The BORROWER agrees to provide the LENDER or LENDER's representatives and the Agency Project Manager access to the site from date of execution of this Loan Agreement to completion of all cleanup actions. In the event BORROWER does not complete the cleanup, the LENDER will access the site, ensure that the site is secure and poses no immediate threat to human health and the environment, and notify EPA and TCEQ.
35. **Project Completion.** The BORROWER agrees to:
 - A. Begin the project within sixty-days (60) of this Loan Agreement and will complete all work in a timely manner in accordance with the Project Documents and Approved Budget unless otherwise approved in writing by the LENDER.
 - B. Provide documents and other technical reports relative to the cleanup to the LENDER and Agency Project Manager to confirm completion of and closeout of the cleanup action. The final closeout report shall document completed cleanup goals in compliance with the work plan, actions taken, institutional controls used (if any), resources committed, problems encountered if any cleanup goals achieved, acreage cleaned up, challenges encountered within two months of project completion
 - C. Perform all of its obligations and agreements under this Loan Agreement, the Note and the Deed of Trust securing same, and any other agreements or instruments to which the BORROWER is a party and which relate to this Loan or to the Project.
 - D. The BORROWER agrees that it shall obtain a "Certification of Completion" from the TCEQ for the Property and submit a copy to the LENDER prior to final closeout of the project.
 - E. The BORROWER agrees to submit annual Financial Status reports to the LENDER during the project, as well as a final Financial Status Report within 90 days of project completion, using such form(s) as designated by LENDER.
36. **Indemnification.** Throughout the term of this Agreement, the BORROWER agrees to protect, indemnify, defend and hold harmless, the LENDER, its officers, administrators,

agents, servants, employees, Agency Project Manager, local partners and all other persons or legal entities to whom the LENDER may be liable from, for or against any and all claims, demands, suits, losses, damages, judgments, costs and expenses, whether direct, indirect or consequential and including, but not limited to, all fees, expenses and charges of attorneys and other professionals, court costs, and other fees and expenses for bodily injury, including death, personal injury and property damage, arising out of or in connection with the performance of any work or any responsibility or obligation of the BORROWER as provided herein and caused in whole or in part by any act, error, or omission of the BORROWER, its agents, servants, employees or assigns.

37. **Signage.** The BORROWER agrees to erect a sign(s) on the Property stating that the project is being financed in part by a USEPA Brownfields Loan and in cooperation with the City of Texarkana and the TCEQ. Associated required signage must include contact for obtaining information on activities being conducted at the site and for reporting suspected criminal activities, Davis-Bacon Compliance, Health & Safety rules. Any sign(s) erected on the Project Site shall comply with all requirements of the state and local law applicable to on premise outdoor advertising.
38. **Waste.** The BORROWER shall not demolish any part of the buildings or structures located on the Property or commit any waste except as provided in the Project Documents without the prior written consent of the LENDER.
39. **Waivers.** Any forbearance by the LENDER with respect to any of the terms and conditions of this Agreement or the Promissory Note shall in no way constitute a waiver of any of the LENDER's rights or privileges granted hereunder.

VIII. EVENTS OF DEFAULT

40. The BORROWER shall be deemed to be in default under this Loan Agreement upon the occurrence of any or more of the following events:
 - A. **Assignment.** The BORROWER assigns this Agreement, the Note, or any Loan Funds advanced hereunder or any interest herein to a third party, or, if the Property or any interest therein is conveyed, assigned or otherwise transferred without the prior written consent of the LENDER;
 - B. **False Warranty.** Any representation or warranty made herein or in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or the Loan Documents shall prove to be false in any material respect;
 - C. **Repayment.** The BORROWER fails to pay any principal amount, fee or interest on the indebtedness to the LENDER after the same shall become due and payable and such failure continues beyond ten (10) business days;
 - D. **Failure to Perform.** The BORROWER defaults by failing to perform a term or condition of the Agreement, and fails to correct the default within a period of time specified in a written default notice sent by certified mail, return receipt requested, from the LENDER to the BORROWER. The LENDER may at its discretion extend the time period for correction of the default;
 - E. **Bankruptcy.** Any proceeding involving the BORROWER or the Property, commenced under any bankruptcy or reorganization arrangement, probate, insolvency, readjustment of debt, dissolution or liquidation law of the United States, or any state, but if such

proceedings are instituted, no event of default shall be deemed to have occurred hereunder unless the BORROWER either approves, consents to, or acquiesces in such proceedings, or such proceedings are dismissed within sixty (60) days of filing;

Receivership. An order, judgment or decree is entered, without the application, approval or consent of the BORROWER, by any court of competent jurisdiction approving the appointment of a receiver, trustee or liquidator of the BORROWER of all or a substantial part of its assets, and such order, judgment or decree shall continue in effect for a period of sixty (60) days.

In event of default or the BORROWER does not complete the cleanup, the LENDER will access the site, ensure that the site is secure and poses no immediate threat to human health and the environment, and notify the USEPA and the Agency Project Manager. In this event, the LENDER may: (a) terminate the Agreement; (b) increase the interest rate to ten (10) percent and make the entire outstanding principal and interest immediately due and payable; and (c) institute an action to recover damages against the BORROWER to the full extent of the law. The BORROWER hereby expressly waives any presentment, demand, protest, or notice of any kind.

IX. REPORTING, ADMINISTRATIVE RECORDS AND AUDITS

41. **Reporting.** The BORROWER agrees to provide quarterly reports in a form provided by the LENDER beginning the first quarter after the Closing Date, and, by the 15th of the month following the close of the quarter thereafter until the end of the Loan Period. The report shall contain quantitative and qualitative information related to the progress or completion of the Project and the budget; the progress and completion of the associated development, the numbers of jobs created or retained resulting from the development; the amount of property taxes paid on the site, and other information as required by the LENDER.
42. **Records Retention.** The BORROWER agrees to prepare financial and programmatic records pertaining to all matters relative to this Agreement in accordance with generally accepted accounting principles and procedures and to retain all project environmental records and supporting documentation for a minimum of three (3) years following completion of the cleanup, or upon repayment of the loan made through this Agreement, or three (3) years from the making of this record, whichever occurs last. The BORROWER shall obtain written approval from the LENDER prior to destroying any records, except records subject to audit findings shall be retained an additional three (3) years after such findings have been resolved. The LENDER may require in writing that particular records be retained by the BORROWER beyond the above period(s). The Borrower shall allow the Lender to access records relating to the loan to authorized representatives of the Federal Government.
43. **Financial Information Reporting.** The BORROWER's accounting system or financial reporting system shall:
 - A. Track the use of Loan Proceeds by eligible site-specific Project Costs.
 - B. Identify the expenditure of Loan Proceeds and all matching funds for the cleanup portion of the Project and for the associated development project.
 - C. Maintain financial and Project records that segregate expenditures based on federal or non- federal sources of funds.
 - D. Submit annual financial statement information in a form acceptable to the LENDER.

44. **Project Information.** The BORROWER agrees that it shall maintain Project information including properly executed contracts, invoices, correspondence and other documents sufficient to evidence in proper detail the nature and propriety of the cleanup and expenditures of Loan Proceeds.
45. **Monitoring/Audit.** The BORROWER agrees to permit the LENDER or its designated representative(s) to inspect and/or audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy any information the LENDER desires relevant to this Agreement. Except in the case of an emergency, the LENDER shall endeavor to provide notice to the BORROWER prior to the execution of this provision.

Or, upon request of the LENDER, and at no cost to LENDER, the BORROWER agrees to deliver the records or have the records delivered to the LENDER or its designated representative at an address designated by such party. If the LENDER or its representative finds that the records delivered by the BORROWER are incomplete, the BORROWER agrees to pay the LENDER or its representative's costs (including but not limited to, payment for time expended, payment of copy costs, and reimbursement for travel expenses to the BORROWER'S office or other location where the books or records are located) to audit or retrieve the complete records. In addition, the BORROWER agrees that Loan-related documents are subject to records access provisions of 40 CFR Parts 30 and 31 as applicable. In addition, the USEPA and authorized representatives of the Comptroller General shall have access to all loan-related documents. The LENDER shall provide notice to the BORROWER prior to execution of this provision.

X. MISCELLANEOUS

46. **Assignment.** The BORROWER shall not assign or attempt to assign directly or indirectly any of its rights under this Agreement, or under any instrument referred to herein, without the prior written consent of the LENDER. The BORROWER shall not assign all or any portion of the Property made the subject of this Agreement without the prior written consent of the LENDER.
47. **Parties to Contract.** The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement is not intended to create or vest any rights in any third party or to create any third-party beneficiaries.
48. **Amendments.** All amendments to this Agreement shall be in writing and signed by both parties hereto, and may not be supplemented or amended through the introduction of parol evidence.
49. **Performance.** It is expressly understood that a failure or delay on the part of the BORROWER in the performance, in whole or in part, or any of the terms of this Agreement, if such failure is attributable to an act of God, fire, flood, riot, insurrection, embargo, emergency or governmental orders, pandemic, regulations, priority, or other limitations or restrictions, or other similar unforeseen causes beyond the reasonable control of such party, the failure or delay shall not constitute a breach or default under this Agreement however, the BORROWER shall use its best effort to insure that the Project is completed in a reasonable time without unnecessary delay.
50. **Failure of Parties.** No failure of either party to exercise any power or right given it hereunder or to insist on strict compliance by the other party with its obligations hereunder,

and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of the other party's right to demand at any time exact compliance with the terms hereof.

51. **Representatives.** All notices, requests, instructions or other documents to be given hereunder to either party by the other shall be in writing and delivered personally or sent by certified or registered mail, postage prepaid, to the addresses set forth in this Agreement. Any such notice, request, instruction or other document shall be conclusively deemed to have been received and be effective on the date on which personally delivered or, if sent by certified or registered mail, return receipt requested, on the day mailed to the parties as follows:

TO THE LENDER:

City of Texarkana
Planning and Community Development
P.O. Box 1967
220 Texas Blvd., 4th Floor
Texarkana, Texas 75504

TO THE BORROWER:

Texarkana Renewal Properties, LLC.
105 Olive Street, Apt G
Texarkana, AR 71854

Or, to such other address as a party may subsequently specify in writing to the other party.

52. This Agreement and all covenants, agreements, representations and warranties made herein shall survive the execution of this Agreement and shall continue in full force and effect so long as the Loan Obligation is outstanding and unpaid.
53. If any provision or item of this Agreement is held invalid, such invalidity shall not affect other provisions or items of this Agreement that can be given effect without the invalid provisions or items, and to this end, the provisions of this Agreement are hereby declared severable.
54. Except for any exhibits, attachments, or other documents as may be affixed hereto, made a part hereof, and properly identified herewith, this Agreement constitutes the entire contract between the parties, and shall not be otherwise affected by any other purported undertaking, whether written or oral.
55. The BORROWER understands and agrees that any use of the Property or any activity thereon which is inconsistent with the foregoing provisions is expressly prohibited.
56. Except for applicable provisions of federal law and regulations, this Agreement and any action brought under this Agreement shall be governed by and constructed in accordance with the laws of the State of Texas.

IN WITNESS HEREOF, the undersigned representative of the BORROWER and of the LENDER certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such party to this document, as of the day and year first written above.

BORROWER:

Texarkana Renewal Properties, LLC

By _____
David Peavy, Sole Member_____
Date

LENDER:

City of Texarkana, Texas

By _____
Shirley Jaster, City Manager_____
Date

APPROVED AS TO FORM:

By: _____

Date: _____

LIST OF ATTACHMENTS

ATTACHMENT A: Property Legal Descriptions

ATTACHMENT B: Eligible and Ineligible Costs and Activities

ATTACHMENT C: Promissory Note

ATTACHMENT D: Security Agreement

ATTACHMENT E: Consent the City of Texarkana To Guarantee

ATTACHMENT F: Collateral

ATTACHMENT G: EPA Revolving Loan Fund (RLF) Terms and Conditions

ATTACHMENT H: Request for Disbursement

ATTACHMENT A Property Legal Descriptions

Texarkana National Bank Building

Site Address: 100 W. Broad Street, Texarkana, TX

Bowie County Texas Assessor's Office: PIDN: 7939; Long Account Number
03840009700

Property Description: CITY/TRIGGS ADDN LOTS 4-6, 2020-1368 02/10/20, BLK/TRACT 21,
0.22 ACRES

(Attach tax information showing Texarkana Renewal Properties, LLC ownership)

And

Parking Garage Property

Site Address: 217-223 Pine Street, Texarkana, TX

Bowie County Texas Assessor's Office: PIDN: 7937; Long Account Number
03840009300

Property Description: CITY/TRIGGS ADDN LOTS 1 & 2, 2020-1370 02/10/20, BLK/TRACT 21,
0.32 ACRES

(Attach tax information showing Texarkana Renewal Properties, LLC ownership)

Property Account Report

BOWIE CENTRAL APPRAISAL DISTRICT
Date Updated: Friday, March 27, 2020

Appraisal Year: 2020
Account Number: 03840009700 (7939-1/11950)

Owner Info

Owner Name	TEXARKANA RENEWAL PROPERTIES LLC
Mailing Address	105 OLIVE ST TEXARKANA, AR 71854
Situs Address	100 W BROAD TEXARKANA
Legal Description	CITY/TRIGGS ADDN LOTS 4 5 6 2020-1368 02/10/20 BLK/TRACT 21 0.22 ACRES

Account Info

Deed Date	2/10/2020
Owner Percentage	100.0%
Exemptions	
Deed Vol/Page	2020/1368
Last Date To Protest	5/3/2020

Property Value Information

Land	19,500
Improvements	358,606
Personal	
Mineral	
Market Value	378,106
Ag Market	
Ag Productivity	
Timber Market	
Timber Productivity	
Productivity Loss	
Homesite Cap Loss	
Appraised Value	378,106

Current Year Jurisdiction Values

Code	Jurisdiction Name	Appraised	Exemptions	Taxable
	BOWIE COUNTY T2	378,106		378,106
	TEXARKANA CITY T2	378,106		378,106
	TEXARKANA ISD	378,106		378,106
	TEXARKANA COLLEGE	378,106		378,106
	BOWIE APPRAISAL DIS	378,106		378,106

Address Correction Pending – should be 217 – 223 Pine

Property Account Report

BOWIE CENTRAL APPRAISAL DISTRICT
Date Updated: Friday, March 27, 2020

Appraisal Year: 2020
Account Number: 03840009300 (7937-1/11950)

Owner Info

Owner Name	TEXARKANA RENEWAL PROPERTIES LLC
Mailing Address	105 OLIVE ST TEXARKANA, AR 71854
Situs Address	201 PINE ST TEXARKANA
Legal Description	CITY/TRIGGS ADDN LOTS 1 2 2020--1370 02/10/20 BLK/TRACT 21 0.32 ACRES

Account Info

Deed Date	2/10/2020
Owner Percentage	100.0%
Exemptions	
Deed Vol/Page	2020/1370
Last Date To Protest	5/3/2020

Property Value Information

Land	14,000
Improvements	68,665
Personal	
Mineral	
Market Value	82,665
Ag Market	
Ag Productivity	
Timber Market	
Timber Productivity	
Productivity Loss	
Homesite Cap Loss	
Appraised Value	82,665

Current Year Jurisdiction Values

Code	Jurisdiction Name	Appraised	Exemptions	Taxable
	BOWIE COUNTY T2	82,665		82,665
	TEXARKANA CITY T2	82,665		82,665
	TEXARKANA ISD	82,665		82,665
	TEXARKANA COLLEGE	82,665		82,665
	BOWIE APPRAISAL DIS	82,665		82,665

Land Sketch

Attachment: 2020-138 ATTH 02 Texarkana Renewal Properties Agreement v2clean agrmt ExA ExBfinal [Revision 4] (2407 : 2020-138 RES Auth

ATTACHMENT B

Eligible and Ineligible Costs and Activities

Costs incurred prior to the execution of a loan or subgrant could be eligible costs if they meet all the criteria of eligible costs listed below. These would include eligible costs incurred while conducting pre-award eligible activities necessary to satisfy VCP or RLF requirements. Such eligible costs **could also be counted toward the 20% cost share** required for the loan or subgrant award.

Borrowers may fund the following activities with BRLF cleanup funds:

1. Limited site characterization including confirming the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed
2. Developing a Quality Assurance Project Plan (QAPP) as required by Part 31 and Part 30 regulations. The specific requirement for a QAPP is outlined in U.S. EPA Order 53601.1, April 1984, as amended on May 5, 2000;
3. Using a portion of a loan or subgrant to purchase environmental insurance for the site. The loan or subgrant may not be used to purchase insurance intended to provide coverage for any of the Ineligible Uses under Section C, and;
4. Conducting the voluntary remediation work identified in a Texas Commission on Environmental Quality (TCEQ)-approved Response Action Plan (RAP) or Corrective Action Plan (CAP). The RAP and/or CAP will specify all activities necessary to complete a cleanup protective of human health and the environment, together with a cost estimate for conducting the work.

Following are examples of common eligible project costs if they are part of an approved VCP agreement. Such costs include, but are not limited to:

1. Installation of fences, warning signs, or other security or site control precautions;
2. Installation of drainage controls;
3. Stabilization of berms, dikes or impoundments; or drainage or closing of lagoons;
4. Capping of contaminated soils;
5. Using chemicals and other materials to retard the spread of the release or mitigate its effects;
6. Excavation, consolidation or removal of contaminated soils;
7. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants or contaminants, including petroleum;
8. Removal of source materials, including free product recovery;
9. Containment, treatment or disposal of hazardous materials and petroleum contamination;
10. Site monitoring activities, including sampling and analysis, that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup;
11. Limited site characterization activities that are reasonable, necessary and incidental to the cleanup process, such as sampling to confirm the effectiveness of the proposed cleanup design or the effectiveness of a cleanup once an action has been completed; and
12. Costs associated with meeting public participation, worker health and safety, and

programmatic management requirements.

Following are examples of known ineligible project costs. Such costs include, but are not limited to:

1. Environmental assessment activities including Phase I and Phase II Environmental Site Assessments
2. Monitoring and data collection for permit compliance required under other federal and state laws, unless such a permit is required as a component of the cleanup action;
3. Construction, demolition, and development activities that are not integral to the cleanup actions (e.g., marketing of property or construction of a new non-cleanup facility);
4. Job training unrelated to performing a specific cleanup at a site covered by a loan or subgrant;
5. Payment of a penalty or fine;
6. To pay a federal cost share requirement (for example, a cost-share required by another Federal grant) unless there is specific statutory authority;
7. To pay for a response cost at a brownfields site for which the recipient of the grant or loan is potentially liable under CERCLA § 107;
8. To pay a cost of compliance with any federal law, excluding the cost of compliance with laws applicable to the cleanup;
9. Unallowable costs (e.g., lobbying and fund raising) under applicable OMB Circulars; and,
10. Repairing or improving public or private drinking water supplies that have deteriorated through ordinary use.

Under CERCLA § 104(k)(4)(B), administrative costs are prohibited costs under this agreement. Prohibited administrative costs include all indirect costs under applicable OMB Circulars incurred by the CAR and subgrantees.

Prohibited administrative costs for the borrower (including those in the form of salaries, benefits, contractual costs, supplies, and data processing charges) are those incurred for loan administration and overhead costs. Direct costs for loan administration are ineligible even if the borrower is required to carry out the activity under the loan agreement.

Ineligible loan administration costs include expenses for:

1. Preparation of applications for loans and loan agreements;
2. Preparing revisions and changes in the budget, workplans, and other documents required under the loan agreement;
3. Maintaining and operating financial management and personnel systems;
4. Preparing payment requests and handling payments; and
5. Audits.

Overhead costs by the borrower that do not directly clean up brownfields site contamination or comply with laws applicable to the cleanup are ineligible administrative costs. Examples of overhead costs that would be ineligible in loans include expenses for:

1. Salaries, benefits and other compensation for persons who are not directly engaged in the cleanup of the site (e.g., marketing and human resource personnel);
2. Facility costs such as depreciation, utilities, and rent on the borrower's administrative offices;

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3. Supplies and equipment not used directly for cleanup at the site;
4. Costs included by the borrower for procurement are eligible only if the procurement contract is for services or products that are direct costs for performing the cleanup, for insurance costs, or for maintenance of institutional controls; and
5. Direct costs by the borrower for progress reporting to the lender are eligible programmatic costs.

ATTACHMENT C Promissory Note

Date: _____

The undersigned Texarkana Renewal Properties, LLC ("Borrower") agrees to pay to The City of Texarkana "Lender"), as follows:

1. Promise to Pay

For value received, Borrower promises to pay to LENDER the principal amount of _____ and No/Dollars (\$_____) plus interest on the principal utilizing the 10-year Treasury Rate (currently 0.73%), plus 1%, adjustable every 5 years (1.73%)

2. Payment of Amount Due.

A. Initial Interest Payment

On NA, the Borrower shall pay to LENDER the then accrued interest.

Payment. No interest or principal payments shall be due and payable in the first year of the Loan. Interest only shall be paid annually in years two (2) and three (3) with the payment due and payable on the 1st day of the month following the expiration of 24 months and 36 months of the Loan Term respectively. Thereafter, the principal and interest shall be due and payable in annual installments in years four (4) through twelve (12) based on a 9 year amortization, utilizing the 10-year Treasury Rate (currently 0.73%), plus 1%, adjustable every 5 years, as a non-assumable loan. Payments of _____ (\$_____) will commence on the first day of the month following the expiration of the fourth year of the Loan Term, with a like payment being made annually on the same day of each year, with the balance of all outstanding principal and interest being due and payable on the first day of the month following the Twelfth (12th) year of the Loan Term. Notwithstanding the above, in the event there is a default in this Agreement any amounts due, including principal and interest, shall immediately be due and payable in full.

B. Additional Payments

Borrower may prepay all or any portion of the Amount Due at any time.

C. Payment Procedure

Each payment shall be by check payable to the order of LENDER. Each payment shall be delivered to LENDER on or before 5:00 p.m. (Central time) on the Due Date.

D. Application of Payment

The amount of each payment shall be applied in the following order: (i) to accrued interest; (ii) to any permitted delinquency or late charges; (iii) to Collection Costs; and (iv) the balance, if any, to reduce the principal amount.

3. Loan Agreement and Collateral

This Note is executed in accordance with the closing of a Loan Agreement between the Borrower and LENDER. In addition, this Note is secured by Collateral in accordance with various Related Documents, including the Deed of Trust, Personal Guaranty, and Guaranty of Completion executed of like date, executed by the Borrower or others. Rights and obligations with respect to the Collateral and rights to accelerate the Amount Due under this Note are stated in such Loan Agreement and the Related Documents. The term "Collateral" as used in this Note shall mean any funds, guarantees, or other property or rights of any nature which may have been, are, or subsequently may be, provided as security for the Amount Due. The words "Related Documents" mean and include, without limitation, all other promissory notes, credit agreements, loan agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements, and documents, now or subsequently existing, executed in connection with this Note or the Loan Agreement.

4. Delinquency Charge

If a payment is not paid in full within 15 calendar days of the Due Date, then the payment is delinquent. If a payment is delinquent, then Borrower agrees to pay a delinquency charge equal to the lesser of \$100 or 5% of the unpaid amount of each payment. Delinquency charges shall be immediately due and payable. Each delinquency charge constitutes an advance to Borrower by LENDER and shall be added to the principal amount at the time the delinquency charge is incurred. The Borrower understands that the right of LENDER to assess the delinquency charge set forth in this Section is in addition to, and not exclusive of, any right of LENDER (i) to declare this Note in default, or (ii) to enforce any other right available to LENDER at law, in equity, or by agreement.

5. Default

LENDER, at its option, may declare this Note in default and declare the entire amount of unpaid principal, plus accrued interest, as immediately due and payable if (i) Borrower is in default under any term of this Note; (ii) acceleration is permitted under the terms of the Loan Agreement or any Related Document referred to above; (iii) the Borrower does not pay any payment in full by the Due Date or other charge or expense when due; (iv) the prospect of payment, performance, or realization of Collateral is significantly impaired; or (v) the Borrower transfers, sells or assigns the Collateral or this Note without the prior written consent of Lender.

6. Payment of Costs and Expenses

The Borrower agrees to pay all costs and expenses incurred by LENDER (i) in any suit or proceeding to enforce this Note, (ii) in any suit or proceeding in which LENDER is a party and all or any portion of the Collateral is the subject matter of the suit or proceeding, (iii) in making or attempting to make collection of delinquent payments or curing any default of any debt or obligation described in this Note, (v) in any settlement negotiations, or (vi) in searching or abstracting records ("Collection Costs"). The phrase "costs and expenses" is defined to include, without limitation, attorney fees and fees of experts. The phrase "suit or proceeding" is defined to include, without limitation, administrative, arbitration, negotiation, trial, and appellate proceedings. Collection Costs constitute an advance to Borrower by LENDER and shall be added to the principal amount at the time the Collection Costs are incurred.

7. Waiver

Borrower waives presentment, notice of dishonor, and protest.

8. Governing Law, Jurisdiction, and Venue

This Note shall be construed and interpreted in accordance with the laws of the State of Texas. The courts of Texas shall have exclusive jurisdiction, and Bowie County is the proper venue.

BORROWER:

Texarkana Renewal Properties, LLC

By _____
David Peavy, Sole Member

Date

DRAFT

Deed of Trust – Security Agreement

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Basic Information

Date:

Grantor: Texarkana Renewal Properties, LLC

Grantor's Mailing Address: 105 Olive Street, Apt G., Texarkana, AR 71854

Trustee: Shirley Jaster, City Manager

Trustee's Mailing Address]: P.O. Box 1967, Texarkana, TX 75501-1967

Lender: City of Texarkana, Texas

Lender's Mailing Address: P.O. Box 1967, Texarkana, TX 75501-1967

Obligation

Note

Date:

Original principal amount: \$_____

Borrower: Texarkana Renewal Properties, LLC

Lender: City of Texarkana, Texas

Maturity date: _____

Property (including any improvements): 100 West Broad Street, Texarkana, Bowie County, Texas and 217-219 Pine Street, Texarkana, Bowie County, Texas.

Prior Lien: None.

Other Exceptions to Conveyance and Warranty:

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the

Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgagee clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2. Grantor agrees to—

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. If a default exists in payment of the Obligation or performance of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to

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Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order—

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.7. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will

apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.10. Grantor may not sell, transfer, or otherwise dispose of any Property, whether voluntarily or by operation of law, without the prior written consent of Lender. If granted, consent may be conditioned upon (a) the grantee's integrity, reputation, character, creditworthiness, and management ability being satisfactory to Lender; and (b) the grantee's executing, before such sale, transfer, or other disposition, a written assumption agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not cause or permit any Property to be encumbered by any liens, security interests, or encumbrances other than the liens securing the Obligation and the liens securing ad valorem taxes not yet due and payable without the prior written consent of Lender. If granted, consent may be conditioned upon Grantor's executing, before granting such lien, a written modification agreement containing any terms Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, an approval fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

Grantor may not grant any lien, security interest, or other encumbrance (a "Subordinate Instrument") covering the Property that is subordinate to the liens created by this deed of trust without the prior written consent of Lender. If granted, consent may be conditioned upon the Subordinate Instrument's containing express covenants to the effect that—

- a. the Subordinate Instrument is unconditionally subordinate to this deed of trust;
- b. if any action is instituted to foreclose or otherwise enforce the Subordinate Instrument, no action may be taken that would terminate any occupancy or tenancy without the prior written consent of Lender, and that consent, if granted, may be conditioned in any manner Lender determines;
- c. rents, if collected by or for the holder of the Subordinate Instrument, will be applied first to the payment of the Obligation then due and to expenses incurred in the ownership, operation, and maintenance of the Property in any order Lender may determine, before being applied to any indebtedness secured by the Subordinate Instrument;
- d. written notice of default under the Subordinate Instrument and written notice of the commencement of any action to foreclose or otherwise enforce the Subordinate Instrument must be given to Lender concurrently with or immediately after the occurrence of any such default or commencement; and
- e. in the event of the bankruptcy of Grantor, all amounts due on or with respect to the Obligation and this deed of trust will be payable in full before any payments on the indebtedness secured by the Subordinate Instrument.

Grantor may not cause or permit any of the following events to occur without the prior written consent of Lender: if Grantor is (a) a corporation, the termination of the corporation or the sale, pledge, encumbrance, or assignment of any shares of its stock; (b) a limited liability company, the termination of the company or the sale, pledge, encumbrance, or assignment of any of its membership interests; (c) a general partnership or joint venture, the termination of the partnership or venture or the sale, pledge, encumbrance, or assignment of any of its partnership or joint venture interests, or the withdrawal from or admission into it of any general partner or joint venturer; or (d) a limited partnership, (i) the termination of the partnership, (ii) the sale, pledge, encumbrance, or assignment of any of its general partnership interests, or the withdrawal from or admission into it of any general partner, (iii) the sale, pledge, encumbrance, or assignment of a controlling portion of its limited partnership interests, or (iv) the withdrawal from or admission into it of any controlling limited partner or partners. If granted, consent may be conditioned upon (a) the integrity, reputation, character, creditworthiness, and management ability of the person succeeding to the ownership interest in Grantor (or security interest in such ownership) being satisfactory to Lender; and (b) the execution, before such event, by the person succeeding to the interest of Grantor in the Property or ownership interest in Grantor (or security interest in such ownership) of a written modification or assumption agreement containing such terms as Lender may require, such as a principal pay down on the Obligation, an increase in the rate of interest payable with respect to the Obligation, a transfer fee, or any other modification of the Note, this deed of trust, or any other instruments evidencing or securing the Obligation.

E.11. When the context requires, singular nouns and pronouns include the plural.

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E.12. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.13. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.14. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.15. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.16. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.17. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.18. The term *Lender* includes any mortgage servicer for Lender.

E.19. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

Grantor:

Texarkana Renewal Properties, LLC

By _____
David Peavy, Sole Member

Date

STATE OF TEXAS

COUNTY OF BOWIE

GUARANTY AGREEMENT

FOR VALUE RECEIVED, and in consideration of the City of Texarkana, Texas (hereinafter called LENDER) extending credit to **Texarkana Renewal Properties, LLC.**, hereinafter called BORROWER (whether one or more), this Guaranty is given by the undersigned, hereinafter called GUARANTOR, whether one or more.

1. **Obligation.** GUARANTOR unconditionally, and jointly and severally as principal, guarantees to LENDER and LENDER's successors and assigns, the prompt payment to LENDER at maturity of the following described indebtedness, with all renewals, extensions, modifications, including all obligations related to said indebtedness, described as follows, to-wit:

That certain Brownsfield Revolving Loan Fund Loan Agreement of even date herewith executed by BORROWER payable to the Order of LENDER in the original principal sum of _____ (\$_____) **for property located 100 W. Broad Street and at 217-219 Pine Street, Texarkana, Texas**, with interest thereon, together with all attorneys' fees, costs, and expenses of collection incurred by LENDER in connection with any matter covered by this guaranty, and all attorneys' fees, costs, and expenses incurred by LENDER in connection with the enforcement of any obligation of any GUARANTOR hereunder.

2. **Term.** The joint and several liability of GUARANTOR shall continue until payment is made of every obligation of BORROWER now due or hereafter to become due relative to the above described indebtedness, or any other indebtedness incurred by Borrow with Lender, and until payment is made of any loss or damage incurred by LENDER with respect to any matter covered by this guaranty.

3. **Consent to LENDER's Acts.** GUARANTOR jointly and severally consents, without affecting any of GUARANTOR'S liability to LENDER hereunder, that LENDER may, without notice to or consent of GUARANTOR, upon such terms as it may deem advisable: (a) extend, in whole or in part, by renewal or otherwise, the time of payment of any indebtedness owing by BORROWER to LENDER, or held by LENDER as security for any such indebtedness; (b) release, surrender, exchange, substitute, modify, impair, or extend the period of duration, or the time for performance or payment, of any collateral securing any indebtedness of BORROWER to LENDER; (c) settle or compromise any claim of LENDER against BORROWER, or against any other person, firm or corporation, whose obligation is held by LENDER as collateral security for any indebtedness of BORROWER to LENDER; and (d) release, in whole or in part, any of GUARANTOR'S or any number of GUARANTORS, or reach any settlement, accommodation, or compromise with any one or more (but less than all) of GUARANTORS. GUARANTOR jointly and severally hereby ratifies and affirms any such extension, renewal, release, surrender,

exchange, substitution, modification, impairment, settlement, accommodation, or compromise; and all such actions shall be binding upon GUARANTOR jointly and severally, and GUARANTOR hereby waives all defenses, counterclaims, or offsets which GUARANTOR jointly and severally might have by reason thereof.

4. **Waiver.** GUARANTOR jointly and severally waives: (a) notice of acceptance of this guaranty by LENDER; (b) presentment, notice of presentment, demand for payment, protest, notice of protest, notice of dishonor, notice of intent to accelerate maturity, and notice of acceleration of maturity, of any of BORROWER indebtedness, and of the obligation of any person, firm or corporation, held by LENDER as collateral security for any of BORROWER's indebtedness; (c) notice of the failure of any person, firm, or corporation to pay to LENDER any indebtedness held by LENDER as collateral security for any indebtedness of BORROWER; (d) notice of the death, or termination of the liability hereunder for future indebtedness, of any of the GUARANTORS; and (e) all defenses, offsets, and counterclaims which GUARANTOR may at any time have to any claim of LENDER against BORROWER.

5. **BORROWER Change or Enforceability.** Should the status of BORROWER change (including, without limitation, by the incorporation of an operation owned by a BORROWER, the dissolution of a corporate BORROWER, the adjudication of mental incapacity of a BORROWER and appointment of a guardian therefor, or any other alteration of status, similar or dissimilar to any such listed example), this GUARANTY shall continue and also cover the indebtedness (then existing or thereafter arising) of the successor to such BORROWER in the new status, according to the terms hereof guaranteeing the indebtedness of the BORROWER. If any or all of the indebtedness cannot, for any reason, be enforced or becomes unenforceable, in whole or in part, against BORROWER (or any one of BORROWER), such fact shall not, in any manner, affect the liability GUARANTOR hereunder, but such liability shall remain and continue as to the entire indebtedness as if it had been fully enforceable against BORROWER.

6. **Representations by GUARANTOR.** GUARANTOR represents that, at the time of the execution and delivery of this guaranty, nothing exists to impair the effectiveness of the liability of GUARANTOR to LENDER hereunder, or to stop this GUARANTY from becoming immediately effective as the sole agreement between GUARANTOR and LENDER with respect to guaranteeing BORROWER's indebtedness to LENDER.

7. **Remedies.** LENDER may at its option proceed in the first instance against GUARANTOR, or if more than one guarantor, jointly and severally, or any one or more of them, to collect any indebtedness covered by this guaranty, without first proceeding against BORROWER; or any other person, firm, or corporation, and without first resorting to any property at any time held by LENDER as collateral security.

8. **Modification.** The whole of this guaranty is herein set forth, and there is no verbal or other written agreement, and no understanding or custom affecting the terms hereof. This guaranty can be modified only by a written instrument signed by the party to be charged therewith.

9. **Benefit.** This guaranty is delivered and made in, and shall be construed pursuant to the laws of, the State of Texas, and is binding upon GUARANTOR and her legal representatives, and

shall inure to the benefit of LENDER, its successors and assigns. It is performable in Bowie County, Texas.

IN WITNESS WHEREOF, GUARANTOR has signed this GUARANTY on the ____ day of _____, 2020.

David Peavy, Individually

DRAFT

ATTACHMENT E

Consent of TEXARKANA RENEWAL PROPERTIES, LLC to Guarantee

(1) RESOLVED, that the members of this Limited Liability Corporation named below, or any one of them, or their, or any one of their, duly elected or appointed successors in office, be and they are hereby authorized and empowered in the name and on behalf of this corporation to execute and deliver to the City of Texarkana, Texas (hereinafter called Lender), as the case may be, in the form required by Lender, the following documents: (a) Guaranty for payment of a Note evidencing an indebtedness to said Lender in a sum not to exceed in principle amount _____ (\$_____). maturing upon such date or dates and bearing interest at such rate or rates as may be prescribed by Lender; (b) any other instruments or agreements of this corporation which may be required by Lender in connection with such loans, renewals, and/or extensions.

(2) FURTHER RESOLVED, that the aforesaid members or any one of them, or their duly elected or appointed successors in office, be and they are hereby authorized and empowered to do any acts, including but not limited to the mortgage, pledge, or hypothecation from time to time with Lender of any or all assets of this company to secure such loan or loans, renewals and extensions, and to execute in the name and on behalf of this corporation and under its corporate seal or otherwise, any instruments or agreements deemed necessary or proper by Lender, in respect of the collateral securing any indebtedness of this corporation;

(3) FURTHER RESOLVED, that any indebtedness heretofore contracted and any contracts or agreements heretofore made with Lender on behalf of this corporation, and all acts of officers or agents of this corporation in connection with said indebtedness or said contracts or agreements, are hereby ratified and confirmed;

(4) FURTHER RESOLVED, that the members referred to in the foregoing resolutions are as follows:

Texarkana Renewal Properties, LLC

By _____
David Peavy, Sole Member

_____ Date

Attachment: 2020-138 ATTH 06 Ex F - H [Revision 3] (2407 : 2020-138 RES Auth CM to enter into loan agreements for former TNB)

(5) FURTHER RESOLVED, that Lender is authorized to rely upon the aforesaid resolutions until receipt of written notice of any change.

CERTIFICATION

I HEREBY CERTIFY that the foregoing is a true and correct copy of a resolution regularly presented to and adopted by the members of the Texarkana Renewal Properties, LLC, at a meeting duly called and held at _____ on the _____ day of _____, at which a quorum was present and voted, and that such resolution is duly recorded in the minutes of this company; that the members named in said resolution have been duly elected or appointed to, and are the present incumbents of, the respective members set after their respective names; and that the signatures set opposite their respective names are their true and genuine signatures.

Texarkana Renewal Properties, LLC

By _____
David Peavy, Sole Member

Date

Attachment: 2020-138 ATTH 06 Ex F - H [Revision 3] (2407 : 2020-138 RES Auth CM to enter into loan agreements for former TNB)

ATTACHMENT F Collateral

The word “collateral” means the following described property of Grantor:

COLLATERAL TO BE DETERMINED AND ADDED

Including all inventory, accounts, general intangibles, equipment, and fixtures, together with the following specifically described property:

1. All attachments, accessions, accessories, tools, parts, supplies, increases, and additions to and all replacements of and substitutions for any property described above.
2. All products and produce of any of the property described in this collateral section.
3. All accounts, general intangibles, instruments, rents, monies, payments, and all other rights, arising out of sale, lease, or other disposition of any of the property described in this collateral section.
4. All proceeds (including insurance proceeds) from the sale, destruction, loss, or other disposition of any of the property described in this collateral section.
5. All records and data relating to any of the property described in this collateral section, whether in the form of a writing, photograph, microfilm, microfiche, or electronic media, together with all of grantor’s right, title, and interest in and to all computer software required to utilize, crate, maintain, and process any such records or data on electronic media.

ATTACHMENT G
EPA Revolving Loan Fund (RLF) Terms and Conditions

DRAFT

Attachment: 2020-138 ATTH 06 Ex F - H [Revision 3] (2407 : 2020-138 RES Auth CM to enter into loan agreements for former TNB)

ATTACHMENT H Request for Disbursement

Brownfields Revolving Loan Fund Request for Disbursement

Instructions: This Disbursement Request Form should be used for all disbursements on RLF Loan projects. It is to be completed by the RLF Loan Recipient and submitted with each payment request, accompanied with the Eligible Expenses Tracking Spreadsheet and supporting information (bill or invoice).

Project Name: _____

Program Site
Number: _____

Loan Recipient: _____

Contact Person: _____

Mailing Address: _____

Phone Number: _____

Email: _____

Loan Recipient's Authorized Representative: _____

Authorized Representative's Phone Number: _____

Invoice Number: _____ Date: _____

Description of work for which claim is being made (service, fees, etc.):

Original Loan Amount: \$ _____

Amount of Request \$ _____

Cumulative Costs Incurred to Date (Including Request) \$ _____

Balance Remaining After Disbursements \$ _____

The undersigned hereby certifies that this Request is true and correct, that the claim underlying this Request is due in accordance with the Participant's Financial Assistance Agreement with the Authority, and that the services contained in such claim were procured in accordance with Indiana's public bidding laws and federal cross-cutting requirements (e.g., Davis-Bacon), if applicable.

AUTHORIZED REPRESENTATIVE SIGNATURE

Date

DRAFT

Attachment: 2020-138 ATTH 06 Ex F - H [Revision 3] (2407 : 2020-138 RES Auth CM to enter into loan agreements for former TNB)

[illegible]

COMPLETION GUARANTY

This Completion Guaranty ("Guaranty") is made as of this _____ day of _____, 2019 by David Peavy ("Guarantors") in favor of Texarkana Grim Housing Partners, LP, as Lessee ("Lessee") and in favor of the City of Texarkana, Texas, the Lender under the Loan Agreement described below, ("Lender"). Terms used but not defined herein shall have the meaning defined for those terms in the Loan Agreement described below.

RECITALS

- A. Pursuant to the Loan Agreement between The City of Texarkana, Texas ("Lender") and Texarkana Renewal Properties, LLC ("Borrower"), City has agreed to loan certain funds under its Brownsfield Revolving Loan fund.
- B. The Loan Agreement provides, as a condition precedent to the City's obligation to loan money to Borrower, that Guarantors shall enter into this Guaranty, and shall guaranty completion of the Texarkana National Bank Building Project, all under the terms and conditions set forth in this Guaranty.
- C. The Loan Agreement contemplates that a portion of the financing for the construction of the Project will be in the form of an EPA funded loan covering the remediation and renovation of the old Texarkana National Bank Building and Parking Garage located in downtown Texarkana, Bowie County, Texas. This guaranty is for the purpose of guaranteeing completion of, at a minimum, the Texarkana National Bank Building.
- D. Guarantors expect to realize direct and indirect benefits as a result of the availability of the aforementioned loan funds.
- E. This Guaranty is one of the Loan Documents described in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in order to induce City to extend loan funds to Borrower under the Loan Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged,

Guarantor hereby agrees as follows:

1. Completion Guaranty and Agreement.

Guarantor hereby guarantees that:

- a) Guarantor shall complete or cause to be completed, at a minimum, the construction of the Texarkana National Bank Building Project in conformity in all material respects with the Construction Plans, the Construction Budget, the Construction Timetable and the Loan Agreement, free and clear of material defects and, except for Permitted Encumbrances, Liens or claims for Liens for material supplied or labor or services performed in connection therewith.
- (b) If the Construction Budget is insufficient to complete the Project in accordance with the Construction Plans for any reason, including Borrower's bankruptcy, Guarantor shall promptly make or cause to be made cash contributions sufficient to permit such completion.

2. Performance of Guaranty.

In fulfilling the obligations hereunder, Guarantor hereby, irrevocably and unconditionally guarantees, promises and agrees to perform and comply (or cause Borrower to perform and comply) with all provisions and conditions of the Loan Agreement relating to

(a) the construction of the Project within the time and in the manner set forth in Construction Plans and the Construction Timetable,

(b) the payment of all costs and expenses thereof,

(c) the payment, satisfaction or discharge of all Liens (other than Permitted Encumbrances) that are or may be imposed upon or asserted against Borrower, the Project or the Project Property in connection with the construction of the Project, and

(d) the defense and indemnification of Lender against all such Liens (other than Permitted Encumbrances), whether arising from the furnishing of labor, materials, supplies or equipment, from taxes, assessments, fees or other charges, from injuries or damage to

Persons or property, or otherwise in connection with the construction of the Project. Without limiting the generality of the foregoing, Guarantor agrees

- (1) to cause any and all costs of constructing and completing the Project, including, without limitation, the costs of all labor, materials, supplies and equipment related thereto, to be paid and satisfied as the same shall become due, subject to Guarantor's right to remove any Liens arising therefrom by securing bond(s) therefor,
- (2) to cause the net amount of cost overruns to be directly or indirectly funded, paid and satisfied from Guarantor's own resources,
- (3) directly or indirectly to cause the completion of the Project in a timely, good, workmanlike and lien-free manner (except for Permitted Encumbrances), in accordance in all material respects with the terms of the Construction Plans, the Construction Budget and the Construction Timetable and
- (4) to cause all pre-operating and carrying costs of the Project, including, without limitation the payment of taxes, assessments, utilities, insurance and maintenance expenses, to be funded, paid and satisfied as the same shall become due throughout the term of this Guaranty.

3. Procedures for Completion.

- 3.1 In the event that Borrower fails to perform all of its Obligations under the Loan Agreement relating to construction of the Project, then in any such event or at any time thereafter, Lender may give written notice to Guarantor of the occurrence of such event.
- 3.2 Within ten (10) days after the date on which Lender gives any such notice to Guarantor, but subject to confirmation by Lender that any undisbursed Loans will be made pursuant to the Loan Agreement subject to the terms and conditions thereof, Guarantor, at his sole cost (exclusive of undisbursed Loans), shall commence to complete the construction of the Project and diligently

prosecute such construction to completion within the time and in the manner specified in the Construction Timetable, free of Liens (other than Permitted Encumbrances) and fully paid for, and shall defend, indemnify and hold Lender harmless from all losses, costs, liabilities and expenses, including attorneys' fees, incurred in connection with such completion. If at the date of such notice, there are no undisbursed Loans allocated to construction of the Project, Guarantor's obligations under this Section shall be absolute. If on such date there are any such undisbursed Loans, the obligations of Guarantor under this Section shall be that percentage of the remaining costs to complete the Project equal to 100% minus the percentage thereof represented by the undisbursed Loans.

3.3 If Guarantor fails to commence to complete the construction of the Project or diligently to prosecute such construction to timely completion as provided above, then in addition to all other rights and remedies that may be available to the Lender under the Loan Agreement and the other Loan Documents, at law or in equity, Lender may proceed as follows:

- (a) Lender may enter the Project Property to complete construction of the Project (either itself or through any agent, contractor or subcontractor of its selection), which option of Lender shall be exercisable whether or not Lender elects to proceed judicially or non-judicially to foreclose on all or any portion of the Collateral.
- (b) Lender, at its option and in accordance with the Loan Agreement and the other Loan Documents, shall have the right, but shall have no obligation, to proceed judicially or non-judicially to foreclose on or any portion of the Collateral, exercisable whether or not Lender elects to undertake to complete the construction of the Project.
- (c) If Lender elects to undertake to complete the construction of the Project, and whether or not Lender elects to proceed judicially or non-judicially to foreclose on all or any portion of the Collateral, Lender shall have the right to recover damages from Guarantor in an amount equal to the sum of:
 - (i) the costs reasonably incurred or reasonably estimated to be incurred by Lender to complete the construction of the Project minus any undisbursed Loans allocated to construction of the Project (the "Cost to Complete"), provide that with respect to damages recovered for costs estimated to be incurred by Lender, such funds shall be used for no purpose other than the construction of the Project and provided further that should the total actual costs incurred by Lender to complete the construction of

the Project be less than the Cost to Complete, the amount by which the Cost to Complete recovered by Lender exceeds such actual construction costs shall be remitted to Guarantor; plus

- (ii) All unreimbursed costs and expenses, including attorneys' fees, reasonably incurred by Lender in protecting and preserving the Project and enforcing or defending the interests of Lender under this Guaranty (the "Unreimbursed Expenses").

- (d) In any action or proceeding by Lender to recover damages from Guarantor, Lender may exercise any and all remedies available under applicable Law.

3.4 The remedy of specific performance, the recovery of damages and all other rights and remedies under this Guaranty, under the Loan Agreement and the other Loan Documents, at law or in equity are intended to be non-exclusive and cumulative. The parties recognize that the choice of remedies by Lender will necessarily and properly be a matter of business judgment, which the passage of time and events may or may not prove to have been the best choice to maximize recovery by Lender at the lowest cost to either the Borrower or Guarantor. Nevertheless, the choice of alternatives by Lender shall not be subject to question or challenge by Guarantor or any other Person, nor shall any such choice be asserted as a defense, set-off or basis for any claim of failure to mitigate damages in any action or proceeding arising from this Guaranty.

4. Commencement of Lawsuit by Lender; Measure of Damages.

At any time after the occurrence of an Event of Default under this Guaranty, Lender may commence a lawsuit against Guarantor to compel Guarantor to perform his obligations under this Guaranty and/or to recover damages under this Guaranty. Lender's damages under this Guaranty shall include: (a) the costs of completing the Project and/or correcting any construction defects, minus any undisbursed Loans allocated to construction of the Project, (b) damages arising from any delay in completing the Project, including interest, taxes and insurance premiums, and (c) Lender's attorneys' fees and costs. Lender need not perform any work on the Project before commencing such a lawsuit. GUARANTOR EXPRESSLY ACKNOWLEDGES THAT THE MEASURE OF THE LENDER'S DAMAGES FOR BREACH OF THIS GUARANTY SHALL BE BASED ON THE COSTS OF COMPLETING THE PROJECT, NOT THE EXTENT TO WHICH COMPLETING THE PROJECT WOULD INCREASE THE VALUE OF THE PROJECT PROPERTY.

5. Rights of Lender.

Guarantor authorizes Lender to perform any or all of the following acts at any time in its sole discretion, all without notice to Guarantor and without affecting Guarantor's obligations under this Guaranty:

- (a) Lender may alter any terms of the Loan Documents to which Guarantor is not a party, including renewing, compromising, extending or accelerating, or otherwise changing the time for payment of, or increasing or decreasing the rate of interest on, the Loans or any part of them.
- (b) Lender may take and hold security for the Loans or this Guaranty, accept additional or substituted security for either, and subordinate, exchange, enforce, waive, release, compromise, and sell or otherwise dispose of any such security.
- (c) Lender may direct the order and manner of any sale of all or any part of any security now or later to be held for the Loans or this Guaranty, and may also bid at any such sale.
- (d) Lender may apply any payments or recoveries from Borrower, any Guarantor or any other source, and any proceeds of any security, to Borrower's obligations under the Loan Documents in such manner, order and priority as they may elect, whether or not those obligations are guaranteed by this Guaranty or secured at the time of the application.
- (e) Lender may release Borrower of its liability for the Loans or any portion thereof.
- (f) Lender may substitute, add or release any one or more guarantors or endorsers.
- (g) In addition to the Loans, Lender may extend other credit to Borrower, and may take and hold security for the credit so extended, all without affecting Guarantor's liability under this Guaranty.
- (h) Lender may approve modifications to the Construction Contracts, Construction Budget and/or the Construction Timetable.
- (i) Lender may change the terms or conditions of disbursement of the Loans.
- (j) Lender may advance additional funds to Borrower for purposes related to those of the Loan Documents.

6. Guaranty to be Absolute.

Guarantor expressly agrees that until the Project is fully completed in all material respects in accordance with the Construction Plans, the Construction Budget and the Construction Timetable and each and every term, covenant and condition of this Guaranty is fully performed, Guarantor shall not be released by or because of:

- (a) Any act or event which might otherwise discharge, reduce, limit or modify Guarantor's obligations under this Guaranty;
- (b) Any waiver, extension, modification, forbearance, delay or other act or omission of Lender, or any failure to proceed promptly or otherwise as against Borrower, any Guarantor or any security;
- (c) Any action, omission or circumstance which might increase the likelihood that Guarantor may be called upon to perform under this Guaranty or which might affect the rights or remedies of Guarantor as against Borrower; or
- (d) Any dealings occurring at any time between Borrower or Lender, whether relating to the Loans or otherwise.

Guarantor hereby expressly waives and surrenders any defense to his liability under this Guaranty based upon any of the foregoing acts, omissions, agreements, waivers or matters. It is the purpose and intent of this Guaranty that the obligations of Guarantor under it shall be absolute and unconditional under any and all circumstances.

7. Guarantor's Waivers.

Guarantor waives:

- (a) All statutes of limitations as a defense to any action or proceeding brought against Guarantor by Lender, to the fullest extent permitted by Law;
- (b) Any right they may have to require Lender to proceed against Borrower, proceed against or exhaust any security held from Borrower, or pursue any other remedy in their power to pursue;
- (c) Any defense based on any claim that Guarantor's obligations exceed or are more burdensome than those of Borrower;
- (d) Any defense based on:
 - (i) any legal disability of Borrower,

- (ii) any release, discharge, modification, impairment or limitation of the liability of Borrower under the Loan Documents from any cause, whether consented to by Lender or arising by operation of Law or from any Insolvency Proceeding,
 - (iii) any rejection or disaffirmance of the Loans or any security held for the Loans, in any Insolvency proceeding;
- (e) Any defense based on any action taken or omitted by Lender in any Insolvency Proceeding involving Borrower, including any election to have a claim allowed as being secured, partially secured or unsecured, any extension of credit by Lender to Borrower in any Insolvency Proceeding, and the taking and holding by Lender of any security for any such extension of credit;
- (f) All presentments, demands for performance, notices of nonperformance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty and of the existence, creation, or incurring of new or additional indebtedness, and demands and notices of every kind except for any demand or notice expressly provided for in Section 1; and
- (g) Any defense based on or arising out of any defense that Borrower may have to the payment or performance of the Loans or any portion of the Loans.

8. Waivers of Subrogation and Other Rights.

- (a) Upon the occurrence of any Event of Default, Lender in its sole discretion, without prior notice to or consent of Guarantor, may elect to:
 - (i) foreclose either judicially or nonjudicially against any real or personal property security for the Loans,
 - (ii) accept a transfer of any such security in lieu of foreclosure,
 - (iii) compromise or adjust the Loans or any part thereof or make any other accommodation with Borrower or any other guarantor, or
 - (iv) exercise any other remedy against Borrower or any security. No such action by Lender shall release or limit the liability of Guarantor, who shall remain liable under this Guaranty after the action, even if the effect of the action is to deprive Guarantor of any subrogation rights, rights of indemnity, or other rights to collect reimbursement from Borrower for any sums paid to Lender, whether contractual or arising by operation of Law or otherwise. Guarantor expressly agrees that under no circumstances shall he be deemed

to have any right, title, interest or claim in or to any real or personal property to be held by Lender or any third party after any foreclosure or transfer in lieu of foreclosure of any security for the Loans.

- (b) Regardless of whether Guarantor has made any payments to Lender, Guarantor hereby waives:

(i) all rights of subrogation, all rights of indemnity, and any other rights to collect reimbursement from Borrower for any sums paid to Lender, whether contractual or arising by operation of Law (including the United States Bankruptcy Code or any successor or similar statute) or otherwise,

(ii) all rights to enforce any remedy that Lender may have against Borrower, and

(iii) all rights to participate in any security now or later to be held by Lender for the Loans. The waivers given in this subsection shall be effective until the Loans and all other Obligations have been paid and performed in full and all Commitments have been terminated.

- (c) Guarantor understands and acknowledges that if Lender forecloses judicially or nonjudicially against any real property security for the Loans, that foreclosure could impair or destroy any ability that Guarantor may have to seek reimbursement, contribution or indemnification from Borrower or others based on any right Guarantor may have of subrogation, reimbursement, contribution or indemnification for any amounts paid by Guarantor under this Guaranty. Guarantor further understands and acknowledges that in the absence of this Section, such potential impairment or destruction of Guarantor's rights, if any, may entitle Guarantor to assert a defense to this Guaranty. By executing this Guaranty, Guarantor freely, irrevocably and unconditionally:

(i) waives and relinquishes that defense and agrees that Guarantor will be fully liable under this Guaranty even though Lender may foreclose judicially or nonjudicially against any real property security for the Loans;

(ii) agrees that Guarantor will not assert that defense in any action or proceeding which Lender may commence to enforce this Guaranty; and

(iii) acknowledges and agrees that Lender is relying on this waiver in making the Loans, and that this waiver is a material part of the consideration which he is receiving for making the Loans.

9. Revival and Reinstatement.

If Lender is required to pay, return or restore to Borrower or any other person any amounts previously paid on the Loans because of any Insolvency Proceeding of Borrower, any stop notice or any other reason, to the extent that the source of such payment was a Cash Equity Contribution from Guarantor pursuant to this Guaranty, the obligations of Guarantor shall be reinstated and revived and the rights of Lender shall continue with regard to such amounts, all as though they had never been paid.

10. Information Regarding Borrower and the Property.

Before signing this Guaranty, Guarantor investigated the financial condition and business operations of Borrower, the present and former condition, uses and ownership of the Property, and such other matters as Guarantor deemed appropriate to assure himself of Borrower's ability to discharge its obligations under the Loan Documents. Guarantor assumes full responsibility for that due diligence, as well as for keeping informed of all matters which may affect Borrower's ability to pay and perform its obligations to Lender. Lender has no duty to disclose to Guarantor any information which they may have or receive about Borrower's financial condition or business operations, the condition or uses of the Property, or any other circumstances bearing on Borrower's ability to perform.

11. Subordination.

- (a) Any rights of Guarantor, whether now existing or later arising, to receive payment on account of any indebtedness (including interest) owed to him by Borrower or any subsequent owner of the Property, or to withdraw capital invested by him in Borrower, or to receive Distributions from Borrower, shall at all times be subordinate as to lien and time of payment and in all other respects to the full and prior repayment to Lender of the Loans and the other Obligations, except to the extent that such payments or Distributions are expressly contemplated by the Loan Agreement. Guarantor shall not be entitled to enforce or receive payment of any sums hereby subordinated until the Loans and all other Obligations have been paid and performed in full and all Commitments have been terminated and any such sums received in violation of this Guaranty shall be received by Guarantor in trust for Lender.

12. Events of Default.

Lender may declare Guarantor to be in default under this Guaranty upon the occurrence of any of the following events ("Events of Default"):

- (a) Guarantor fails to perform any of their obligations under this Guaranty; or

- (b) Guarantor revokes this Guaranty or dispute the validity or coverage thereof or this Guaranty becomes ineffective for any reason; or
- (c) Any representation or warranty made or given by Guarantor in any Loan Document proves to be false or misleading in any material respect; or
- (d) Guarantor becomes insolvent or the subject of any case or proceeding, voluntary or involuntary, under the Bankruptcy Code, or any similar existing or future law of any jurisdiction, state or federal, relating to bankruptcy, insolvency, reorganization or relief of debtors and, in the case of an involuntary case or proceeding, the same continues undismissed or unstayed for ninety (90) calendar days; or
- (e) Guarantor dissolves or liquidates.

13. Authorization; No Violation.

Guarantor is authorized to execute, deliver and perform under this Guaranty, which is a valid and binding obligation of Guarantor enforceable against Guarantor in accordance with its terms, except as enforcement may be limited by Debtor Relief Laws, or equitable principles relating to the granting of specific performance and other equitable remedies as a matter of judicial discretion. No provision or obligation of Guarantor contained in this Guaranty violates any Requirement of Law applicable to such Guarantor. No such provision or obligation conflicts with, or constitutes a breach or default under, any agreement to which Guarantor is a party.

14. Additional and Independent Obligations.

Guarantor's obligations under this Guaranty are in addition to any obligations under any other existing or future guaranties given in connection with the Loan Agreement, and they shall remain in full force and effect until they are expressly modified or released in a writing signed by Lender. Guarantor's obligations under this Guaranty are independent of those of Borrower under the other Loan Documents. Lender may bring a separate action, or commence a separate reference or arbitration proceeding against any Guarantor without first proceeding against Borrower, any other person or any security that Lender may hold, and without pursuing any other remedy. The rights under this Guaranty shall not be exhausted by any action by Lender until the Loans have been paid and performed in full.

15. No Waiver; Consents; Cumulative Remedies.

Each waiver by Lender must be in writing, and no waiver shall be construed as a continuing waiver. No waiver shall be implied from Lender's delay in exercising or

failure to exercise any right or remedy against Borrower, Guarantor or any security. Consent by Lender to any act or omission by Borrower or Guarantor shall not be construed as a consent to any other or subsequent act or omission, or as a waiver of the requirement for its consent to be obtained in any future or other instance. All remedies of Lender against Borrower and Guarantor are cumulative.

16. Release.

- a. This Guaranty shall automatically terminate upon satisfaction of the Obligations. Absent such termination, Guarantor shall not be released from his obligations under this Guaranty except by a writing signed by Lender.
- b. Notwithstanding the above, in the event there are no disbursements of funds to Borrower such that Borrower's obligations under the Loans terminate, in that event, this Guaranty shall terminate and Guarantor shall have no further obligations hereunder.

17. Successors and Assigns; Participations.

The terms of this Guaranty shall bind and benefit the legal representatives, successors and assigns of Lender and Guarantor; provided, however, that Guarantor may not assign this Guaranty, or assign or delegate any of its rights or obligations under this Guaranty, without the prior written consent of Lender in each instance.

18. Governing Law.

This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Texas and venue shall be in Bowie County, Texas.

19. Costs and Expenses.

If any lawsuit, reference or arbitration is commenced which arises out of, or which relates to this Guaranty, the prevailing party shall be entitled to recover from each other party such sums as the court or arbitrator may adjudge to be reasonable attorneys' fees in the action or proceeding, in addition to costs and expenses otherwise allowed by Law. In all other situations, including any Insolvency Proceeding, Guarantor agrees to pay all of Lender's reasonable costs and expenses, including attorneys' fees which may be incurred in any effort to collect or enforce this Guaranty. From the time(s) incurred until paid in full, all sums shall bear interest at the Default Rate.

20. Integration; Modifications.

This Guaranty

- (a) integrates all the terms and conditions mentioned in or incidental to this Guaranty,
- (b) supersedes all oral negotiations and prior writings with respect to its subject matter, and
- (c) is intended by Guarantor and Lender as the final expression of the agreement with respect to the terms and conditions set forth in this Guaranty and as the complete and exclusive statement of the terms agreed to by Guarantor and Lender. No representation, understanding, promise or condition shall be enforceable against any party unless it is contained in this Guaranty.

23. Notices.

Any notice, request, demand, consent, confirmation or other communication hereunder shall be in writing and delivered

- (a) in person, by messenger or overnight courier;
- (b) by registered or certified mail, return receipt requested and postage prepaid; or
- (b) by facsimile, to the applicable party at its address or facsimile number set forth below, or at such other address or facsimile number as such party hereafter may designate as its address for communications hereunder by notice so given.

Such notices and communications shall be deemed delivered upon receipt (or refusal to accept delivery); provided that all notices and communications sent by facsimile shall also be evidenced by the facsimile machine's confirmation identifying the recipient's facsimile number and transmission; and provided further that all notices or other communications sent by facsimile shall also be delivered by another means permitted under this Article.

If to Guarantor: David Peavy
105 Olive Street, Apt G
Texarkana, AR 71854

If to Lender: City of Texarkana, Texas
Attn: David Orr, Planning & Community Development
P. O. Box 1967
Texarkana, Texas 75504

With a copy to:

Atchley, Russell, Waldrop & Hlavinka, LLP
Jo Thomason
1710 Moores Lane
Texarkana, Texas 75503

24. Miscellaneous.

The illegality or unenforceability of one or more provisions of this Guaranty shall not affect any other provision.

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date first written above by its respective duly authorized officers.

GUARANTOR:

David Peavy, Individually

Lender:
CITY OF TEXARKANA, TEXAS

Shirley Jaster, City Manager

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-138 Goals & Perspectives (2407 : 2020-138 RES Auth CM to enter into loan agreements for former TNB)

RESOLUTION NO. 2020-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING USE OF ADDITIONAL EPA GRANT FUNDS FOR ENVIRONMENTAL ABATEMENT AND MONITORING AS PART OF THE TEXARKANA RENEWAL PROPERTIES, LLC, REDEVELOPMENT PROJECT FOR THE FORMER TEXARKANA NATIONAL BANK AND PARKING GARAGE PROPERTIES; AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL LOAN DOCUMENTS OR OTHER DOCUMENTS NECESSARY FOR THE ENVIRONMENTAL ABATEMENT OF THIS PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2020-051, the City Council approved and stated its support of the business plan of the Texarkana Renewal Properties, LLC, redevelopment project of the former Texarkana National Bank and Parking Garage properties; and

WHEREAS, supplemental grant funds were received from the United States EPA and are available specifically for environmental abatement on this project; and

WHEREAS, City staff and the RLF Loan Committee approved by unanimous vote EPA Brownfields Revolving Loan Fund loan(s) up to \$500,000 for environmental abatement; and

WHEREAS, City staff and the RLF Loan Committee approved by unanimous vote EPA Brownfields Grant funds to be used for onsite environmental monitoring up to \$80,000; and

WHEREAS, Texarkana Renewal Properties, LLC is preparing applications for tax credit opportunities and PACE loans; and

WHEREAS, the City Council intends by this resolution to approve the use of the supplemental EPA grant funds for environmental abatement and monitoring on the project, with stipulations recommended by Staff and RLF Loan Committee, and to authorize the City Manager to execute any and all additional loan documents or other documents necessary for environmental abatement and monitoring of the project sites to Texarkana Renewal Properties, LLC, and/or any person or entity allying with Texarkana Renewal Properties, LLC for the project.

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

SECTION 1: The City Council approves the use of additional EPA grant funds, as recommended by City staff and the RLF Loan Committee, for environmental abatement and monitoring of the Texarkana Renewal Properties, LLC, redevelopment project of the former Texarkana National Bank and Parking Garage (specifically, utilizing EPA Brownfields Revolving Loan Fund loan(s) up to \$500,000 for environmental abatement and EPA Brownfields Grant funds for onsite environmental monitoring up to \$80,000).

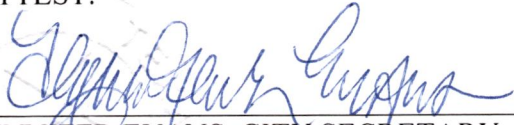
SECTION 2: The City Council authorizes the City Manager to execute any and all loan documents or other documents necessary to Texarkana Renewal Properties, LLC, and/or any person or entity allying with Texarkana Renewal Properties, LLC for the environmental abatement and monitoring of the project sites as approved in Section 1 of this Resolution.

SECTION 3: While this Resolution pertains to the same project approved by the City Council in Resolution No. 2020-051, this Resolution makes no changes to said resolution.

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 **23rd day of November, 2020.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:55 p.m.

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 11/18/2020 8:56 AM

Lead Department: Planning and Community Development **Action Officer:** Laura Puckett, Administrative Coordinator
Subject: Ordinance No. 2020-130 rezoning a 127.238-acre tract of land (Tracts 2B, 2B1, 2C, 2F, 2G) in the J. E. Janes HRS, A-307, located in the 2500 block of Buchanan Road. Single Family-2 to Industrial-2. Craig Kaufman, representing Greenfield Environmental Multistate Trust, LLC., owner.

Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

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 Craig Kaufman, representing Greenfield Environmental Multistate Trust, LLC, owners, to rezone an approximate 127.238 acre-tract of land (Tracts 2B, 2B1, 2C, 2F, 2G) in the J. E. Janes HRS, A-307, located in the 2500 block of Buchanan Road from Single Family-2 to Industrial-2. This property is currently vacant land and is known as the Kerr-McGee site.

The adjacent zoning is Industrial-1 and Industrial-2 to the north, Single Family-2, Single Family-3, and Agriculture, to the west, and outside the city limits to the east and south. The adjacent land use to the east is vacant land. The adjacent land use to the west and north is primarily residential. The adjacent land use mostly vacant and outside the city limits.

The Future Land use map designated this property as "Industrial".

This property was annexed into the city limits several years ago and given the Single Family-2 zoning classification at the time of annexation. The property directly to the north which is also a part of the Kerr-McGee site is currently zoned Industrial-2. There are no immediate plans for this site, however, it has development potential in the future once the site is cleaned up environmentally.

Staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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

City of Texarkana, Texas

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2020

Attachments

- a. 2020-130 ORD rezoning in 2500 block of Buchanan Rd (DOCX)
- b. 2020-130 EXH 'A' (legal description) (PDF)
- c. 2020-130 ATTH 01 (Maps) (PDF)
- d. 2020-130 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	11/12/2020 5:05 PM		
Building Code Administration	Mashell Daniel	Reviewer	Completed
	11/16/2020 12:00 PM		
City Manager	Shirley Jaster	City Manager Review	Completed 11/18/2020
3:12 PM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2020
6:00 PM			

Meeting History

ORDINANCE NO. 2020-130

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 127.238-ACRE TRACT OF LAND (TRACTS 2B, 2B1, 2C, 2F, AND 2G) IN THE J. E. JANES HRS, A-307, LOCATED IN THE 2500 BLOCK OF BUCHANAN ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-2 TO INDUSTRIAL-2; 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 **127.238-acre tract of land (Tracts 2B, 2B1, 2C, 2F, and 2G) in the J. E. Janes HRS, A-307 (Exhibit ‘A’), located in the 2500 block of Buchanan Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-2**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Industrial-2 on an approximate 127.238-acre tract of land (Tracts 2B, 2B1, 2C, 2F, and 2G) in the J. E. Janes HRS, A-307 (Exhibit ‘A’), located in the 2500 block of Buchanan Road** 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 Industrial-2** 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 **127.238-acre tract of land (Tracts 2B, 2B1, 2C, 2F, and 2G) in the J. E. Janes HRS, A-307 (Exhibit ‘A’), located in the 2500 block of Buchanan Road** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Industrial-2**.

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 **14th day of December, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Z-20-22

Political Subdivision for Annexation
127.238 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the John E. Janes Headright Survey, Abstract 307, and the R. E. Sevey Headright Survey, Abstract 523, and being a portion of that certain tract of land described in the deed from Tronox Worldwide LLC. to Greenfield Environmental Multistate Trust, LLC., dated February 14, 2011, recorded in Volume 6000, Page 320 of the Real Property Records of Bowie County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found for a corner, lying in the East right-of-way line of an asphalt road known as Buchanan Road (FM 2516), the Northwest corner of that certain tract of land conveyed to James H. Bayless by deed of record, recorded in Volume 505, Page 615 of the Deed Records of Bowie County, Texas, and an outside ell corner in the West line of the said Greenfield Environmental tract;

THENCE North 03 degrees 10 minutes 38 seconds West a distance of 141.48 feet along the East right-of-way line of the said Buchanan Road and West line of the said Greenfield Environmental tract to a point for a corner;

THENCE North 02 degrees 32 minutes 00 seconds East a distance of 201.00 feet along the East right-of-way line of the said Buchanan Road and the West line of the said Greenfield Environmental tract to a point for a corner;

THENCE South 86 degrees 50 minutes 10 seconds West a distance of 69.94 feet to a point for a corner, lying along the current City Limit Line of Texarkana, Bowie County, Texas (the "City Limit Line") and the centerline of the said Buchanan Road;

THENCE North 03 degrees 10 minutes 38 seconds West a distance of 216.76 feet along the City Limit Line and the centerline of the said Buchanan Road to a point for a corner;

THENCE North 00 degrees 59 minutes 51 seconds West a distance of 169.00 feet along the City Limit Line to the beginning of a circular curve to the right, tangent to said line;

THENCE in a Northeasterly direction along the City Limit Line, the arc of the said circular curve a distance of 795.53 feet, with a delta angle of 11 degrees 40 minutes 18 seconds, a radius of 3905.22 feet, a chord bearing of North 09 degrees 19 minutes 19 seconds East, and a chord distance of 794.15 feet to a point for a corner, at the end of the said circular curve;

THENCE North 12 degrees 37 minutes 25 seconds East a distance of 1590.21 feet along the City Limit Line to a point for a corner, at the beginning of a circular curve to the left, tangent to said line;

Attachment: 2020-130 EXH 'A' (legal description) (2411 : 2020-130 ORD rezoning in the 2500 block of Buchanan Rd)

THENCE in a Northeasterly direction along the City Limit Line, the arc of the said circular curve a distance of 367.99 feet, with a delta angle of 12 degrees 55 minutes 19 seconds, a radius of 1631.68 feet, a chord bearing of North 06 degrees 11 minutes 43 seconds East, and a chord distance of 367.21 feet to a point for a corner;

THENCE North 00 degrees 12 minutes 38 seconds West a distance of 345.19 feet along the City Limit Line to a point for a corner;

THENCE North 87 degrees 33 minutes 46 seconds East a distance of 1003.95 feet along the City Limit Line, leaving said centerline and along a new line across the said Greenfield Environmental tract to a point for a corner;

THENCE North 02 degrees 16 minutes 10 seconds West a distance of 2229.96 feet along the City Limit Line to a point for a corner;

THENCE North 88 degrees 14 minutes 42 seconds East a distance of 268.28 feet along the City Limit Line to a point for a corner;

THENCE North 89 degrees 25 minutes 24 seconds East a distance of 226.62 feet to a point for a corner;

THENCE South 05 degrees 11 minutes 32 seconds West a distance of 1072.70 feet to a point for a corner;

THENCE South 82 degrees 07 minutes 46 seconds East a distance of 265.45 feet across the said Greenfield Environmental tract, across a Union Pacific Railroad right-of-way to a point for a corner, lying in the East right-of-way of the said railroad;

THENCE South 17 degrees 44 minutes 35 seconds West a distance of 1969.55 feet along the East right-of-way of the said railroad to a point for a corner, at the beginning of a circular curve to the left, tangent to said line;

THENCE in a Southerly direction along the arc of the said circular curve a distance of 1080.15 feet, with a delta angle of 14 degrees 44 minutes 07 seconds, a radius of 4200.00 feet, a chord bearing of South 10 degrees 22 minutes 31 seconds West, and a chord distance of 1077.18 feet to a point for a corner, an outside ell corner in the East line of the said railroad right-of-way;

THENCE North 87 degrees 07 minutes 21 seconds West a distance of 25.00 feet to a point for a corner, an inside ell corner in the East line of the said railroad right-of-way at the beginning of a circular curve to the left, tangent to said line;

THENCE in a Southerly direction along the arc of the said circular curve a distance of 785.52 feet, with a delta angle of 10 degrees 39 minutes 09 seconds, a radius of 4225.00 feet, a chord bearing of South 02 degrees 19 minutes 10 seconds East, and a chord distance of 784.39 feet to a point for a corner;

Z-20-22

THENCE South 07 degrees 38 minutes 44 seconds East a distance of 1389.79 feet along the East right-of-way of the said railroad to a 1/2 inch steel rod found for a corner, capped Texas JHG 1715 lying at the intersection of the East right-of-way of the said railroad, the South line of the said Greenfield Environmental tract and the North right-of-way of an asphalt street known as Bariod Road;

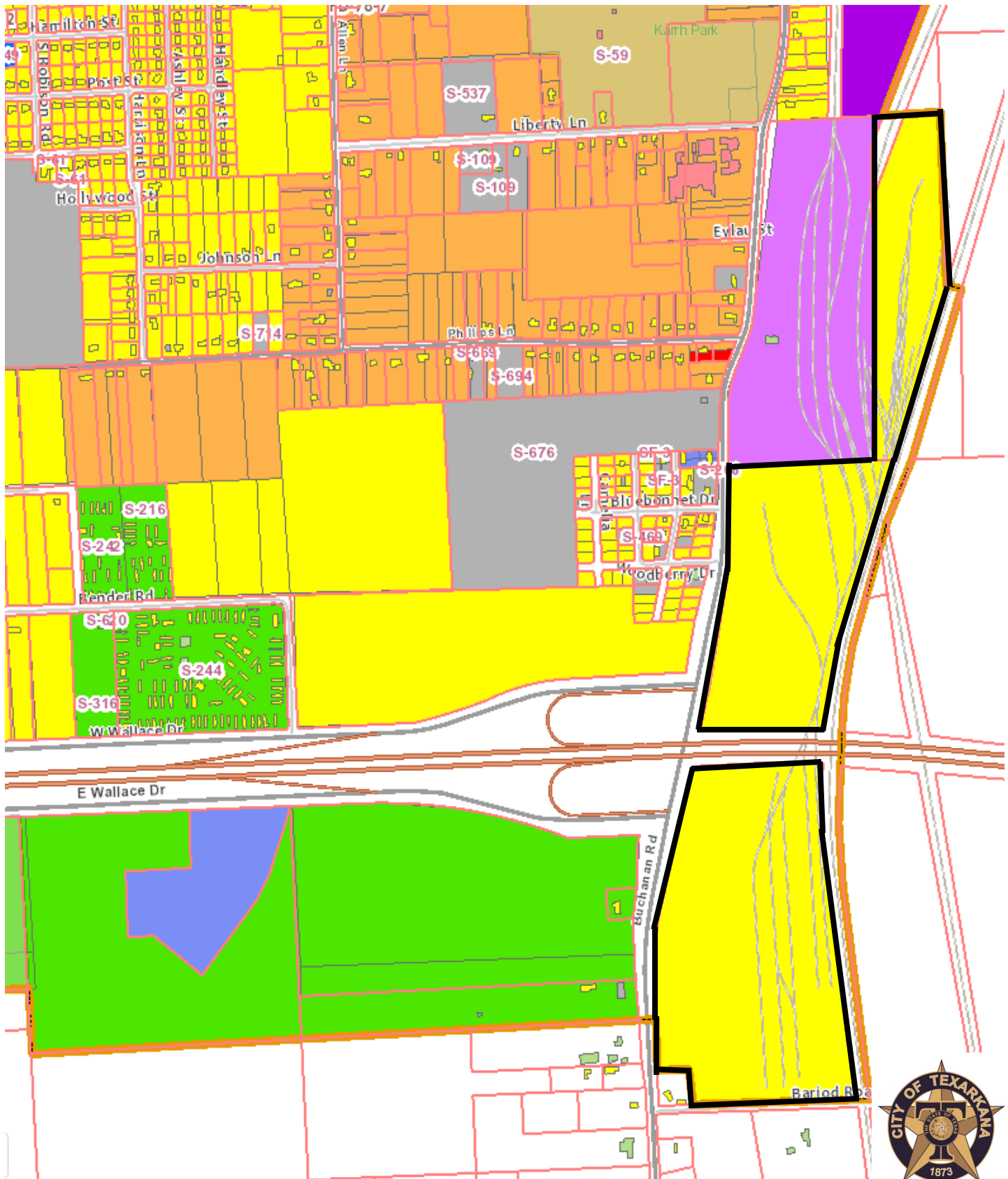
THENCE South 88 degrees 01 minutes 34 seconds West a distance of 1213.28 feet along the South line of the said Greenfield Environmental tract and the North right-of-way line of the said Bariod Road to a point for a corner, the Southwest corner of the said Greenfield Environmental tract and the Southeast corner of the said Bayless tract;

THENCE North 01 degrees 17 minutes 16 seconds West a distance of 197.71 feet along the West line of the said Greenfield Environmental tract and the East line of the said Bayless tract to a point for a corner, an inside ell corner in the West line of the said Greenfield Environmental tract and the Northeast corner of the said Bayless tract;

THENCE South 87 degrees 59 minutes 25 seconds West a distance of 186.75 feet along the West line of the said Greenfield Environmental tract and the North line of the said Bayless tract to the point of beginning and containing 127.238 acres of land, more or less.

Attachment: 2020-130 EXH 'A' (legal description) (2411 : 2020-130 ORD rezoning in the 2500 block of Buchanan Rd)

2500 Block Buchanan Road



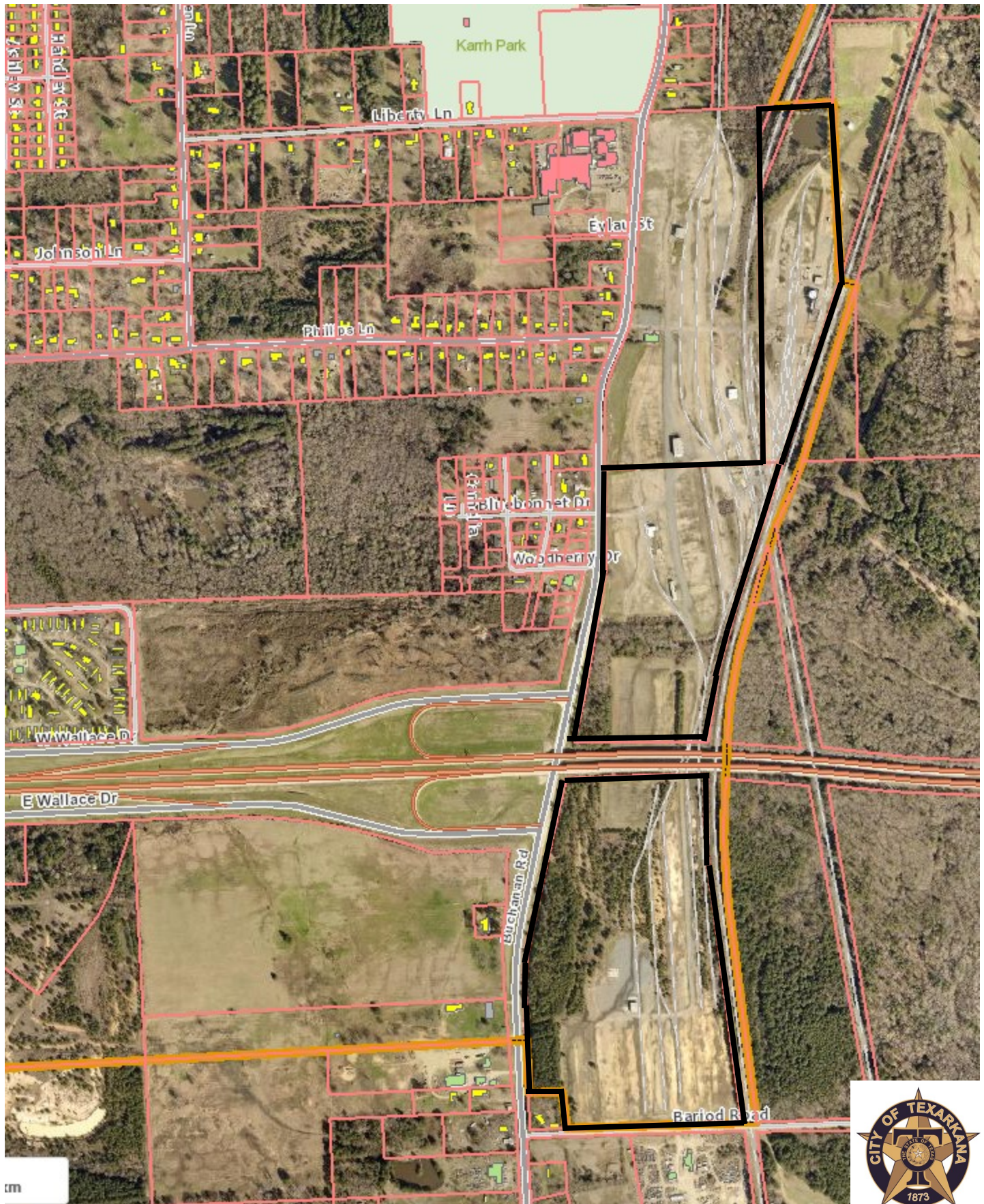
Attachment: 2020-130 ATTH 01 (Maps) (2411 : 2020-130 ORD rezoning in the 2500 block of Buchanan Rd)



2500 Block Buchanan Road

2020-130 ATTH 01

Z-20-22



Attachment: 2020-130 ATTH 01 (Maps) (2411 : 2020-130 ORD rezoning in the 2500 block of Buchanan Rd)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 11/18/2020 10:07 AM

Lead Department: Planning and Community Development **Action Officer:** Laura Puckett, Administrative Coordinator

Subject: Ordinance No. 2020-131 granting a Specific Use Permit to allow permanent cosmetics and microblading on Lot 1, Parcel 1, Block 2, Galleria Oaks #1 Addition, located in a tenant space at 5510 Summerhill Road. Mark Van Herpen, representing Medwell Properties LLC, owner. Amanda Ross, agent.

Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

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 Medwell Properties LLC, owner, and Amanda Ross, agent, for a Specific Use Permit, SUP, to allow the location of a permanent cosmetics/microblading business in a tenant space at 5510 Summerhill Road.

The adjacent zoning is Neighborhood Service and Commercial to the north and Commercial to the east and General Retail to the west and south. The adjacent land usage is vacant land to the north and west and tenants spaces in a strip center to the south and east.

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

This property is zoned General Retail. A Specific Use Permit is required to allow the one additional use of a permanent cosmetics/microblading business which is also considered a "tattoo" per the City's Zoning Ordinance. The State of Texas will regulate this business as to licensing and other health related issues. Several medical facilities and hair salons are now offering this type service for clients.

If this request is approved, staff would suggest the following stipulations be placed in the Ordinance:

1. That the owner/or any employee performing the application of permanent cosmetics/microblading (tattooing) procedures be currently licensed by the State and meet all Federal, State and City licensing laws and health regulations. (A copy of the current license must be provided to the City prior to the opening of the business).
2. That the Specific Use Permit be intended for the application of permanent cosmetics/microblading only.
3. That if this use ever ceases to exist at this location, the City may automatically revoke the Specific Use Permit.

City of Texarkana, Texas

This request meets all city requirements to allow this one additional use on this property. There should be adequate parking for this business.

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

Potential Options:

Approve or Deny.

Fiscal Implications:

Not applicable.

Staff Recommendation:

Staff recommends approval of this request with stipulations.

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, 2020

Attachments

- a. 2020-131 ORD granting SUP for perm. cosmetics at 5510 Summerhill Rd (DOCX)
- b. 2020-131 ATTH 01 (maps) (PDF)
- c. 2020-131 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Vicky Coopwood	Department Head Review
Skipped	11/18/2020 10:08 AM	
Building Code Administration	Vicky Coopwood	Reviewer Skipped
	11/18/2020 10:09 AM	
City Manager	Shirley Jaster	City Manager Review Completed 11/18/2020
5:24 PM		
City Council	Jennifer Evans	Meeting Completed 11/23/2020
6:00 PM		

Meeting History

S-731

ORDINANCE NO. 2020-131

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-731 TO ALLOW THE ONE ADDITIONAL USE OF APPLICATION OF PERMANENT COSMETICS/MICROBLADING ON LOT 1, PARCEL 1, BLOCK 2, GALLERIA OAKS #1 ADDITION, LOCATED IN A TENANT SPACE AT 5510 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the **one additional use of application of permanent cosmetics/microblading** on Lot 1, Parcel 1, Block 2, Galleria Oaks #1 Addition, located in a tenant space at 5510 Summerhill Road in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of application of permanent cosmetics/microblading** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant **Specific Use Permit numbered S-731 for the purpose of allowing the one additional use of application of permanent cosmetics/microblading** on the following described property, to-wit: **Lot 1, Parcel 1, Block 2, Galleria Oaks #1 Addition, located in a tenant space at 5510 Summerhill Road**, in the City of Texarkana, Bowie County, Texas.

SECTION 2: That the following stipulations are hereby imposed and made a part of this ordinance:

1. That the owner and/or any employee performing the application of permanent cosmetics be currently licensed by the state and meet all federal, state and city licensing laws and health regulations. A copy of the current license must be provided to the City prior to the opening of the business.
2. That the Specific Use Permit be intended for the application of permanent cosmetics and microblading only.
3. That if this use ever ceases to exist at this location, the City may automatically revoke the Specific Use Permit.

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 **14th day of December, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

5510 Richmond

S-731



Attachment: 2020-131 ATTH 01 (maps) [Revision 1] (2412 : 2020-131 ORD granting SUP at 5510 Summerhill Road)



5510 Richmond

2020-131 ATTH 01

S-731



Attachment: 2020-131 ATTH 01 (maps) [Revision 1] (2412 : 2020-131 ORD granting SUP at 5510 Summerhill Road)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

City of Texarkana, Texas

Version:

Update Date: 11/18/2020 8:57 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Laura Puckett, Administrative Coordinator

Subject: Ordinance No. 2020-132 rezoning an approximate 3.75-acre tract of land (Tract 173) in the George Brinlee HRS, A-18, located in the 5800 block of St. Michael Drive. General Retail to Commercial-Planned Development. NLR Warehouse, LP and Fred Kahler, Inc., owners. Richard Reynolds, agent.

Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

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

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by NLR Warehouse, LP and Fred Kahler, Inc., owners, and Richard Reynolds, agent to rezone an approximate 3.75 acre-tract of land (Tract 173) in the George Brinlee Survey HRS, A-18, located in the 5800 block of St. Michael Drive from General Retail to Commercial-Planned Development. This property is currently vacant land. A 10,000 sq. ft. building is proposed for this site.

The adjacent zoning is General Retail to the north, east, and west and I-30 to the south. The adjacent land use is vacant land.

The Future Land use map designated this property as "Regional Commercial".

The buyer is proposing to construct a 10,000 sq. ft. speculative building at this location for sale or lease.

Since this property is located along the interstate corridor and is designated as "Regional Commercial" by the Future Land Use Map, staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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

City of Texarkana, Texas

Potential Options:

Approve or deny.

Fiscal Implications:

Not applicable.

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2020

Attachments

- a. 2020-132 ORD rezoning in 5800 block of St. Michael Drive (DOCX)
- b. 2020-132 EXH 'A' (legal description) (PDF)
- c. 2020-132 ATTH 01 (maps) (PDF)
- d. 2020-132 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	11/12/2020 5:05 PM	
Building Code Administration	Mashell Daniel	Reviewer Completed
	11/16/2020 11:59 AM	
City Manager	Shirley Jaster	City Manager Review Completed 11/18/2020
5:30 PM		
City Council	Jennifer Evans	Meeting Completed 11/23/2020
6:00 PM		

Meeting History

ORDINANCE NO. 2020-132

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING A 3.75-ACRE TRACT OF LAND (TRACT 173) IN THE GEORGE BRINLEE HRS, A-18, LOCATED IN THE 5800 BLOCK OF ST. MICHAEL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM GENERAL RETAIL TO PLANNED DEVELOPMENT-COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone an approximate a **3.75-acre tract of land (Tract 173) in the George Brinlee HRS, A-18 (Exhibit 'A'), located in the 5800 block of St. Michael Drive** in the City of Texarkana, Bowie County, Texas, from **General Retail to Commercial**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from General Retail to Planned Development-Commercial on an approximate 3.75-acre tract of land (Tract 173) in the George Brinlee HRS, A-18 (Exhibit 'A'), located in the 5800 block of St. Michael Drive** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, applicant agreed to amend the application from **General Retail to Planned Development-Commercial**; 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 **General Retail to Planned Development-Commercial** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone an approximate **3.75-acre tract of land (Tract 173) in the George Brinlee HRS, A-18 (Exhibit 'A'), located in the 5800 block of St. Michael Drive** in the City of Texarkana, Bowie County, Texas, from **General Retail to Planned Development-Commercial**.

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Z-20-23

17 PROPERTY DESCRIPTION

Property Description
3.583 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being all of that certain tract of land described as 3.75 acres in the deed from Henry L. Ballard, Independent Executor of the Estate of Judy L. Ballard to NRL Warehouse Limited Partnership, dated December 21, 2012, recorded in Volume 6370, Page 92 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 3.75 acres in the deed from W. H. Borcharding, et ux to Jerry H. Borcharding, dated October 31, 1972, recorded in Volume 597, Page 17 of the Deed Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod found for a corner, lying in the North right-of-way line of Interstate 30 (St Michael Drive), the Southwest corner of the said 3.75 acre tract and the Southeast corner of that certain tract of land described as 55.731 acres in the deed from Larkotes Company to Fred R. Norton, dated January 6, 1995, recorded in Volume 2259, Page 220 of the Real Property Records of Bowie County, Texas, same being that certain tract of land described as 55.731 acres in the deed from Fred Ochsenbein, et ux to John M. Norton, et al, dated May 27, 1970, recorded in Volume 518, Page 319 of the Deed Records of Bowie County, Texas;

THENCE North 02 degrees 24 minutes 04 seconds West a distance of 203.00 feet along the West line of the said 3.75 acre tract and the East line of the said 55.731 acre tract to a 1/2 inch steel rod found for a corner (control monument), capped TXMG5760, the Northwest corner of the said 3.75 acre tract, and an inside ell corner of the said 55.731 acre tract;

THENCE North 87 degrees 35 minutes 56 seconds East (basis of bearings) at a distance of 594.07 feet passing a 1/2 inch steel rod found for a reference (control monument), capped TCMG5760, continuing in all a distance of 644.07 feet to a point in the center of Waggoner Creek, the Northeast corner of the said 3.75 acre tract, an outside ell corner of the said 55.731 acre tract, and lying in the West line of that certain tract of land described as Lot No. 2, Block No. 3 of Waggoner Creek Crossing One, according to the plat recorded in 4612, Page 70 of the Real Property Records of Bowie County, Texas;

THENCE along the center of the said Waggoner Creek the following bearings and distance;

South 04 degrees 55 minutes 24 seconds East a distance of 32.06 feet to a point for a corner;

South 42 degrees 44 minutes 14 seconds West a distance of 88.07 feet to a point for a corner;

South 59 degrees 21 minutes 11 seconds East a distance of 91.33 feet to a point for a corner;

North 68 degrees 25 minutes 19 seconds East a distance of 45.45 feet to a point for a corner;

South 20 degrees 38 minutes 50 seconds East a distance of 17.46 feet to a point for a corner;

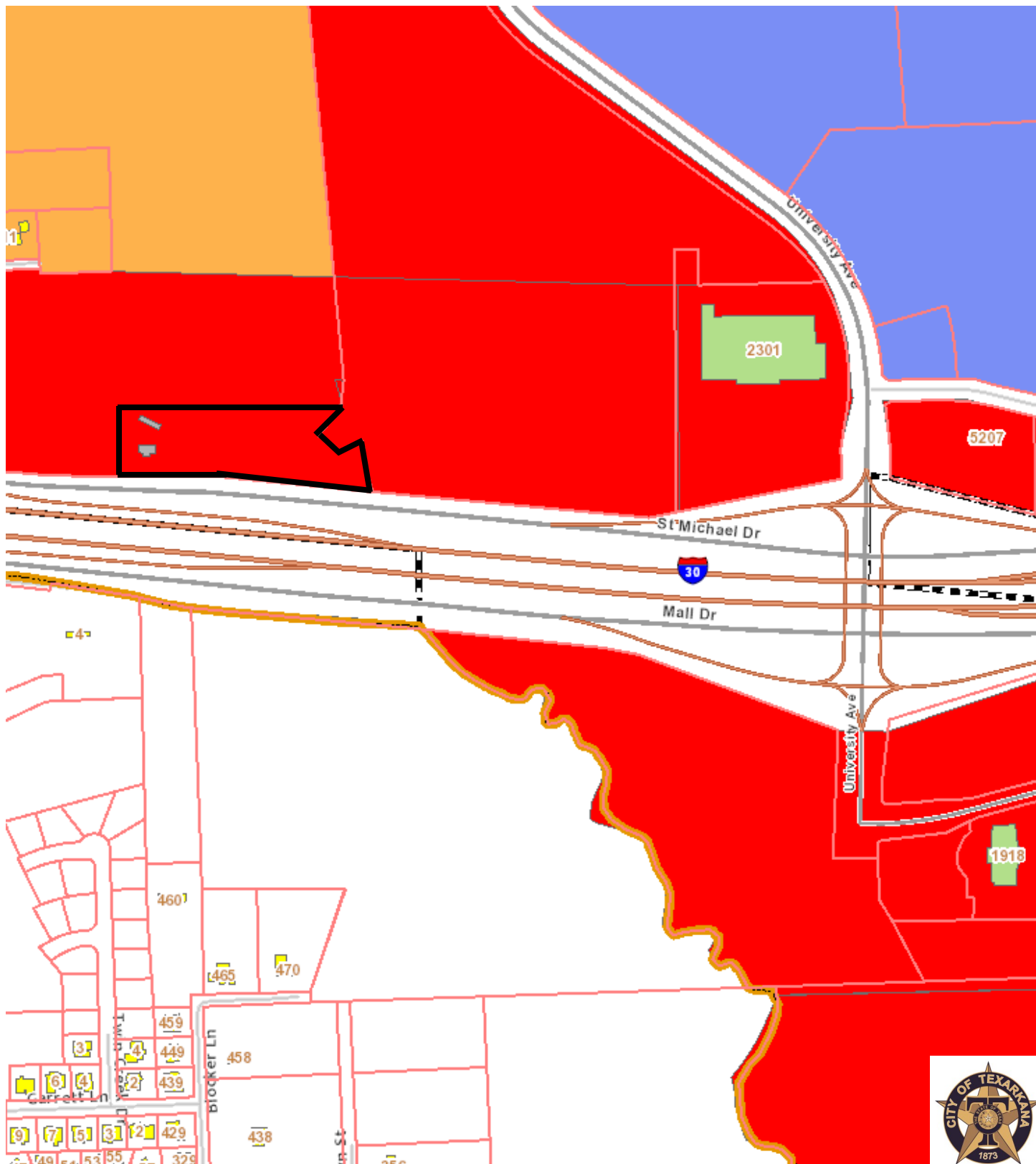
South 16 degrees 01 minutes 15 seconds East a distance of 142.52 feet to a point for a corner, lying in the North right-of-way line of the said St Michael Drive, the Southeast corner of the said 3.75 acre tract and the Southwest corner of the said Lot No. 2;

THENCE North 84 degrees 35 minutes 26 seconds West at a distance of 65.00 feet passing a 1/2 inch steel rod set for a reference, capped MTG 101011-00, continuing in all a distance of 541.90 feet along the North right-of-way line of the said St Michael Drive and the South line of the said 3.75 acre tract to a 1/2 inch steel rod set for a corner, capped MTG 101011-00, for a corner at an angle point;

THENCE South 89 degrees 41 minutes 34 seconds West a distance of 204.84 feet along the North right-of-way line of the said St Michael Drive and the South line of the said 3.75 acre tract to the point of beginning and containing 3.583 acres of land, at the time of this survey.

Attachment: 2020-132 EXH 'A' (legal description) (2413 : 2020-132 ORD rezoning in the 5800 block of St. Michael Drive)

5800 Block St. Michael Dr



Attachment: 2020-132 ATTH 01 (maps) (2413 : 2020-132 ORD rezoning in the 5800 block of St. Michael Drive)



5800 Block St. Michael Dr



Attachment: 2020-132 ATTH 01 (maps) (2413 : 2020-132 ORD rezoning in the 5800 block of St. Michael Drive)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

City of Texarkana, Texas

Version: A

Update Date: 11/18/2020 9:05 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Laura Puckett, Administrative Coordinator

Subject: Ordinance No. 2020-134 rezoning an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane. Single Family-2 to Single Family-3. Jeffrey and Peggy Robey, owners. (A 3/4 vote of the City Council is required to approve this request.)

Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

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

A ¾ vote will be required due to Planning and Zoning Commission denial.

Executive Summary and Background Information:

This is a request by Jeffrey and Peggy Robey, owners, to rezone an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane from Single Family-2 to Single Family-3. This property is currently vacant land. The proposed use is the location of a 2007 double wide HUD code manufactured home.

The adjacent zoning is Single Family-2 to the north, south, east, and west. The adjacent land use are residences to the north, south, east, and west.

The Future Land use map designated this property as "Suburban Residential".

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

There are tracts of land located in the area that are currently zoned Single Family-3 although no manufactured homes are currently located on Kidd Lane. HUD code double wide manufactured housing looks like some of the existing frame pier and beam houses in the area. This type housing could also be a revitalization housing alternative to traditional site-built homes. Therefore, staff recommends for approval of this request.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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

City of Texarkana, Texas

Potential Options:

Approve or deny.

Fiscal Implications:

Not applicable.

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2020

Attachments

- a. 2020-134 ORD rezoning 3311 Kidd Lane (DOCX)
- b. 2020-134 EXH 'A' (legal description) (PDF)
- c. 2020-134 ATTH 01 (maps) (PDF)
- d. 2020-134 ATTH 02 (letter in opposition) (PDF)
- e. 2020-134 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	11/12/2020 5:06 PM	
Building Code Administration	Mashell Daniel	Reviewer Completed
	11/16/2020 11:58 AM	
City Manager	Shirley Jaster	City Manager Review Completed 11/19/2020
11:17 AM		
City Council	Jennifer Evans	Meeting Completed 11/23/2020
6:00 PM		

Meeting History

Z-20-25

ORDINANCE NO. 2020-134

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 1.228-ACRES BEING TRACTS 62B, 62C AND 62D, FLOWER ACRES ADDITION, LOCATED AT 3311 KIDD LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; 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 1.228-acres being Tracts 62B, 62C and 62D, Flower Acres Addition (Exhibit ‘A’), located at 3311 Kidd Lane** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**; 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 denial of the application for rezoning from Single Family-2 to Single Family-3** 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 Single Family-3** 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 1.228-acres being Tracts 62B, 62C and 62D, Flower Acres Addition (Exhibit ‘A’), located at 3311 Kidd Lane** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3**.

Attachment: 2020-134 ORD rezoning 3311 Kidd Lane [Revision 1] (2414 : 2020-134 ORD rezoning at 3311 Kidd Ln.)

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 **14th day of December, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Z-20-25

Legal Description

All that certain lot, tract or parcel of land situated within and being a part of Block Numbered Sixty-two (62) of FLOWER ACRES, a subdivision of 208 acres out of the R. E. Sevey Headright Survey, Abstract No. 523, Bowie County, Texas, according to the map or plat of said Subdivision recorded in Volume 204, Page 36 of the Plat Records of Bowie County, Texas, and the subject tract being a part of that certain tract of land conveyed from Louis Heilbron and C. E. Palmer to H. A. Lane and wife, Mable Lane by deed dated January 11, 1944 and recorded in Volume 198, Page 538 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a iron pin for corner on the South boundary line of a street known as Kidd Lane, and in the North line of said Block 62 of Flower Acres, being N 89° 25' 44" W, 29.50 feet from the Northeast corner of said Block 62 and also being the Northwest corner of that certain tract or parcel of land conveyed from Doyle E. Owens and wife, Rosemary L. Owens to Lafayette Beaty, Jr. and wife, Joe Ann Lane Beaty by deed dated June 20, 1957 and recorded in Volume 348, Page 590 of the Deed Records of Bowie County, Texas;

THENCE: S 00° 08' 15" E, 367.50 feet with Beaty's West line to an iron pin for corner;

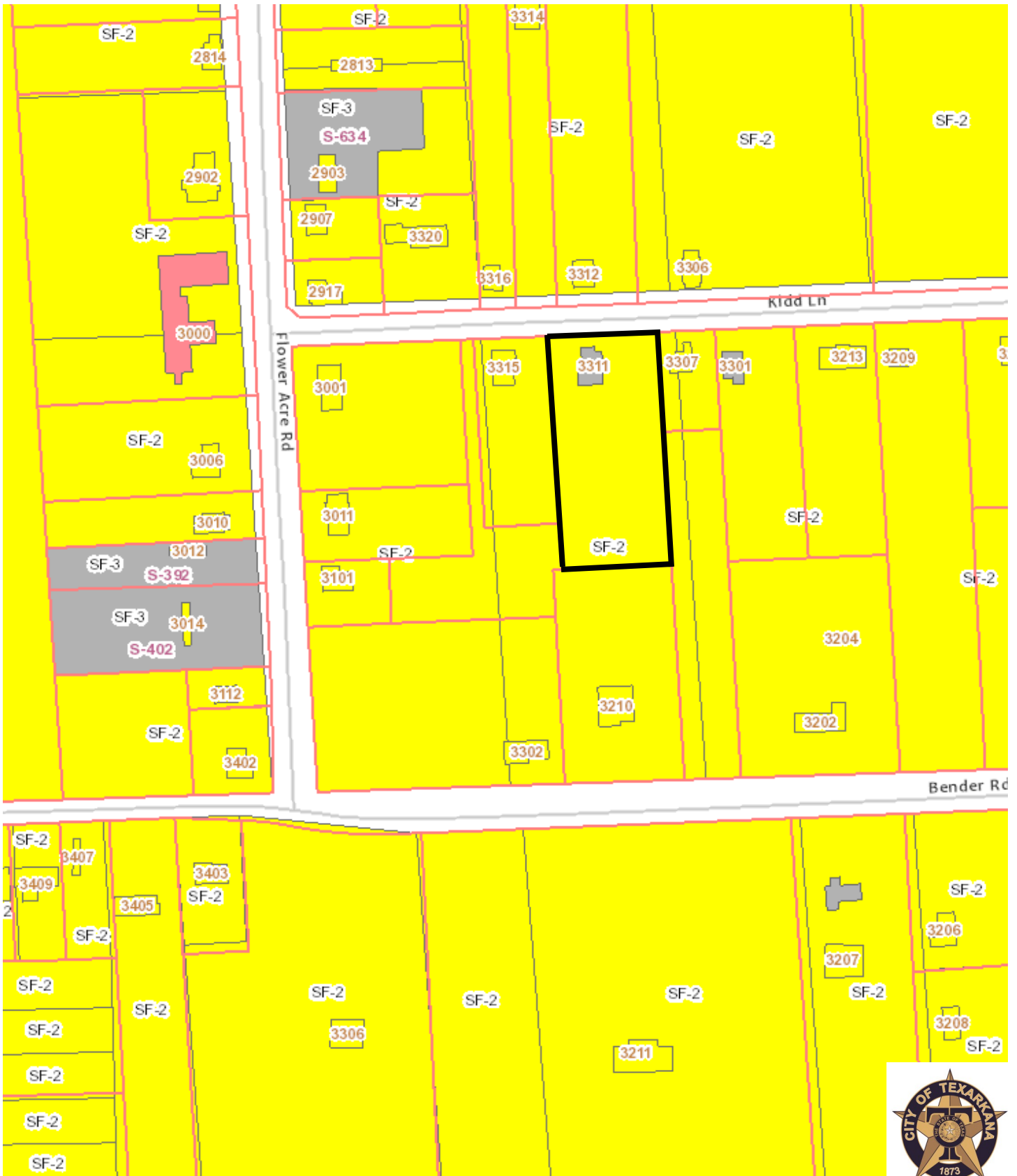
THENCE: N 89° 25' 55" W, 145.95 feet to an iron pin for corner on the East line of a certain tract of land conveyed to Annie L. Harlemson in September of 1935, as mentioned in deed recorded in Volume 195, Page 11 of the Deed Records of Bowie County, Texas;

THENCE: N 00° 01' 57" W, 367.50 feet with the East line of said Annie L. Harlemson tract to an iron pin for corner in the North line of said Block 62 of Flower Acres, being S 89° 25' 44" E, 118.50 feet from the Northwest corner of said Block 62 and also being S 89° 25' 44" E, 29.63 feet from the Northeast corner of a certain 0.408 acre tract of land conveyed from Ralph Kidd to Glen Martin by Deed dated April 29, 1966 and recorded in Volume 467, Page 571 of the Deed Records of Bowie County, Texas;

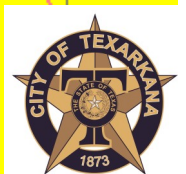
THENCE: S 89° 25' 44" E, 145.28 feet with the North line of said Block 62 and the South line of Kidd Lane to the POINT OF BEGINNING and containing 1.228 acres of land, more or less.

3311 Kidd Lane

Z-20-25



Attachment: 2020-134 ATTH 01 (maps) (2414 : 2020-134 ORD rezoning at 3311 Kidd Ln.)



3311 Kidd Lane

Z-20-25



Attachment: 2020-134 ATTH 01 (maps) (2414 : 2020-134 ORD rezoning at 3311 Kidd Ln.)



Z-20-25

24 October 2020

City of Texarkana, Texas
Planning and Zoning Commission
P.O. Box 1967
Texarkana, Texas 75504

Re: Rezoning 3311 Kidd Lane to SF-3

Esteemed Members of the Commission,

As recent owners of the land two doors down from the subject property it is disconcerting to think manufactured homes will be allowed in this neighborhood. One of the reasons we chose this location was the fact that it did not allow mobile homes.

In a study of housing values in three North Carolina counties, Wubneh and Shen (2004) found that single-family houses located near manufactured housing communities had lower property values than those located farther from these communities. Other researchers have found similar patterns (Munneke and Slawson 1999).

While current manufactured homes may be as or more aesthetically pleasing than conventional stick-built homes this usually occurs at the higher price point. Without any form of neighborhood control, there's no way to ensure the quality or standard of the home the Robey's will place on the property. The SF-3 classification is too broad for this situation.

While I appreciate the Robey's desire to be in this area, I would ask they comply with the existing SF-2 classification and that the commission to deny the request to rezone the subject property.

Sincerely,



Jeffrey R. & Sharon L. Thomas
3301 Kidd Ln. Texarkana, Texas

Attachment: 2020-134 ATTH 02 (letter in opposition) (2414 : 2020-134 ORD rezoning at 3311 Kidd Ln.)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Attachment: 2020-134 Goals & Perspectives (2414 : 2020-134 ORD rezoning at 3311 Kidd Ln.)

City of Texarkana, Texas

Version: A

Update Date: 11/18/2020 9:13 AM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Laura Puckett, Administrative Coordinator

Subject: Ordinance No. 2020-135 granting a Specific Use Permit to allow the location of a double-wide HUD code manufactured home on an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane. Jeffrey and Peggy Robey, owners. (A 3/4 vote of the City Council is required to approve this request.)

Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

Item Schedule

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

Updates/History of Briefing:

A $\frac{3}{4}$ vote will be required due to Planning and Zoning Commission denial.

Executive Summary and Background Information:

This is a request by Jeffrey and Peggy Robey, owners, for a Specific Use Permit to allow the location of a double wide HUD code manufactured home on an approximate 1.228-acres being Tracts 62B, 62C, 62D, Flower Acres Addition, located at 3311 Kidd Lane. This property is currently vacant land. The proposed use is a 2007 double wide HUD code manufacture home.

The adjacent zoning is Single Family-2 to the north, south, east, and west. The adjacent land use are residences to the north, south, east, and west.

The City's Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

There are other tracts of land located in the area that are zoned Single Family-3. HUD code double wide manufactured housing looks like some of the existing frame pier and beam houses in the area. This type housing could also be a revitalization housing alternative to traditional site-built homes.

Staff recommends for approval of the Specific Use Permit with the following stipulations:

1. That a 2007 or newer 4-bedroom, 2 bath double wide HUD code manufactured home be allowed on this property. See attached photos.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.

City of Texarkana, Texas

4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

The applicant should also be aware that if this request is approved, all other applicable city code/ordinance requirements must be met including but not limited to building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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

Potential Options:

Approve or Deny

Fiscal Implications:

Not applicable.

Staff Recommendation:

Staff recommends approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2020

Attachments

- a. 2020-135 ORD granting SUP at 3311 Kidd Lane (DOCX)
- b. 2020-135 EXH 'A' (legal description) (PDF)
- c. 2020-135 ATTH 01 (maps) (PDF)
- d. 2020-135 ATTH 02 (photos) (PDF)
- e. 2020-135 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	11/12/2020 5:07 PM	
Building Code Administration	Mashell Daniel	Reviewer
11/16/2020 11:58 AM		Completed

City of Texarkana, Texas

City Manager 11:19 AM	Shirley Jaster	City Manager Review Completed	11/19/2020
City Council 6:00 PM	Jennifer Evans	Meeting Completed	11/23/2020

Meeting History

ORDINANCE NO. 2020-135

S-732

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-732 TO ALLOW THE LOCATION OF A DOUBLE WIDE HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 1.228-ACRES BEING TRACTS 62B, 62C AND 62D, FLOWER ACRES ADDITION, LOCATED AT 3311 KIDD LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the **location of a double wide HUD code manufactured home** on an approximate 1.228-acres being Tracts 62B, 62C and 62D, Flower Acres Addition (**Exhibit ‘A’**), located at 3311 Kidd Lane, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend denial of the application** 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** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-732 for the location of a double wide HUD code manufactured home on an approximate 1.228-acres being Tracts 62B, 62C and 62D, Flower Acres Addition (Exhibit ‘A’), located at 3311 Kidd Lane**, in the City of Texarkana, Bowie County, Texas.

Attachment: 2020-135 ORD granting SUP at 3311 Kidd Lane [Revision 1] (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. That a 2007 or newer 4-bedroom, 2 bath double wide HUD code manufactured home be allowed on this property.
2. That the double wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the double wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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 **14th day of December, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

S-732

Legal Description

All that certain lot, tract or parcel of land situated within and being a part of Block Numbered Sixty-two (62) of FLOWER ACRES, a subdivision of 208 acres out of the R. E. Sevey Headright Survey, Abstract No. 523, Bowie County, Texas, according to the map or plat of said Subdivision recorded in Volume 204, Page 36 of the Plat Records of Bowie County, Texas, and the subject tract being a part of that certain tract of land conveyed from Louis Heilbron and C. E. Palmer to H. A. Lane and wife, Mable Lane by deed dated January 11, 1944 and recorded in Volume 198, Page 538 of the Deed Records of Bowie County, Texas, and the subject tract being more particularly described by metes and bounds as follows:

BEGINNING at a iron pin for corner on the South boundary line of a street known as Kidd Lane, and in the North line of said Block 62 of Flower Acres, being N 89° 25' 44" W, 29.50 feet from the Northeast corner of said Block 62 and also being the Northwest corner of that certain tract or parcel of land conveyed from Doyle E. Owens and wife, Rosemary L. Owens to Lafayette Beaty, Jr. and wife, Joe Ann Lane Beaty by deed dated June 20, 1957 and recorded in Volume 348, Page 590 of the Deed Records of Bowie County, Texas;

THENCE: S 00° 08' 15" E, 367.50 feet with Beaty's West line to an iron pin for corner;

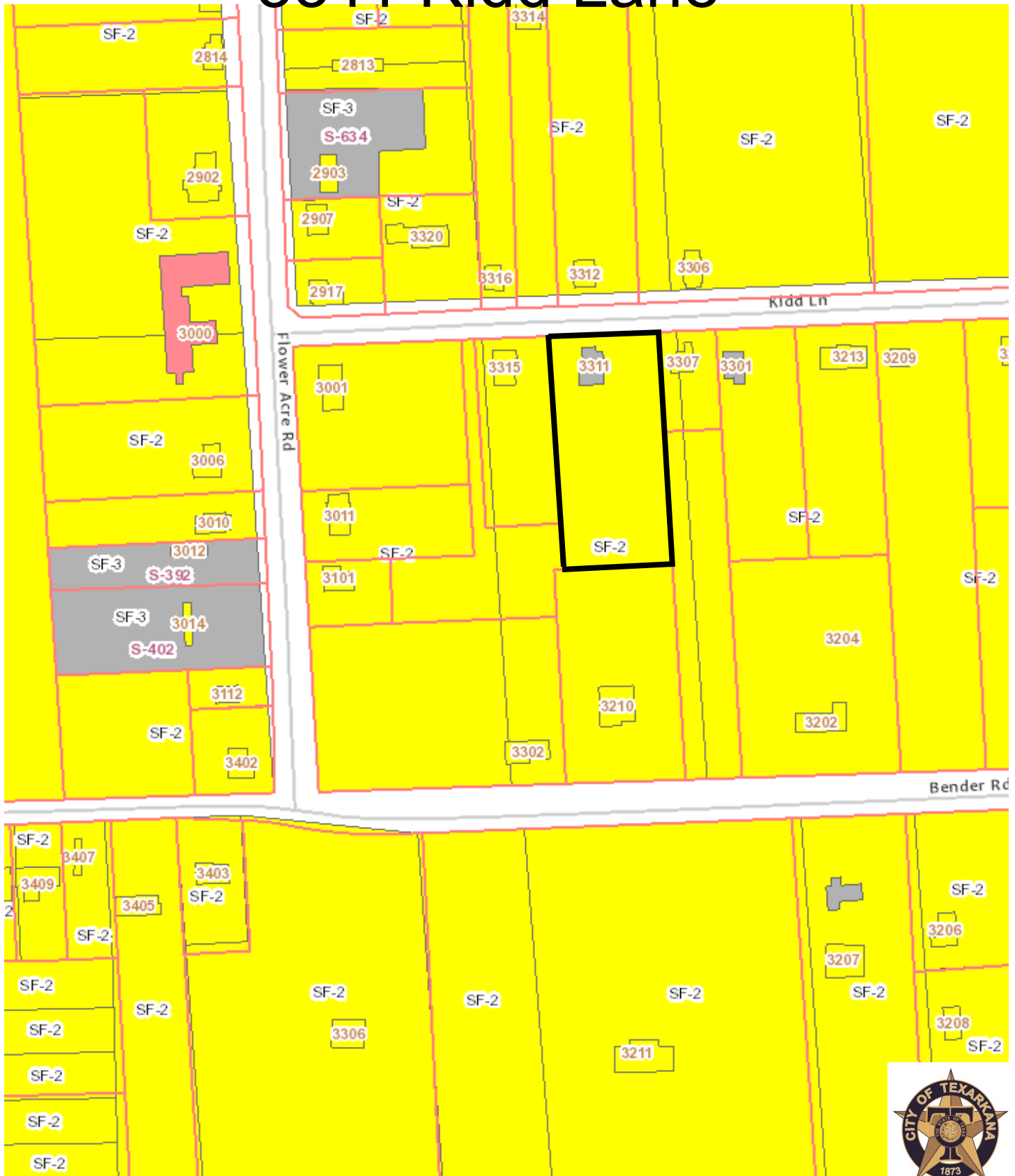
THENCE: N 89° 25' 55" W, 145.95 feet to an iron pin for corner on the East line of a certain tract of land conveyed to Annie L. Harlemson in September of 1935, as mentioned in deed recorded in Volume 195, Page 11 of the Deed Records of Bowie County, Texas;

THENCE: N 00° 01' 57" W, 367.50 feet with the East line of said Annie L. Harlemson tract to an iron pin for corner in the North line of said Block 62 of Flower Acres, being S 89° 25' 44" E, 118.50 feet from the Northwest corner of said Block 62 and also being S 89° 25' 44" E, 29.63 feet from the Northeast corner of a certain 0.408 acre tract of land conveyed from Ralph Kidd to Glen Martin by Deed dated April 29, 1966 and recorded in Volume 467, Page 571 of the Deed Records of Bowie County, Texas;

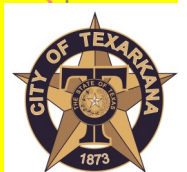
THENCE: S 89° 25' 44" E, 145.28 feet with the North line of said Block 62 and the South line of Kidd Lane to the POINT OF BEGINNING and containing 1.228 acres of land, more or less.

Attachment: 2020-135 EXH 'A' (legal description) (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)

3311 Kidd Lane



Attachment: 2020-135 ATTH 01 (maps) (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)



3311 Kidd Lane



Attachment: 2020-135 ATTH 01 (maps) (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)





Attachment: 2020-135 ATTH 02 (photos) (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)



Attachment: 2020-135 ATTH 02 (photos) (2415 : 2020-135 ORD granting SUP at 3311 Kidd Ln.)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/14/2020 11:58 AM

Lead Department: Planning and Community Development **Action Officer:** David Orr, Planning & Community Development Director
Subject: Resolution No. 2020-140 approving the Community Development Block Grant (CDBG) 2019 Comprehensive Assessment Performance Evaluation Report.
Briefing: 12/14/2020 **Public Hearing:** 12/14/2020 **Council Vote:** 12/14/2020

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The U.S. Department of Housing and Urban Development - 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, 2020).

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2019 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 during the comment period of November 23 – December 7, 2020 at the following location during regular business hours at:

Texarkana, Texas City Hall
 Department of Planning and Community Development
 220 Texas Boulevard
 Texarkana, Texas

The DRAFT CAPER is also available on the Texarkana, Texas website at www.ci.texakana.tx.us
<http://www.ci.texakana.tx.us>

City of Texarkana, Texas

The City will hold a regularly scheduled City Council Meeting, which is a Public Meeting, on November 23, 2020 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 December 14, 2020. The 15-day comment period will end on December 7, 2020.

Citizens are asked 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. December 7, 2020.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None, report only

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2020-140 RES Approving 2019 CDBG CAPER (DOCX)
- b. 2020-140 ATTH 01 Caper PY2019 Draft 11.9.20 (DOCX)
- c. 2020-140 ATTH 02 Council Presentation CAPER 11.12.20 (PDF)
- d. 2020-140 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	11/12/2020 4:45 PM		
Finance Department	Kristin Peeples	Finance Review	Completed 11/13/2020
8:19 AM			
City Manager	Shirley Jaster	City Manager Review	Completed 11/18/2020
3:25 PM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2020
6:00 PM			

City of Texarkana, Texas

Meeting History

RESOLUTION NO. 2020-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019 ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City hereby gives notice that the DRAFT of the Community Development Block Grant 2019 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

WHEREAS, the Department of Housing and Urban Development requires all recipients of CDBG 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; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2019 Program Year Consolidated Annual Performance Evaluation Report (CAPER).

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

SECTION 1: That the Community Development Block Grant 2019 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: That the City Manager is hereby authorized to submit said Community Development Block Grant 2019 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U. S. Department of Housing and Urban Development and provide such additional information as may be required.

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 **14th day of December, 2020.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



City of Texarkana, Texas CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2019 through September 30, 2020
Program Year 2019

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During CDBG Program Year 2019 (October 1, 2019 – September 30, 2020 = PY19), the City of Texarkana had a total of \$1,113,322 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$750,789 from prior allocations, \$1,891 in Program Income and \$360,642 for the Program Year 2019 allocation. The City expended \$436,270 leaving an unexpended balance at the beginning of the 2020 program year of \$677,053.

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.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administer the CDBG Program	Administration	CDBG: \$	Other	Other	1	1	100.00%	1	1	100.00%
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$	Facade treatment/business building rehabilitation	Business	5	0	0.00%			
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	10	0	0.00%			
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$	Businesses assisted	Businesses Assisted	5	0	0.00%			

First Time Home Buyer Down Payment Assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	4	0	0.00%	0	0	0.00%
Housing Rehabilitation	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	20	8	40.00%	4	4	100.00%
Public Facilities and Parks	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	100	100.00%			
Public Facilities and Parks	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20	0	0.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted						

Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	CDBG: \$ /Section 108: \$	Rental units constructed	Household Housing Unit	1	1	100.00%	1	1	100.00%

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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.

The City carried out the following activities during this reporting period:

Public Service – Vista \$6,894 : Vista One Stop Shop providing coordinated services through THN for persons experiencing homelessness.

Public Service – Community Gardens \$13,326 : Community Gardens installed/improved for LMI neighborhoods in Beverly and Rosehill.

Sidewalk/Bike \$1,760 : Completed project to install/improve sidewalks/ADA accessibility/bicycle facilities in LMI locations.

Housing Rehabilitation \$49,912 : Completed project to repair/install accessibility to homes owned by LMI individuals/families.

Section 108 Loan \$254,130 : Grim Lofts to create low/mod housing in Downtown began & will be ongoing through the next year.

Administration \$22,182 : Administration of CDBG program to provide services to LMI &/or homeless individuals/families.

CV-Public Services \$83,429 : Public Services provided by Mission Texarkana, RSOS, THC & EOC to provide food, supplies, personal protection equipment, care packages, testing, homeless shelter assistance & quarantine assistance for LMI or homeless persons affected by Covid-19.

CV-Administration \$1,975 : Administration of CDBG CV program to provide services to LMI &/or homeless individuals/families affected by Covid-19.

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	17
Black or African American	83
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	100
Hispanic	2
Not Hispanic	98

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

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.

CR-15 - Resources and Investments 91.520(a)**Identify the resources made available**

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	CDBG	419,796	325,157
HOME	HOME		
HOPWA	HOPWA		
ESG	ESG		
Section 108	Section 108	254,130	254,130
Other	Other		

Table 3 - Resources Made Available**Narrative**

During CDBG Program Year 2019 (October 1, 2019 – September 30, 2020 = PY19), the City of Texarkana had a total of \$750,789 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$192,248 from prior allocations, \$2,425 in Program Income, \$325,033 for the Program Year 2019 allocation and \$231,083 in Section 108 Loan funds. The City expended \$579,286 leaving an unexpended balance at the beginning of the 2020 program year of \$171,503.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Beverly Community Revitalization	41	10	Public Services : Vista Program, Community Gardens, Housing rehabilitation
Downtown Area	39	49	Sidewalk/Bike

Table 4 – Identify the geographic distribution and location of investments**Narrative**

Beverly Boundaries are New Boston Rd (Hwy 82), Robinson Rd, College Dr & Richmond Rd to Summerhill Rd- qual census tract 106. It is bordered by commercially zoned streets with interior comprised of older housing stock & many vacant, boarded buildings & has minority, elderly, & poverty concentrations. Staff worked closely with community leaders & it became clear that residents needed neighborhood cleanups. The city committed staff time to help while the Neighborhood Assoc has taken on the responsibility of the actual cleanups. The Downtown Area (Tract 105) is bound by the Kansas City Southern Railroad (Front St) & 7th St (MLK Blvd.), Stateline Ave, & Lake Dr. Citizens asked staff to focus on downtown revitalization for the past ten years. Consultation with numerous agencies, public meetings/hearings, citizen surveys, & votes of elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town & revitalize the

area's potential for economic growth & provide affordable housing close to area services. These regions were chosen because they have great potential & need. They are bordered by major transportation routes, prime real estate for commercial development. New multifamily & new single family housing will provide safe, secure, quality, affordable, housing for families. The economic development potential can bring jobs to sustain these LMI areas.

In PY2019, expenditures included:

Downtown area: tracking devices were purchased for bikes being used for homeless individuals who are searching for jobs or have obtained jobs but are in need of transportation. Grim Lofts to create low/mod housing in Downtown began & will be ongoing through the next years & will include Section 108 Loan Funds. Section 108 Loan funds were drawn from HUD – HQ in PY2019 after closing with developer. EN funds were also drawn to repay a portion of the HUD – HQ loan plus interest and financing fees. All Section 108 Loan funds have been drawn and will be repaid using CDBG EN funds throughout the next 3 years.

Other LMI Areas:

Sidewalk crosswalk for ADA improvements installed in Liberty-Eylau area at the elementary school. Housing Rehabilitation Program was continued in PY2019 with construction being completed on 4 LMI households that were started in PY2018. Housing rehab locations were in Rosehill, Beverly and Highland Park which are all LMI neighborhoods.

Community Gardens were installed/improved in Rosehill and Beverly neighborhoods.

Public services implemented with Texarkana Homeless Coalition – Vista Program designed to provide a one-stop shop for homeless persons to receive needed services. Due to Covid-19 complications the PS program created at RSOS to provide life skills classes for homeless women & children (living at the shelter) as well as job training classes for all residents of RSOS was cancelled for PY2019 with hopes to resume in PY2020.

Leveraging

Explain how federal funds leveraged additional resources (private, state & 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. Publicly 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 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
- \$ 100,000 NEA Grant for Downtown redevelopment

Note: Texarkana, Texas is not a HOME entitlement community.

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.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	50	50
Number of Non-Homeless households to be provided affordable housing units	50	50
Number of Special-Needs households to be provided affordable housing units	50	50
Total	150	150

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	20	0
Number of households supported through Rehab of Existing Units	4	4
Number of households supported through Acquisition of Existing Units	0	0
Total	24	4

Table 6 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's 5 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 2019 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 TDHCA in the 5 Year Plan & 1 Year Action Plans. For example, the City included four Housing

Rehabilitation projects in the Con 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 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, ArkTex Council of Governments and Mission Texarkana. 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 & outcomes specified in the 5 Year Consolidated Plan. The City has submitted a new 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, & homelessness prevention activities.

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.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	4	0
Moderate-income	0	0
Total	4	0

Table 7 – Number of Households Served

Narrative Information

The city operates a Homebuyers Assistance & Home Rehabilitation Programs to increase affordable housing in LMI neighborhoods. In PY2019, 4 homes were completed with CDBG housing rehab assistance. Additionally, the city is actively involved with mortgage lenders as a part of the Community Advisory Committee to increase access to affordable housing products & loan services in Texarkana. The city made available a First Time Home Buyer Assistance Grants Program in Program Year 2019 (October 1, 2019 – September 30, 2020) that require eligibility determination, however, no funds were expended during the year due to no applicants completing home purchase.

The city is a grantee for ESG & CoC funds to assist extremely low-income individuals & families. Homeless PIT numbers have decreased 17% or to 120 individuals during the last homeless count period. The city has several infrastructure projects including over 15,994 LF of new sidewalks & ramps to

increase access/safety/mobility for persons with disabilities.

The city is an active partner & providing a 2.3-million-dollar loan package for the Hotel Grim Lofts that will provide 93 additional housing units with 20 affordable units for low to moderate income individuals & families.

DRAFT

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 & supportive services to the elderly & frail elderly;
- To assist public & nonprofit agencies in providing housing & supportive services to homeless persons & those "at-risk" of homelessness.
- To assist the Texarkana Homeless Coalition & those agencies that are part of the coalition, serving special needs populations.

The city of Texarkana 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 & the city contributes countless hours to assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, & create economies of scale. Additionally, the city has partnered with homeless services providers to apply for Continuum of Care & Emergency Solutions Grant funds & 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 2018 Action Plan. Specifically, the city focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network & Texas Balance of State Continuum of Care. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing & Rapid Re-Housing:

RSOS for the Homeless (emergency shelter for 86 unaccompanied adults) provides services under ESG & CoC grants. The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people & 25 beds for individual men). ArkTex Council of Governments (ATCOG) provides services under the ESG grant. Mission Texarkana provides services under CoC grant.

RSOS provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, & Unaccompanied Men are located in Texarkana, Arkansas. Their facility is listed 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. Mission Texarkana (formerly Texarkana Friendship Center) provides services to the needy & homeless in downtown Texarkana. They are a non-profit care

provider rendering life sustaining assistance to the indigent & job training/placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap, or other classification. They feed an average of 300 people a day as well & provide groceries for over 20 families daily. Additionally, MT 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 plans to provide supportive housing & permanent supportive housing to homeless veterans & their families as well as supportive housing for MHMR clientele. Additionally, the city has partnered with homeless services providers for Emergency Solutions Grant funds & works closely with the THN to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2019 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and Mission Texarkana by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

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 elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS & their families, public housing residents, & victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations & homelessness. These populations have a much more difficult time finding, securing, & maintaining adequate housing & necessary social services. The city serves as the fiscal agent for a CoC - Rapid Re-Housing grant administered through RSOS & MT. These agencies provided rapid housing &/or case management to approximately 148 individuals, including 29 children under the CoC grant. Of these participants, one head-of-household is a veteran & ten have physical or developmental disabilities. 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, & assistance for job seekers. The program assists these persons & families learn self-sufficiency. These formerly homeless persons transition 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 2019 Action Plan. Specifically, the City focused on assisting three (3) non-profits under Public Services. The City worked closely with RSOS, Texarkana Homeless Coalition Vista program and Amachi Vision Corps to provide services such as life skills, job training and youth programs that are designed to improve the lives of homeless persons & provide help in gaining

self sufficiency.

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 primary goal for serving special needs populations is to assist public & nonprofit agencies in expanding & enhancing their provision of housing & services to the elderly, disabled & dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, & persons with addictions. The city recognizes services required by special-needs populations often overlap the housing needs & supportive services for the homeless as identified & addressed throughout the Consolidated Plan. CDBG funding was used to meet outcomes associated with the Program Year 2019 Action Plan. Specifically, the city focused on assisting three (3) non-profits under Public Services: RSOS, THC Vista program & Amachi Vision Corps to provide services such as life skills, job training & youth programs that are designed to improve the lives of homeless persons & provide help in gaining self sufficiency. The City made payments directly to the non-profit providers of Public Services. Due to Covid-19 some of these activities were put on hold for PY2019 with hopes of continuing them in PY2020. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Texarkana & 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.

Public Housing currently has less than a 2% vacancy rate & 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. The city continues to assist the PHA in the acquisition of lots, demolition & clearance. Subsidized housing on the existing PHA site & 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 Area where the homes are primarily owner occupied or rentals & 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, & frequent, positive resident engagement encourages residents to seek out & use services offered & participate in the management of public housing in Texarkana. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, &/or non-profit agencies, including educational resources like GED preparation & computer skills training through the Literacy Council, vocational & job training programs offered through Workforce Solutions, Texarkana Community College, & Texas A&M Texarkana, financial management skills training, child care, & other relevant support services. These programs help to connect residents to information that can help them to obtain better paying jobs & greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, & providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods of the city. Staff continues to work closely with HATT to improve resident engagement & homeownership. Additionally, the city continues to educate lenders & HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the CDBG program. CDBG funding was used to meet outcomes associated with the Program Year 2019 Action Plan in Public Housing as Administrative planning funds. 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

HATT is an exemplary public housing authority & is not designated as troubled.

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)

An analysis of factors that affect the cost, production, or maintenance of housing affordable to extremely low-, & LMI families has aided the city in developing programs that reduce the adverse effects of these constraints. Policies concerning the public welfare, building codes & subdivision standards are required by law for the protection & general welfare of the community & 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. Race & poverty concentrations can be barriers to affordable housing, so city will continue to develop new strategies to ameliorate these types of barriers. The city is implementing the following strategies to address them:

- Substantial down payments required to purchase new/existing homes—First time home buyer assistance program, lender education, work with Coalition partners on financial education classes; provide educational materials at community events
- Availability of credit to LMI persons w/credit problems—lender education, work with Coalition partners on financial education classes, provide educational materials at community events
- Availability of decent affordable single-family units/affordable rental properties—work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of affordable single-family homes & rental properties

CDBG funds have been administered by the Planning & Community Development Department (PCD). In order to administer this program more effectively, several departments whose jurisdictions & expertise lend themselves to a more robust program were reorganized/combined. The PCD now incorporates planning, zoning, economic development, grants management & community development.

Consideration of affordable housing barriers such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees & charges, growth limitations, & policies affecting affordable housing is integral to the city's efforts to improve the livability of the city. The city considers the impacts of any changes of the above when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, & no less than two briefings on every item occur before the Council votes on any issue. The city developed a new Ten-Year Comprehensive Plan that will guide the city's policies, taxes, fees, & codes for the next ten years. Any plan passed by the 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 & engage residents, renters, & owners of businesses in Texarkana, especially those in the Downtown, Rosehill and Beverly Target areas & 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 & social service agency personnel continues to provide City staff with the background understanding of unfiltered real needs and desires of community members.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The city emphasizes lead-based paint (LBP) counseling & awareness in all of its programs. The city informs interested persons of home buyers assistance & housing rehabilitation of lead paint hazards as well as identifying & abating lead-based paint hazards during the housing 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, & reduction activities into its existing housing programs. The City also maintains a continued focus on the hazards of lead-based paint & the need for lead-based paint testing of potential rehabilitation projects. 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 Tx DSHS, 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 & education regarding lead-based paint via city's website, publications & presentations
- Integration of lead hazard evaluation & reduction activities into any activities that would disturb the ground in potentially lead contaminated areas
- Provide training & 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 &/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 2 Target Area in Qualified Census Tracts – Downtown & Beverly
- Emphasis on economic development in downtown & Beverly.
- Economic development services are now under PCD, ensuring seamless efforts between redevelopment, community development, & economic development
- Networking: HATT, Workforce Development, local banks & the Homeless Coalition to identify local service providers that offer education, job training services, material services, child care services, transportation & other services, the absence of which could prevent poverty level families from securing & keeping steady employment
- Collaboration: members of the THC, MT, local banks, ATCOG & RSOS - resulted in a robust program addressing root causes of poverty. These classes include domestic relationships, self-esteem, parenting, education classes (ESL & GED classes), & job search classes & support, including job referral service, a computer lab, resume service, & job interview preparation

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The city coordinates & administers CDBG programs, projects & activities including housing, homelessness prevention, & non-housing community development through its PCD department. PCD manages an average of 3 million dollars per year in federal state & local funds. The City has reorganized this department to incorporate the city's economic development, planning, zoning, & sustainability functions. In order to manage more effectively these functions & strengthen institutional structure, the city hired a new departmental director, new city planner & planner II, brought zoning into the department & instituted new grants management procedures for grants tracking & reporting. Current staff continue to obtain training through HUD's CPD office & 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 PCD department acts as a liaison with other city departments, community groups, public institutions, non-profit organizations & private industry to share information, identify resources & opportunities & coordinate activities to the greatest extent possible. Staff is represented in the local CoC actively participates on the Homeless Coalition & provides capacity building to at least two agencies on the Coalition.

Identify actions taken to overcome the effects of any impediments identified in the jurisdiction's analysis of impediments to fair housing choice. 91.520(a)

The City identified the following strategies to overcome any obstacles impediments to affordable housing & is implementing subsequent strategies to address possible barriers:

- Substantial down payments required to purchase new/ existing homes—First time home buyer assistance program, lender education, work with Coalition partners on financial education classes; provide educational materials at community events;
- Availability of credit to LMI persons with credit problems—lender education, work with Coalition partners on financial education classes, provide educational materials at community events;
- Availability of decent affordable single-family units & affordable rental properties—work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single-family homes & rental properties.

Funds are administered by the PCD department which incorporates planning, zoning, economic development, grants management & community development. The city developed a new Ten-Year Comprehensive Plan this year that will guide the City's policies, taxes, fees, & codes for the next ten years. Any plan passed by the City Council will address barriers to affordable housing. The city conducted a new Analysis of Impediments to Fair Housing during the creation of the 2018-2022 Consolidated Plan. The City will continue to:

- Maintain flexibility in zoning & building requirements when appropriate to allow for infill housing development & to provide technical assistance to developers of affordable housing;
- Display posters in city office buildings & provide information on website;
- Monitor city-sponsored projects for equal access & compliance of the Fair Housing Act & Building Department officials monitor code compliance to Fair Housing standards;
- Hold periodic Public Hearings providing information & requesting public comment on fair housing or related issues;
- Provide homebuyer & homeowner education, including fair housing information;
- Conduct outreach efforts to for-profit & non-profit builders & developers through funding & technical assistance to increase the supply of decent, affordable housing within low to moderate income neighborhoods;
- Meet with local lenders & home builders to encourage the use of non-traditional client loan-qualifying & loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification;
- Conduct public outreach regarding availability of housing & housing assistance including translation of housing application materials into Spanish, & 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 & credit counseling;
- Research the possibility of adopting a Fair Housing ordinance to ensure that fair housing options are available to its citizens.

CR-40 - Monitoring 91.220 and 91.230

Describe 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

Texarkana continuously monitors programs & activities to ensure compliance with City/State/Federal regulations & policies. Monitoring focuses on the following areas:

Financial: PCD & Finance staff work closely to ensure that funds drawn down are used for authorized activities on approved projects. Activities agreements, expense documentation, & approvals must be in place for funds to be expended. The City ensures a system of checks & balances & 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 & individual activities are subject to a review of environmental impacts prior to funding approval. Remediation of impacts is implemented where required & projects unable to meet environmental requirements are abandoned or alternative locations or solutions are sought.

Programmatic: Results &/or impacts are expected of all projects. Staff is charged with monitoring progress toward program goals on a regular basis. Accomplishments & 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 & discussed again during the required pre-construction conference. Contractor payments are not processed until all required forms are submitted & verified to be accurate and correct.

Minority Business Outreach: Purchasing standards are closely monitored to maximize the number of minority & women owned businesses utilized. The City uses the State of Texas Purchasing System when local minority & women owned businesses are not available.

Citizen Participation Plan 91.105(d); 91.115(d)**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City gave notice that the Draft of the PY2019 Caper would be available for public review & comment at:

Texarkana, Texas City Hall
Department Planning & Community Development
220 Texas Boulevard
Texarkana, Texas 75501

during the comment period of November 23 – December 7, 2020 during regular business hours. The Draft Caper was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period. Public meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & 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.

No comments were received during the comment period & no comments were made at the Public Hearing December 14th City Council Meeting. Attached are the minutes for that meeting.

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 most significant changes that have occurred in Texarkana's program objectives have been the exclusion of Non-CDBG Funded projects & activities from the Five-Year Consolidated Plan & Annual Action Plan. Moving from city led to volunteer-driven neighborhood association 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 & goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like TDHCA to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA & administered through City staff. Those funds are now not available & the City has been directed to remove those programs from the City's expected outcomes. However, even though these no longer exist as projects in HUD's database system (called IDIS – the Integrated Disbursement & 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 TxDot to provide needed ADA improvements to sidewalks & curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

Notice of Public Comment

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2019 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* will be available for public review/comment. The Department of HUD requires all recipients of CDBG funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER & formally present their comments for inclusion in this report.

The CAPER DRAFT can be reviewed during the 15 Day Public Comment Period at the following location during regular business hours between November 23 to December 7, 2020:

Texarkana, Texas City Hall
220 Texas Boulevard
Texarkana, Texas 75501

The DRAFT CAPER is also available on the Texarkana, Texas website (www.ci.texarkana.tx.us).

The City will hold a City Council Meeting on November 23, 2020 & Public Hearing for the CAPER will occur on December 14, 2020. Citizens are asked to present their comments at this Public Hearing or to submit written comments to the City by 5:00 p.m. December 7, 2020.

These meetings are conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & 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.

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2020-140 ATTH 02

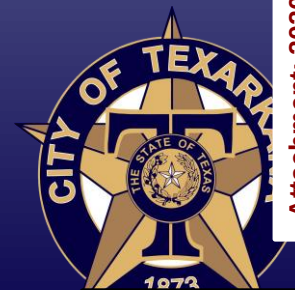
8.6.c

CDBG CAPER Report

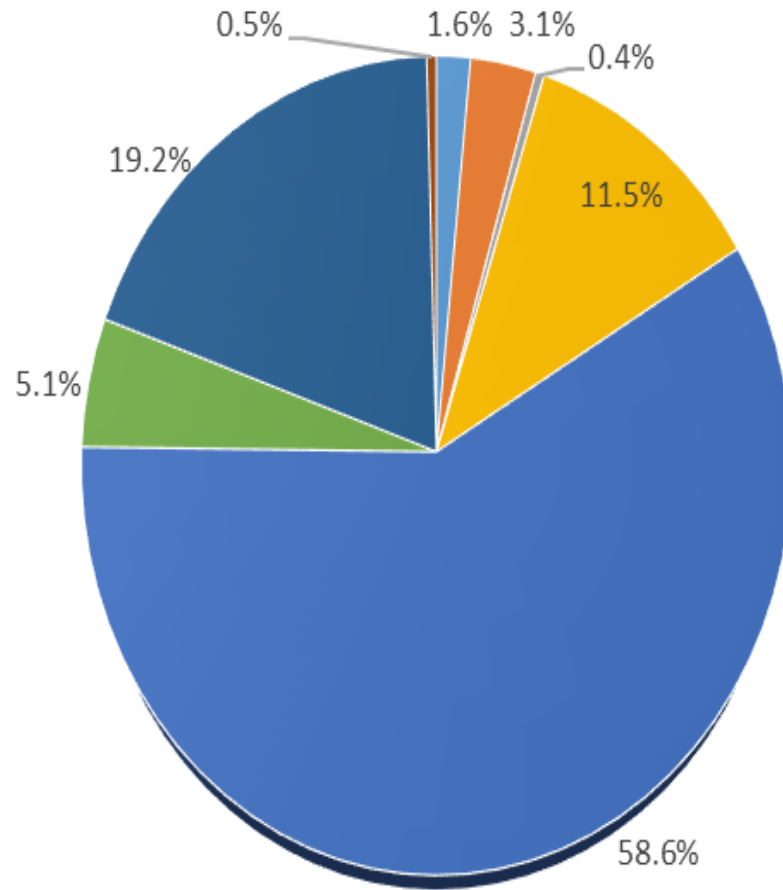
Attachment: 2020-140 ATTH 02 Council Presentation CAPER 11.12.20 (2416 : 2020-140

CDBG CAPER Report

- The annual report includes expenditures and accomplishments for the 2019 Community Development Block Grant (CDBG) Action Plan (October 1, 2019 -- September 30, 2020)
- Public Comment Period (November 23rd – December 7th, 2020)
- Public Hearing on Monday, December 14th



Community Development Block Grant Projects

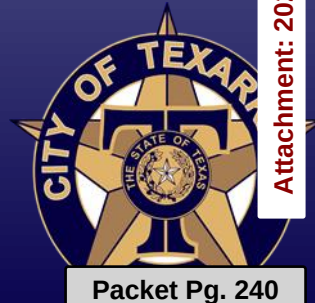


- Public Service - Vista 1.6%
- Public Service - Community Gardners 3.1%
- Sidewalk/Bike .4%
- Housing Rehabilitation 11.5%
- Section 108 Loan 58.6%
- Administration 5.1%
- CV-Public Services 19.2%
- CV-Administration .5%



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. Five percent of total expenditures went toward administration of the program.

<i>Project/Activity</i>	<i>Status</i>	<i>Percent</i>	<i>Funded</i>	<i>Drawn</i>
Public Service - Vista	Completed	1.6%	\$6,894.00	\$6,894.00
Public Service - Community Gardens	Completed	3.1%	\$13,326.00	\$13,326.00
Sidewalk/Bike	Completed	0.4%	\$1,760.00	\$1,760.00
Housing Rehabilitation	Completed	11.5%	\$49,912.00	\$49,912.00
Section 108 Loan	Completed	58.6%	\$254,130.00	\$254,130.00
Administration	Completed	5.1%	\$22,182.00	\$22,182.00
CV-Public Services	Completed	19.2%	\$83,429.00	\$83,429.00
CV-Administration	Completed	0.5%	\$1,975.00	\$1,975.00
TOTAL		100%	\$433,608.00	\$433,608.00



HOUSING REHABILITATION PROGRAM

- City completed housing rehabilitation program to four (4) LMI households this year.

Rehab items included:

Roof

Foundation Issues/Cracked walls

Windows

Exterior Siding/Painting

Electrical/Plumbing Issues

Stove/Oven/Vent Hood

Cabinets/Counters

Water Heater

Floors

Central Heat & Air System

ADA Accessibility

HOUSING REHABILITATION ACTIVITIES

BEFORE



AFTER



Sidewalk Crosswalk Activities



Attachment: 2020-140 ATTH 02 Council Presentation CAPER 11.12.20 (2416 : 2020-140

Community Gardens

Rosehill Neighborhood



Community Gardens Beverly Neighborhood



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other: