CITY OF TEXARKANA

CITY COUNCIL

AGENDA • DECEMBER 12, 2016

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

Mayor

Bob Bruggeman

Ward 1	Ward 3	Ward 5
Jean H. Matlock	Tina Veal-Gooch	Christy P. Paddock
Ward 2	**Ward 4**	**Ward 6**
Willie Ray	Brian Matthews	Josh Davis

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

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

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

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

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER JEAN MATLOCK

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, December 26, 2016 - CANCELLED
Monday, January 9, 2017 at 6:00 p.m.
Monday, January 23, 2017 at 6:00 p.m.

Appointments to Boards & Commissions

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

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

V. ITEMS FOR CONSIDERATION

Consent Items

1. Consider approval of the minutes of the Special Meeting of the City Council held on November 21, 2016 at 6:00 PM.

2. Consider approval of the minutes of the Regular Meeting of the City Council held on November 28, 2016 at 6:00 PM.

3. Resolution No. 2016-144 approving a $2,500 expenditure from the Community Relations account for the City Council and staff to attend the Chamber of Commerce 2017 annual celebration.

Public Hearing:
Second Briefing:
Council Vote: December 12, 2016

Action Items

4. Ordinance No. 2016-143 amending the budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 for the 2003, 2005, and 2009 bond funds.

   Public Hearing:
   Second Briefing:
   Council Vote: December 12, 2016

VI. FIRST BRIEFINGS

1. Ordinance No. 2016-142 amending the budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 to appropriate funding in the amount of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) for the Capital Improvement Plan playground equipment replacement project.

   Public Hearing: December 12, 2016
   Second Briefing:
   Council Vote: December 12, 2016

VII. PUBLIC HEARINGS

1. The U.S. Department of Housing and Urban Development – Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2016). The Public Comment Hearing will be held on December 12th for the 2015 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 28 – December 12, 2016.

2. Ordinance No. 2016-138 rezoning Lot 13, Ames Acres Addition, located at 3504 Robin Lane. Single Family-1 to Planned Development-General Retail. Terry and Linda Hester, applicants. Pete Snow and Terry Tidwell, agents.

Public Hearing: December 12, 2016
Second Briefing: January 9, 2017
Council Vote: January 23, 2017

3. Ordinance No. 2016-139 rezoning Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive. Office to General Retail. Richard Powell, applicant.

   Public Hearing: December 12, 2016
   Second Briefing: January 9, 2017
   Council Vote: January 23, 2017

4. Ordinance No. 2016-140 granting a Specific Use Permit to allow the one additional use of an outdoor automobile sales lot on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. Dean Hart, applicant. Daniel Lyons, agent.

   Public Hearing: December 12, 2016
   Second Briefing: January 9, 2017
   Council Vote: January 23, 2017

5. Resolution No. 2016-141 authorizing the City Manager to enter into a contract for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator in an amount not to exceed $277,330.89.

   Public Hearing: December 12, 2016
   Second Briefing: January 9, 2017
   Council Vote: January 23, 2017

VIII. SECOND BRIEFING WITH UPDATES

1. Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.

   Public Hearing: November 28, 2016
   Second Briefing: December 12, 2016
   Council Vote: January 9, 2017

IX. SECOND BRIEFING WITHOUT UPDATES

1. Resolution No. 2016-125 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

   Public Hearing: November 28, 2016
   Second Briefing: December 12, 2016
   Council Vote: January 9, 2017

X. ITEMS FOR DISCUSSION

Staff Updates

XI. ADMINISTRATIVE COMMENTS

1. Council
2. Staff

XII. ADJOURNMENT

_____

Jennifer Evans, City Secretary

This open meeting of a governmental entity is subject to the Texas Open Meetings Act (Chapter 551, Government Code). The "Council Chambers" is the room or property where the City Council holds this meeting.

Pursuant to Section 46.035(c), Penal Code (unlawful carrying of handgun by license holder), a license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

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

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 21, 2016

Council Chambers | **Special Meeting** | **6:00 PM**

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER DR. BRIAN MATTHEWS

ee Name	Title	Status	Arrived
ggeman	Mayor	Present	
Matlock	Ward 1	Present	
Ray	Ward 2	Absent	
al-Gooch	Ward 3	Present	
Matthews	Ward 4	Present	
P. Paddock	Ward 5	Present	
vis	Ward 6	Absent	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, David Orr, Kristin Peeples, and Jerry Sparks.

Legal Counsel: None.

III. EXPLANATION OF CANVASS PROCEDURE

Mayor Bruggeman explained the canvassing procedure to council before review of the official November 8, 2016 General Election precinct tally sheet documents provided by the Bowie County Elections Office.

IV. ITEMS FOR CONSIDERATION

Action Items

1. Ordinance No. 2016-134 canvassing the returns and declaring the results of the General Election held on November 8, 2016 for the purpose of electing a Council Member for Ward 1.

Minutes Acceptance: Minutes of Nov 21, 2016 6:00 PM (Consent Items)

Public Hearing:
Second Briefing:
Council Vote: November 21, 2016

Mayor Bruggeman passed the General Election tally sheets to council for review before the vote.
(6:09 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Matthews, Ward 4
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Veal-Gooch, Matthews, Paddock
ABSENT:	Ray, Davis
EXCUSED:	Bruggeman

2. Ordinance No. 2016-135 canvassing the returns and declaring the results of the General Election held on November 8, 2016 for the purpose to propose to voters the Adoption of the Fire and Police Employee Relations Act for the Texarkana, Texas, Fire Department.

Public Hearing:
Second Briefing:
Council Vote: November 21, 2016

Mayor Bruggeman passed the General Election tally sheets to council for review before the vote.
(6:12 p.m.)

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

3. Ordinance No. 2016-136 accepting the Certification of Unopposed Candidates in the General Election held on November 8, 2016.

Public Hearing:
Second Briefing:
Council Vote: November 21, 2016

(6:13 p.m.)

Minutes Acceptance: Minutes of Nov 21, 2016 6:00 PM (Consent Items)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Brian Matthews, Ward 4
AYES:	Matlock, Veal-Gooch, Matthews, Paddock
ABSENT:	Ray, Davis
EXCUSED:	Bruggeman

V. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:15 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Matthews, Ward 4
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Veal-Gooch, Matthews, Paddock
ABSENT:	Ray, Davis
EXCUSED:	Bruggeman

Minutes Acceptance: Minutes of Nov 21, 2016 6:00 PM (Consent Items)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 28, 2016

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

ee Name	Title	Status	Arrived
ggeman	Mayor	Present	
Matlock	Ward 1	Present	
Ray	Ward 2	Present	
al-Gooch	Ward 3	Present	
Matthews	Ward 4	Late	6:15 PM
P. Paddock	Ward 5	Present	
vis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Kristin Peeples, Judge Sherry Jackson, Dusty Henslee, Lynn Henry, Lisa Thompson, Karey Parker, David Orr, Rea Donna Jones, J.D. Phillips, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY PADDOCK

Swearing In Ceremony for Council Member Candidates by Judge Sherry Jackson

Mayor: Bob Bruggeman
Council Member Ward 1: Jean Matlock
Council Member Ward 4: Brian L. Matthews
Council Member Ward 6: Josh Davis

(Signing of Official Documents)

Mayor Bruggeman thanked the entire council for its great service to the city and said he looks forward to working with Council Members Matlock, Matthews, and Davis for another two-year term. Mayor Bruggeman wished for a prosperous upcoming year to continue the many great things that have already been accomplished in the city.

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

Council Member Matlock thanked her family and friends for attending the swearing-in ceremony. Council Member Matthews thanked Mr. & Mrs. Steve Matlock for their support and attendance at the swearing-in ceremony.

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, December 12, 2016 at 6:00 p.m.
Monday, December 26, 2016 - CANCELLED

Parks & Recreation Events:

December 1st	Bramlett Beans & Cornbread	Southwest Center

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

Mayor Bruggeman welcomed Texarkana Arkansas Mayor Ruth Penney Bell and her husband, Buddy, to the meeting. Mayor Bruggeman recognized Hayden Stoner with Troop #16 who currently is working on his citizenship badge. The Mayor also recognized students from Liberty Eylau High School in attendance.

The Mayor announced that the Agent Barry Live United Bowl is scheduled for Saturday, December 3rd at Razorback Stadium. Game kickoff will be at 12 noon.

The Main Street Annual Downtown Christmas Parade will be held on Monday, December 5th beginning at 7:00 p.m.

Appointments to Boards & Commissions

There were no appointments made to any board or commission.

Council Members Annual Board Appointments Review

Mayor Bruggeman said he will continue serving on the Texarkana Urban Transit District Board and the Bi-State Intergovernmental Advisory Committee. Council Member Veal-Gooch decided to vacate her service on the Bi-State Intergovernmental Advisory Committee. She has served on the Bi-State IAC for quite some time. Mayor Bruggeman said this creates an opening for other council members to contemplate serving on this committee.

Mayor Bruggeman asked council members to also consider the other various board positions served by council and to notify the City Secretary for any changes or adjustments.

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

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

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

There were no public comments made at Open Forum.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:26 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 14, 2016 at 6:00 PM.

2. Ordinance No. 2016-117 amending Chapter 11 Sec. 105-99 of the International Residential Code.

   Public Hearing: October 24, 2016
   Second Briefing: November 14, 2016
   Council Vote: November 28, 2016

3. Ordinance No. 2016-119 amending the Code of Ordinances Secs. 28-1(b),130-5,140-179 and 140-239 for sidewalk board type signs to be allowed for advertising in the Central Business zoning district.

   Public Hearing: October 24, 2016
   Second Briefing: November 14, 2016
   Council Vote: November 28, 2016

Action Items

4. Resolution No. 2016-137 appointing a Mayor Pro Tem for the term beginning December 1, 2016 and ending on November 30, 2017 or until superseded by new council member appointments.

   Public Hearing:
   Second Briefing:
   Council Vote: November 28, 2016

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

Council Member Veal-Gooch recommended Council Member Davis for appointment as Mayor Pro Tem.
(6:28 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Willie Ray, Ward 2
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Paddock, Davis
EXCUSED:	Bruggeman

VI. FIRST BRIEFINGS

1. The U.S. Department of Housing and Urban Development – Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2016). The Public Comment Hearing will be held on December 12th for the 2015 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 28 – December 12, 2016.

   Public Hearing December 12, 2016

   David Orr briefed this item.

   RESULT: MOVED FORWARD Next: 12/12/2016 6:00 PM

2. Ordinance No. 2016-138 rezoning Lot 13, Ames Acres Addition, located at 3504 Robin Lane. Single Family-1 to Planned Development-General Retail. Terry and Linda Hester, applicants. Pete Snow and Terry Tidwell, agents.

   Public Hearing: December 12, 2016
   Second Briefing: January 9, 2017
   Council Vote: January 23, 2017

   David Orr briefed this item.

   RESULT: MOVED FORWARD Next: 12/12/2016 6:00 PM

3. Ordinance No. 2016-139 rezoning Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive. Office to General Retail. Richard Powell, applicant.

   Public Hearing: December 12, 2016
   Second Briefing: January 9, 2017
   Council Vote: January 23, 2017

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

David Orr briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM

4. Ordinance No. 2016-140 granting a Specific Use Permit to allow the one additional use of an outdoor automobile sales lot on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. Dean Hart, applicant. Daniel Lyons, agent.

Public Hearing: December 12, 2016
Second Briefing: January 9, 2017
Council Vote: January 23, 2017

David Orr briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM

5. Resolution No. 2016-141 authorizing the City Manager to enter into a contract for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator in an amount not to exceed $277,330.89.

Public Hearing: December 12, 2016
Second Briefing: January 9, 2017
Council Vote: January 23, 2017

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM

VII. PUBLIC HEARINGS

1. Resolution No. 2016-125 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

There were no public comments made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM

2. Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

Mary Bruce addressed council at this public hearing.

RESULT:	**MOVED FORWARD**	**Next: 12/12/2016 6:00 PM**

3. Motion to move Ordinance No. 2016-133 up for council vote.

(6:51 p.m.)

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

4. Ordinance No. 2016-133 authorizing the City Manager to enter into a contract with Four Thirteen Inc. for the construction of the Texarkana, Texas Gateway Welcome sign.

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

There were no public comments made at this hearing.
(6:51 p.m.)

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

VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES - NONE

X. ITEMS FOR DISCUSSION

Staff Updates

City Manager Whitson announced that the tentative date for the City Council to meet with members from the Riverbend Water Resources District Board and Sulphur River

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

Basin Authority Board is scheduled for January 10, 2017 at 6:00 p.m. The meeting location has not yet been determined.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council had no comments for staff.

2. City Staff

   Staff had no comments for council.

XII. ADJOURNMENT

In closing remarks, Mayor Bruggeman wished everyone a happy holiday season.

A motion was made to adjourn the meeting.
(6:54 p.m.)

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

Minutes Acceptance: Minutes of Nov 28, 2016 6:00 PM (Consent Items)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 12/8/2016 8:35 AM

Lead Department: City Manager **Action Officer:** John Whitson, City Manager

Subject: Resolution No. 2016-144 approving a $2,500 expenditure from the Community Relations account for the City Council and staff to attend the Chamber of Commerce 2017 annual celebration.

	Public	Second	Council
Briefing: 12/12/2016	**Hearing:**	**Briefing:**	**Vote:** 12/12/2016

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The FY17 Budget includes $50,000 in appropriations for the City Council's Community Relations Account 101-1000-54514. IAW Policy 2016-113 the city council's approval is required for expenditures exceeding $2,000.

The city council approved $4,000 for the KCS Holiday Train Stop and $27,000 for the Live United Bowl Banquet. Additional expenditures for the "Dine on the Line" event and "USMC Ball" have been expensed to the account. Total expenditures and encumbrances is $31,347.56 leaving a balance of $18,652.44.

The Texarkana USA Chamber of Commerce is hosting their 2017 Annual Celebration on Friday, 13 JAN 17. The Platinum Sponsorship is $2,500 which provides two tables for 16 attendees.

Potential Options:

- Approve the resolution as presented
- Amend the resolution for a different level of sponsorship
- Disapprove the resolution as presented

Fiscal Implications:

Expense of $2,500 plus other associated costs to decorate the tables

Staff Recommendation:

Adopt the resolution as presented

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2016-144 RES Approving Community Relations Expenditure (DOC)
b. 2016-144 ATTH 01 Chamber Annual Celebration 2017 (PDF)
c. 2016-144 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	12/06/2016 3:08 PM
Assistant City Manager Review	Completed	Shirley Jaster	Assistant City Manager	12/06/2016 3:28 PM
Public Information Officer		Lisa Thompson	PIO Review	Completed 12/07/2016 10:15 AM
City Manager	John Whitson	City Manager Review	Completed	12/07/2016 1:54 PM
City Council	Vicky Coopwood	Meeting	Pending	12/12/2016 6:00 PM

Meeting History

RESOLUTION NO. 2016 - 144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXPEND COMMUNITY RELATIONS FUNDS FOR CITY COUNCIL AND STAFF TO ATTEND THE CHAMBER OF COMMERCE 2017 ANNUAL CELEBRATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on 14 NOV 16 the city council adopted Resolution No. 2016-113 establishing policy related to the administration of the Community Relations Account 101-1000-54514 thus requiring city council approval of all expenditures exceeding $2,000; and

WHEREAS, the FY17 budget includes a $50,000 appropriation in the Community Relations Account; and

WHEREAS, currently $347.56 has been charged to the account for councilmember tickets to attend the "Dine on the Line" event and the USMC Ball; and

WHEREAS, the City Council approved two other major expenditures: (1) KCS Holiday Train Stop and (2) Live United Bowl Banquet for a total of $31,000; and

WHEREAS, the total expenditures and encumbrances for the account is $31,347.56 leaving $18,652.44 available for future expenditures; and

WHEREAS, the city is invited to participate in the Chamber of Commerce Annual Celebration to be held on Friday, 13 JAN 17 in the Texas Convention Center; and

WHEREAS, the Platinum Sponsorship is $2,500 which provides two tables and seating for 16 attendees.

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

SECTION 1: That city staff is authorized to purchase the Platinum Sponsorship for the Chamber of Commerce 2017 annual celebration.

SECTION 2: That city staff is authorized additional Community Relations expenditures not to exceed $500 for table decorations.

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

Attachment: 2016-144 RES Approving Community Relations Expenditure [Revision 1] (1583 : 2016-144 RES Approving Community Relations

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2016**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2016-144 RES Approving Community Relations Expenditure [Revision 1] (1583 : 2016-144 RES Approving Community Relations

Come on all you debs, janes, flyboys and fellas!
It's time to get dolled up for a Great Gatsby style

Annual Celebration

Friday, January 13th, 2017

6:00–7:00 pm
Cocktails & Silent Auction

7:00 pm
Dinner & Program

Hilton Garden Inn
Texarkana TX Convention Center
4610 Cowhorn Creek Rd
Texarkana, TX

Texarkana USA Chamber of Commerce

☐ **Yes, I can attend.** ☐ **No, I'm unable to attend.**

If yes, please give number of guests and payment information at bottom.

Sponsorship Options:

- ☐ **Platinum Sponsor $2500**– 2 Tables (16 tickets), 2 drink tickets per guest, logo on all advertisements, logo on Chamber website, logo displayed in Grand Ballroom during event
- ☐ **Gold Sponsor $1500**– 1 Table (8 tickets), 1 drink ticket per guest, logo on program, logo in Chamber newsletter, logo on slideshow during event
- ☐ **Silver Sponsor $1000**– 1 Table (8 tickets), recognition in program, logo in Chamber newsletter
- ☐ **Bronze Sponsor $750**– 4 tickets, recognition in program
- ☐ **Individual Ticket**– Number of tickets x $75/ticket: _____

Payment Options: ☐ Check Enclosed or ☐ Mail Invoice

Guest Names:

_____
_____
_____

Attachment: 2016-144 ATTH 01 Chamber Annual Celebration 2017 (1583 : 2016-144 RES Approving Community Relations Expenditure)

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:

Attachment: 2016-144 Goals & Perspectives (1583 : 2016-144 RES Approving Community Relations Expenditure)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/7/2016 4:02 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,

Subject: Ordinance No. 2016-143 amending the budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 for the 2003, 2005, and 2009 bond funds.

	Public	Second	Council
Briefing: 12/12/2016	**Hearing:**	**Briefing:**	**Vote:** 12/12/2016

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

Various projects that were funded through the 2003, 2005, and 2009 bond funds have closed out and come in under budget. This savings has left remaining unallocated funds in the 2003 bond fund of $4,071.11, in the 2005 bond fund of $27,444.86, and in the 2009 bond fund of $1,025.67. Staff has identified two projects that qualify for use of the remaining unallocated funds. These projects include septic repair work at Bringle Park ($27,341.64) and off-site mitigation reforestation for the University Avenue and Bringle Park construction projects ($5,200.00). Because funding for these projects was not originally appropriated in the fiscal year 2017 budget, staff is requesting an amendment to the original budget adopted under Ordinance 2016-086.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Appropriate available resources in the 2003, 2005, and 2009 bond funds.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

a. 2016-143 ATTH 01 University Bringle Wetland Mitigation Reforestation Agreement (PDF)
b. 2016-143 ORD FY 17 Budget Amendment for 2003 2005 and 2009 Bond Funds (DOC)
c. 2016-143 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	12/05/2016 11:25 AM
Finance Department	Kristin Peeples	Finance Review	Completed	12/05/2016 11:25 AM
Parks, Recreation & Health	Robby Robertson	Review	Completed	12/05/2016 11:28 AM
Public Works Department	Kyle Dooley	Review	Completed	12/05/2016 11:31 AM
Assistant City Manager	Shirley Jaster	Assistant City Manager Review	Completed	12/05/2016 12:29 PM
Public Information Officer	Lisa Thompson	PIO Review	Completed	12/05/2016 12:43 PM
City Manager	John Whitson	City Manager Review	Completed	12/05/2016 12:43 PM
City Council	Vicky Coopwood	Meeting	Pending	12/12/2016 6:00 PM

Meeting History

P.O. Box 452
Sulphur Springs, TX
75483

HOFFMAN
ENVIRONMENTAL, INC.

Off: 903-885-0304
Fax: 903-885-3430

Attachment: 2016-143 ATTH 01 University Bringle Wetland Mitigation Reforestation Agreement (1582 : 2016-143 ORD Amending FY 2017

November 18, 2016

Mr. Kyle Dooley
City of Texarkana, Texas
Public Works Dept.
919 Elm Street
Texarkana, TX 75501

Re: Compensatory Mitigation Reforestation Associated with the Bringle Ridge Development and Bringle Lakefront Development Projects, Located in Texarkana, Bowie County, Texas

Hoffman Environmental, Inc. (HEI) is pleased to submit this proposal for off-site mitigation reforestation, consisting of enhancement activities associated with mitigation compliance for two projects located in Texarkana, Texas (Exhibit A). These projects consist of the Bringle Ridge Development and Bringle Lakefront Development. Due to poor survival of the planted trees in February 2016, the two off-site mitigation areas require replanting in order to be in compliance with the compensatory mitigation plans submitted to the USACE for each project.

Project Overview

The basic natural resource management approach the enhancement areas is to create a vegetative community that closely approximates natural, native, self-sustaining, pre-settlement plant communities, associated with this section of the Clear Creek watershed. The targeted plant communities will best represent the potential natural vegetation expected for the respective range and woodland/forest site conditions (i.e. soils, climate, hydrology, fire, etc.) for each area. A brief description of the mitigation project is listed below.

Bringle Ridge Development & Bringle Lakefront Development Projects
As part of the compensatory mitigation efforts associated with the Bringle Ridge Development and Bringle Lakefront Development projects, the City of Texarkana will enhance, by inter-planting, a 13.5-acre and 4.9-acre tract of land located off-site. The off-site enhancement area consists of emergent and forested wetland habitat and is located downstream of Bringle Lake and in the floodplain of Clear Creek.

Off-Site Enhancement of Forested Wetlands

Sites 1 & 2 Clear Creek Floodplain (Downstream of Bringle Lake)
This area totals 18.4 acres and is currently dominated by non-desirable, light-seeded species. The long-term objective for the enhancement area is to develop a forested bottomland community dominated by desirable hard-mast producing species. This will be accomplished by randomly inter-planting hard-mast dominated tree species throughout this area. Species selected will include at least 80% mast-producing species and hard mast species will constitute almost 75% of the overstory stems planted. Of the species selected, no single species will constitute more than 20% of the total saplings planted per site. Overstory tree seedlings will be inter-planted as containerized or bare root, at a rate of 200 stems/acre, on a random spacing, using dibble bars. This will total 3,675 seedlings planted in the enhancement area. Depending upon availability, some or all of the following tree species may be planted within the enhancement areas: overcup oak (*Quercus lyrata*), willow oak (*Quercus phellos*), swamp blackgum (*Nyssa sylvatica* var. *biflora*), and water hickory (*Carya aquatic*), and baldcypress (*Taxodium distichum*).

Schedule

All planting activities described above will occur between December 2016 and March 2017, as planting during the non-growing season results in a significant increase in survival. This allows for rehabilitation of soil disturbance post-planting prior to the growing season, adequate soil moisture during the "wet" season for root growth, and subsequently, a better root:shoot ratio prior to initiation of top growth in the spring.

Cost Estimate

The total cost for trees, planting labor, coordination, oversight, and other project related expenses for these projects is **$5,200.**

This cost estimate does not include costs for any remediation or corrective activities. If additional plantings are required in the future to attain success criteria, as detailed in the compensatory mitigation plans for each project, a cost estimate for these services will be submitted at that time. Additional work outside the scope of this proposal will be based on a time and materials basis of $100.00 per hour.

Closing

Please do not hesitate to contact me at (903) 885-0304 (Office) should you have questions or comments regarding this proposal. Thank you for the opportunity to provide environmental services to the City of Texarkana.

Authorization

Authorization may be provided by signing the attached agreement and returning a copy via facsimile (903-885-3430) or electronically to HEI's Sulphur Springs office.

Sincerely,

Jason Hoffman
President / Senior Biologist

Proposal Accepted:

Authorized Signature

28 NOV 16
Date

JOHN A WHITSON
Printed Name

Attachments

cc: Hoffman Environmental, Inc. – Project File (1 copy w/attachments)

Attachment: 2016-143 ATTH 01 University Bringle Wetland Mitigation Reforestation Agreement (1582 : 2016-143 ORD Amending FY 2017

EXHIBIT A

Attachment: 2016-143 ATTH 01 University Bringle Wetland Mitigation Reforestation Agreement (1582 : 2016-143 ORD Amending FY 2017

Attachment: 2016-143 ORD FY 17 Budget Amendment for 2003 2005 and 2009 Bond Funds [Revision 1] (1582 : 2016-143 ORD Amending FY

ORDINANCE NO. 2016–143

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE BUDGET ESTIMATES OF THE EXPENDITURES IN THE 2003, 2005, AND 2009 BOND FUNDS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 TO INCLUDE FUNDING FOR SEPTIC REPAIR AT BRINGLE PARK AND OFF-SITE MITIGATION REFORESTATION FOR THE UNIVERSITY AVENUE AND BRINGLE PARK CONSTRUCTION PROJECTS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH TO THE EXTENT OF SUCH CONFLICT; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved Ordinance No. 2016-086 for the annual budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 which included appropriations for the 2003, 2005, and 2009 Bond Funds; and

WHEREAS, amounts for septic repair at Bringle Park and off-site mitigation reforestation for the University Avenue and Bringle Park construction projects were not included in the original budget; and

WHEREAS, there are unallocated funds remaining in the 2003 Bond Fund of FOUR THOUSAND SEVENTY-ONE DOLLARS AND 11 CENTS ($4,071.11), unallocated funds remaining in the 2005 Bond Fund of TWENTY-SEVEN THOUSAND FOUR HUNDRED FORTY-FOUR DOLLARS AND 86 CENTS ($27,444.86), and unallocated funds remaining in the 2009 Bond Fund of ONE THOUSAND TWENTY-FIVE DOLLARS AND 67 CENTS ($1,025.67); and

WHEREAS, FOUR THOUSAND SEVENTY-ONE DOLLARS AND 11 CENTS ($4,071.11) would be allocated in the 2003 Bond Fund, ONE HUNDRED THREE DOLLARS AND 22 CENTS ($103.22) would be allocated in the 2005 Bond Fund, and ONE THOUSAND TWENTY-FIVE DOLLARS AND 67 CENTS ($1,025.67) would be allocated in the 2009 Bond Fund for the off-site mitigation reforestation associated with the University Avenue and Bringle Park construction projects; and

WHEREAS, TWENTY-SEVEN THOUSAND THREE HUNDRED FORTY-ONE DOLLARS AND 64 CENTS ($27,341.64) would be allocated in the 2005 Bond Fund for septic repair at Bringle Park.

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

SECTION 1: That FOUR THOUSAND SEVENTY-ONE DOLLARS AND 11 CENTS ($4,071.11) be allocated in the 2003 Bond Fund, ONE HUNDRED THREE DOLLARS AND 22 CENTS ($103.22) be allocated in the 2005 Bond Fund, and ONE THOUSAND TWENTY-FIVE

DOLLARS AND 67 CENTS ($1,025.67) be allocated in the 2009 Bond Fund for the off-site mitigation reforestation associated with the University Avenue and Bringle Park construction projects.

SECTION 2: That TWENTY-SEVEN THOUSAND THREE HUNDRED FORTY-ONE AND DOLLARS AND 64 CENTS ($27,341.64) be allocated in the 2005 Bond Fund for the septic repair at Bringle Park.

SECTION 3: That a copy of said amended final adopted budget shall be placed on the City's website.

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

SECTION 6: This Ordinance shall be in full force and effect from and after its passage and approval, and after the adoption of this budget or budget amendment, budget officer shall provide for the filing of a true copy of the approved budget or amendment on the City's website.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2016**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-143 ORD FY 17 Budget Amendment for 2003 2005 and 2009 Bond Funds [Revision 1] (1582 : 2016-143 ORD Amending FY

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:

Attachment: 2016-143 Goals & Perspectives (1582 : 2016-143 ORD Amending FY 2017 Budget for 2003, 2005, and 2009 Bond Funds)

City of Texarkana, Texas

Version: F

Briefing Sheet

Update Date: 12/7/2016 3:46 PM

Lead Department: Parks, Recreation & Health **Action Officer:** Robby Robertson,

Subject: Ordinance No. 2016-142 amending the budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 to appropriate funding in the amount of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) for the Capital Improvement Plan playground equipment replacement project.

Briefing: 12/12/2016	**Public Hearing:** 12/12/2016	**Second Briefing:**	**Council Vote:** 12/12/2016

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Executive Summary and Background Information:

Expenditures for the 2017 Bond Fund were not appropriated in the original budget for the fiscal year ending September 30, 2017. Therefore, an appropriation of three hundred forty seven thousand, six hundred nine dollars ($347,609) is needed to proceed with the playground replacement projects previously approved in the Capital Improvement Plan (CIP). The General Fund will loan three hundred forty seven thousand, six hundred nine dollars ($347,609) to the 2017 Bond Fund until the bond issuance is completed and then the General Fund will be reimbursed.

Please see attachment for your review of the vendor quote for the playground equipment.

Potential Options:

Approve or deny the request

Fiscal Implications:

Reimbursement

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. 2016-142 ORD Amending Budget FY 17 for Playground Equipment (DOC)
b. 2016-142 ATTH 01Texarkana Chils Play Buy Board Quote 11-21-16 (PDF)
c. 2016-142 ATTH 02 Goals & Perspectives (DOCX)

Staff Coordination

Parks, Recreation & Health	Completed	Robby Robertson 11/30/2016 1:11 PM	Department Head Review	
Finance Department	Kristin Peeples	Review	Completed	11/30/2016 3:33 PM
Assistant City Manager Review	Completed	Shirley Jaster 11/30/2016 3:46 PM	Assistant City Manager	
Public Information Officer	11/30/2016 3:48 PM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	12/05/2016 12:17 PM
City Council	Vicky Coopwood	Meeting	Pending	12/12/2016 6:00 PM

Meeting History

Attachment: 2016-142 ORD Amending Budget FY 17 for Playground Equipment (1581 : 2016-142 ORD amending budget playground equipment

ORDINANCE NO. 2016-142

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 TO APPROPRIATE FUNDING IN THE AMOUNT OF THREE HUNDRED FORTY-SEVEN THOUSAND SIX HUNDRED NINE DOLLARS ($347,609) FOR THE 2017 BOND FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, expenditures for the 2017 Bond Fund were not appropriated in the original budget for the fiscal year ending September 30, 2017; and

WHEREAS, the City of Texarkana, Texas, (the "Issuer") intends to issue debt for the Playground Equipment Project (Project) and further intends to make certain capital expenditures with respect to the Project and currently desires and expects to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under Treas. Reg. § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations; and

WHEREAS, an appropriation of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) is needed to proceed with the playground replacement project previously approved in the Capital Improvement Plan; and

WHEREAS, the General Fund will loan Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) to the 2017 Bond Fund until the bond issuance is completed; and

WHEREAS, Child's Play, Inc. submitted a quote through Buy Board for playground equipment in an amount not to exceed Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609); and

WHEREAS, the 2017 Bond Fund will reimburse the General fund in the amount of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) when the 2017 bond issuance is completed and bond proceeds are received; and

WHEREAS, the budget for the fiscal year ending September 30, 2017 should be amended to reflect the appropriation of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) in the 2017 Bond Fund.

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

SECTION 1: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2016 and ending September 30, 2017, be amended to reflect additional expenditures appropriated of Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609) in the 2017 Bond Fund.

SECTION 2: That the City Manager be and is hereby authorized to enter into a contract with Child's Play, Inc. for the Playground Equipment Project in an amount not to exceed Three Hundred Forty-Seven Thousand Six Hundred Nine Dollars ($347,609).

SECTION 3: 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 **12th day of December, 2016**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-142 ORD Amending Budget FY 17 for Playground Equipment (1581 : 2016-142 ORD amending budget playground equipment

Child's Play, Inc.
10661 Shady Trail
Dallas, TX 75220
(P) 972-484-0600 (F) 972-484-0333

ADDRESS
Robby Robertson
City of Texarkana Texas
Parks & Recreation Dept.
Southwest Center
3222 W. 7th
Texarkana, TX 75501

SHIP TO
Robby Robertson
City of Texarkana Texas
Parks & Recreation Dept.
Southwest Center
3222 W. 7th
Texarkana, TX 75501

QUOTE #	DATE	EXPIRATION DATE
2016-1214	11/21/2016	12/09/2016

P.O. NO.	PROJECT	SALES REP
BuyBoard	2017 Park Playgrounds	JS

DESCRIPTION	QTY	PRICE EACH	AMOUNT
Buyboard This is a Buyboard Purchasing Cooperative Quote. Pricing reflects Buyboard discounts as listed under Contract #423-13, Vendor #1501 Spring Lake Park:	1	0.00	0.00
BCISNUNP Spring Park: Custom Nucleus NaturePlay Series Playground Structure Design: D-1 Reg. Price: $95,845.00 Includes: 3/Intensity Nucleus Structures, Custom 3 Bay ADA Swings w/2 Freedom Swing Seats, 2/2Bay Swing Sets, 1/1Bay Swing, 1/3Bay Tot Swing Set, 1/Volta Spinner	1	74,699.00	74,699.00
BCIMisc Burke Age Appropriate Signs: 2-5 and 5-12	2	275.00	550.00
Misc LittleTikes Generations Swing Seats:	2	799.00	1,598.00

Attachment: 2016-142 ATTH 01Texarkana Chils Play Buy Board Quote 11-21-16 (1581 : 2016-142 ORD amending budget playground equipment

DESCRIPTION	QTY	PRICE EACH	AMOUNT
PIP Rubber Poured-In-Place Rubber Surfacing: Poured-In-Place Rubber Surfacing: With Curved Design under swings and Field color. 2 Colors with 50% Black mix. For 8' Fall Height for Swings VitriTurf Bondflex: 50%/50% Color and Black Approximately 1,250 square feet. Wallace Park:	1	16,404.00	16,404.00
BCISNUIN Wallace Park: Custom Nucleus/Intensity Series Playground Structure Design: D-1 Reg. Price: $59,556.00 Includes: 2/Intensity Nucleus Structures, 1/2Bay Swing Set w/2Tot and 2Belt Seats, 2/Age Signs	1	42,861.00	42,861.00
SPShade Shade Canopy: 30'x26'x12' entry height, 4 Post Hip Style: Colors TBD. Price Includes: material, freight, and installation. Beverly Park	1	10,600.00	10,600.00
BCISBasics Beverly Park: Basics Series Playground Design: D-1 Reg Price: $22,139.00 Includes: 1/Voltage Structure, 1/Voltage Slide, 1/2Bay Swing Set w/belt seats, 1/Comet II Spinner, Borders Timbers, 1/Age Sign	1	18,698.00	18,698.00
Geo Textile Fabric Geo Textile Fabric	1	500.00	500.00
Wood Fiber Engineered Wood Fiber: Includes Freight and Installation	90	39.00	3,510.00
BCISVoltage Karrh Park: D-1 Custom Voltage Series Playground Structure: Reg. Price: $19,392.00 *Fall Fun Sale Includes: 1/Voltage Structure, 1/Age Sign	1	13,772.00	13,772.00
BCISVoltage Findley Park: D-1 Custom Voltage Series Playground Structure: Reg. Price: $11,440.00 Includes: 1/Voltage Structure, 1/2Bay Swing Set w/Belt Seats, 1/Comet II Spinner, 1/Age Sign	1	9,265.00	9,265.00

Attachment: 2016-142 ATTH 01Texarkana Chils Play Buy Board Quote 11-21-16 (1581 : 2016-142 ORD amending budget playground equipment

DESCRIPTION	QTY	PRICE EACH	AMOUNT
BCISVoltage Ferguson Park: D-1 Custom Voltage Series Playground Structure: Reg. Price: $37,466.00 Includes: 1/Voltage Structure,1/Intensity Structure, 1/Volta Spinner, 1/3 Bay Swing Set w/2Tot, 2/Belt seats, and 1/Custom Generations Swing Seat, 1/Age Sign	1	29,405.00	29,405.00
BCISVoltage Bell Park: D-1 Custom Voltage Series Playground: Includes: 1/2Bay Swing Set w/Belt Seats, 1/2Bay Swing Set w/2Tot and 2Belt Seats, 1/Comet II Spinner	1	6,682.00	6,682.00
BCISVoltage S.W. Center Custom Voltage Series Playground Structure: 36-96967-1 with Age Sign. Reg. Price: $19,392.00	1	13,772.00	13,772.00
BCI580-0172 6' Traditional Series Bench - In-Ground Reg. Price: $477.00	10	453.00	4,530.00
BCI580-0189 Traditional Series 32 Gal Litter Container with Plastic Dome Cover - Inground Reg. Price: $429.00	10	407.00	4,070.00
Freight Freight: For all Playground Equipment.	1	17,100.00	17,100.00
Installation Professional Turn-Key Installation of Playground Equipment: Includes any removal and reinstalling existing playground borders around new playground layouts. Does not include additional pea gravel for surfacing if needed.	1	67,593.00	67,593.00
Installation Removal of all existing Equipment: Pile up for Parks Dept. to haul off.	1	12,000.00	12,000.00
***2016 Discount Prices are good thru December 9, 2016, and can be delayed for shipping as late as April 7, 2017. Payment to be made 30 days after installation.			

Attachment: 2016-142 ATTH 01Texarkana Chils Play Buy Board Quote 11-21-16 (1581 : 2016-142 ORD amending budget playground equipment

DESCRIPTION	QTY	PRICE EACH	AMOUNT
CPIWARR SUPPLEMENTAL WARRANTY: In addition to BCI Burke's non-prorated warranty, Child's Play, Inc. offers the value added service of 100% free replacement costs on all warranted BCI Burke products throughout the duration of the warranty period. The warranted items are shipped directly to Child's Play and installed free of charge by our installation crew. The result is zero out-of-pocket costs to the customer on all warranted BCI Burke products. It is BCI Burke's commitment to a higher quality product, which makes this "Special Supplemental Warranty" possible. (2) FREE SITE VISITS: When Child's Play, Inc. installs the equipment, we will perform two FREE maintenance inspections per year. Customer to schedule in advance.	1	0.00	0.00

TOTAL **$347,609.00**

Accepted By

Accepted Date

Attachment: 2016-142 ATTH 01Texarkana Chils Play Buy Board Quote 11-21-16 (1581 : 2016-142 ORD amending budget playground equipment

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	High

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2016-142 ATTH 02 Goals & Perspectives (1581 : 2016-142 ORD amending budget playground equipment 2017 CIP)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 11/21/2016 10:59 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary

Subject: 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, 2016). The Public Comment Hearing will be held on December 12th for the 2015 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 28 – December 12, 2016.

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City of Texarkana, Texas herby gives notice that the DRAFT of the Community Development Block Grant 2015 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment at the dates and times listed below. Spanish translation is available upon request.

The Department of Housing and Urban Development requires all recipients of Community Development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report.

The DRAFT report can be reviewed at the following location during regular business hours between November 28, 2016 and December 12, 2016:

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
The City will hold a regularly scheduled City Council Meeting, which is a Public Meeting, on November 28, 2016 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 12, 2016. The 15 day Comment period will end on December 12, 2016. 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 12, 2016.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Report only.

Advisory Board/Committee Review:

(Advisory Board/Committee Name OR say "NONE")

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. CAPER Report PY2015 (PDF)
b. Council Presentation CAPER 11.28.16 (PPTX)

City of Texarkana, Texas CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2015 through September 30, 2016
Program Year 2015

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

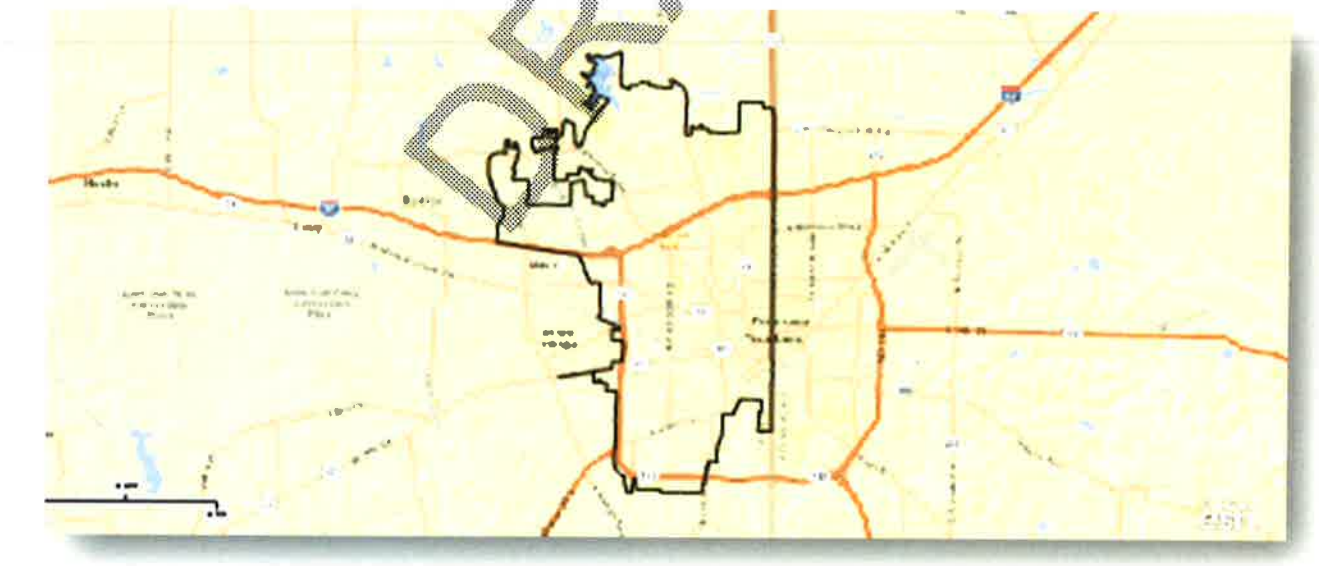
This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During CDBG Program Year 2015 (October 1, 2015 – September 30, 2016 = PY15), the City of Texarkana had a total of $ 834,658.07 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $460,102.09 from prior allocations, $75,995.98 in Program Income, and $298,560 for the Program Year 2015 allocation. The City expended $405,452.84 leaving an unexpended balance at the beginning of the 2016 program year of $429,205.23.

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.

DRAFT



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Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City carried out five activities during this reporting period:

Bike Share Program – 7%

Tree Planting Downtown & Beverly – 18%

Park Improvements – 13%

Skateboard Area in Kidtopia Park – 54%

Administration 9%

HUD requires Entitlement Communities receiving CDBG funds to spend at least seventy percent of program expenditures on activities that benefit low and moderate income persons. One hundred percent of Texarkana's program expenditures benefitted low and moderate income persons. Thirty-two percent of total expenditures went toward administration of the program.

Project/Activity	*Status*	*Percent*	*Funded*	*Drawn*
Bike Share Program	Completed	7%	$26,675.00	$26,675.00
Tree Planting Downtown & Beverly	Completed	18%	$73,422.07	$73,422.07
Park Improvements	Completed	13%	$51,478.00	$51,478.00
Skateboard Area at Kidtopia Park	Ongoing	54%	$219,310.00	$219,310.00
Administration	Completed	9%	$34,567.77	$34,567.77
TOTAL		100%	$405,452.84	$405,452.84

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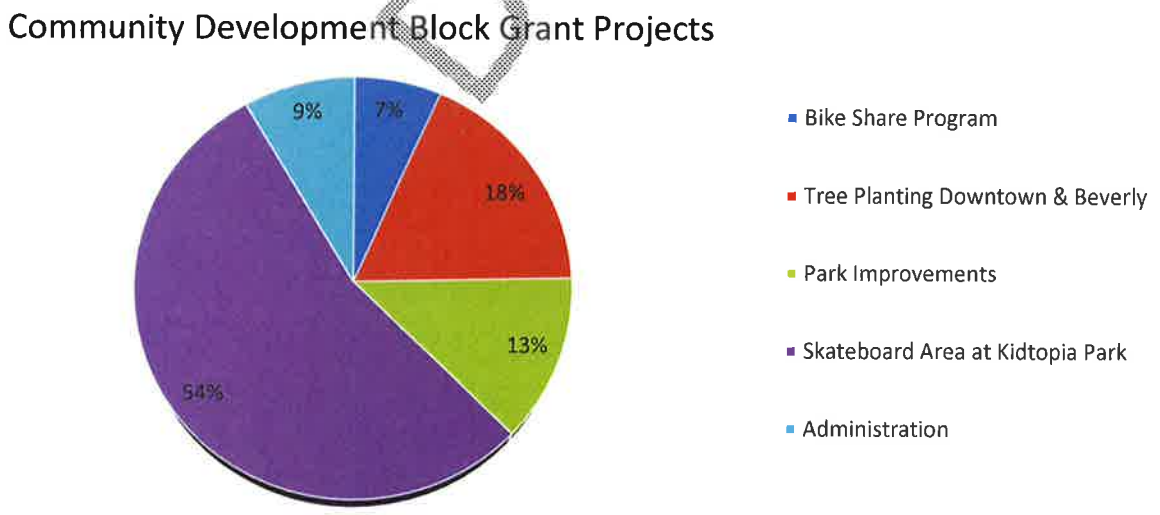

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Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administer the CDBG Program	Administration	CDBG: $34,568	Other	Other	1	1	100.00%	1	1	100.00%
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: $0	Facade treatment/business building rehabilitation	Business	5	4	80.00%	0	0	
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: $0	Jobs created/retained	Jobs	10	10	100.00%	0	0	
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: $0	Businesses assisted	Businesses Assisted	5	4	80.00%	0	0	
Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: $	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	40	40	100.00%	60	60	100.00%
Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: $	Homelessness Prevention	Persons Assisted	60	60	100.00%			

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Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: $	Housing for People with HIV/AIDS added	Household Housing Unit	2	2	100.00%	2	2	100.00%
Evaluate and Reduce Lead Paint Hazards	Affordable Housing	General Fund: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
First Time Home Buyer Down Payment Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	4	2	50.00%	1	0	0.00%
Homelessness Emergency Shelter	Homeless	General Fund: $	Homeless Person Overnight Shelter	Persons Assisted	100	100	100.00%			
Homelessness Outreach	Homeless Non-Homeless Special Needs	General Fund: $	Homeless Person Overnight Shelter	Persons Assisted	100	0	0.00%			
Homelessness Outreach	Homeless Non-Homeless Special Needs	General Fund: $	Homelessness Prevention	Persons Assisted	100	0	0.00%			
Homelessness Prevention	Homeless Non-Homeless Special Needs	General Fund: $	Homelessness Prevention	Persons Assisted	100	100	100.00%			
Housing Reconstruction	Affordable Housing	CDBG: $ / TDHCA: $	Homeowner Housing Rehabilitated	Household Housing Unit	14	4	28.57%	1	0	0.00%

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Public Facilities and Parks	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
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	50	200	400.00%	100	1000	1,000.00%
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%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Buildings Demolished	Buildings	5	5	100.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	10	0	0.00%			

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Public Services - Health Department	Non-Homeless Special Needs Non-Housing Community Development	Texas DHSH: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
Public Services - Health Department	Non-Homeless Special Needs Non-Housing Community Development	Texas DHSH: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	
Rental Assistance Information Dissemination	Affordable Housing Public Housing	General Fund: $	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	100	100.00%	20	20	100.00%
Rental Assistance Information Dissemination	Affordable Housing Public Housing	General Fund: $	Homelessness Prevention	Persons Assisted	100	100	100.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: $	Facade treatment/business building rehabilitation	Business	5	0	0.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: $	Rental units constructed	Household Housing Unit	5	0	0.00%			

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Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: $	Jobs created/retained	Jobs	15	0	0.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: $	Businesses assisted	Businesses Assisted	5	0	0.00%			

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

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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	1,215
Black or African American	380
Asian	0
American Indian or American Native	3
Native Hawaiian or Other Pacific Islander	1
Total	**1,599**
Hispanic	16
Not Hispanic	337

Table 2 – Table of assistance to racial and ethnic populations by source of funds

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Narrative

Project resources were concentrated in Texarkana's two Target Areas, the Beverly neighborhood and Downtown Texarkana.

Downtown Texarkana is located in Census Tract #48037010500. This tract has a poverty rate of 49.8%. Of the 3232 residents that call the Downtown area home, 1,009 are white, 2,050 are Black or African American. Population continues to decline in the area as fewer and fewer make their homes here. In this area of just over 200 acres, there are over 200 confirmed or suspected Brownfield properties ranging from suspected lead and asbestos contamination to petroleum and MTBE's. Nearly half of the buildings in the area are no longer open or functioning.

The Beverly area (Census Tract #48037010600) population has decreased from 2,612 in 1990 to 2,293 in 2010, with the number of households for the same period also declining form 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.

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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		834,658	405,453
Other	General Fund	18,000	0
Other	TDHCA	0	0
Other	Texas DHSH		0

Table 3 – Resources Made Available

Narrative

During CDBG Program Year 2015 (October 1, 2015 – September 30, 2016 = PY15), the City of Texarkana had a total of $ 834,658.07 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $460,102.09 from prior allocations, $75,995.98 in Program Income, and $298,560 for the Program Year 2015 allocation. The City expended $405,452.84 leaving an unexpended balance at the beginning of the 2016 program year of $429,205.23.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Beverly Community Revitalization	9	9	Beverly Tree Planting
Downtown Area	7	7	Bike Share Program
Downtown Area	9	9	Tree Planting
Downtown Area	54	54	Skateboard Area at Kidtopia Park
Downtown Area	13	13	Park Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

Boundaries for Beverly Target Area: Southern border: New Boston Road, also US Hwy 82; Western border: Robinson Road; Northern border: College Drive; Eastern border: Richmond Road to Summerhill Road; Qualified Census Tract 106.

This once thriving community is bordered on all four sides by commercially zoned streets with an interior comprised of older housing stock, and many vacant, boarded buildings. This is an area of minority, elderly, and poverty concentrations. As the Staff works closely with community leaders in the Beverly neighborhood, and it became increasingly clear that residents felt that cleaning up their

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neighborhood had to begin with literal neighborhood cleanups. The City has committed significant resources to this effort and pledged CDBG resources to the effort as well.

The Downtown Area Local Target Area (Tract 105) is sometimes referred to as the Downtown/7th Street Corridor as this is descriptive of the boundaries of the Target Area. It is bounded on one side by the Kansas City Southern Railroad (Front Street) and 7th Street (Martin Luther King Blvd.) on the other. It's eastern and western border are Stateline Avenue, literally the Texas/Arkansas border, on the east side and Lakeside Drive on the other.

Citizens of Texarkana have asked the City to focus on downtown revitalization for at least ten years. Consultation with numerous agencies, public meetings, public hearings, citizen surveys, and votes of the duly elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town and revitalize the area's economic potential and potential for providing affordable housing close to city, county, state, federal and non-profit services.

These geographic regions were chosen because they have great potential and great need. These areas are bordered by major transportation routes, which are prime real estate for commercial development. These neighborhoods provide significant opportunity for quality affordable housing. New multifamily units along with the development of new single family housing will provide what these neighborhoods need the most – safe, secure, quality, affordable, housing for families. The combination of affordable rental units and the development of new single family housing will provide families who currently reside in these neighborhoods opportunities to become future property owners. The development of new affordable housing stock will provide opportunities for those families currently locked out of the homeownership market the opportunity to make their initial investment in the American dream of home ownership. Moreover, the economic development potential in these areas can bring what is most needed to sustain these low-mod income areas: jobs.

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In PY 2015, the expenditures in the Downtown Target Area consisted of accessibility improvements to Kidtopia Park and Wallace Park, including an ADA accessible playground area. A bike share program downtown and a skateboard area in Kidtopia Park as well as tree planting to create a suitable living environment around the homeless shelters, parks, and downtown businesses.

Expenditures in Beverly included tree planting to improve the living environment for the neighborhood.

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Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City recognizes the importance of leveraging resources. It is estimated that these community development projects will bring $1.75 in private resources spent in the local economy for each grant dollar invested. Moreover, most projects require substantial private investments at a 9 to 1 ratio, especially the Revolving Loan Fund program for Downtown Business economic development. Matching requirements for other grant programs are met by in-kind donations of labor and/or materials rather than by the use of CDBG funds. Publically owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, and scattered properties located in downtown. This property may be used to promote economic development, provide support for homeless programs, and/or affordable housing in Texarkana, Texas. Publicly owned land may also be used to support public 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.
Some tables in the official template for this report contain tables for the HOME program that have been deleted in this report.

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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	300	300
Number of Non-Homeless households to be provided affordable housing units	300	300
Number of Special-Needs households to be provided affordable housing units	300	300
Total	**900**	**900**

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	1,000	1,000
Number of households supported through The Production of New Units	5	5
Number of households supported through Rehab of Existing Units	5	5
Number of households supported through Acquisition of Existing Units	0	0
Total	**1,010**	**1,010**

Table 6 - Number of Households Supported

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Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Five Year Consolidated Plan for meeting Housing goals primarily consisted of projects and activities relying on Non-CDBG funding. Significant changes in funding streams the City relied upon for meeting these goals, including both CDBG and Non-CDBG funding, necessitated changes in plans for the 2015 Action Plan and will impact future Action Plans.

In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs in the Five Year Plan and One Year Action Plans. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA. Those funds are now not available. Without a replacement funding source, those programs have been removed from the City's expected outcomes. However, even though these

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no longer exist as projects in HUD's (Housing and Urban Development) database system due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. The City is in the process of completing a Minor Amendment to the Consolidated Plan to remove the Non-CDBG funded outcomes from the expected outcomes database.

The more significant issue is the decrease in funding in CDBG and Non-CDBG funding programs. This directly impacts real outcomes in Texarkana communities. The City does provide capacity building support for Homeless Coalition members, including Randy Sams Homeless Shelter and Texarkana Friendship Center. The outcomes for these activities are reported as organizations assisted.

Discuss how these outcomes will impact future annual action plans.

Future action plans will incorporate more activities funded by the CDBG program leading to improvements in meeting the goals and outcomes specified in the Five Year Consolidated Plan. The City will amend the Consolidated Plan to allow for future annual action plans to specify the use of CDBG funds to address priority needs areas, especially those relating to housing, homelessness, and homelessness prevention activities.

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 Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Persons Served

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Narrative Information

No CDBG activities were conducted that required information on income by family size to determine the eligibility of the activity. The Consolidated Plan does include several activities that require the calculation to determine applicant eligibility and these were conducted in the first three years of the Plan. The City will provide First Time Home Buyer Assistance Grants Program and Home Rehabilitation Grants Program in Program Year 2016 (October 1, 2016 – September 30, 2017) that will require eligibility determination.

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CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The priorities for Texarkana in addressing the needs of these population groups include:

- To assist public and nonprofit agencies in providing housing and supportive services to the elderly and frail elderly;
- To assist public and nonprofit agencies in providing housing and supportive services to homeless persons and those "at-risk" of homelessness.
- To assist the Texarkana Homeless Coalition and those agencies that are part of the coalition, serving special needs populations.

The City of Texarkana, Texas is a long-time advocate for ending homelessness. As such, the City is an active participant in the Texarkana Homeless Coalition. Staff lends their expertise and the City contributes countless hours to the assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, and create economies of scale. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Grants, Continuum of Care and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing and Rapid Re-Housing:

- Randy Sams' Shelter for the Homeless (emergency shelter for 86 unaccompanied adults)
- The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people and 25 beds for individual men)
- Domestic Violence Prevention, Inc. (emergency shelter for 17 unaccompanied adults, transitional supportive housing for 60 family members and 14 unaccompanied adults, program transitioning to Rapid Rehousing model)

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The Randy Sams' Outreach Shelter provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, and Unaccompanied Men are located in Texarkana, Arkansas. Their facility is list here because they are the only local provider of shelter for homeless families in the region. Crossing state lines for shelter is problematic for many homeless persons because assistance is usually tied to state of residence.

Texarkana Friendship Center provides services to the needy and homeless in downtown Texarkana. The Texarkana Friendship Center is a non-profit care provider rendering life sustaining assistance to the indigent and job training and placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap or other classification. They feed an average of 180 people a day as well as providing groceries for over 14 families daily. Additionally, the Friendship Center provides Rapid Rehousing to more than forty formerly homeless families through Continuum of Care grant as a partner to the City.

Special Health Services of Texas provides some support for HIV/AIDS patients in the region. Community Health Core (formerly Sabine Valley Health) plans to provide supportive housing and permanent supportive housing to homeless veterans and their families as well as supportive housing for MHMR clientele. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Funds and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2015 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 the Texarkana Friendship Center by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

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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 and their families, public housing residents, and victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations and homelessness. These populations have a much more difficult time finding, securing, and maintaining adequate housing and necessary social services.

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The City serves as the fiscal agent for a Continuum of Care (CoC) - Rapid Re-Housing grant administered through Randy Sams Outreach Center and the Texarkana Friendship Center. These agencies provided rapid housing and/or case management to approximately 148 individuals, including 29 childen under the CoC grant. Of these participants, one head-of-household is a veteran and 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, and assistance for job seekers. The program assists these persons and 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 2015 Action Plan. Specifically, the City focused on assisting two non-profits under Public Services. Both programs are 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 the Texarkana Friendship Center by administering the Contiunuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

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 and nonprofit agencies in expanding and enhancing their provision of housing and services to the elderly, disabled and dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, and persons with addictions. The City recognizes services required by special-needs populations often overlap the housing needs and supportive services for the homeless as identified and addressed throughout the Consolidated Plan.

CDBG funding was used to meet outcomes associated with the Program Year 2015 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 the Texarkana Friendship Center by administering the Contiunuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

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Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

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CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Texarkana, Texas and the Housing Authority of Texarkana (HATT) have made significant, meaningful strides toward ensuring that extremely-low, low-, and moderate-income citizens have access to safe, affordable housing. While these gains are meaningful, the city's goals have not been fully realized.

With the expiration of the Hope VI grant, the City and HATT continue to work together to improve access to safe, affordable housing. The City of Texarkana, Texas continues to work with the Housing Authority after implementation of a large scale revitalization project in the Rose Hill Neighborhood. The Housing Authority has 6 different apartment and duplex complexes with 452 units throughout the city. The HOPE VI grant award to the PHA, obtained with assistance from the City of Texarkana, Texas, resulted in the demolition of Covington Homes, a dilapidated PHA complex. In its, place, The Oaks at Rosehill is now rented to capacity. The Oaks at Rosehill features 27 mixed-income units that contain 128 apartments, a fitness center and community center. The construction of the 124 unit Pecan Ridge opened in June 2012. The third outdated PHA complex, Griff King, was demolished following the completion of Pecan Ridge. The Texas Department of Housing and Community Affairs awarded Low Income Housing Tax Credits to assist in the financing of Rosehill Ridge. Construction is completed. Rosehill Ridge consists of 122 units, of which 32 are public housing and 90 are tax credit housing. This blending encourages new development.

Public Housing currently has less than a 2% vacancy rate and maintains a Section 8 waiting list in excess of 800 families at any given time. Clearly, there is more work to be done to provide affordable housing in Texarkana, Texas. The City continues to assist the PHA in the acquisition of lots, demolition and clearance. Subsidized housing on the existing PHA site and the surrounding community is a part of the replacement housing. The Rosehill area continues to be a priority for the City, though the emphasis has shifted to the Beverly Target Area where the homes are primarily owner occupied or rentals and not public housing units.

Program Administration funds include time spent working with HATT to ensure quality public housing exists in Texarkana.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HATT's community centers, an active communications program, and frequent, positive resident engagement encourages residents to seek out and use services offered and participate in the management of public housing in Texarkana, Texas. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, and/or non-profit agencies, including educational resources like GED preparation and computer skills training through the Literacy Council, vocational and job training programs offered through Workforce Solutions,

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Texarkana Community College, and Texas A&M Texarkana, financial management skills training, child care, and other relevant support services.

These programs help to connect residents to information that can help them to obtain better paying jobs and greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, and providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods in the city. Staff continues to work closely with HATT to improve resident engagement and homeownership.

Additionally, the City continues to educate lenders and HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the City's CDBG program.

CDBG funding was used to meet outcomes associated with the Program Year 2015 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

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CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

There are many factors that affect the cost and production or maintenance of housing affordable to extremely low-, low-, and moderate-income families (at or below 80% of Median Family Income (MFI)).

An analysis of these factors has aided the City in developing programs that reduce the adverse effects of these constraints on the supply and cost of housing.

Texarkana's policies were enacted to further the public welfare. Building codes and subdivision standards are required by law for the protection and general welfare of the community. These are routinely reviewed. Development impact fees are recovered from the developer to assure that the public costs of new developments are paid by that development. While recognizing the needs to adjust public policies to adapt to changing conditions, the City will continue to review policies periodically to determine whether they have become excessive or represent an unnecessary constraint on the development or maintenance of affordable housing.

The City has consistently addressed the barriers to Affordable Housing. Race and concentrations of poverty can be barriers to affordable housing in communities like Texarkana. Consequently, the City will continue to develop new strategies to ameliorate these types of barriers to affordable housing. The City is implementing the following strategies to address barriers like these:

• Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;

• Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;

• Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

Community Development Block Grant funds have been administered at the City of Texarkana, Texas by the Department of Community Redevelopment and Grants. In order to more effectively administer this program and meet the goals of the CDBG program, which includes addressing barriers to affordable housing, the City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust program. The Department of Planning and Community Development now incorporates

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planning, zoning, and economic development along with grants management and community development.

Consideration of barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting affordable housing is integral to the City's efforts to improve the livability of the city. The City of Texarkana, Texas considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The most significant actions Texarkana has taken to address obstacles to meeting underserved needs has been to reach out and engage residents, renters, and owners of businesses and homes in Texarkana, especially those in the Downtown and Beverly Target areas and continue working closely with the Homeless Coalition.

Having a significant staff presence in troubled communities, working side-by-side to improve the livability of neighborhoods, residents, business owners, and social service agency personnel continues to provide City staff with the background understanding of unfiltered real needs and desires of community members.

Regular meetings downtown to address Brownfields and development concerns has also provided staff with a deeper understanding of the needs of downtown property owners and patrons. The City also provided three loans through the Revolving Loan Fund to businesses downtown with the expectation that this can spur further economic development and provide more jobs in the area.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Texarkana emphasizes lead-based paint (LBP) counseling and awareness in all of its programs. The city informs all assisted homebuyers of lead paint hazards as well as identifying and abating lead-based paint hazards during the housing reconstruction or rehabilitation process. When lead-based paint is identified, the appropriate lead hazard control methods are incorporated into the rehabilitation project. The City has integrated lead hazard education, evaluation, and reduction activities into its existing housing programs. City employees collaborate with the Ark Tex Council of Governments providing citizen educational campaigns in lower-income neighborhoods.

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Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

The City also maintains a continued focus on the hazards of lead-based paint and the need for lead-based paint testing of potential rehabilitation projects. Additionally, the City has continued to work with public service agencies caring for or providing services to children to reduce lead-based hazards in the community. Based on 2010 information from the Texas Department of State Health Services, 25 out of 1,123 Texarkana children under the age of 6 years tested for elevated blood lead levels were found to have elevated levels at 10mcg/dl or greater.

The following strategies related to the City's CDBG program are ongoing:

- Provide public information and education regarding lead-based paint via the City's website and presentations.
- Integration of lead hazard evaluation and reduction activities into all housing activities or activities that would disturb the ground in potentially lead contaminated areas.
- Provide training and certification opportunities for Staff to manage lead-based paint impacted projects.
- Collaboration with EPA Brownfields Region 6 Office to maintain current information for all Staff involved in CDBG and/or housing projects.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Texarkana has taken direct action to help reduce poverty in the city. Key actions include:

- Identification of two Target Area in Qualified Census Tracts – Downtown and Beverly
- Emphasis on Economic Development in Downtown and Beverly Target areas. Three loans have been made through the RLF program.
- Economic Development Services is now under Planning and Community Development, ensuring seamless efforts between redevelopment, community development, and economic development.
- Networking: Housing Authority of Texarkana, Workforce Development Office, and the Homeless Coalition to identify local service providers that offer education and job training services, material services, child care services, transportation and other services, the absence of which could prevent poverty level families from securing and keeping steady employment.
- Collaboration: members of the Homeless Coalition, the Friendship Center, and Randy Sams Homeless Shelter - resulted in a robust programs addressing root causes of poverty. These classes include domestic relationships, self-esteem, parenting, education classes (ESL & GED classes), and job search classes and support, including job referral service, a computer lab, resume service, and job interview preparation.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Texarkana, Texas coordinates and administers CDBG programs, projects and activities including housing, homelessness prevention, and non-housing community development through its

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Planning and Community Development Department. Planning and Community Development (PCD) manages an average of 3 million dollars per year in federal state and local funds. The City has reorganized this department to incorporate the City's economic development, planning, zoning, and sustainability functions.

In order to more effectively manage these functions and strengthen institutional structure, the City hired a new departmental director, hired a new city planner and planner II, brought zoning into the department and instituted new grants management procedures using eCivis grants management software for grants tracking and reporting. Current staff continue to obtain training through HUD's CPD office and new staff will also receive training.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Department acts as a liaison with other city departments, community groups, public institutions, non-profit organizations and private industry to share information, identify resources and opportunities and coordinate activities to the greatest extent possible. Staff is represented in the local Continuum of Care, actively participates on the Homeless Coalition and provides capacity building to at least two agencies on the Coalition.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City identified the following strategies to overcome any obstacles impediments to affordable housing and is implementing subsequent strategies to address possible barriers:

• Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;

• Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;

• Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

The City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust CDBG program. The Department of Planning and Community Development now incorporates planning, zoning, and economic development along with grants management and community development.

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Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

The City considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing. The City will continue to:

- Maintain flexibility in zoning and building requirements when appropriate to allow for infill housing development and to provide technical assistance to developers of affordable housing;
- Display posters city office buildings, utility building, and the public library, provide information on the website;
- Monitor city-sponsored projects for equal access and compliance of the Fair Housing Act and Building Department officials monitor code compliance to Fair Housing standards;
- Hold periodic Public Hearings providing information and requesting public comment on fair housing or related issues;
- Provide homebuyer and homeowner education, including fair housing information;
- Conduct outreach efforts to for-profit and non-profit builders and developers through funding and technical assistance to increase the supply of decent, affordable housing within low to moderate income neighborhoods;
- Meet with local lenders and home builders to encourage the use of non-traditional client loan-qualifying and loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification;
- Conduct public outreach regarding availability of housing and housing assistance including translation of housing application materials into Spanish, and maintains bi-lingual staff in order to assist applicants and clients who are not English-proficient;
- Support local Continuum of Care efforts for homeless populations;
- Work with local agencies that provide financial case management and credit counseling;
- Research the possibility of adopting a Fair Housing ordinance to ensure that fair housing options are available to its citizens.

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Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

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

The City of Texarkana continuously monitors programs and activities to ensure compliance with City/State/Federal regulations and policies. Monitoring focuses on the following areas:

Financial: Community Development and Accounting staffs work closely to ensure that funds drawn down are used for authorized activities on approved projects. Activities agreements, expense documentation, and approvals must be in-place for funds to be expended. The City ensures a system of checks and balances and that staff requesting payments of funds are not authorized to approve them. The City is also subject to an annual single audit, conducted by an independent accounting firm.

Environmental: All projects and individual activities are subject to a review of environmental impacts prior to funding approval. Remediation of impacts is implemented where required, and projects unable to meet environmental requirements are abandoned or alternative locations or solutions are sought.

Programmatic: Results and/or impacts are expected of all projects. Staff is charged with monitoring progress toward CDBG program goals on a regular basis. Accomplishments and outcome data is entered into IDIS by staff. Ability to reimburse funds is tied directly to reporting of accomplishments.

Sub-Recipient Monitoring: The City currently has no sub-recipients for the CDBG program.

Labor Standards: The City of Texarkana monitors labor standards for all CDBG funded projects. Labor requirements are included in all bid documents and discussed again during the required pre-construction conference. Contractor payments are not processed until all required forms are submitted and verified to be accurate and correct.

Minority Business Outreach: Purchasing standards are closely monitored to maximize the number of minority and women owned businesses utilized. The City uses the State of Texas Purchasing System when local minority and women owned businesses are not available.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Texarkana, Texas gave notice that the DRAFT of the Community Development Block Grant 2015 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* would be available for public review and comment at the dates and times listed below. All interested persons or groups were

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report. The CAPER DRAFT could be reviewed during the 15 Day Public Comment Period at the following location during regular business hours:

Texarkana, Texas City Hall
Department Planning and Community Development
220 Texas Boulevard
Texarkana, Texas 75501

The DRAFT CAPER was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period.

These meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) and in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available.

Citizen comments are included as an attachment to this document.

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

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 changes in the Demolition/Spot Slum and Blight activities and exclusion of Non-CDBG Funded projects and activities from the Five Year Consolidated Plan and Annual Action Plan.

Initially, the Beverly Clean-Up Activity was designed under the national objective of Spot Slum and Blight and included Demolition. However, the Texas Supreme Court ruled in City of Dallas v. Heather Stewart (No. 09-0257) that the authority of administrative bodies appointed by City councils (Building and Standards Commissions) to determine if property is substandard, and order condemnation of the same was a violation of the Texas Constitution; and that this authority was held only by Texas District courts. This decision removed the authority granted to municipalities by the Texas Legislature under Chapter 54 of the Texas Local Government Code.

Effectively, in order to remove substandard properties municipalities must now take each property to District Court for a ruling and condemnation order. The exceptions to this ruling are in cases where the owner has consented the demolition of their property; since most substandard properties are abandoned and owners of record are difficult to locate this will have a significant impact on the removal of slum and blight from low and moderate income areas. This ruling impacted the City's plans to proceed with demolition on LMH, LMA, and SBS properties and made it more difficult to transfer property to the Housing Authority for in-fill housing projects.

However, by moving from demolition projects to volunteer-driven neighborhood clean-up projects, Staff at the city have been able to forge stronger relationships that will prove invaluable as the City continues to work at transforming Beverly from a Target Area to a desirable neighborhood.

The short term impact of excluding Non-CDBG funds on the CAPER is the creation of perception that the program is not meeting its targets and goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA and administered through City staff. Those funds are now not available and the City has been directed to remove those programs from the City's expected outcomes. However, even though these no longer exist as projects in the Housing and Urban Development's database system (called IDIS – the Integrated Disbursement and Information System) due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report.

Another important change to the City's planning is that the City was able to partner with the Texas

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Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

Department of Transportation to provide needed ADA improvements to sidewalks and curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-60 - ESG 91.520(g) (ESG Recipients only)

ESG Supplement to the CAPER in *e-snaps*

For Paperwork Reduction Act

1. Recipient Information—All Recipients Complete

Basic Grant Information

Recipient Name	TEXARKANA
Organizational DUNS Number	062929187
EIN/TIN Number	756000689
Indentify the Field Office	FT WORTH
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

- **Prefix**
- **First Name**
- **Middle Name**
- **Last Name**
- **Suffix**
- **Title**

ESG Contact Address

- **Street Address 1**
- **Street Address 2**
- **City**
- **State**
- **ZIP Code**
- **Phone Number**
- **Extension**
- **Fax Number**
- **Email Address**

ESG Secondary Contact

- **Prefix**
- **First Name**
- **Last Name**
- **Suffix**
- **Title**
- **Phone Number**
- **Extension**
- **Email Address**

2. Reporting Period—All Recipients Complete

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Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

Program Year Start Date	10/01/2015
Program Year End Date	09/30/2016

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
Is subrecipient a vistim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	206
Children	1
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 10 – Shelter Information

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	206
Children	1
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 12 – Household Information for Persons Served with ESG

DRAFT

5. Gender—Complete for All Activities

	Total
Male	169
Female	38
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 13 – Gender Information

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

6. Age—Complete for All Activities

	Total
Under 18	1
18-24	16
25 and over	190
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 14 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households

Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	26	0	0	26
Victims of Domestic Violence	0	0	0	0
Elderly	5	0	0	5
HIV/AIDS	1	0	0	1
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	9	0	0	9
Chronic Substance Abuse	6	0	0	6
Other Disability	16	0	0	16
Total (unduplicated if possible)	63	0	0	63

Table 15 – Special Population Served

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nigths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 16 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 17 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 18 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 19 – ESG Expenditures for Emergency Shelter

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Street Outreach			
HMIS			
Administration			

Table 20 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2013	2014	2015

Table 21 - Total ESG Funds Expended

11f. Match Source

	2013	2014	2015
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 22 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2013	2014	2015

Table 23 - Total Amount of Funds Expended on ESG Activities

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

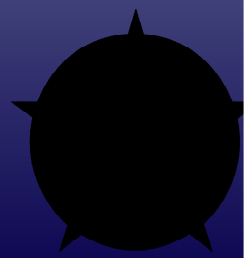
CITY OF TEXARKANA TEXAS

CDBG CAPER Report

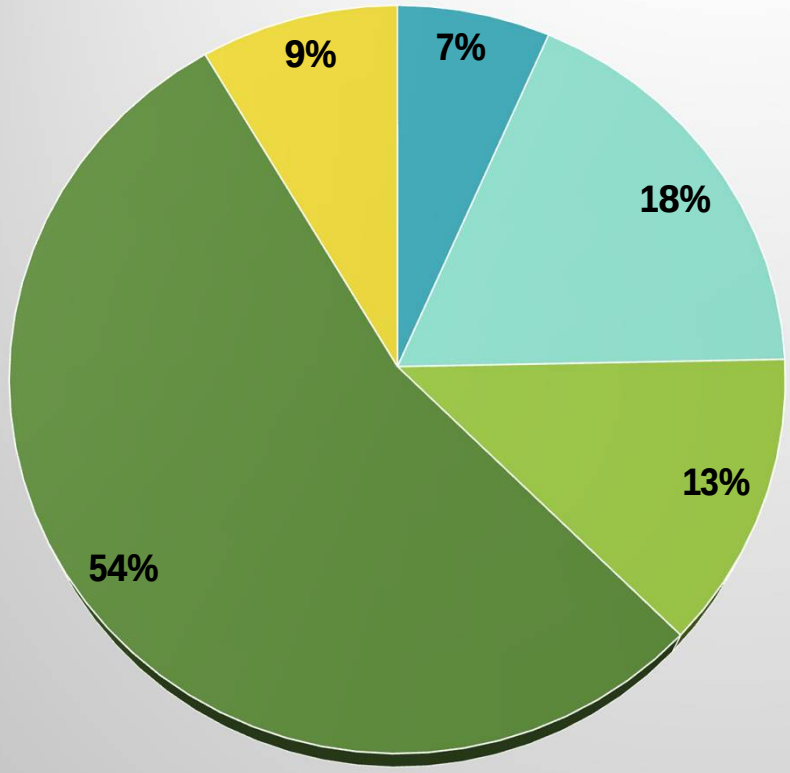
Attachment: Council Presentation CAPER 11.28.16 (1580 : Consolidated Annual Performance Evaluation

CDBG CAPER Report

- The annual report includes expenditures and accomplishments for the 2016 Community Development Block Grant (CDBG) Action Plan (October 1, 2015 -- September 30, 2016)
- Public Comment Period (November 28th – December 12th, 2016)
- Public Hearing on Monday, December 12th



Community Development Block Grant Projects



- Bike Share Program
- Tree Planting Downtown & Beverly
- Park Improvements
- Skateboard Area at Kidtopia Park
- Administration

Project/Activity	Status	Amount Spent
Bike Share Program 7%	Completed	$26,675.00
Tree Planting Downtown & Beverly 18%	Completed	$73,422.07
Park Improvements 13%	Completed	$51,478.00
Skateboard Area at Kidtopia Park 54%	Ongoing	$219,310.00
Administration 9%	Completed	$34,567.77
TOTAL		$405,452.84

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/16/2016 1:19 PM

Lead Department:	Planning and Community Development	**Action Officer:**	Debbie Burk,		
Subject:	Ordinance No. 2016-138 rezoning Lot 13, Ames Acres Addition, located at 3504 Robin Lane. Single Family-1 to Planned Development-General Retail. Terry and Linda Hester, applicants. Pete Snow and Terry Tidwell, agents.				
Briefing:	12/12/2016	**Public Hearing:**	12/12/2016	**Second Briefing:**	January 9, 2017
Council Vote:	1/23/2017				

Item Schedule

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

Updates/History of Briefing:

None

Executive Summary and Background Information:

Z-16-17: This is a request by Terry and Linda Hester, applicants, and Pete Snow and Terry Tidwell, agents, to rezone Lot 13, Ames Acres Addition, located at 3504 Robin Lane from Single Family-1 to Planned Development-General Retail. The proposed use is a veterinary clinic. The current use is a single family residence.

The adjacent zoning is SF-1 to the north, south, east and west. The adjacent land use is vacant land to the south and east and residences to the north and west.

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

The extension of Galleria Oaks to the west of Summerhill Road was designated as an Office/Institutional area in the Comprehensive Plan. This area is developing mostly with low impact office type uses with a Planned Development designation.

The owners of this property at 3504 Robin Lane are currently under contract to sell this property to be used as a veterinary clinic with no outside pens or kennels. Section 140-80 of the Zoning Ordinance specifies that an "animal clinic, hospital, or kennel (no outside pens)" requires General Retail zoning. Retail zoning is not consistent with the type uses designated by the Comprehensive Plan for this area.

However, since this will be an office type use and the veterinary clinic will not have outside pens, it could still be consistent in outward appearance with other office type uses along Galleria Oaks Drive. The applicant should be aware that the Planned Development designation would require a site plan review process for any new structure being constructed to go before the Planning and Zoning Commission and City Council for approval of the proposed site plan.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

If this request is approved to Planned Development-General Retail, staff would suggest that the following uses be prohibited:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales `
4. Hotel, duplex, townhome or multiple family housing

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission recommended for approval with the following prohibited uses:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales `
4. Hotel, duplex, townhome or multiple family housing

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

a. 2016-138 ORD rezoning 3504 Robin Lane (PDF)
b. 2016-138 ATTH 01 Maps (PDF)
c. 2016-138 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Completed	David Orr 11/16/2016 5:12 PM	Department Head Review	
Assistant City Manager Review	Completed	Shirley Jaster 11/17/2016 8:43 AM	Assistant City Manager	
Public Information Officer	11/17/2016 8:57 AM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	11/21/2016 10:30 AM
City Council	Jennifer Evans	Meeting	Completed	11/28/2016 6:00 PM

Meeting History

11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

Z-16-17

ORDINANCE NO. 2016-138

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOT 13, AMES ADDITION, LOCATED AT 3504 ROBIN LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 13, Ames Addition, located at 3504 Robin Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-General Retail;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted five (5) to zero (0) to recommend the application for rezoning** from **Single Family-1 to Planned Development-General Retail** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from S**ingle Family-1 to Planned Development-General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 13, Ames Addition, located at 3504 Robin Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-General Retail.**

Attachment: 2016-138 ORD rezoning 3504 Robin Lane [Revision 1] (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

SECTION 2: That the following uses are prohibited and are hereby imposed and made a part of this Planned Development Ordinance:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales `
4. Hotel, duplex, townhome or multiple family housing

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

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

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

PASSED AND APPROVED in Regular Council Session on this the **23rd day of January, 2017.**

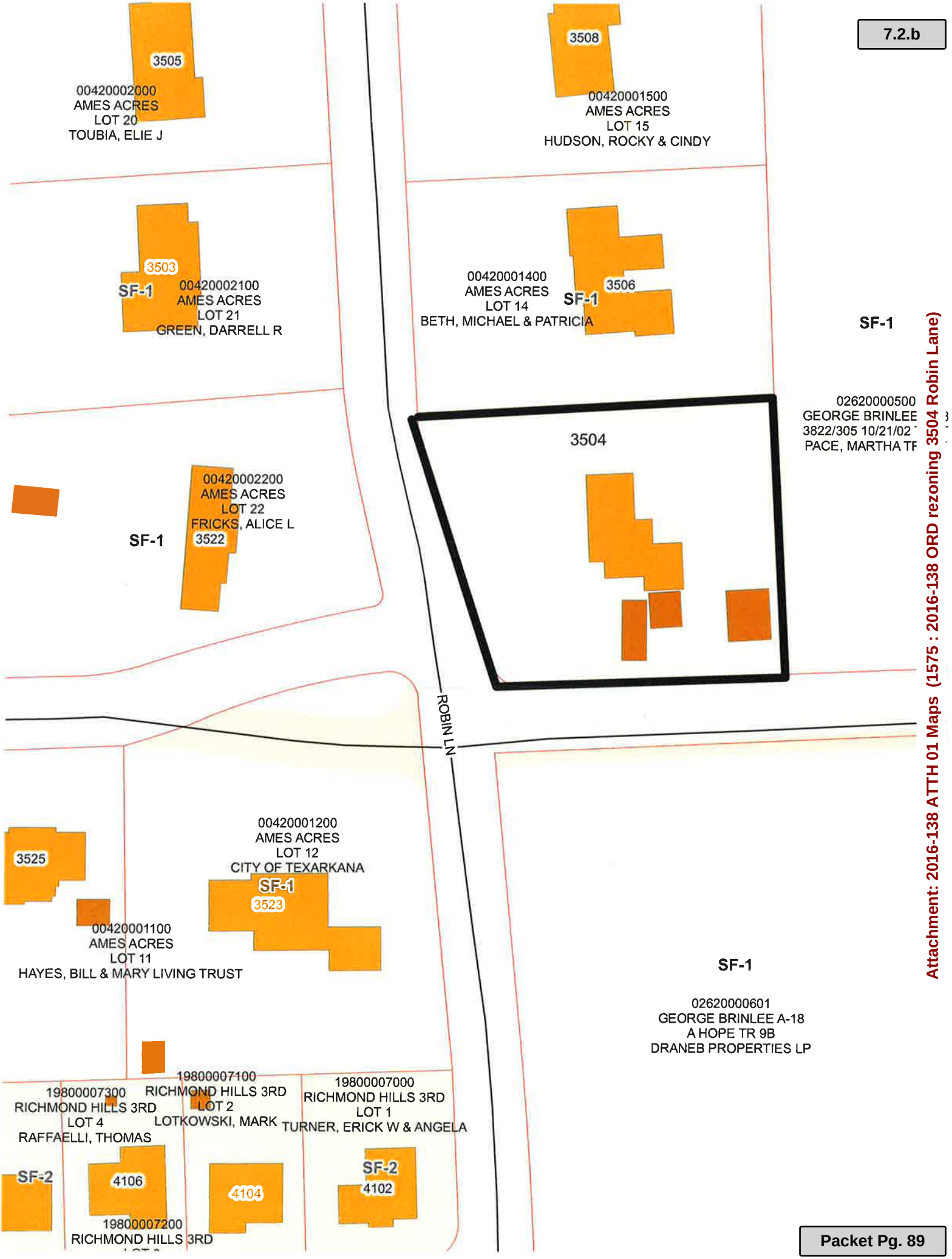
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-138 ORD rezoning 3504 Robin Lane [Revision 1] (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

Attachment: 2016-138 ATTH 01 Maps (1575 : 2016-138 ORD rezoning 3504 Robin Lane)



Attachment: 2016-138 ATTH 01 Maps (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

Attachment: 2016-138 ATTH 01 Maps (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

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: 2016-138 Goals & Perspectives (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 11/29/2016 2:12 PM

Lead Department:	Planning and Community Development	**Action Officer:**	Debbie Burk,		
Subject:	Ordinance No. 2016-139 rezoning Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive. Office to General Retail. Richard Powell, applicant.				
Briefing:	12/12/2016	**Public Hearing:**	12/12/2016	**Second Briefing:**	January 9, 2017 **Council Vote:** 1/23/2017

Item Schedule

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

Updates/History of Briefing:

None

Executive Summary and Background Information:

Z-16-18: This is a request by Richard Powell, owner, to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive from Office to General Retail. The proposed use is a barber shop. The current use is a vacant office building.

The adjacent zoning is General Retail to the north, east and west and Multiple Family-1 to the south. The adjacent land use is vacant land to the north and south and businesses to the east and west. The business to the east appears to be vacant.

The Comprehensive Plan has designated this as a retail area.

The owner, Mr. Richard Powell is planning to lease out this vacant office building and is requesting rezoning to General Retail to allow a potential tenant to open a barber shop at this location. Rezoning the property to General Retail would also expand the uses allowed for future tenants.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

There is General Retail zoning to north, east and west of this property and retail businesses are located to the east and west. Therefore, staff recommends for approval of the request.

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

a. 2016-139 ORD rezoning 1107 College Drive (DOCX)
b. 2016-139 ATTH 01 Maps (PDF)
c. 2016-139 Goals & Perspectives (DOCX)
d. 2016-139 ATTH 02 Zoning district definitions (PDF)

Staff Coordination

Planning and Community Development	Completed	David Orr 11/16/2016 5:12 PM	Department Head Review	
Assistant City Manager Review	Completed	Shirley Jaster 11/17/2016 8:42 AM	Assistant City Manager	
Public Information Officer	11/17/2016 8:57 AM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	11/21/2016 4:42 PM
City Council	Jennifer Evans	Meeting	Completed	11/28/2016 6:00 PM

Meeting History

11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

Z-16-18

ORDINANCE NO. 2016-139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 4 AND 5, BLOCK 1, JOE NORTON ADDITION, LOCATED AT 1107 COLLEGE DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM OFFICE TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive in the City of Texarkana, Bowie County, Texas, from **Office to General Retail;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted five (5) to zero (0) to recommend the application for rezoning** from **Office to General Retail** to the City Council of Texarkana, Texas; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive in the City of Texarkana, Bowie County, Texas, from **Office to General Retail.**

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

Attachment: 2016-139 ORD rezoning 1107 College Drive [Revision 1] (1577 : 2016-139 ORD rezoning 1107 College Drive)

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 **23rd day of January, 2017.**

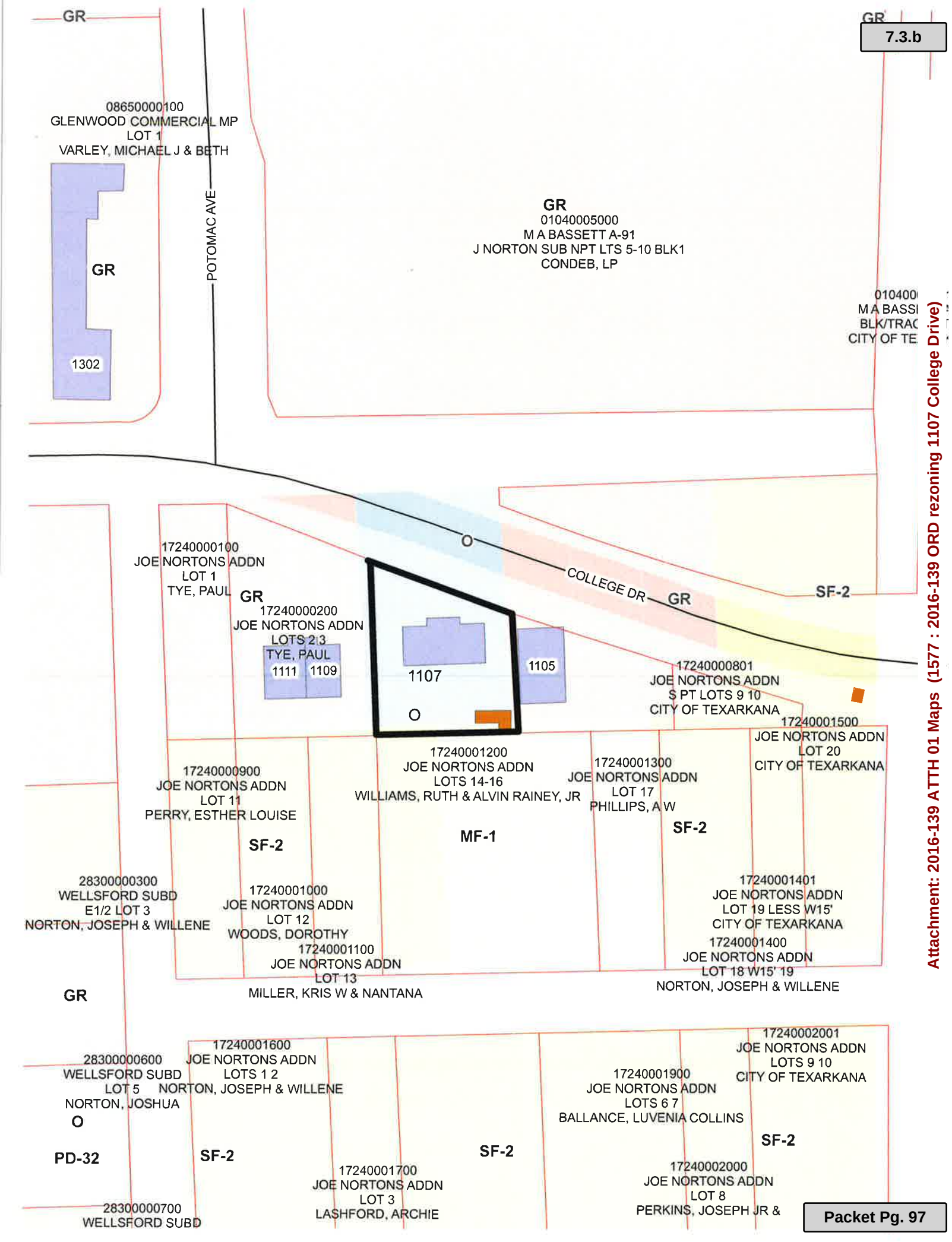
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-139 ORD rezoning 1107 College Drive [Revision 1] (1577 : 2016-139 ORD rezoning 1107 College Drive)

Attachment: 2016-139 ATTH 01 Maps (1577 : 2016-139 ORD rezoning 1107 College Drive)



Attachment: 2016-139 ATTH 01 Maps (1577 : 2016-139 ORD rezoning 1107 College Drive)

Attachment: 2016-139 ATTH 01 Maps (1577 : 2016-139 ORD rezoning 1107 College 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:

Attachment: 2016-139 Goals & Perspectives (1577 : 2016-139 ORD rezoning 1107 College Drive)

Po Box 1
220 Texas Blvd
Texarkana TX 75504
(903) 798-3945
www.txkusa.org

CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

For complete definition of Use District and Permitted Uses, consult City Zoning Ordinance

"A" Agriculture Districts – Single Family homes on 1 acres or more of land; ranches farms, stables, public utility facilities, country clubs, schools, churches, green houses and other agrarian related uses.

"SF-1" Single-Family Dwelling District 1 – Uses permitted in "A: District plus, Single Family homes on lots of 12,000 square feet or more.

"SF-2" Single-Family Dwelling District 2 – Uses permitted in "SF-1" District plus: Single Family homes on lots of 7,200 square feet or more.

"SF-3" Single-Family Dwelling district 3 – Uses permitted in "SF-2" District plus: Single Family homes on lots of 5,000 square feet or more, modular or factory fabricated dwelling. HUD code manufactured homes subject to a specific location and a Specific use Permit (SUP).

"PUR" Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3750 square feet or more, Zero lot line homes/Patio Homes, 5000-6000 square feet or more. Subdivision must note housing type. Not to exceed 6 homes per gross acres over 2 acres, 8 homes under 2 acres.

"2F-1" Two-Family Dwelling District 1 – Uses permitted in "SF-3" District plus: Two-Family dwelling units (duplexes) on lots of 10,000 square feet or more.

"2F-2" Two Family Dwelling District 2 – Uses permitted in "2F-1" District plus: Duplexes on lots of 6,000 square feet or more.

"TH" Townhouses Dwelling district – Uses permitted in 2F-2" District plus: Townhouses on lots of 2,000 square feet or more. Not to exceed 14 ½ dwelling units per gross acre.

"MF-1" Multiple Family Dwelling District 1 – Uses permitted in ""TH" District plus: Apartments are not to exceed 24 units per gross acres, row houses not to exceed 21 units per gross acres, hospitals, boarding, and rooming houses.

"MF-2" Multiple Family Dwelling District 2 – Uses permitted in "MF-1" District plus: Apartments, not to exceed 27 units per gross acres, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high-rise apartments.

"P" Parking District – Single Family detached homes, parking lots (private and public), nursing home, and schools.

"O" Office District – Uses permitted in "P" District plus: Bank, savings & loan office, fraternity or sorority house, museum or art gallery, kindergarten, day care, medical office, general business office, hotel and motel.

"NS" Neighborhood Services District – Uses permitted in "MF-2" and "O" districts plus: Theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery.

"GR" General Retail District – Uses permitted in "NS" District plus: Gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of City Council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the Zoning Ordinance, per clinic.

"LC" Limited Commercial District – Uses permitted in "GR: District plus: Auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/warehouse (no outside storage), and plumbing shops (with a Specific Use Permit).

"CB" Central Business District – Uses permitted in "LC" District plus: Storage yards, dance hall or night club, commercial golf course, private club, roller skating rink, drive-in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse.

"C" Commercial District – Uses permitted in "CB" District plus: Hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile homes sales or rental, wholesale storage facilities, heavy machinery sales and storage.

"I-I" Industrial District 1 – All uses permitted in C" District with the exception of Single-Family homes, duplexes and attached single family housing plus: outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing.

"I-2" Industrial District 2 – Any use with the exception of housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas.

"PD" Planned Development District – Any permitted use when approved as part of an overall project plan by the City Council; subject to conditions as indicated in the City Zoning Ordinance.

Attachment: 2016-139 ATTH 02 Zoning district definitions (1577 : 2016-139 ORD rezoning 1107 College Drive)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 11/16/2016 1:26 PM

Lead Department:	Planning and Community Development	**Action Officer:**	Debbie Burk,		
Subject:	Ordinance No. 2016-140 granting a Specific Use Permit to allow the one additional use of an outdoor automobile sales lot on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. Dean Hart, applicant. Daniel Lyons, agent.				
Briefing: 12/12/2016	**Public Hearing:** 12/12/2016	**Second Briefing:**	January 9, 2017	**Council Vote:**	1/23/2017

Item Schedule

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

Updates/History of Briefing:

None

Executive Summary and Background Information:

S-674: This is a request by Dean Hart, owner, and Daniel Lyons, agent, for a Specific Use Permit to allow the one additional use of an "outdoor automobile sales lot" on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. An office/retail building and a concrete parking lot is currently located on this tract of land. This property was previously used as a sales office and outdoor display for a swimming pool business.

The adjacent zoning is Single Family-2 to the north and east and General Retail to the south and west. The adjacent land use is residences to the north and east, vacant land and a car wash to the south, and a convenience store to the west.

The Comprehensive Plan has designated this as a retail area. This property is zoned Planned Development-General Retail. A Specific Use Permit is required by Section 140-80 of the Zoning Ordinance to allow the one additional use of "new or used auto sales, outdoor lot" in the General Retail zoning district.

The applicant/agent should be aware that a 7' screening device is required between this property and the abutting residentially zoned properties to the north and east. Staff would also suggest that any outside lighting be shielded away from these residential properties.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request with the added stipulations proposed by the Planning and Zoning Commission. This use is consistent with other uses in this area of New Boston Road.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

An adjacent property owner was present at the November 7, 2016 Planning and Zoning Commission meeting and voiced concerns about the existing screening fence and possible lighting problems from this proposed business. The concerns were possible security issues with the existing 7' wooden fence and the desire to shield outdoor lighting from this business and adjacent residential properties.

After discussion and consideration, the Planning and Zoning Commission unanimously recommended for approval with the following stipulations:

1. Any outdoor lighting is to be shielded away from adjacent residential properties.
2. A new 8' screening fence is to be constructed along the north and east property lines to provide added security for adjacent residential properties.
3. If this use ever ceases to exist at this location, the City may revoke the Specific Use Permit.

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

a. 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (PDF)
b. 2016-140 ATTH 01 Maps (PDF)
c. 2016-140 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	Completed	David Orr 11/16/2016 5:13 PM	Department Head Review	
Assistant City Manager Review	Completed	Shirley Jaster 11/17/2016 8:41 AM	Assistant City Manager	
Public Information Officer	11/17/2016 8:57 AM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	11/21/2016 8:49 AM

City of Texarkana, Texas

City Council 6:00 PM	Jennifer Evans	Meeting	Completed	11/28/2016

Meeting History

11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

S-674

ORDINANCE NO. 2016-140

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-674 TO ALLOW THE ONE ADDITIONAL USE OF AN OUTDOOR AUTOMOBILE SALES LOT ON A 0.75 ACRE TRACT OF LAND LOCATED IN THE THOMAS PRICE HRS, A-466, LOCATED AT 3314 NEW BOSTON 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 so as to grant a **Specific Use Permit** to allow the **one additional use of an outdoor automobile sales lot** on a 0.75 acre tract of land located in the Thomas Price HRS, A-466, located at 3314 New Boston 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 an outdoor automobile sales lot** 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-674 for the purpose of allowing the one additional use of an outdoor automobile sales lot** on the following described property, to-wit: **A 0.75 acre tract of land located in the Thomas Price HRS, A-466, located at 3314 New Boston Road, in the City of Texarkana, Bowie County, Texas.**

Attachment: 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. Any outdoor lighting is to be shielded away from adjacent residential properties.
2. A new 8' screening fence is to be constructed along the north and east property lines to provide added security for adjacent residential properties.
3. If this use ever ceases to exist at this location, the City may 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 **23rd day of January, 2017.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston

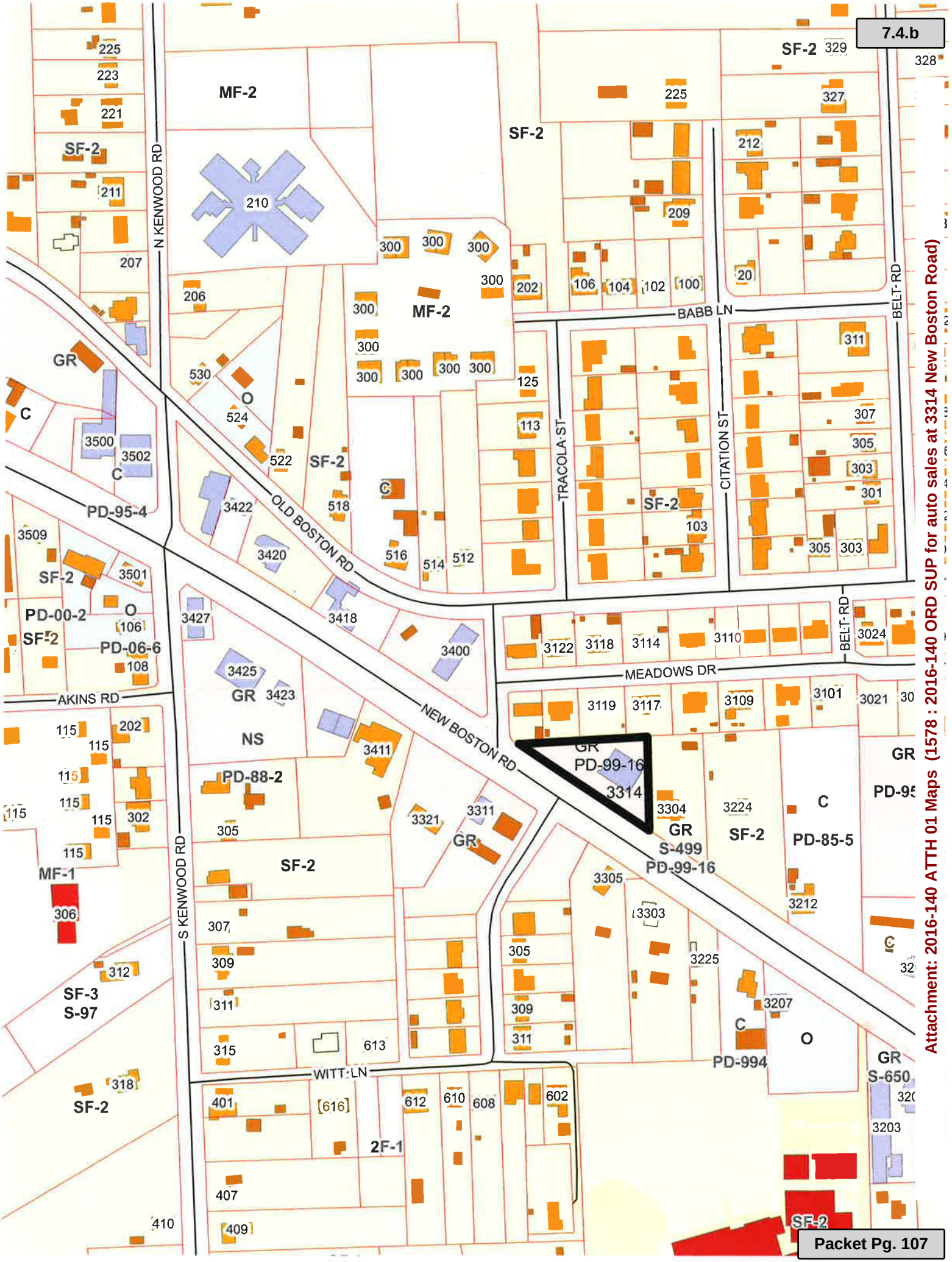
EXHIBIT 'A'

All that certain lot, tract or parcel of land situated in the County of Bowie, State of Texas, being 3/4 acre, more or less, situated about one-half mile West of the City of Texarkana, Texas, on New Boston Highway and being a part of the THOMAS PRICE H. R. SURVEY, and a part of a certain ten (10) acre tract heretofore sold by G. W. Ragland to Frank Hawkins as per deed of record in Vol. 121, Page 557 of the Deed Records of Bowie County, Texas, and described by metes and bounds as follows:

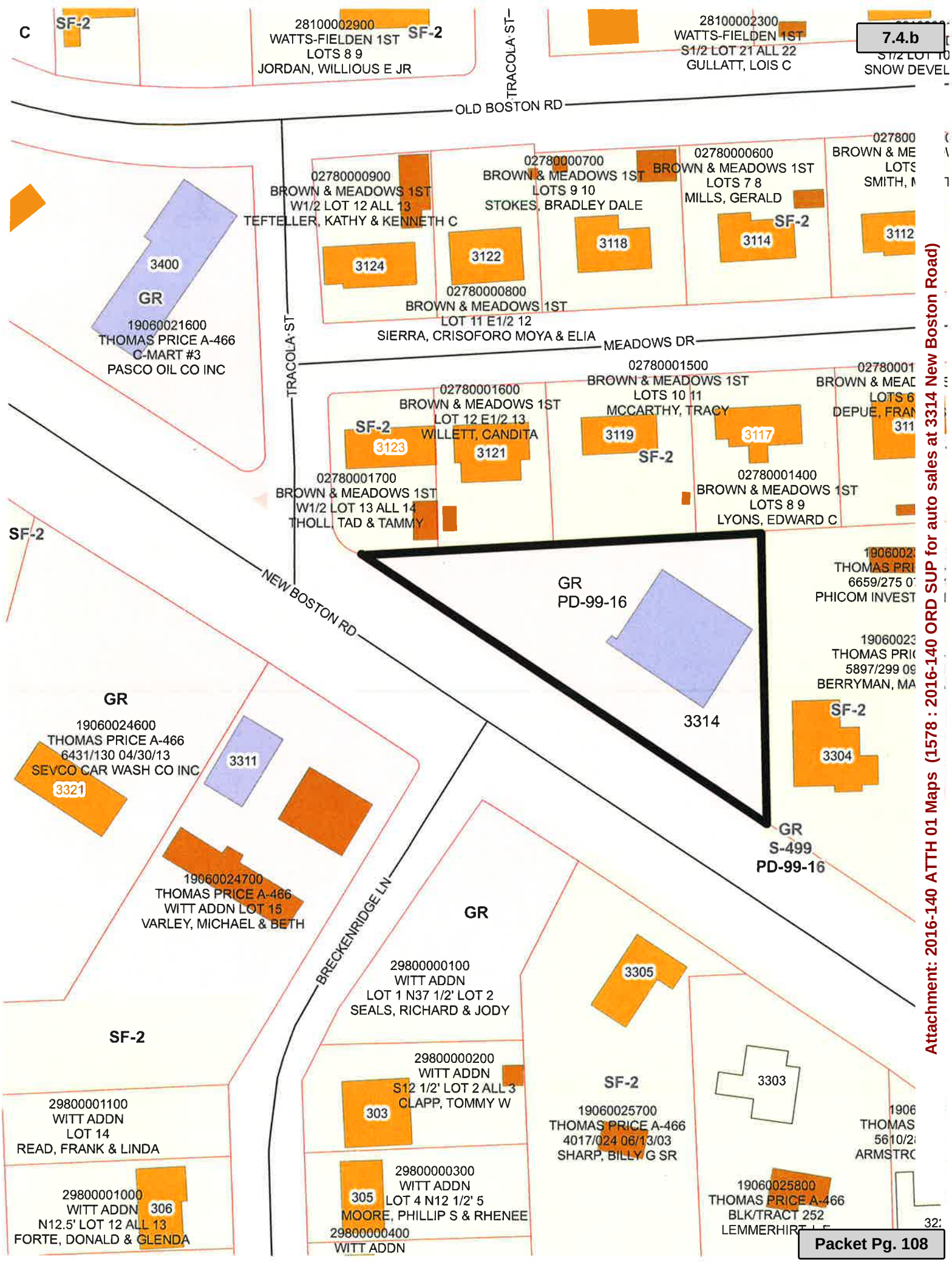
BEGINNING at a stake at the intersection of the North boundary line of the said ten acre tract with the North boundary line of the concrete Highway designated as State Highway No. 5;
THENCE East with the North boundary line of said ten acre tract two hundred ninety-eight (298) feet to a stake;
THENCE South to a stake on line of Highway No. 5;
THENCE Northwest with line of Highway No. 5 to place of beginning,
CONTAINING three-fourths (3/4) of an acre.

SAVE AND EXCEPT that portion of the above described property conveyed to the State of Texas for right-of-way purposes.

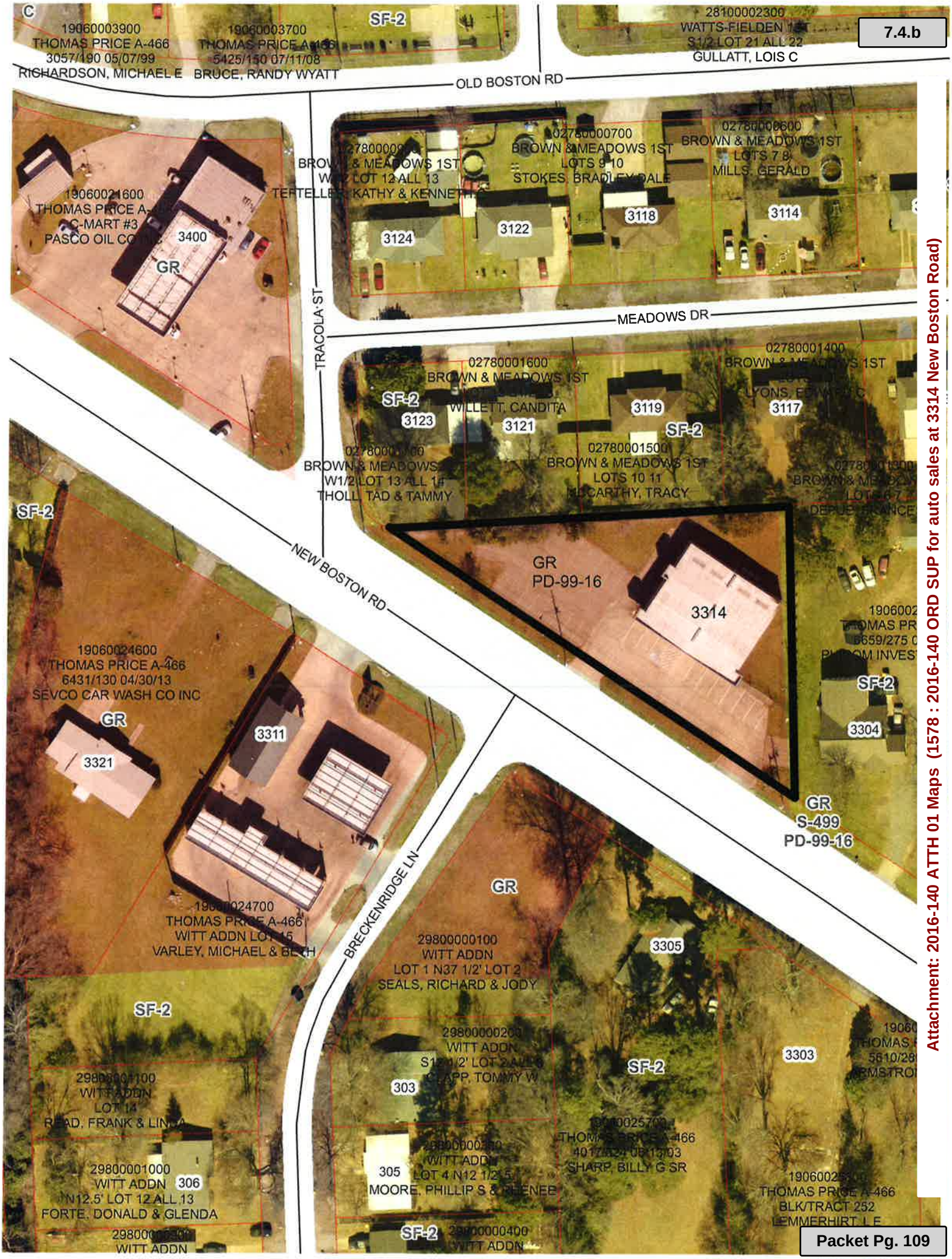
Attachment: 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston



Attachment: 2016-140 ATTH 01 Maps (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston Road)



Attachment: 2016-140 ATTH 01 Maps (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston Road)



Attachment: 2016-140 ATTH 01 Maps (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston 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:

Attachment: 2016-140 Goals & Perspectives (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston Road)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 11/21/2016 5:09 PM

Lead Department: Water Utilities **Action Officer:** Pam White,

Subject: Resolution No. 2016-141 authorizing the City Manager to enter into a contract for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator in an amount not to exceed $277,330.89.

Briefing:	12/12/2016	**Public Hearing:**	12/12/2016	**Second Briefing:**	January 9, 2017
Council Vote:	1/23/2017				

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were sought on a replacement engine for a Kohler 2000KW emergency power generator. The Mitsubishi Diesel 16-cylinder engine encountered a catastrophic engine failure. The Mitsubishi engine is utilized for the main sewage pump station for the South Regional Wastewater Treatment Plant. Bids for the generator engine were advertised October 23, 2016 and October 30, 2016. The bid opening was November 15, 2016 at the TWU office at 801 Wood Street. There were three bids from three dealers. All bids met specifications with Scott Equipment LLC of Texarkana, Arkansas submitting the lowest bid of $277,330.89.

Potential Options:

- None

Fiscal Implications:

Funds were not budgeted for the replacement engine and will come out of the South Regional WWTP Depreciation Fund. The Texas portion of the cost is $173,692.34.

Staff Recommendation:

Texarkana Water Utilities staff recommends acceptance of this purchase.

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. 2016-141 RES Engine Replacement (DOC)
b. 2016-141 ATTH 01 Bid Tablulation (DOCX)
c. 2016-141Goals & Perspectives (DOCX)

Staff Coordination

Water Utilities	Donnie Crittenden	Review	Completed	11/17/2016 2:54 PM
Water Utilities	Jim Cornelius	Review	Completed	11/17/2016 3:04 PM
Water Utilities	JD Phillips	Department Head Review	Completed	11/17/2016 3:08 PM
Public Information Officer	Lisa Thompson	PIO Review	Completed	11/17/2016 3:12 PM
City Manager	John Whitson	City Manager Review	Completed	11/21/2016 8:47 AM
City Council	Jennifer Evans	Meeting	Completed	11/28/2016 6:00 PM

Meeting History

11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

Attachment: 2016-141 RES Engine Replacement (1579 : 2016-141 RES replacement engine for a Kohler 2000 KW Emergency Power Generator)

RESOLUTION NO. 2016 - 141

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH SCOTT EQUIPMENT LLC OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED $277,330.89 FOR A REPLACEMENT ENGINE FOR THE SOUTH REGIONAL WASTEWATER TREATMENT PLANT EMERGENCY POWER GENERATOR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, three (3) bids were received by the Texarkana Water Utilities for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator; and

WHEREAS, a Mitsubishi replacement engine will be installed in a Kohler 2000KW emergency power generator; and

WHEREAS, the lowest and best bid by a responsible vendor for this replacement engine was submitted by Scott Equipment LLC of Texarkana, Arkansas, a copy of which is **attached** hereto as 2016-141 ATTH01 in an amount not to exceed $277,330.89; and

WHEREAS, funds needed for this purchase in the amount of $173,692.34 will be allocated from funds in the South Regional WWTP Depreciation Fund.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Scott Equipment LLC of Texarkana, Arkansas, a copy of which is **attached** hereto as 2016-141 ATTH01, be and is hereby approved in amount not to exceed $277,330.89 for the replacement engine for an emergency power generator.

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 January, 2017**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

ATTH01

Bid Tabulation

South Regional WWTP
Mitsubishi Engine Replacement for a
Kohler 2000 KW Emergency Power Generator

2:00 P.M. Tuesday, November 15, 2016

		Bid
1	Scott Equipment LLC 5401 Sanderson Lane Texarkana, Arkansas	$277,330.89
2	R P Service 7777 North Shore Place North Little Rock, Arkansas	$327,430.00
3	Clifford Power 1913 E. Hwy 80 White Oak, TX 75693	$303,871.18

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

Number of Bidders: 3

Apparent Low Bidder: Scott Equipment LLC

Attachment: 2016-141 ATTH 01 Bid Tablulation (1579 : 2016-141 RES replacement engine for a Kohler 2000 KW Emergency Power Generator)

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:

Attachment: 2016-141Goals & Perspectives (1579 : 2016-141 RES replacement engine for a Kohler 2000 KW Emergency Power Generator)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 11/29/2016 11:43 AM

Lead Department: Public Works Department **Action Officer:** Kyle Dooley,

Subject: Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.

Briefing: 12/12/2016	**Public Hearing:** 11/28/2016	**Second Briefing:** December 12, 2016	**Council Vote:** 1/9/2017
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Item Schedule

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

Updates/History of Briefing:

During the Public Hearing at the City Council meeting on 11/28/2016, Councilmember Veal-Gooch asked staff to share with Council a history of the recent refuse collection contracts and what the residential rates during that time has been. This timeline has been added as 2016-132 ATTH 04 in the briefing packet and has been emailed to all Councilmembers. Also, Ms. Mary Bruce had a question about larger items that could not fit in the trash bins. She wanted to know if there was a certain time that these items could be picked up. Staff explained that the bulky waste pickup service is the service that Ms. Bruce could utilize to get these items picked up. This service is provided once per week with the regular trash pickup for items up to one cubic yard in size.

Executive Summary and Background Information:

The city's refuse collection contract with Waste Management of Texas, Inc., expires on February 28, 2017. Council authorized the City Manager to enter into contract negotiations with Waste Management of Texas, Inc., through Resolution 2016-085.

Staff has negotiated and is recommending approval of a 5 year agreement with Waste Management of Texas, Inc. The proposed agreement would start on March 1, 2017. All services provided by Waste Management in the current contract are provided for in the proposed agreement.

As part of the proposed agreement, the City will receive 250 free haul offs of 30 yard roll-off bins annually to be used for our demolition program, neighborhood clean-ups, or other city projects. If all 250 annual hauls were used, at $314.59 per haul off, the City could possibly avoid approximately $78,000 in cost. Over the past year, our demolition program alone has used approximately 150 haul offs.

Another part of the proposed agreement deals with the special grit waste container that TWU uses at the South Stateline Waste Treatment Plant. Currently, there is a $133.32 per month rental charge for that container. With the proposed agreement, there is no fee for that container.

Also, as part of the proposed agreement, the City will have cost savings of $150,000 annually on the curbside bulky waste collection service. The cost for this bulky waste pickup service was added through an amendment to the current contract in 2010. The cost for this service was $12,500 per month and, as per the amendment, had been directly billed to the City for the past six years. The

bulky waste collection service is still provided in the proposed agreement, but the service cost is not planned to be funded through the General Fund. All costs of refuse collection have now been included in the proposed rates.

Residential rates would see an increase as part of the proposed agreement. The residential rate is currently $17.35 per month and is proposed to go to $17.85 per month in the new agreement. This would be a $0.50 increase per month, or $6.00 per year, additional cost to residential customers. The commercial rates would also see a small increase with the proposed agreement. Since commercial pickup has so many options, staff has included a current and proposed rate sheet for comparison.

Potential Options:

- Approve City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection.
- Do not approve City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection.

Fiscal Implications:

Please see the current and proposed residential and commercial rate sheets.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (DOC)
b. 2016-132 ATTH 01 WM Proposed Agreement (DOC)
c. 2016-132 ATTH 02 Texarkana Current Residential and Commercial Rates (PDF)
d. 2016-132 ATTH 03 Texarkana Proposed Residential and Commercial Rates (PDF)
e. 2016-132 ATTH 04 Timeline of Services for Texarkana Municipal Solid Waste Contracts (DOCX)
f. 2016-132 Goals & Perspectives (DOCX)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review
Completed	11/03/2016 2:03 PM	

City of Texarkana, Texas

Finance Department	Kristin Peeples	Finance Review	Completed	11/03/2016 2:13 PM
Purchasing and Contracting		Sharon Moore	Purchasing Review	Completed
		11/03/2016 3:49 PM		
Assistant City Manager Review	Completed	Shirley Jaster 11/03/2016 4:18 PM	Assistant City Manager	
Public Information Officer	11/08/2016 4:26 PM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	11/09/2016 4:51 PM
City Council	Jennifer Evans	Meeting	Completed	11/14/2016 6:00 PM

Meeting History

11/14/16	City Council	MOVED FORWARD	Next: 11/28/16
11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

RESOLUTION NO. 2016 – 132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC., FOR REFUSE COLLECTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 125-01 authorized the City Manager to enter into an agreement with Waste Management for refuse collection; and

WHEREAS, the term on the current refuse collection contract with Waste Management of Texas, Inc., signed on May 26, 2001, ends on February 28, 2017.

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

SECTION 1: That the agreement between the City of Texarkana, Texas, and Waste Management of Texas, Inc. for refuse collection for the City be and is hereby approved. A copy of said agreement is attached hereto and incorporated herein as **"ATTH 01".**

SECTION 2: That the City Manager be and is hereby authorized to enter into an agreement with Waste Management of Texas, Inc. for refuse collection for the City.

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

PASSED AND APPROVED in Regular Council Session on this the **28th day of November, 2017.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

EXHIBIT "A"

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

(Residential/Polycarts, Commercial, Industrial and Recycling)

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the _____ day of _____, 2016, between the City of Texarkana, Texas ("City"), a municipal corporation, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

W I T N E S S E T H:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. **DEFINITIONS:**

1.01. **Bag:** An "Approved green waste bag" (defined in City's Code of Ordinances, sec. 22-1), as approved by the City water utilities compost facility, means a nonplastic biodegradable bag with a typical capacity of 33 gallons.

1.02. **Bulky Waste**: White Goods, furniture, bundled brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.03. **City**: The City of Texarkana, Texas.

1.04. **Commercial Unit**: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

1.05. **Commercial Hand Collect Unit**: A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

1.06. **Commercial Waste**: All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

1.07. **Commercial Service Provider**: A commercial business enterprise or commercial service provider providing services to Residential Units.

1.08. **Compactor**: Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.

1.09. **Construction and Demolition Debris**: Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

1.10. **Container: An "**Approved green waste container or can" (defined in City's Code of Ordinances, sec. 22-1), which shall have suitable handles on the Container and a capacity of not more than 50 gallons or 50 pounds when full.

1.11. **Contract Administrator**: That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

1.12. **Contractor**: Waste Management of Texas, Inc.

1.13. **Customer**: The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

1.14. **Dead Animals**: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

1.15. **Disposal Site**: A duly permitted sanitary landfill selected by Contractor.

1.16. **Dumpster**: Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

1.17. **Garbage**: Solid Waste consisting of putrescible or animal and vegetable

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

1.18. **Greenwaste or Yard Waste**: grass or weed clippings, leaves, plant clippings, stock and limbs not over 4 inches in diameter or exceeding 4 feet in length, and specifically excluding debris resulting from the services of a Commercial Service Provider.

1.19. **Hazardous Waste**: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq*., as amended.

1.20. **Industrial Unit**: All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

1.21. **Industrial Waste**: Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.22. **Medical Waste**. Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland, nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.23. **Polycart**: A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

1.24. **Non-Recyclables**: Any materials in the Single Stream Materials that are not Recyclables as set forth in Schedule B.

1.25. **Recyclable Cart**: A rubber-wheeled receptacle with a maximum capacity of 60 - 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated recyclable collection systems, and having a tight fitting lid capable of preventing entrance into the container by small

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

animals.

1.26. **Recyclable Material or Recyclables**: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.

1.27. **Refuse**: Same as Rubbish.

1.28. **Residential Unit**: A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families, or an apartment complex comprising 7 or fewer units.A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any condominium or apartment complex that uses Dumpsters rather than Polycarts shall be considered a Commercial Unit.

1.29. **Residential Waste**: All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.30. **Residue or Residual:** Material that cannot be safely or effectively processed; material that, after processing, cannot be effectively marketed for sale in its current state; and/or Non-Recyclables, each of which will be disposed.

1.31. **Roll-off Bin**: Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.32. **Rubbish**: Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.33. **Single Stream Materials:** The materials placed by Customers in their

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

Recyclable Carts.

1.34. **Solid Waste**: Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;

c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or

d) Unacceptable Waste.

1.35. **Special Waste**: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste."

1.36. **Stable Matter**: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.37. **Unacceptable Waste**: Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or

facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.38. **Unusual Accumulations**: As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service, or any Waste that overfills or exceeds the tonnage limit for the Dumpster or Roll-off Bin.

1.39. **Waste**: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.40. **White Goods**: Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. **GRANT OF EXCLUSIVE FRANCHISE**:

Contractor is hereby granted the exclusive right and privilege within the boundary limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, Commercial Units, and Industrial Units, subject to the terms hereof, including any alteration and extension of said boundary limits after the Commencement Date.

3. **TERM**:

The term of this Agreement shall commence March 1, 2017 (“Commencement Date”), and continue to remain in full force and effect for a period of five (5) years ending on February 28, 2022. The initial 5-year term shall automatically be extended for successive additional 5-year terms unless either party notifies the other party in writing, not less than one (1) year prior to the expiration of the initial 5-year term or any successive five year term, of its intention to terminate this Agreement. Any such written notice shall be served by certified mail, return receipt requested. Within thirty (30) days following completion of the third year of this Agreement, the parties shall initiate a meeting with one another to review performance data, effectiveness of Customer education, and other issues identified by either Contractor or City prior to such meeting.

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

4. **RATES**:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES**:

5.01. **Residential Collection**

(a) **Residential/Commercial Hand Collect Collection**:

(i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement.

(ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.

(iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(iv) Notwithstanding any provision in this Agreement to the contrary, consistent with Section 22 of City's Code of Ordinances, Contractor shall collect Waste placed in a plastic bag and placed at curbside not to exceed 10 bags per collection at each Residential Unit beginning on the day after Christmas and for the next 6 days thereafter.

(b) **Bulky Waste Collection**: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, one (1) cubic yard of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

(c) **Greenwaste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Greenwaste. All limbs shall be cut into lengths not exceeding 4 feet and shall be securely tied into bundles not to exceed 40 pounds. Leaves, grass, and trimmings must be placed in a Bag or Container. Contractor has no obligation to collect any Greenwaste not properly bagged, bundled, or placed in a Container. Contractor agrees to tag and date improperly placed Greenwaste to notify the resident as to the proper method of setting out Greenwaste. If resident fails to dispose of or properly bundle, bag or contain such material within 10 days of notice, Contractor will refer the matter to the City as a violation of the City's Code of Ordinances. Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational.

Greenwaste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(d) **Recyclable Collection**: Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. The specifications for Recyclable Materials and list of Recyclable Materials that are acceptable for collection are set forth in Schedule B attached hereto and incorporated by reference. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste generated at that residence.

(e) **Carts**:

(i) Contractor shall provide one (1) Polycart and one (1) Recycling Cart (collectively, the "Carts") to each Residential Unit. Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City may aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

(ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, (ii) any Residential Waste

from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.

(iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Additional Carts will be available for residential Customers at an additional charge set forth in Schedule A attached hereto. Any Cart removed from a Residential Unit shall be deemed lost. If a Cart is damaged from normal wear and tear or from Contractor's handling of the equipment, Contractor agrees to replace such Cart with a replacement Cart at no cost. City shall have neither responsibility nor liability to Contractor for any loss or damage to the Carts. Nothing shall prevent Contractor from recouping the cost of any lost Cart directly from a responsible person. Contractor shall have no obligation to replace a lost Cart unless Customer requests and pays for a new Cart prior to Contractor's delivery of the replacement Cart.

5.02. **Commercial and Industrial Collection**: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The rates that Commercial and Industrial Customers will be charged are set forth in Schedule A. Commercial and Industrial Customers shall not move, alter, or overfill, or allow any third parties to do so, the Dumpsters, Roll-Off Bins or Compactors. Contractor has the right to assess overage charges due to Customer's overfilling the waste equipment.

Contractor will provide, upon a Commercial or Industrial Unit Customer's request, (a) rubber tire casters for containers (4-yard container maximum size), and/or (b) collection of Dumpsters or Roll-Off Bins on days other than regularly scheduled collection days. Contractor shall communicate these charges and services to the Texarkana Water Utilities (TWU), who shall include the charges in the invoices to such Customers.

Contractor has the right to offer Commercial and Industrial Unit Customers Recyclables collection, but Contractor is not obligated to do.

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5.03. **Recyclables Collection**.

(a) City shall not divert, retract, or withdraw, or discontinue collection of any material listed as a Recyclable in Schedule B unless City and Contractor mutually agree to such action. City and Contractor shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the list of acceptable Recyclables in Schedule B will require the parties' mutual agreement. Contractor shall be entitled to all proceeds from Recyclables as additional consideration to offset the expenses associated with recycling collection.

(b) Contractor or the recycling facility may reject a load of Recyclables if it contains Residue or Unacceptable Waste, and in such case, the load will be disposed.

(c) Contractor makes no representations as to the marketability of the Recyclables and may dispose of Recyclables when no reasonable commercial market exists. Contractor shall provide City with written notice no more than 20 days after the decision is made to begin disposing of a Recyclable due to market conditions along with information and/or documentation substantiating such decision. Should no commercially reasonable available market for a Recyclable exist, such Recyclable shall be classified as a Non-Recyclable until such time as a commercially reasonable available market exists. Contractor reserves the right to add or delete materials from the list of Recyclables based upon changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, or changes in the enforcement thereof, and Contractor will provide written notice of any such change to the City.

(d) Contractor shall work with City to develop a Recyclables Collection plan for apartment complexes and commercial businesses and shall present its draft plan at the meeting described in section 3 of this Agreement. Neither party has the obligation to implement such a plan unless mutually agreed in writing.

5.04. **Unusual Accumulations Collection**: Contractor shall have no obligation to collect Unusual Accumulations, and may assess an overage charge for the collection of any Unusual Accumulations. Contractor has the right to take photographic evidence of Unusual Accumulations.

5.05. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or

increased concern for worker safety or environmental protection occasioned by the material.

5.06. **Unacceptable Waste**: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.07 **Customer Education:** At no charge to City, Contractor, in its discretion, shall cooperate with the City, where and when practical, to educate Customers encouraging and promoting proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

Commented [MR1]: Added language consistent w obligations on page 17.

5.08 **Additional Services:** Contractor agrees to provide the following equipment and services to the City on an annual basis at no charge to the City:

(i) Contractor will provide up to three (3) eight-yard front end load Dumpsters to the City free of charge during City sponsored annual softball and baseball tournaments. Contractor will provide daily service of these three Dumpsters, as needed, during those tournaments at no charge to the City.

(ii) Contractor will provide Recyclables Cart(s) as necessary and requested by City, and collection service at City-owned facilities:

(iii) Contractor will provide the City with 250, 30-yard Roll-Off Bin hauls annually for house demolition, neighborhood clean-ups, or other City projects.

(iv) Contractor will provide one 20-yard container to the Texarkana Water Utilities (TWU). The container will be located at the South Stateline waste treatment plant and will be used to dispose of special grit waste. Contractor will provide up to ten (10) hauls of this container annually free of charge so long as the haul does not exceed a ton (10) ton maximum weight per haul. For any hauls exceeding the 10 designated free hauls annually, TWU agrees to pay the then current haul rate according to Schedule A. TWU will be required to meet all Contractor requirements to properly profile the waste, including analytical or lab associated fees. If TWU fails to comply with this paragraph, Contractor has the right to cease providing a container to TWU and this paragraph will become void.

(v) There shall be no disposal charge to residents of Texarkana, Texas who self-haul Bulky Waste generated at their residence to New Boston Landfill for disposal. Fees shall be charged for disposal of construction or remodeling waste.

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Contractor shall have the right to verify the resident's current address within the City limits.

(vi) If all of the services set out in subsections (i) through (v) above are not used by the City during any given year, the free services cannot be carried over and applied to the next year or any year thereafter.

Commented [MR2]: WMTX requires re-insertion language.

6. **COLLECTION OPERATION:**

6.01. **Hours of Operation**: Collections shall be made during the hours agreed to by the parties, subject to future reasonable modifications agreed to by both parties. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor.

6.02. **Routes of Collection**: Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.

6.03. **Holidays**: The following shall be holidays for purposes of this Agreement:

Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints**: Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to properly set out such Waste.

6.05. **Collection Equipment**: Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport

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garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.06. **Disposal**: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.07. **Spillage**: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. **Vicious Animals**: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such danger and the inability to make collection because of such danger.

6.09. **Protection From Scattering**: Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

6.10. **Point of Contact**: All dealings and contacts between Contractor and the City shall be directed between the Manager for Public Sector Solutions for Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES**:

Contractor shall obtain at its sole expense all licenses and permits required by the City

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and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services to all Residential Units during the term of this Agreement. City shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters or Polycarts for waste or recycling services. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste.

Within 30 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units and Commercial and Industrial Units that receive services using Dumpsters or Polycarts. City shall pay Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law.

Contractor shall invoice directly those Commercial Units and Industrial Units that use Roll-Off Bins and Compactors. Contractor shall require payment of such invoices within thirty (30) days after receipt of invoice by the Customer, with past due invoices bearing interest as allowed by law.

(b) The City shall notify Contractor in writing of any Residential Unit, Commercial Unit, or Industrial Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit that uses Roll-Off Bins or Compactors that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The City shall be entitled to receive a ten percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder. The City shall retain the Franchise Fee prior to payment of Contractor's invoices based on payments actually received by the City. Contractor shall pay the City its ten percent (10%) Franchise Fee based on payments actually received from Commercial and Industrial Unit Customers that Contractor direct bills for Roll-Off Bin services. Contractor shall pay the fee to the City within 45 days after the last day of the month of Contractor's actual receipt of such monies. Contractor's rates on Schedule A include the City's ten percent (10%) franchise fee.

9. **MODIFICATION TO RATES**

9.01 **CPI Adjustment:** Base Rates charged by Contractor for services will remain fixed

as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until September 30, 2017. Commencing on October 1, 2017, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the twelve months preceding the index published in May 2017 and each May thereafter. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.02 **Fuel Adjustment:** Contractor shall calculate the percentage of change in the cost of diesel fuel during the prior 12 month period beginning May 1, 2017, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each April ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The Initial Fuel Base that will be used and that will take effect on the date this Amendment is signed shall be $2.20 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 14%, and the product thereof shall be the "Fuel Adjustment Component." The Fuel Adjustment Component and the CPI component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing January 1 of the current Contract Year. (Example: If the price of diesel fuel on the last Monday of April of any given year is $2.50, and the average price of fuel over the next 52 weeks is $2.75, the difference of 25 cents is an increase of 10%. That 10% increase is then multiplied by 14 percent, which equals 1.4%. The fuel adjustment feature of the rate adjustment will be 1.4%, which is then added to the CPI portion of the index to get the final annual rate adjustment).

9.03 **Additional Adjustments:** Contractor may request an increase in Base Rates from time to time during the term of this Agreement, upon giving at least thirty (30) days' written notice to the City, to offset a change in condition that is outside of Contractor's control, and that increases the Contractor's costs, such as a change in federal, state or local laws, rules, regulations, or ordinances. Simultaneously with the notice, Contractor shall submit to the City documentation substantiating the increase required by the federal, state or law, rule, regulation or ordinance. Contractor agrees that in the event it seeks to secure an increase in fees based on the provisions of this paragraph, the City shall have a

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review period of thirty (30) days following receipt of both the notice and substantiating documentation to either approve or object to said increase in fees. If the City objects to said increase in fees within the thirty (30) day review period, then City and Contractor will negotiate in good faith for a period of thirty (30) days in an attempt to reach a resolution satisfactory to both City and Contractor. If, however, a resolution satisfactory to both City and Contractor is not reached, either City or Contractor shall have the right to deem the matter a disagreement for purposes of mediation as described in paragraph 17 of this Agreement, and any requested increase in Base Rates shall not go into effect until after a final decision is reached through mediation or court order, as applicable.

10. **CITY'S OBLIGATIONS:**

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

(a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;

(b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that will receive Contractor services). Contractor has the right to rely upon the total house count, and will use the monthly Residential Unit total in its next invoice to the City as set forth in Section 8. Any errors in the house count numbers provided by the City are deemed waived and any claim arising therefrom released by the City if not corrected by the City within 180 days of month in which the improper house count information was delivered by the City to Contractor. Contractor has the right to confirm the City's house count, but is not obligated to do so;

(c) The City shall timely pay Contractor pursuant to the terms of this Agreement;

(d) The City shall timely inform Contractor of complaints made by Customers;

(e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and

(f) The City shall cooperate with Contractor, within the City's discretion as to where and when practical, to educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. **COMPLIANCE WITH LAWS**:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by

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and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. **OFFICE**:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and any other day that is a makeup collection day.

13. **ENFORCEMENT AGAINST THIRD PARTIES**:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of Costs owed to Contractor by Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. **TRANSFERABILITY OF AGREEMENT**:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. **LANDFILL CAPACITY**:

During the term of this Agreement, Contractor shall have and maintain at all times adequate disposal capacity for the City's needs.

16. **TERMINATION**:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party

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may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. **DISPUTE RESOLUTION**:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. The parties shall agree to choose a mediator credentialed by the Texas Mediator Credentialing Association. Each party shall bear its own costs incurred arising from the mediation proceeding and shall equally share responsibility for compensating the mediator. If the parties remain unable to resolve the controversy through mediation, then either party may pursue its claim, dispute, disagreement or controversy in court.

18. **FORCE MAJEURE**:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval, through no fault of Contractor, which is essential to the operation of Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or

(ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. **EVIDENCE OF INSURANCE**:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	**Per Occurrence Minimum**	**Aggregate Minimum**
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	$1,000,000	$1,000,000
Property Damage	$1,000,000	$1,000,000
Comprehensive Auto Liability Bodily Injury	$1,000,000	
Comprehensive Auto Liability- Property Damage	$500,000	

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20. **INDEMNITY**:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall defend or contest any such claim or demand. The Contractor may defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand with ordinary care and in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order or judgment of any court to pay any sum arising from the subject matter of the suit.

21. **OWNERSHIP**:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. **SEVERABILITY**:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. **PRIOR AGREEMENTS**:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein, and upon the Commencement Date supersedes all prior agreements between the parties. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly approved by resolution of the City Council of the City of Texarkana, Texas, and executed by all parties hereto.

24. **RECORDS**:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party. On a monthly basis, Contractor shall provide City with

mutually agreed upon performance data in electronic format for services performed under this Agreement.

25. **CHOICE OF LAW; VENUE; GOVERNMENTAL IMMUNITY; LIMITATION ON DAMAGES**:

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees that are equitable and just and court costs. Venue of any such action shall be in Bowie County, Texas. Notwithstanding anything contained herein, nothing in this Agreement shall be construed to waive City's governmental immunity. Contractor expressly agrees that any action by Contractor against City for damages shall be limited to the following: (i) the balance due and owed by City to Contractor under this Agreement and any amendments thereto, and any amount owed as compensation for the increased cost to perform the work as a direct result of City-caused delays; (ii) the amount owed for additional work Contractor is directed to perform by City in connection with this Agreement; and (iii) interest as allowed by law, including interest as calculated under Chapter 2251, Texas Government Code. Contractor expressly agrees that any action by Contractor against City for damages shall not include consequential damages, except as expressly allowed above, and exemplary damages. This limitation of damages shall not impair either party from seeking specific performance or injunctive relief.

26. **NOTICES**:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed to the intended addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, e-mail, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default or termination notice under this agreement must be both faxed and mailed by Certified Mail, Return Receipt Requested to the other party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

If to the City, at:

City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501
Fax 903-798-3448
ATTN: City Manager

P. O. Box 1967
Texarkana, Texas 75504

with a copy to:

Atchley, Russell, Waldrop & Hlavinka, L.L.P.
1710 Moores Lane
Texarkana, Texas 75503
Fax 903-792-5801
ATTN: City Attorney

If to the Contractor at:

Waste Management of Texas, Inc.
520 E. Corporate Dr., Suite 100
Lewisville, Texas 75067
Fax (866) 281-0559

with a copy to:

Waste Management
9708 Giles
Austin, TX 78754
Fax (512) 272 6289
Attn: Senior Legal Counsel; and

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. **DISCRIMINATION PROHIBITED**:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

28. **DISASTER OR STORM EVENT SERVICES**

For purposes of the Agreement, "**Disaster or Storm Event"** shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in (a) the generation of higher than normal volumes of Bulky Waste, Solid Waste, or Greenwaste by Residential Units, Commercial Units, or Industrial Units and that (b) requires additional equipment, manpower, or resources from Contractor beyond that which is intended and included within this Agreement. "**Disaster or Storm Debris"** shall mean debris, such as Bulky Waste, Solid Waste, or Greenwaste generated by or at Residential Units, Commercial

Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling. This Agreement excludes the collection, handling, or disposal of Disaster or Storm Debris by Contractor. The City has the right to contract with any contractor or entity of its choice, or as may be required by the Federal Emergency Management Agency, to provide Disaster or Storm Debris services within the City. Contractor may offer to provide Disaster or Storm Debris collection services and rates to the City, but the City is under no obligation to accept Contractor's proposal.

CITY:

CITY OF TEXARKANA, TEXAS

_____

BY: John A. Whitson, ICMA-CM
City Manager

ATTEST:

_____

Jennifer Evans, CAP
City Secretary

APPROVED AS TO FORM:

_____

Jeffery C. Lewis, J.D.
City Attorney

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

_____

BY: _____
ITS: _____

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

City of Texarkana, Texas
Schedule A
Effective March 1, 2017

RESIDENTIAL RATES (Includes 10% Franchise Fee)

Residential Rates	$17.85
Extra Trash Cart	$10.17

COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)

	1XWK	2XWK
Poly Cart-PU (1 Toter)	$25.00	N/A
Poly Cart-PU (2 Toter)	$42.00	N/A
Poly Cart-PU (3 toters)	$59.00	N/A
Recycling PU (1 toter)	$3.35	N/A

COMMERCIAL RATES (Includes 10% Franchise Fee)

	FREQUENCY PER WEEK							
Container Size / Type	**1XWK**	**2XWK**	**3XWK**	**4XWK**	**5XWK**	**6XWK**	**7XWK**	**EXTRA PU**
2 Yard FEL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FEL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FEL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FEL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FEL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46

See Other Charges Or Notes Below

COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)

Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Cardboard Recycle	$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard Recycle	$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	$232.68	$465.36	$698.03	$930.72	$1,163.40	$1,396.08	N/A	N/A
6Yard FEL Compactor	$274.38	$548.78	$823.16	$1,097.55	$1,371.93	$1,646.31	N/A	N/A
8 Yard FEL Compactor	$315.55	$631.08	$946.63	$1,262.16	$1,577.71	$1,893.25	N/A	N/A

See Other Charges Or Notes Below

ROLL-OFF RATES (Includes 10% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	*BY Month or Day Rate*	*Hauling Charge (Per Pull + Disp)*	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
25 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
30 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$314.59	$36.30
40 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$338.79	$36.30
30 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$314.59	$36.30
33 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
34 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
35 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
40 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
42 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
TRIP CHARGE RATE:			N/A			

NOTES

All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812.
Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at $75.00.
Charge for lost or stolen cart $70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

Attachment: 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (1568 : 2016-132 RES Waste Management

SCHEDULE B
RECYCLABLES SPECIFICATIONS

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron, steel, tin) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Mixed Rigid Plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Magazines, glossy inserts and pamphlets
Old corrugated cardboard containers/boxes/sheets	Cereal boxes; detergent, gift and snack boxes
Catalogs, Printer paper, Copier paper, telephone books, mail	Aseptic gable-top milk and juice cartons
	Rigid Plastics (unnumbered) such as milk/soda crates, plastic buckets, plastic laundry baskets, etc. that fit into the Polycart and are no more than 30" long and no more than 10 pounds each

All materials not specifically listed above as Recyclables are Non-Recyclables.

RECYCLABLES do NOT include the following:

Bagged materials (even if containing Recyclables)	Glass (clear, brown, green or any other color)
Mirrors	Window or auto glass
Light Bulbs, microwave trays	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Wire/metal hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Household items such as cooking pots, toasters, etc.
Glass cookware/bakeware	Wet fiber
Flexible packaging and multi-laminated materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Excluded Materials	Tissues, paper towels or other material that has been in contact with food
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.
Household metal cooking pots, pans, and utensils which are no more than 30 inches long and not more than 50 pounds each	

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

(Residential/Polycarts, Commercial, Industrial and Recycling)

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the ____ day of _____, 2016, between the City of Texarkana, Texas ("City"), a municipal corporation, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

W I T N E S S E T H:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits ~~streets, alleys, bridges, and public properties~~ of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits ~~streets, alleys, bridges, and public properties~~ of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. **DEFINITIONS:**

1.01. **Bag:** An "A~~a~~pproved green waste bag" (defined in City's Code of Ordinances, sec. 22-1), as approved by the City water utilities compost facility, means a nonplastic biodegradable bag with a typical capacity of 33 gallons.

1.02. **Bulky Waste**: White Goods, furniture, bundled brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.

1.03. **City**: The City of Texarkana, Texas.

1.04. **Commercial Unit**: All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or

private, within the corporate limits of the City.

1.05. **Commercial Hand Collect Unit**: A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.

1.06. **Commercial Waste**: All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.

1.07. **Commercial Service Provider**: A commercial business enterprise or commercial service provider providing services to Residential Units.

1.08. **Compactor**: Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.

1.09. **Construction and Demolition Debris**: Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.

1.10. **Container:** **An "**Approved green waste container or can" (~~as~~ defined in ~~the~~ City's C~~c~~ode of Ordinances, sec~~tion~~ 22-1), which shall have suitable handles on the Container and a capacity of not more than 50 gallons or 50 pounds when full.

1.11. **Contract Administrator**: That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.

1.12. **Contractor**: Waste Management of Texas, Inc.

1.13. **Customer**: The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.

1.14. **Dead Animals**: Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.

1.15. **Disposal Site**: A duly permitted sanitary landfill selected by Contractor.

1.16. **Dumpster**: Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.

1.17. **Garbage**: Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and

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consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

1.18. **Greenwaste or Yard Waste**: grass or weed clippings, leaves, plant clippings, stock and limbs not over 4 inches in diameter or exceeding 4 feet in length, and specifically excluding debris resulting from the services of a Commercial Service Provider.

1.19. **Hazardous Waste**: Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq*., as amended.

1.20. **Industrial Unit**: All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

1.21. **Industrial Waste**: Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.

1.22. **Medical Waste**. Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland ~~as defined in Agricultural Code, §252.001 (6) (Definitions--Farmland or ranchland)~~, nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.

1.23. **Polycart**: A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.

1.24. **Non-Recyclables**: Any materials in the Single Stream Materials that are not Recyclables as set forth in Schedule B.

1.25. **Recyclable Cart**: A rubber-wheeled receptacle with a maximum capacity of 60 - 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated recyclable collection systems, and having

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a tight fitting lid capable of preventing entrance into the container by small animals.

1.26. **Recyclable Material or Recyclables**: A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise b~~ye~~ produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.

1.27. **Refuse**: Same as Rubbish.

1.28. **Residential Unit**: A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families, or an apartment complex comprising 7 or fewer units. ~~*(why seven?)*~~ A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any condominium or apartment complex that uses Dumpsters rather than Polycarts shall be considered a Commercial Unit.

1.29. **Residential Waste**: All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.

1.30. **Residue or Residual:** Material that cannot be safely or effectively processed; material that, after processing, cannot be effectively marketed for sale in its current state; and/or Non-Recyclables, each of which will be disposed.

1.31. **Roll-off Bin**: Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.

1.32. **Rubbish**: Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures

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(1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

1.33. **Single Stream Materials:** The materials placed by Customers in their Recyclable Carts.

1.34. **Solid Waste**: Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;

b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;

c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or

d) Unacceptable Waste.

1.35. **Special Waste**: Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste."

1.36. **Stable Matter**: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

1.37. **Unacceptable Waste**: Any waste, the acceptance and handling of which

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by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

1.38. **Unusual Accumulations**: As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service, or any Waste that overfills or exceeds the tonnage limit for the Dumpster or Roll-off Bin.

1.39. **Waste**: All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.

1.40. **White Goods**: Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. **GRANT OF EXCLUSIVE FRANCHISE**:

Contractor is hereby granted the exclusive right and privilege within the boundary ~~corporate~~ limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, Commercial Units, and Industrial Units, subject to the terms hereof, including any alteration and extension of said boundary limits after the Commencement Date~~tracts, territories and areas hereafter annexed to or acquired by City~~.

3. **TERM**:

The term of this Agreement shall commence March 1, 2017 ("Commencement Date"), and continue to remain in full force and effect for a period of five (5) years ending on February 28, 2022. The initial 5-year term shall automatically be extended for successive additional 5-year terms unless either party notifies the other party in writing, not less than one (1) year prior to the expiration of the initial 5-year term or any successive five year term, of its intention to terminate this Agreement. Any such written notice shall be served by certified mail, return receipt requested. Within thirty (30) days following completion of the third year of this Agreement, the parties~~Contractor~~ shall initiate a meeting with one another~~City~~ to review

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performance data, effectiveness of Customer education, and other issues identified by either Contractor or~~f~~ City prior to such meeting.

4. **RATES**:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. **CONTRACTOR SERVICES**:

5.01. **Residential Collection**

(a) **Residential/Commercial Hand Collect Collection**:

(i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement.

(ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.

(iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(iv) Notwithstanding any provision in this Agreement to the contrary, consistent with Section 22 of City's Code of Ordinances, Contractor shall collect Waste placed in a plastic bag and placed at curbside not to exceed 10 bags per collection at each Residential Unit beginning on the day after Christmas and for the next 6 days thereafter.~~during the Christmas holiday.~~

(b) **Bulky Waste Collection**: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, one (1) cubic yard of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location

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agreed to by Contractor and Customer, which ~~that~~ will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(c) **Greenwaste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Greenwaste. All limbs shall be cut into lengths not exceeding 4 feet and shall be securely tied into bundles not to exceed 40 pounds. Leaves, grass, and trimmings must be placed in a Bag or Container~~s and may not exceed 40 pounds in weight~~. Contractor has no obligation to collect any Greenwaste not properly bagged, ~~or~~ bundled, or placed in a Container. Contractor agrees to tag and date improperly placed Greenwaste to notify the resident as to the proper method of setting out Greenwaste. If resident fails to dispose of or properly bundle, ~~or~~ bag or contain such material within 10 days of notice, Contractor will refer the matter to the City as a violation of the City's Code of Ordinances. Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational.

Greenwaste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which ~~that~~ will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

(d) **Recyclable Collection**: Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. The specifications for Recyclable Materials and list of Recyclable Materials that are acceptable for collection are set forth in Schedule B attached hereto and incorporated by reference. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste generated at that residence.

(e) **Carts**:

(i) Contractor shall provide one (1) Polycart and one (1) Recycling Cart (collectively, the "Carts") to each Residential Unit. Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City may ~~shall~~ aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

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(ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.

(iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Additional Carts will be available for residential Customers at an additional charge set forth in Schedule A attached hereto. ~~of $9.78 per Cart.per month. *(is this total cost or is it a charge per month? Likely should be listed only in Schedule A).*~~ Any Cart removed from a Residential Unit shall be deemed lost. If a Cart is damaged from normal wear and tear or from Contractor's handling of the equipment, Contractor agrees to replace such Cart with a replacement Cart at no cost. City shall have neither responsibility nor liability to Contractor for any loss or damage to the Carts. Nothing shall prevent Contractor from recouping the cost of any lost Cart directly from a responsible person. ~~The Customer shall be responsible for all other loss or damage to the Carts; City shall compensate Contractor $70.00 for a replacement Polycart or Recycling Cart, and shall provide by ordinance the method by which costs or charges for lost, damaged, or additional carts are borne by the Customer.~~ *~~The city is not the customer, the residents and businesses are the customers. Financial recovery of lost carts should be a pursuit of the contractor with the actual customer. The city does not provide the carts, maintain the carts, or account for the carts. By ordinance we likely regulate placement of the carts for pick up by the contractor.~~* ~~If a Customer's Cart is lost, Customer shall promptly request and pay Contractor for a new Cart prior to Contractor's delivery of the replacement Cart.~~Contractor shall have no obligation to replace a lost Cart unless Customer requests and pays for a new Cart prior to Contractor's delivery of the replacement Cart.

5.02. **Commercial and Industrial Collection**: Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into

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individual contracts with Contractor, subject to the terms of this Agreement. The rates that Commercial and Industrial Customers will be charged are set forth in Schedule A. Commercial and Industrial Customers shall not move, alter, or overfill, or allow any third parties to do so, the Dumpsters, Roll-Off Bins or Compactors. Contractor has the right to assess overage charges due to Customer's overfilling the waste equipment.

Contractor will provide, upon a Commercial or Industrial Unit Customer's request, (a) rubber tire casters for containers (4-yard container maximum size), and/or (b) collection of Dumpsters or Roll-Off Bins on days other than regularly scheduled collection days. Contractor shall communicate these charges and services to the Texarkana Water Utilities (TWU), who shall include the charges in the invoices to such Customers.

Contractor has the right to offer Commercial and Industrial Unit Customers Recyclables collection, but Contractor is not obligated to do.

5.03. **Recyclables Collection**.

(a) City shall not divert, retract, or withdraw, or discontinue collection of any material listed as a Recyclable in Schedule B unless City and Contractor mutually agree to such action. City and Contractor shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the list of acceptable Recyclables in Schedule B will require the parties' mutual agreement. Contractor shall be entitled to all proceeds from Recyclables as additional consideration to offset the expenses associated with recycling collection.

(b) Contractor or the recycling facility may reject a load of Recyclables if it contains Residue or Unacceptable Waste, and in such case, the load will be disposed.

(c) Contractor makes no representations as to the marketability of the Recyclables and may dispose of Recyclables when no reasonable commercial market exists. Contractor shall provide City with written notice no more than 20 days after the decision is made to begin disposing of a Recyclable due to market conditions along with information and/or documentation substantiating such decision. Should no commercially reasonable available market for a Recyclable exist, such Recyclable shall be classified as a Non-Recyclable until such time as a commercially reasonable available market exists. Contractor reserves the right to add or delete materials from the list of Recyclables based upon changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, or changes in the enforcement thereof, and Contractor will provide written notice of any such change to the City.

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(d) Contractor shall work with City to develop~~implement~~ a Recyclables Collection ~~-~~plan for apartment complexes and commercial businesses ~~for office use~~ and shall present its draft plan at the meeting described in section 3 of this Agreement. Neither party has the obligation to implement such a plan unless mutually agreed in writing.

5.04. **Unusual Accumulations Collection**: Contractor shall have no obligation to collect Unusual Accumulations, and may assess an overage charge for the collection of any Unusual Accumulations. Contractor has the right to take photographic evidence of Unusual Accumulations.

5.05. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.06. **Unacceptable Waste**: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.07 **Customer Education:** At no charge to City, Contractor, in its discretion, shall cooperate with the City, where and when practical, to educate Customers encouraging and promoting proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

Commented [MR1]: Added language consistent w
obligations on page 17.

5.0~~7~~8 ~~-~~**Additional Services:** Contractor agrees to provide the following equipment and services to the City on an annual basis at no charge to the City:

~~-~~(i) Contractor will provide up to three (3) eight-yard front end load Dumpsters to the City free of charge during City sponsored annual softball and baseball tournaments. Contractor will provide daily service of these three Dumpsters, as needed, during those tournaments at no charge to the City.

(ii) Contractor will provide ~~at least one~~ Recyclables Cart(s) as necessary and requested by City, ~~specified below~~ and collection service at ~~the following~~ City-owned facilities:

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~~City Hall, 220 Texas Blvd. 4 Carts~~ 4 Carts

(iv) Contractor will provide one 20-yard container to the Texarkana~~s~~ Water Utilities (TWU). The container will be located at the South Stateline waste treatment plant and will be used to dispose of special grit waste. ~~Contractor will charge the Texarkana Water Utilities (TWU) a $133.32 per month rental charge for the container.~~ Contractor will provide up to ten (10) hauls of this container annually free of charge so long as the haul does not exceed a ton (10) ton maximum weight per haul. For any hauls exceeding the 10 designated free hauls annually, TWU agrees to pay the then current haul rate according to Schedule A. ~~The~~ TWU will be required to meet all Contractor requirements to properly profile the waste, including analytical or lab associated fees. If TWU fails to comply with this paragraph, Contractor has the right to cease providing a container to TWU and this paragraph will become void.

(v) There shall be no disposal charge to residents of Texarkana, Texas who self-haul Bulky Waste generated at their residence to New Boston Landfill for disposal. Fees shall be charged for disposal of construction or remodeling waste. Contractor shall have the right to verify the resident's current address within the City limits.

by the City during any given year, the free services cannot be carried over and applied to the next year or any year thereafter.

Commented [MR2]: WMTX requires re-insertion language.

6. **COLLECTION OPERATION:**

6.01. **Hours of Operation**: Collections shall be made during the hours agreed to by the parties, subject to future reasonable modifications agreed to by both parties. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor.

6.03. **Holidays**: The following shall be holidays for purposes of this Agreement:

~~New Year's Day~~
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints**: Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on

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the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to ~~subsequently~~ properly set out such Waste.

6.05. **Collection Equipment**: Contractor, at its sole cost and expense, agrees to furnish~~,~~ all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. ~~No advertising shall be permitted on vehicles.~~ All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. ~~Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.~~ Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

6.06. **Disposal**: The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.

6.07. **Spillage**: The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.

6.08. **Vicious Animals**: Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such danger ~~condition~~ and ~~of his~~ the inability to make collection because of such danger.

6.09. **Protection From Scattering**: Each vehicle shall be equipped with a cover

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which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

6.10. **Point of Contact**~~:~~ All dealings and contacts between Contractor and the City shall be directed between the Manager for Public Sector Solutions for Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. **LICENSE AND TAXES**:

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. **BILLING:**

(a) City shall provide billing and bill collection services to all Residential Units during the term of this Agreement. City shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters or Polycarts for waste or recycling services. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste.

Within 30 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units and Commercial and Industrial Units that receive services using Dumpsters or Polycarts. City shall pay Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law.

Contractor shall invoice directly those Commercial Units and Industrial Units that use Roll-Off Bins and Compactors. C~~, and~~ ontractor shall require payment of such invoices ~~shall be paid~~ within thirty (30) days after receipt of invoice by the Customer, with past due invoices bearing interest as allowed by law.~~ In addition, the City pays Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest at the highest rate permitted by law.~~

(b) The City shall notify Contractor in writing of any Residential Unit, Commercial Unit, or Industrial Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit that uses Roll-Off Bins or Compactors

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that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The City shall be entitled to receive a ten~~10~~ percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder. The City shall retain the Franchise Fee prior to payment of Contractor's invoices based on payments actually received by the City. Contractor shall pay the City its ten~~10~~ percent (10%) Franchise Fee based on payments actually received from Commercial and Industrial Unit Customers that Contractor direct bills for Roll-Off Bin services. Contractor shall pay the fee to the City within 45 days after the last day of the month of Contractor's actual receipt of such monies. Contractor's rates on Schedule A include the City's ten percent (10%) franchise fee.

9. **MODIFICATION TO RATES**~~:~~

9.01 **CPI Adjustment**~~:~~ ~~**For the new rates to be effective on October 1st each year, the City and TWU need to have final rates as early as possible. How early could these final numbers be provided so they could be part of our budget process?:**~~ Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until September 30, 2017. Commencing on October 1, 2017, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the ~~preceding published~~ twelve months preceding the index published in May 2017 and each May thereafter. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.02 **Fuel Adjustment**~~:~~: Contractor shall calculate the percentage of change in the cost of diesel fuel during the prior 12 month period beginning May 1,~~October 1,~~ 2017, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each April~~June of the Contract Year~~ ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of April~~June~~ of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of ~~December~~ April of the current year (the average being calculated by adding together

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the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The Initial Fuel Base that will be used and that will take effect on the date this Amendment is signed shall be $2.20 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 14%, and the product thereof shall be the "Fuel Adjustment Component." The Fuel Adjustment Component and the CPI component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing January 1 of the current Contract Year. (Example: If the price of diesel fuel on the last Monday of April~~June~~ of any given year is $2.50, and the average price of fuel over the next 52 weeks is $2.75, the difference of 25 cents is an increase of 10%. That 10% increase is then multiplied by 14 percent, which equals 1.4%. The fuel adjustment feature of the rate adjustment will be 1.4%, which is then added to the CPI portion of the index to get the final annual rate adjustment).

9.03 **Additional Adjustments**:~~.~~ Contractor may request an increase in Base Rates from time to time during the term of this Agreement, upon giving at least thirty (30) days' written notice to the City, to offset a change in condition that is outside of Contractor's control, and that increases the Contractor's costs, such as a change in federal, state or local laws, rules, regulations, or ordinances. Simultaneously with the notice, Contractor shall submit to the City documentation substantiating the increase required by the federal, state or law, rule, regulation or ordinance. Contractor agrees that in the event it seeks to secure an increase in fees based on the provisions of this paragraph, the City shall have a review period of thirty (30) days following receipt of both the notice and substantiating documentation to either approve or object to said increase in fees. If the City objects to said increase in fees within the thirty (30) day review period, then City and Contractor will negotiate in good faith for a period of thirty (30) days in an attempt to reach a resolution satisfactory to both City and Contractor. If, however, a resolution satisfactory to both City and Contractor is not reached, either City or Contractor shall have the right to deem the matter a disagreement for purposes of mediation as described in paragraph 17 of this Agreement, and any requested increase in Base Rates shall not go into effect until after a final decision is reached through mediation or court order, as applicable.

~~Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Agreement, and upon giving at least thirty (30) sixthirty (630) days' written notice to the City, to offset any change in conditions that is outside of Contractor's control, and thatwhich increases the Contractor's costs, such as including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or a changes in federal, state or local laws, rules, or regulations, or ordinances. Contractor shall submit to the City dDocumentation substantiatingpporting the of such requested increases shall be submitted to the City the increase required by the federal, state or law, rule, regulation or ordinance simultaneously with the notice.request. City shall review the request within the sixty day notice period and either approve or not approve the request. If Contractor chooses to deem City's non approval as a disagreement for purposes of paragraph 17 of this Agreement, Contractor shall give City notice of such disagreement within thirty (30) days of Contractor receiving notice of City's non approval. at its request.~~

10. **CITY'S OBLIGATIONS:**

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The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

(a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;

(b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that will receive Contractor services). Contractor has the right to rely upon the total house count, and will use the monthly Residential Unit total in its next invoice to the City as set forth in Section 8. Any errors in the house count numbers provided by the City are deemed waived and any claim arising therefrom released by the City if not corrected by the City within 180 days of month in which the improper house count information was delivered by the City to Contractor. Contractor has the right to confirm the City's house count, but is not obligated to do so;~~.~~

(c) The City shall timely pay Contractor pursuant to the terms of this Agreement;

(d) The City shall timely inform Contractor of complaints made by Customers;

(e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and

(f) The City shall cooperate with Contractor, within the City's discretion as to where and when practical, to educate ~~e~~ Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. **COMPLIANCE WITH LAWS**:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. **OFFICE**:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m.,

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Monday through Friday and any other day that is a makeup collection day.

13. **ENFORCEMENT AGAINST THIRD PARTIES**:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of Costs owed to Contractor ~~fees~~ by ~~City and/or~~ Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. **TRANSFERABILITY OF AGREEMENT**:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City~~, which consent shall not be unreasonably withheld~~. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. **LANDFILL CAPACITY**:

During the term of this Agreement, Contractor shall have and maintain at all times ~~during the term hereof,~~ adequate disposal capacity for the City's needs.

16. **TERMINATION**:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. **DISPUTE RESOLUTION**:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or

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controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. The parties shall agree to choose a mediator credentialed by the Texas Mediator Credentialing Association. ~~<<<<<<< SELECTION OF MEDIATOR >>>>>>>~~ Each party shall bear its own costs incurred arising from the mediation proceeding and shall equally share responsibility for compensating the mediator. If the parties remain unable to resolve the controversy through mediation, then either party may pursue its ~~their~~ claim, dispute, disagreement or controversy in ~~a~~ court ~~with proper venue in the state within which the services are being performed~~.

18. **FORCE MAJEURE**:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

(a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;

(b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;

(c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval, through no fault of Contractor, which is essential to the operation of ~~the~~ Contractor; or

(d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se,

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such fee, charge or tax shall be treated as a Change in Law.

19. **EVIDENCE OF INSURANCE**:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance**:**

Type Coverage	**Per Occurrence Minimum**	**Aggregate Minimum**
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	$1,000,000	$1,000,000
Property Damage	$1,000,000	$1,000,000
Comprehensive Auto Liability Bodily Injury	$1,000,000	
Comprehensive Auto Liability- Property Damage	$500,000	

20. **INDEMNITY**:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall defend or contest any such claim or demand. The Contractor may ~~shall have the right to~~ defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records

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and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand with ordinary care and in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order or judgment of any court to pay any sum arising from the subject matter of the suit.

21. **OWNERSHIP**:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. **SEVERABILITY**:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. **PRIOR AGREEMENTS**:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein, and upon the Commencement Date supersedes all prior agreements between the parties. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly approved by resolution of the City Council of the City of Texarkana, Texas, and executed by all parties hereto.

24. **RECORDS**:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party. On a monthly basis, Contractor shall provide City with mutually agreed upon performance data in electronic format for services performed under this Agreement.

25. **CHOICE OF LAW; ~~ATTORNEY'S FEES AND~~ VENUE; GOVERNMENTAL IMMUNITY; LIMITATION ON DAMAGES**:

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event suit is filed by either party as a result of the performance or non-performance of the

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Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

terms set forth in this Aagreement, the prevailing party shall recover its attorney fees that are equitable and just and court costs. V~~, with v~~enue of any such action ~~to~~ shall be in Bowie County, Texas. Notwithstanding anything contained herein, nothing in this Agreement shall be construed to waive City's governmental immunity. Contractor expressly agrees that any action by Contractor against City for damages shall be limited to the following: (i) the balance due and owed by City to Contractor under this Agreement and any amendments thereto, and any amount owed as compensation for the increased cost to perform the work as a direct result of City-caused delays; (ii) the amount owed for additional work Contractor is directed to perform by City in ~~Code.~~connection with this Agreement; and (iii) interest as allowed by law, including interest as calculated under Chapter 2251, Texas Government Code. Contractor expressly agrees that any action by Contractor against City for damages shall not include consequential damages, except as expressly allowed above, and exemplary damages. This limitation of damages shall not impair either party from seeking specific performance or injunctive relief.

26. **NOTICES**:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed to the intended addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, e-mail, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default or termination notice under this agreement must be both faxed and ~~(i)~~ mailed by Certified Mail, Return Receipt Requested ~~and (ii) faxed~~ to the other~~alleged defaulting~~ party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Texarkana, Texas
220 Texas Blvd P. O. Box 1967
Texarkana, Texas 75501 Texarkana, Texas 75504
Fax 903-798-3448

with a copy to: Atchley, Russell, Waldrop & Hlavinka, L.L.P.
1710 Moores Lane
Texarkana, Texas 75503

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

Fax 903-792-5801
ATTN: City Attorney

If to the Contractor at:

Waste Management of Texas, Inc.
520 E. Corporate Dr., Suite 100
Lewisville, Texas 75067
Fax (866) 281-0559

with a copy to:

Waste Management
9708 Giles
Austin, TX 78754
Fax (512) 272 6289
Attn: Senior Legal Counsel; and

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201
Fax

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. **DISCRIMINATION PROHIBITED**:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

298. **DISASTER OR STORM EVENT SERVICES~~STORM DEBRISOTHER COLLECTION AND DISPOSAL SERVICES~~**:

~~Contractor and City understand and agree that, in the event of a hurricane, tornado, flood, ice storm, windstorm, thunderstorm, natural disaster, or other unusual event that generates solid waste tonnages above normal volumes, Contractor shall have no obligation under this Agreement to collect any waste or debris not otherwise provided for in this Agreement. resulting from such event ("Storm Event"). Notwithstanding any provision in this Agreement, tThe City has the right to request a proposal from Contractor or another supplier for other Storm Event collection and disposal services not provided for in this Agreement.~~

CITY: **CONTRACTOR:**

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

CITY OF TEXARKANA, TEXAS

BY: John A. Whitson, ICMA-CM
~~Mayor~~City Manager

ATTEST:

Jennifer Evans, CAP
City Secretary~~,~~
~~City of Texarkana, Texas~~

APPROVED AS TO FORM:

Jeffery C. Lewis, J.D.
City Attorney

WASTE MANAGEMENT OF TEXAS, INC.

BY: _____
ITS: _____

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

~~SCHEDULE "A"~~
~~Base Rates~~

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

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City of Texarkana, Texas
Schedule A
Effective March 1, 2017

RESIDENTIAL RATES (Includes 10% Franchise Fee)

Residential Rates	$17.85
Extra Trash Cart	$10.17

COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)

	1XWK	2XWK
Poly Cart PU (1 Toter)	$35.00	N/A
Poly Cart PU (2 Toter)	$42.00	N/A
Poly Cart PU (3 toters)	$59.00	N/A
Recycling PU (1 toter)	$3.35	N/A

COMMERCIAL RATES (Includes 10% Franchise Fee)

	FREQUENCY PER WEEK							
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FEL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FEL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FEL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FEL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FEL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46

See Other Charges Or Notes Below

COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)

Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Cardboard Recycle	$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard Recycle	$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	$232.68	$465.36	$698.03	$930.72	$1,163.40	$1,396.08	N/A	N/A
6Yard FEL Compactor	$274.38	$548.78	$823.16	$1,097.55	$1,371.93	$1,646.31	N/A	N/A
8 Yard FEL Compactor	$315.55	$631.08	$946.63	$1,262.16	$1,577.71	$1,893.25	N/A	N/A

See Other Charges Or Notes Below

ROLL-OFF RATES (Includes 10% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	*BY Month or Day Rate*	*Hauling Charge (Per Pull + Disp)*	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
25 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
30 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$314.59	$36.30
40 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$338.79	$36.30
30 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$314.59	$36.30
33 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
34 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
35 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
40 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
42 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
TRIP CHARGE RATE:			N/A			

NOTES

All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812.
Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at $75.00.
Charge for lost or stolen cart $70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

SCHEDULE B
RECYCLABLES SPECIFICATIONS

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron, steel, tin) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Mixed Rigid Plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Magazines, glossy inserts and pamphlets
Old corrugated cardboard containers/boxes/sheets	Cereal boxes; detergent, gift and snack boxes
Catalogs, Printer paper, Copier paper, telephone books, mail	Aseptic gable-top milk and juice cartons
	Rigid Plastics (unnumbered) such as milk/soda crates, plastic buckets, plastic laundry baskets, etc. that fit into the Polycart and are no more than 30" long and no more than 10 pounds each

All materials not specifically listed above as Recyclables are Non-Recyclables.

RECYCLABLES do NOT include the following:

Bagged materials (even if containing Recyclables)	Glass (clear, brown, green or any other color)
Mirrors	Window or auto glass
Light Bulbs, microwave trays	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Wire/metal hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Household items such as cooking pots, toasters, etc.
Glass cookware/bakeware	Wet fiber
Flexible packaging and multi-laminated materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Excluded Materials	Tissues, paper towels or other material that has been in contact with food
Any recyclable materials, or pieces of recyclable materials, less than 2" in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.
Household metal cooking pots, pans, and utensils which are no more than 30 inches long and not more than 50 pounds each	

Attachment: 2016-132 ATTH 01 WM Proposed Agreement (1568 : 2016-132 RES Waste Management Contract)

CITY of Texarkana Texas
Effective January 1, 2016

RESIDENTIAL RATES

RESIDENTIAL RATES	$17.35	Includes 96 gal. Trash cart, 65 Gal. recycle cart, Yard waste pickup
Extra cart	$9.78	For each additional cart

COMMERCIAL RATES

	FREQUENCY PER WEEK							
Container Size / Type	**1XWK**	**2XWK**	**3XWK**	**4XWK**	**5XWK**	**6XWK**	**7XWK**	**EXTRA F**
Commercial Hand-PU (1 Toter)	$22.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU (2 Toters)	$34.09	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU (3 Toters)	$42.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 Yard FEL Container	$91.25	$136.82	$159.63	$182.54	$205.27	$251.06	N/A	$59.27
3 Yard FEL Container	$109.47	$164.32	$191.62	$219.09	$246.39	$301.17	N/A	$71.13
4 Yard FEL Container	$127.79	$191.62	$223.62	$255.57	$287.53	$351.41	N/A	$83.00
6 Yard FEL Container	$165.98	$250.44	$289.72	$331.92	$374.22	$455.69	N/A	$107.82
8 Yard FEL Container	$191.56	$255.57	$331.97	$480.02	$523.56	$605.25	N/A	$124.48
96-Gallon Toter (RECYCLE)	$3.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Container/Cardboard	$51.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Container/Cardboard	$61.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	$223.73	$447.46	$671.18	$894.92	$1,118.65	$1,342.38	N/A	N/A
6 Yard FEL Compactor	$263.83	$527.67	$791.50	$1,055.34	$1,319.16	$1,582.99	N/A	N/A
8 Yard FEL Compactor	$303.41	$606.81	$910.22	$1,213.62	$1,517.03	$1,820.43	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
REDELIVERY RATE FOR NON-PAYMENT:			N/A					

ROLL-OFF RATES

Container Size / Type	**Delivery Rate**	**Rental Rate**	***BY Month or Day Rate***	***Hauling Charge (Per Pull Total or Haul + Disp)***	**Haul Rate per Pull**	**Disposal Rate per ton**
20 Yard (Open-Top)	$108.80	$5.11	*Day Rate*	*Per Pull*	$290.38	$36.30
25 Yard (Open Top)	$108.80	$5.11	*Day Rate*	*Per Pull*	$290.38	$36.30
30 Yard (Open-Top)	$108.80	$5.11	*Day Rate*	*Per Pull*	$314.59	$36.30
40 Yard (Open-Top)	$108.80	$5.11	*Day Rate*	*Per Pull*	$338.79	$36.30
30 Yard (Compactor)	$108.80	$386.23	*Month*	*Per Pull*	$314.59	$36.30
33 Yard (Compactor)	$108.80	$386.23	*Month*	*Per Pull*	$338.79	$36.30
34 Yard Compactor0	$108.80	$386.23	*Month*	*Per Pull*	$338.79	$36.30
35 Yard (Compactor)	$108.80	$386.23	*Month*	*Per Pull*	$338.79	$36.30
40 Yard (Compactor)	$108.80	$386.23	*Month*	*Per Pull*	$338.79	$36.30
42 Yard (Compactor)	$108.80	$386.23	*Month*	*Per Pull*	$338.79	$36.30

TRIP CHARGE RATE:	**N/A**

Attachment: 2016-132 ATTH 02 Texarkana Current Residential and Commercial Rates (1568 : 2016-132 RES Waste Management Contract)

City of Texarkana, Texas
Schedule A
Effective March 1, 2017

RESIDENTIAL RATES (Includes 10% Franchise Fee)

Residential Rates	$17.85
Extra Trash Cart	$10.17

COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)

	1XWK	2XWK
Poly Cart-PU (1 Toter)	$25.00	N/A
Poly Cart-PU (2 Toter)	$42.00	N/A
Poly Cart-PU (3 toters)	$59.00	N/A
Recycling PU (1 toter)	$3.35	N/A

COMMERCIAL RATES (Includes 10% Franchise Fee)

	FREQUENCY PER WEEK							
Container Size / Type	**1XWK**	**2XWK**	**3XWK**	**4XWK**	**5XWK**	**6XWK**	**7XWK**	**EXTRA P**
2 Yard FEL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FEL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FEL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FEL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FEL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46

See Other Charges Or Notes Below

COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)

Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Cardboard Recycle	$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard Recycle	$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	$232.68	$465.36	$698.03	$930.72	$1,163.40	$1,396.08	N/A	N/A
6Yard FEL Compactor	$274.38	$548.78	$823.16	$1,097.55	$1,371.93	$1,646.31	N/A	N/A
8 Yard FEL Compactor	$315.55	$631.08	$946.63	$1,262.16	$1,577.71	$1,893.25	N/A	N/A

See Other Charges Or NotesBelow

ROLL-OFF RATES (Includes 10% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	*BY Month or Day Rate*	*Hauling Charge (Per Pull + Disp)*	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
25 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$290.38	$36.30
30 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$314.59	$36.30
40 Yard (Open-Top)	$108.80	$5.11	Day	N/A	$338.79	$36.30
30 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$314.59	$36.30
33 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
34 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
35 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
40 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
42 Yard (Compactor)	$108.80	$ 386.23	Month	N/A	$338.79	$36.30
TRIP CHARGE RATE:			N/A			

NOTES

All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812.
Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at $75.00.
Charge for lost or stolen cart $70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.

Attachment: 2016-132 ATTH 03 Texarkana Proposed Residential and Commercial Rates (1568 : 2016-132 RES Waste Management Contract)

Timeline of Services for Texarkana Municipal Solid Waste Contracts

1998 - Waste Management assumed ongoing contract from Western Waste

Services Provided by Contract

- Two times per week trash service in bags or customer-provided cans
- One time per week recycling in 18-gallon bins
- 9,000 cubic yards of free disposal at the New Boston Landfill
- 10% franchise fee on residential and commercial services

2001 - New Contract signed with Waste Management

Services Provided by Contract

- Two times per week trash service in bags or customer-provided cans
- One time per week recycling in 18-gallon bins
- 10% franchise fee on residential and commercial services

Services added by Contract

- Added Every-Other-Week Yard Waste Service
- 10,000 cubic yards of free disposal at New Boston Landfill, up from 9,000 cubic yards in previous contract

2004 - First Amendment to 2001 Waste Management Contract

Services added by Amendment

- Added Commercial Cardboard Recycling

2010 – Second Amendment to 2001 Waste Management Contract

Extended Contract from 11/30/2011 to 2/28/2017

Services Provided by Amendment

- One time per week trash service in 96-gallon contractor supplied carts
- One time per week recycling service in 65-gallon contractor supplied carts
- One time per week yard waste (increased from every other week)
- Franchise rates added for roll off services with the City receiving a 10% franchise fee

Attachment: 2016-132 ATTH 04 Timeline of Services for Texarkana Municipal Solid Waste Contracts (1568 : 2016-132 RES Waste Management

- 12,500 cubic yards of free disposal at New Boston Landfill

2010 – Addendum to Second Amendment to 2001 Waste Management Contract

Services Provided by Addendum

- Contract amendment added curbside bulky waste collection one time per week at an additional cost of $12,500 per month ($150,000 annually) billed directly to the City
- Provided free recycling services to designated City facilities

2010 – 2016 Residential Rates for Refuse Collection

In the chart below, the residential rates from 2010 to 2016 are listed. The only changes in the annual rates since 2010 have been based on CPI and/or fuel surcharge changes. The changes are allowed for and are automatic in the current and proposed contracts.

Waste Management	2010	2011	2012	2013	2014	2015	2016
Residential Rates	$16.12	$16.52	$16.97	$16.97	$17.21	$17.54	$17.35
Annual % Inc. or Dec.		2.50%	2.70%	0.00%	1.40%	1.90%	-1.10%

The proposed monthly residential rate for 2017 is $17.85. This rate increase is based solely on the proposed changes in the way the curbside bulky waste collection service is paid for. Instead of the service being paid for by the city, the proposed contract includes the cost for this service in the monthly residential rate.

2017 – Proposed Contract with Waste Management

Services remain unchanged in the proposed contract from the current services provided.

Additional highlights

- City receives 250 free hauls offs of 30 yard roll-off bins annually
- No fee for special grit waste container that TWU uses at the South Stateline Waste Treatment Plant ($133.32/month savings)

Attachment: 2016-132 ATTH 04 Timeline of Services for Texarkana Municipal Solid Waste Contracts (1568 : 2016-132 RES Waste Management

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:

Attachment: 2016-132 Goals & Perspectives (1568 : 2016-132 RES Waste Management Contract)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/26/2016 8:48 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,

Subject: Resolution No. 2016-125 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Briefing: 12/12/2016	**Public Hearing:** 11/28/2016	**Second Briefing:** December 12, 2016	**Council Vote:** 1/9/2017
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Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City has maintained an agreement with Valley View Consulting, L.L.C. since November 22, 2010, to provide professional investment advisory services with respect to the City's investable funds. The agreement also includes a provision for assistance in soliciting, evaluating, and completing bids for bank depository services. During the term of this agreement, Valley View has assisted the City in updating its Investment Policy to assure continued compliance with the requirements of the Public Funds Investment Act. They have prepared and presented a quarterly investment report to the Investment Committee, which is then posted to the City's website. They have assisted staff in investing available funds at the best available rate, assisted in development of cash flow models to determine levels of investable funds, and assisted staff in the preparation and issuance of a bank depository services request. The current fiscal year to date portfolio average as of September 30, 2016 was 0.42% for the combined City and Water Department funds. These averages are above the current annual yield for the City's primary depository bank by 0.12%. With an average portfolio of $39 million, the additional interest income approximates $45,000 per year.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The annual fee will be .06% of average book value and will be due and payable at the end of each investment quarter.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

a. 2016-125 RES Investment Advisory Contract (DOC)
b. 2016-125 EXH 'A' Investment Advisory Contract (PDF)
c. 2016-125 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	10/26/2016 8:48 AM
Finance Department	Kristin Peeples	Finance Review	Completed	10/26/2016 8:48 AM
Purchasing and Contracting	Sharon Moore	Purchasing Review	Completed	10/26/2016 8:55 AM
Assistant City Manager Review	Shirley Jaster	Assistant City Manager	Completed	10/26/2016 11:28 AM
Public Information Officer	Lisa Thompson	PIO Review	Completed	10/26/2016 1:17 PM
City Manager	John Whitson	City Manager Review	Completed	11/08/2016 10:08 AM
City Council	Jennifer Evans	Meeting	Completed	11/14/2016 6:00 PM

Meeting History

11/14/16	City Council	MOVED FORWARD	Next: 11/28/16
11/28/16	City Council	MOVED FORWARD	Next: 12/12/16

RESOLUTION NO. 2016 – 125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT BY AND BETWEEN THE CITY OF TEXARKANA, TEXAS, AND VALLEY VIEW CONSULTING, L.L.C., TO PROVIDE PROFESSIONAL INVESTMENT ADVISORY SERVICES WITH RESPECT TO THE CITY OF TEXARKANA, TEXAS' INVESTABLE FUNDS FOR A PERIOD OF TWO YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, from time to time the City of Texarkana, Texas, has money available for investment and finds it prudent to consult with professional investors for the best possible advice in order to give the City quality investments to receive optimum returns on the City's money while maintaining appropriate levels of safety as required under the City's investment policy; and

WHEREAS, Valley View Consulting, L.L.C. is an experienced, respected, and professional investment advisory consultant recommended by staff to invest available City of Texarkana, Texas, funds for a period of two years at an annual fee of 0.06% of average book value for all combined funds as described in attached **Exhibit 'A'**.

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

SECTION 1: That the agreement between the City of Texarkana, Texas and Valley View Consulting, L.L.C. to provide professional investment advisory services to invest available City of Texarkana, Texas, funds for a period of two years at an annual fee of 0.06% of average book value for all combined funds, a copy of which is attached hereto as **Exhibit 'A'**, is hereby approved.

SECTION 2: That the City Manager is hereby authorized to execute said agreement to provide services as herein described above.

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

PASSED AND APPROVED in Regular Council Session on this the **9th day of January, 2017.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2016-125 RES Investment Advisory Contract [Revision 1] (1559 : 2016-125 RES Investment Advisory Contract)

AGREEMENT
BY AND BETWEEN
CITY OF TEXARKANA, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the City of Texarkana (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.

2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.

3. The Advisor agrees to perform the following duties:

a) Assist the Investor in developing cash flow projections,

b) Suggest appropriate investment strategies to achieve the Investor's objectives,

c) Advise the Investor on market conditions, general information and economic data,

d) Analyze risk/return relationships between various investment alternatives,

e) Attend occasional meetings as requested by the Investor,

f) Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,

g) Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,

h) Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,

i) Assist the Investor in creating monthly portfolio accounting reports, and

j) Assist the Investor with primary depository bank selection.

Attachment: 2016-125 EXH 'A' Investment Advisory Contract (1559 : 2016-125 RES Investment Advisory Contract)

4. The Investor agrees to:

a) Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,

b) Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,

c) Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,

d) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and

e) Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any financial institution or broker/dealer, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian or safekeeping agent. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2018, with the option of the Investor to extend this Agreement in additional one or two year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the

Attachment: 2016-125 EXH 'A' Investment Advisory Contract (1559 : 2016-125 RES Investment Advisory Contract)

Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. Investor acknowledges that:

1) ____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or

2) _____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.

3) __X__ Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated with the return of one executed copy to Advisor.

Respectfully submitted,

Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of City of Texarkana, Texas.

By _____
City of Texarkana

Date: _____

Attachment: 2016-125 EXH 'A' Investment Advisory Contract (1559 : 2016-125 RES Investment Advisory Contract)

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its annual fee will 0.06% (six basis points) of average Book Value

The applicable portion of said fee shall be due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

Attachment: 2016-125 EXH 'A' Investment Advisory Contract (1559 : 2016-125 RES Investment Advisory Contract)

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:

Attachment: 2016-125 Goals & Perspectives (1559 : 2016-125 RES Investment Advisory Contract)