CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● DECEMBER 12, 2022

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Jennifer Evans, Daphnea Ryan, Mashell Daniel, Dusty Henslee, J.W. Bramlett, Vashil Fernandez, Chris Black, Brandon Uselton, Gary Smith, Kristin Peeples, Lisa Thompson, Chiquita Burks, Robby Robertson, Sherry Jackson Hawkins, and Karey Parker.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BILL HARP

III. SWEARING-IN COUNCIL MEMBERS FOR WARD 4 AND WARD 6

Municipal Judge Sherry Jackson officiated the oath of office and swearing-in for Christie Page and Jay Davis, Council Members for Wards 4 and 6, respectively. Mayor Bruggeman presented them each a Certificate of Election and congratulated them for remaining on the council for another term.

IV. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, January 9, 2023 at 6:00 p.m.
Monday, January 23, 2023 at 6:00 p.m.

IAC Meeting - December 15th

The Intergovernmental Advisory Committee for the Bi-State Justice Center building will meet on Thursday, December 15, 2022, at 10 a.m. This meeting will be held in the Board Room on the second floor at Texarkana Arkansas City Hall, 216 Walnut Street, Texarkana, Arkansas.

Senior Day Out 2022

The Senior Day Out Christmas Party at Southwest Center will be held December 14th from 9 a.m. - 2 p.m. The first 100 senior citizens will get a free lunch. There will also be music, dancing, bingo, health screenings, vendors, door prizes and more. All participants are encouraged to donate an unused pair of socks to receive extra door prize entries.

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

Annual Downtown Christmas Celebration

"Christmas on Main" and all its favorite activities will be held at the Perot Theatre on December 17th from 10 a.m. - 8 p.m.

Recent Events Around Town

First Baptist Church hosted the "Unsung Heroes" luncheon on Friday, December 9th. The luncheon honored workers and first responders across the city who do not always receive open recognition for the work they do.

These groups include fire fighters, waste water treatment plant staff, police officers, city parks and road crews and Waste Management personnel. Church staff was extremely pleased with the turnout, with this year's event having over 300 attendees.

On Monday, December 5th, community residents enjoyed the annual downtown Christmas Parade. It also was well attended and enjoyed by all.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

The City Council made no new appointments or any reappointments to a board, commission, or committee. After reviewing council-specific appointments, each council member will remain on his or her respective board for the upcoming calendar year.

Council Members Annual Board Appointments Review

RESULT:	**CLOSE ACTION**

VII. RESIGNATION OF COUNCIL MEMBER BILL HARP

Council Member Harp announced his resignation as the city's representative for Ward 5, having served for five years. A future move will place him outside of the Ward 5 boundaries. He said it has been his privilege to represent the citizens of Ward 5 and the City of Texarkana, Texas.

Mayor Bruggeman presented Mr. Harp with a starred plaque and a certificate of council recognition. The City Council expressed well wishes for his outstanding service and commitment to the citizens of Ward 5 and his professional and personal friendship to each council member.

The Mayor made the following announcement regarding a representative for Ward 5:

The City Council is seeking candidates who are willing to fill a vacancy and serve as the representative for Ward 5 constituents. The City Council will consider appointing a Ward 5 resident, who is a registered voter and otherwise fully qualified, to serve the remaining unexpired term that will end November 2023.

Ward 5 residents who are interested in being appointed to serve in the position, must submit an **application and letter of interest** to City Secretary Jennifer Evans. Applications can be

obtained on the City Council's web page beginning December 19th. Or, an interested Ward 5 resident can obtain an application from the City Secretary's office. Please see the city's website for more details.

The filing period and deadline to submit the application and letter of interest is December 19th to January 3rd by 5:00 p.m. The application and letter of interest must be in the City Secretary's possession by the stated deadline.

Letters of interest will be included in the City Council agenda packet for the January 9, 2023 council meeting. All interested candidates will be interviewed by the City Council in Closed Session during the January 9th regular meeting and should plan to attend.

VIII. ITEMS FOR CONSIDERATION

Consent Items

(6:27 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 14, 2022 at 6:00 PM.

2. Resolution No. 2022-145 authorizing the purchase of a cyber security "Rubrik Disaster Recovery Solution" from SHI – Government Solutions of Austin, Texas, in the amount of $215,130 from budgeted technology funds [to be fully reimbursed from the 2022 Homeland Security Grant awarded to the City].

   Public Hearing:
   Council Vote: December 12, 2022

3. Resolution No. 2022-146 authorizing the City Manager to execute a one-time agreement with MTG Engineers and Surveyors, Inc. of Texarkana, Texas, in an amount not to exceed $72,500, with funds budgeted from the 2022 Bond Fund (Fund 425), to supply the design, surveying, and drawings for the Robison Road Street Reconstruction Project.

   Public Hearing:
   Council Vote: December 12, 2022

4. Resolution No. 2022-147 authorizing the City Manager to purchase one (1) 2022 Case CE 650M Dozer through the Sourcewell Buy Board in an amount not to exceed the Texas portion with budgeted funds, $62,204.55, and the total amount not to exceed $99,431.82.

   Public Hearing:
   Council Vote: December 12, 2022

5. Resolution No. 2022-152 authorizing the City Manager to execute a contract with Windstream Kinetic for VOIP phone service, in the amount of $179,964 over a three-year (3) period with funds budgeted in departmental budgets.

   Public Hearing:
   Council Vote: December 12, 2022

Action Items

6. Resolution No. 2022-151 appointing a Mayor Pro Tem beginning December 12, 2022, until such time the City Council elects a successor Mayor Pro Tem.

   Public Hearing:
   Council Vote: December 12, 2022

   Council Member Hart made a motion to reappoint Council Member Matlock as the Mayor Pro Tem.
   (6:27 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

IX. FIRST BRIEFINGS

1. Ordinance No. 2022-153 rezoning on a portion of a 4.60-acre tract of land (being Tract 19), J. W. Lane HRS, A-345, located at 6500 Summerhill Road from Office to General Retail. William Davis Trust, owner, Josh Davis, and David Williams, MTG Engineers and Surveyors, agents.

Public Hearing: January 9, 2023
Council Vote: January 9, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

2. Ordinance No. 2022-154 amending PD-22-2 for site plan approval on Lot 1, J&J Supreme Subdivision Minor Plat, located at 6500 Summerhill Road. Josh Davis, representing William Davis Trust, owner, and David Williams MTG Engineers and Surveyors, agent.

   Public Hearing: January 9, 2023
   Council Vote: January 9, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

3. Ordinance No. 2022-155 granting a Specific Use Permit to allow a single wide HUD code manufactured home on an approximate 0.36-acre tract of land (being Tract 58), Grandview Addition TR 4, located at 3207 Montgomery Street. Shuemekia and Robert Blackwell, owners.

   Public Hearing: January 9, 2023
   Council Vote: January 9, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

4. Ordinance No. 2022-156 rezoning Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street from Single Family-2 to Single Family-3. William Matlock, owner.

   Public Hearing: January 9, 2023
   Council Vote: January 9, 2023

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

5. Ordinance No. 2022-157 granting a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street. William Matlock, owner.

Public Hearing: January 9, 2023
Council Vote: January 9, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

6. Ordinance No. 2022-158 rezoning Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street. Larry Rose, owner.

Public Hearing: January 9, 2023
Council Vote: January 9, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

7. Ordinance No. 2022-159 granting a Specific Use Permit to allow the location of a pre-fabricated/factory fabricated home (shell) on Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street. Larry Rose, owner.

Public Hearing: January 9, 2023
Council Vote: January 9, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

8. Ordinance No. 2022-160 rezoning north 14', west 1/2 of Lot 14, and the south 36', west 1/2 of Lot 15, Harmes Addition, located at 813 Capp Street. John Marshall, owner.

Public Hearing: January 9, 2023
Council Vote: January 9, 2023

Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/9/2023 6:00 PM**

X. PUBLIC HEARINGS

1. Resolution No. 2022-149 authorizing the City Manager to execute addendums requested by Texarkana Renewal Properties, LLC to two existing EPA Revolving Loan Fund cleanup loans and two Economic Development Facade Revolving Loan Fund loans, amending the loan terms with Texarkana Renewal Properties, LLC, in an effort to support downtown redevelopment.

Public Hearing: December 12, 2022
Council Vote: December 12, 2022

Daphnea Ryan briefed this agenda item. David Peavy presented himself for questions.
(6:45 p.m.)

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

2. Resolution No. 2022-150 authorizing the City Manager to execute an agreement for economic development services with ARTX REDI in the amount of $500,000 over the next five years.

Public Hearing: December 12, 2022
Council Vote: December 12, 2022

Lisa Thompson briefed this agenda item. There were no public comments made at this hearing.
(6:48 p.m.)

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

3. Ordinance No. 2022-131 amending Chapter 8, "Animal Care and Control", of the Code of Ordinances, by adding Section 8-21 "Impoundment or adoption; sterilization requirement."

Public Hearing: December 12, 2022
Council Vote: December 12, 2022

There were no public comments made at this hearing.
(6:49 p.m.)

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

4. Ordinance No. 2022-137 providing for the limited-purpose annexation of approximately 8.755 acres in H. S. Janes HRS, A-306, Bowie County, Texas, by owner consent and pursuant to the City's Strategic Partnership Agreement with Macedonia-Eylau Municipal Utility District No. 1 of Bowie County.

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

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

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

5. Ordinance No. 2022-138 ordering "The Legal Sale of Malt Beverages and Wine for Off-Premise Consumption Only" within commercial property annexed for limited purposes pursuant to Ordinance No. 2022-137 and extending the provisions of Chapter 21 of the City's Code of Ordinances to the designated area of limited-purpose annexed commercial property.

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

   There were no public comments made at this hearing.
   (6:52 p.m.)

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

6. Resolution No. 2022-140 approving the Community Development Block Grant (CDBG) Comprehensive Assessment Performance Evaluation Report.

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

There were no public comments made at this hearing.
(6:53 p.m.)

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

XI. CITY MANAGER'S REPORT

November 2022 Sales Tax Report
Sales tax receipts for the month of November (September sales) totaled $1,976,045.04, an increase of $171,852.15 (9.53%) compared to the same month in the prior year. Fiscal year to date collections totaled $20,937,539.43, an increase of $1,364,197.38 (6.97%) compared to last year.

Cybersecurity GAP Analysis Update Report
Both city managers had the opportunity to hear from an external cybersecurity consultant on the progress taken to better secure the cities' IT system. According to the report, "TWU IT has implemented numerous solutions, processes and complex configuration designs to enhance information security and reduce risk since last year's review." The initial report detailed findings that IT staff has worked to address by implementation of new software, procedures, and processes over the past two years.

New Staff Introductions
There are several new staff members that have joined the team and a recent promotion in the Parks Department was made. Longtime Building Official Keith Lee retired last month, and the new Building Official is Shawn Maxey. The receptionist position in the City Manager's office has been reorganized into a Management Fellowship and the city is excited to announce the first Management Fellow is Chiquita Burks. Finally, long time Parks Maintenance Supervisor Kenny Jordan retired, and Donnie Sparks has been promoted to fill that position.

Council Member Bill Harp was again thanked for his leadership and time he spent on the council.

City Offices will be closed for the Christmas Holidays Thursday, December 22nd through Monday December 26th.

XII. ADMINISTRATIVE COMMENTS

1. City Council

   The Mayor wished everyone a Merry Christmas, safe travel with family, and prosperous new year!

2. City Staff

Staff had no administrative comments for council.

XIII. CLOSED SESSION

The City Council convened into Closed Session pursuant to Texas Government Code Section 551.087 (Economic Development Negotiations)

(1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations:

a. Project Strong Foundation

(2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1):

a. Project Strong Foundation

XIV. RECONVENED INTO OPEN SESSION

XV. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:22 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Version:

Briefing Sheet

Update Date: 11/5/2022 4:01 PM

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

Subject: Council Members Annual Board Appointments Review

Attachments

a. Council Appointed Boards Spreadsheet 2022 (PDF)

December 12, 2022

Council Member Board Appointments - 2022						
BOARD, COMMISSION or COMMITTEE	**POSITION OR SEAT**	**MEMBER**	**DATE OF APPOINTMENT**	**LENGTH OF TERM (YEARS)**	**APPOINTMENT EXPIRATION**	**APPOINTING AUTHORITY**
ARK-TEX COG						
ARK-TEX COG	1	Bill Harp	13-Dec-21	2	12-Dec-23	CC
ARK-TEX COG	2	Jean Matlock	13-Dec-21	2	12-Dec-23	CC
ARK-TEX COG	3	Mary Hart	13-Dec-21	2	12-Dec-23	CC
BI-STATE IAC						
BI-STATE IAC	1	Bob Bruggeman	13-Dec-21	1	12-Dec-22	CC
BI-STATE IAC	2	Betty Williams	13-Dec-21	1	12-Dec-22	CC
BOWIE CENTRAL APPRAISAL DISTRICT						
BOWIE CENTRAL APPRAISAL DISTRICT	TXK	Jay Davis	1-Jan-22	2	31-Dec-23	CC
METROPOLITAN PLANNING						
MPO POLICY BOARD	1	Mary Hart	27-Nov-17	5	26-Nov-22	CC
MPO POLICY BOARD	3	Bob Bruggeman	1-Apr-19	5	31-Mar-24	CC
TXK URBAN TRANSIT DISTRICT						
TXK URBAN TRANSIT DISTRICT	MAY	Bob Bruggeman	13-Dec-21	2	12-Dec-23	M
MAYOR PRO TEM by RESOLUTION	1	Jean Matlock	1-Dec-21	1		CC

Attachment: Council Appointed Boards Spreadsheet 2022 (3829 : Council Board Appointments Review)

CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 14, 2022

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

220 TEXAS BLVD., TEXARKANA, TX 75501

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

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

Staff Present: City Manager David Orr, Vicky Coopwood, Kristin Peeples, Karey Parker, Chris Black, Alan Sikes, Lisa Thompson, J. W. Bramlett, Sherry Jackson Hawkins, Gary Smith, Mashell Daniel, Vashil Fernandez, Brooke Stone, Daphnea Ryan, and Ross Cowling.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings

Monday, December 12, 2022 at 6:00 p.m. **(Second Monday only)**
Monday, January 9, 2023 at 6:00 p.m.
Monday, January 23, 2023 at 6:00 p.m.

Other Upcoming Events

The Employee Appreciation Luncheon will be held on Thursday, November 17th at the Texarkana Convention Center from 11:00 am - 1:00 pm.

The annual Bramlett Beans and Cornbread Luncheon will be held on Thursday, December 1st at the Texarkana Convention Center from 11:00 am - 1:00 pm.

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

The Mayor reminded everyone of the annual downtown Main Street Christmas Parade. This year it will be held on Monday, December 5th, and will start at 7:00 p.m.

IV. MEETING PRESENTATIONS

Texarkana Regional Airport Naming Rights - by Paul Mehrlich, Executive Director

Mr. Mehrlich gave an update on the construction progress of the airport and spoke about the possibility of selling the naming rights to the new terminal.

Small Business Saturday Proclamation - November 26, 2022

Mayor Bruggeman read the proclamation. Vashil Fernandez and Brooke Stone spoke to promote Small Business Saturday, which will take place the Saturday after Thanksgiving. They encouraged everyone to "Shop Small" not only that Saturday but throughout the year. Small businesses are vital to the community and everyone was reminded to shop local. Details were given for winning prizes from participating businesses.

RESULT:	**CLOSE ACTION**

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS, AND COMMITTEES

Council Member Williams recommended Emily Curry, as a new appointment, to Keep Texarkana Beautiful.

Motion to make a new appointment to Keep Texarkana Beautiful.
(6:19 pm)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:22 p.m.)

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jay Davis, Ward 6
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 24, 2022 at 6:00 PM.

2. Resolution No. 2022-113 setting the 2023 City Council meeting dates and official city holiday closings.

   Public Hearing:
   Council Vote: November 14, 2022

3. Ordinance No. 2022-139 closing and abandoning a portion of right-of-way north of Gibson Lane, east of University Avenue, and south of Lot 1 Block/Tract 1 of the University Park Two Subdivision.

   Public Hearing:
   Council Vote: November 14, 2022

4. Resolution No. 2022-142 approving the application for the Texas Parks and Wildlife Community Outdoor Outreach Program grant, providing for a total grant in the amount of $43,600.

   Public Hearing:
   Council Vote: November 14, 2022

5. Resolution No. 2022-143 authorizing the City Manager to execute a contract with Musco Sport Lighting of Oskaloosa, Iowa, in an amount not to exceed $66,600, to be paid with a $10,000 grant and funds budgeted in the general fund (Fund 101) for parks capital improvement projects.

   Public Hearing:
   Council Vote: November 14, 2022

Action Items

6. Resolution No. 2022-135 approving a governmental affairs consulting services contract.

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

Public Hearing:
Council Vote: November 14, 2022

David Orr briefed this agenda item.
(6:23 p.m.)

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

7. Resolution No. 2022-136 authorizing the expenditure of community relations funds in support of the 2022 Live United Bowl Team's banquet in an amount not to exceed $20,000.

Public Hearing:
Council Vote: November 14, 2022

Jerry Huckabee briefed this agenda item.
(6:26 p.m.)

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

8. Ordinance No. 2022-141 confirming Chris Black as Interim Fire Chief pursuant to Section 143.013 of the Texas Local Government Code.

Public Hearing:
Council Vote: November 14, 2022

David Orr briefed this agenda item.
(6:27 p.m.)

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

9. Resolution No. 2022-144 approving Ross, Gannaway, Clifton, PLLC as legal counsel for civil service related matters.

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

Public Hearing:
Council Vote: November 14, 2022

J. W. Bramlett briefed this agenda item.
(6:29 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

VIII. FIRST BRIEFINGS

1. Ordinance No. 2022-131 amending Chapter 8, "Animal Care and Control", of the Code of Ordinances, by adding Section 8-21 "Impoundment or adoption; sterilization requirement."

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

   Mashell Daniel briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 12/12/2022 6:00 PM**

2. Ordinance No. 2022-137 providing for the limited-purpose annexation of approximately 8.755 acres in H. S. Janes HRS, A-306, Bowie County, Texas, by owner consent and pursuant to the City's Strategic Partnership Agreement with Macedonia-Eylau Municipal Utility District No. 1 of Bowie County.

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

   Jeff Lewis briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 12/12/2022 6:00 PM**

3. Ordinance No. 2022-138 ordering "The Legal Sale of Malt Beverages and Wine for Off-Premise Consumption Only" within commercial property annexed for limited purposes pursuant to Ordinance No. 2022-137 and extending the provisions of Chapter 21 of the City's Code of Ordinances to the designated area of limited-purpose annexed commercial property.

   Public Hearing: December 12, 2022
   Council Vote: December 12, 2022

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

Jeff Lewis briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 12/12/2022 6:00 PM**

4. Resolution No. 2022-140 approving the Community Development Block Grant (CDBG) Comprehensive Assessment Performance Evaluation Report.

Public Hearing: December 12, 2022
Council Vote: December 12, 2022

Vashil Fernandez briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 12/12/2022 6:00 PM**

IX. PUBLIC HEARINGS

1. Ordinance No. 2022-123 amending Chapter 140, Article V, Sec. 106 (f) Historic Designation, of the Code of Ordinances of the City of Texarkana, Texas, to provide tax relief for redeveloped non-residential zoned historic properties.

Public Hearing: November 14, 2022
Council Vote: November 14, 2022

There were no public comments made at this hearing.
(6:41 p.m.)

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

2. Ordinance No. 2022-124 rezoning Lots 19 and 20, Block A, Parish Place, located at 103 Parish Street. Single Family-2 to General Retail. Rocky Murray, owner.

Public Hearing: November 14, 2022
Council Vote: November 14, 2022

There were no public comments made at this hearing.
(6:44 p.m.)

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

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

3. Ordinance No. 2022-125 granting a Specific Use Permit to allow new and used auto sales (outdoor lot) on Lots 19 and 20, Block A, Parish Place Addition, located at 103 Parish Street. Rocky Murray, owner.

   Public Hearing: November 14, 2022
   Council Vote: November 14, 2022

   There were no public comments made at this hearing.
   (6:45 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Jay Davis, Ward 6
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

4. Ordinance No. 2022-126 rezoning Lots 17 and 18, Block A. Parish Place Addition, located at 105 Parish Street. Single Family-2 to General Retail. Rocky Murray, owner.

   Public Hearing: November 14, 2022
   Council Vote: November 14, 2022

   There were no public comments made at this hearing.
   (6:46 p.m.)

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

5. Ordinance No. 2022-127 granting a Specific Use Permit to allow new and used auto sales (outdoor lot) on Lots 17 and 18, Block A, Parish Place Addition, located at 105 Parish Street. Rocky Murray, owner.

   Public Hearing: November 14, 2022
   Council Vote: November 14, 2022

   There were no public comments made at this hearing.
   (6:47 p.m.)

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

6. Ordinance No. 2022-128 amending PD-02-13(GR) for site plan approval on Lots 12 and 13, Block 6, Richmond Development Fifth Subdivision, (Phase 3), located in the 3400 block of Brooke Place. Brad Meador and Brandon Taylor, 2B Builders, owner.

Public Hearing: November 14, 2022
Council Vote: November 14, 2022

There were no public comments made at this hearing.
(6:48 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Bill Harp, Ward 5
SECONDER:	Mary Hart, Ward 2
AYES:	Matlock, Hart, Williams, Page, Harp, Davis
EXCUSED:	Bruggeman

7. Ordinance No. 2022-129 rezoning Lots 1-4, Block 1, Jake Eldridge 1st Addition, located at 2315 Texas Boulevard. General Retail to Commercial. David Owen, owner.

Public Hearing: November 14, 2022
Council Vote: November 14, 2022

There were no public comments made at this hearing.
(6:50 p.m.)

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

X. CITY MANAGER'S REPORT

Planning Excellence Award - APA Texas Chapter
Staff was recently notified the city received the Planning Excellence Award from the Texas Chapter of the American Planning Association. This is the 6th consecutive year the city has received this award and Texarkana is one of 44 cities statewide to receive the recognition this year. Congratulations to Vashil and his team for this award.

New Website Address - Texarkanatexas.gov

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

The city officially has a new and much easier way to remember the new website address: texarkanatexas.gov. Both the old address http://ci.texarkana.tx.us/ and the new one will access the website. A rollout of the new address will come soon as staff starts switching documents over to the new address. A big thanks to Lisa Thompson, Brandon Uselton and the IT team for working on this project to secure the new name.

Reminder: Employee Appreciation Tailgate, Thursday, November 17th from 11am to 1pm at the Texarkana Convention Center.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Mayor Bruggeman said the Fire Department held a Fall Awards Ceremony on Saturday, November 12th, at the Police Command Center. He attended as well as Councilmember Matlock and Councilmember Williams. Many awards were presented, including several life saving awards. The Mayor thanked Chris Black for hosting and thanked the firefighters that came to recognize and support their fellow firefighters.

2. City Staff

   Staff had no administrative comments for council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.074 (Personnel Matters).

XIII. RECONVENED INTO OPEN SESSION

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:23 p.m.)

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

Vicky Coopwood
Asst. City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

Minutes Acceptance: Minutes of Nov 14, 2022 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/7/2022 2:00 PM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director

Subject: Resolution No. 2022-145 authorizing the purchase of a cyber security "Rubrik Disaster Recovery Solution" from SHI – Government Solutions of Austin, Texas, in the amount of $215,130 from budgeted technology funds [to be fully reimbursed from the 2022 Homeland Security Grant awarded to the City].

Briefing: 12/12/2022 **Public Hearing:** **Council Vote:** 12/12/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

(December 12th, 2022):
NOT APPLICABLE

Executive Summary and Background Information:

Information Technology, in partnership with the Fire Department, requests approval to purchase a Rubrik Disaster and Recovery appliance from SHI- Government, who holds a state contract for the solution, with grant funding as provided and detailed in the 2022 Homeland Security Grant awarded to the City.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Funds provided via grant in the Technology Fund (Fund 115)

Staff Recommendation:

Staff Recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

a. 2022-145 RES Cyber Security and Disaster Recovery Appliance (jcl rev) (DOCX)
b. 2022-145 EXH 'A' SHI Quote-22514230 (PDF)
c. 2022-145 Goals & Perspectives (DOCX)
d. 2022-145 RES Cyber Security Disaster Appliance signed (PDF)

Staff Coordination

Information Technology		Brandon Uselton	Department Head Review	
	Completed	12/06/2022 1:51 PM		
Finance Department	Jennifer Evans	Finance Review	Skipped	12/07/2022 1:55 PM
City Manager	Jennifer Evans	Review	Completed	12/07/2022 2:00 PM
City Manager	David Orr	City Manager Review	Completed	12/07/2022 2:02 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

Attachment: 2022-145 RES Cyber Security and Disaster Recovery Appliance (jcl rev) (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster

RESOLUTION NO. 2022-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF A CYBER SECURITY "RUBRIK DISASTER RECOVERY SOLUTION" FROM SHI – GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, IN THE AMOUNT OF $215,130 FROM BUDGETED TECHNOLOGY FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2022 Homeland Security Grant awarded to the City of Texarkana, Texas, provides funding for the purchase of a Cyber Security Hardening and Disaster Recovery Enhancement solution; and

WHEREAS, SHI – Government Solutions of Austin, Texas, an authorized vendor on the Texas Buy Board purchasing cooperative (purchases from which complies with Texas competitive purchasing laws), submitted a quote, attached as **Exhibit "A",** for a Rubrik Disaster Recovery Solution, which includes new hardware, licensure, and five years of service/support at a total cost of $215,130; and

WHEREAS, funds for the purchase have been budgeted and appropriated in the City's Technology Fund, and the funding from the 2022 Homeland Security Grant will fully reimburse the purchase; and

WHEREAS, the City Council finds and determines that this purchase of Rubrik Disaster Recovery is in the best interests of the City.

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

SECTION 1: The City of Texarkana, Texas, accepts and approves the **Exhibit "A"** quote from SHI – Government Solutions of Austin, Texas, authorizes the City Manager to purchase the Rubrik Disaster Recovery Solution at a total cost of $215,130, and further authorizes the City Manager or designee to execute the requisite forms for grant reimbursement of this purchase from the 2022 Homeland Security Grant awarded to the City.

SECTION 2: 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 **12th day of December, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Pricing Proposal

Quotation #:	22514230
Description:	Rubrik
Created On:	Sep-15-2022
Valid Until:	Dec-30-2022

TX-City of Texarkana

Brandon Uselton
Phone: (903) 799 0287
Fax:
Email: brandonu@txkusa.org

Inside Account Manager

Jonathan Gaudet
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	FOUNDATION ED /USABLE BETB LICS SABLE BETB PREM SUP PREPAY Rubrik - Part#: RS-BT-FE-PE-PP Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** Associated HW: RHA-6412S- 01; 60 month support term billed upfront	90	$1,325.00	$119,250.00
2	PREM SUP FOR R6000S HARDWARE SVCS PREPAY Rubrik - Part#: RS-HW-SVC-PE-S3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** Associated HW: RHA-6412S- 01; 60 month support term billed upfront	1	$17,950.00	$17,950.00
3	UPGRADE SUB USABLE BETB SCALE MLIC RCDM TO SCALE ENTERPRISE EDITIO Rubrik - Part#: RA-PS-INST-RMOT Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$4,615.00	$4,615.00
4	FOR M365 /USER PREM SUP M365 LICS /USER PREM SUP PREPAY Rubrik - Part#: RS-UR-M365-PE-PP Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** 60 month support term billed upfront	770	$65.25	$50,242.50
5	R6412S APPLIANCE 144TB 96GB PERP DUAL SFP+ SMC Rubrik - Part#: RHA-6412S-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$22,185.00	$22,185.00
6	FIBER OPTIC OM3 LC CALBE 3M 4PKCABL SMC Rubrik - Part#: RCA-F3M-CBL-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	2	$61.25	$122.50
7	SM 10G/1G DUAL RATE CPNT SFP+ TRANSCEIVER Rubrik - Part#: RCA-SFP-TSR-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and	2	$382.50	$765.00

Attachment: 2022-145 EXH 'A' SHI Quote-22514230 (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery Appliance)

Total $215,130.00

Additional Comments

Rubrik has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: 2022-145 EXH 'A' SHI Quote-22514230 (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery Appliance)

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:

This solution will have a significant positive impact on the resiliency of the City's critical technology infrastructure.

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

Funding available in the City's Technology Fund via grant funding.

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: 2022-145 Goals & Perspectives (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery Appliance)

RESOLUTION NO. 2022-145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF A CYBER SECURITY "RUBRIK DISASTER RECOVERY SOLUTION" FROM SHI – GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS, IN THE AMOUNT OF $215,130 FROM BUDGETED TECHNOLOGY FUNDS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 2022 Homeland Security Grant awarded to the City of Texarkana, Texas, provides funding for the purchase of a Cyber Security Hardening and Disaster Recovery Enhancement solution; and

WHEREAS, SHI – Government Solutions of Austin, Texas, an authorized vendor on the Texas Buy Board purchasing cooperative (purchases from which complies with Texas competitive purchasing laws), submitted a quote, attached as **Exhibit "A",** for a Rubrik Disaster Recovery Solution, which includes new hardware, licensure, and five years of service/support at a total cost of $215,130; and

WHEREAS, funds for the purchase have been budgeted and appropriated in the City's Technology Fund, and the funding from the 2022 Homeland Security Grant will fully reimburse the purchase; and

WHEREAS, the City Council finds and determines that this purchase of Rubrik Disaster Recovery is in the best interests of the City.

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

SECTION 1: The City of Texarkana, Texas, accepts and approves the **Exhibit "A"** quote from SHI – Government Solutions of Austin, Texas, authorizes the City Manager to purchase the Rubrik Disaster Recovery Solution at a total cost of $215,130, and further authorizes the City Manager or designee to execute the requisite forms for grant reimbursement of this purchase from the 2022 Homeland Security Grant awarded to the City.

SECTION 2: 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 **12th day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:24 p.m.

Attachment: 2022-145 RES Cyber Security Disaster Appliance signed (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery

2022-145 EXH 'A'

SHI | GS

Pricing Proposal

Quotation #:	22514230
Description:	Rubrik
Created On:	Sep-15-2022
Valid Until:	Dec-30-2022

TX-City of Texarkana

Brandon Uselton
Phone: (903) 799 0287
Fax:
Email: brandonu@txkusa.org

Inside Account Manager

Jonathan Gaudet
3828 Pecana Trail
Austin, TX 78749
Phone: (800) 870-6079 Option 2
Fax: 512-732-0232
Email: Jonathan_Gaudet@shi.com

Click here to order this quote

All Prices are in US Dollar(USD)

	Product	Qty	Your Price	Total
1	FOUNDATION ED /USABLE BETB LICS SABLE BETB PREM SUP PREPAY Rubrik - Part#: RS-BT-FE-PE-PP Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** Associated HW: RHA-6412S- 01; 60 month support term billed upfront	90	$1,325.00	$119,250.00
2	PREM SUP FOR R6000S HARDWARE SVCS PREPAY Rubrik - Part#: RS-HW-SVC-PE-S3 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** Associated HW: RHA-6412S- 01; 60 month support term billed upfront	1	$17,950.00	$17,950.00
3	UPGRADE SUB USABLE BETB SCALE MLIC RCDM TO SCALE ENTERPRISE EDITIO Rubrik - Part#: RA-PS-INST-RMOT Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$4,615.00	$4,615.00
4	FOR M365 /USER PREM SUP M365 LICS /USER PREM SUP PREPAY Rubrik - Part#: RS-UR-M365-PE-PP Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22 **Note:** 60 month support term billed upfront	770	$65.25	$50,242.50
5	R6412S APPLIANCE 144TB 96GB PERP DUAL SFP+ SMC Rubrik - Part#: RHA-6412S-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	1	$22,185.00	$22,185.00
6	FIBER OPTIC OM3 LC CALBE 3M 4PKCABL SMC Rubrik - Part#: RCA-F3M-CBL-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and Software Contract #: 661-22	2	$61.25	$122.50
7	SM 10G/1G DUAL RATE CPNT SFP+ TRANSCEIVER Rubrik - Part#: RCA-SFP-TSR-01 Contract Name: BuyBoard - Technology Equipment, Products, Services and	2	$382.50	$765.00

Attachment: 2022-145 RES Cyber Security Disaster Appliance signed (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery

Software
Contract #: 661-22

2022-145 EXH 'A'

Total $215,130.00

Additional Comments

Rubrik has a no returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI-GS! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. SHI Government Solutions, Inc. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3695478; DUNS# 14-724-3096

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Attachment: 2022-145 RES Cyber Security Disaster Appliance signed (3871 : 2022-145 RES Purchase of Cyber Secuurity Diaster Recovery

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/29/2022 4:26 PM

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,

Subject: Resolution No. 2022-146 authorizing the City Manager to execute a one-time agreement with MTG Engineers and Surveyors, Inc. of Texarkana, Texas, in an amount not to exceed $72,500, with funds budgeted from the 2022 Bond Fund (Fund 425), to supply the design, surveying, and drawings for the Robison Road Street Reconstruction Project.

Briefing: 12/12/2022 **Public Hearing:** **Council Vote:** 12/12/2022

Item Schedule
Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

On September 12, 2022 the City Council authorized the issuance of certificates of obligation which included Street Maintenance Projects throughout the City. The list of projects included a maintenance project for Robison Road from Kennedy Lane to S. Lake Drive. The plan is a mill and overlay project which will replace the existing asphalt with new asphalt surface course. We will also look at other possible options during design phase.

For a project this size, construction plans will be needed for bidding purposes. At this time, we also have a sidewalk project along Robison for almost half of this overall length. MTG Engineers and Surveyors, Inc. is the consulting firm for this project.

Since MTG already has half the needed survey data, staff elected to negotiate a contract to the services of providing plans for the street reconstruction project, and this will save the City money. Also this is considered a professional service so bidding is not required, and MTG is also a HUB Vendor.

Potential Options:

- Approve Contract
- Not Approve Contract

Fiscal Implications:

Expenses will be paid from the 2022 Bond Fund (Fund 425).

Staff Recommendation:

Staff recommend approval

City of Texarkana, Texas

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-146 Goals & Perspectives (DOCX)
b. 2022-146 RES Robison Road Street Reconstruction Project (DOCX)
c. 2022-146 ATTH 01 MTG Proposal (PDF)
d. 2022-146 RES Engineering Svc Robison Rd Overlay signed (PDF)

Staff Coordination

Public Works Department	Jennifer Evans	Department Head Review	Skipped	12/12/2022 6:38 PM
Finance Department	Jennifer Evans	Review	Skipped	12/12/2022 6:38 PM
City Manager	Jennifer Evans	City Manager Review	Skipped	12/12/2022 6:38 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2022-146 Goals & Perspectives (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

Attachment: 2022-146 RES Robison Road Street Reconstruction Project [Revision 1] (3872 : 2022-146 RES Engineering Services for Robison

RESOLUTION NO. 2022-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MTG ENGINEERS & SURVEYORS OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($72,500) TO BE PAID FROM THE 2022 BOND FUND (FUND 425); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized the issuance of certificates of obligation on September 12, 2022, which included street maintenance projects; and

WHEREAS, Robison Road Street Reconstruction was a project on the City's planned project list from Kennedy Lane to So. Lake Drive; and

WHEREAS, the City also has a sidewalk project along Robison Road from Kennedy Lane to the close proximity of Bright Street with MTG Engineers and Surveyors (MTG) to provide the design, surveying, and drawings for this sidewalk project and the current sidewalk project with MTG overlaps a majority of the proposed Robison Road Street Reconstruction Project; and

WHEREAS, MTG already has the majority of the needed survey and engineering data for the proposed Robison Road Street Reconstruction Project and selecting this firm will save the City money for the design, survey and drawings for this street project; and

WHEREAS, these services are considered as "Professional Services" and MTG Engineers & Surveyors, of Texarkana, Texas, submitted a proposal and attached hereto as **ATTH 01**; and

WHEREAS, funds are available through the 2022 Bond.

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

SECTION 1: The most reasonable firm for the North Robison Road Sidewalk Project for the City is hereby declared to be MTG Engineers & Surveyors, of Texarkana, Texas.

SECTION 2: The City Manager be and is hereby authorized to execute an agreement with MTG Engineers & Surveyors, of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Celebrating 60 YEARS MTG ENGINEERS & SURVEYORS est. 1962
5930 Summerhill Road
Texarkana, TX 75503
903.838.8533 telephone
903.832.4700 facsimile
TBPE No. F-354

November 8, 2022

CITY OF TEXARKANA, TEXAS

PUBLIC WORKS AND CONTRACTS DEPARTMENT
919 ELM STREET
TEXARKANA, TEXAS 75501

Delivered via email:
amanda.freeland@txkusa.org

Re: Robison Road Overlay

MTG Engineers & Surveyors, Inc. (MTG) is pleased to submit this proposal to provide professional engineering services for the proposed overlay project on Robison Road from Kennedy Lane to South Lake Drive in Texarkana, Texas.

Based on our current understanding of the proposed site layout as shown in Figure 1, please find our proposed scope of work and professional services fee estimate for your consideration.

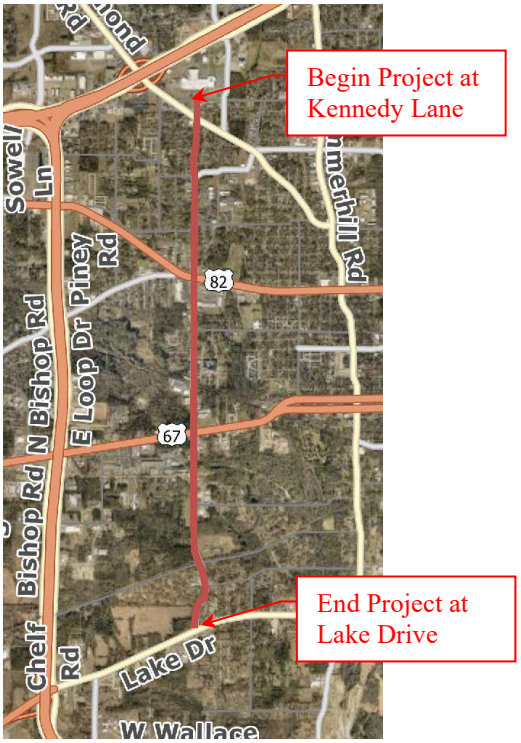


Figure 1- Site Location

Surveying Services

MTG will conduct a topographic survey for the civil design plans utilizing both conventional and mobile Lidar methods. MTG will team with EPA for the Mobile Lidar Mapping portion of the project. The topographic survey will document existing conditions within the right-of-way of the site and will also be the basis for site design efforts.

CONTROL

Horizontal and vertical control will be established to support the design phase for the project, similar to the sidewalk design project.

MOBILE MAPPING

Surveyor shall collect LiDAR and imagery utilizing its Pegasus Two Mobile Mapping System to acquire high density scans for roadways. The acquisition shall be planned during the lowest anticipated traffic volume for daylight hours. Multiple passes shall be performed to obtain adequate coverage. The mobile LiDAR acquisition shall have little

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

to no impact on the traveling public. Surveyor shall position a base station over primary control points during the LiDAR mission.

DEVELOP PLANIMETRIC AND DIGITAL TERRAIN MAPPING AND TERRAIN MODELING

Surveyor shall utilize TopoDOT, TerraScan and Cyclone software to extract LiDAR-derived features. LiDAR-extracted features shall be quality controlled, and quality assured and shall then be merged with the ground supplemented survey data collected by Client. The collected data shall be compiled to generate 2D and 3D CAD mapping in AutoCAD format with a terrain model.

Mobile mapping shall be used to extract the following:
• curb and gutter, edge of pavement, lane lines, bridge decks (if applicable), bridge walls (if applicable), guard rails, signage, storm drain grates, MSE walls, retaining walls, driveways, sidewalks, handicap ramps, center of tree locations, mailboxes, outlines of landscaped areas, cross walks, fencing and billboards. Utilities which protrude from the ground, such as telephone and communication pedestals, signal control panels, power poles and their diameter, pedestrian cross walk buttons, traffic signal poles, mast arms, overhead utility lines, buried utility markers, and conduits will also be included.

Supplemental Topographic Survey

MTG shall perform ground surveys to supplement features obscured from LiDAR as needed for the overlay plans.

Supplemental Pavement Investigation

MTG shall take approximately 30 pavement cores throughout the project limits to determine the existing ACP pavement thickness. This information will be utilized in conjunction with the topographic data to determine the proposed ACP thickness necessary to achieve the desired pavement cross slope.

Engineering Services

MTG will provide street overlay plans and design support in 3 deliverable milestones for Client review and comments: The milestones are 60%, 90% and final plans. The Engineer shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications.

The work will include:

- Existing and Proposed Typical Sections of the mill and overlay areas
- Typical Details and location summary of pavement repair areas
- Cross Sections every 250-500’ to ensure proper cross-slope and asphalt tonnage
- Work Plan that outlines traffic control, road closure and hours of operation
- Plans, Specifications and General Notes to mimic the recent Summerhill Road Overlay and
- Bid and Construction Support, as requested.

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

Storm Water Pollution Prevention Plan (SWPPP)

It is believed that a SWPPP document will not be required since the scope of the project would be considered a maintenance activity. However, if the City requires a stormwater pollution prevention plan, MTG is available to prepare the documents. The SWPPP document will be developed in a notebook fashion and include the necessary forms for completion by the responsible on-site party. MTG will provide the information necessary for the primary operator to submit through STEERS and pay for the appropriate TCEQ fees. Inspections and modifications of the SWPPP are not included in this scope of work and would be considered an additional service, if requested.

Exclusions

The following items are not a part of this proposal but are services that can be provided by MTG, if desired. The scope of these services is traditionally difficult to define and MTG suggests that they be performed on a time and materials basis following our standard rate schedule. Some of these items are:

- Geotechnical Investigation (through a 3rd party),
- Environmental Studies,
- In-Roads Project Design,
- Construction Surveying Layout,
- Construction Inspection,
- Contract Close-Out.

Schedule

Plans and Specifications will be provided in time to advertise, bid and award in early spring of 2023.

Compensation

MTG proposes to provide the services described above on an hourly basis and not to exceed fee, exclusive of direct reimbursable costs, as shown below.

Surveying:	
Topographic Design Survey	$ 39,000.00
Pavement Cores	$ 6,000.00
60% Construction Plans	$ 10,000.00
90% Construction Plans	$ 8,000.00
Final Deliverables	$ 6,500.00
Construction Specifications & Bidding Support	$ 3,000.00
Engineering Sub-Total:	*$ 27,500.00*
Total	***$ 72,500.00***

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

Summary

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MTG on the project described above. This proposal is offered for a period of thirty (30) days, after which, if it has not been executed, said proposal will no longer be valid. MTG is pleased to have the opportunity to submit this proposal and we look forward to the possibility of working with you on this project.

If this proposal and accompanying agreement are acceptable to you as presented, please execute one original of the agreement form and return it to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

Kayla R. Wood

Kayla Wood, PE
President/Project Manager

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 8, 2022**, by and between

City of Texarkana, Texas
and
MTG Engineers & Surveyors, Inc.

Owner's Project, of which Engineer's services under this Agreement are a part and identified in attached proposal, is generally identified as follows:

Robison Road- Overlay Project

Engineer's Services under this Agreement are generally identified in the attached proposal. Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01, 9.01 and 10.01, as applicable.

B. Engineer shall complete its services in accordance with the proposal.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

2. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
    a. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
3. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Pre-Project Planning*

A. Owner and engineer agree to engage in a pre-planning meeting to produce a project definition document that substantially addresses the project parameters below:

1. Project Objectives
2. Project Constraints (e.g., budget, schedule, regulatory, other)
3. Basis of Design (e.g., site requirements, utility requirements and alternatives to be considered).

7.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *See Proposal for Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with proposal.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

9.01 *See Proposal for Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is as shown in the proposal.

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

10.01 *Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.*

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
CITY OF TEXARKANA, TEXAS	MTG ENGINEERS & SURVEYORS, INC.
By: _____	By: Kayla R. Wood
Name: _____	Title: _____
Date Signed: _____	Date Signed: November 8, 2022
	Firm's Certificate Number: 354
	State of: Texas
Address for giving notices:	Address for giving notices:
_____	5930 Summerhill Road
_____	Texarkana, TX 75503
_____	_____
_____	_____

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

APPENDIX 1

MTG ENGINEERS & SURVEYORS CIVIL *** ENVIRONMENTAL *** SURVEYING 2022 HOURLY RATE SCHEDULE				
CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS	PE1	SENIOR PRINCIPAL ENGINEER	HOUR	$ 225.00
	PE2	PRINCIPAL ENGINEER	HOUR	$ 190.00
	PE3	PROJECT ENGINEER	HOUR	$ 150.00
	EIT	ENGINEER-IN-TRAINING	HOUR	$ 110.00
	DT	DESIGN TECHNICIAN	HOUR	$ 80.00
SURVEY	LS1	SENIOR REGISTERED PUBLIC LAND SURVEYOR	HOUR	$ 150.00
	LS2	REGISTERED PUBLIC LAND SURVEYOR	HOUR	$ 125.00
	ST	SURVEY TECHNICIAN	HOUR	$ 80.00
	SC	SURVEY CREW *	HOUR	$ 155.00
	SD	LiDAR SURVEY DRONE (DATA PROCESSING EXTRA)	HOUR	$ 300.00
PLANNERS & TECHNICIANS	UP	LAND PLANNER	HOUR	$ 100.00
	GT	GIS TECHNICIAN	HOUR	$ 90.00
	CT	CAD TECHNICIAN	HOUR	$ 70.00
OFFICE	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	$ 75.00

* Additional Fees may be incurred if boat or rough terrain vehicles are required
* Direct Reimbursables will be charged at a cost plus 10%
* Mileage will be charged at Government Rate for areas outside service area.

Attachment: 2022-146 ATTH 01 MTG Proposal (3872 : 2022-146 RES Engineering Services for Robison Road Overlay Project)

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

RESOLUTION NO. 2022-146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH MTG ENGINEERS & SURVEYORS OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS ($72,500) TO BE PAID FROM THE 2022 BOND FUND (FUND 425); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council authorized the issuance of certificates of obligation on September 12, 2022, which included street maintenance projects; and

WHEREAS, Robison Road Street Reconstruction was a project on the City's planned project list from Kennedy Lane to So. Lake Drive; and

WHEREAS, the City also has a sidewalk project along Robison Road from Kennedy Lane to the close proximity of Bright Street with MTG Engineers and Surveyors (MTG) to provide the design, surveying, and drawings for this sidewalk project and the current sidewalk project with MTG overlaps a majority of the proposed Robison Road Street Reconstruction Project; and

WHEREAS, MTG already has the majority of the needed survey and engineering data for the proposed Robison Road Street Reconstruction Project and selecting this firm will save the City money for the design, survey and drawings for this street project; and

WHEREAS, these services are considered as "Professional Services" and MTG Engineers & Surveyors, of Texarkana, Texas, submitted a proposal and attached hereto as **ATTH 01**; and

WHEREAS, funds are available through the 2022 Bond.

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

SECTION 1: The most reasonable firm for the North Robison Road Sidewalk Project for the City is hereby declared to be MTG Engineers & Surveyors, of Texarkana, Texas.

SECTION 2: The City Manager be and is hereby authorized to execute an agreement with MTG Engineers & Surveyors, of Texarkana, Texas.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27p.m.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

Celebrating 60 YEARS MTG ENGINEERS & SURVEYORS est. 1962

5930 Summerhill Road
Texarkana, TX 75503
903.838.8533 telephone
903.832.4700 facsimile
TBPE No. F-354

November 8, 2022

CITY OF TEXARKANA, TEXAS

PUBLIC WORKS AND CONTRACTS DEPARTMENT
919 ELM STREET
TEXARKANA, TEXAS 75501

Delivered via email:
amanda.freeland@txkusa.org

Re: Robison Road Overlay

MTG Engineers & Surveyors, Inc. (MTG) is pleased to submit this proposal to provide professional engineering services for the proposed overlay project on Robison Road from Kennedy Lane to South Lake Drive in Texarkana, Texas.

Based on our current understanding of the proposed site layout as shown in Figure 1, please find our proposed scope of work and professional services fee estimate for your consideration.

Figure 1- Site Location

Surveying Services

MTG will conduct a topographic survey for the civil design plans utilizing both conventional and mobile Lidar methods. MTG will team with EPA for the Mobile Lidar Mapping portion of the project. The topographic survey will document existing conditions within the right-of-way of the site and will also be the basis for site design efforts.

CONTROL

Horizontal and vertical control will be established to support the design phase for the project, similar to the sidewalk design project.

MOBILE MAPPING

Surveyor shall collect LiDAR and imagery utilizing its Pegasus Two Mobile Mapping System to acquire high density scans for roadways. The acquisition shall be planned during the lowest anticipated traffic volume for daylight hours. Multiple passes shall be performed to obtain adequate coverage. The mobile LiDAR acquisition shall have little

to no impact on the traveling public. Surveyor shall position a base station over primary control points during the LiDAR mission.

DEVELOP PLANIMETRIC AND DIGITAL TERRAIN MAPPING AND TERRAIN MODELING

Surveyor shall utilize TopoDOT, TerraScan and Cyclone software to extract LiDAR-derived features. LiDAR-extracted features shall be quality controlled, and quality assured and shall then be merged with the ground supplemented survey data collected by Client. The collected data shall be compiled to generate 2D and 3D CAD mapping in AutoCAD format with a terrain model.

Mobile mapping shall be used to extract the following:
• curb and gutter, edge of pavement, lane lines, bridge decks (if applicable), bridge walls (if applicable), guard rails, signage, storm drain grates, MSE walls, retaining walls, driveways, sidewalks, handicap ramps, center of tree locations, mailboxes, outlines of landscaped areas, cross walks, fencing and billboards. Utilities which protrude from the ground, such as telephone and communication pedestals, signal control panels, power poles and their diameter, pedestrian cross walk buttons, traffic signal poles, mast arms, overhead utility lines, buried utility markers, and conduits will also be included.

Supplemental Topographic Survey

MTG shall perform ground surveys to supplement features obscured from LiDAR as needed for the overlay plans.

Supplemental Pavement Investigation

MTG shall take approximately 30 pavement cores throughout the project limits to determine the existing ACP pavement thickness. This information will be utilized in conjunction with the topographic data to determine the proposed ACP thickness necessary to achieve the desired pavement cross slope.

Engineering Services

MTG will provide street overlay plans and design support in 3 deliverable milestones for Client review and comments: The milestones are 60%, 90% and final plans. The Engineer shall prepare all work in accordance with the latest version of applicable City and State procedures, specifications, manuals, guidelines, standard drawings, and standard specifications or previously approved special provisions and special specifications.

The work will include:

- Existing and Proposed Typical Sections of the mill and overlay areas
- Typical Details and location summary of pavement repair areas
- Cross Sections every 250-500' to ensure proper cross-slope and asphalt tonnage
- Work Plan that outlines traffic control, road closure and hours of operation
- Plans, Specifications and General Notes to mimic the recent Summerhill Road Overlay and
- Bid and Construction Support, as requested.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

Storm Water Pollution Prevention Plan (SWPPP)

It is believed that a SWPPP document will not be required since the scope of the project would be considered a maintenance activity. However, if the City requires a stormwater pollution prevention plan, MTG is available to prepare the documents. The SWPPP document will be developed in a notebook fashion and include the necessary forms for completion by the responsible on-site party. MTG will provide the information necessary for the primary operator to submit through STEERS and pay for the appropriate TCEQ fees. Inspections and modifications of the SWPPP are not included in this scope of work and would be considered an additional service, if requested.

Exclusions

The following items are not a part of this proposal but are services that can be provided by MTG, if desired. The scope of these services is traditionally difficult to define and MTG suggests that they be performed on a time and materials basis following our standard rate schedule. Some of these items are:

- Geotechnical Investigation (through a 3rd party),
- Environmental Studies,
- In-Roads Project Design,
- Construction Surveying Layout,
- Construction Inspection,
- Contract Close-Out.

Schedule

Plans and Specifications will be provided in time to advertise, bid and award in early spring of 2023.

Compensation

MTG proposes to provide the services described above on an hourly basis and not to exceed fee, exclusive of direct reimbursable costs, as shown below.

Surveying:	
Topographic Design Survey	$ 39,000.00
Pavement Cores	$ 6,000.00
60% Construction Plans	$ 10,000.00
90% Construction Plans	$ 8,000.00
Final Deliverables	$ 6,500.00
Construction Specifications & Bidding Support	$ 3,000.00
Engineering Sub-Total:	*$ 27,500.00*
Total	***$ 72,500.00***

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

Summary

This proposal, unless otherwise noted, constitutes our understanding of the services to be provided by MTG on the project described above. This proposal is offered for a period of thirty (30) days, after which, if it has not been executed, said proposal will no longer be valid. MTG is pleased to have the opportunity to submit this proposal and we look forward to the possibility of working with you on this project.

If this proposal and accompanying agreement are acceptable to you as presented, please execute one original of the agreement form and return it to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,

Kayla R. Wood

Kayla Wood, PE
President/Project Manager

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **November 8, 2022**, by and between

City of Texarkana, Texas
and
MTG Engineers & Surveyors, Inc.

Owner's Project, of which Engineer's services under this Agreement are a part and identified in attached proposal, is generally identified as follows:

Robison Road- Overlay Project

Engineer's Services under this Agreement are generally identified in the attached proposal. Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 8.01, 9.01 and 10.01, as applicable.

B. Engineer shall complete its services in accordance with the proposal.

C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

A. *Invoices*: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. By Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

2. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
    a. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
3. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.

D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.

G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to $50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Pre-Project Planning*

A. Owner and engineer agree to engage in a pre-planning meeting to produce a project definition document that substantially addresses the project parameters below:

1. Project Objectives
2. Project Constraints (e.g., budget, schedule, regulatory, other)
3. Basis of Design (e.g., site requirements, utility requirements and alternatives to be considered).

7.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

8.01 *See Proposal for Basis of Payment—Lump Sum*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer in accordance with proposal.

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

9.01 *See Proposal for Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is as shown in the proposal.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

10.01 *Additional Services: For additional services of Engineer's employees engaged directly on the Project, Owner shall pay Engineer an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.*

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:	ENGINEER:
CITY OF TEXARKANA, TEXAS	MTG ENGINEERS & SURVEYORS, INC.
By:	By: Kayla R. Wood
Name: DAVID ORR	Title:
Date Signed: 12/13/22	Date Signed: November 8, 2022
	Firm's Certificate Number: 354
	State of: Texas
Address for giving notices:	Address for giving notices:
	5930 Summerhill Road
	Texarkana, TX 75503

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

APPENDIX 1

MTG ENGINEERS & SURVEYORS CIVIL *** ENVIRONMENTAL *** SURVEYING 2022 HOURLY RATE SCHEDULE				
CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS	PE1	SENIOR PRINCIPAL ENGINEER	HOUR	$ 225.00
	PE2	PRINCIPAL ENGINEER	HOUR	$ 190.00
	PE3	PROJECT ENGINEER	HOUR	$ 150.00
	EIT	ENGINEER-IN-TRAINING	HOUR	$ 110.00
	DT	DESIGN TECHNICIAN	HOUR	$ 80.00
SURVEY	LS1	SENIOR REGISTERED PUBLIC LAND SURVEYOR	HOUR	$ 150.00
	LS2	REGISTERED PUBLIC LAND SURVEYOR	HOUR	$ 125.00
	ST	SURVEY TECHNICIAN	HOUR	$ 80.00
	SC	SURVEY CREW *	HOUR	$ 155.00
	SD	LiDAR SURVEY DRONE (DATA PROCESSING EXTRA)	HOUR	$ 300.00
PLANNERS & TECHNICIANS	UP	LAND PLANNER	HOUR	$ 100.00
	GT	GIS TECHNICIAN	HOUR	$ 90.00
	CT	CAD TECHNICIAN	HOUR	$ 70.00
OFFICE	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	$ 75.00

* Additional Fees may be incurred if boat or rough terrain vehicles are required
* Direct Reimbursables will be charged at a cost plus 10%
* Mileage will be charged at Government Rate for areas outside service area.

Attachment: 2022-146 RES Engineering Svc Robison Rd Overlay signed (3872 : 2022-146 RES Engineering Services for Robison Road Overlay

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 12/9/2022 3:29 PM

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

Subject: Resolution No. 2022-147 authorizing the City Manager to purchase one (1) 2022 Case CE 650M Dozer through the Sourcewell Buy Board in an amount not to exceed the Texas portion with budgeted funds, $62,204.55, and the total amount not to exceed $99,431.82.

Briefing: 12/12/2022 **Public Hearing:** **Council Vote:** 12/12/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Texarkana Water Utilities needs to urgently replace a 1992 650G John Deere Dozer, which has 8,000 hours. This piece of equipment is used daily. It was determined that the most cost-effective option is to purchase one (1) 2022 Case CE 650M Dozer through the Sourcewell BuyBoard at $99,431.82. This price includes the BuyBoard applicable fees. Sourcewell Buy Board is available for all eligible state and local governments, and non-profit entities across North America. Purchase from the BuyBoard meets all bidding requirements.

Potential Options:

- None
-

Fiscal Implications:

Funds are budgeted in the Equipment Fund.

Staff Recommendation:

Texarkana Water Utilities staff recommends approval of the purchase.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-147 RES Purchase 2022 Case CE 650M Dozer (DOCX)
b. 2022-147 ATTH 01 Estimate (PDF)
c. 2022-147 Goals & Perspectives (DOCX)
d. 2022-147 RES Purchase Case Dozer signed (PDF)

Staff Coordination

Water Utilities	Gary Smith 11/30/2022 6:39 AM	Department Head Review	Completed	
TWU Administration 11:08 AM	Kenny Icenhower	Review	Completed	12/02/2022
TWU Finance 11:36 AM	Tricia Briggs	Review	Completed	12/02/2022
City Manager 1:47 PM	David Orr	City Manager Review	Completed	12/02/2022
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	12/12/2022

Meeting History

RESOLUTION NO. 2022-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) 2022 CASE CE 650M DOZER THROUGH SOURCEWELL BUY BOARD IN AN AMOUNT NOT TO EXCEED THE TEXAS PORTION, $62,204.55, AND THE TOTAL AMOUNT NOT TO EXCEED $99,431.82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities reviewed pricing from several manufacturers for the purchase of one (1) 2022 Case CE 650M Dozer (**ATTH 01**); and

WHEREAS, it was determined that the most cost-effective purchase would be to utilize the Sourcewell Buy Board (**ATTH 01**) with a purchase price of $99,431.82; and

WHEREAS, the Buy Board is available for all eligible state and local governments and non-profit entities across North America. Texarkana Water Utilities has purchased from the Sourcewell Buy Board previously and purchase from the Buy Board meets all bidding requirements; and

WHEREAS, the funds are budgeted in the Equipment Fund.

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

SECTION 1: The most cost-effective purchase would be to utilize the Sourcewell Buy Board in an amount not to exceed the Texas portion, $62,204.55, and the total amount not to exceed $99,431.82.

SECTION 2: The City Manager be and is hereby authorized to issue a purchase order for one 2022 Case CE 650M Dozer through the Sourcewell Buy Board.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-147 RES Purchase 2022 Case CE 650M Dozer [Revision 1] (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC
5401 Sanderson Lane
Texarkana, AR 71854
Ph: 870-772-0204 • Fax: 855-814-2501
www.scottcompanies.com

Ship to:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Estimate For:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Branch		
60 - TEXARKANA		
Date	Time	Page
11/22/2022	12:23:55 (O)	1
Account No.	Phone No.	Estimate No.
TEXAR167	9037983800	000125
Ship Via	Purchase Order	
	QUOTE	
Sales Tax License No.	Federal Exemption No.	
MICHAEL C ROBERTSON	R34	Salesperson

Attention: JOHN CATES

ESTIMATE

Description ** Q U O T E ** EXPIRY DATE: 12/15/2022 Amount

Stock #: 234850 Serial #: JJGN650MEMC100919 99431.82
2022 CASE CE 650M DOZER
****INCLUDING THE FOLLOWING OPTIONS****
DOZER
Power Angle Tilt
650M
Long Track
CLASSIC ROPS
Rear Tow Hook
Front Pull Hook
CHAIN/A SALT HD 16IN
96" Dozer Blade
ROPS with headliner
Sweeps
Manuals & Decals - English
Cold Start
Diagnostic Check Fittings
Environmental Drain
Hyd. valve, 4 spool w/ plugs
Pump Hydraulic Equip w/PTO
Seat belt, 3"
TRANSPORT PROTECTION
CASE SiteWatch Telematics
NON-FLEX ENGINE
REMAINDER OF 3/3000 PROCARE WARRANTY THROUGH 1/30/2025
REMAINDER OF 5/3000 EMISSIONS WARRANTY THROUGH 1/30/2027
REMAINDER OF 3/2000 PROCARE MAINTENANCE THROUGH 1/30/2025
ALL WARRANTIES LESS TTM AND FRT
APPROX 19 HOURS ON MACHINE.
****
CASE SOURCEWELL MEMBER # 1089
TEXARKANA WATER UTILITIES MEMBER # 110146
$95,580.82 MACHINE PRICE
$1,851.00 FACTORY FRT

This estimate is not a final invoice. Final invoice is subject to change.

Attachment: 2022-147 ATTH 01 Estimate (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC
5401 Sanderson Lane
Texarkana, AR 71854
Ph: 870-772-0204 • Fax: 855-814-2501
www.scottcompanies.com

Ship to:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Estimate For:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Branch		
60 - TEXARKANA		
Date: 11/22/2022	Time: 12:23:55 (O)	Page: 2
Account No.: TEXAR167	Phone No.: 9037983800	Estimate No.: 04 000125
Ship Via:	Purchase Order: QUOTE	
Sales Tax License No.:	Federal Exemption No.:	
MICHAEL C ROBERTSON	Salesperson: R34	

Attention: JOHN CATES

ESTIMATE

Description	** Q U O T E **	EXPIRY DATE: 12/15/2022	Amount
$2,000.00 DEALER PREP AND DELIVERY			
$99,431.82 TOTAL SALE PRICE			

Sale # 01 Subtotal:	99431.82
TOTAL:	99431.82
Subtotal:	99431.82
Quote Total:	99431.82

Authorization: _____

This estimate is not a final invoice. Final invoice is subject to change.

Attachment: 2022-147 ATTH 01 Estimate (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

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:

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

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: 2022-147 Goals & Perspectives (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

RESOLUTION NO. 2022-147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) 2022 CASE CE 650M DOZER THROUGH SOURCEWELL BUY BOARD IN AN AMOUNT NOT TO EXCEED THE TEXAS PORTION, $62,204.55, AND THE TOTAL AMOUNT NOT TO EXCEED $99,431.82; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities reviewed pricing from several manufacturers for the purchase of one (1) 2022 Case CE 650M Dozer (**ATTH 01**); and

WHEREAS, it was determined that the most cost-effective purchase would be to utilize the Sourcewell Buy Board (**ATTH 01**) with a purchase price of $99,431.82; and

WHEREAS, the Buy Board is available for all eligible state and local governments and non-profit entities across North America. Texarkana Water Utilities has purchased from the Sourcewell Buy Board previously and purchase from the Buy Board meets all bidding requirements; and

WHEREAS, the funds are budgeted in the Equipment Fund.

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

SECTION 1: The most cost-effective purchase would be to utilize the Sourcewell Buy Board in an amount not to exceed the Texas portion, $62,204.55, and the total amount not to exceed $99,431.82.

SECTION 2: The City Manager be and is hereby authorized to issue a purchase order for one 2022 Case CE 650M Dozer through the Sourcewell Buy Board.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27 p.m.

Attachment: 2022-147 RES Purchase Case Dozer signed (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC
5401 Sanderson Lane
Texarkana, AR 71854
Ph: 870-772-0204 • Fax: 855-814-2501
www.scottcompanies.com

Ship to:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Estimate For:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Branch		
60 - TEXARKANA		
Date	Time	Page
11/22/2022	12:23:55 (O)	1
Account No.	Phone No.	Estimate No.
TEXAR167	9037983800	000125
Ship Via	Purchase Order	
	QUOTE	
Sales Tax License No.	Federal Exemption No.	
MICHAEL C ROBERTSON	Salesperson	R34

Attention: JOHN CATES

ESTIMATE

Description ** Q U O T E ** EXPIRY DATE: 12/15/2022 Amount

Stock #: 234850 Serial #: JJGN650MEMC100919 99431.82
2022 CASE CE 650M DOZER
****INCLUDING THE FOLLOWING OPTIONS****
DOZER
Power Angle Tilt
650M
Long Track
CLASSIC ROPS
Rear Tow Hook
Front Pull Hook
CHAIN/A SALT HD 16IN
96" Dozer Blade
ROPS with headliner
Sweeps
Manuals & Decals - English
Cold Start
Diagnostic Check Fittings
Environmental Drain
Hyd. valve, 4 spool w/ plugs
Pump Hydraulic Equip w/PTO
Seat belt, 3"
TRANSPORT PROTECTION
CASE SiteWatch Telematics
NON-FLEX ENGINE
REMAINDER OF 3/3000 PROCARE WARRANTY THROUGH 1/30/2025
REMAINDER OF 5/3000 EMISSIONS WARRANTY THROUGH 1/30/2027
REMAINDER OF 3/2000 PROCARE MAINTENANCE THROUGH 1/30/2025
ALL WARRANTIES LESS TTM AND FRT
APPROX 19 HOURS ON MACHINE.
****
CASE SOURCEWELL MEMBER # 1089
TEXARKANA WATER UTILITIES MEMBER # 110146
$95,580.82 MACHINE PRICE
$1,851.00 FACTORY FRT

This estimate is not a final invoice. Final invoice is subject to change.

Attachment: 2022-147 RES Purchase Case Dozer signed (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

SCOTT EQUIPMENT
HEAVY-DUTY COMMITMENT

Scott Equipment Company, LLC
5401 Sanderson Lane
Texarkana, AR 71854
Ph: 870-772-0204 • Fax: 855-814-2501
www.scottcompanies.com

Ship to:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Estimate For:
TEXARKANA WATER UTIL
1007 JEFFERSON AVE
TEXARKANA AR 71854

Branch		
60 - TEXARKANA		
Date	Time	Page
11/22/2022	12:23:55 (O)	2
Account No.	Phone No.	Estimate No.
TEXAR167	9037983800	04 000125
Ship Via	Purchase Order	
	QUOTE	
Sales Tax License No.	Federal Exemption No.	
MICHAEL C ROBERTSON	Salesperson	R34

Attention: JOHN CATES

ESTIMATE

Description	** Q U O T E ** EXPIRY DATE: 12/15/2022	Amount
$2,000.00 DEALER PREP AND DELIVERY		
$99,431.82 TOTAL SALE PRICE		

Sale # 01 Subtotal:	99431.82
TOTAL:	99431.82
Subtotal:	99431.82
Quote Total:	99431.82

Authorization: _____

This estimate is not a final invoice. Final invoice is subject to change.

Attachment: 2022-147 RES Purchase Case Dozer signed (3873 : 2022-147 RES Purchase One 2022 Case CE 650M Dozer)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/7/2022 10:32 AM

Lead Department: Information Technology **Action Officer:** Brandon Uselton, IT Director

Subject: Resolution No. 2022-152 authorizing the City Manager to execute a contract with Windstream Kinetic for VOIP phone service, in the amount of $179,964 over a three-year (3) period with funds budgeted in departmental budgets.

Briefing: 12/12/2022 **Public Hearing:** **Council Vote:** 12/12/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

(December 12th, 2022):
NOT APPLICABLE

Executive Summary and Background Information:

They City's current VOIP phone system is obsolete. Quotes for replacement systems have been requested from several vendors, with the Kinetic Business by Windstream quote including the Police Department and being on the State contract, IT recommends selecting them to provide the phone service.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Funds are allocated in departmental budgets

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. 2022-152 RES VOIP Phone Service Contract (DOCX)
b. 2022-152 EXH 'A' City of Txk VOIP(PDF)
c. 2022-152 Goals & Perspectives (DOCX)
d. 2022-152 RES Windstream Kinetic VOIP contract signed (PDF)

Staff Coordination

Information Technology	Brandon Uselton	Department Head Review	Completed	12/06/2022 11:42 AM
Water Utilities	Vicky Coopwood	Water Utilities Review	Skipped	12/06/2022 11:39 AM
TWU Finance	Vicky Coopwood	TWU Finance Review	Skipped	12/06/2022 11:40 AM
Finance Department	Kristin Peeples	Finance Review	Completed	12/07/2022 10:32 AM
City Manager	David Orr	City Manager Review	Completed	12/07/2022 1:47 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF VOICE-OVER INTERNET PROTOCOL PHONE SERVICE FROM KINETIC BUSINESS BY WINDSTREAM UNDER A THREE-YEAR CONTRACT WITH BUDGETED FUNDS IN THE AMOUNT OF $179,964; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS the City requested quotes for voice-over internet protocol (VOIP) phone service from three vendors; and

WHEREAS, Kinetic Business by Windstream ("KBW") submitted a quote attached as **Exhibit "A**", incorporated herein by reference for all purposes, for a three-year contract for VOIP service for the City at an annual cost of $59,988 annually, or $179,964 in the aggregate; and

WHEREAS, KBW holds the Texas state contract for VOIP services and is authorized under The Interlocal Purchasing Service (TIPS) # 210303; and

WHEREAS, funds for this purchase have been budgeted and appropriated in the City's budget; and

WHEREAS, the City Council finds and determines that a purchase of a three-year contract for VOIP phone service from KBW complies with Texas competitive purchasing laws and is in the best interest of the City.

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

SECTION 1: The City of Texarkana, Texas, accepts and approves the **Exhibit "A"** quote from KBW and authorizes the City Manager to purchase VOIP phone service from KBW under a three-year contract with budgeted funds in the amount of $179,964.

SECTION 2: 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 **12th day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-152 RES VOIP Phone Service Contract (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between City of Texarkana ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2535331, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

Windstream Kinetic TIPS #210303

City of Texarkana	**WINDSTREAM**
AUTHORIZED REP. (PRINTED NAME):	AUTHORIZED REP. (PRINTED NAME):
SIGNATURE:	SIGNATURE:
TITLE:	TITLE:
DATE:	DATE:

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business by windstream

SERVICE AGREEMENT

Account Summary

Customer Name	City of Texarkana
Quote #	2535331
Windstream Kinetic Representative	Joe Walker
Contract Term Length	36 Months
Effective Date	November 29, 2022
MMF	$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
OfficeSuite UC	$4,999.00	$0.00
Total	**$4,999.00**	**$0.00**

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:

This offer is voidable by Windstream if not signed and returned by 1/13/2023.

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
City of Texarkana BSJB 1420 S Park Rd	$326.64	$0.00	$0.00
City of Texarkana 3124 Texas Blvd Parks	$190.54	$0.00	$0.00
Bi-State Justice Center Municipal Texarkana	$1,361.00	$0.00	$0.00
City of Texarkana THD 902 W 12th ST	$598.84	$0.00	$0.00
City of Texarkana-City Hall	$1,460.40	$0.00	$0.00
City of Texarkana Fire Station#7-3101 S Lake Dr	$81.66	$0.00	$0.00
City of Texarkana Fire Station #3 5706 Richmond Rd	$136.10	$0.00	$0.00
City of Texarkana Fire Station1 Central (x3983)	$244.98	$0.00	$0.00
City of Texarkana Fleet 923 Elm St	$54.44	$0.00	$0.00
City of Texarkana Fire Station 9 Summerhill(x3988)	$136.10	$0.00	$0.00
City of Texarkana Fire Station 5-306 S Kenwood Rd	$190.54	$0.00	$0.00
City of Texarkana Sign and Signal 921 Spruce St	$81.66	$0.00	$0.00
City of Texarkana 901 Oak St	$136.10	$0.00	$0.00

Location Detail

Location Name	City of Texarkana BSJB 1420 S Park Rd	Account Number	217779894
Location Address	1420 S PARK RD , TEXARKANA, TX 75503-2627	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $326.64

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Long Distance Block of Time - Unlimited	1	$0.00	$0.00
18-Key Color LCD (6920) phone rental	12	$13.00	$156.00
User Extension - Basic	12	$14.22	$170.64
		Total	**$326.64**

One-Time Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Equipment Installation Charges	1	$0.00	$0.00
		Total	**$0.00**

Location Detail

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Location Name	City of Texarkana 3124 Texas Blvd Parks	Account Number	217779899
Location Address	3124 TEXAS BLVD , TEXARKANA, TX 75503-4008	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$190.54

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	7	$13.00	$91.00
	User Extension - Basic	7	$14.22	$99.54
			Total	**$190.54**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	Bi-State Justice Center Municipal Texarkana	Account Number	217399485
Location Address	100 N STATE LINE AVE , TEXARKANA, TX 75501-5677	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$1,361.00

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	50	$13.00	$650.00
	User Extension - Basic	50	$14.22	$711.00
			Total	**$1,361.00**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Location Detail

Location Name	City of Texarkana THD 902 W 12th ST	Account Number	217779897
Location Address	902 W 12TH ST , TEXARKANA, TX 75501-4303	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$598.84

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	22	$13.00	$286.00
	User Extension - Basic	22	$14.22	$312.84
			Total	**$598.84**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	City of Texarkana-City Hall	Account Number	217453356
Location Address	220 TEXAS BLVD , TEXARKANA, TX 75503-5625	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$1,460.40

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	Mitel M695 PKM (color)	8	$8.00	$64.00
	18-Key Color LCD (6920) phone rental	48	$13.00	$624.00
	User Extension - Basic	40	$14.22	$568.80
	User Extension - Standard	8	$25.45	$203.60
			Total	**$1,460.40**

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

One-Time Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Equipment Installation Charges	1	$0.00	$0.00
		Total	**$0.00**

Location Detail

Location Name	City of Texarkana Fire Station#7-3101 S Lake Dr	Account Number	217783735
Location Address	3101 S LAKE DR , TEXARKANA, TX 75501-7907	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $81.66

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Long Distance Block of Time - Unlimited	1	$0.00	$0.00
18-Key Color LCD (6920) phone rental	3	$13.00	$39.00
User Extension - Basic	3	$14.22	$42.66
		Total	**$81.66**

One-Time Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Equipment Installation Charges	1	$0.00	$0.00
		Total	**$0.00**

Location Detail

Location Name	City of Texarkana Fire Station #3 5706 Richmond Rd	Account Number	217779959
Location Address	5706 RICHMOND RD , TEXARKANA, TX 75503-0501	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $136.10

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
	User Extension - Basic	5	$14.22	$71.10
			Total	**$136.10**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	City of Texarkana Fire Station1 Central (x3983)	Account Number	217792767
Location Address	524 W 3RD ST , TEXARKANA, TX 75501-5052	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$244.98

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	9	$13.00	$117.00
	User Extension - Basic	9	$14.22	$127.98
			Total	**$244.98**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	City of Texarkana Fleet 923 Elm St	Account Number	217783713
Location Address	923 ELM ST , TEXARKANA, TX 75501-5015	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

$0.00	$54.44

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	2	$13.00	$26.00
	User Extension - Basic	2	$14.22	$28.44
			Total	**$54.44**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	City of Texarkana Fire Station 9 Summerhill(x3988)	Account Number	217792764
Location Address	4315 SUMMERHILL RD , TEXARKANA, TX 75503-2735	Service Order Type	Existing Customer

Total One-Time Charges: $0.00	Total Recurring Charges: $136.10

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
	User Extension - Basic	5	$14.22	$71.10
			Total	**$136.10**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Location Name	City of Texarkana Fire Station 5-306 S Kenwood Rd	Account Number	217780324
Location Address	306 S KENWOOD RD , TEXARKANA, TX 75501-3156	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$190.54

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	7	$13.00	$91.00
	User Extension - Basic	7	$14.22	$99.54
			Total	**$190.54**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Location Name	City of Texarkana Sign and Signal 921 Spruce St	Account Number	217783722
Location Address	921 SPRUCE ST , TEXARKANA, TX 75501-5123	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$81.66

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	3	$13.00	$39.00
	User Extension - Basic	3	$14.22	$42.66
			Total	**$81.66**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business by windstream

SERVICE AGREEMENT

Location Detail

Location Name	City of Texarkana 901 Oak St	Account Number	217783719
Location Address	901 OAK ST , TEXARKANA, TX 75501-	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$136.10

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Long Distance Block of Time - Unlimited	1	$0.00	$0.00
18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
User Extension - Basic	5	$14.22	$71.10
		Total	**$136.10**

One-Time Charges

Product	Qty.	Unit Price	Total Price
OfficeSuite UC			
Equipment Installation Charges	1	$0.00	$0.00
		Total	**$0.00**

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Letter of Agency

Contact Name:	Company Name: City of Texarkana
Billing Address:	
City, State, Zip:	
Current Carrier:	Order Date:

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications (''Windstream'') and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

	Local
	Intrastate, IntraLATA Long Distance Service (also known as local toll)
	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: _____

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream (Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, ''WIN'') are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location.

Loss of 911 services due to power failure or Internet connection failure:
Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service,** you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login.
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification
I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

	210154294
Printed Name	Account Number
Signature	Date

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Attachment: 2022-152 EXH 'A' City of Txk VOIP (3897 : 2022-152 RES Windstream Kinetic VOIP Service 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:

This solution will modernize the City's phone system to ensure its continued longevity. Three quotes were solicited for phone systems that did not include the Police Department. The selected solution does include the Police Department, with the chosen vendor holding a State of Texas contract VOIP service.

Resource Impact:

Staff time required if item is approved:	Medium

Other Potential Impacts:

Funding available in the City's budget.

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: 2022-152 Goals & Perspectives (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

RESOLUTION NO. 2022-152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE PURCHASE OF VOICE-OVER INTERNET PROTOCOL PHONE SERVICE FROM KINETIC BUSINESS BY WINDSTREAM UNDER A THREE-YEAR CONTRACT WITH BUDGETED FUNDS IN THE AMOUNT OF $179,964; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS the City requested quotes for voice-over internet protocol (VOIP) phone service from three vendors; and

WHEREAS, Kinetic Business by Windstream ("KBW") submitted a quote attached as **Exhibit "A"**, incorporated herein by reference for all purposes, for a three-year contract for VOIP service for the City at an annual cost of $59,988 annually, or $179,964 in the aggregate; and

WHEREAS, KBW holds the Texas state contract for VOIP services and is authorized under The Interlocal Purchasing Service (TIPS) # 210303; and

WHEREAS, funds for this purchase have been budgeted and appropriated in the City's budget; and

WHEREAS, the City Council finds and determines that a purchase of a three-year contract for VOIP phone service from KBW complies with Texas competitive purchasing laws and is in the best interest of the City.

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

SECTION 1: The City of Texarkana, Texas, accepts and approves the **Exhibit "A"** quote from KBW and authorizes the City Manager to purchase VOIP phone service from KBW under a three-year contract with budgeted funds in the amount of $179,964.

SECTION 2: 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 **12th day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27p.m.

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between City of Texarkana ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2535331, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

Windstream Kinetic TIPS #210303

City of Texarkana	
AUTHORIZED REP (PRINTED NAME):	DAVID ORR
SIGNATURE:	
TITLE:	City Manager
DATE:	12/15/22

WINDSTREAM	
AUTHORIZED REP (PRINTED NAME):	Michael L. Wedgeworth
SIGNATURE:	
TITLE:	AREA DIRECTOR - Kinetic Enterprise
DATE:	12/15/22

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

2022-152 EXH 'A'

SERVICE AGREEMENT

Account Summary

Customer Name	City of Texarkana
Quote #	2535331
Windstream Kinetic Representative	Joe Walker
Contract Term Length	36 Months
Effective Date	November 29, 2022
MMF	$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
OfficeSuite UC	$4,999.00	$0.00
Total	$4,999.00	$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER	WINDSTREAM
Signature:	Signature:
Printed Name: DAVID ORR	Printed Name: MICHAEL L. WADZISZ
Title: City Manager	Title: AREA DIRECTOR KINETIC ENTER PRISE
Date: 12/15/22	Date: 12/15/22

This offer is voidable by Windstream if not signed and returned by 1/13/2023.

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
City of Texarkana BSJB 1420 S Park Rd	$326.64	$0.00	$0.00
City of Texarkana 3124 Texas Blvd Parks	$190.54	$0.00	$0.00
Bi-State Justice Center Municipal Texarkana	$1,361.00	$0.00	$0.00
City of Texarkana THD 902 W 12th ST	$598.84	$0.00	$0.00
City of Texarkana-City Hall	$1,460.40	$0.00	$0.00
City of Texarkana Fire Station#7-3101 S Lake Dr	$81.66	$0.00	$0.00
City of Texarkana Fire Station #3 5706 Richmond Rd	$136.10	$0.00	$0.00
City of Texarkana Fire Station1 Central (x3983)	$244.98	$0.00	$0.00
City of Texarkana Fleet 923 Elm St	$54.44	$0.00	$0.00
City of Texarkana Fire Station 9 Summerhill(x3988)	$136.10	$0.00	$0.00
City of Texarkana Fire Station 5-306 S Kenwood Rd	$190.54	$0.00	$0.00
City of Texarkana Sign and Signal 921 Spruce St	$81.66	$0.00	$0.00
City of Texarkana 901 Oak St	$136.10	$0.00	$0.00

Location Detail

Location Name	City of Texarkana BSJB 1420 S Park Rd	Account Number	217779894
Location Address	1420 S PARK RD , TEXARKANA, TX 75503-2627	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $326.64

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	12	$13.00	$156.00
	User Extension - Basic	12	$14.22	$170.64
			Total	**$326.64**

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	**$0.00**

Location Detail

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

Location Name	City of Texarkana 3124 Texas Blvd Parks	Account Number	217779899
Location Address	3124 TEXAS BLVD , TEXARKANA, TX 75503-4008	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$190.54

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	7	$13.00	$91.00
	User Extension - Basic	7	$14.22	$99.54
			Total	$190.54

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	Bi-State Justice Center Municipal Texarkana	Account Number	217399485
Location Address	100 N STATE LINE AVE , TEXARKANA, TX 75501-5677	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$1,361.00

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	50	$13.00	$650.00
	User Extension - Basic	50	$14.22	$711.00
			Total	$1,361.00

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

Location Detail

Location Name	City of Texarkana THD 902 W 12th ST	Account Number	217779897
Location Address	902 W 12TH ST , TEXARKANA, TX 75501-4303	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$598.84

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	22	$13.00	$286.00
	User Extension - Basic	22	$14.22	$312.84
			Total	$598.84

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana-City Hall	Account Number	217453356
Location Address	220 TEXAS BLVD , TEXARKANA, TX 75503-5625	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$1,460.40

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	Mitel M695 PKM (color)	8	$8.00	$64.00
	18-Key Color LCD (6920) phone rental	48	$13.00	$624.00
	User Extension - Basic	40	$14.22	$568.80
	User Extension - Standard	8	$25.45	$203.60
			Total	$1,460.40

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Fire Station#7-3101 S Lake Dr	Account Number	217783735
Location Address	3101 S LAKE DR , TEXARKANA, TX 75501-7907	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $81.66

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	3	$13.00	$39.00
	User Extension - Basic	3	$14.22	$42.66
			Total	$81.66

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Fire Station #3 5706 Richmond Rd	Account Number	217779959
Location Address	5706 RICHMOND RD , TEXARKANA, TX 75503-0501	Service Order Type	Existing Customer

Total One-Time Charges: $0.00

Total Recurring Charges: $136.10

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
	User Extension - Basic	5	$14.22	$71.10
			Total	$136.10

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Fire Station1 Central (x3983)	Account Number	217792767
Location Address	524 W 3RD ST , TEXARKANA, TX 75501-5052	Service Order Type	Existing Customer

Total One-Time Charges: $0.00	Total Recurring Charges: $244.98

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	9	$13.00	$117.00
	User Extension - Basic	9	$14.22	$127.98
			Total	$244.98

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Fleet 923 Elm St	Account Number	217783713
Location Address	923 ELM ST , TEXARKANA, TX 75501-5015	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

$0.00	$54.44

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	2	$13.00	$26.00
	User Extension - Basic	2	$14.22	$28.44
			Total	$54.44

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Fire Station 9 Summerhill(x3988)	Account Number	217792764
Location Address	4315 SUMMERHILL RD , TEXARKANA, TX 75503-2735	Service Order Type	Existing Customer

Total One-Time Charges: $0.00	Total Recurring Charges: $136.10

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
	User Extension - Basic	5	$14.22	$71.10
			Total	$136.10

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

Location Name	City of Texarkana Fire Station 5-306 S Kenwood Rd	Account Number	217780324
Location Address	306 S KENWOOD RD , TEXARKANA, TX 75501-3156	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$190.54

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	7	$13.00	$91.00
	User Extension - Basic	7	$14.22	$99.54
			Total	$190.54

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Location Detail

Location Name	City of Texarkana Sign and Signal 921 Spruce St	Account Number	217783722
Location Address	921 SPRUCE ST , TEXARKANA, TX 75501-5123	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$81.66

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	3	$13.00	$39.00
	User Extension - Basic	3	$14.22	$42.66
			Total	$81.66

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

SERVICE AGREEMENT

Location Detail

Location Name	City of Texarkana 901 Oak St	Account Number	217783719
Location Address	901 OAK ST , TEXARKANA, TX 75501-	Service Order Type	Existing Customer

Total One-Time Charges:	Total Recurring Charges:
$0.00	$136.10

Monthly Recurring Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Long Distance Block of Time - Unlimited	1	$0.00	$0.00
	18-Key Color LCD (6920) phone rental	5	$13.00	$65.00
	User Extension - Basic	5	$14.22	$71.10
			Total	$136.10

One-Time Charges

Product		Qty.	Unit Price	Total Price
OfficeSuite UC				
	Equipment Installation Charges	1	$0.00	$0.00
			Total	$0.00

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

Letter of Agency

Contact Name: DAVID ORR	Company Name: City of Texarkana
Billing Address: 220 Texas Blvd	
City, State, Zip: Texarkana, TX 75501	
Current Carrier:	Order Date: 12/15/22

Authorization to Change Service Provider(s)

On behalf of the Company, I hereby authorized Windstream Communications ("Windstream") and its operating affiliates* listed on Exhibit A to change my Company's provider(s) for the following services from my current telecommunications carrier(s) to Windstream for each of the telephone numbers listed below. Check all applicable services:

	Local
	Intrastate, IntraLATA Long Distance Service (also known as local toll)
	Interstate, InterLATA and International Long Distance

I represent that I am at least eighteen years of age and that I have the authority to change telecommunications carriers for each of the telephone numbers identified below. I understand that I have the right to obtain telecommunications services individually. I also understand that I may designate only one local exchange carrier, one intraLATA carrier, and one interLATA carrier per telephone number.

I choose Windstream to act as my agent to carry out the change(s) and authorize Windstream to handle on my behalf all arrangements, including ordering, changing, and/or maintaining my service, with my local telephone company(s), interexchange carriers, equipment vendor(s), and consultant(s). By designating Windstream to act as my agent, I do not permit Windstream to change my service to a carrier other than Windstream. I understand, that there may be a fee to change from the Company's current telecommunications carrier(s) to Windstream.

Telephone Numbers:

I authorize Windstream to issue all necessary instructions on my behalf and confirm that my preferred provider for the telecommunications service(s) checked above will be changed for the telephone number(s) specified above. This agreement will remain in effect until revoked in writing by the Company.

Company Signature: _____ Date: 12/15/22

*Business Telecom of Virginia, Business Telecom, Cavalier Telephone Mid-Atlantic, Cavalier Telephone, Choice One Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New York, Ohio, Pennsylvania, or Rhode Island), Connecticut Broadband, Connecticut Telephone & Communication Systems, Conversent Communications (of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island, or Vermont), CTC Communications, CTC Communications of Virginia, DeltaCom Business Solutions, DeltaCom, Windstream New Edge, LLC, Windstream FiberNet, LLC, Georgia Windstream, Intellifiber Networks, LDMI Telecommunications, Lightship Telecom, McLeodUSA Telecommunications Services, Nebraska Windstream, Network Telephone, NuVox (Arkansas or Indiana), Oklahoma Windstream, PAETEC Communications of Virginia, PAETEC Communications, Talk America of Virginia, Talk America, Texas Windstream, The Other Phone Company, US LEC Communications, US LEC (of Alabama, Florida, Georgia, Maryland, North Carolina, Pennsylvania, South Carolina, Tennessee, or Virginia), US Xchange (of Illinois, Indiana, Michigan, or Wisconsin), Windstream Communications Southwest, Accucomm Telecommunications, Alabama, Arkansas, Buffalo Valley, Communications Kerrville, Communications Telecom, Communications, Concord Telephone, Conestoga, D&E Systems, D&E, Direct, EN-TEL, Florida, Georgia Communications, Georgia Telephone, Georgia, Iowa Communications, Iowa-Comm, IT-Comm, KDL, KDL-VA, Kentucky (East or West), Kerrville Long Distance, Lakedale Link, Lakedale, Lexcom Communications, Lexcom Long Distance, Mississippi, Missouri, Montezuma, Norlight, North Carolina, NorthStar, NTI, Windstream of the Midwest, Ohio, Oklahoma, Pennsylvania, South Carolina, Southwest Long Distance, Standard, Sugar Land, Systems of the Midwest, or Western Reserve), or Windstream NuVox (of Indiana, Kansas, Missouri, Ohio, and Oklahoma)

DO

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

kinetic business

Windstream VoIP 911 Disclosure

Windstream and its affiliates (collectively, "WIN") are subject to an FCC requirement to provide notification of any E911 limitations that may be associated with the service provided to your company. There are critical differences between traditional telephone service and WIN VoIP Services:

- 911 emergency services will not be available in the event of a power failure.
- 911 emergency services will not be available in the event of an internet failure.
- There are severe limitations (details below) to 911 emergency services if you move your phone from its registered location

Loss of 911 services due to power failure or Internet connection failure:
Historically, telephone service has been powered by electrical power within the telephone network. If you subscribe to WIN VoIP Services, power is supplied directly from the premise in which you are operating the telephone.

- In the event of a commercial power outage, and if your building does not have a back-up power system, your telephone service, including 911, will not function until power is restored.
- Loss of power to your broadband gateway (through which your service is provided) will cause a loss of telephone and 911 services.
- Any internet connection failure, including a suspension for nonpayment, will cause a loss of telephone and 911 services.

WIN recommends that you always have an alternative means of accessing 911 during a power failure or internet connection failure such as a basic business or copper line (non-VoIP line) for elevator, alarm, and other critical functions.

To ensure that 911 calls are properly routed:

- **Do not move the equipment installed at your premise to another location.** Use of the telephone service at another location will prevent E911 service (the ability of the 911 operator to automatically determine your location) from working. If you move equipment provided as part of the WIN VoIP Service to another location, you must update your service address with WIN prior to using the service from a different location. Use of your equipment at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services.
- **If you have users that will be using devices such as software telephones that are installed on mobile personal computers, laptops, smart phones, netbooks and any other mobile VoIP supported device that is intended to be mobile with WIN service**, you must update your service address prior to using the service from a different location in order for your current location to be transmitted automatically and accurately to emergency services. Use of your software telephone at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying or preventing emergency services
- **Always state the telephone number and address that you are calling from to the 911 operator.** The 911 operator receiving the emergency call may not be able to automatically identify your phone number and physical location and be able to call you back if the call is disconnected, therefore you must specify the exact location of the emergency and the telephone number from which you are calling.
- **Contact WIN when you plan to move your service address: WIN customers should contact the WIN Business Center at 1-800-600-5050, Windstream New Edge (formerly EarthLink Business) customers should contact Customer Care at 1-800-239-3000 and Broadview customers should contact the OfficeSuite® Support Center at 1-800-623-VOIP (8647).** Since your WIN VoIP Services will not provide 911 services from another location, you must notify WIN before you move the registered location of your service.

To help remind you about the availability of 911 emergency service and its limitations with WIN VoIP Services, we will provide stickers to be placed on or near all of your telephones and devices.

To Report a Change to Your Service Location:

- WIN Customers - Contact Customer Service at 1-855-361-7792.
- Windstream New Edge Customers - Contact Customer Care at 1-800-239-3000.
- Legacy Broadview Customers - Contact the OfficeSuite® Support Center at 1-800-623- VOIP (8647). For Broadview customers with PC/Softphone service, you may also update your address when prompted upon login
- For Customers with Windstream Hosted Communications - Contact WHC Repair at 1- 855-759-7420. Customers using Windstream Hosted Communications on a smart phone may also access the Windstream Hosted Communications Client Software application to update.
- Legacy MassComm Customers – Contact your Account Manager directly or use 1-866- 791-6277.

Customer Affirmation of Notification

I have read the above notice and understand that there are critical differences between 911 service with WIN VoIP Services and traditional telephone service. I assume all responsibility and risk of harm, loss, or damage in the event that 911 service fails as a result of a power outage or Internet outage, in the event I fail to update my service address with WIN if I use the service from a different location or in the event I do not provide the address, correct address, extension or other information to emergency authorities.

DAVID ORR
Printed Name

Signature

210154294
Account Number

12/15/22
Date

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

Attachment: 2022-152 RES Windstream Kinetic VOIP contract signed (3897 : 2022-152 RES Windstream Kinetic VOIP Service Contract)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/5/2022 2:56 PM

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

Subject: Resolution No. 2022-151 appointing a Mayor Pro Tem beginning December 12, 2022, until such time the City Council elects a successor Mayor Pro Tem.

Briefing: 12/12/2022 **Public Hearing:** **Council Vote:** 12/12/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

In accordance with the annual council review for board appointments, Article II, Section 4 of the city charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence of disability of the Mayor. The city charter provides for the election of the Mayor Pro Tem from among the council members.

The duties and responsibilities of the Mayor Pro Tem shall become effective immediately upon the passage and approval of this Resolution until such time the City Council elects a successor mayor pro tem.

Potential Options:

- To select a new Mayor Pro Tem
- To not select a new Mayor Pro Tem

Fiscal Implications:

None

Staff Recommendation:

Staff recommends the election of a Mayor Pro Tem in accordance with the provisions of the city charter.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-151 RES Mayor Pro Tem (2022) jcl rev (DOC)
b. 2022-151 Goals & Perspectives (DOCX)
c. 2022-151 RES Mayor Pro Tem signed (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	11/30/2022 4:00 PM
City Manager	David Orr	City Manager Review	Completed	12/07/2022 1:49 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022 – 151

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

WHEREAS, Article II, Section 4 of the City Charter of the City of Texarkana, Texas, provides that the City Council "shall elect a mayor pro tem who shall act as mayor during the absence of or disability of the Mayor"; and

WHEREAS, Article II, Section 4 of the City Charter also provides that "[t]he mayor pro tem shall be elected from among" the councilmembers.

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

SECTION 1: Pursuant to Article II, Section 4 of the City Charter, the City Council elects the following councilmember as Mayor Pro Tem:

_____.

SECTION 2: The duties and responsibilities of the Mayor Pro Tem shall become effective immediately upon the passage and approval of this Resolution until such time the City Council elects a successor mayor pro tem.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-151 RES Mayor Pro Tem (2022) jcl rev (3887 : 2022-151 RES Appointing a Mayor Pro Tem)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-151 Goals & Perspectives (3887 : 2022-151 RES Appointing a Mayor Pro Tem)

RESOLUTION NO. 2022 – 151

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

WHEREAS, Article II, Section 4 of the City Charter of the City of Texarkana, Texas, provides that the City Council "shall elect a mayor pro tem who shall act as mayor during the absence of or disability of the Mayor"; and

WHEREAS, Article II, Section 4 of the City Charter also provides that "[t]he mayor pro tem shall be elected from among" the councilmembers.

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

SECTION 1: Pursuant to Article II, Section 4 of the City Charter, the City Council elects the following councilmember as Mayor Pro Tem:

JEAN MATLOCK.

SECTION 2: The duties and responsibilities of the Mayor Pro Tem shall become effective immediately upon the passage and approval of this Resolution until such time the City Council elects a successor mayor pro tem.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:27p.m.

Attachment: 2022-151 RES Mayor Pro Tem signed (3887 : 2022-151 RES Appointing a Mayor Pro Tem)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/5/2022 8:05 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-153 rezoning on a portion of a 4.60-acre tract of land (being Tract 19), J. W. Lane HRS, A-345, located at 6500 Summerhill Road from Office to General Retail. William Davis Trust, owner, Josh Davis, and David Williams, MTG Engineers and Surveyors, agents.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by William Davis Trust, owner, Josh Davis, and David Williams, MTG Engineers and Surveyors, agents, to rezone a portion of a 4.6-acre tract of land (being Tract 19) in the J.W. Johnson HRS, A-345, located at 6500 Summerhill Road from Office to General Retail. The property is currently leased office space and a Gymnasium. This property is known as Crown Executive Center. The proposed use is lease space for hot yoga and/or office space.

The Future Land Use Map has designated this property as “High Density Residential”.

The adjacent zoning is Multiple Family-2 to the north, Agriculture to the south, Single Family-1 to the east, and west. The adjacent land use is residential to the north, and west, a cemetery to the south, and vacant land to the east.

Staff recommends for approval of this request.

If a Planned Development is placed on this site, staff recommends restricting the following uses:

Duplexes, apartments, townhouses, hotel/motel, modular or factory fabricated dwellings, fraternity, sorority, carwash, auto laundry, auto parts, minor vehicle repair, gas station, new or used auto sale (indoor/outdoor lot), bakery, furniture or appliance store, hardware store/hobby shop, mini-warehouses, pawn shop, pet shop, restaurant/cafeteria, tattoo studio, tool rental, animal clinic/hospital (no outside/inside pens), green house or nursery, maintenance and service repair for buildings, self-contained aluminum recycling machine.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-153 ORD rezoning a portion 6500 Summerhill Rd (DOCX)
b. 2022-153 EXH 'A' (Legal Description) (PDF)
c. 2022-153 ATTH 01 (Maps) (PDF)
d. 2022-153 ATTH 02 (Letter of Opposition) (PDF)
e. Goals & Perspectives (DOCX)

Staff Coordination

Building Code Administration		Mashell Daniel	Reviewer	Completed 12/02/2022 4:39 PM
City Manager	David Orr	Reviewer	Completed	12/02/2022 4:45 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

Z-22-08

ORDINANCE NO. 2022-153

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 1, J & J SUPREME SUBDIVISION MINOR PLAT, LOCATED AT 6500 SUMMERHILL ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM OFFICE 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 1, J & J Supreme Subdivision Minor Plat (**Exhibit 'A'**), located at 6500 Summerhill Road in the City of Texarkana, Bowie County, Texas, from **Office 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 have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Office to Planned Development General Retail on Lot 1, J & J Supreme Subdivision Minor Plat (Exhibit 'A'), located at 6500 Summerhill Road** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Office 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 1, J & J Supreme Subdivision Minor Plat (Exhibit 'A'), located at 6500 Summerhill Road** in the City of Texarkana, Bowie County, Texas, from **Office to Planned Development General Retail.**

Attachment: 2022-153 ORD rezoning a portion 6500 Summerhill Rd (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

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

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

SECTION 4: 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 **9th day of January, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-153 ORD rezoning a portion 6500 Summerhill Rd (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

LEGAL DESCRIPTION: ALL OF LOT 1 OF THE J & J SUPREME SUBDIVISION MINOR PLAT IN THE JOHN W. LANE HEADRIGHT SURVEY, ABSTRACT 345, BOWIE COUNTY, TEXAS

LOT SIZE = 0.306 ACRES

CURRENT ZONING = OFFICE
PROPOSED ZONING = PD GENERAL RETAIL

PROPOSED BUILDING SIZE = 2,675 SQ FT

PARKING REQUIRED:
OFFICE - 513.35 SQ FT @ 1 SPACE/300 SQ FT = 2 SPACES
RECREATIONAL - ONE SPACE PER FOUR PERSONS TO BE ACCOMODATED (25 PERSONS) = 7 SPACES
TOTAL PARKING REQUIRED = 9 SPACES

PARKING PROVIDED = 12 SPACES (1 H/C SPACE)

PROPOSED SIGNAGE WILL BE ONE BUILDING MOUNTED SIGN NO LARGER THAN 32 SQ FT.

Attachment: 2022-153 EXH 'A' (Legal Description) (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

6500 Summerhill Rd

Attachment: 2022-153 ATTH 01 (Maps) (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

6500 Summerhill Rd

Attachment: 2022-153 ATTH 01 (Maps) (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

October 10, 2022

Texarkana Planning & Zoning Commission
Texarkana, TX

Re: Case Number Z-22-08

This letter serves as our notice of opposition to the proposed zoning change to "a portion of a 4.6-ace tract of land being Tract 19 J.W. Johnson HRS, A-345" from Office to General Retail (GR). Reasons for our opposition are as follows:

1) Adverse effect on residential property values: according to an Andrew Young School of Policy Studies Research Paper dated 7/21/07; "Retail Proximity and Residential Values or Do Nearby Stores Really Run Down Property Values," it does for those homes located within 200 to 300 feet. (issuelab.org/resources/4941/4941.pdf).

2) Increased traffic outside normal 8 – 5 business hours will negatively impact quality of life for nearby residents.

    a. By definition, businesses zoned as General Retail (GR) create more traffic than businesses zoned as "Office" outside normal business hours when office-type businesses are typically closed. C.S. Gymnastics closes at 8:30 p.m. and there is already a steady stream of traffic exiting Crown Executive Center onto Summerhill Road with lots of headlights shining into our front windows.
    b. Businesses listed as NS (Neighborhood Services) or GR will naturally increase transitory traffic resulting in increased trash and noise. We already experience a great deal of noise from the traffic on Summerhill Road and trash from vehicle traffic is constantly landing on our property.

3) Sets a precedent for future zoning changes on that same tract: once you allow one business or section of land to be zoned NS (Neighborhood Services) or GR (General Retail), it's easier to do it again. We don't want that precedent created.

Beverly Garvin

Chris Garvin
6509 Summerhill Road
973-713-2162

Attachment: 2022-153 ATTH 02 (Letter of Opposition) (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3888 : 2022-153 ORD rezoning O to GR at 6500 Summerhill Rd)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 12/9/2022 3:30 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-154 amending PD-22-2 for site plan approval on Lot 1, J&J Supreme Subdivision Minor Plat, located at 6500 Summerhill Road. Josh Davis, representing William Davis Trust, owner, and David Williams MTG Engineers and Surveyors, agent.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by William Davis Trust, owner, Josh Davis, and David Williams, MTG Engineers and Surveyors, agents, to rezone a portion of a 4.6-acre tract of land (being Tract 19) in the J.W. Johnson HRS, A-345, located at 6500 Summerhill Road from Office to General Retail. The property is currently leased office space and a Gymnasium. This property is known as Crown Executive Center. The proposed use is lease space for hot yoga and/or office space.

The Future Land Use Map has designated this property as “High Density Residential”.

The adjacent zoning is Multiple Family-2 to the north, Agriculture to the south, Single Family-1 to the east, and west. The adjacent land use is residential to the north, and west, a cemetery to the south, and vacant land to the east.

Staff recommends for approval of this request.

If a Planned Development is placed on this site, staff recommends restricting the following uses and restrictions:

Duplexes, apartments, townhouses, hotel/motel, modular or factory fabricated dwellings, fraternity, sorority, carwash, auto laundry, auto parts, minor vehicle repair, gas station, new or used auto sale (indoor/outdoor lot), bakery, furniture or appliance store, hardware store/hobby shop, mini-warehouses, pawn shop, pet shop, restaurant/cafeteria, tattoo studio, tool rental, animal clinic/hospital (no outside/inside pens), green house or nursery, maintenance and service repair for buildings, self-contained aluminum recycling machine.

1. The construction of a 2,675 sq. ft. building.
2. The façade will be brick veneer and EFIS.
3. Twelve parking places including one handicapped space. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
4. One 32 sq. ft. sign on the front of the building. No electronic messaging will be allowed.
5. No dumpster this site will use a polycart.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-154 ORD for site plan approval at 6500 Summerhill Rd (DOCX)
b. 2022-154 EXH 'A' (Site Plan)(PDF)
c. 2022-154 EXH'B' (Legal Description) (PDF)
d. 2022-154 ATTH 01 (Maps) (PDF)
e. 2022-154 ATTH 02 (Floorplan) (PDF)
f. 2022-154 ATTH 03 (Elevations) (PDF)
g. Goals & Perspectives (DOCX)

City of Texarkana, Texas

Staff Coordination

Building Code Administration	12/09/2022 9:11 AM	Jennifer Evans	Reviewer	Skipped
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:17 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

ORDINANCE NO. 2022-154

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-22-1 (GR) FOR SITE PLAN APPROVAL ON LOT 1, J & J SUPREME SUBDIVISION MINOR PLAT, LOCATED AT 6500 SUMMERHILL ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit 'A') on Lot 1, J & J Supreme Subdivision Minor Plat (Exhibit 'B'), located at 6500 Summerhill Road** in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-General Retail [PD-22-2 (GR)], and approval of the site plan **(Exhibit 'A')** would constitute an amendment to PD-22-2 (GR); and

WHEREAS, the proposed use is consistent with the listed uses in the Land Development Code for the zoning classification of 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 this amendment, have given the requisite notices by publication and otherwise, and have afforded and held full and fair hearings to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit 'A')** to the City Council of the City 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 the approval of the site plan for the above described property 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 site plan **(Exhibit 'A') on Lot 1, J & J Supreme Subdivision Minor Plat (Exhibit 'B'), located at 6500 Summerhill Road** in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-22-2 (GR).

SECTION 2: PD-22-2 (GR) is hereby amended by approval of the site plan (**Exhibit 'A'**), incorporated herein by reference for all purposes and includes the following:

Attachment: 2022-154 ORD for site plan approval at 6500 Summerhill Rd (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500

1. A new 2,675 sq. ft. building.
2. The façade will be brick veneer and EFIS.
3. Twelve parking places including one handicapped space. Each parking space must be a minimum of 180 sq. ft. (9'x20' or 10'x18').
4. One 32 sq. ft. sign on the front of the building. No electronic messaging will be allowed.
5. No dumpster.

The following uses are restricted:

Duplexes, apartments, townhouses, hotel/motel, modular or factory fabricated dwellings, fraternity, sorority, carwash, auto laundry, auto parts, minor vehicle repair, gas station, new or used auto sale (indoor/outdoor lot), bakery, furniture or appliance store, hardware store/hobby shop, mini-warehouses, pawn shop, pet shop, restaurant/cafeteria, tattoo studio, tool rental, animal clinic/hospital (no outside/inside pens), green house or nursery, maintenance and service repair for buildings, self-contained aluminum recycling machine.

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

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

SECTION 5: This ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **9th day of January, 2023.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-154 ORD for site plan approval at 6500 Summerhill Rd (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500

2022-154 EXH'A'

REMAINDER OF
CALLED TRACT 1 W/8.893 ACRES
FROM: WILLIAM DAVIS REVOCABLE TRUST
TO: J & J SUPREME PROPERTIES, LLC.
DATED: APRIL 26, 2022
DOCUMENT NO. 2022-00005171
REAL PROPERTY RECORDS
BOWIE COUNTY, TEXAS

ZONING - OFFICE

N13°20'56"W 316.01'

SRM #2

EXISTING C/L FARM-TO-MARKET ROAD 1397 (SUMMERHILL ROAD)

FIRE HYDRANT

STEEL PICKET FENCE W/ BRICK COLUMNS TO REMAIN

8" WATER

PROPOSED WATER SERVICE

SRM #1

POINT OF BEGINNING

N87° 44' 06" E
182.25'

5' BUILDING SETBACK (PER ZONING)

8.97'

18.95'

50.92'

20.73'

34.34'

16.59'

14.79'

55.92'

N13°20'56"W 95.47'

17.91'

S66°44'04"W 59.59'

S87°44'06"W 108.26'

20.00' TYP.

9.00' TYP.

28.00'

11.00'

5.00'

℄

S02°15'54"E 72.33'

LOT NO. 1
0.306 ACRES
13307.73 SQ FT

PROPOSED 4" SEWER SERVICE

ZONING - OFFICE

REMAINDER OF
CALLED TRACT 1 W/8.893 ACRES
FROM: WILLIAM DAVIS REVOCABLE TRUST
TO: J & J SUPREME PROPERTIES, LLC.
DATED: APRIL 26, 2022
DOCUMENT NO. 2022-00005171
REAL PROPERTY RECORDS
BOWIE COUNTY, TEXAS

REMAINDER OF
CALLED TRACT 1 W/8.893 ACRES
FROM: WILLIAM DAVIS REVOCABLE TRUST
TO: J & J SUPREME PROPERTIES, LLC.
DATED: APRIL 26, 2022
DOCUMENT NO. 2022-00005171
REAL PROPERTY RECORDS
BOWIE COUNTY, TEXAS

N

GRAPHIC SCALE 1"=10'
0 10

SITE DATA

LEGAL DESCRIPTION: ALL OF LOT 1 OF THE J & J SUPREME SUBDIVISION MINOR PLAT IN THE JOHN W. LANE HEADRIGHT SURVEY, ABSTRACT 349, BOWIE COUNTY, TEXAS

LOT SIZE = 0.306 ACRES

CURRENT ZONING = OFFICE
PROPOSED ZONING = PD GENERAL RETAIL

PROPOSED BUILDING SIZE = 2675 SQ FT

PARKING REQUIRED:
OFFICE - 513.35 SQ FT @ 1 SPACE/300 SQ FT = 2 SPACES
RECREATIONAL - ONE SPACE PER FOUR PERSONS TO BE ACCOMODATED (25 PERSONS) = 7 SPACES
TOTAL PARKING REQUIRED = 9 SPACES

PARKING PROVIDED = 12 SPACES (1 H/C SPACE)

PROPOSED SIGNAGE WILL BE ONE BUILDING MOUNTED SIGN NO LARGER THAN 32 SQ FT.

MTG engineers & surveyors
5130 SUMMERHILL ROAD
TEXARKANA, TEXAS 75503
P 903.832.8700
F 903.832.8720
TBPE FIRM NO. F-354
AR CON NO. 125
©MTG 2014

STATE OF TEXAS
DAVID A. WILLIAMS
68437
REGISTERED
PROFESSIONAL ENGINEER

11/30/2022

Scale: 1" = 10'
Drawn By: DES
Checked By: DW
File No:

PLANNED DEVELOPMENT SITE PLAN

THRIVE YOGA
TEXARKANA, TEXAS
J & J SUPREME PROPERTIES LLC

Drawing Date: 12/1/2022
Project Number: 226092
Sheet Number: PD 1

K:\2022 Projects\226092 Thrive Yoga\05 Engineering Data\Civil\PD SITE PLAN.pro
Thu Dec 1, 2022 1:15PM

Attachment: 2022-154 EXH 'A' (Site Plan) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)

2022-154 EXH 'B'
PD-22-2 (GR)

EXHIBIT '**B**'

LEGAL DESCRIPTION: ALL OF LOT 1 OF THE J & J SUPREME SUBDIVISION MINOR PLAT IN THE JOHN W. LANE HEADRIGHT SURVEY, ABSTRACT 345, BOWIE COUNTY, TEXAS

LOT SIZE = 0.306 ACRES

CURRENT ZONING = OFFICE
PROPOSED ZONING = PD GENERAL RETAIL

PROPOSED BUILDING SIZE = 2,675 SQ FT

PARKING REQUIRED:
OFFICE - 513.35 SQ FT @ 1 SPACE/300 SQ FT = 2 SPACES
RECREATIONAL - ONE SPACE PER FOUR PERSONS TO BE ACCOMODATED (25 PERSONS) = 7 SPACES
TOTAL PARKING REQUIRED = 9 SPACES

PARKING PROVIDED = 12 SPACES (1 H/C SPACE)

PROPOSED SIGNAGE WILL BE ONE BUILDING MOUNTED SIGN NO LARGER THAN 32 SQ FT.

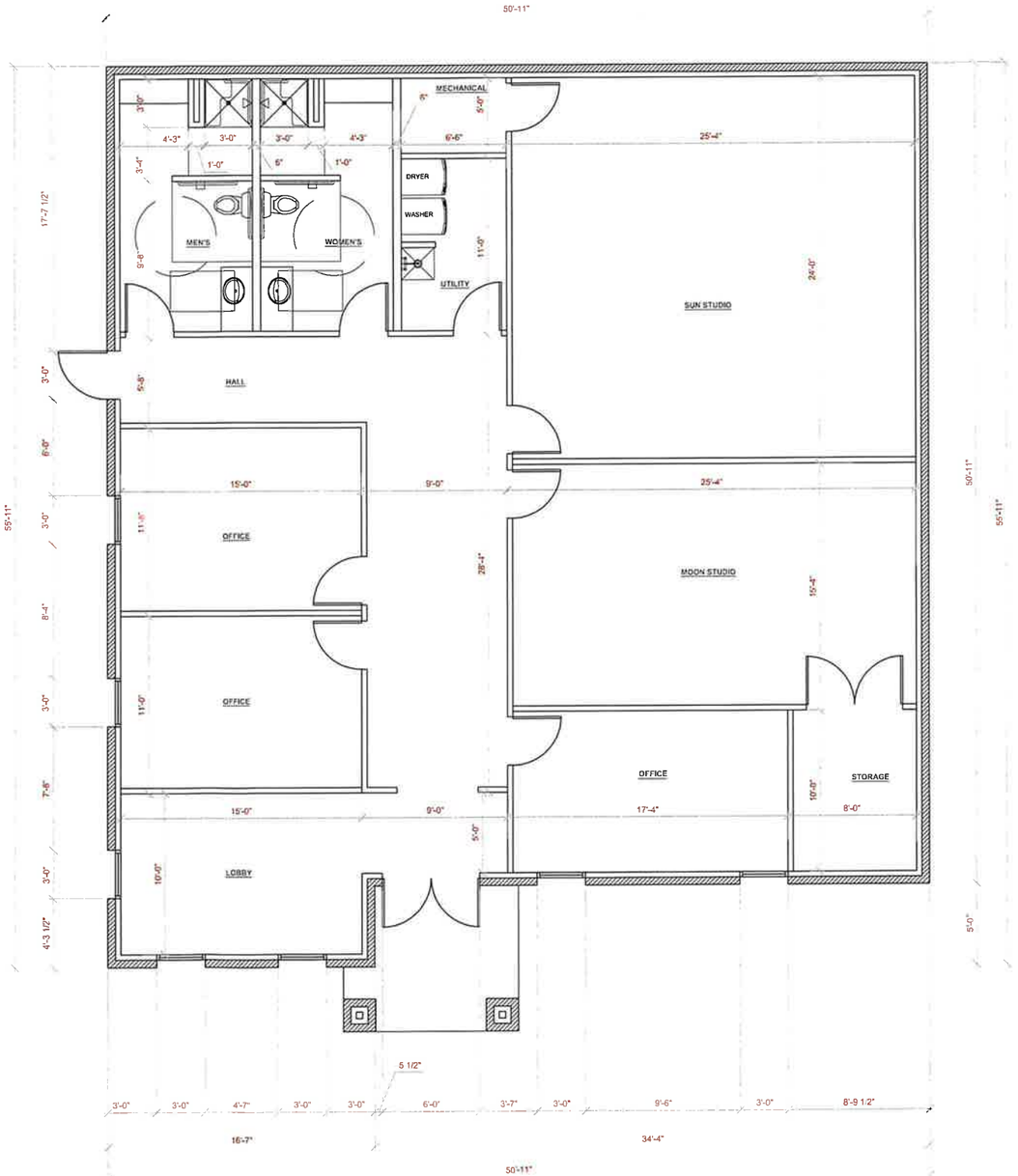
Attachment: 2022-154 EXH'B' (Legal Description) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)

6500 Summerhill Rd

Attachment: 2022-154 ATTH 01 (Maps) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)

6500 Summerhill Rd

Attachment: 2022-154 ATTH 01 (Maps) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)



PROPOSED FLOOR PLAN

1 scale: 1/4" = 1'-0"

FrankieZed Studios, Inc.
P.O. BOX 8028
TYLER, TX 75711
903-525-9564

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

REVISIONS

	DATE	REMARKS
1		
2		
3		
4		
5		
6		

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE FZS AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE FIRM

NEW CONSTRUCTION FOR HOT YOGA

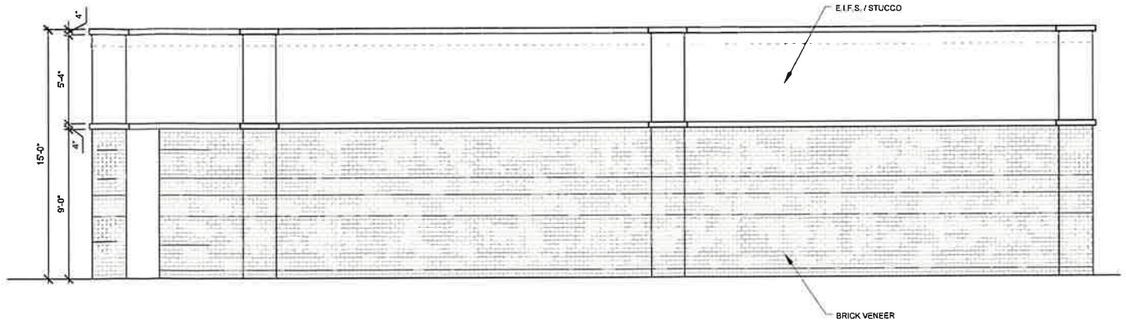
TEXARKANA, TX

Sheet Title
PROPOSED FLOOR PLAN

Date
05/05/22

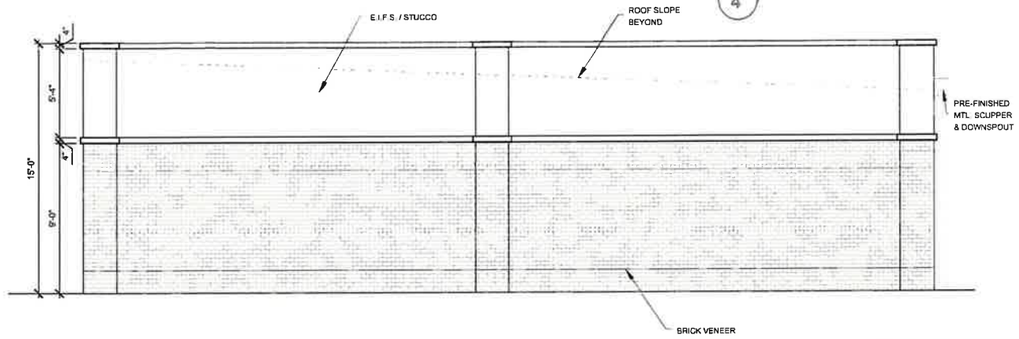
Sheet No.
A2.00

Attachment: 2022-154 ATTH 02 (Floorplan) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)



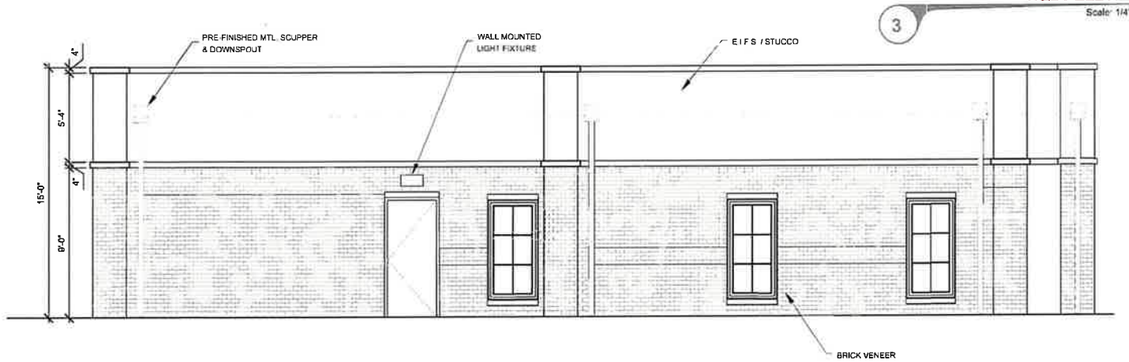
NORTH ELEVATION
Scale: 1/4" = 1'-0"

4



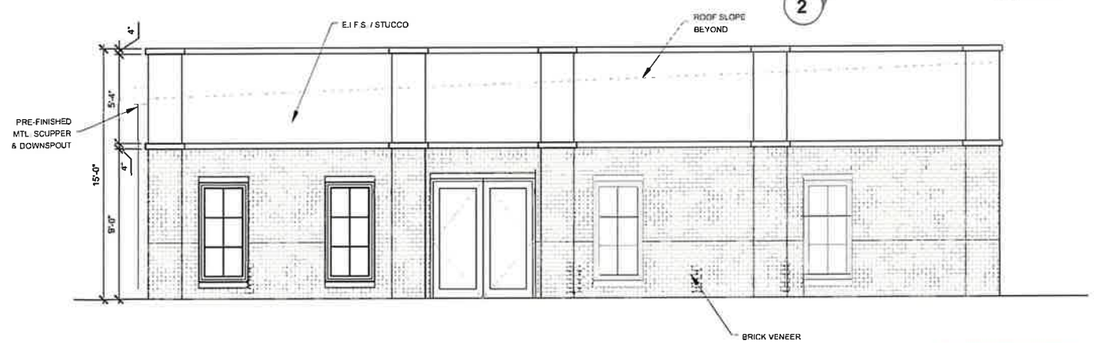
WEST ELEVATION
Scale: 1/4" = 1'-0"

3



SOUTH ELEVATION
Scale: 1/4" = 1'-0"

2



EAST ELEVATION
Scale: 1/4" = 1'-0"

1

FrankieZed Studios, Inc.
P.O. BOX 8028
TYLER, TX 75711
903-525-9564

NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION

REVISIONS

	DATE	REMARKS
1	_/_/_	
2	_/_/_	
3	_/_/_	
4	_/_/_	
5	_/_/_	
6	_/_/_	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREON CONSTITUTE ORIGINAL AND UNPUBLISHED WORK OF THE FZS AND MAY NOT BE DUPLICATED, USED OR DISCLOSED WITHOUT WRITTEN CONSENT OF THE FIRM

NEW CONSTRUCTION FOR THRIVE HOT YOGA
6500 SUMMERHILL RD.
TEXARKANA, TX

Sheet Title
EXTERIOR ELEVATIONS

Date
05/05/22

Sheet No.
A4.0

Attachment: 2022-154 ATTH 03 (Elevations) (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3889 : 2022-154 ORD Amendment to PD-22-2 site plan approval 6500 Summerhill Rd)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 12/5/2022 8:09 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-155 granting a Specific Use Permit to allow a single wide HUD code manufactured home on an approximate 0.36-acre tract of land (being Tract 58), Grandview Addition TR 4, located at 3207 Montgomery Street. Shuemekia and Robert Blackwell, owners.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Shuemekia and Robert Blackwell, owners, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on an approximate 0.36-acre tract of land (being Tract 58), Grandview Addition TR 4, located at 3207 Montgomery Street. This is currently vacant land.

The adjacent zoning is Single Family-3 to the north, east, and west and Single Family-2 to the south. The adjacent land use is vacant land is residential to the north and east and vacant land to the south and west.

The Future Land Use Map designates this property as “Neighborhood Residential”.

The City’s Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommends for approval of this request with the following stipulations:

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.

4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-155 ORD granting SUP for HUD code mnfctrd home 3207 Montgomery (DOCX)
b. 2022-155 ATTH 01 (Maps) (PDF)
c. Goals & Perspectives (DOCX)

Staff Coordination

Planning & Zoning Commission	Laura Puckett	Department Head Review	Completed 12/05/2022 10:07 AM
Building Code Administration	Jennifer Evans	Reviewer	Skipped 12/09/2022 9:11 AM
Building Code Administration	Jennifer Evans	Review	Skipped 12/09/2022 9:12 AM

City Manager 9:17 AM	David Orr	Reviewer	Completed	12/09/2022
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	12/12/2022

Meeting History

S-766

ORDINANCE NO. 2022-155

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-766 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON AN APPROXIMATE 0.36-ACRE TRACT OF LAND (BEING TRACT 58), GRANDVIEW ADDITION TR4, LOCATED AT 3207 MONTGOMERY STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on an **approximate 0.36-acre tract of land (being Tract 58), Grandview Addition TR 4, located at 3207 Montgomery Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** 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 to grant **Specific Use Permit Numbered S-766 for the location of a HUD code manufactured home on an approximate 0.36-acre tract of land (being Tract 58), Grandview Addition TR 4, located at 3207 Montgomery Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-155 ORD granting SUP for HUD code mnfctrd home 3207 Montgomery (3890 : 2022-155 ORD SUP HUD code mnfctrd 3207

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

SECTION 5: 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 **9th day of January, 2023.**

ATTEST:

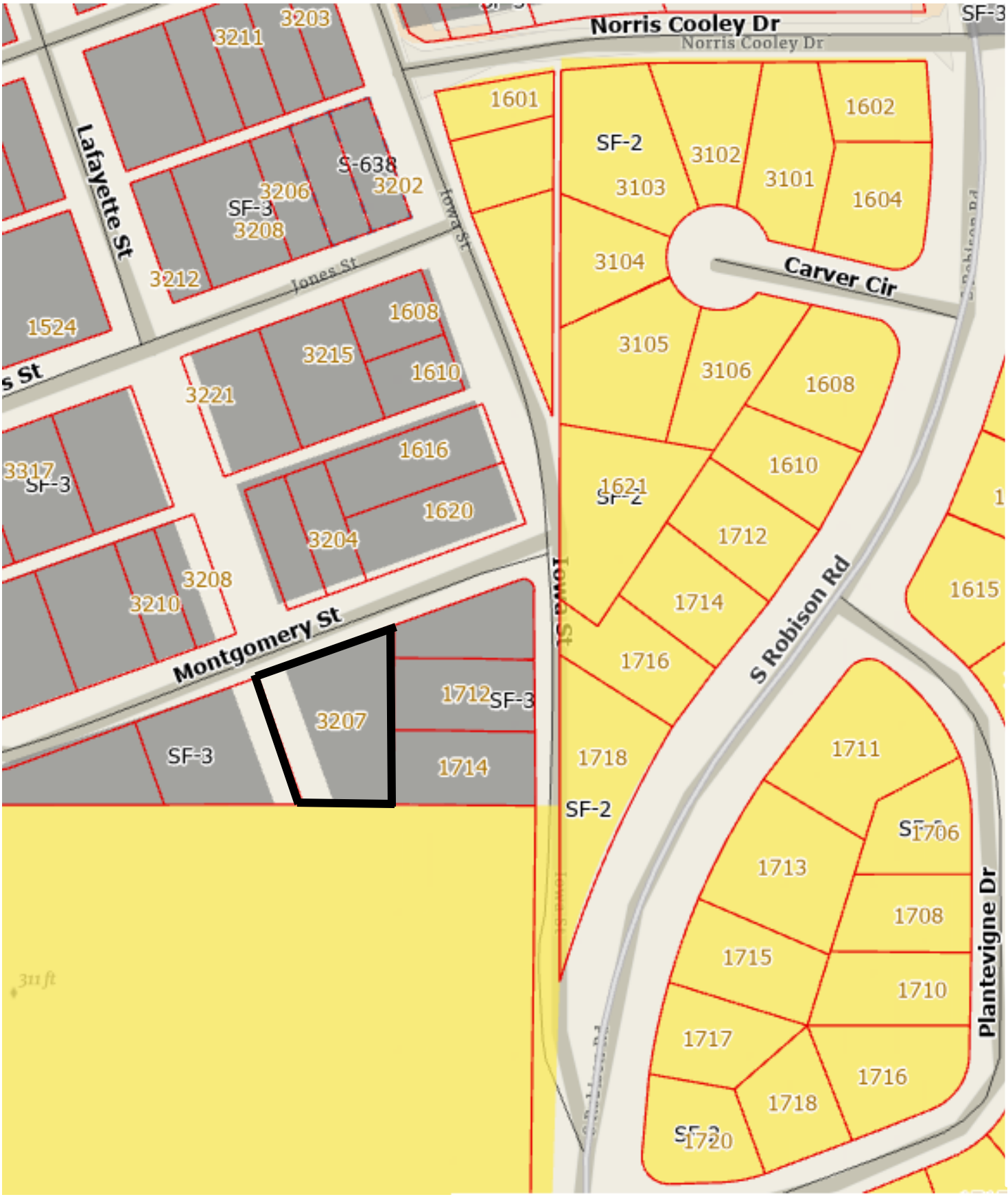
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-155 ORD granting SUP for HUD code mnfctrd home 3207 Montgomery (3890 : 2022-155 ORD SUP HUD code mnfctrd 3207

2022-155 ATTH 01
S-766

3207 Montgomery Street



Attachment: 2022-155 ATTH 01 (Maps) (3890 : 2022-155 ORD SUP HUD code mnfctrd 3207 Montgomery)

2022-155 ATTH 01
S-766

3207 Montgomery Street

Attachment: 2022-155 ATTH 01 (Maps) (3890 : 2022-155 ORD SUP HUD code mnfctrd 3207 Montgomery)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3890 : 2022-155 ORD SUP HUD code mnfctrd 3207 Montgomery)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 12/9/2022 3:31 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-156 rezoning Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street from Single Family-2 to Single Family-3. William Matlock, owner.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by William Matlock, owner, to rezone Lots 9 and 10, Block 13 Sanders Addition, located at 2413 Bryan Street from Single Family-2 to Single Family-3. The property is currently vacant land. The proposed use is a single wide HUD code manufactured home.

The adjacent zoning is Single Family-2 to the north, south, west, and Commercial to the east. The adjacent land use is residential to the north, south, west, and vacant land to the east.

The Future Land Use Map designates this property as “Neighborhood Residential”.

The City’s Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 (SF-3) zoning district along with the approval of a Specific Use Permit.

There are several lots in this area that are zoned SF-3. HUD code double wide manufactured housing looks like some of the existing frame pier and beam houses in the area. This type housing could also be a revitalization housing alternative to traditional site-built homes. Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-156 ORD rezoning from SF-2 to SF-3 at 2413 Bryan St. (DOCX)
b. 2022-156 ATTH 01 (Maps) (PDF)
c. 2022-156 ATTH 02 (Opposition Letter) (PDF)
d. 2022-156 ATTH 03 (Opposition Letter 2) (PDF)
e. Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	12/06/2022 10:33 AM
Building Code Administration	Jennifer Evans	Reviewer	Skipped	12/09/2022 9:12 AM
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:17 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

Z-22-19

ORDINANCE NO. 2022-156

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 9 AND 10, BLOCK 13, SANDERS ADDITION, LOCATED AT 2413 BRYAN STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Single Family-3 on Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3.**

Attachment: 2022-156 ORD rezoning from SF-2 to SF-3 at 2413 Bryan St. (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

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

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

SECTION 4: 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 **9th day of January, 2023.**

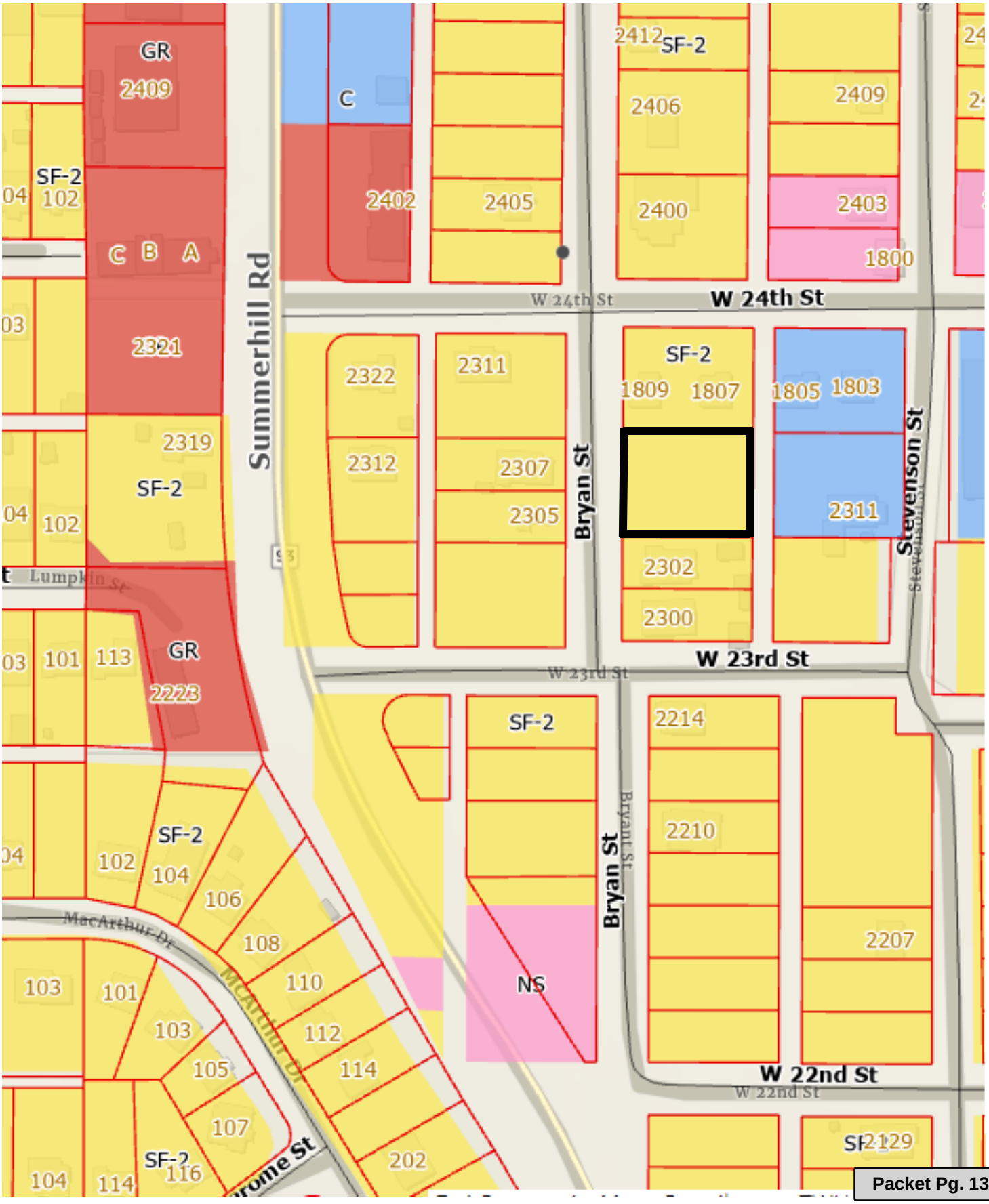
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-156 ORD rezoning from SF-2 to SF-3 at 2413 Bryan St. (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

2413 Bryan Street



Attachment: 2022-156 ATTH 01 (Maps) (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

2022-156 ATTH 01

Z-22-19

2413 Bryan Street

Attachment: 2022-156 ATTH 01 (Maps) (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

From: Perry Blake
To: TEX-Puckett, Laura
Subject: Rezoning Proposal (2413 Bryan Street Texarkana, TX 75501)
Date: Sunday, November 6, 2022 11:28:28 AM

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

To Whom it may concern,

I am Perry Blake I own the property at 2405 Bryan Street. I am writing in opposition of the rezoning proposals (1. Case number, S767 - Specific Use Permit to allow the location of a single wide HUD code manufactured home. (2. Case number Z-22-19 Zoning Change, from Single family-2 to Single family -3.

I vehemently oppose these proposals for the following reasons:

1. The introduction of a number of mobile homes in this community will serve to decrease the property values in an already low valued community. This measure will ensure that property values will remain depressed and give it no opportunity to increase. I fear the economic impact on this community becoming a "trailer park" will be irreversible. You will be doing a disservice to the families that have been a part of this community for generations. To see their community become even more economically painted into a depressed state of affairs due to this change would be devastating.

2. Also, it is my fear that the introduction these trailers into the community would introduce a human element that would increase the potential uptick in crime in the community. This is a neighborhood, that although it is not economically affluent is not one that is fraught with crime in great volume. It has its issues as do most poor communities. We are poor but we are proud and take care of what little we have. I do not want to see this neighborhood become a haven for those who have the potential to drag this community into chaos. I am not saying that all people who live in trailers are or will become criminals. I am only speaking to the opportunity for circumstances to devolve into what I fear the most.

3. If we can continue to keep this area as it is, the opportunity for economic revitalization still exists. The opportunity to build homes in this neighborhood can help to increase the value of properties in the area. It can help to bring new energy and affluence to those who reside there and those who are looking for a place to call home. The introduction of one trailer can lead to a multiple trailers in that same area. I do not want to see this happen.

Thank you for consideration in this matter.

Perry Phillip Blake

Attachment: 2022-156 ATTH 02 (Opposition Letter) (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

From: Crystal Burris
To: TEX-Puckett, Laura
Subject: Rezoning of Lots 9&10, block 13, Sanders Addition 2413 Bryan Street Case Z-22-19 and S-767
Date: Monday, November 7, 2022 10:12:53 AM

CAUTION: This email originated from outside our email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Planning and Zoning Committee,

I am concerned the rezone will change the character of the neighborhood, possibly leading to more people, traffic, safety issues, and noise, as well as a reduction in property values.

There does not seem to be a change in circumstances or that a mistake was made when the property was originally zoned so, if there was no mistake made when the neighborhood was originally zoned, and there is sufficient land elsewhere for high density residential use, the fact the applicant wants to develop a specific piece of property should not be enough to justify a zone change, since there is no need to rezone the neighborhood.

Has the applicant shown that the zone changes will not result in property values going down or that this change will not interfere with existing development. If not, the rezoning is not consistent with other residential uses. Also, with no public services in this area and there are other parts of the town that can support this type of development I feel the proposed change should be denied. This is an elderly neighborhood and I fear the additional traffic and possible crime will serve to decrease the property value in an already depressed community.

Thanks in advance for your cooperation.

Crystal D. Burris
Owner, 2300 Bryan Street

Attachment: 2022-156 ATTH 03 (Opposition Letter 2) (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3891 : 2022-156 ORD rezoning SF-2 to SF-3 2413 Bryan St)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/6/2022 1:58 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-157 granting a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street. William Matlock, owner.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by William Matlock, owner, for a Specific Use Permit to allow the location of a single wide HUD code manufactured home on Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street. This is currently vacant land.

The adjacent zoning is Single Family-2 to the north, south, and west and Commercial to the east. The adjacent land use is residential to the north, south, west, and vacant land to the east.

The Future Land Use Map designates this property as “Neighborhood Residential”.

The City’s Zoning Ordinance was amended to comply with the state law in 2002, requiring that all manufactured housing be HUD code building standard. This amendment also stipulated that all HUD code manufactured homes inside the city limits be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Staff recommends for approval of this request with the following stipulations:

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.

5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-157 ORD granting SUP HUD code mnfctrd home 2413 Bryan St (DOCX)
b. 2022-157 ATTH 01 (Maps) (PDF)
c. Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	12/06/2022 10:30 AM
Building Code Administration		Jennifer Evans	Reviewer	Skipped 12/09/2022 9:12 AM
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:17 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

S-767

ORDINANCE NO. 2022-157

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-767 TO ALLOW THE LOCATION OF A HUD CODE MANUFACTURED HOME ON LOTS 9 AND 10, BLOCK 13, SANDERS ADDITION, LOCATED AT 2413 BRYAN STREET IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a HUD code manufactured home on **Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a HUD code manufactured home** 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 to grant **Specific Use Permit Numbered S-767 for the location of a HUD code manufactured home on Lots 9 and 10, Block 13, Sanders Addition, located at 2413 Bryan Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-157 ORD granting SUP HUD code mnfctrd home 2413 Bryan St (3892 : 2022-157 ORD SUP HUD code mnfctrd 2413 Bryan)

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one 2016 or newer single wide HUD code manufactured home be allowed on this property.
2. That the single wide HUD code manufactured home be tied down/skirted/underpinned.
3. That the single wide HUD code manufactured home be used for dwelling purposes only, human occupancy only.
4. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
5. That if the HUD code manufactured home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.
6. That all driveways, parking, building codes/setbacks, engineered foundation, platting and flood plain requirements must be in accordance with the City of Texarkana, Texas codes.

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

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

SECTION 5: 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 **9th day of January, 2023.**

ATTEST:

_____ _____

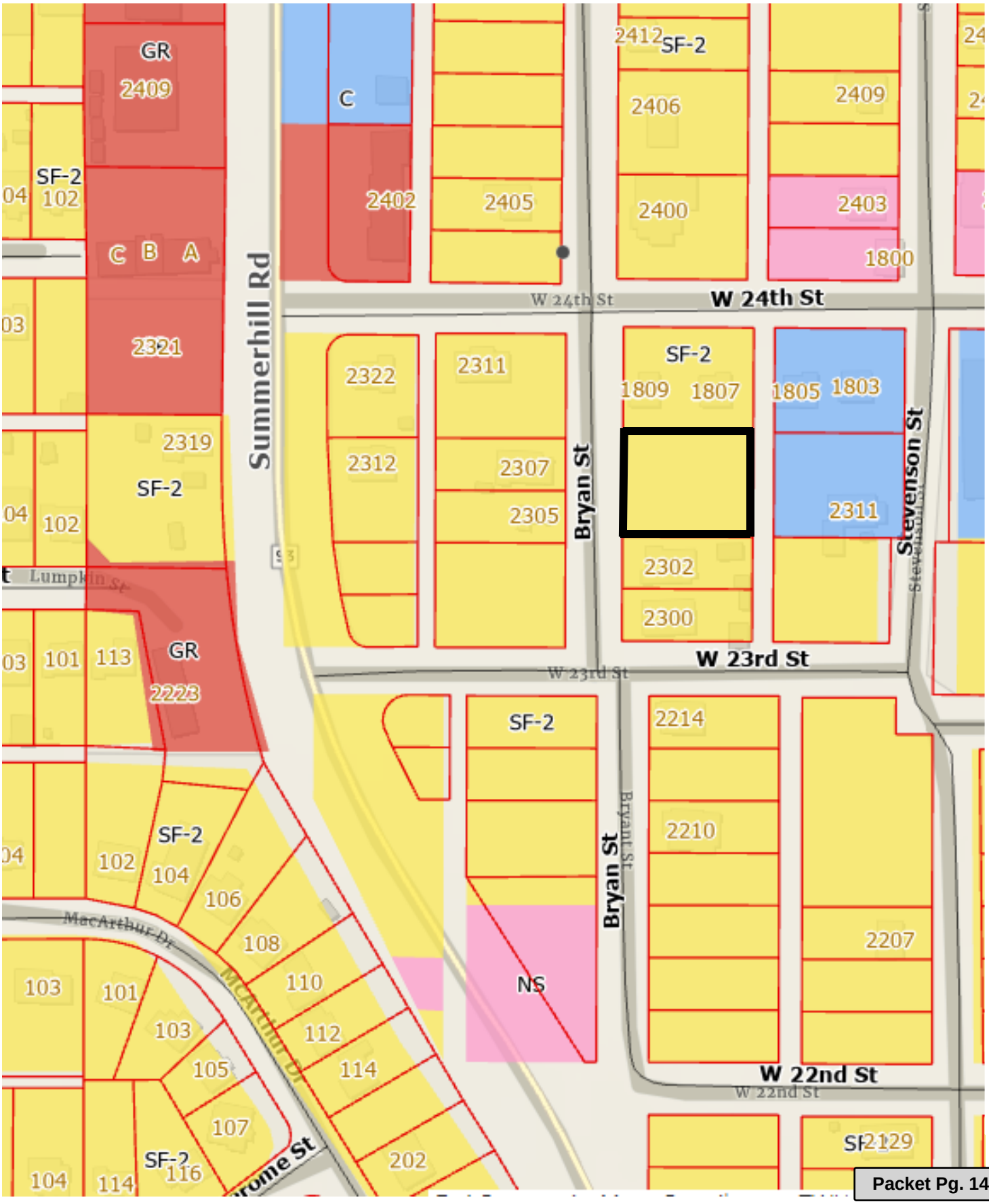
JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-157 ORD granting SUP HUD code mnfctrd home 2413 Bryan St (3892 : 2022-157 ORD SUP HUD code mnfctrd 2413 Bryan)

2022-157 ATTH 01

S-767

2413 Bryan Street



Attachment: 2022-157 ATTH 01 (Maps) (3892 : 2022-157 ORD SUP HUD code mnfctrd 2413 Bryan)

2022-157 ATTH 01

S-767

2413 Bryan Street

Attachment: 2022-157 ATTH 01 (Maps) (3892 : 2022-157 ORD SUP HUD code mnfctrd 2413 Bryan)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3892 : 2022-157 ORD SUP HUD code mnfctrd 2413 Bryan)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/6/2022 2:01 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-158 rezoning Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street. Larry Rose, owner.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Larry Rose, owner, to rezone Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street from Single Family-2 to Single Family-3. The property is currently vacant land. The proposed use is a pre-fabricated/factory fabricated home.

The adjacent zoning is Single Family-2 to the south and east, and Commercial to the west, and Industrial-2 to the north. The adjacent land use is residential to the south, vacant land to the east and west and factory to the north.

The Future Land Use Map designates this property as “Industrial”.

Prefabricated/factory fabricated homes inside the city limits must be placed in the Single Family-3 zoning district along with the approval of a Specific Use Permit.

Therefore, staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-158 ORD rezoning from SF-2 to SF-3 at 3515 Waco St (DOCX)
b. 2022-158 ATTH 01 (Maps) (PDF)
c. Goals & Perspectives (DOCX)
d. 2022-158 ATTH 02 (Spec Sheets) (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	12/06/2022 10:30 AM
Building Code Administration	Jennifer Evans	Reviewer	Skipped	12/09/2022 9:13 AM
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:17 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

Z-22-20

ORDINANCE NO. 2022-158

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, TWO STATES ADDITION, LOCATED AT 3515 WACO STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM SINGLE FAMILY-2 TO SINGLE FAMILY-3; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Single Family-2 to Single Family-3 on Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-2 to Single Family-3** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street** in the City of Texarkana, Bowie County, Texas, from **Single Family-2 to Single Family-3.**

Attachment: 2022-158 ORD rezoning from SF-2 to SF-3 at 3515 Waco St (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)

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

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

SECTION 4: 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 **9th day of January, 2023.**

ATTEST:

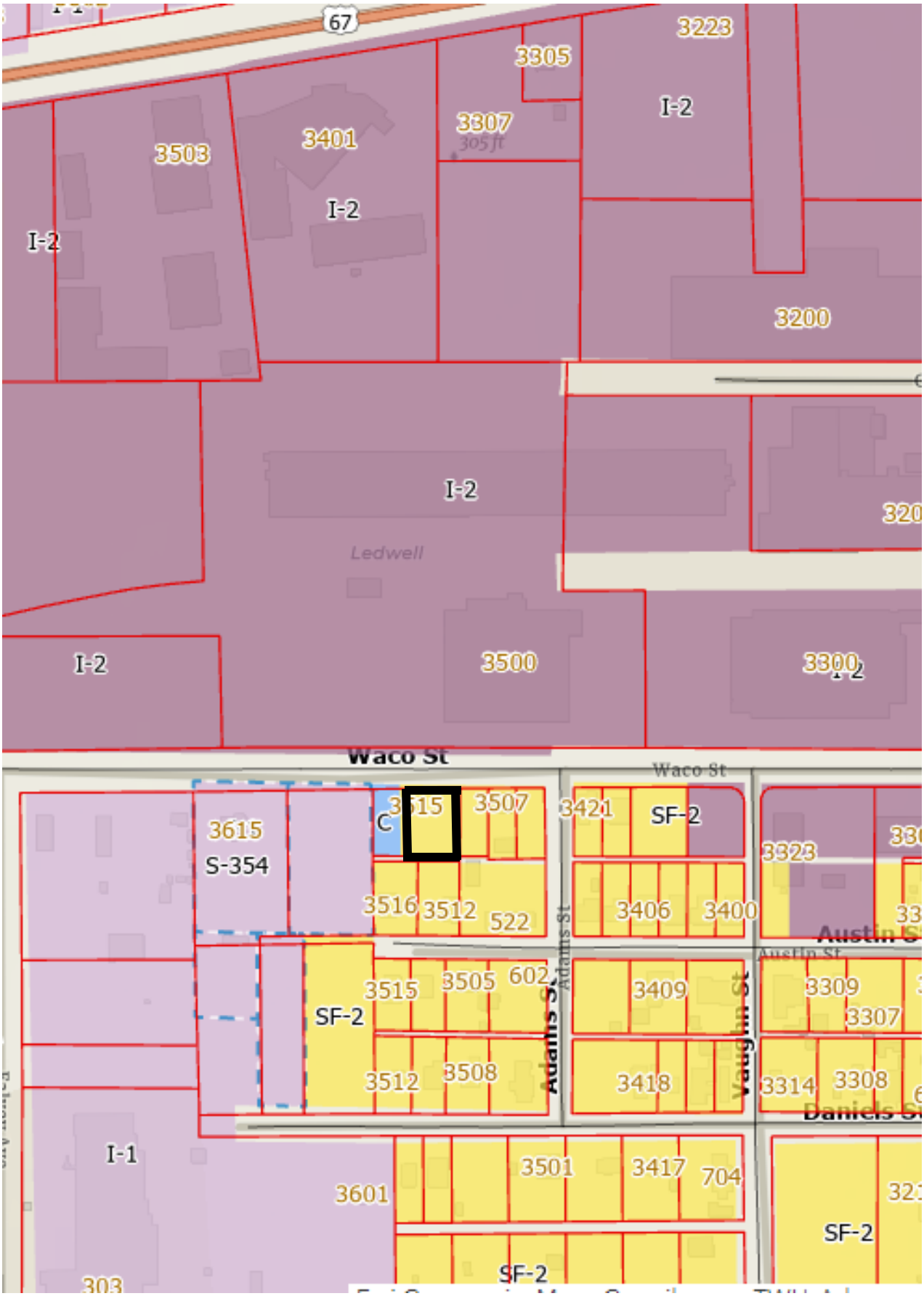
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-158 ORD rezoning from SF-2 to SF-3 at 3515 Waco St (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)

2022-158 ATH 01
Z-22-20

3515 Waco Street



Attachment: 2022-158 ATTH 01 (Maps) (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)

2022-158 ATH 01
Z-22-20

3515 Waco Street

Attachment: 2022-158 ATTH 01 (Maps) (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)

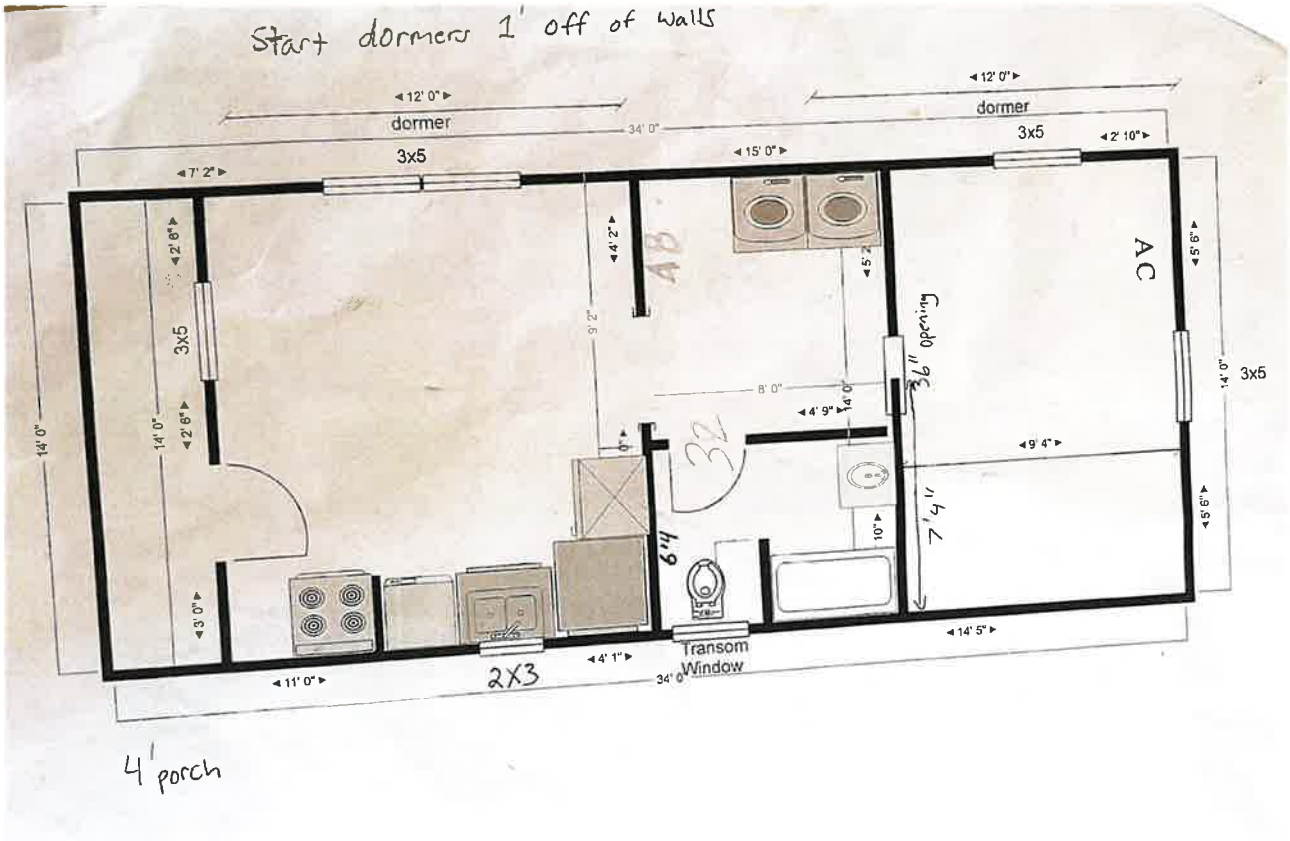
City of Texarkana, Texas

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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:			

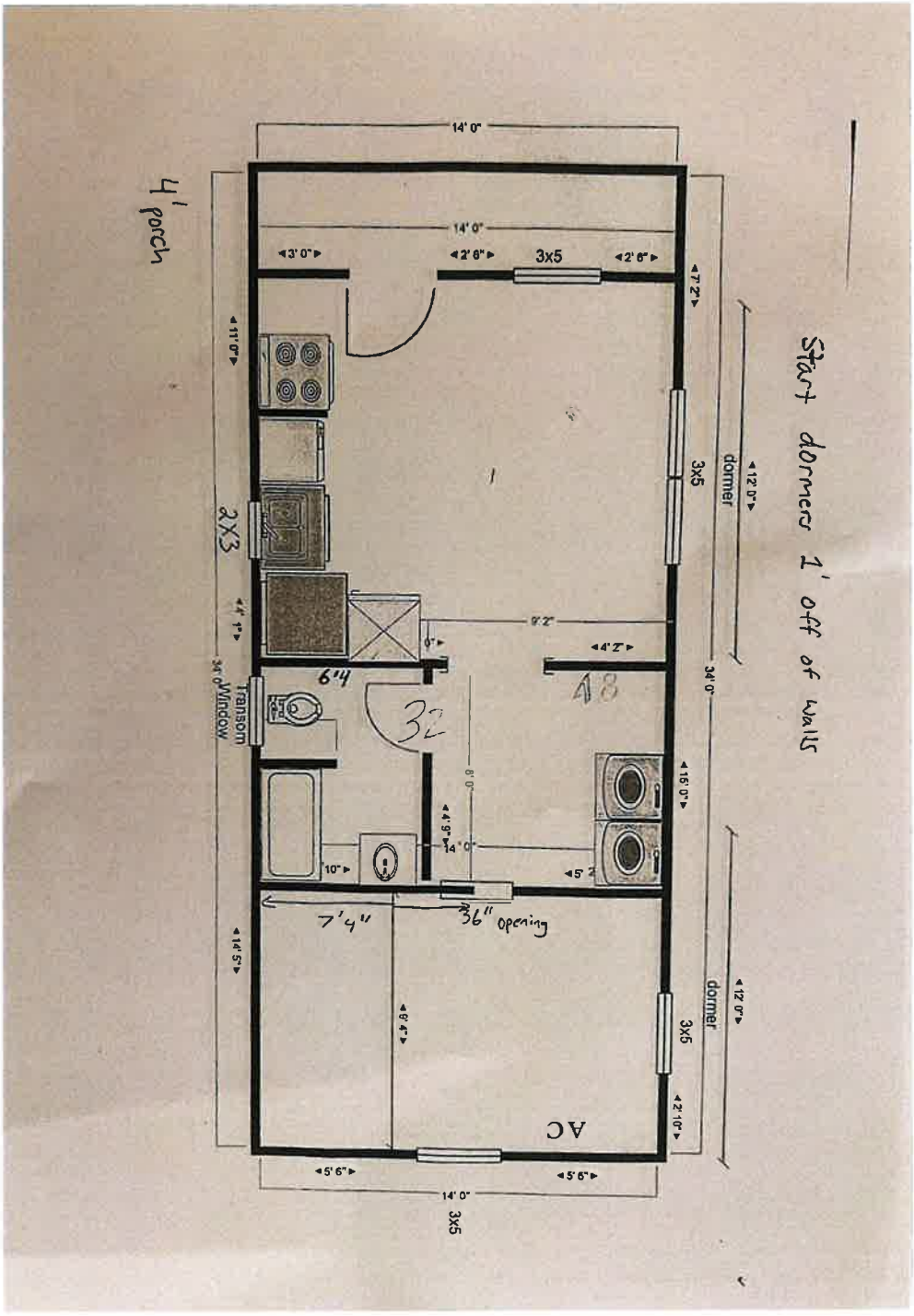
Attachment: Goals & Perspectives (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)



Description

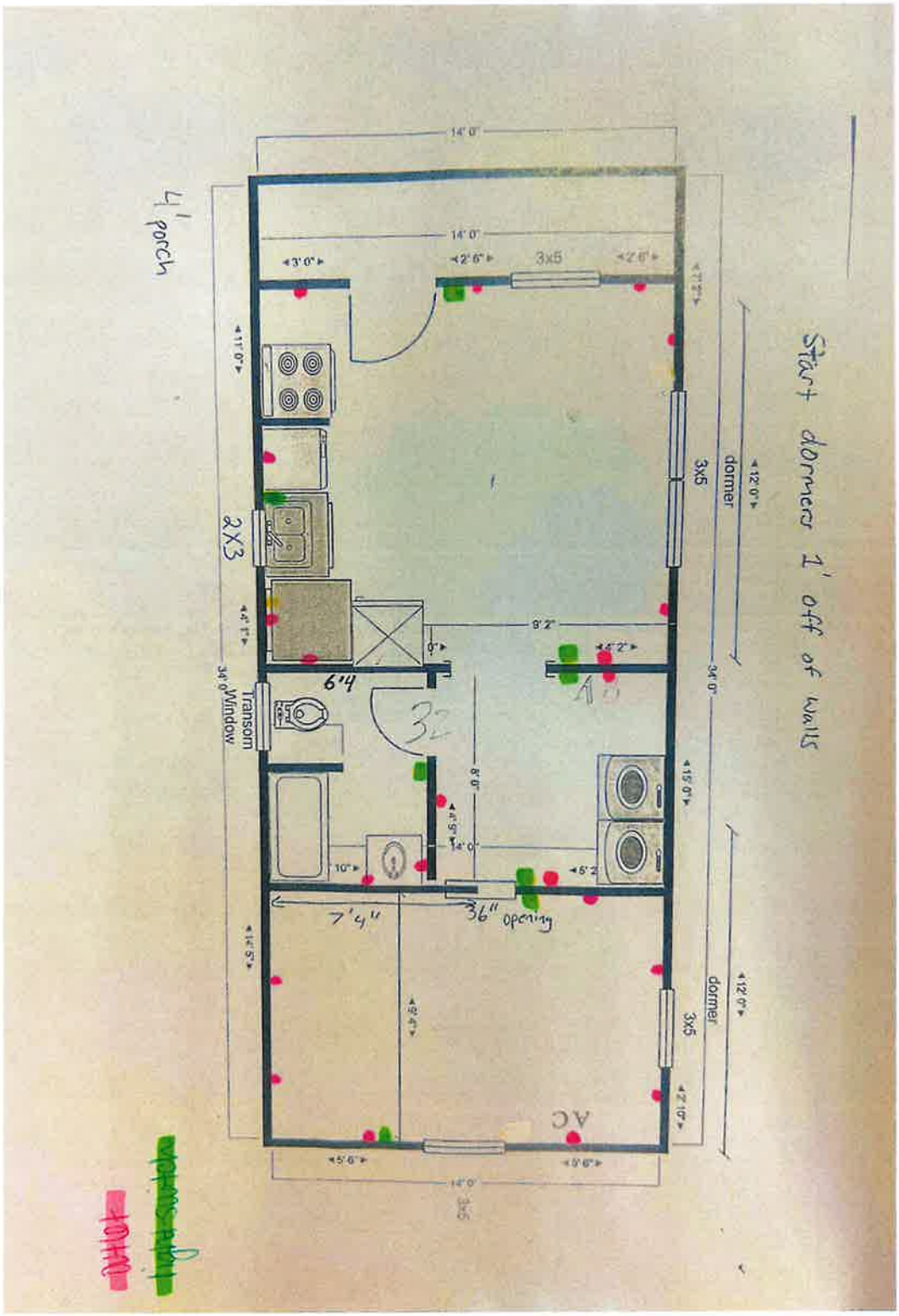
CABIN 14x34
Serial Number C-1434-070822-07267
Siding: LP Lap Siding - White, Trim: LP Lap Siding - Black, Roof: Metal - Brilliant White
(IN STOCK) Premium Electric package ($9 / square foot)
10x29 SP Dormer Windows
12x36 sliding bathroom window
3x5 Insulated windows
Full Plumbing Package
House Wrap ($1.5 / square foot)
Interior Framing ($6 / square foot)
Interior Spray Foam over 12x32 ($5.5 / square foot)
LP Lap siding ($8 / square foot)
Sub floor insulation/ floor ($3.5 / square foot)
SUMMER DISCOUNT EXTENDED ON ALL NEW BUILDS (-12% of base cost)
Take out 3x4 insulated window

Attachment: 2022-158 ATTH 02 (Spec Sheets) (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)



Start dormer 1' off of walls

Attachment: 2022-158 ATTH 02 (Spec Sheets) (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)



Attachment: 2022-158 ATTH 02 (Spec Sheets) (3893 : 2022-158 ORD rezoning SF-2 to SF-3 3515 Waco)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 12/13/2022 12:37 PM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-159 granting a Specific Use Permit to allow the location of a pre-fabricated/factory fabricated home (shell) on Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street. Larry Rose, owner.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by Larry Rose, owner, for a Specific Use Permit to allow the location of a prefabricated/factory fabricated home on Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street. This is currently vacant land.

The adjacent zoning is Single Family-2 to the south and east, and Commercial to the west, and Industrial-2 to the north. The adjacent land use is residential to the south, vacant land to the east and west and factory to the north.

The Future Land Use Map designates this property as “Industrial”.

Prefabricated/factory fabricated homes inside the city limits must be placed in a Single Family-3 Zoning District along with the approval of a Specific Use Permit.

Staff recommends for approval of this request with the following stipulations:

1. That one prefabricated/factory fabricated home be allowed on this property.
2. That the prefabricated/factory fabricated home be used for dwelling purposes only, human occupancy only.
3. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this Ordinance. It is the owner’s responsibility to renew this permit.
4. That if the prefabricated/factory fabricated home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.

The applicant should also be aware that if this zoning change is approved, all other applicable city code/ordinance requirements must be met including but not limited to

building codes, setbacks, subdivision, fire, parking, drainage, water and sewer prior to the issuance of building permits.

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends for approval of this request with stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-159 ORD granting SUP allowing Prefabricated home at 3515 Waco St (DOCX)
b. 2022-159 ATTH 01 (Maps) (PDF)
c. Goals & Perspectives (DOCX)
d. 2022-159 ATTH 02 (Spec Sheets) (PDF)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	12/06/2022 10:34 AM
Building Code Administration	Jennifer Evans	Reviewer	Skipped	12/09/2022 9:13 AM
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:16 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

S-768

ORDINANCE NO. 2022-159

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-768 TO ALLOW THE LOCATION OF A PREFABRICATED/FACTORY FABRICATED HOME ON LOTS 4 AND 5, BLOCK 1, TWO STATES ADDITION, LOCATED AT 3515 WACO STREET IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the location of a prefabricated/factory fabricated home on **Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street**, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the location of a prefabricated/factory fabricated home** 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 to grant **Specific Use Permit Numbered S-768 for the location of a HUD code manufactured home on Lots 4 and 5, Block 1, Two States Addition, located at 3515 Waco Street,** in the City of Texarkana, Bowie County, Texas.

Attachment: 2022-159 ORD granting SUP allowing Prefabricated home at 3515 Waco St (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515

SECTION 2: The following stipulations are hereby imposed and made a part of this ordinance:

1. That one prefabricated/factory fabricated home be allowed on this property.
2. That the prefabricated/factory fabricated home be used for dwelling purposes only, human occupancy only.
3. That the Specific Use Permit be in effect for a period of three (3) years, beginning at the date of this ordinance. It is the owner's responsibility to renew this permit.
4. That if the prefabricated/factory fabricated home is not placed on the property within the three (3) year period, the Specific Use Permit will automatically be revoked.

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: 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 **9th day of January, 2023.**

ATTEST:

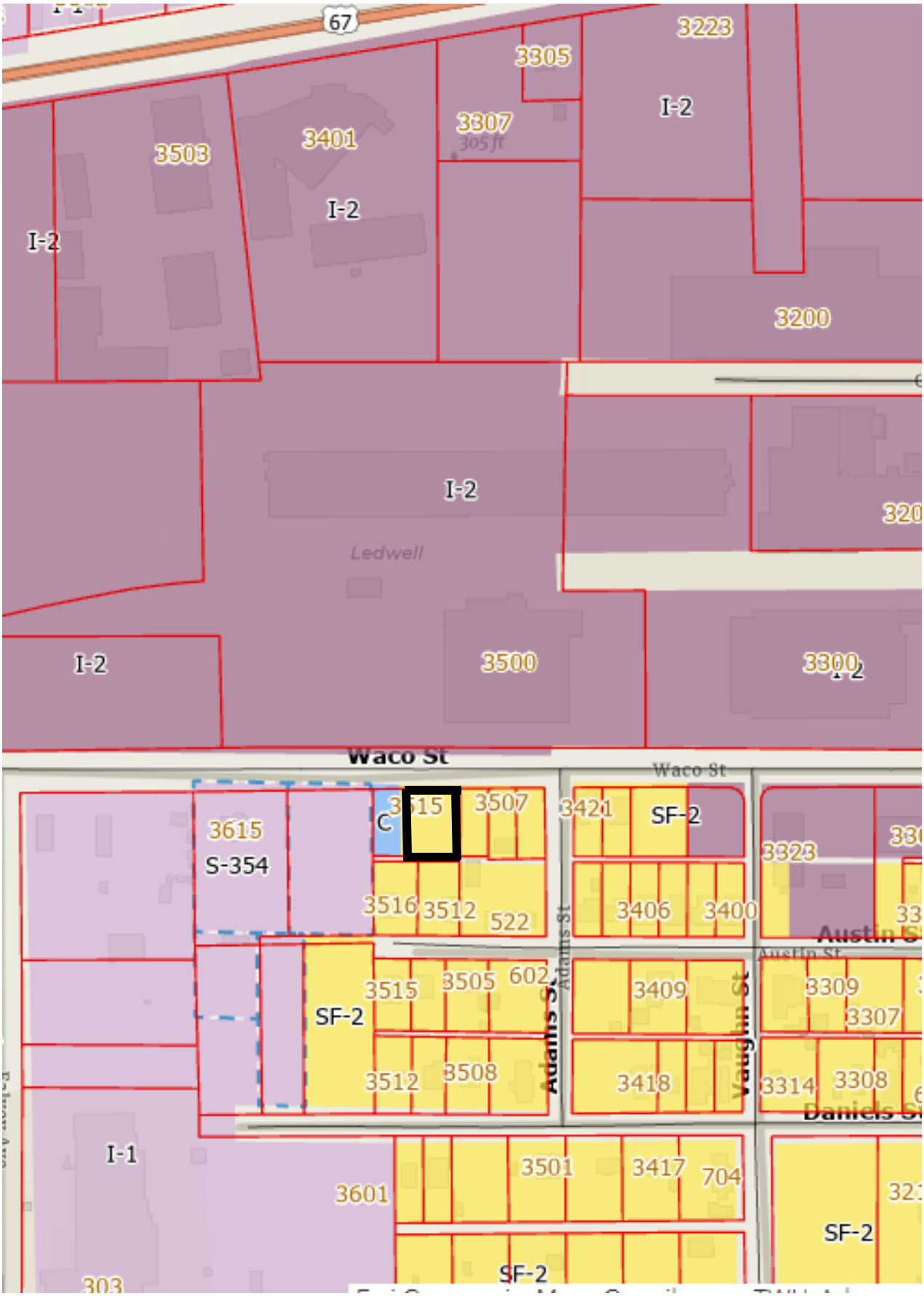
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-159 ORD granting SUP allowing Prefabricated home at 3515 Waco St (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515

2022-159 ATTH 01
S-768

3515 Waco Street



Attachment: 2022-159 ATTH 01 (Maps) (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)

2022-159 ATTH 01
S-768

3515 Waco Street

Attachment: 2022-159 ATTH 01 (Maps) (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)

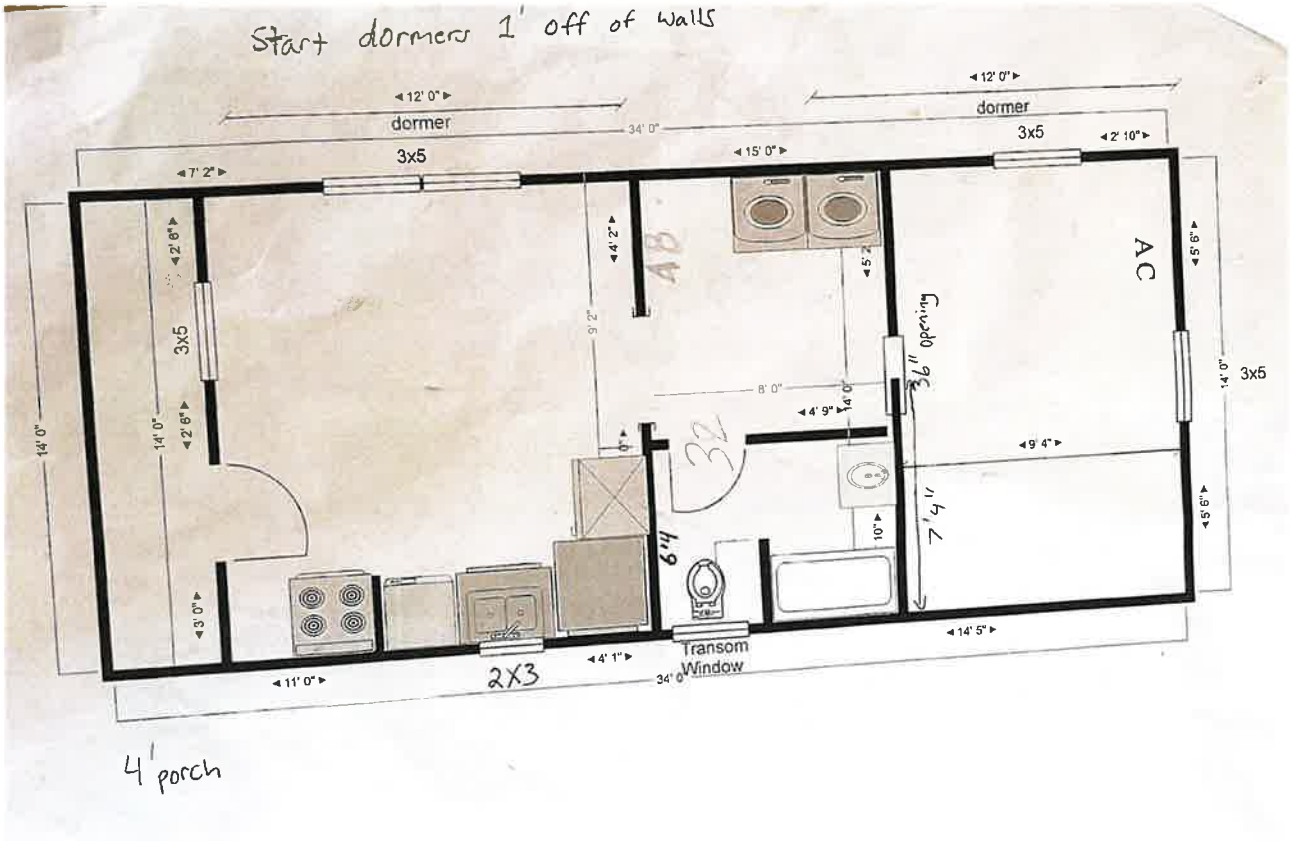
City of Texarkana, Texas

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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:			

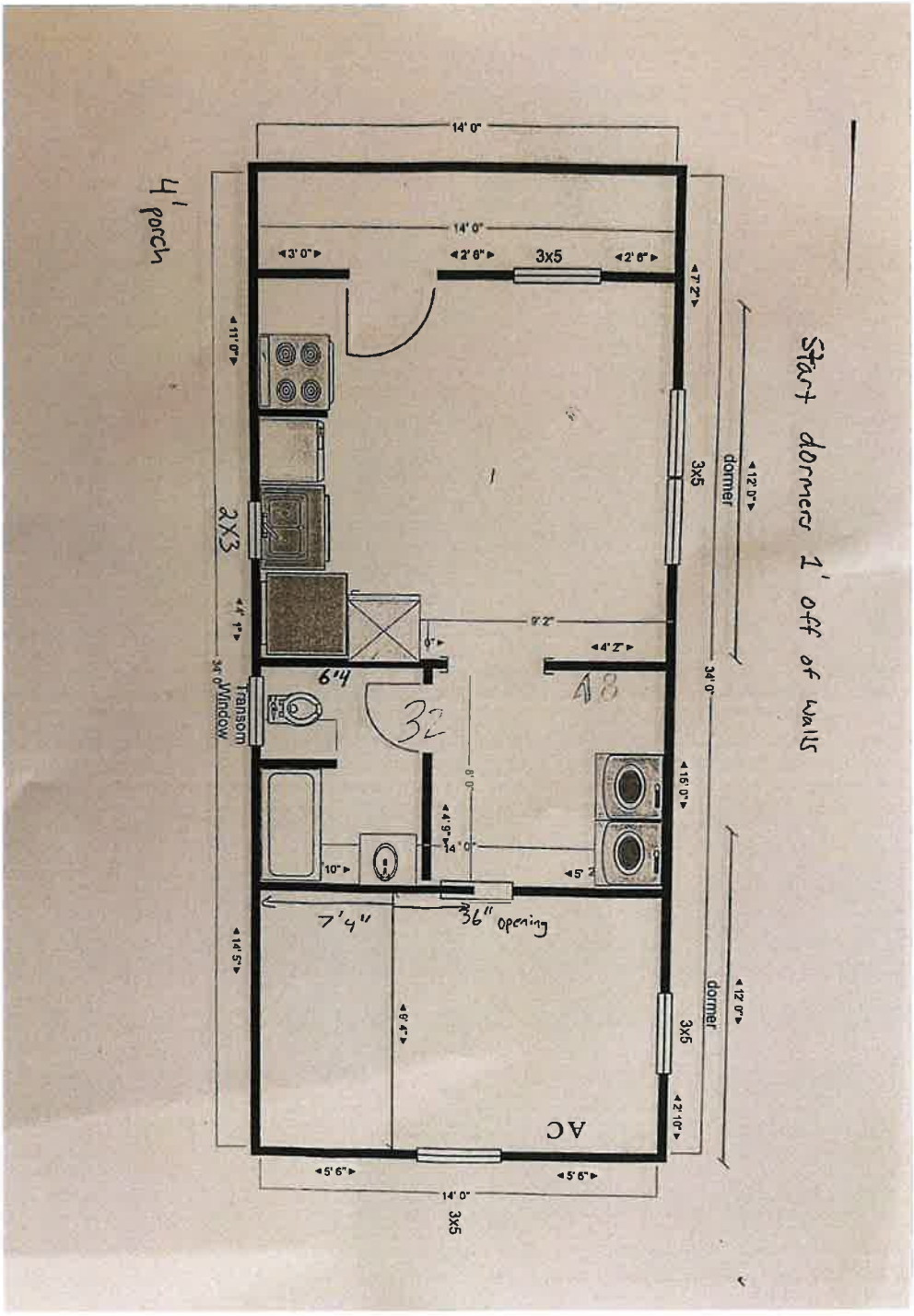
Attachment: Goals & Perspectives (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)



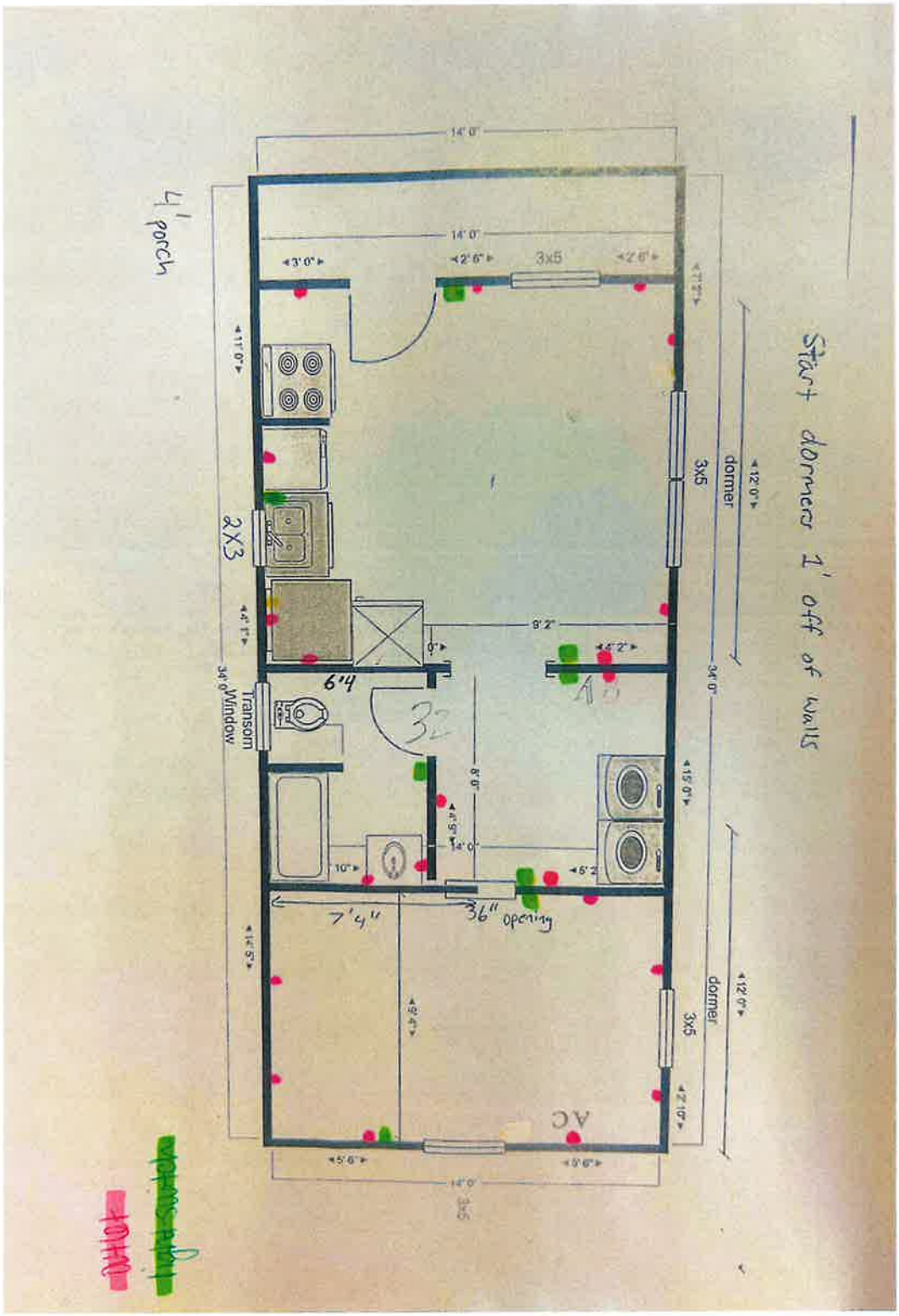
Description

CABIN 14x34
Serial Number C-1434-070822-07267
Siding: LP Lap Siding - White, Trim: LP Lap Siding - Black, Roof: Metal - Brilliant White
(IN STOCK) Premium Electric package ($9 / square foot)
10x29 SP Dormer Windows
12x36 sliding bathroom window
3x5 Insulated windows
Full Plumbing Package
House Wrap ($1.5 / square foot)
Interior Framing ($6 / square foot)
Interior Spray Foam over 12x32 ($5.5 / square foot)
LP Lap siding ($8 / square foot)
Sub floor insulation/ floor ($3.5 / square foot)
SUMMER DISCOUNT EXTENDED ON ALL NEW BUILDS (-12% of base cost)
Take out 3x4 insulated window

Attachment: 2022-159 ATTH 02 (Spec Sheets) (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)



Attachment: 2022-159 ATTH 02 (Spec Sheets) (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)



Attachment: 2022-159 ATTH 02 (Spec Sheets) (3894 : 2022-159 ORD SUP PrefabHome (shell) 3515 Waco)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/5/2022 9:22 AM

Lead Department:	Planning & Zoning Commission	**Action Officer:**	Laura Puckett, Administrative Coordinator
Subject:	Ordinance No. 2022-160 rezoning north 14', west 1/2 of Lot 14, and the south 36', west 1/2 of Lot 15, Harmes Addition, located at 813 Capp Street. John Marshall, owner.		

Briefing: 1/9/2023 **Public Hearing:** 1/9/2023 **Council Vote:** 1/9/2023

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This is a request by John Marshall, owner, to rezone N 14', W ½ of Lot 14, and S 36', W1/2 Lot 15, Harmes Addition, located at 813 Capp Street from Two Family-1 to Commercial. The proposed use is a barber shop. The property is currently vacant land. Access would be from Capp Street.

The adjacent zoning is Two Family-1 to the north and west, and Commercial to the south and east. The adjacent land use is residential to the north and south, a church to the west, and vacant land to the east.

Access to this property would be from Capp Street. Half of this property is already zoned Commercial. The other half is zoned Two-Family-1. The applicant wants the property to conform to one zoning district.

Staff recommends for approval of this request.

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

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

Potential Options:

Approve or deny

Fiscal Implications:

NOT APPLICABLE

Staff Recommendation:

Staff recommends approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2022

Attachments

a. 2022-160 ORD rezoning from 2F-1 to Commercial 813 Capp St (DOCX)
b. 2022-160 ATTH 01 (Maps) (PDF)
c. Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	12/06/2022 10:30 AM
Building Code Administration	Jennifer Evans	Reviewer	Skipped	12/09/2022 9:14 AM
City Manager	David Orr	Reviewer	Completed	12/09/2022 9:16 AM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

Z-22-21

ORDINANCE NO. 2022-160

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING NORTH 14 FEET OF LOT 14, WEST HALF OF LOT 14, AND THE SOUTH 36 FEET, WEST HALF OF LOT 15, HARMES ADDITION, LOCATED AT 813 CAPP STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM TWO FAMILY-1 TO COMMERCIAL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone **North 14', west half of Lot 14, and the south 36', west half of Lot 15, Harmes Addition, located at 813 Capp Street** in the City of Texarkana, Bowie County, Texas, from **Two Family-1 to Commercial;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Two Family-1 to Commercial on North 14', west half of Lot 14, and the south 36', west half of Lot 15, Harmes Addition, located at 813 Capp Street** 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 **Two Family-1 to Commercial** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone **North 14', west half of Lot 14, and the south 36', west half of Lot 15, Harmes Addition, located at 813 Capp Street** in the City of Texarkana, Bowie County, Texas, from **Two Family-1 to Commercial.**

Attachment: 2022-160 ORD rezoning from 2F-1 to Commercial 813 Capp St (3895 : 2022-160 ORD: rezoning 2F-1 to C at 813 Capp)

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

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

SECTION 4: 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 **9th day of January, 2023.**

ATTEST:

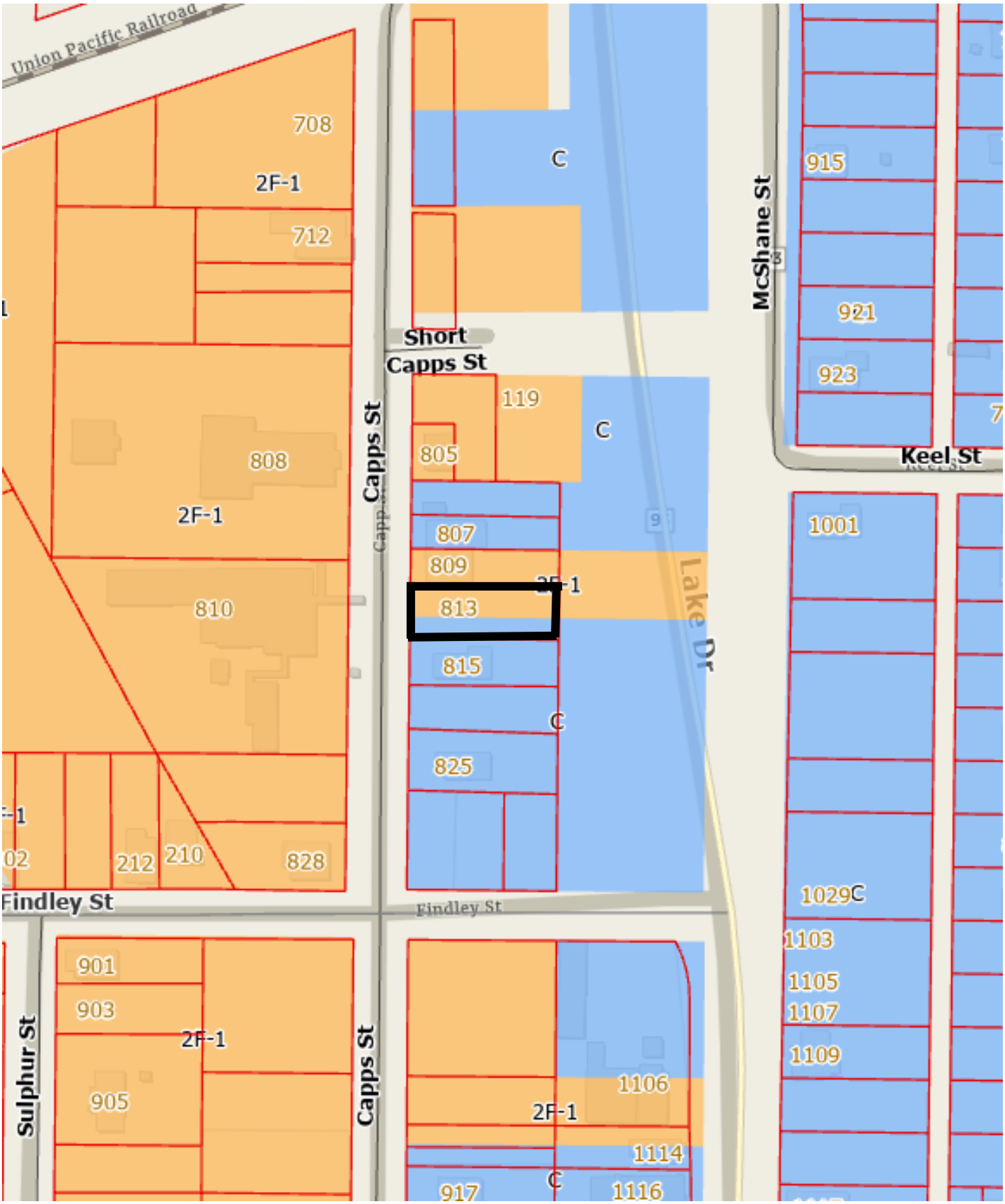
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-160 ORD rezoning from 2F-1 to Commercial 813 Capp St (3895 : 2022-160 ORD: rezoning 2F-1 to C at 813 Capp)

2022-160 ATTH 01
Z-22-21

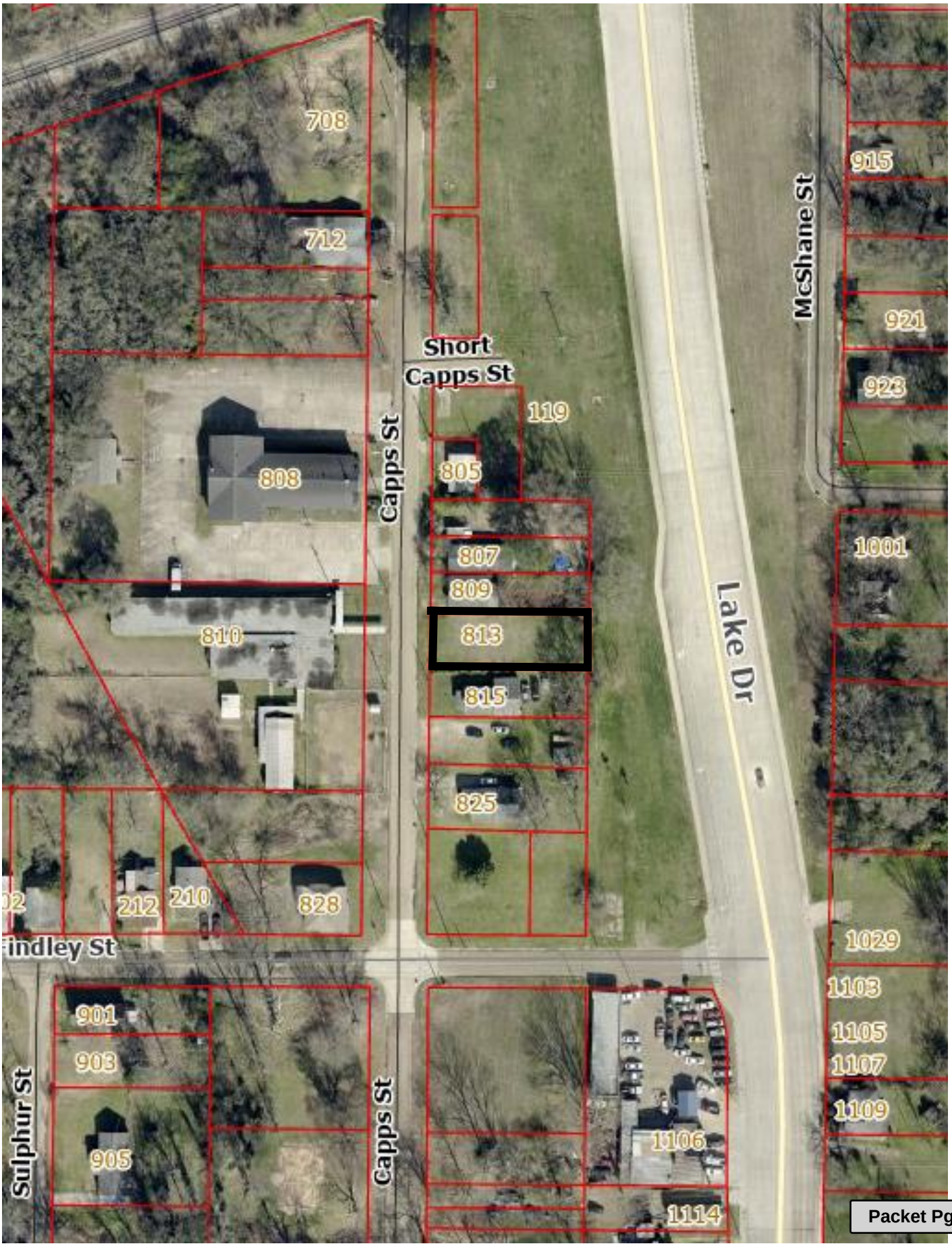
813 Capp Street



Attachment: 2022-160 ATTH 01 (Maps) (3895 : 2022-160 ORD: rezoning 2F-1 to C at 813 Capp)

2022-160 ATTH 01
Z-22-21

813 Capp Street



Attachment: 2022-160 ATTH 01 (Maps) (3895 : 2022-160 ORD: rezoning 2F-1 to C at 813 Capp)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: Goals & Perspectives (3895 : 2022-160 ORD: rezoning 2F-1 to C at 813 Capp)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/9/2022 3:32 PM

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,

Subject: Resolution No. 2022-149 authorizing the City Manager to execute addendums requested by Texarkana Renewal Properties, LLC to two existing EPA Revolving Loan Fund cleanup loans and two Economic Development Facade Revolving Loan Fund loans, amending the loan terms with Texarkana Renewal Properties, LLC, in an effort to support downtown redevelopment.

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Utilizing EPA Revolving Loan Fund Grant dollars and Economic Development Façade Program funds, the City executed a total of four (4) loans in 2020 and 2021 with Texarkana Renewal Properties, LLC for environmental cleanup and façade restoration of the former Texarkana National Bank building located at 100 West Broad Street and former retail space and parking garage located at 217-223 Pine Street. Ordinance 2020-051 authorized an EPA RLF loan in the amount of $400,000, and two Façade Loans each for $50,000; and Ordinance 2020-138 authorized an EPA RLF loan in the amount of $430,000.

Utilizing the Façade loans, Texarkana Renewal Properties, LLC was able to remove the marble façade from the Texarkana National Bank Building exposing the original historic structure, which provided an immediate avenue to obtain Historic designation on the Federal Register. This first step was needed in order to apply for Historic Tax Credits. Façade funds were also used to make repairs/improvements to the parking garage.

Utilizing EPA Revolving Loan Funds, Texarkana Renewal Properties, LLC remediated asbestos from the Texarkana National Bank building and Parking Garage.

Executive Summary and Background Information:

Texarkana Renewal Properties request addendums to each of the four (4) loans to extend the terms of the loans. Creditors have approved loans for redevelopment contingent upon the City agreeing to amend the loan terms. Texarkana Renewal Properties, LLC is securing financing through Historic Tax Credits, Market Rate Tax Credits, Bank Loans and private funding. Final funding plans are to refinance through US Department of Housing and Urban Development's Multifamily Rental Housing, Section 223(f) Program after redevelopment is complete and the units are leased. Average time frame for this refinancing is three (3) years after completion of redevelopment.

The proposed EPA RLF Loan Addendums outline the terms as follows: No interest or principal payments shall be payable the first six (6) years of the loan. Interest will accrue starting the date original loan was executed, (dates are July 1, 2020 and February 1, 2021). No payments will be due

until project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Sections 223(f); or, six (6) years after completion of abatement project, whichever comes first. Upon borrower refinancing through HUD, payment will be in one lump sum to include principal and interest immediately following closing of HUD refinance. If HUD refinancing does not occur by year six(6), principal and interest payments will commence on the first day of the month following the expiration of the sixth year of the Loan Term, with a like payment being made annually on the same day of each year, with the balance of all outstanding principal and interest being due and payable on the first day of the month following the Eighteenth (18th) year of the Loan Term. Interest rate is 1% above current ten-year treasury rate and is adjusted annually.

The proposed Façade Loan Addendums outline the terms as: Interest shall accrue at one percent (1%} above the current ten-year treasury rate, which the current rate is 3.53%, making the current interest rate on this loan 4.53%, to be adjusted annually. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-eighty (180) months following the date of execution of this addendum (the "Loan Term"). Payments shall be made as follows: Interest shall accrue starting the date original agreement was executed, July 1, 2020. No payments will be due until project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Section 223(f); or six (6) years after execution of this Agreement, whichever comes first. Upon borrower refinancing through HUD, payment will be in one lump sum to include principal and interest immediately following closing of HUD refinance. If HUD refinancing does not occur by year six (6), principal and interest payments will begin calculated over a six (6) year amortization schedule shall be due in years seven (7) through fifteen (15) with an annual payment due and payable on the anniversary date of each said year, save and except the last payment shall include any remaining principal and interest outstanding.

Given the difficult nature of downtown redevelopment of these distressed properties, staff supports this addendum.

Potential Options:

- Approve or Deny
-

Fiscal Implications:

Short-term Fiscal implications will be a delay in repayment; however, interest will accrue during the years where repayment is not due. There are no long-term fiscal implications because loan repayment is scheduled to begin after year 6.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

Revolving Loan Fund Review Committee recommends

Advisory Board/Committee Meeting Date and Minutes:

December 9, 2022 at 2:00 p.m.

Attachments

a. 2022-149 Goals & Perspectives (DOCX)
b. 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (PDF)
c. 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (PDF)
d. 2022-149 ATTH 03 Facade Restoration RLF 100 W Broad (PDF)
e. 2022-149 ATTH 04 Facade Restoration RLF 217-223 Pine (PDF)
f. 2022-149 ATTH 05 RLF Committee Minutes (PDF)
g. 2022-149 RES Addendum Texarkana Renewal Properties Loans (DOC)
h. 2022-149 RES TXR Renewal Prop. Addendums signed (PDF)

Staff Coordination

Planning and Community Development		Vashil Fernandez	Department Head Review	
	Completed	12/09/2022 3:06 PM		
City Manager	Vicky Coopwood	City Manager Review	Completed	12/09/2022 3:13 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

City of Texarkana, Texas

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

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-149 Goals & Perspectives (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana Renewal Properties,

Attachment: 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT (the "First Addendum") dated this_____day of December, 2022, is an amendment to that certain BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $400,000.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for the remediation of the former Texarkana National Bank and Parking Garage; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Section V. Loan Terms and Conditions Paragraph 18 shall be amended to read as follows:–

"**Loan Period**. This agreement shall be effective upon the date executed by all Parties (the "LOAN AGREEMENT DATE"). The Loan Term shall run from the date of the first disbursement of funds for a period of TWO HUNDRED AND SIXTEEN (216) MONTHS (18 YEARS) (The "Loan End Date" or the "Loan Term")"

2. Paragraph 20. **Repayment** shall be amended to read as follows:

"Interest will accrue starting the date the original loan was executed, which date is July 1, 2020. No payments will be due until the project is complete and borrower secures refinancing through the US Department of Housing and Urban Development (HUD) Sections 223(f); or, six (6) years after the effective date of this Addendum, which effective date shall be January 1, 2023 (the "Addendum

Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all accrued interest shall be immediately due and payable January 1, 2029, and principal and interest payments shall commence and be due and payable in equal annual installments with the first installment being due July 1, 2029 and a like payment due annually on the first day of July, save and except the final payment due on July 1, 2038 shall be for the remaining principal and interest outstanding on the loan. Interest rates shall be calculated utilizing the 10-year Treasury Rate (which is currently 3.522%), plus 1%, adjustable every 5 years, as a non-assumable loan. Notwithstanding the above, in the event there is a default in this Agreement the entire balance of the note, including principal and accured interest, shall immediately be due and payable in full.

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By:_____
David Peavy, Sole Member

Attachment: 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

LENDER:

City of Texarkana, Texas

By:_____
David Orr, City Manager

Attachment: 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

2022-149 ATTH 01

Attachment: 2022-149 ATTH 01 EPA RLF Loan 1 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

Attachment: 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT (the "First Addendum") dated this_____day of December, 2022, is an amendment to that certain BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated February 01, 2021 (the "Agreement") for a loan amount of $430,000.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for the remediation of the former Texarkana National Bank and Parking Garage; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Section V. Loan Terms and Conditions Paragraph 18 shall be amended to read as follows:

   Loan Period. This agreement shall be effective upon the date executed by all Parties (the "LOAN AGREEMENT DATE"). The Loan Term shall run from the date of the first disbursement of funds for a period of TWO HUNDRED AND SIXTEEN (216) MONTHS (18 YEARS) (The "Loan End Date" or the "Loan Term")

2. Paragraph 20. **Repayment** shall be amended to read as follows:

   Interest will accrue starting the date the original loan was executed, which date is February 1, 2021. No payments will be due until the project is complete and borrower secures refinancing through the US Department of Housing and Urban Development (HUD) Sections 223(f); or, six (6) years after the effective date of this Addendum, which effective date shall be January 1, 2023 (the Addendum

Effective Date"), whichever comes first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all accrued interest shall be immediately due and payable January 1, 2029, and principal and interest payments shall commence and be due and payable in equal annual installments with the first installment being due February 1, 2029 and a like payment due annually on the first day of February, save and except the final payment due on February 1, 2039 shall be for the remaining principal and interest outstanding on the loan. Interest rates shall be calculated utilizing the 10-year Treasury Rate (which is currently 3.522%), plus 1%, adjustable every five years. Notwithstanding the above, in the event there is a default in this Agreement any amounts due, including principal and interest, shall immediately be due and payable in full.

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By:_____
David Peavy, Sole Member

Attachment: 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

LENDER:

City of Texarkana, Texas

By:_____
David Orr, City Manager

Attachment: 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

Attachment: 2022-149 ATTH 02 EPA RLF Loan 2 First Addendum (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana

FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE (the"First Addendum") dated this____day of December, 2022, is an amendmentto that certain FAÇADE LOAN PROMISSORY NOTE by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $50,000.00.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for façade improvements of the former Texarkana National Bank located at 100 West Broad Street, Texarkana, Texas; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Paragraph 3 shall be amended to read:

   Interest shall accrue at one percent (1%} above the current ten-year treasury rate, which the current rate is 3.522%, making the current interest rate on this loan 4.522%, to be adjusted annually. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-and eighty (180) months following the date of the Agreement (the "Loan Term"). Payments shall be made as follows: Interest shall accrue starting the date the original Agreement was executed, which date is July 1, 2020. No payments shall be due until the project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Section 223(f); or six (6) years after the effective date of this Addendum, which shall be January 1, 2023 (the "Addendum Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all

Attachment: 2022-149 ATTH 03 Facade Restoration RLF 100 W Broad (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

accrued interest shall be due and payable on January 1, 2029; thereafter, principal and interest payments shall be paid in equal annual payments with the first payment due on July 1, 2029 and a like payment being made on the 1st day of July of each year thereafter, save and except the final payment due on July 1, 2035 shall be for the remaining balance of principal and accrued interest on the loan.

2. Paragraph 12 shall be amended to read:

THIS LOAN IS PAYABLE IN FULL **ON OR JULY 1, 2035.** AT MATURITY, YOU MUST REPAY THE **ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION** TO **REFINANCE** THE **LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED** TO **MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.**

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 ATTH 03 Facade Restoration RLF 100 W Broad (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By:_____
David Peavy, Sole Member

Attachment: 2022-149 ATTH 03 Facade Restoration RLF 100 W Broad (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By:_____
David Orr, City Manager

Attachment: 2022-149 ATTH 03 Facade Restoration RLF 100 W Broad (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE (the"First Addendum") dated this____day of December, 2022, is an amendment to that certain FAÇADE LOAN PROMISSORY NOTE by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $50,000.00.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for façade improvements of the former Retail Space and Parking Garage located at 217-226 Pine Street, Texarkana, Texas; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Paragraph 3 shall be amended to read:

   Interest shall accrue at one percent (1%} above the current ten-year treasury rate, which the current rate is 3.522%, making the current interest rate on this loan 4.522%, to be adjusted annually. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-and eighty (180) months following the date of the Agreement (the "Loan Term"). Payments shall be made as follows: Interest shall accrue starting the date the original Agreement was executed, which date is July 1, 2020. No payments shall be due until the project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Section 223(f); or six (6) years after the effective date of this Addendum, which shall be January 1, 2023 (the "Addendum Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all

Attachment: 2022-149 ATTH 04 Facade Restoration RLF 217-223 Pine (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

accrued interest shall be due and payable on January 1, 2029; thereafter, principal and interest payments shall be paid in equal annual payments with the first payment due on July 1, 2029 and a like payment being made on the 1st day of July of each year thereafter, save and except the final payment due on July 1, 2035 shall be for the remaining balance of principal and accrued interest on the loan.

2. Paragraph 12 shall be amended to read:

THIS LOAN IS PAYABLE IN FULL **ON OR BEFORE JULY 1, 2035** AT MATURITY, YOU MUST REPAY THE **ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION** TO **REFINANCE** THE **LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED** TO **MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.**

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 ATTH 04 Facade Restoration RLF 217-223 Pine (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By:_____
David Peavy, Sole Member

Attachment: 2022-149 ATTH 04 Facade Restoration RLF 217-223 Pine (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By:_____
David Orr, City Manager

Attachment: 2022-149 ATTH 04 Facade Restoration RLF 217-223 Pine (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

City of Texarkana, Texas
Revolving Loan Program
RLF Committee Meeting
December 9, 2022, 2:00 p.m.
Zoom Meeting
https://us06web.zoom.us/j/83167949028?pwd=S25KL1ppS2krWVhCVk9URng3WVRuZz09
Meeting ID: 831 6794 9028
Passcode: 211761

Members Present:
Diane Martin
Kayla Wood
Mike Malone
Jerry Sparks

City Representatives:
Vashil Fernandez
Kristen Peeples
Daphnea Ryan
Jo Thomason

Attendees:
David Peavy

The City of Texarkana, Texas presented four loan addendums, two EPA Brownfields Revolving loans, and two Economic Development Façade Restoration Revolving loans requested by Texarkana Renewal Properties, LLC. Daphnea Ryan presented the loan addendums that outline amended terms that extended the number of years for each EPA RLF loan to eighteen (18) year terms and each Façade Restoration Loan to fifteen (15) year terms, as well as extending repayment to begin after year six (6).

David Peavy, President, Texarkana Renewal Properties, LLC was present and answered questions from the Committee.

The Committee discussed the loan request, interest rate, other funding sources, and the applicant's proforma. After full discussion, Jerry Sparks made a motion to approve the four (4) loan addendums. The motion was seconded by Mike Malone and passed by unanimous vote.

Meeting adjourned at 2:50 p.m.

Attachment: 2022-149 ATTH 05 RLF Committee Minutes (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for Texarkana Renewal

Attachment: 2022-149 RES Addendum Texarkana Renewal Properties Loans (3885 : 2022-149 RES Authorizing CM to Execute an Addendum

RESOLUTION NO. 2022-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUMS TO EPA RLF LOANS AND FAÇADE RLF LOANS EXECUTED WITH TEXARKANA RENEWAL PROPERTIES LLC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved loans with Texarkana Renewal Properties, LLC. with the adoption of Resolution Nos.2020-051 and 2020-138 for environmental abatement and façade restoration/improvements of properties located at 100 West Broad Street and 217-223 Pine Street; and

WHEREAS, the City Manager executed a total of four loans as approved by those stated resolutions; and

WHEREAS, Texarkana Renewal Properties, LLC. realizes a need to amend the terms of those four loans; and

WHEREAS, staff recognizes the importance of assisting with downtown redevelopment and understands the special needs of historic properties; and

WHEREAS, the amended terms do not have an overall fiscal impact on the City; and

WHEREAS, the Revolving Loan Fund Committee recommends approval of these four loan addendums.

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

SECTION 1: The City Council approves the addendums to four loans executed with Texarkana Renewal Properties, LLC, reflected in **ATTH 01**, **ATTH 02**, **ATTH 03**, and **ATTH 04**.

SECTION 2: The City Manager is authorized to execute these four addendums.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

RESOLUTION NO. 2022-149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE ADDENDUMS TO EPA RLF LOANS AND FAÇADE RLF LOANS EXECUTED WITH TEXARKANA RENEWAL PROPERTIES LLC; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved loans with Texarkana Renewal Properties, LLC. with the adoption of Resolution Nos.2020-051 and 2020-138 for environmental abatement and façade restoration/improvements of properties located at 100 West Broad Street and 217-223 Pine Street; and

WHEREAS, the City Manager executed a total of four loans as approved by those stated resolutions; and

WHEREAS, Texarkana Renewal Properties, LLC. realizes a need to amend the terms of those four loans; and

WHEREAS, staff recognizes the importance of assisting with downtown redevelopment and understands the special needs of historic properties; and

WHEREAS, the amended terms do not have an overall fiscal impact on the City; and

WHEREAS, the Revolving Loan Fund Committee recommends approval of these four loan addendums.

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

SECTION 1: The City Council approves the addendums to four loans executed with Texarkana Renewal Properties, LLC, reflected in **ATTH 01**, **ATTH 02**, **ATTH 03**, and **ATTH 04**.

SECTION 2: The City Manager is authorized to execute these four addendums.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:45p.m.

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT (the "First Addendum") dated this **15th** day of **December, 2022**, is an amendment to that certain BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $400,000.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for the remediation of the former Texarkana National Bank and Parking Garage; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Section V. Loan Terms and Conditions Paragraph 18 shall be amended to read as follows:–

"**Loan Period**. This agreement shall be effective upon the date executed by all Parties (the "LOAN AGREEMENT DATE"). The Loan Term shall run from the date of the first disbursement of funds for a period of TWO HUNDRED AND SIXTEEN (216) MONTHS (18 YEARS) (The "Loan End Date" or the "Loan Term")"

2. Paragraph 20. **Repayment** shall be amended to read as follows:

"Interest will accrue starting the date the original loan was executed, which date is July 1, 2020. No payments will be due until the project is complete and borrower secures refinancing through the US Department of Housing and Urban Development (HUD) Sections 223(f); or, six (6) years after the effective date of this Addendum, which effective date shall be January 1, 2023 (the "Addendum

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all accrued interest shall be immediately due and payable January 1, 2029, and principal and interest payments shall commence and be due and payable in equal annual installments with the first installment being due July 1, 2029 and a like payment due annually on the first day of July, save and except the final payment due on July 1, 2038 shall be for the remaining principal and interest outstanding on the loan. Interest rates shall be calculated utilizing the 10-year Treasury Rate (which is currently 3.522%), plus 1%, adjustable every 5 years, as a non-assumable loan. Notwithstanding the above, in the event there is a default in this Agreement the entire balance of the note, including principal and accured interest, shall immediately be due and payable in full.

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By: _____
David Peavy, Sole Member

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By: _____
David Orr, City Manager

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT (the"First Addendum") dated this **15th** day of **December, 2022**, is an amendmentto that certain BROWNFIELD REVOLVING LOAN FUND LOAN AGREEMENT by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated February 01, 2021 (the "Agreement") for a loan amount of $430,000.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for the remediation of the former Texarkana National Bank and Parking Garage; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Section V. Loan Terms and Conditions Paragraph 18 shall be amended to read as follows:

   Loan Period. This agreement shall be effective upon the date executed by all Parties (the "LOAN AGREEMENT DATE"). The Loan Term shall run from the date of the first disbursement of funds for a period of TWO HUNDRED AND SIXTEEN (216) MONTHS (18 YEARS) (The "Loan End Date" or the "Loan Term")

2. Paragraph 20. **Repayment** shall be amended to read as follows:

   Interest will accrue starting the date the original loan was executed, which date is February 1, 2021. No payments will be due until the project is complete and borrower secures refinancing through the US Department of Housing and Urban Development (HUD) Sections 223(f); or, six (6) years after the effective date of this Addendum, which effective date shall be January 1, 2023 (the Addendum

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

Effective Date"), whichever comes first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all accrued interest shall be immediately due and payable January 1, 2029, and principal and interest payments shall commence and be due and payable in equal annual installments with the first installment being due February 1, 2029 and a like payment due annually on the first day of February, save and except the final payment due on February 1, 2039 shall be for the remaining principal and interest outstanding on the loan. Interest rates shall be calculated utilizing the 10-year Treasury Rate (which is currently 3.522%), plus 1%, adjustable every five years. Notwithstanding the above, in the event there is a default in this Agreement any amounts due, including principal and interest, shall immediately be due and payable in full.

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By: _____
David Peavy, Sole Member

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By: _____
David Orr, City Manager

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE (the"First Addendum") dated this **15th** day of **December, 2022**, is an amendmentto that certain FAÇADE LOAN PROMISSORY NOTE by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $50,000.00.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for façade improvements of the former Texarkana National Bank located at 100 West Broad Street, Texarkana, Texas; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Paragraph 3 shall be amended to read:

   Interest shall accrue at one percent (1%} above the current ten-year treasury rate, which the current rate is 3.522%, making the current interest rate on this loan 4.522%, to be adjusted annually. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-and eighty (180) months following the date of the Agreement (the "Loan Term"). Payments shall be made as follows: Interest shall accrue starting the date the original Agreement was executed, which date is July 1, 2020. No payments shall be due until the project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Section 223(f); or six (6) years after the effective date of this Addendum, which shall be January 1, 2023 (the "Addendum Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

accrued interest shall be due and payable on January 1, 2029; thereafter, principal and interest payments shall be paid in equal annual payments with the first payment due on July 1, 2029 and a like payment being made on the 1st day of July of each year thereafter, save and except the final payment due on July 1, 2035 shall be for the remaining balance of principal and accrued interest on the loan.

2. Paragraph 12 shall be amended to read:

THIS LOAN IS PAYABLE IN FULL **ON OR JULY 1, 2035.** AT MATURITY, YOU MUST REPAY THE **ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION** TO **REFINANCE** THE **LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED** TO **MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.**

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By: _____
David Peavy, Sole Member

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By: _____
David Orr, City Manager

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE BETWEEN THE CITY OF TEXARKANA AND TEXARKANA RENEWAL PROPERTIES, LLC.

This FIRST ADDENDUM TO FAÇADE LOAN PROMISSORY NOTE (the"First Addendum") dated this **15th** day of **December, 2022**, is an amendment to that certain FAÇADE LOAN PROMISSORY NOTE by and between the City of Texarkana (the "City") and Texarkana Renewal Properties, LLC ("Texarkana Renewal Properties") dated July 1, 2020 (the "Agreement") for a loan amount of $50,000.00.

WHEREAS, The City of Texarkana, Texas and Texarkana Renewal Properties, LLC entered into the Agreement for the loaning of certain funds to Texarkana Renewal Properties for façade improvements of the former Retail Space and Parking Garage located at 217-226 Pine Street, Texarkana, Texas; and

WHEREAS, the parties desire to amend the Agreement to incorporate or modify existing terms as mutually agreed upon between the parties;

NOW THEREFORE, in consideration of the premises and mutual covenants, promises, and agreements contained herein, City and Texarkana Renewal Properties hereby amend the Agreement as follows:

1. Paragraph 3 shall be amended to read:

   Interest shall accrue at one percent (1%} above the current ten-year treasury rate, which the current rate is 3.522%, making the current interest rate on this loan 4.522%, to be adjusted annually. Notwithstanding any payments otherwise scheduled or made hereon, the balance of principal and interest on this indebtedness shall be finally due and payable on or before one hundred-and eighty (180) months following the date of the Agreement (the "Loan Term"). Payments shall be made as follows: Interest shall accrue starting the date the original Agreement was executed, which date is July 1, 2020. No payments shall be due until the project is complete and borrower secures refinancing through US Department of Housing and Urban Development (HUD) Section 223(f); or six (6) years after the effective date of this Addendum, which shall be January 1, 2023 (the "Addendum Effective Date"), whichever occurs first. Upon borrower refinancing through HUD, payment will be in one lump sum to include all principal and accrued interest immediately following closing of HUD refinance. If HUD refinancing does not occur by December 31, 2028, all

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

accrued interest shall be due and payable on January 1, 2029; thereafter, principal and interest payments shall be paid in equal annual payments with the first payment due on July 1, 2029 and a like payment being made on the 1st day of July of each year thereafter, save and except the final payment due on July 1, 2035 shall be for the remaining balance of principal and accrued interest on the loan.

2. Paragraph 12 shall be amended to read:

THIS LOAN IS PAYABLE IN FULL **ON OR BEFORE JULY 1, 2035** AT MATURITY, YOU MUST REPAY THE **ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION** TO **REFINANCE** THE **LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED** TO **MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN.**

All other portions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

IN WITNESS WHEREOF, the City of Texarkana , Texas and Texarkana Renewal Properties, LLC have caused this Amendment to be executed.

BORROWER:

Texarkana Renewal Properties LLC

By: Texarkana Renewal Properties LLC

By: _____
David Peavy, Sole Member

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

LENDER:

City of Texarkana, Texas

By: _____
David Orr, City Manager

Attachment: 2022-149 RES TXR Renewal Prop. Addendums signed (3885 : 2022-149 RES Authorizing CM to Execute an Addendum for

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 12/9/2022 9:25 AM

Lead Department: Economic Development **Action Officer:** Lisa Thompson, Economic Development/PIO

Subject: Resolution No. 2022-150 authorizing the City Manager to execute an agreement for economic development services with ARTX REDI in the amount of $500,000 over the next five years.

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

In 2018, a group of private business owners and citizens formed a non-profit organization from a unified vision for the future of Northeast Texas and Southwest Arkansas committed to helping businesses connect with economic development opportunities throughout the entire Texarkana region—AR-TX Regional Economic Development Initiative (ARTX REDI). From its inception, the City of Texarkana, Texas has partnered with ARTX REDI to work collaboratively in economic development efforts, respond to inquiries, present incentive packages, and market the Texarkana region.

This contract will formalize the collaboration between the City of Texarkana, Texas and ARTX REDI, fortify the partnership, and provide funding for ARTX REDI to carry out its mission.

Potential Options:

- Approve
- Deny

Fiscal Implications:

$500,000 over the next five years from the Economic Development Fund.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2022-150 RES ARTX REDI Agreement (DOCX)
b. 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (DOCX)
c. 2022-150 Goals & Perspectives (DOCX)
d. 2022-150 RES REDI agreement signed (PDF)

Staff Coordination

Economic Development	Completed	Lisa Thompson 12/05/2022 1:44 PM	Department Head Review	
City Manager	David Orr	City Manager Review	Completed	12/05/2022 1:51 PM
City Council	Jennifer Evans	Meeting	Completed	12/12/2022 6:00 PM

Meeting History

RESOLUTION NO. 2022-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AR-TX REGIONAL ECONOMIC DEVELOPMENT INITIATIVE FOR ECONOMIC DEVELOPMENT SERVICES IN AN AMOUNT NOT TO EXCEED $500,000 OVER THE NEXT FIVE YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has been a leader in regional economic development for decades partnering with Bowie and Miller counties, the City of Texarkana, Arkansas, and surrounding communities to improve the economic vitality and quality of life for residents; and

WHEREAS, AR-TX Regional Economic Development Initiative (ARTX REDI) is a non-profit group born from a unified vision for the future of Northeast Texas and Southwest Arkansas committed to helping businesses connect with economic development opportunities throughout the entire Texarkana region; and

WHEREAS, the City of Texarkana, Texas, has partnered with ARTX REDI since its inception in 2018; and

WHEREAS, the City of Texarkana, Texas, and ARTX REDI have worked together to answer economic development inquiries and present unified proposals and incentive packages informally for four years; and

WHEREAS, there is now a need for a more formal partnership between ARTX REDI and the City of Texarkana, Texas; and

WHEREAS, funds are available in the Economic Development Fund for regional economic development activities.

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

SECTION 1: The City Manager be and is hereby authorized to execute an agreement with ARTX REDI.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-150 RES ARTX REDI Agreement (3896 : 2022-150 RES ARTX REDI Contract for Economic Development)

AGREEMENT FOR ECONOMIC DEVELOPMENT ACTIVITY SERVICES

THIS AGREEMENT ("Agreement") is made and entered into as of the ____ day of _____, 2022 by and between the CITY OF TEXARKANA, TEXAS existing under the laws of the State of TEXAS ("City"), and AR-TX REGIONAL ECONOMIC DEVELOPMENT INC. ("REDI"), a Texas non-profit 501(c)(3) corporation (City and REDI referred to herein as "Party(ies)").

WITNESSETH

WHEREAS, the Parties are entering into this Agreement for Economic Development Activity Services, to memorialize the Parties' cooperative venture between the public and private sectors for the purpose of recruiting new businesses to the City of Texarkana, Texas and fostering economic growth and development within the City; and

WHEREAS the Parties continue to desire that businesses within the City of Texarkana, Texas provide stable and rewarding employment for local citizens and that businesses respect the environment, appearance, and well-being of the City; and

WHEREAS the City and the business community in the Texarkana MSA ("Region") have come together to support a unified economic development effort through REDI; and

WHEREAS the mission of the City is to provide customer focused public services and regional leadership that serves its residents and visitors while offering a safe, vibrant, and welcoming community; and

WHEREAS the City desires to continue contracting with REDI to perform collaborative economic development activities; and

WHEREAS the Texarkana City Council desires to appropriate specified funds to REDI for these services if funding is available; and

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

WHEREAS the Texarkana City Council will review the effectiveness of the services provided by REDI prior to making a commitment to future funding for (the specified term of this Agreement and for) subsequent years; and

WHEREAS the City finds that the terms and conditions of the Agreement constitute a valid public purpose for economic development activities as authorized by Texas statutes; and

NOW, THEREFORE, in consideration of the covenants hereinafter set forth, the Parties agree as follows:

1. Purpose. The Parties agree that the purpose and intent of this Agreement is as follows:

   a. This Agreement shall serve as a contract between the City and REDI, as an entity engaged in economic development activities in cooperation with and on behalf of the City, in accordance with Texas statutes. The purpose of this Agreement is: i) to retain the services of REDI to perform economic development activities; ii) to support economic growth throughout the City in order to enhance the economic well-being of the citizens of the Region; and iii) to provide the City all Executive Level Investor Benefits as provided to other Executive Level partners (See Attached?).

   b. Services provided by REDI shall supplement the Economic Development Strategic Plan of the Region and shall be designed to complement the ongoing activities of the City and other municipalities within the Region, Workforce Solution Northeast Texas, Texarkana College, Texas A&M University – Texarkana, Texarkana USA Chamber of

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

Commerce, and the other existing entities whose goals supplement the economic development efforts within the City.

REDI shall remain the designated Economic Development Organization ("EDO") for Texas Economic Development and Tourism ("EDT") and Texas Economic Development Council ("TEDC"), and REDI shall continue its efforts in connection with Team Texas and with other TEDC board and committee meetings. At City's request, REDI shall review and recommend requests for economic development incentives and/or matching funds to be presented to the City Council. City may provide REDI access to relevant recruitment communications between EDT and the foregoing organizations, including, but not limited to leads; briefings; programs; directives; responses; information; and invitations in City's sole discretion.

2. Recitals; Supersede. The above recitals are true and correct and form a material part of this Agreement upon which the Parties have relied

3. Term.

a. This Agreement shall commence on October 1, 2022 and terminate on September 30, 2027, unless terminated earlier as provided herein, subject to annual funding approval by the City Council.

b. This Agreement will terminate, by written notice from either Party to the other Party, if the City Council fails to approve the annual payment for services contemplated in Paragraph 4.a. below, prior to September 30th of each fiscal year.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

4. Payment for Services.

a. Compensation Subject to the City's budget approval and appropriate allocation of funds, City shall pay to REDI the sum of FIVE HUNDRED THOUSAND AND 00/100 DOLLARS ($500,000.00) for the time period of October 1, 2022, to September 30, 2027, such sum being the total compensation to be paid by the City for the work performed under this Agreement. Compensation shall be payable monthly in twelve (12) equal payments of Eight Thousand Three Hundred and Thirty-Three Dollars and 33/100 ($8,333.33) per fiscal year with the total annual payment being ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00); except that payment for October 2022 and November 2022 shall be made in one payment in November 2022 on REDI shall collect matching private, non-public funds, equal to or greater than the equivalent of ONE HUNDRED THOUSAND AND 00/100 DOLLARS ($100,000.00) per year, which shall be collected by September 15th of each fiscal year. Failure by REDI to collect said funds shall not terminate this Agreement but may be considered by the City Council in determining whether to either approve funding the annual payment for services hereunder for the following year or to extend the term of this Agreement and to commit funding for the services of REDI, beyond the term of this Agreement.

b. Future Obligations. It is the desire of the City to commit funding for the services of REDI for a five year period commencing on October 1, 2022, upon demonstration of successful performance by REDI in the manner described by this Agreement. Notwithstanding this goal, determination whether the City shall participate with, and provide funding to, REDI annually and for any subsequent years beyond the term of

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

this agreement rests within the sole discretion of the City Council. Nothing herein shall obligate the City to fund any activities beyond those identified in this Agreement or for which funding has not been approved by the City Council.

5. Scope of Services. REDI agrees to provide the following services to the City:

a. REDI shall plan, implement, and evaluate a program of services to recruit new businesses to the City pursuant to REDI's Program of Work approved by the REDI Board of Directors, a written copy of such plan shall be provided on an annual basis to City. REDI shall disregard boundaries within Bowie and Miller Counties in its program and shall make all reasonable efforts to work with all sectors of local government and the Texarkana Chamber of Commerce in the implementation of its program.

b. REDI shall engage in good faith efforts to foster the goals of diversity and equitable minority participation in its economic development outreach, planning, and programming actions. REDI shall pursue the goal of full economic participation in actions supportive of the ethnic and racial diversity of the Region. REDI shall use the funds herein provided for expenditures generally recognized as appropriate for operations for economic and business development purposes.

c. (i) Promotional Materials. REDI shall prepare promotional materials and statistical studies related to economic development and shall collaborate with the City regarding the content of such material. These materials shall include positive aspects of the City and Region and provide prospective businesses and industry within Bowie and Miller Counties with the latest statistics on the Region's growth and desirable features as a place to locate and expand. The City agrees to provide REDI, upon REDI's written request with access to economic development activity information City has available

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

to accomplish this task. REDI will promote the City's special districts and all other industrial/commercial sites located in the unincorporated Counties on an equal basis with incorporated areas.

(ii) Press Announcements. When either Party is announcing newly recruited businesses, REDI and the City agree to provide a copy of the new business approved press release to the other side at least two business days prior to the scheduled release. Without the City's prior consent, no press announcement will include a quote from the Mayor, any member of the City Council, or City staff. The Parties acknowledge that the new business client may dictate timing and content of any announcements, which the Parties will collectively work together to fulfill.

(iii) Communication. REDI professional staff and City professional staff will schedule regular meetings to strengthen connectivity between the Parties. Participants will share project status updates/needs, analyze wins/losses, coordinate marketing strategies, and discuss creative programs to support recruitment efforts. Both Parties will provide the other Party with updates on current projects and initiatives, including without limitation updates from REDI on existing industry growth or shrinkage and any other pertinent data that would be important as REDI markets the Region to both the US and abroad.

c. REDI will provide independent professional advice on proposed industrial and commercial sites located in the City and develop marketing materials as appropriate for these sites. In addition, REDI will provide independent professional advice on proposed industrial and commercial sites in other future areas deemed important by Bowie and Miller Counties to recruitment and expansion projects.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

d. REDI will serve as a recruiter on behalf of the City for new businesses, jobs, and capital investment. REDI shall prioritize its business recruitment efforts on the following target industries:

- Automotive Manufacturing (including Parts and Components)
- Machine Manufacturing
- Medical Equipment and Supplies
- Food Manufacturing
- Emerging Technologies (including Aerospace/Automotive Research & Development
- Distribution and Warehouse

e. REDI will provide access to consulting contracts and usage of said contracts for the purposes of City economic development programs, including but not limited to site selection, networking, lead generation, marketing, advertising, graphic design, photography, analysis, planning, videography, drones, content development, and any other contracted services that could be of benefit to the City.

f. REDI will provide technical assistance with developing and maintaining a written strategic economic development plan for the City of Texarkana, Texas, and will advise the City on incentive programming, tax base expansion, and economic diversification strategies.

g. REDI will participate in incentive packages and offers with the City on qualifying projects.

REDI shall provide the City with performance metrics specific to activities provided to Texarkana, Texas in its annual report each year including, but not limited to, business

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

recruitment initiatives and marketing plan for each entity selected in each target industry. The professional staff of REDI shall conduct regular meetings with the economic development designees of the City to facilitate cooperation and communication regarding the REDI program.

6. Conflicts of Interest. REDI, its agents, employees and members shall disclose, in writing, any potential conflicts of interest or dual representation at the initiation of any discussions with the City concerning a project or individual. If such role relates to real estate, that person or entity shall comply with applicable state law regarding real estate relationships.

7. Participation by City. The City shall provide reasonable notice and meeting materials to REDI of all board, executive committee, and other committee meetings related to economic development as is deemed appropriate and reasonable in City's sole discretion.

8. Reports.

   a. On or before May 15th of each year during the term of this Agreement, REDI shall submit a written report to the City Manager or designee detailing how the funds received under this Agreement were spent and the results of the efforts of REDI. Such reports shall include an assessment of the accomplishments by REDI of its then-current Program of Work, as adopted by REDI's Board of Directors.

   b. REDI shall make available for inspection its annual financials and supporting documentation to the City. REDI shall comply with all state laws relating to public-private partnerships for economic development and shall provide the City with an accounting of public funds when requested by the City.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

9. Public records. Requests for confidentiality of proprietary confidential business information shall be processed by REDI in conformance with Texas law. REDI shall promptly provide to the City any record in its possession upon request. Any information that is deemed proprietary confidential business information shall be appropriately marked as such prior to provision to City.

10. Independent contractor. REDI shall serve as in independent contractor to the City. REDI shall not be construed to be an agent or employee of the City. Nothing in this Agreement shall be construed to establish an agency, partnership, or joint venture relationship between the City and REDI. REDI shall pay any and all applicable taxes required by law; shall comply with all pertinent federal, state, and local statutes including, but not limited to the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. REDI shall be responsible for all income tax, Social Security and Medicare taxes, federal unemployment taxes, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits, if any, shall be the responsibility of REDI, including but not limited to health and life insurance, retirement, liability/risk coverage, and Workers' and Unemployment Compensation. The City will not provide any space, facility, vehicle, or equipment to REDI to perform any of the duties required by the Agreement nor will the City pay for any business travel, office, or training expense or any other Agreement performance expense. REDI is not exclusively bound to the City and may provide service to other private and public entities as long as the service by REDI for such entities does not conflict with its services to the City under this Agreement.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

11. Insurance. REDI shall purchase and maintain insurance on behalf of its directors and officers for personal liability or accountability by reason of actions taken while acting within the scope of their authority and which occur during the term of this Agreement, regardless of date of claim. REDI shall provide proof of said insurance to the City within thirty (30) days of the effective date of this Agreement.
12. Indemnification. REDI shall hold harmless and indemnify the City from and against all claims, damages, losses, and expenses, including attorneys' fees and costs, arising out of or resulting from the performance of its obligations under this Agreement. To the extent permitted by law, REDI assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of REDI and its officers, employees, servants, and agents thereof while acting within the scope of their employment by REDI.
13. Cooperation. REDI shall cooperate with the City in providing any additional information and documentation which is not specifically addressed in this Agreement, but which is necessary for compliance with applicable state and federal laws or that is necessary for the accounting of City funds.
14. Third parties. This Agreement is solely for the benefit of the City and REDI, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.
15. Assignment. This Agreement, and the rights and privileges established by it, shall not be assigned or transferred in whole or in part by either Party without the advanced written consent of the other Party, which consent may be granted or withheld in that Party's sole discretion, and any attempted assignment or transfer without the other Party's consent shall be null, void, and of no legal effect.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

16. Default. If either Party is found by the other to be in default of any terms or provisions of this Agreement, the Party not in default must notify the Party in default in writing. Said default shall be remedied or brought in to compliance by the Party in default within thirty (30) days of receipt of the notice. In the event the defaulting Party fails to timely correct or remedy the event of default, unless the time to cure period is extended in writing by the non-defaulting Party, the non-defaulting Party may declare the Agreement in default and may pursue any remedy available by law or equity against the defaulting Party.

17. Termination. This Agreement shall be subject to termination with or without cause by either Party upon sixty (60) days written notice to the other Party. Upon receipt of said written notice by the non-terminating Party, both Parties shall be relieved of any further obligations under this Agreement, including the City's obligation to tender any pending or future payment to REDI provided in paragraph 4 of this Agreement, save and except for those portions of this Agreement that survive termination pursuant to paragraph 19.

18. Compliance with laws and regulations. In performing under this Agreement, REDI shall abide by all applicable laws, statutes, ordinances, rules and regulations pertaining to, or regulating the performance set forth herein, including those now in effect and hereafter adopted. Notwithstanding paragraphs 16 and 17, any material violation of said laws, statutes, ordinances, rules or regulations shall constitute a material breach of this Agreement and shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to REDI.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

19. Survival of expiration or termination. Paragraphs 11, 12, and 13 shall survive the expiration or termination of this Agreement and are subject to enforcement by the City in accordance with Paragraph 20.

20. Enforcement. The laws of the State of Texas shall govern the validity, performance, and enforcement of this Agreement. Venue shall be City of Texarkana, Bowie County, Texas. The invalidity or unenforceability of any provision of this Agreement shall not affect or impair any other provision.

21. Time. Time is of the essence in this Agreement and this provision shall apply to all terms and conditions contained herein.

22. Headings. All sections and descriptive headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

23. Severability. If any provision, term, or clause of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, said provision, term or clause shall be severable, the remainder continuing in full force and effect, but only to the extent that the remainder does not become unreasonable or otherwise contrary to the purpose and intent of this Agreement.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

24. Notices. Notices required under this Agreement shall be sent by U.S. Mail, First Class, Certified, Return Receipt Requested, or nationally recognized express document service to the following persons representing the Parties:

City: City Manager
City of Texarkana
220 Texas Boulevard
Texarkana, TX 75501

REDI: President & CEO
AR-TX Regional Economic Development Inc.
6002 Summerfield Drive, Suite A
Texarkana, TX 75503

Cc: Atchley Russell Law Firm

1730 Galleria Oaks
Texarkana, TX 75503

25. Amendments. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective Parties.

26. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. There are no further or other agreements or understandings, written or oral in effect between the Parties relating to the subject matter of this Agreement. Both Parties have had the opportunity to consult legal counsel prior to executing this Agreement and enter into it with a full and complete understanding of its provisions.

27. Effective date. This Agreement shall take effect upon execution by both Parties.

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

CITY:

_____ _____

David Orr, City Manager Date

REDI:

_____ _____

Name, President & CEO Date

Attachment: 2022-150 ATTH 01 AR-TX REDI and City of Texarkana DRAFT ED Agreement (3896 : 2022-150 RES ARTX REDI Contract for

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-150 Goals & Perspectives (3896 : 2022-150 RES ARTX REDI Contract for Economic Development)

RESOLUTION NO. 2022-150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH AR-TX REGIONAL ECONOMIC DEVELOPMENT INITIATIVE FOR ECONOMIC DEVELOPMENT SERVICES IN AN AMOUNT NOT TO EXCEED $500,000 OVER THE NEXT FIVE YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has been a leader in regional economic development for decades partnering with Bowie and Miller counties, the City of Texarkana, Arkansas, and surrounding communities to improve the economic vitality and quality of life for residents; and

WHEREAS, AR-TX Regional Economic Development Initiative (ARTX REDI) is a non-profit group born from a unified vision for the future of Northeast Texas and Southwest Arkansas committed to helping businesses connect with economic development opportunities throughout the entire Texarkana region; and

WHEREAS, the City of Texarkana, Texas, has partnered with ARTX REDI since its inception in 2018; and

WHEREAS, the City of Texarkana, Texas, and ARTX REDI have worked together to answer economic development inquiries and present unified proposals and incentive packages informally for four years; and

WHEREAS, there is now a need for a more formal partnership between ARTX REDI and the City of Texarkana, Texas; and

WHEREAS, funds are available in the Economic Development Fund for regional economic development activities.

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

SECTION 1: The City Manager be and is hereby authorized to execute an agreement with ARTX REDI.

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

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:48p.m.

Attachment: 2022-150 RES REDI agreement signed (3896 : 2022-150 RES ARTX REDI Contract for Economic Development)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/9/2022 10:45 AM

Lead Department: Building Code Administration **Action Officer:** Mashell Daniel,

Subject: Ordinance No. 2022-131 amending Chapter 8, "Animal Care and Control", of the Code of Ordinances, by adding Section 8-21 "Impoundment or adoption; sterilization requirement."

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

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

Updates/History of Briefing:

Executive Summary and Background Information:

To control the local population of unwanted or stray dogs and cats, staff recommends adding Section 8-21 “Impoundment or adoption; sterilization requirement” to the Animal Care and Control ordinance. This section states animals impounded by the City must be sterilized within 30 days upon returning to the owner unless the animal has an unaltered animal permit, is less than 6 months of age, or a veterinarian determines sterilization is detrimental to the health of the animal.

Animals that are impounded are at large, so therefore can and will reproduce if they are not sterilized. This ordinance will encourage animal owners to sterilize their pets if impounded, as an unaltered pet permit costs are similar to the cost of sterilizing the pet.

Section (b) mimics state law in that an animal adopted from an animal shelter or the City must be sterilized within 30 days after adoption from an animal shelter.

The definition of Adoption is changed from the purchase of an animal to the acquisition of an animal, as all animals are not purchased.

The definition of Animal Control Officer is changed to add the abbreviation “ACO”.

Potential Options:

- Approve or Deny
-

Fiscal Implications:

None

City of Texarkana, Texas

Staff Recommendation:
Staff recommends for approval.

Advisory Board/Committee Review:
Texarkana Animal Coalition Team (TACT)

Board/Committee Recommendation:
N/A

Advisory Board/Committee Meeting Date and Minutes:
October 20, 2022

Attachments

a. 2022-131 ORD amend Ch 8 Animals add 8-21 (DOCX)
b. 2022-131 Goals & Perspectives (DOCX)
c. 2022-131 ORD Amd. Chap. 8 Animal Control signed (PDF)

Staff Coordination

Building Code Administration	Mashell Daniel	Department Head Review	Completed	11/08/2022 4:08 PM
Municipal Prosecutor	Deborah Jones	Asst. City Attorney Review	Completed	11/08/2022 4:45 PM
City Attorney	Jennifer Evans	City Attorney Review	Skipped	11/09/2022 11:13 AM
City Manager	David Orr	City Manager Review	Completed	11/09/2022 3:41 PM
City Council	Jennifer Evans	Meeting	Completed	11/14/2022 6:00 PM

Meeting History

11/14/22 City Council MOVED FORWARD Next: 12/12/22

Publish

ORDINANCE NO. 2022-131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 8, "ANIMAL CARE AND CONTROL", OF THE CODE OF ORDINANCES BY ADDING SECTION 8-21, "IMPOUNDMENT OR ADOPTION; STERILIZATION REQUIREMENT", AND AMENDING SECTION 8-1 DEFINITIONS OF THE TERMS "ADOPTION" AND "ANIMAL CONTROL OFFICER"; CONTAINING REPEALER, SEVERABILITY, AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas provides for the care and control of animals within the city; and

WHEREAS, it is necessary and in the best interest of the City to curb and reduce the number of stray dogs and cats by introducing general requirements of spaying or neutering animals redeemed from impoundment or adopted from the City and allowing for specific exceptions including young age of the animal, veterinarian documentation that sterilization would be detrimental to the health of the animal, and securing an unaltered permit specific to the animal.

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

SECTION 1: Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas, shall be amended to add the following Section 8-21, "Impoundment or adoption; sterilization requirement", as follows:

Sec. 8-21. – Impoundment or adoption; sterilization requirement.

(a) *Impoundment*. Within thirty (30) days of the return of an impounded animal to its owner, the owner shall cause the animal to be sterilized by a licensed veterinarian unless (i) the animal is less than six (6) months of age, (ii) documentation from a licensed veterinarian is provided to the City that sterilizing the animal is detrimental to the health of said animal, or (iii) the owner has obtained a City-issued unaltered permit specific to the animal and has paid all applicable fees.

(b) *Adoption*. Within thirty (30) days of adoption of an animal from the City, the owner shall cause the animal to be sterilized by a licensed veterinarian unless (i) the director of animal control deems sterilization of the animal unwarranted or (ii) documentation from a licensed veterinarian is provided to the City that sterilizing the animal is detrimental to the health of said animal.

Attachment: 2022-131 ORD amend Ch 8 Animals add 8-21 (3842 : 2022-131 ORD amending Ch 8 Animal Care & Control)

Publish

(c) The owner of an animal shall be responsible for providing to the City proof of sterilization as required by this section.

(d) Any person who does not provide to the City proof of sterilization as required by this section shall be deemed guilty of a Class C misdemeanor.

SECTION 2: The definitions of the terms "Adoption" and "Animal Control Officer" contained in Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas, Section 8-1, shall be amended as follows:

Adoption means the acquisition of a dog or cat from the city for pet purposes.

Animal control officer (ACO) means the person designated by the city to represent and act for the city to enforce the provisions of this chapter; also known as an animal services officer.

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

SECTION 4: 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: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 6: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3, of the Charter of the City of Texarkana, Texas.

SECTION 7: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 8: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-131 ORD amend Ch 8 Animals add 8-21 (3842 : 2022-131 ORD amending Ch 8 Animal Care & Control)

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:		

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-131 Goals & Perspectives (3842 : 2022-131 ORD amending Ch 8 Animal Care & Control)

Publish

ORDINANCE NO. 2022-131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING CHAPTER 8, "ANIMAL CARE AND CONTROL", OF THE CODE OF ORDINANCES BY ADDING SECTION 8-21, "IMPOUNDMENT OR ADOPTION; STERILIZATION REQUIREMENT", AND AMENDING SECTION 8-1 DEFINITIONS OF THE TERMS "ADOPTION" AND "ANIMAL CONTROL OFFICER"; CONTAINING REPEALER, SEVERABILITY, AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

Recitals

WHEREAS, Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas provides for the care and control of animals within the city; and

WHEREAS, it is necessary and in the best interest of the City to curb and reduce the number of stray dogs and cats by introducing general requirements of spaying or neutering animals redeemed from impoundment or adopted from the City and allowing for specific exceptions including young age of the animal, veterinarian documentation that sterilization would be detrimental to the health of the animal, and securing an unaltered permit specific to the animal.

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

SECTION 1: Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas, shall be amended to add the following Section 8-21, "Impoundment or adoption; sterilization requirement", as follows:

Sec. 8-21. – Impoundment or adoption; sterilization requirement.

(a) *Impoundment*. Within thirty (30) days of the return of an impounded animal to its owner, the owner shall cause the animal to be sterilized by a licensed veterinarian unless (i) the animal is less than six (6) months of age, (ii) documentation from a licensed veterinarian is provided to the City that sterilizing the animal is detrimental to the health of said animal, or (iii) the owner has obtained a City-issued unaltered permit specific to the animal and has paid all applicable fees.

(b) *Adoption*. Within thirty (30) days of adoption of an animal from the City, the owner shall cause the animal to be sterilized by a licensed veterinarian unless (i) the director of animal control deems sterilization of the animal unwarranted or (ii) documentation from a licensed veterinarian is provided to the City that sterilizing the animal is detrimental to the health of said animal.

Attachment: 2022-131 ORD Amd. Chap. 8 Animal Control signed (3842 : 2022-131 ORD amending Ch 8 Animal Care & Control)

Publish

(c) The owner of an animal shall be responsible for providing to the City proof of sterilization as required by this section.

(d) Any person who does not provide to the City proof of sterilization as required by this section shall be deemed guilty of a Class C misdemeanor.

SECTION 2: The definitions of the terms "Adoption" and "Animal Control Officer" contained in Chapter 8 of the Code of Ordinances of the City of Texarkana, Texas, Section 8-1, shall be amended as follows:

Adoption means the acquisition of a dog or cat from the city for pet purposes.

Animal control officer (ACO) means the person designated by the city to represent and act for the city to enforce the provisions of this chapter; also known as an animal services officer.

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

SECTION 4: 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: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 6: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3, of the Charter of the City of Texarkana, Texas.

SECTION 7: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 8: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:49p.m.

Attachment: 2022-131 ORD Amd. Chap. 8 Animal Control signed (3842 : 2022-131 ORD amending Ch 8 Animal Care & Control)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 12/7/2022 2:09 PM

Lead Department: City Manager **Action Officer:** Vicky Coopwood, Assistant City Secretary

Subject: Ordinance No. 2022-137 providing for the limited-purpose annexation of approximately 8.755 acres in H. S. Janes HRS, A-306, Bowie County, Texas, by owner consent and pursuant to the City's Strategic Partnership Agreement with Macedonia-Eylau Municipal Utility District No. 1 of Bowie County.

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

Item Schedule

Updates/History of Briefing:

The City has issued notices to governmental entities and utilities of the proposed limited-purpose annexation and published the form of the proposed ordinance in the newspaper per Article I, Section 5 of the City Charter.

Executive Summary and Background Information:

In 2021, the City was approached by RaceTrac, Inc., to evaluate for commercial development the voluntary annexation of real property generally situated at the Northeast corner of the intersection of U.S. Highway 59 and S. Kings Highway --- an area within the City's extraterritorial jurisdiction and within the territory and service area of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County. This evaluation led to the Strategic Partnership Agreement ("SPA") between City and District which identified specific areas for commercial development; and within those identified property areas, commercial development strategies agreed-upon by the City and District included commencement of limited-purpose annexations and ordinances for zoning, health, safety, and use of such limited-purpose annexed property, including any ordinance authorized by Chapter 251 of the Texas Alcoholic Beverage Code.

The SPA specifically addressed an intended strategy of full-purpose annexation and commercial development generally along the U.S. Hwy. 59 corridor bordered to the west by Kings Highway and to the east by the City's territorial city limits; this "Corridor" encompasses (1) the commercial property only on the north side of the Corridor and abutting U.S. Hwy. 59, (2) the portion of the U.S. Hwy. 59 footprint within the Corridor, and (3) the right-of-way only on the south side of the Corridor.

The proposed RaceTrac development anchors the western point of the Corridor. Cole & Prewitt, LLC, as the current owner, and RaceTrac, Inc., as the prospective purchaser under a negotiated sale agreement have either requested from or consented to the City annexing the property for limited purposes to enable certain development incentives to facilitate commercial development of the Property for a future RaceTrac site; this documentation is included in the agenda packet materials.

Ordinance No. 2022-137 implements the SPA limited-purpose annexation strategy with respect to the proposed RaceTrac site. It has been represented to the City that limited-purpose annexation of the property together with passage of an ordinance authorized by Chapter 251 of the Texas Alcoholic Beverage Code will be requisite circumstances for RaceTrac to consummate its sales agreement for the purchase of the site.
If passed by the Council, the ordinance will become effective only upon City Council approval of and execution by City and RaceTrac of a municipal services agreement following RaceTrac's acquisition of the site.

Potential Options:

- Approval or no approval of the proposed ordinance
-

Fiscal Implications:

The City will incur costs of notice and publication as may be required by law for any discrete annexation proceeding, including publication costs of this proposed ordinance in the form in which such may be finally passed as required by Article I, Section 5 of the City Charter.

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. 2022-137 ORD LPA RaceTrac (DOCX)
b. 2022-137 ATTH 01 Letter of Request (PDF)
c. 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (PDF)
d. 2022-137 ATTH 03 LPA ord publication (PDF)
e. 2022-137 Goals & Perspectives (DOCX)
f. 2022-137 ORD MEMUD annexation signed (PDF)

Staff Coordination

City Manager	Vicky Coopwood	Department Head Review	Completed	11/09/2022 4:43 PM
Finance Department	Jennifer Evans	Finance Review	Skipped	11/10/2022 7:55 AM

City of Texarkana, Texas

City Manager 11:07 AM	David Orr	City Manager Review	Completed	11/10/2022
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	11/14/2022

Meeting History

11/14/22	City Council	MOVED FORWARD	Next: 12/12/22

ORDINANCE NO. 2022-137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR THE LIMITED-PURPOSE ANNEXATION OF APPROXIMATELY 8.755 ACRES OF LAND IN H. S. JANES HRS, A-306, BOWIE COUNTY, TEXAS, BY LANDOWNER CONSENT AND STRATEGIC PARTNERSHIP AGREEMENT BETWEEN MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY AND THE CITY OF TEXARKANA, TEXAS; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE TO OCCUR UPON A SPECIFIED EVENT.

WHEREAS, Cole & Prewitt, LLC, as owner, and RaceTrac, Inc., as prospective purchaser under a negotiated sale agreement, of an approximate 8.755 acres of land within the extraterritorial jurisdiction of the City of Texarkana, Texas, and within the territory of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, specifically described in Section 1 of this Ordinance and generally situated at the Northeast corner of the intersection of U.S. Highway 59 and S. Kings Highway ("the Property"), have either requested from or consented to the City of Texarkana, Texas, annexing the Property for limited purposes to enable certain development incentives to facilitate commercial development of the Property for a future RaceTrac site; and

WHEREAS, the Property is within an area identified for limited-purpose annexation and full-purpose annexation pursuant to a Strategic Partnership Agreement between Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and the City of Texarkana, Texas, approved by the Board of Directors of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County on September 26, 2022, approved by the City Council on October 24, 2022, and entered into on October 24, 2022 ("the SPA"), incorporated herein by reference for all purposes; and

WHEREAS, before instituting a limited-purpose annexation proceeding, notice and publication procedures were duly followed with respect to this Ordinance and the territory proposed for limited-purpose annexation; and

WHEREAS, before instituting a limited-purpose annexation proceeding, the City Council gave all interested persons the right to appear and to be heard, calling and conducting a public hearing for the territory described in Section 1 of this Ordinance during the regular City Council meeting held on December 12, 2022, at City Hall, 220 Texas Boulevard, Texarkana, Texas; and

WHEREAS, the City Council finds and determines that all requirements for City Council consideration of this limited-purpose annexation as may be applicable and found in the SPA and the Texas Local Government Code have been complied with, and the City Council considers it appropriate to proceed with limited-purpose annexation of the Property effective upon a specified event — the execution of a commercial services agreement between the City and RaceTrac, Inc., following the acquisition of the Property by RaceTrac, Inc., setting out essential terms for the commercial development of the Property.

Attachment: 2022-137 ORD LPA RaceTrac (3850 : 2022-137 ORD MEMUD annexation)

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

SECTION 1: Upon the Effective Date of this Ordinance, the Property, as described below in this section, is hereby annexed by the City of Texarkana, Bowie County, Texas, only for limited purposes in accordance with the SPA and the Texas Local Government Code:

All that certain lot, tract or parcel of land lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, being all of that certain tract of land described as Tract 1 with 4 acres, and Tract 2, with 0.74 in the deed from N. E. Jones Oil Company, Inc. to Cole & Prewitt, LLC., dated April 14, 2015, recorded in Document No. 2015-3696 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 3.963 acres in the deed from Gary Tipton, et al to Cole & Prewitt, LLC., dated December 29, 2015, recorded in Document No. 2016-35 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 0.215 acres in the Order to Close, Abandon, and Vacate Black Drive, from the Bowie County Commissioners Court to Cole & Prewitt, LLC, recorded in Document No. 2022-00012360 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch square pipe found for a corner, lying in the East right-of-way line of Farm-to-Market Road 989 (South Kings Highway), the Northwest corner of the said 4 acre tract, and the Southwest corner of that certain tract of land described as 20.903 acres in the deed from Woody Ridge Livestock Auction, LLC to SMBL Cattle Company, LLC, dated August 25, 2016, recorded in Document No. 2016-10474 of the Real Property Records, Bowie County, Texas

THENCE North 70 degrees 46 minutes 33 seconds East a distance of 244.41 feet generally along a fence line and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, the Northeast corner of the said 4 acre tract, the Northwest corner of the said 3.963 acre tract, and at an angle point in the South line of the said 20.903 acre tract;

THENCE North 87 degrees 38 minutes 42 seconds East a distance of 265.29 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the North line of the said 3.963 acre tract, the Southeast corner of the said 20.903 acre tract, and the Southwest corner of Lot No. 3, Block No. 2 of Lake Drive Plaza Subdivision, according to the plat recorded in Volume 5435, Page 1 of the Real Property Records, Bowie County, Texas;

THENCE North 87 degrees 48 minutes 46 seconds East a distance of 29.53 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 3.963 acre tract, lying in the South line of the said Lot No. 3, and the Northwest corner of that certain tract of land described as 1.916 acres in the deed from Thomas A. Simpson, et ux, to Gary W. Treadway, dated March 11, 2015, recorded in Document No. 2015-3028 of the Real Property Records, Bowie County, Texas, said corner bears North 87 degrees 48 minutes 46 seconds East a distance of 176.16 feet to a 1/2 inch steel rod, found for the Northeast corner of the said 1.916 acre tract;

Attachment: 2022-137 ORD LPA RaceTrac (3850 : 2022-137 ORD MEMUD annexation)

THENCE South 23 degrees 41 minutes 34 seconds East a distance of 576.41 feet generally along a fence line, the East line of the said 3.963 acre tract and the West line of the said 1.916 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying the North right-of-way line of U.S. Highway No. 59 (South Lake Drive), the Southeast corner of the said 3.963 acre tract, and the Southwest corner of the said 1.916 acre tract, at the beginning of a circular curve, to the left, said corner bears North 49 degrees 49 minutes 52 seconds East a distance of 162.86 feet to a 1/2 inch steel rod, found for the Southeast corner of the said 1.916 acre tract;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 414.64 feet, with a delta angle of 06 degrees 05 minutes 31 seconds, a radius of 3899.84 feet, a chord bearing of South 45 degrees 35 minutes 23 seconds West, and a chord distance of 414.45 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point in the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive;

THENCE South 80 degrees 46 minutes 00 seconds West a distance of 124.00 feet along the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying at intersection of the North right-of-way of the said South Lake Drive, and the East right-of-way line of the said South Kings Highway, the Southwest corner of the said 0.74 acre tract;

THENCE North 24 degrees 17 minutes 59 seconds West a distance of 130.54 feet along the East right-of-way line of the said South Kings Highway and the West line of the said 0.74 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 0.74 acre tract, the Southwest corner of the said Black Street 0.215 acre tract;

THENCE North 24 degrees 27 minutes 14 seconds West a distance of 687.99 feet along the East right-of-way line of the said South Kings Highway, the West line of the said 0.215 acre tract, and the West line of the said 4 acre tract to the point of beginning and containing 8.755 acres of land, more or less.

SECTION 2: The City Council affirms the limited purposes of annexation of the Property as stated in Section 3.2 of the SPA; and this Ordinance should not be construed as authorizing full-purpose annexation of the Property or requiring the City Council to authorize full-purpose annexation of the Property.

SECTION 3: As provided in Texas law and set forth in Section 3.3 of the SPA, upon the Effective Date of this Ordinance, the qualified voters of the Property — being an area annexed for limited purposes — are entitled to vote in City municipal elections regarding the election or recall of members of the City Council and the amendment of the City's municipal charter; however, such voters may not vote in any municipal bond election. Further, a resident of the Property — being an area annexed for limited purposes — is not eligible to be a candidate for or to be elected to a City municipal office.

SECTION 4: Following the Effective Date of this Ordinance: the City Secretary shall file with the County Clerk of Bowie County, Texas, a certified copy of this Ordinance; and the City

Attachment: 2022-137 ORD LPA RaceTrac (3850 : 2022-137 ORD MEMUD annexation)

Manager or designee shall cause the map of the boundaries of the City and its extraterritorial jurisdiction to be updated in accordance with this Ordinance to identify the Property as a Limited-Purpose Annexation area.

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

SECTION 6: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 7: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 8: *Effective Date of this Ordinance*. This Ordinance shall be in full force and effect only upon the occurrence of the following event:

> City and RaceTrac, Inc, executing a commercial services agreement (following RaceTrac, Inc., acquiring ownership of the Property) setting out essential terms for the commercial development of the Property, such terms to include but not be limited to the following: RaceTrac, Inc., confirming its intent, consent, and agreement for full-purpose annexation of the Property; RaceTrac, Inc., compliance with City building, land development, fire, planning, zoning, health and safety, and drainage ordinances in the development of and construction upon the Property; an estimate of infrastructure costs and the proportionate responsibility as between the parties for payment of such costs; City services to be provided for the Property on or after the effective date of full-purpose annexation; RaceTrac, Inc., payment or reimbursement of City publication costs, filing fees, and other fees required by law or City Charter pertaining to limited-purpose annexation and full-purpose annexation of the Property; and reimbursement to the City by RaceTrac, Inc., of the amount of compensation, if any, required to be paid by City pursuant to Texas Health & Safety Code Section 775.022 with respect to full-purpose annexation of the Property.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-137 ORD LPA RaceTrac (3850 : 2022-137 ORD MEMUD annexation)

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 I Plano, Texas 75075
Main 972.422.0077 I Fax 972.422.0075
TBPE No. F-2121 I TBPLS No. F-10043100

August 10, 2021

Mr. David Orr
City Manager
City of Texarkana, Texas
PO Box 1967
Texarkana, Texas 75501

Re: **Request for Due Diligence Exploration of Voluntary Annexation**
4601 S. Lake Drive, Texarkana, Texas

Dear Mr. Orr:

Please accept this letter of request for an exploration of Voluntary Annexation for the subject property, generally located at 4601 S. Lake Drive within the ETJ of Texarkana, Texas. My client is RaceTrac Petroleum and is under contract to purchase the subject tract and develop as a convenience store generally in keeping with the attached concept plan. As a part of our due diligence, we would like to explore the possibility of annexation into the corporate limits of the City. Should you have any questions or concerns, please feel free to contact me.

Regards,

David Bond

David J. Bond, P.E.

Attachment: 2022-137 ATTH 01 Letter of Request (3850 : 2022-137 ORD MEMUD annexation)

RaceTrac, Inc.
200 Galleria Parkway SE, Suite 900
Atlanta, GA 30339

LETTER AGREEMENT BY AND BETWEEN RACETRAC, INC. AND COLE & PREWITT, LLC

This letter shall set forth our written agreement and understanding ("Agreement") between RACETRAC, Inc. ("Purchaser") and COLE & PREWITT, LLC ("Seller") in relation to an approximately 8.54-acre tract located at the northeast corner of Highway 59 and Kings Highway (the "Future RaceTrac Site"). The Future RaceTrac Site will be developed (if applicable) in a substantially similar manner as shown on Exhibit A, subject to any revisions that are mutually agreed upon between the Purchaser and the City."

Seller and Purchaser have negotiated a sale agreement for the Future RaceTrac Site. Over the course of negotiations for the Future RaceTrac Site, Purchaser has worked with the City of Texarkana (the "City") and Macedonia-Eylau Municipal Utility District No. 1 (the "District") to determine a solution that will allow for Purchaser to sell alcoholic beverages at the Future RaceTrac Site.

Purchaser has determined that a Strategic Partnership Agreement ("SPA") substantially similar to the form of agreement attached hereto as **Exhibit B** will need to be executed between the City and District. The SPA between the City and the District will resolve the issue of bringing the Future RaceTrac Site within the city limits for the purpose of alcohol sales. In accordance with the approval of the SPA, the City will need to approve a limited-purpose annexation ordinance for the Future RaceTrac Site. In addition to the limited-purpose annexation by the City, the Future RaceTrac Site will require an approval of an Alcohol Beverage Code ordinance over the Future RaceTrac Site.

The undersigned hereby acknowledges and consents to the items provided above. The consents are being solely provided for the transactions expressly described hereunder and are not intended to imply consent or authorization to any other transactions or as to any future transactions.

RACETRAC, INC.

By: _____

Name: Jacob Gunnerson

Title: Vice President

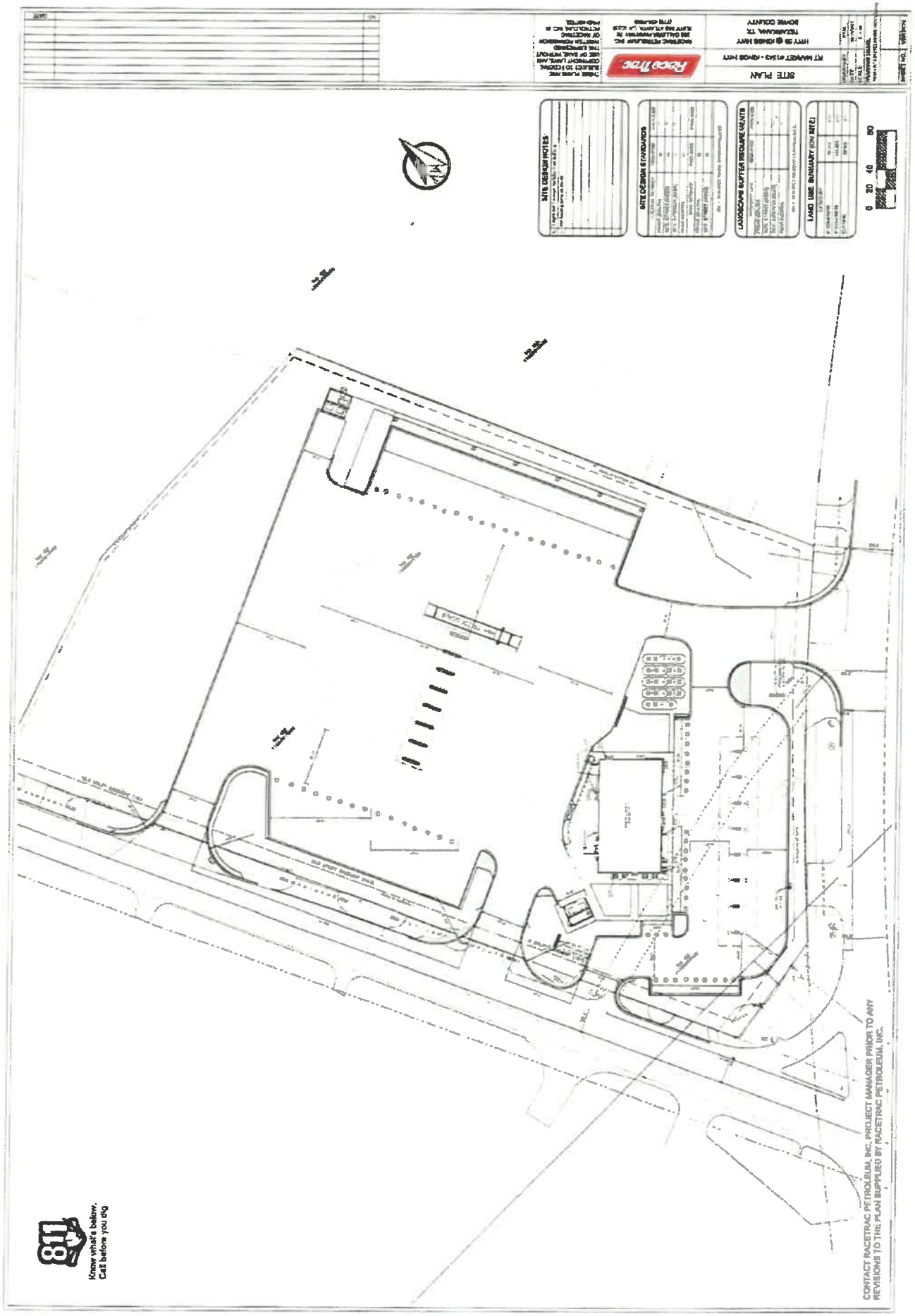
COLE & PREWITT, LLC

By: _____

Name: Kim Cole

Title: MANAGER

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)



Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

Strategic Partnership Agreement

* * * * *

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County
and
City of Texarkana, Texas

This Strategic Partnership Agreement ("Agreement"), authorized by Section 43.0751 of the Texas Local Government Code, is entered into by and between the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government ("City"), and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended ("District").

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the "Act") authorizes City and District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, City and District desire to enter into this Agreement, which they negotiated by mutual consent; and

WHEREAS, District encompasses a coverage area for water and sewer service to the west and southwest of City as set out in **Exhibit "A"**, and portions of District are located within City's extraterritorial jurisdiction ("ETJ"); and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited-purpose annexation of any commercial property within the delineated boundaries of **Exhibit "B"** which is wholly within the District and City's ETJ ("Limited Purpose Property"), and full-purpose annexation at the option of the City of certain commercial property in and within such boundaries as set forth herein, with a corresponding Statement of Work to implement such full-purpose annexation detailed in **Exhibit "C"**; and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited-purpose annexation of any commercial property within the delineated boundaries of **Exhibit "D"** which is wholly within the District and City's ETJ ("Limited Purpose Property"), and full-purpose annexation at the option of the City of property in and within such boundaries as set forth herein; and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex any portion of Limited Purpose P roperty for the limited purposes set forth herein; and

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

2.2 Effective Date and Filing. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date that the City adopts and approves this Agreement ("Effective Date"). City shall file this Agreement in the Real Property Records of Bowie County, Texas; provided, however, that the filing date of this Agreement shall not be construed as the Effective Date of this Agreement.

2.3 Term. This Agreement commences on the Effective Date and shall continue until the City annexes the entirety of Limited Purpose Property for full purposes or disannexes the entirety of Limited Purpose Property; and except as otherwise provided herein, this Agreement shall not apply to any portion of the Limited Purpose Property that has been fully annexed by City.

Article III. Scope of Agreement

3.1 District Continuity; Powers and Functions Retained by District. District shall continue in existence during the term of this Agreement and is authorized to exercise all of its powers and functions provided by existing law or any amendments or additions thereto as it pertains to the Limited Purpose Property. District's assets, liabilities, indebtedness, and obligations will remain the responsibility of District. [*See* Act, subsection (f)(1).] This Agreement does not convert District into a "Limited District" as defined by law. [*See* Act, subsections (a)(3), (f)(6).]

3.2 District Consent; Limited-Purpose Annexation. District, on behalf of itself and all present and future landowners within the District, hereby requests that City annex any commercial property within the Limited Purpose Property (**Exhibit "B"** and **Exhibit "D"** of this Agreement) for the express limited purposes as set forth in this Agreement; District consents to such limited-purpose annexation; District further consents to noncontiguous annexation of such commercial property [*see* Act, subsection (r)]; and such consent shall bind District and all current and future landowners within the District. City may commence limited-purpose annexation of any commercial property within the Limited Purpose Property following the Effective Date. District acknowledges that City may adopt and approve one or more limited-purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code at various times throughout the Term of this Agreement; and District acknowledges and agrees that no additional notices, hearings, or other procedures are required by law in order for City to adopt and approve such limited-purpose annexations. District and City agree that limited-purpose annexation of any commercial property in and within the Limited Purpose Property pursuant to this Agreement shall not obligate the City to provide any municipal services to such property. Should City choose to annex any commercial property within the Limited Purpose Property for a limited-purpose annexation and thereby exercise any authority set out in this Agreement over such property, then from and after the date of such limited-purpose annexation, (i) such limited-purpose annexation and exercise of authority shall not be interpreted to bind City to the assumption or repayment of District debt, (ii) neither District nor any landowners of taxable property within the District are liable for any present or future City debts, (iii) current and future ad valorem taxes levied by City will not be levied on taxable property within the District; and (iv)

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

(b) City will be required to install sewer flow meters at two lift stations which currently have non-operational flow meters, and District will be required to install flow meters at other lift stations in its system; and

(c) District will transfer to City ownership the existing three-inch force main within the right-of-way on the south side of the Corridor that City currently maintains for District.

3.5 District Consent: Full-Purpose Annexation of Certain Terry St. / S. Bishop Rd. Acreage. District consents to full-purpose annexation of commercial property in and within the Limited Purpose Property as detailed in **Exhibit "D"**, generally bordered to the north in part by Terry St. and to the east by S. Bishop Rd. ("Terry/Bishop Tracts") pursuant to the terms set forth in this section. [*See* Act, subsections (f)(4), (f)(5), and (h).] District further consents to noncontiguous annexation of such property. [*See* Act, subsection (r).] District represents that it cannot provide either water or sewer service to the Terry/Bishop Tracts. District acknowledges that City may adopt and approve a full-purpose annexation ordinance for one or more of the Terry/Bishop Tracts at a meeting or meetings conducted in accordance with Chapter 551 of the Government Code; the date of City's approval and adoption of such respective ordinance for one or more of such tracts shall be deemed the full-purpose annexation date of the respective Terry/Bishop Tracts; and District acknowledges and agrees that no additional notice, hearing, or other procedures are required by law in order for City to adopt and approve such full-purpose annexation. City may utilize, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of the Terry/Bishop Tracts. Nothing in this Agreement shall be construed to require the City to submit to its City Council for approval or the City Council to approve full-purpose annexation of any or all of the Terry/Bishop Tracts. In the event of full-purpose annexation of any or all of the Terry/Bishop Tracts, City and District shall work cooperatively to obtain updated Certificates of Convenience and Necessity from the Texas Commission on Environmental Quality consistent with such full-purpose annexation.

3.6 Other Full-Purpose Annexation. Except as provided in Sections 3.4 and 3.5 of this Agreement, City and District must supplement this Agreement in the event of full-purpose annexation of other commercial property in and within the Limited Purpose Property pursuant to the terms set forth in this section. [*See* Act, subsections (f)(4), (f)(5), and (h).] District consents to noncontiguous annexation of such commercial property. [*See* Act, subsection (r).] City may, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property; and supplementation of this Agreement shall not be a requirement for City to utilize such other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property.

3.7 Request for Annexation. In the event a person requests City annexation of property wholly within the District and City's ETJ but not designated as Limited Purpose Property in this Agreement, and District's General Manager confirms to the City Manager that the District cannot provide water or sewer service to such property, then representatives of City and District shall

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

To City:

City of Texarkana, Texas
Attn: City Manager
220 Texas Boulevard
Texarkana, TX 75501

With copy to:
Atchley, Russell, Waldrop & Hlavinka, L.L.P.
Attn: Jeffery C. Lewis
1730 Galleria Oaks Dr.
Texarkana, TX 75503

To District:

Macedonia-Eylau Municipal Utility
District No. 1 of Bowie County
Attn: General Manager
701 S Kings Hwy
Texarkana, TX 75501

With copy to:
Miller, James, Miller & Hornsby, L.L.P.
Attn: Troy Hornsby
1725 Galleria Oaks Drive
Texarkana, Texas 75503

5.2 No Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bowie County, Texas, and hereby submit to the jurisdiction of the courts of Bowie County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

5.4 Authority to Execute. City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been authorized to do so. District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of District has been authorized to do so.

5.5 Entire Agreement; Severability. City and District have other agreements in effect pertaining to water and wastewater, and this Agreement shall not be construed as amending those agreements in any manner. With respect to matters authorized by law under the Act, this

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County

By: _____ Date: _____, 2022

Keith Griffie
General Manager

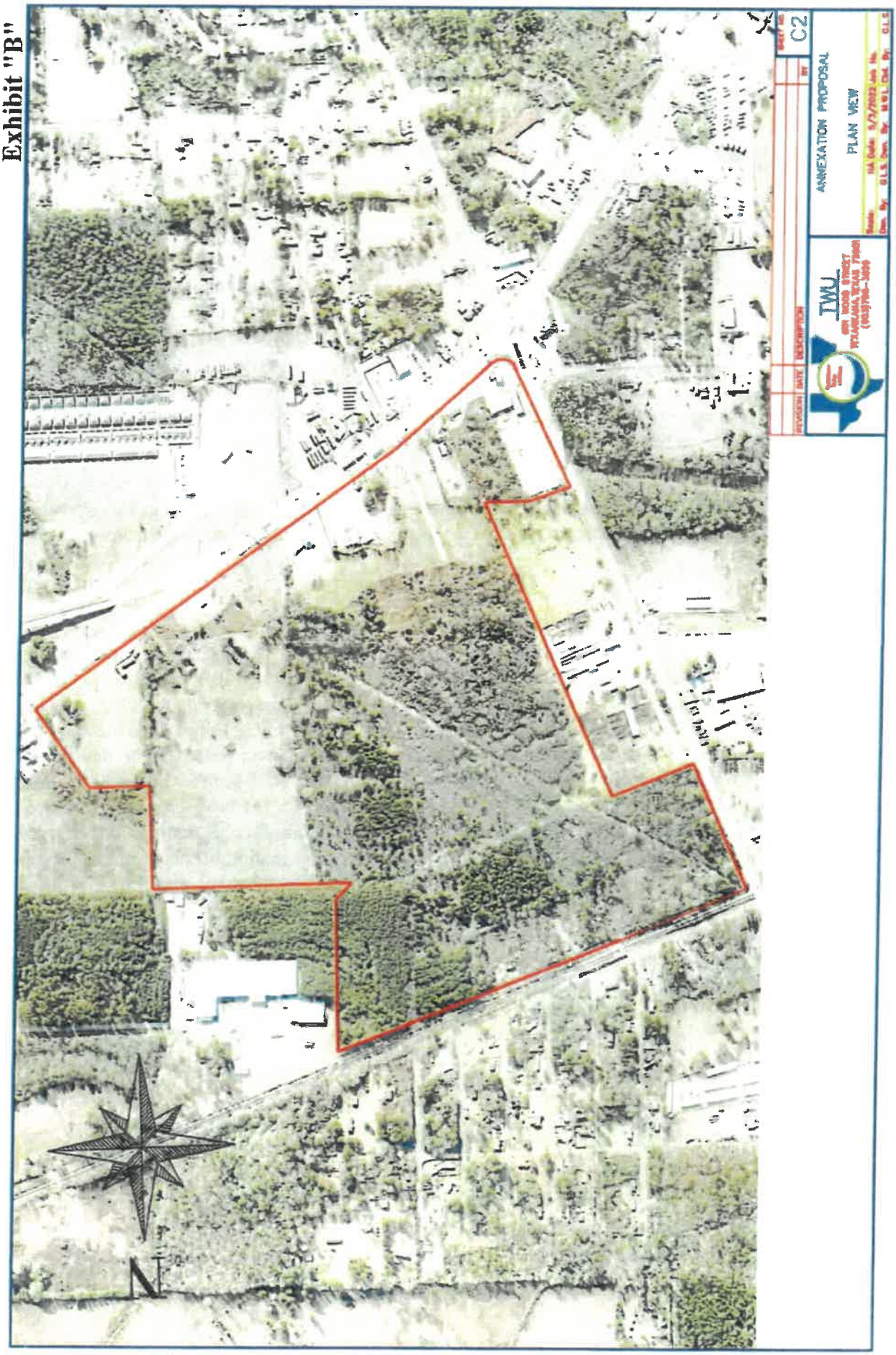
City of Texarkana, Texas

By: _____ Date: _____, 2022

David W. Orr, Ph.D.
City Manager

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

Exhibit "B"



Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

will work collaboratively on the installation of a meter on the lift station that serves the duplex subdivision located on the south side of US Hwy 59 just west of Loop 151, operation and ownership of the lift station after full-purpose annexation, and the equitable allocation of costs as between City and District.

II. Treated Water

A. City intends to relocate District's existing six-inch (6") master meter (located at the northwest quadrant of the intersection of US Hwy 59 and Loop 151) to the northeast quadrant of the intersection of US Hwy 59 and Kings Highway.

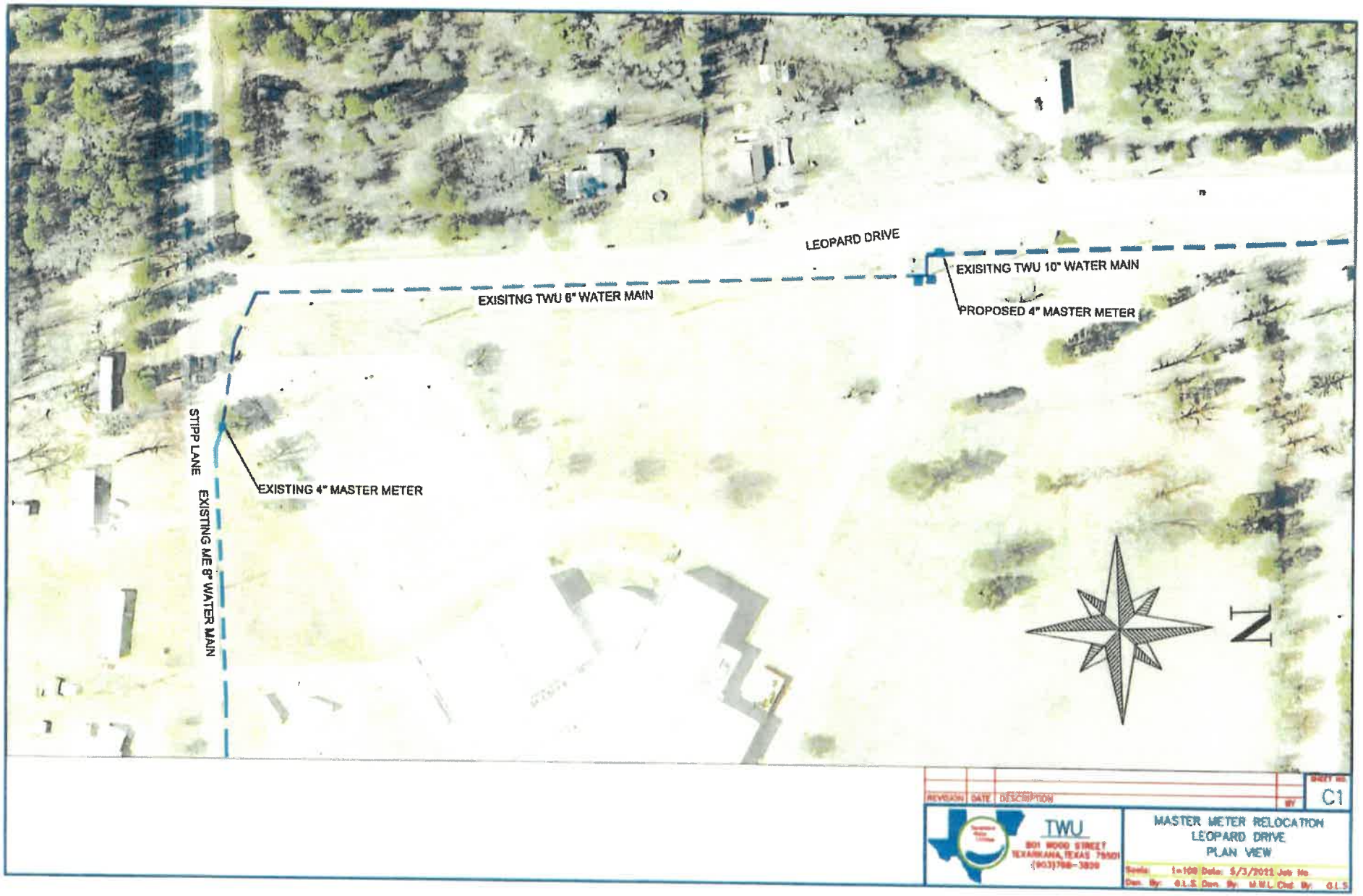
B. City intends to run a new six-inch (6") water main, beginning just west of the new master meter location, on the north side of Hwy 59, connecting to the existing four-inch (4") water main at Golden Rule (and City will decommission Golden Rule's existing connection to the existing twelve-inch (12") water main located on the north side of US Hwy 59), which will put the Golden Rule area on the downstream side of the new master meter location; and City intends to add an additional water line of approximately 750 feet to connect the 12" water line that serves the duplex subdivisions.

C. City intends to relocate District's existing four-inch (4") master meter (located at the intersection of Leopard Drive and Stipp Lane) to just north of Liberty Eylau's Middle School's northern-most water meter located on Leopard Drive. This will facilitate the transfer of the school's customer account as set out in the Agreement.

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)

RELOCATE 6" & 4" MASTER METERS					
PRELIMINARY COST ESTIMATE - MAY 2, 2022 REVISED JUNE 23, 2022					
Item No.	Description	Unit	Bid Quantity	Unit Price	Total Bid
1	Mobilization, Bonds, & Submittals	LS	1	$5,000.00	$5,000.00
2	6" Master Meter & Vault	LS	1	$65,000.00	$65,000.00
3	12" x 6" Tapping Sleeve & Valve	EA	2	$5,000.00	$10,000.00
4	12" Stop Valve	EA	2	$10,000.00	$20,000.00
5	Cut, Plug, & Abandon 12"	EA	2	$2,500.00	$5,000.00
6	Miscellaneous Piping	LS	1	$5,000.00	$5,000.00
7	Remove Exist. 6" Meter & Install Pipe	LS	1	$2,500.00	$2,500.00
8	Remove & Replace Existing Pavement	SY	45	$400.00	$18,000.00
9	6" PVC C-900 Water Pipe by Open Cut	LF	1000	$45.00	$45,000.00
10	6" Certa-Lok C-900 Water Pipe by Bore	LF	460	$120.00	$55,200.00
11	6" x 6" Tapping Sleeve & Valve	EA	1	$4,000.00	$4,000.00
12	Cut, Plug, & Abandon 6"	EA	1	$2,500.00	$2,500.00
13	12" x 6" Tapping Sleeve & Valve	EA	1	$5,000.00	$5,000.00
14	6" x 4" Tapping Sleeve & Valve	EA	1	$3,000.00	$3,000.00
15	Cut, Plug, & Abandon 4"	EA	2	$2,000.00	$4,000.00
16	4" Master Meter & Vault	LS	1	$45,000.00	$45,000.00
17	10" x 4" Tapping Sleeve & Valve	EA	2	$3,500.00	$7,000.00
18	10" Stop Valve	EA	2	$10,000.00	$20,000.00
19	Cut, Plug, & Abandon 10"	EA	2	$2,500.00	$5,000.00
20	Miscellaneous Piping	LS	1	$4,000.00	$4,000.00
21	Remove Exist. 4" Meter & Install Pipe	LS	1	$2,500.00	$2,500.00
22	Trench Protection	LS	1	$3,500.00	$3,500.00
23	Cellulose Fiber Mulch Seeding	LS	1	$4,000.00	$4,000.00
24	Silt Fence	LF	490	$6.50	$3,185.00
	SUB-TOTAL				$343,385.00
	15% CONTINGENCIES				$51,507.75
	SUB-TOTAL				$394,892.75
	ENGINEERING				$39,489.28
	TOTAL				$434,382.03

Attachment: 2022-137 ATTH 02 Texarkana Letter of Agreement SIGNED (3850 : 2022-137 ORD MEMUD annexation)


LEOPARD DRIVE
EXISITNG TWU 10" WATER MAIN
EXISITNG TWU 8" WATER MAIN
PROPOSED 4" MASTER METER
STIPP LANE
EXISTING ME 8" WATER MAIN
EXISTING 4" MASTER METER
N
REVISION DATE DESCRIPTION BY
SHEET NO. C1
TWU
801 WOOD STREET
TEXARKANA, TEXAS 75501
(903)798-3820
MASTER METER RELOCATION
LEOPARD DRIVE
PLAN VIEW
Scale: 1=100 Date: 5/3/2022 Job No.
Des. By: G.L.S. Dwn. By: M.W.L. Chd. By: G.L.S.

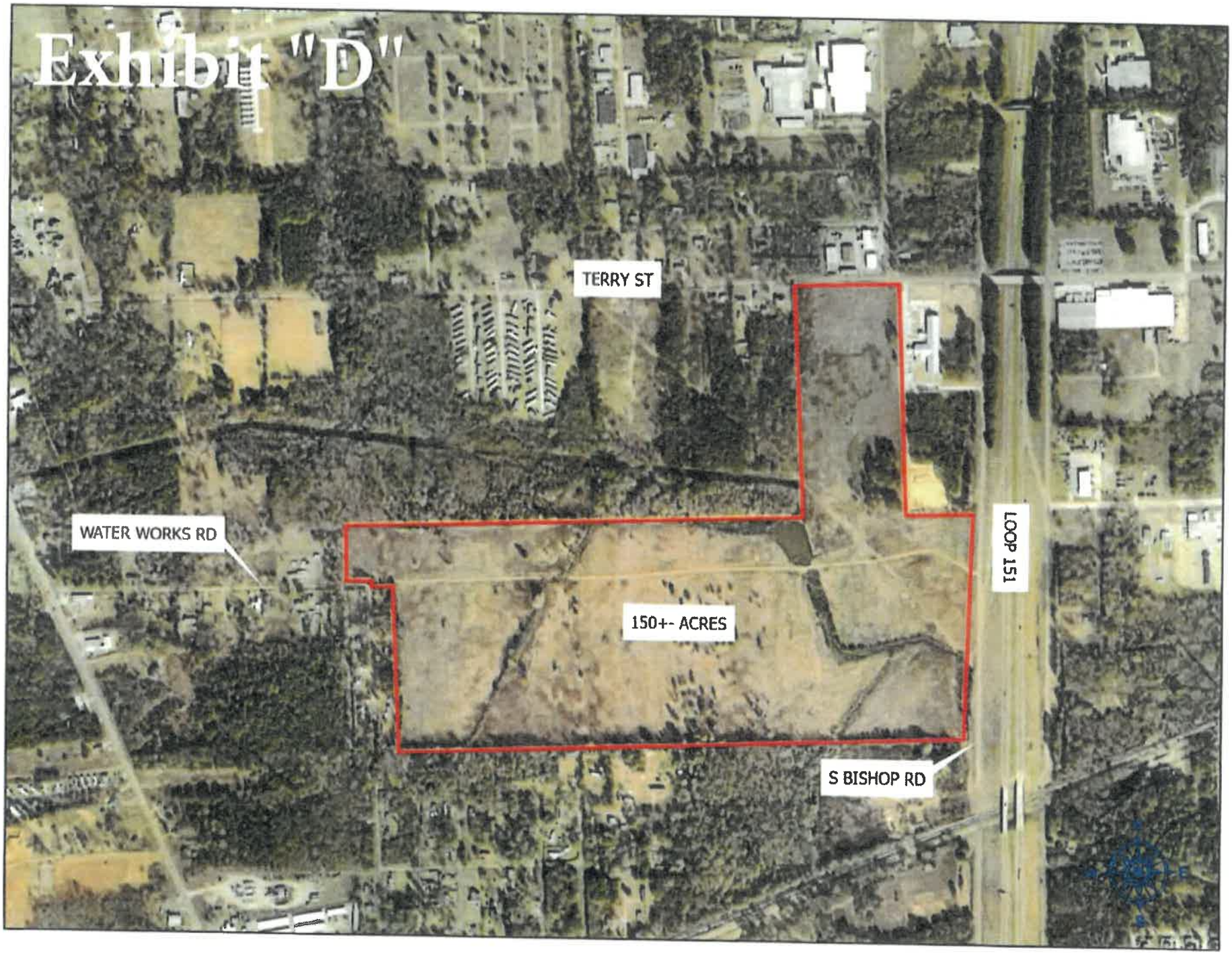


Exhibit "D"
TERRY ST
WATER WORKS RD
LOOP 151
150+- ACRES
S BISHOP RD

JOBS

4066 Help Wanted-General

TYPIST/TECH.
Mon-Fri. Needed for Medical Office. Will train but Typing experience needed. Resumes may be dropped off to Lori @ the Pearson Eye Institute
3211 Sugar Hill Rd.
Texarkana, AR. 71854
or email
pei_clinic@yahoo.com
870-772-4440 ask for Lori

Handyman Found!
Look no further, this Business Directory might just have the handyman you've been looking for. Check it out!

4066 Help Wanted-General

RENTALS

4143 Commercial/Rent

Industrial/Storage/Office
Move-In Ready Buildings
Shovel-Ready Ground
Lease, Sell, Build-To-Suit
TexAmericas Center.com
903-223-9841

LEGAL NOTICES

4190 Legal Notices

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that

4066 Help Wanted-General

Southwest Arkansas Electric Cooperative, Texarkana, Arkansas,

has an opening for a **VICE PRESIDENT of FINANCE & ACCOUNTING, MEMBER SERVICES & PERSONNEL—**

The ideal candidate will have a bachelor's degree in business, finance or accounting, 10 years' of supervisory experience in accounting. CPA is preferred.

A link to the application and a full list of job responsibilities and qualifications are available at

www.swrea.com.

Interview is by invitation only.

Make application by December 16, 2022 , at: Southwest Arkansas Electric Cooperative Corp, 2904 E. 9th St., Texarkana, AR, 71854, or by email to hr@swrea.com.

This institution is an equal opportunity provider and employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, age, national origin, disability or veteran status

4190 Legal Notices

the City of Texarkana, Texas, Texas proposes to institute voluntary limited-purpose annexation proceedings by owner consent and pursuant to the City's Strategic Partnership Agreement with Macedonia-Eylau Municipal Utility District No. 1 of Bowie County of approximately 8.755 acres in H. S. Janes HRS, A-306, Bowie County, Texas. A public hearing will be held by the City Council of the City of Texarkana, Texas on **MONDAY, the 12TH day of DECEMBER, 2022 at 6:00 P.M.** in the Council Chambers, Second Floor, Municipal Building, located at West Third Street and Texas Boulevard, Texarkana, Texas for the purpose of conducting a public hearing on proposed Ordinance No. 2022-137 set out below. Dated this 22nd day of November 2022.
Jennifer Evans, City Secretary
City of Texarkana, Texas

ORDINANCE NO. 2022-137
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR THE LIMITED-PURPOSE ANNEXATION OF APPROXIMATELY 8.755 ACRES OF LAND IN H. S. JANES HRS, A-306, BOWIE COUNTY, TEXAS, BY LANDOWNER CONSENT AND STRATEGIC PARTNERSHIP AGREEMENT BETWEEN MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY AND THE CITY OF TEXARKANA, TEXAS; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES;

4142 Apartments Unfurnished

4190 Legal Notices

CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE TO OCCUR UPON A SPECIFIED EVENT.
WHEREAS , Cole & Prewitt, LLC, as owner, and RaceTrac, Inc., as prospective purchaser under a negotiated sale agreement, of an approximate 8.755 acres of land within the extraterritorial jurisdiction of the City of Texarkana, Texas, and within the territory of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, specifically described in Section 1 of this Ordinance and generally situated at the Northeast corner of the intersection of U.S. Highway 59 and S. Kings Highway ("the Property"), have either requested from or consented to the City of Texarkana, Texas, annexing the Property for limited purposes to enable certain development incentives to facilitate commercial development of the Property for a future RaceTrac site; and
WHEREAS, the Property is within an area identified for limited-purpose annexation and fullpurpose annexation pursuant to a Strategic Partnership Agreement between Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and the City of Texarkana, Texas, approved by the Board of Directors of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County on September 26, 2022, approved by the City Council on October 24, 2022, and entered into on October 24, 2022 ("the SPA"), incorporated herein by reference for all purposes; and
WHEREAS , before instituting a limited-purpose annexation proceeding, notice and publication procedures were duly followed with respect to this Ordinance and the territory proposed for limited-purpose annexation; and
WHEREAS , before instituting a limited-purpose annexation proceeding, the City Council gave all interested persons the right to appear and to be heard, calling and conducting a public hearing for the territory described in Section 1 of this Ordinance during the regular City Council meeting held on December 12, 2022, at City Hall, 220 Texas Boulevard, Texarkana, Texas; and
WHEREAS, the City Council finds and determines that all requirements for City Council consideration of this limited-purpose annexation as may be applicable and found in the SPA and the Texas Local Government Code have been complied with, and the City Council considers it appropriate to proceed with limited-purpose annexation of the Property effective upon a specified event — the execution of a commercial services agreement between the City and RaceTrac, Inc., following the acquisition of the Property by RaceTrac, Inc., setting out essential terms for the commercial development of the Property.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:
SECTION 1: Upon the Effective Date of this Ordinance, the Property, as described below in this section, is hereby annexed by the City of Texarkana, Bowie County, Texas, only for limited purposes in accordance with the SPA and the Texas Local Government Code:
All that certain lot, tract or parcel of land lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, being all of that certain tract of land described as Tract 1 with 4 acres, and Tract 2, with 0.74 in the deed from N. E. Jones Oil Company, Inc. to Cole & Prewitt, LLC., dated April 14, 2015, recorded in Document No. 2015-3696 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 3.963 acres in the deed from Gary Tipton, et al to Cole & Prewitt, LLC., dated December 29, 2015, recorded in Document No. 2016-35 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 0.215 acres in the Order to Close, Abandon, and Vacate Black Drive, from the Bowie County Commissioners Court to Cole & Prewitt, LLC, recorded in Document No. 2022-00012360 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:
BEGINNING at a 1 inch square pipe found for a corner, lying in the East right-of-way line of Farm-to-Market Road 989 (South Kings Highway), the Northwest corner of the said 4 acre tract, and the Southwest corner of that certain tract of land described as 20.903 acres in the deed from Woody Ridge Livestock Auction, LLC to SMBL Cattle Company, LLC, dated August 25, 2016, recorded in Document No. 2016-10474 of the Real Property Records, Bowie County, Texas
THENCE North 70 degrees 46 minutes 33 seconds East a distance of 244.41 feet generally along a fence line and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, the Northeast corner of the said 4 acre tract, the Northwest corner of the said 3.963 acre tract, and at an angle point in the South line of the said 20.903 acre tract;
THENCE North 87 degrees 38 minutes 42 seconds East a distance of 265.29 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the North line of the said 3.963 acre tract, the Southeast corner of the said 20.903 acre tract, and the Southwest corner of Lot No. 3, Block No. 2 of Lake Drive Plaza Subdivision, according to the plat recorded in Volume 5435, Page 1 of the Real Property Records, Bowie County, Texas;
THENCE North 87 degrees 48 minutes 46 seconds East a distance of 29.53 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 3.963 acre tract, lying in the South line of the said Lot No. 3, and the Northwest corner of that certain tract of land described as 1.916 acres in the deed from Thomas A. Simpson, et ux, to Gary W. Treadway, dated March 11, 2015, recorded in Document No. 2015-3028 of the Real Property Records, Bowie County, Texas, said corner bears North 87 degrees 48 minutes 46 seconds East a distance of 176.16 feet to a 1/2 inch steel rod, found for the Northeast corner of the said 1.916 acre tract;
~~THENCE South 23 degrees 41~~ minutes 34 seconds East a distance of 576.41 feet generally along a fence line, the East line of the said 3.963 acre tract and the West line of the said 1.916 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying the North right-of-way line of U.S. Highway No. 59 (South Lake Drive), the Southeast corner of the said 3.963 acre tract, and the Southwest corner of the said 1.916 acre tract, at the beginning of a circular curve, to the left, said corner bears North 49 degrees 49 minutes 52 seconds East a distance of 162.86 feet to a 1/2 inch steel rod, found for the Southeast corner of the said 1.916 acre tract;
THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 414.64 feet, with a delta angle of 06 degrees 05 minutes 31 seconds, a radius of 3899.84 feet, a chord bearing of South 45 degrees 35 minutes 23 seconds West, and a chord distance of 414.45 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point in the South line of the said 0.74 acre tract and the North rightof-way line of the said South Lake Drive;
THENCE South 80 degrees 46 minutes 00 seconds West a distance of 124.00 feet along the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying at intersection of the North right-of-way of the said South Lake Drive, and the East right-ofway line of the said South Kings Highway, the Southwest corner of the said 0.74 acre tract;
THENCE North 24 degrees 17 minutes 59 seconds West a distance of 130.54 feet along the East right-of-way line of the said South Kings Highway and the West line of the said 0.74 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 0.74 acre tract, the Southwest corner of the said Black Street 0.215 acre tract;
THENCE North 24 degrees 27 minutes 14 seconds West a distance of 687.99 feet along the East right-of-way line of the said South Kings Highway, the West line of the said 0.215 acre tract, and the West line of the said 4 acre tract to the point of beginning and containing 8.755 acres of land, more or less.
SECTION 2: The City Council affirms the limited purposes of annexation of the Property as stated in Section 3.2 of the SPA; and this Ordinance should not be construed as authorizing fullpurpose annexation of the Property or requiring the City Council to authorize full-purpose annexation of the Property.
SECTION 3: As provided in Texas law and set forth in Section 3.3 of the SPA, upon the Effective Date of this Ordinance, the qualified voters of the Property — being an area annexed for limited purposes — are entitled to vote in City municipal elections regarding the election or recall of members of the City Council and the amendment of the City's municipal charter; however, such voters may not vote in any municipal bond election. Further, a resident of the Property — being an area annexed for limited purposes — is not eligible to be a candidate for or to be elected to a City municipal office.
SECTION 4: Following the Effective Date of this Ordinance: the City Secretary shall file with the County Clerk of Bowie County, Texas, a certified copy of this Ordinance; and the City Manager or designee shall cause the map of the boundaries of the City and its extraterritorial jurisdiction to be updated in accordance with this Ordinance to identify the Property as a Limited-Purpose Annexation area.
SECTION 5: In case a section, clause, sentence, or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.
SECTION 6: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.
SECTION 7: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.
SECTION 8: Effective Date of this Ordinance. This Ordinance shall be in full force and effect only upon the occurrence of the following event:
City and RaceTrac, Inc, executing a commercial services agreement (following RaceTrac, Inc., acquiring ownership of the Property) setting out essential terms for the commercial development of the Property, such terms to include but not be limited to the following: RaceTrac, Inc., confirming its intent, consent, and agreement for full-purpose annexation of the Property; RaceTrac, Inc., compliance with City building, land development, fire, planning, zoning, health and safety, and drainage ordinances in the development of and construction upon the Property; an estimate of infrastructure costs and the proportionate responsibility as between the parties for payment of such costs; City services to be provided for the Property on or after the effective date of full-purpose annexation; RaceTrac, Inc., payment or reimbursement of City publication costs, filing fees, and other fees required by law or City Charter pertaining to limited-purpose annexation and full-purpose annexation of the Property; and reimbursement to the City by RaceTrac, Inc., of the amount of compensation, if any, required to be paid by City pursuant to Texas Health & Safety Code Section 775.022 with respect to full-purpose annexation of the Property.
PASSED AND APPROVED in Regular Council Session on this the **12th day of December**, 2022.
ATTEST:
JENNIFER EVANS, CITY SECRETARY
BOB BRUGGEMAN, MAYOR

IN THE CIRCUIT COURT OF MILLER COUNTY, ARKANSAS

4190 Legal Notices

NOTICE OF PUBLIC HEARING
NOTICE IS HEREBY GIVEN that 2022-137 ATTH 03 will be considered by the City Council of the City of Texarkana, Texas, at a public hearing to be held on the 12th day of December, 2022, at 6:00 P.M. in the Council Chambers, Second Floor, Municipal Building, located at West Third Street and Texas Boulevard, Texarkana, Texas for the purpose of conducting a public hearing on proposed Ordinance No. 2022-137 ATTH 03 set out below. Dated this 22nd day of November 2022.
Jennifer Evans, City Secretary
City of Texarkana, Texas

ORDINANCE NO. 2022-137 ATTH 03
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR THE LIMITED-PURPOSE ANNEXATION OF APPROXIMATELY 8.755 ACRES OF LAND IN H. S. JANES HRS, A-306, BOWIE COUNTY, TEXAS, BY LANDOWNER CONSENT AND STRATEGIC PARTNERSHIP AGREEMENT BETWEEN MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY AND THE CITY OF TEXARKANA, TEXAS; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES;

4142 Apartments Unfurnished

4159 Houses for Sale

10.4.

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-137 Goals & Perspectives (3850 : 2022-137 ORD MEMUD annexation)

ORDINANCE NO. 2022-137

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR THE LIMITED-PURPOSE ANNEXATION OF APPROXIMATELY 8.755 ACRES OF LAND IN H. S. JANES HRS, A-306, BOWIE COUNTY, TEXAS, BY LANDOWNER CONSENT AND STRATEGIC PARTNERSHIP AGREEMENT BETWEEN MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY AND THE CITY OF TEXARKANA, TEXAS; CONTAINING SEVERABILITY AND SUPERSEDING CLAUSES; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE TO OCCUR UPON A SPECIFIED EVENT.

WHEREAS, Cole & Prewitt, LLC, as owner, and RaceTrac, Inc., as prospective purchaser under a negotiated sale agreement, of an approximate 8.755 acres of land within the extraterritorial jurisdiction of the City of Texarkana, Texas, and within the territory of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, specifically described in Section 1 of this Ordinance and generally situated at the Northeast corner of the intersection of U.S. Highway 59 and S. Kings Highway ("the Property"), have either requested from or consented to the City of Texarkana, Texas, annexing the Property for limited purposes to enable certain development incentives to facilitate commercial development of the Property for a future RaceTrac site; and

WHEREAS, the Property is within an area identified for limited-purpose annexation and full-purpose annexation pursuant to a Strategic Partnership Agreement between Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and the City of Texarkana, Texas, approved by the Board of Directors of the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County on September 26, 2022, approved by the City Council on October 24, 2022, and entered into on October 24, 2022 ("the SPA"), incorporated herein by reference for all purposes; and

WHEREAS, before instituting a limited-purpose annexation proceeding, notice and publication procedures were duly followed with respect to this Ordinance and the territory proposed for limited-purpose annexation; and

WHEREAS, before instituting a limited-purpose annexation proceeding, the City Council gave all interested persons the right to appear and to be heard, calling and conducting a public hearing for the territory described in Section 1 of this Ordinance during the regular City Council meeting held on December 12, 2022, at City Hall, 220 Texas Boulevard, Texarkana, Texas; and

WHEREAS, the City Council finds and determines that all requirements for City Council consideration of this limited-purpose annexation as may be applicable and found in the SPA and the Texas Local Government Code have been complied with, and the City Council considers it appropriate to proceed with limited-purpose annexation of the Property effective upon a specified event — the execution of a commercial services agreement between the City and RaceTrac, Inc., following the acquisition of the Property by RaceTrac, Inc., setting out essential terms for the commercial development of the Property.

Attachment: 2022-137 ORD MEMUD annexation signed (3850 : 2022-137 ORD MEMUD annexation)

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

SECTION 1: Upon the Effective Date of this Ordinance, the Property, as described below in this section, is hereby annexed by the City of Texarkana, Bowie County, Texas, only for limited purposes in accordance with the SPA and the Texas Local Government Code:

All that certain lot, tract or parcel of land lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, being all of that certain tract of land described as Tract 1 with 4 acres, and Tract 2, with 0.74 in the deed from N. E. Jones Oil Company, Inc. to Cole & Prewitt, LLC., dated April 14, 2015, recorded in Document No. 2015-3696 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 3.963 acres in the deed from Gary Tipton, et al to Cole & Prewitt, LLC., dated December 29, 2015, recorded in Document No. 2016-35 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 0.215 acres in the Order to Close, Abandon, and Vacate Black Drive, from the Bowie County Commissioners Court to Cole & Prewitt, LLC, recorded in Document No. 2022-00012360 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1 inch square pipe found for a corner, lying in the East right-of-way line of Farm-to-Market Road 989 (South Kings Highway), the Northwest corner of the said 4 acre tract, and the Southwest corner of that certain tract of land described as 20.903 acres in the deed from Woody Ridge Livestock Auction, LLC to SMBL Cattle Company, LLC, dated August 25, 2016, recorded in Document No. 2016-10474 of the Real Property Records, Bowie County, Texas

THENCE North 70 degrees 46 minutes 33 seconds East a distance of 244.41 feet generally along a fence line and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, the Northeast corner of the said 4 acre tract, the Northwest corner of the said 3.963 acre tract, and at an angle point in the South line of the said 20.903 acre tract;

THENCE North 87 degrees 38 minutes 42 seconds East a distance of 265.29 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the North line of the said 3.963 acre tract, the Southeast corner of the said 20.903 acre tract, and the Southwest corner of Lot No. 3, Block No. 2 of Lake Drive Plaza Subdivision, according to the plat recorded in Volume 5435, Page 1 of the Real Property Records, Bowie County, Texas;

THENCE North 87 degrees 48 minutes 46 seconds East a distance of 29.53 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 3.963 acre tract, lying in the South line of the said Lot No. 3, and the Northwest corner of that certain tract of land described as 1.916 acres in the deed from Thomas A. Simpson, et ux, to Gary W. Treadway, dated March 11, 2015, recorded in Document No. 2015-3028 of the Real Property Records, Bowie County, Texas, said corner bears North 87 degrees 48 minutes 46 seconds East a distance of 176.16 feet to a 1/2 inch steel rod, found for the Northeast corner of the said 1.916 acre tract;

Attachment: 2022-137 ORD MEMUD annexation signed (3850 : 2022-137 ORD MEMUD annexation)

THENCE South 23 degrees 41 minutes 34 seconds East a distance of 576.41 feet generally along a fence line, the East line of the said 3.963 acre tract and the West line of the said 1.916 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying the North right-of-way line of U.S. Highway No. 59 (South Lake Drive), the Southeast corner of the said 3.963 acre tract, and the Southwest corner of the said 1.916 acre tract, at the beginning of a circular curve, to the left, said corner bears North 49 degrees 49 minutes 52 seconds East a distance of 162.86 feet to a 1/2 inch steel rod, found for the Southeast corner of the said 1.916 acre tract;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 414.64 feet, with a delta angle of 06 degrees 05 minutes 31 seconds, a radius of 3899.84 feet, a chord bearing of South 45 degrees 35 minutes 23 seconds West, and a chord distance of 414.45 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point in the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive;

THENCE South 80 degrees 46 minutes 00 seconds West a distance of 124.00 feet along the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying at intersection of the North right-of-way of the said South Lake Drive, and the East right-of-way line of the said South Kings Highway, the Southwest corner of the said 0.74 acre tract;

THENCE North 24 degrees 17 minutes 59 seconds West a distance of 130.54 feet along the East right-of-way line of the said South Kings Highway and the West line of the said 0.74 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 0.74 acre tract, the Southwest corner of the said Black Street 0.215 acre tract;

THENCE North 24 degrees 27 minutes 14 seconds West a distance of 687.99 feet along the East right-of-way line of the said South Kings Highway, the West line of the said 0.215 acre tract, and the West line of the said 4 acre tract to the point of beginning and containing 8.755 acres of land, more or less.

SECTION 2: The City Council affirms the limited purposes of annexation of the Property as stated in Section 3.2 of the SPA; and this Ordinance should not be construed as authorizing full-purpose annexation of the Property or requiring the City Council to authorize full-purpose annexation of the Property.

SECTION 3: As provided in Texas law and set forth in Section 3.3 of the SPA, upon the Effective Date of this Ordinance, the qualified voters of the Property — being an area annexed for limited purposes — are entitled to vote in City municipal elections regarding the election or recall of members of the City Council and the amendment of the City's municipal charter; however, such voters may not vote in any municipal bond election. Further, a resident of the Property — being an area annexed for limited purposes — is not eligible to be a candidate for or to be elected to a City municipal office.

SECTION 4: Following the Effective Date of this Ordinance: the City Secretary shall file with the County Clerk of Bowie County, Texas, a certified copy of this Ordinance; and the City

Attachment: 2022-137 ORD MEMUD annexation signed (3850 : 2022-137 ORD MEMUD annexation)

Manager or designee shall cause the map of the boundaries of the City and its extraterritorial jurisdiction to be updated in accordance with this Ordinance to identify the Property as a Limited-Purpose Annexation area.

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

SECTION 6: In the event of any conflict between this Ordinance and any other ordinances or parts of ordinances, this Ordinance shall supersede and control.

SECTION 7: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 8: *Effective Date of this Ordinance*. This Ordinance shall be in full force and effect only upon the occurrence of the following event:

> City and RaceTrac, Inc, executing a commercial services agreement (following RaceTrac, Inc., acquiring ownership of the Property) setting out essential terms for the commercial development of the Property, such terms to include but not be limited to the following: RaceTrac, Inc., confirming its intent, consent, and agreement for full-purpose annexation of the Property; RaceTrac, Inc., compliance with City building, land development, fire, planning, zoning, health and safety, and drainage ordinances in the development of and construction upon the Property; an estimate of infrastructure costs and the proportionate responsibility as between the parties for payment of such costs; City services to be provided for the Property on or after the effective date of full-purpose annexation; RaceTrac, Inc., payment or reimbursement of City publication costs, filing fees, and other fees required by law or City Charter pertaining to limited-purpose annexation and full-purpose annexation of the Property; and reimbursement to the City by RaceTrac, Inc., of the amount of compensation, if any, required to be paid by City pursuant to Texas Health & Safety Code Section 775.022 with respect to full-purpose annexation of the Property.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:51 p.m.

Attachment: 2022-137 ORD MEMUD annexation signed (3850 : 2022-137 ORD MEMUD annexation)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 11/10/2022 7:48 AM

Lead Department: City Manager **Action Officer:** Vicky Coopwood, Assistant City Secretary

Subject: Ordinance No. 2022-138 ordering "The Legal Sale of Malt Beverages and Wine for Off-Premise Consumption Only" within commercial property annexed for limited purposes pursuant to Ordinance No. 2022-137 and extending the provisions of Chapter 21 of the City's Code of Ordinances to the designated area of limited-purpose annexed commercial property.

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Please refer to the background information for the preceding ordinance, No. 2022-137.

As Ordinance No. 2022-137 implements the SPA limited-purpose annexation strategy with respect to the intended RaceTrac site, this ordinance implements the strategy to incentivize development of the property by authorizing, for the Property, the sale of malt beverages and wine for off-premise consumption as authorized by Chapter 251 of the Texas Alcoholic Beverage Code. Section 251.725 of the Texas Alcoholic Beverage Code provides that the governing body of a municipality, whose local option status allows for the legal sale of malt beverages and wine for off-premise consumption only as a result of a local option election as held by the City in 2014, may adopt an ordinance authorizing the sale of malt beverages and wine for off-premise consumption in an area annexed by the municipality after such local option election if at the time the ordinance is adopted: (1) the annexed area is not more than one percent of the total area covered by the municipality; (2) all of the land in the annexed area is zoned for commercial use only; and (3) the annexed area is not adjacent to residential, church, or school property. The proposed RaceTrac site fits the statutory criteria.

It has been represented to the City that limited-purpose annexation of the property together with passage of an ordinance authorized by Chapter 251 of the Texas Alcoholic Beverage Code will be requisite circumstances for RaceTrac to consummate its sales agreement for the purchase of the site.

If passed by the Council, the ordinance will become effective only upon City Council approval of and execution by City and RaceTrac of a municipal services agreement following RaceTrac's acquisition of the site.

Potential Options:

- Approval or no approval of the proposed ordinance. [City Council approval of Ordinance No.

2022-137 will be a prerequisite for consideration and approval of this proposed ordinance.]

-

Fiscal Implications:

The City will incur costs of publication as may be required by law following passage of the ordinance.

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. 2022-138 ORD RaceTrac ABC (DOCX)
b. 2022-138 Goals & Perspectives (DOCX)
c. 2022-138 ORD MEMUD annex. alcohol sales signed (PDF)

Staff Coordination

City Manager	Vicky Coopwood	Department Head Review	Completed	11/10/2022 8:19 AM
Finance Department	Jennifer Evans	Finance Review	Skipped	11/09/2022 4:43 PM
City Manager	David Orr	City Manager Review	Completed	11/10/2022 11:06 AM
City Council	Jennifer Evans	Meeting	Completed	11/14/2022 6:00 PM

Meeting History

11/14/22	City Council	MOVED FORWARD	Next: 12/12/22

PUBLISH

ORDINANCE NO. 2022 – 138

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING "THE LEGAL SALE OF MALT BEVERAGES AND WINE FOR OFF-PREMISE CONSUMPTION ONLY" WITHIN COMMERCIAL PROPERTY ANNEXED FOR LIMITED PURPOSES PURSUANT TO ORDINANCE NO. 2022-137; EXTENDING THE PROVISIONS OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, TO THE DESIGNATED AREA OF LIMITED-PURPOSE ANNEXED COMMERCIAL PROPERTY; PROVIDING FOR PUBLICATION; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE TO OCCUR UPON A SPECIFIED EVENT.

WHEREAS, the City Council of the City of Texarkana, Texas, by Ordinance No. 2014-099, called for a special election to be held on November 4, 2014, for the purpose of a local option election to legalize the sale of a prohibited type or classification - the "legal sale of beer and wine for off-premise consumption only" – to qualified voters in the City of Texarkana, Texas, in accordance with the provisions of Chapter 501 of the Texas Election Code; and

WHEREAS, a majority of the votes cast for the November 4, 2014, local option election approved or voted FOR "the legal sale of beer and wine for off-premise consumption only"; and

WHEREAS, the City Council, by Ordinance No. 2014-134, ordered "the legal sale of beer and wine for off-premise consumption only"; and

WHEREAS, in 2019, the 86th Texas Legislature, in H.B. 1545, Sec. 2, amended the Texas Alcoholic Beverage Code to replace the term "beer" with the term "malt beverage" [*see, e.g.*, Tex. Alc. Bev. Code § 1.04(15)]; and

WHEREAS, Section 251.725 of the Texas Alcoholic Beverage Code provides that the governing body of a municipality, whose local option status allows for the legal sale of malt beverages and wine for off-premise consumption only as a result of a local option election on the applicable ballot issue held on or after January 1, 1985, may adopt an ordinance authorizing the sale of malt beverages and wine for off-premise consumption in an area annexed by the municipality after that election if at the time the ordinance is adopted: (1) the annexed area is not more than one percent of the total area covered by the municipality; (2) all of the land in the annexed area is zoned for commercial use only; and (3) the annexed area is not adjacent to residential, church, or school property; and

WHEREAS, Section 21-1(a) of the Code of Ordinances of the City of Texarkana, Texas, prohibits the sale of alcoholic beverages by a dealer whose place of business is within three hundred feet (300') of a church, public school, or private school; and

WHEREAS, pursuant to Texas Local Government Code Section 43.0751, the City and the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County entered into a "Strategic

Attachment: 2022-138 ORD RaceTrac ABC (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

Partnership Agreement" for limited-purpose annexation of any commercial property within delineated boundaries wholly within the Utility District Property and the City's extraterritorial jurisdiction ("Limited Purpose Property"); and

WHEREAS, the City Council, by Ordinance No. 2022-137, annexed for limited purposes the commercial property set out in Section 1, below ("the Property"), consistent with the Strategic Partnership Agreement with the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and at the request of or consent from both the current owner of the Property (Cole & Prewitt, LLC) and the prospective purchaser under a negotiated sale agreement (RaceTrac, Inc.); and

WHEREAS, consistent with Ordinance No. 2022-137 ("the LPA Ordinance"), the City intends to incentivize commercial development of the Property by authorizing for the Property the sale of malt beverages and wine for off-premise consumption as authorized by Section 251.725 of the Texas Alcoholic Beverage Code; and the City Council considers it appropriate to proceed with such authorization effective upon and to coincide with the effective date of the LPA Ordinance.

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

SECTION 1: The City Council orders "the legal sale of malt beverages and wine for off-premise consumption only" in the area set out below, which corresponds to the exact area annexed for limited purposes in Ordinance No. 2022-137:

> All that certain lot, tract or parcel of land lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, being all of that certain tract of land described as Tract 1 with 4 acres, and Tract 2, with 0.74 in the deed from N. E. Jones Oil Company, Inc. to Cole & Prewitt, LLC., dated April 14, 2015, recorded in Document No. 2015-3696 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 3.963 acres in the deed from Gary Tipton, et al to Cole & Prewitt, LLC., dated December 29, 2015, recorded in Document No. 2016-35 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 0.215 acres in the Order to Close, Abandon, and Vacate Black Drive, from the Bowie County Commissioners Court to Cole & Prewitt, LLC, recorded in Document No. 2022-00012360 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:
>
> BEGINNING at a 1 inch square pipe found for a corner, lying in the East right-of-way line of Farm-to-Market Road 989 (South Kings Highway), the Northwest corner of the said 4 acre tract, and the Southwest corner of that certain tract of land described as 20.903 acres in the deed from Woody Ridge Livestock Auction, LLC to SMBL Cattle Company, LLC, dated August 25, 2016, recorded in Document No. 2016-10474 of the Real Property Records, Bowie County, Texas
>
> THENCE North 70 degrees 46 minutes 33 seconds East a distance of 244.41 feet generally along a fence line and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, the Northeast corner of the said 4 acre tract, the Northwest corner of the said 3.963 acre tract, and at an angle point in the South line of the said 20.903 acre tract;

Attachment: 2022-138 ORD RaceTrac ABC (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

THENCE North 87 degrees 38 minutes 42 seconds East a distance of 265.29 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the North line of the said 3.963 acre tract, the Southeast corner of the said 20.903 acre tract, and the Southwest corner of Lot No. 3, Block No. 2 of Lake Drive Plaza Subdivision, according to the plat recorded in Volume 5435, Page 1 of the Real Property Records, Bowie County, Texas;

THENCE North 87 degrees 48 minutes 46 seconds East a distance of 29.53 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 3.963 acre tract, lying in the South line of the said Lot No. 3, and the Northwest corner of that certain tract of land described as 1.916 acres in the deed from Thomas A. Simpson, et ux, to Gary W. Treadway, dated March 11, 2015, recorded in Document No. 2015-3028 of the Real Property Records, Bowie County, Texas, said corner bears North 87 degrees 48 minutes 46 seconds East a distance of 176.16 feet to a 1/2 inch steel rod, found for the Northeast corner of the said 1.916 acre tract;

THENCE South 23 degrees 41 minutes 34 seconds East a distance of 576.41 feet generally along a fence line, the East line of the said 3.963 acre tract and the West line of the said 1.916 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying the North right-of-way line of U.S. Highway No. 59 (South Lake Drive), the Southeast corner of the said 3.963 acre tract, and the Southwest corner of the said 1.916 acre tract, at the beginning of a circular curve, to the left, said corner bears North 49 degrees 49 minutes 52 seconds East a distance of 162.86 feet to a 1/2 inch steel rod, found for the Southeast corner of the said 1.916 acre tract;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 414.64 feet, with a delta angle of 06 degrees 05 minutes 31 seconds, a radius of 3899.84 feet, a chord bearing of South 45 degrees 35 minutes 23 seconds West, and a chord distance of 414.45 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point in the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive;

THENCE South 80 degrees 46 minutes 00 seconds West a distance of 124.00 feet along the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying at intersection of the North right-of-way of the said South Lake Drive, and the East right-of-way line of the said South Kings Highway, the Southwest corner of the said 0.74 acre tract;

THENCE North 24 degrees 17 minutes 59 seconds West a distance of 130.54 feet along the East right-of-way line of the said South Kings Highway and the West line of the said 0.74 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 0.74 acre tract, the Southwest corner of the said Black Street 0.215 acre tract;

THENCE North 24 degrees 27 minutes 14 seconds West a distance of 687.99 feet along the East right-of-way line of the said South Kings Highway, the West line of the said 0.215 acre tract, and the West line of the said 4 acre tract to the point of beginning and containing 8.755 acres of land, more or less.

Attachment: 2022-138 ORD RaceTrac ABC (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

The City Council finds and determines that with respect to the commercial property described in this section, (a) the area is not more than one percent of the total area covered by the City, (b) all of the land in the area is zoned for commercial use only, (c) the area is not adjacent to residential, church, or school property, and (d) the area is not within three hundred feet (300') of a church, public school, or private school.

SECTION 2: Upon the Effective Date of this Ordinance, the provisions of Chapter 21 of the Code of Ordinances of the City of Texarkana, Texas, shall apply to the commercial property or area set out in Section 1 of this Ordinance.

SECTION 3: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 5: *Effective Date of this Ordinance*. This Ordinance shall be in full force and effect on the same date that Ordinance No. 2022-137 — the LPA Ordinance — shall be in full force and effect.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2022-138 ORD RaceTrac ABC (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

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:	

Resource Impact:	
Staff time required if item is approved:	No Additional
Other Potential Impacts:	

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: 2022-138 Goals & Perspectives (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

ORDINANCE NO. 2022 – 138

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ORDERING "THE LEGAL SALE OF MALT BEVERAGES AND WINE FOR OFF-PREMISE CONSUMPTION ONLY" WITHIN COMMERCIAL PROPERTY ANNEXED FOR LIMITED PURPOSES PURSUANT TO ORDINANCE NO. 2022-137; EXTENDING THE PROVISIONS OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, TO THE DESIGNATED AREA OF LIMITED-PURPOSE ANNEXED COMMERCIAL PROPERTY; PROVIDING FOR PUBLICATION; CONTAINING LEGISLATIVE FINDINGS; AND ESTABLISHING AN EFFECTIVE DATE TO OCCUR UPON A SPECIFIED EVENT.

WHEREAS, the City Council of the City of Texarkana, Texas, by Ordinance No. 2014-099, called for a special election to be held on November 4, 2014, for the purpose of a local option election to legalize the sale of a prohibited type or classification - the "legal sale of beer and wine for off-premise consumption only" – to qualified voters in the City of Texarkana, Texas, in accordance with the provisions of Chapter 501 of the Texas Election Code; and

WHEREAS, a majority of the votes cast for the November 4, 2014, local option election approved or voted FOR "the legal sale of beer and wine for off-premise consumption only"; and

WHEREAS, the City Council, by Ordinance No. 2014-134, ordered "the legal sale of beer and wine for off-premise consumption only"; and

WHEREAS, in 2019, the 86th Texas Legislature, in H.B. 1545, Sec. 2, amended the Texas Alcoholic Beverage Code to replace the term "beer" with the term "malt beverage" [*see*, *e.g.*, Tex. Alc. Bev. Code § 1.04(15)]; and

WHEREAS, Section 251.725 of the Texas Alcoholic Beverage Code provides that the governing body of a municipality, whose local option status allows for the legal sale of malt beverages and wine for off-premise consumption only as a result of a local option election on the applicable ballot issue held on or after January 1, 1985, may adopt an ordinance authorizing the sale of malt beverages and wine for off-premise consumption in an area annexed by the municipality after that election if at the time the ordinance is adopted: (1) the annexed area is not more than one percent of the total area covered by the municipality; (2) all of the land in the annexed area is zoned for commercial use only; and (3) the annexed area is not adjacent to residential, church, or school property; and

WHEREAS, Section 21-1(a) of the Code of Ordinances of the City of Texarkana, Texas, prohibits the sale of alcoholic beverages by a dealer whose place of business is within three hundred feet (300') of a church, public school, or private school; and

WHEREAS, pursuant to Texas Local Government Code Section 43.0751, the City and the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County entered into a "Strategic

Attachment: 2022-138 ORD MEMUD annex. alcohol sales signed (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

Partnership Agreement" for limited-purpose annexation of any commercial property within delineated boundaries wholly within the Utility District Property and the City's extraterritorial jurisdiction ("Limited Purpose Property"); and

WHEREAS, the City Council, by Ordinance No. 2022-137, annexed for limited purposes the commercial property set out in Section 1, below ("the Property"), consistent with the Strategic Partnership Agreement with the Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and at the request of or consent from both the current owner of the Property (Cole & Prewitt, LLC) and the prospective purchaser under a negotiated sale agreement (RaceTrac, Inc.); and

WHEREAS, consistent with Ordinance No. 2022-137 ("the LPA Ordinance"), the City intends to incentivize commercial development of the Property by authorizing for the Property the sale of malt beverages and wine for off-premise consumption as authorized by Section 251.725 of the Texas Alcoholic Beverage Code; and the City Council considers it appropriate to proceed with such authorization effective upon and to coincide with the effective date of the LPA Ordinance.

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

SECTION 1: The City Council orders "the legal sale of malt beverages and wine for off-premise consumption only" in the area set out below, which corresponds to the exact area annexed for limited purposes in Ordinance No. 2022-137:

> All that certain lot, tract or parcel of land lying and situated in the H. S. Janes Headright Survey, Abstract 306, Bowie County, Texas, being all of that certain tract of land described as Tract 1 with 4 acres, and Tract 2, with 0.74 in the deed from N. E. Jones Oil Company, Inc. to Cole & Prewitt, LLC., dated April 14, 2015, recorded in Document No. 2015-3696 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 3.963 acres in the deed from Gary Tipton, et al to Cole & Prewitt, LLC., dated December 29, 2015, recorded in Document No. 2016-35 of the Real Property Records, Bowie County, Texas, being all of that certain tract of land described as 0.215 acres in the Order to Close, Abandon, and Vacate Black Drive, from the Bowie County Commissioners Court to Cole & Prewitt, LLC, recorded in Document No. 2022-00012360 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:
>
> BEGINNING at a 1 inch square pipe found for a corner, lying in the East right-of-way line of Farm-to-Market Road 989 (South Kings Highway), the Northwest corner of the said 4 acre tract, and the Southwest corner of that certain tract of land described as 20.903 acres in the deed from Woody Ridge Livestock Auction, LLC to SMBL Cattle Company, LLC, dated August 25, 2016, recorded in Document No. 2016-10474 of the Real Property Records, Bowie County, Texas
>
> THENCE North 70 degrees 46 minutes 33 seconds East a distance of 244.41 feet generally along a fence line and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, the Northeast corner of the said 4 acre tract, the Northwest corner of the said 3.963 acre tract, and at an angle point in the South line of the said 20.903 acre tract;

Attachment: 2022-138 ORD MEMUD annex. alcohol sales signed (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

THENCE North 87 degrees 38 minutes 42 seconds East a distance of 265.29 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said 20.903 acre tract to a 1/2 inch steel pipe (control monument), found for a corner, at an angle point in the North line of the said 3.963 acre tract, the Southeast corner of the said 20.903 acre tract, and the Southwest corner of Lot No. 3, Block No. 2 of Lake Drive Plaza Subdivision, according to the plat recorded in Volume 5435, Page 1 of the Real Property Records, Bowie County, Texas;

THENCE North 87 degrees 48 minutes 46 seconds East a distance of 29.53 feet generally along a fence line, the North line of the said 3.963 acre tract and the South line of the said Lot No. 3 to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northeast corner of the said 3.963 acre tract, lying in the South line of the said Lot No. 3, and the Northwest corner of that certain tract of land described as 1.916 acres in the deed from Thomas A. Simpson, et ux, to Gary W. Treadway, dated March 11, 2015, recorded in Document No. 2015-3028 of the Real Property Records, Bowie County, Texas, said corner bears North 87 degrees 48 minutes 46 seconds East a distance of 176.16 feet to a 1/2 inch steel rod, found for the Northeast corner of the said 1.916 acre tract;

THENCE South 23 degrees 41 minutes 34 seconds East a distance of 576.41 feet generally along a fence line, the East line of the said 3.963 acre tract and the West line of the said 1.916 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying the North right-of-way line of U.S. Highway No. 59 (South Lake Drive), the Southeast corner of the said 3.963 acre tract, and the Southwest corner of the said 1.916 acre tract, at the beginning of a circular curve, to the left, said corner bears North 49 degrees 49 minutes 52 seconds East a distance of 162.86 feet to a 1/2 inch steel rod, found for the Southeast corner of the said 1.916 acre tract;

THENCE in a Southwesterly direction along the arc of the said circular curve a distance of 414.64 feet, with a delta angle of 06 degrees 05 minutes 31 seconds, a radius of 3899.84 feet, a chord bearing of South 45 degrees 35 minutes 23 seconds West, and a chord distance of 414.45 feet to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, at an angle point in the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive;

THENCE South 80 degrees 46 minutes 00 seconds West a distance of 124.00 feet along the South line of the said 0.74 acre tract and the North right-of-way line of the said South Lake Drive a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, lying at intersection of the North right-of-way of the said South Lake Drive, and the East right-of-way line of the said South Kings Highway, the Southwest corner of the said 0.74 acre tract;

THENCE North 24 degrees 17 minutes 59 seconds West a distance of 130.54 feet along the East right-of-way line of the said South Kings Highway and the West line of the said 0.74 acre tract to a 1/2 inch steel rod, capped MTG 101011-00, set for a corner, the Northwest corner of the said 0.74 acre tract, the Southwest corner of the said Black Street 0.215 acre tract;

THENCE North 24 degrees 27 minutes 14 seconds West a distance of 687.99 feet along the East right-of-way line of the said South Kings Highway, the West line of the said 0.215 acre tract, and the West line of the said 4 acre tract to the point of beginning and containing 8.755 acres of land, more or less.

Attachment: 2022-138 ORD MEMUD annex. alcohol sales signed (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

PUBLISH

The City Council finds and determines that with respect to the commercial property described in this section, (a) the area is not more than one percent of the total area covered by the City, (b) all of the land in the area is zoned for commercial use only, (c) the area is not adjacent to residential, church, or school property, and (d) the area is not within three hundred feet (300') of a church, public school, or private school.

SECTION 2: Upon the Effective Date of this Ordinance, the provisions of Chapter 21 of the Code of Ordinances of the City of Texarkana, Texas, shall apply to the commercial property or area set out in Section 1 of this Ordinance.

SECTION 3: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: The Recitals set out in this Ordinance are true and correct and are incorporated herein and made a part hereof as legislative findings of the City Council for all purposes.

SECTION 5: *Effective Date of this Ordinance*. This Ordinance shall be in full force and effect on the same date that Ordinance No. 2022-137 — the LPA Ordinance — shall be in full force and effect.

PASSED AND APPROVED in Regular Council Session on this the **12th day of December, 2022**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:52 p.m.

Attachment: 2022-138 ORD MEMUD annex. alcohol sales signed (3852 : 2022-138 ORD MEMUD annexation and alcohol sales on Hwy 59)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/5/2022 1:48 PM

Lead Department: Planning and Community Development **Action Officer:** Vashil Fernandez, PCD Director

Subject: Resolution No. 2022-140 approving the Community Development Block Grant (CDBG) Comprehensive Assessment Performance Evaluation Report.

Briefing: 12/12/2022 **Public Hearing:** 12/12/2022 **Council Vote:** 12/12/2022

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2022).

The City of Texarkana, Texas herby gives notice that the DRAFT of the Community Development Block Grant 2021 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment at the dates and times listed below. Spanish translation is available upon request.

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

The DRAFT report can be reviewed during the comment period of November 28 – December 12, 2022 at the following location during regular business hours at:

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

The DRAFT CAPER is also available on the Texarkana, Texas website at www.ci.texakana.tx.us

The City will hold a regularly scheduled City Council Meeting, which is a Public Meeting, on November 14, 2022 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, 2022. The 15-day comment period will end on December 12, 2022.

City of Texarkana, Texas

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, Texarkana, Texas 75504. Comments may be mailed or delivered to this office by 5:00 p.m. December 12, 2022.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None

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. 2022-140 RES Approving 2021 CDBG CAPER (DOCX)
b. 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (DOCX)
c. 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (PDF)
d. 2022-140 Goals & Perspectives (DOCX)
e. 2022-140 RES apprv. CDBG CAPER signed (PDF)

Staff Coordination

Planning and Community Development	Vashil Fernandez	Department Head Review	Completed	11/03/2022 11:43 AM
City Manager	David Orr	City Manager Review	Completed	11/03/2022 12:19 PM
City Council	Jennifer Evans	Meeting	Completed	11/14/2022 6:00 PM

Meeting History

11/14/22	City Council	MOVED FORWARD	Next: 12/12/22

RESOLUTION NO. 2022 – 140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Texarkana, Texas, hereby gives notice that the DRAFT of the Community Development Block Grant 2021 Program Year (Fiscal Year 2022) Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

WHEREAS, the Department of Housing and Urban Development requires all recipients of 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; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2021 Program Year CAPER.

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

SECTION 1: The Community Development Block Grant 2021 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant 2021 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development and provide such additional information as may be required.

SECTION 3: 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 12th **day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2022-140 RES Approving 2021 CDBG CAPER (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

DRAFT

City of Texarkana, Texas
CAPER
Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2021 through September 30, 2022
Program Year 2021

OMB Control No: 2506-0117 (exp. 06/30/2018)

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG

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 2021 (October 1, 2021 – September 30, 2022 = PY21), the City of Texarkana had a total of $444,289 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $50,000 from prior allocations, $10,193 in Program Income and $384,096 for the Program Year 2021 allocation. The City expended $376,826 leaving an unexpended balance at the beginning of the 2022 program year of $67,463.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Home Ownership Assistance	Affordable Housing	CDBG: $	Direct Financial Assistance to Homebuyers	Households Assisted	8	0	0.00%	2	1	0.00%
Lead-Based Paint Awareness	Affordable Housing	CDBG: $	Other	Other	50	0	0.00%			
Owner-Occupied Housing Rehabilitation	Affordable Housing	CDBG: $	Homeowner Housing Rehabilitated	Household Housing Unit	20	8	40.00%	0	0	0.00%

DRAFT

Program Administration & Fair Housing Activities	Administration	CDBG: $	Other	Other	1	1	100.00%	1	1	100.00%
Public Facilities Improvements	Non-Housing Community Development	CDBG: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	500	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	1000	0	0.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	150				
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG

Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	250	750	300.00%	200	200	100.00%
Public Services	Homeless Non-Homeless Special Needs Non-Housing Community Development	CDBG: $	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Revolving Loan Fund	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	1	0	0.00%			
Section 108 Loan - Repayment	Affordable Housing	CDBG: $	Rental units constructed	Household Housing Unit	0	0		20	0	0.00%
Section 108 Loan - Repayment	Affordable Housing	CDBG: $	Other	Other	1	1	100.00%	1	1	
Section 108 Loan-Affordable Housing	Affordable Housing	Section 108: $	Rental units constructed	Household Housing Unit	20	0	0.00%			

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

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan,

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG

giving special attention to the highest priority activities identified.

The City carried out the following activities during this reporting period:

Public Service – Vista $6,000 : Vista One Stop Shop providing coordinated services through THN for persons experiencing homelessness.

Public Service – Community Gardens $2,596 : Community Gardens installed/improved for LMI neighborhoods in Beverly and Rosehill.

Public Service – MT Litter $9,074 : Litter program for downtown area.

Down Payment Assistance -- $6,940 : down payment & closing cost assistance for 1 LMI household.

Section 108 Loan $228,625 : Grim Lofts to create low/mod housing in Downtown began & will be ongoing through the next year.

Administration $34,928 : Administration of CDBG program to provide services to LMI &/or homeless individuals/families.

CV-Public Services $63,738 : Public Services provided by Mission Texarkana, RSOS, THC & EOC to provide food, supplies, personal protection equipment, care packages, testing, homeless shelter assistance & quarantine assistance for LMI or homeless persons affected by Covid-19.

CV-Administration $24,925 : Administration of CDBG CV program to provide services to LMI &/or homeless individuals/families affected by Covid-19.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG
White	17
Black or African American	83
Asian	0
American Indian or American Native	0
Native Hawaiian or Other Pacific Islander	0
Total	**100**
Hispanic	2
Not Hispanic	98

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

Narrative

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

The Beverly area (Census Tract #48037010600) population has decreased from 2,612 in 1990 to 2,293 in 2010, with the number of households for the same period also declining from 921 to 774. Total number of housing units likewise decreased from 1,103 to 918 households. The number of vacant housing units decreased from 182 to 144. During this same time period, renter occupied housing units rose from 441 to 506 while owner occupied housing units dramatically decreased 44.17% from 480 to 268. In 2012, average median household income for Texarkana, Texas was $37,526, but only $17,262 in Beverly, a variance of 46%. Per capita income was also lower by 45% as compared to the city at $23,297 per person in the city and only $10,477 in Beverly. Median home values in the city were reported at $136,770 and only $37,863 in Beverly.

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

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	public - federal	469,042	376,826

Table 3 - Resources Made Available

Narrative

During CDBG Program Year 2021 (October 1, 2021 – September 30, 2022 = PY21), the City of Texarkana had a total of $444,289 in CDBG resources to address various community needs. These funds included carryover resources in the amount of $50,000 from prior allocations, $10,193 in Program Income and $384,096 for the Program Year 2021 allocation. The City expended $376,826 leaving an unexpended balance at the beginning of the 2022 program year of $67,463.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
LMI Neighborhood Revitalization		19	Public Services: Vista Program, Community Gardens, Litter Program, Coffee Shop, RSOS, Salvation Army
City-Wide	2	2	For Housing Rehab
Downtown Area	63	63	108 Loan, Sidewalks/Trees

Table 4 – Identify the geographic distribution and location of investments

Narrative

Beverly Boundaries are New Boston Rd (Hwy 82), Robinson Rd, College Dr & Richmond Rd to Summerhill Rd- qual census tract 106. It is bordered by commercially zoned streets with interior comprised of older housing stock & many vacant, boarded buildings & has minority, elderly, & poverty concentrations.Staff worked closely with community leaders & it became clear that residents needed neighborhood cleanups.The city committed staff time to help while the Neighborhood Assoc has taken on the responsibility of the actual cleanups.The Downtown Area (Tract 105) is bound by the Kansas City Southern Railroad (Front St) & 7th St (MLK Blvd.), Stateline Ave, & Lake Dr.Citizens asked staff to focus on downtown revitalization for the past ten years.Consultation with numerous agencies, public meetings/hearings, citizen surveys, & votes of elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town & revitalize the area's potential for economic growth & provide affordable housing close to area services.These regions were chosen because they have great potential & need.They are bordered by major transportation routes, prime real estate for commercial development.New multifamily & new single family housing will

provide safe, secure, quality, affordable, housing for families.The economic development potential can bring jobs to sustain these LMI areas.

In PY2021, expenditures included:

Downtown area: Litter program, coffee shop, sidewalks/trees. Grim Lofts to create low/mod housing in Downtown is almost complete & includes Section 108 Loan Funds. Section 108 Loan funds were drawn from HUD – HQ in PY2019 after closing with developer. EN funds were also drawn to repay a portion of the HUD – HQ loan plus interest and financing fees. All Section 108 Loan funds have been drawn and repaid using CDBG EN funds.

Other LMI Areas: Down payment assistance to 1 LMI household. Public services implemented with Texarkana Homeless Coalition – Vista Program designed to provide a one-stop shop for homeless persons to receive needed services. Community garden work completed in Rosehill neighborhood.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

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. Publicly owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, and scattered properties located in downtown. This property may be used to promote economic development, provide support for homeless programs, and/or affordable housing in Texarkana, Texas. Publicly owned land may also be used to support public health activities, infrastructure, and public services, promoting livability and sustainability within the jurisdiction. The City expects to use CDBG funding as a leveraging tool to support community and economic development within the jurisdiction. Other grant programs that magnify the impact the City's commitment of CDBG resources and provide significant leverage to CDBG investments in the Downtown and Beverly Target Areas include the:

- $ 440,000 EPA Brownfields Multi-Purpose Grant
- $ 900,000 EPA Brownfields Revolving Loan Fund
- $ 200,000 EPA Brownfields Petroleum Assessment Grant
- $ 200,000 EPA Brownfields Hazardous Materials Assessment Grant
- $ 94,000 USDA Farmers' Market Promotions Program
- $ 100,000 NEA Grant for Downtown redevelopment

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	50	50
Number of Non-Homeless households to be provided affordable housing units	50	50
Number of Special-Needs households to be provided affordable housing units	50	50
Total	**150**	**150**

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	20	0
Number of households supported through Rehab of Existing Units	0	0
Number of households supported through Acquisition of Existing Units	0	0
Total	**20**	**0**

Table 6 – Number of Households Supported

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

The City's 5 Year Consolidated Plan for meeting Housing goals primarily consisted of projects and activities relying on Non-CDBG funding. Significant changes in funding streams the City relied upon for meeting these goals, including both CDBG and Non-CDBG funding, necessitated changes in plans for the 2019 Action Plan and will impact future Action Plans.

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

DRAFT

In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like TDHCA in the 5 Year Plan & 1 Year Action Plans. For example, the City included four Housing Rehabilitation projects in the Con Plan funded through TDHCA. Those funds are now not available. Without a replacement funding source, those programs have been removed from the City's expected outcomes. However, even though these no longer exist as projects in HUD's (Housing and Urban Development) database system due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. The more significant issue is the decrease in funding in CDBG and Non-CDBG funding programs. This directly impacts real outcomes in Texarkana communities. The City does provide capacity building support for Homeless Coalition members, including Randy Sams Homeless Shelter, ArkTex Council of Governments and Mission Texarkana. The outcomes for these activities are reported as organizations assisted.

Discuss how these outcomes will impact future annual action plans.

Future action plans will incorporate more activities funded by the CDBG program leading to improvements in meeting the goals & outcomes specified in the 5 Year Consolidated Plan. The City has submitted a new Consolidated Plan to allow for future annual action plans to specify the use of CDBG funds to address priority needs areas, especially those relating to housing, homelessness, & homelessness prevention activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	**0**	**0**

Table 7 – Number of Households Served

Narrative Information

The city operates a Homebuyers Assistance Program to increase affordable housing in LMI neighborhoods. In PY2021, 1 home was assisted with CDBG down payment assistance. Additionally, the city is actively involved with mortgage lenders as a part of the Community Advisory Committee to increase access to affordable housing products & loan services in Texarkana. The city made available a First Time Home Buyer Down Payment Assistance Grants Program in Program Year 2021 (October 1, 2021 – September 30, 2022) that require eligibility determination.

The city is a grantee for ESG & CoC funds to assist extremely low-income individuals & families. Homeless PIT numbers have decreased 17% or to 120 individuals during the last homeless count period.

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

DRAFT

The city has several infrastructure projects including over 15,994 LF of new sidewalks & ramps to increase access/safety/mobility for persons with disabilities.

The city is an active partner & providing a 2.3-million-dollar loan package for the Hotel Grim Lofts that will provide 93 additional housing units with 20 affordable units for low to moderate income individuals & families.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

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

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

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

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

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

The city of Texarkana is a long-time advocate for ending homelessness. As such, the city is an active participant in the Texarkana Homeless Coalition. Staff lends their expertise & the city contributes countless hours to assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, & create economies of scale. Additionally, the city has partnered with homeless services providers to apply for Continuum of Care & Emergency Solutions Grant funds & works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness. CDBG funding was used to meet outcomes associated with the Program Year 2018 Action Plan. Specifically, the city focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network & Texas Balance of State Continuum of Care. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing & Rapid Re-Housing:

RSOS for the Homeless (emergency shelter for 86 unaccompanied adults) provides services under ESG & CoC grants. The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people & 25 beds for individual men). ArkTex Council of Governments (ATCOG) provides services under the ESG grant. Mission Texarkana provides services under CoC grant.

RSOS provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, & Unaccompanied Men are located in Texarkana, Arkansas. Their facility is listed here because they are the only local provider of shelter for homeless families in the region. Crossing state lines for shelter is problematic for many homeless persons because

assistance is usually tied to state of residence. Mission Texarkana (formerly Texarkana Friendship Center) provides services to the needy & homeless in downtown Texarkana. They are a non-profit care provider rendering life sustaining assistance to the indigent & job training/placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap, or other classification. They feed an average of 300 people a day as well & provide groceries for over 20 families daily. Additionally, MT provides Rapid Rehousing to more than forty formerly homeless families through Continuum of Care grant as a partner to the City. Special Health Services of Texas provides some support for HIV/AIDS patients in the region. Community Health Core plans to provide supportive housing & permanent supportive housing to homeless veterans & their families as well as supportive housing for MHMR clientele. Additionally, the city has partnered with homeless services providers for Emergency Solutions Grant funds & works closely with the THN to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2021 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and Mission Texarkana by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS & their families, public housing residents, & victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations & homelessness. These populations have a much more difficult time finding, securing, & maintaining adequate housing & necessary social services. The city serves as the fiscal agent for a CoC - Rapid Re-Housing grant administered through RSOS & MT. These agencies provided rapid housing &/or case management to approximately 148 individuals, including 29 childen under the CoC grant. Of these participants, one head-of-household is a veteran & ten have physical or developmental disabilities. The program moved from a Transitional Housing model to a Rapid Rehousing model as of March 1, 2015. In both cases, the program meets the needs of these residents by providing case management, counseling, life skills training, & assistance for job seekers. The program assists these persons & families learn self-sufficiency. These formerly homeless persons transition gradually to paying their own rents. They are considered permanently housed at the point that they are paying their own way. CDBG funding was used to meet outcomes associated with the Program Year 2021 Action Plan. Specifically, the City focused on assisting three (3) non-profits under Public Services. The City worked closely with RSOS, Texarkana Homeless

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

DRAFT

Coalition Vista program and Amachi Vision Corps to provide services such as life skills, job training and youth programs that are designed to improve the lives of homeless persons & provide help in gaining self sufficiency.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The primary goal for serving special needs populations is to assist public & nonprofit agencies in expanding & enhancing their provision of housing & services to the elderly, disabled & dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, & persons with addictions. The city recognizes services required by special-needs populations often overlap the housing needs & supportive services for the homeless as identified & addressed throughout the Consolidated Plan. CDBG funding was used to meet outcomes associated with the Program Year 2021 Action Plan. Specifically, the city focused on assisting three (3) non-profits under Public Services: RSOS, THC Vista program & Amachi Vision Corps to provide services such as life skills, job training & youth programs that are designed to improve the lives of homeless persons & provide help in gaining self sufficiency. The City made payments directly to the non-profit providers of Public Services. Future Action Plans will also incorporate the use of CDBG funding to meet goals & objectives related to ending homelessness.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

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

Actions taken to address the needs of public housing

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

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

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

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

HATT's community centers, an active communications program, & frequent, positive resident engagement encourages residents to seek out & use services offered & participate in the management of public housing in Texarkana. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, &/or non-profit agencies, including educational resources like GED preparation & computer skills training through the Literacy Council, vocational & job training programs offered through Workforce Solutions, Texarkana Community College, & Texas A&M Texarkana, financial management skills training, child care, & other relevant support services. These programs help to connect residents to information that can help them to obtain better paying jobs & greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, & providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods of the city. Staff continues to work closely with HATT to improve resident engagement & homeownership. Additionally, the city continues to educate lenders & HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the CDBG program. CDBG funding was used to meet outcomes associated with the Program Year 2019 Action Plan in Public Housing as Administrative planning funds. Future Action Plans may incorporate the use of CDBG funding to meet goals and objectives related support of Public Housing.

Actions taken to provide assistance to troubled PHAs

HATT is an exemplary public housing authority & is not designated as troubled.

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

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

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

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

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

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

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

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

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

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

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

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

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

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

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

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

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

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

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

The City gave notice that the Draft of the PY2021 Caper would be available for public review & comment at:

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

during the comment period of November 28 to December 12, 2022 during regular business hours. The Draft Caper was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period. Public meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available. Citizen comments are included as an attachment to this document.

No comments were received during the comment period & no comments were made at the Public Hearing December 12th City Council Meeting. Attached are the minutes for that meeting.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The most significant changes that have occurred in Texarkana's program objectives have been the exclusion of Non-CDBG Funded projects & activities from the Five-Year Consolidated Plan & Annual Action Plan. Moving from city led to volunteer-driven neighborhood association clean-up projects staff at the city have been able to forge stronger relationships that will prove invaluable as the City continues to work at transforming Beverly from a Target Area to a desirable neighborhood. The short-term impact of excluding Non-CDBG funds on the CAPER is the creation of perception that the program is not meeting its targets & goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like TDHCA to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA & administered through City staff. Those funds are now not available & the City has been directed to remove those programs from the City's expected outcomes. However, even though these no longer exist as projects in HUD's database system (called IDIS – the Integrated Disbursement & Information System) due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. Another important change to the City's planning is that the City was able to partner with the TxDot to provide needed ADA improvements to sidewalks & curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars.

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

No

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

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Attachment

PR26 Texarkana PY2021

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Financial Summary PY2021 Txk

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Txk PY2021 Cover Page

City of Texarkana, Texas
CAPER

Consolidated Annual Performance Evaluation Report

Community Development Block Grant Program
October 1, 2021 through September 30, 2022
Program Year 2021

DRAFT

OMB Control No: 2506-0117 (exp. 09/30/2021)

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

Txk PY2021 Public Notice

Notice of Public Comment

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2021 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* will be available for public review/comment. The Department of HUD requires all recipients of CDBG funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER & formally present their comments for inclusion in this report.

The CAPER DRAFT can be reviewed during the 15 Day Public Comment Period at the following location during regular business hours between November 28 to December 12, 2022:

Texarkana, Texas City Hall
220 Texas Boulevard
Texarkana, Texas 75501

The DRAFT CAPER is also available on the Texarkana, Texas website (www.ci.texarkana.tx.us).

The City will hold a City Council Meeting on November 14, 2022 & Public Hearing for the CAPER will occur on December 12, 2022. Citizens are asked to present their comments at this Public Hearing or to submit written comments to the City by 5:00 p.m. December 12, 2022.

These meetings are conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) & in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible & 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.

DRAFT

Attachment: 2022-140 ATTH 01 Caper PY2021 Draft 10.31.22 (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation

CITY OF
TEXARKANA
TEXAS

CDBG CAPER Report

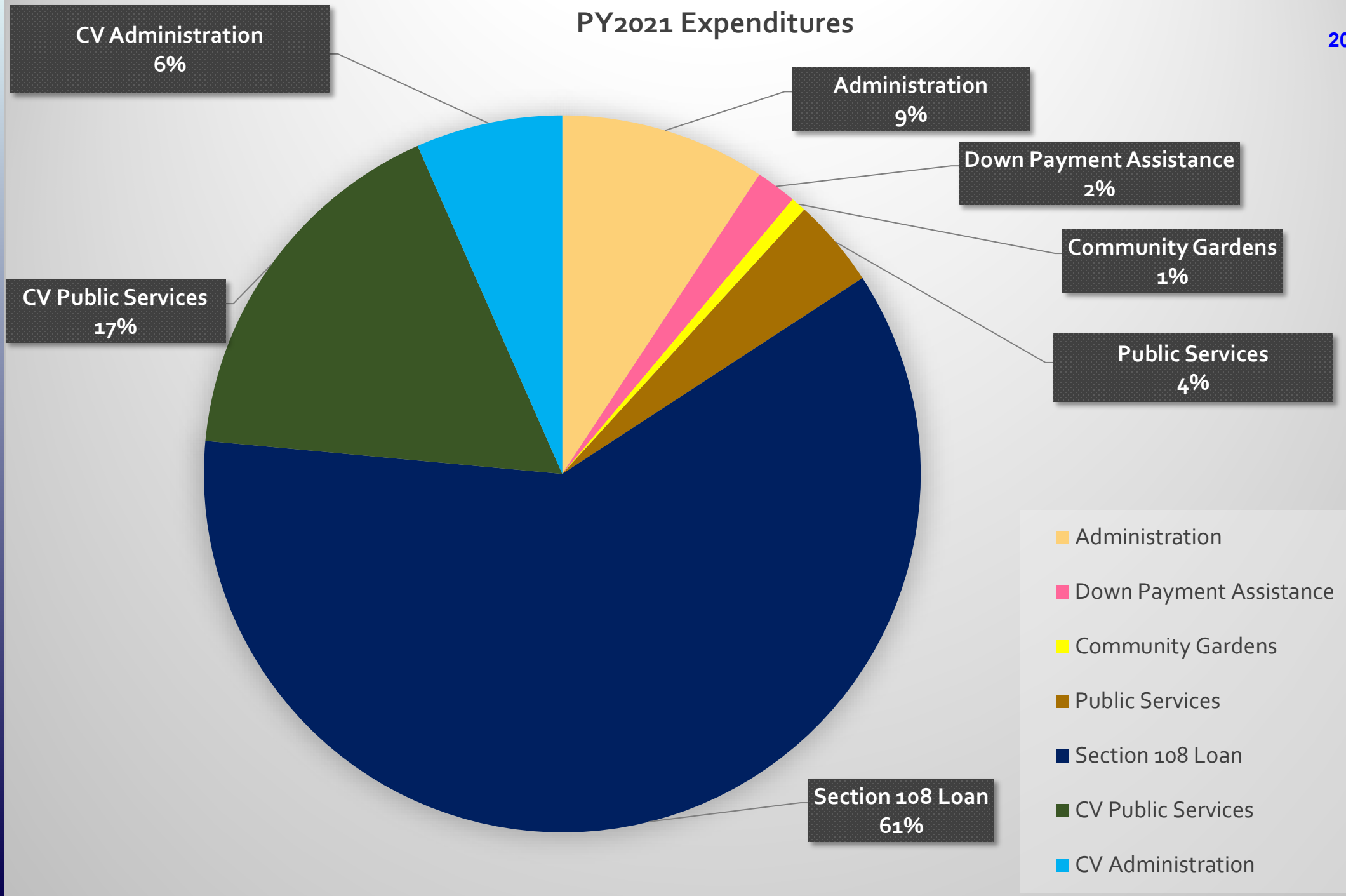
Attachment: 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (3866 : 2022-140 RES

CDBG CAPER Report

- The annual report includes expenditures and accomplishments fo the 2021 Community Development Block Grant (CDBG) Action Plan (October 1, 2021 -- September 30, 2022)
- Public Comment Period (November 28th – December 12th, 2022)
- Public Hearing on Monday, December 12th

Attachment: 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (3866 : 2022-140 RES

PY2021 Expenditures



Attachment: 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (3866 : 2022-140 RES

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.

Eight percent of total expenditures went toward administration of the program.

Project/Activity	Status	Percent	Funded	Drawn Current Year
CV-Public Service – Sidewalks/Trees	On Going	2%	100,000.00	8,825.89
CV-Public Service –MT Coffee Shop	On Going	10%	50,000.00	38,971.19
CV-Public Service – MT	On Going	4%	60,000.00	15,941.25
CV-Administration	On Going	7%	52,164.00	24,924.62
Down Payment Assistance	Completed	2%	10,000.00	6,940.52
Public Service - Vista	Completed	2%	8,000.00	6,000.00
Public Service - MT Litter	Completed	2%	12,000.00	9,074.22
Community Gardens	Completed	1%	5,000.00	2,595.61
Section 108 Loan Repayment (final payment)	Completed	61%	250,000.00	228,624.68
Administration	Completed	9%	75,000.00	34,927.64
TOTAL		100%	732,164.00	376,825.62

Attachment: 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (3866 : 2022-140 RES

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 before 5:00 p.m. December 12, 2022

Attachment: 2022-140 ATTH 02 Caper PY2021 Presentation 10.31.22 (3866 : 2022-140 RES

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: 2022-140 Goals & Perspectives (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation Report)

RESOLUTION NO. 2022 – 140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PERFORMANCE EVALUATION REPORT AND AUTHORIZING THE CITY MANAGER TO SUBMIT SAID REPORT TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the U. S. Department of Housing and Urban Development has provided the City of Texarkana, Texas, with Community Development Block Grant (CDBG) funds; and

WHEREAS, the City of Texarkana, Texas, hereby gives notice that the DRAFT of the Community Development Block Grant 2021 Program Year (Fiscal Year 2022) Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment; and

WHEREAS, the Department of Housing and Urban Development requires all recipients of 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; and

WHEREAS, the City Council has determined it to be appropriate to approve the Community Development Block Grant 2021 Program Year CAPER.

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

SECTION 1: The Community Development Block Grant 2021 Program Year Consolidated Annual Performance Evaluation Report (CAPER) is hereby approved.

SECTION 2: The City Manager is hereby authorized to submit said Community Development Block Grant 2021 Program Year Consolidated Annual Performance Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development and provide such additional information as may be required.

SECTION 3: 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 12th **day of December, 2022.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:53p.m.

Attachment: 2022-140 RES apprv. CDBG CAPER signed (3866 : 2022-140 RES PY 2021 CDBG Consolidated Annual Performance Evaluation