



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • DECEMBER 14, 2015

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	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Absent	
Josh Davis	Ward 6	Present	

City Staff: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Charlie Bassett, Karey Parker, Lisa Thompson, Robby Robertson, Eric Schlotter, CeCe White, Lynn Henry, David Orr, Jeff Luckett, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER JEAN MATLOCK

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

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

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

Monday, February 8, 2016 at 6:00 p.m.

Monday, February 22, 2016 at 6:00 p.m.

Parks & Recreation Events:

December 17th Holiday Movies in the Park - "Elf" 6:00 p.m.
 Spring Lake Park

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

Proclamation Presentation

Outstanding Young Men Day - December 26, 2015

Mayor Bruggeman presented the proclamation to President Marietha Neal of the Texarkana Alumnae Chapter of Delta Sigma Theta Sorority, Inc. Ms. Neal thanked both Texarkana cities for the joint proclamation.

Appointments to Boards & Commissions

There were no appointments made by council.

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

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

There were no public comments made during open forum.

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

(6:17 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 9, 2015 at 6:00 PM.
2. Consider approval of the minutes of the Regular Meeting of the City Council held on November 23, 2015 at 6:00 PM.
3. Resolution No. 2015-134 authorizing the City Manager to execute a purchase agreement with SHI Government Solutions of Austin, Texas for the City's Microsoft licensing enterprise agreement.

Public Hearing:

Second Briefing:

Council Vote: December 14, 2015

4. Resolution No. 2015-136 authorizing the City Manager to accept an enterprise agreement proposal from SHI Government Solutions of Austin, Texas for Microsoft licenses and to negotiate a final enterprise agreement at a total cost over a three-year period not to exceed ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) with the Texarkana Texas Water Utilities portion not to exceed SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94).

Public Hearing:

Second Briefing:

Council Vote: December 14, 2015

Action Items

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

Public Hearing: November 9, 2015

Second Briefing: November 23, 2015

Council Vote: December 14, 2015

(6:18 p.m.)

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

VI. FIRST BRIEFINGS

1. Resolution No. 2015-138 naming the existing pedestrian trail along Galleria Oaks Drive from Cowhorn Creek Road to Robin Lane as "Watts Trail".

Public Hearing: January 11, 2016

Second Briefing:

Council Vote: January 25, 2016

Shirley Jaster briefed this item. Marilyn Markham spoke at this first briefing.

RESULT: MOVED FORWARD**Next: 1/11/2016 6:00 PM**

2. Resolution No. 2015-140 finding and determining no valid basis supporting claims made by Forest Point Apartment Homes of being overcharged for water and sewer services; requiring Forest Point Apartment Homes to make full payment; authorizing alternative short-term payment plans; directing enforcement of Code provisions in the event Forest Point Apartment Homes fails to make full payment of its account balance.

Public Hearing: January 11, 2016
Second Briefing: January 25, 2016
Council Vote: February 8, 2016

City Manager Whitson briefed this item.

RESULT: MOVED FORWARD**Next: 1/11/2016 6:00 PM**

VII. PUBLIC HEARINGS

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

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

There were no public comments made at this public hearing.

RESULT: MOVED FORWARD**Next: 1/11/2016 6:00 PM**

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

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

There were no public comments made at this public hearing.

RESULT: MOVED FORWARD**Next: 1/11/2016 6:00 PM**

3. Motion to move Resolution No. 2015-125 up for council vote.

(7:11 p.m.)

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

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

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

There were no public comments made at this public hearing.
(7:11 p.m.)

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

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

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

There were no public comments made at this public hearing. Council Member Veal-Gooch stated that Landmark Pentecostal Church is located in Ward 3 and several Ward 3 residents, in the affected area, have expressed their displeasure with the church's proposed electronic messaging sign at this location. Council Member Veal-Gooch asked council members to take into consideration that Ward 3 residents are content with monument style signage or interchangeable sign boards in their respective ward.

RESULT:	MOVED FORWARD	Next: 1/11/2016 6:00 PM
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6. Ordinance No. 2015-130 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 0.9 acre tract of land located in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.

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

Jason Calhoun spoke at this public hearing. Shirley Jaster answered questions from council. David Orr informed council that the Planning and Zoning Commission members will schedule a workshop with council to discuss electronic messaging signs before the scheduled council vote date on this item.

RESULT:	MOVED FORWARD	Next: 1/11/2016 6:00 PM
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7. Ordinance No. 2015-131 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 7.39 acre tract of land located at 1601 Mall Drive. Church on the Rock, applicant. Jason Offutt, Ace Sign Company, agent.

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

Jason Offutt spoke at this public hearing. Mike Ulmer spoke at this public hearing.

RESULT:	MOVED FORWARD	Next: 1/11/2016 6:00 PM
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8. Motion to move Ordinance No. 2015-132 up for council vote.

(7:54 p.m.)

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

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

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

David Williams spoke at this public hearing and asked council for an expedited vote on this item.
(7:55 p.m.)

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

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

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

There were no public comments made at this public hearing.

RESULT:	MOVED FORWARD	Next: 1/11/2016 6:00 PM
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11. Motion to move Resolution No. 2015-137 up for council vote.

(7:58 p.m.)

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

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

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

Kelly Mitchell, of Riverbend Water Resources District board, spoke at this public hearing.
(7:59 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Tina Veal-Gooch, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman

13. Resolution No. 2015-139 authorizing the City Manager to enter into a Water Supply Contract with TexAmericas Center and three (3) tri-party agreements - Assignment, Assumption and Novation of Water Supply Contract; Certificates of Convenience and Necessity on TAC-East Property; Non-Potable Water Agreement - with TexAmericas Center and Riverbend Water Resources District.

Public Hearing: January 25, 2016
Second Briefing:
Council Vote: January 25, 2016

RESULT:	POSTPONED	Next: 1/25/2016 6:00 PM
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VIII. SECOND BRIEFING WITH UPDATES

1. Motion to move Ordinance No. 2015-111 up for council vote.

(8:05 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman

2. Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.

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

Lynn Henry provided an update to council.
(8:06 p.m.)

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

3. Motion to move Ordinance No. 2015-112 up for council vote.

(8:05 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman

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

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

Lynn Henry provided an update to council.
(8:07 p.m.)

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

5. Motion to move Ordinance No. 2015-113 up for council vote.

(8:05 p.m.)

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

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

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

Lynn Henry provided an update to council.
(8:08 p.m.)

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

7. Motion to move Ordinance No. 2015-114 up for council vote.

(8:05 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman

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

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

Lynn Henry provided an update to council.

(8:09 p.m.)

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

9. Motion to move Ordinance No. 2015-115 up for council vote.

(8:05 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman

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

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

Lynn Henry provided an update to council.

(8:10 p.m.)

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

IX. SECOND BRIEFING WITHOUT UPDATES

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

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

RESULT:**MOVED FORWARD****Next: 1/11/2016 6:00 PM****X. ITEMS FOR DISCUSSION**

Staff Updates

City Manager Whitson reminded council that city hall will be closed December 24, 25 & 28 for the upcoming holidays.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Davis, with input from several concerned citizens, asked if staff had done any traffic studies to help alleviate traffic congestion and regulate better traffic flow on Galleria Oaks Drive at the intersections of Robin Lane and Cowhorn Creek Road. Shirley Jaster responded that normally a warrant study is conducted on a new road to determine traffic flow. City Manager Whitson responded that traffic counters are already in place and thus far the counters indicate low traffic volume. However, he has asked Kyle Dooley to research and review the possibility of a "roundabout" for the intersection of Robin and Galleria Oaks.

Mayor Bruggeman asked for an update of the suggestion of street lighting on Cowhorn Creek Road by the Convention Center and the new Urgent Care Center. City Manager Whitson responded that Kyle Dooley is checking into it and has not yet provided an update.

Mayor Bruggeman thanked all the council members for their dedication and support and said that 2015 has been a good year. He also thanked city staff for the work they do every day in serving the citizens. The Mayor wished everyone a safe upcoming Christmas and new year. The council looks forward to exciting things happening in the city in 2016.

2. City Staff

Staff had no comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(8:16 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Willie Ray, Ward 2
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Ray, Veal-Gooch, Matthews, Davis
ABSENT:	Paddock
EXCUSED:	Bruggeman



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 12/4/2015 4:05 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Outstanding Young Men Day - December 26, 2015

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Potential Options:

- None
-

Fiscal Implications:

N/A

Staff Recommendation:

Mayor to proclaim "Outstanding Young Men Day" – December 26, 2015

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- Outstanding Young Men 121415 (joint) (PDF)

A Joint Proclamation

Texarkana, Texas and Texarkana, Arkansas

“Outstanding Young Men Day”

WHEREAS, the Texarkana Alumnae Chapter of Delta Sigma Theta Sorority, Inc was chartered in 1975 and during its first sorority year adopted the presentation of the Outstanding Young Men (OYM) program; and

WHEREAS, this presentation is an annual fund raising project and as a community service event provides assistance and encouragement to young men in our Texarkana area; and

WHEREAS, the OYM program currently showcases young men who are high school seniors at local area school districts such as Texarkana Independent School District, Texarkana Arkansas School District and Liberty Eylau School District; and

WHEREAS, the OYM program has expanded to also showcase young men who are high school seniors in 16 other regional school districts in Texas and Arkansas; and

WHEREAS, these outstanding young men are engaged in meaningful, informational and educational activities from September to December and are encouraged to continue studies in institutions of higher learning by presentations of monetary awards, gift certificates, scholarships and other awards; and

WHEREAS, this program has continued for nearly 40 years and has positively impacted the lives of more than 2,000 young men and has presented approximately \$200,000 in scholarships and \$80,000 in monetary gifts and other awards to these young men.

NOW, THEREFORE, we, Bob Bruggeman, Mayor of Texarkana, Texas, and Ruth Penney Bell, Mayor of Texarkana, Arkansas, do hereby proclaim December 26, 2015, as

“Outstanding Young Men Day”

in Texarkana, Texas and Texarkana, Arkansas, and ask that our citizens acknowledge the accomplishments and achievements of these young men in our community.

Bob Bruggeman, Mayor
City of Texarkana, Texas

Ruth Penney Bell, Mayor
City of Texarkana, Arkansas

ATTEST:

ATTEST:

Jennifer Evans, City Secretary
City of Texarkana, Texas

Heather Soyars, City Clerk
City of Texarkana, Arkansas

Attachment: Outstanding Young Men 121415 (joint) (1417 : Outstanding Young Men Day Proclamation)



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • NOVEMBER 9, 2015

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	
Willie Ray	Ward 2	Absent	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Absent	

Staff Present: City Manager John Whitson, Vicky Coopwood, Charlie Bassett, Shirley Jaster, Robby Robertson, Lynn Henry, Eric Schlotter, Kyle Dooley, Lisa Thompson, David Orr, Mashell Daniel, J.D. Phillips, and Karey Parker.

Legal Counsel: Jeff Lewis

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

Mayor Bruggeman invited representatives from Boy Scout Troop #16 to lead the Pledge of Allegiance.

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

Monday, November 23, 2015 at 6:00 p.m.

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

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

Parks & Recreation Events:

November 15 th	Toys for Tots Softball Tournament	Wallace Park
November 26 th	Turkey Trot 5K Run	Spring Lake Park
December 3 rd	16 th Annual Bramlett Beans & Cornbread	Southwest Center

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

Minutes Acceptance: Minutes of Nov 9, 2015 6:00 PM (Consent Items)

Mayor Bruggeman welcomed students from Liberty Eylau School District to the meeting. Mayor Bruggeman announced that the Community Wide Yard Sale, that was postponed due to the weather, has been rescheduled to Saturday, November 14th from 8:00 a.m. to 3:00 p.m. at Spring Lake Park. For more information or to reserve a booth, please call (903) 798.3978.

Appointments to Boards & Commissions

Council Member Veal-Gooch nominated Council Member Davis for reappointment to continue serving on the Bowie Central Appraisal District board as he is serving currently as board president. Council Member Veal-Gooch also nominated Marshall Wood for reappointment to the Riverbend Water Resources District board.

Mayor Bruggeman reaffirmed the appointment of Bruce Powers to the Housing Authority board. Mayor Bruggeman appointed Connie Smith as a resident commissioner to the Housing Authority board.

The city council unanimously confirmed the appointments.

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

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

Mary Bruce addressed council concerning changing Sunset Street from a dead-end street to a through street to accommodate traffic.

Jo Ann Duman addressed council concerning a resolution in support of Riverbend Water Resources District.

Ann Redelfs addressed council concerning a resolution in support of Riverbend Water Resources District.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:20 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on October 26, 2015 at 6:00 PM.

Public Hearing and Action Items

2. Motion to move Resolution No. 2015-119 up for council vote.

(6:31 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Tina Veal-Gooch, Ward 3
AYES:	Matlock, Veal-Gooch, Matthews, Paddock
ABSENT:	Ray, Davis
EXCUSED:	Bruggeman

3. Resolution No. 2015-119 supporting Riverbend Water Resource District, the City of Texarkana, Texas and surrounding member cities as sponsors of Lake Wright Patman water rights.

Public Hearing: November 9, 2015

Second Briefing: November 23, 2015

Council Vote: December 14, 2015

Steve Mayo, Kelly Mitchell, Fred Milton and George Frost spoke at this public hearing and provided council information.

(6:31 p.m.)

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

4. Resolution No. 2015-124 expressing "No" confidence in the SRBA as currently constituted; opposing SRBA's intent and strategy to be designated as a wholesale water provider; requesting SRBA's support of the City of Texarkana and Riverbend Water Resource District be the local sponsor of water rights in Lake Wright Patman; inviting SRBA to brief the city council on all matters related to studies of the Sulphur River Basin including Lake Wright Patman.

Public Hearing: November 9, 2015

Second Briefing:

Council Vote: November 9, 2015

Steve Mayo addressed council at this public hearing. Kelly Mitchell addressed council at this public hearing.

(6:33 p.m.)

Minutes Acceptance: Minutes of Nov 9, 2015 6:00 PM (Consent Items)

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

5. Resolution No. 2015-128 amending the Master Fee List changing the permit fee for outdoor burning (not recreational).

Public Hearing: November 9, 2015

Second Briefing:

Council Vote: November 9, 2015

Eric Schlotter spoke at this public hearing. Council Member Veal-Gooch explained the reason why this agenda item was being addressed. No public comments were made at this hearing.

RESULT:	FAILED/LACK OF MOTION
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VI. FIRST BRIEFINGS

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

Public Hearing: November 23, 2015

Second Briefing: December 14, 2015

Council Vote: January 11, 2016

Charlie Bassett briefed this item.

RESULT:	MOVED FORWARD	Next: 11/23/2015 6:00 PM
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VII. PUBLIC HEARINGS

1. Ordinance No. 2015-110 amending the Women's Health and Family Planning Association of Texas grant budget in the amount of SEVENTEEN THOUSAND FIVE HUNDRED DOLLARS (\$17,500).

Public Hearing: November 9, 2015

Second Briefing: November 23, 2015

Council Vote: December 14, 2015

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

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

2. Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.

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

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 11/23/2015 6:00 PM
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3. Ordinance No. 2015-112 amending the Code of Ordinances by adopting the International Building Code, IBC, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-75 and 105-76 of the Code.

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

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 11/23/2015 6:00 PM
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4. Ordinance No. 2015-113 amending the Code of Ordinances by adopting the International Plumbing Code, IPC, 2015 edition, the International Fuel Gas Code, 2015 edition, and the International Mechanical Code, 2015 edition, each with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-256, 105-257, 105-258 and 105-259 of the Code.

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

No public comments were made at this hearing.

RESULT: MOVED FORWARD

Next: 11/23/2015 6:00 PM

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

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

No public comments were made at this hearing.

RESULT: MOVED FORWARD

Next: 11/23/2015 6:00 PM

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

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

No public comments were made at this hearing.

RESULT: MOVED FORWARD

Next: 11/23/2015 6:00 PM

7. Motion to move Ordinance No. 2015-116 up for council vote.

(6:59 p.m.)

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

8. Ordinance No. 2015-116 granting a Specific Use Permit to allow the one additional use of a tattoo studio for the application of permanent cosmetics on Lot 2A, Walsh-Carter Master Tract, located at 5305 Cowhorn Creek Road. Dr. Brent Carmony, applicant. Sandra Azancot, agent.

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

No public comments were made at this hearing.
(6:59 p.m.)

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

9. Motion to move Resolution No. 2015-117 up for council vote.

(7:02 p.m.)

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

10. Resolution No. 2015-117 authorizing the City Manager to execute a contract with A.L. Franks Engineering, Inc. Of Texarkana, Arkansas in an amount not to exceed THREE HUNDRED SEVENTY THOUSAND EIGHT HUNDRED NINETY-EIGHT DOLLARS (\$370,898) for engineering services associated with modifications to the Wagner Creek Wastewater Treatment Plant.

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

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

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

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

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

No public comments were made at this hearing.

RESULT: MOVED FORWARD

Next: 11/23/2015 6:00 PM

VIII. SECOND BRIEFING WITH UPDATES

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

Public Hearing: October 26, 2015
 Second Briefing: November 9, 2015
 Council Vote: November 23, 2015

Kyle Dooley provided council additional information.

RESULT: MOVED FORWARD

Next: 11/23/2015 6:00 PM

IX. SECOND BRIEFING WITHOUT UPDATES - NONE

X. ITEMS FOR DISCUSSION

Staff Updates

The City of Texarkana, Texas Investment Report for the Quarter Ended September 30, 2015 is now available for viewing on the City's website:

<http://tx-texarkana.civicplus.com/ArchiveCenter/ViewFile/Item/635>

The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2015). The Public Comment Hearing will be held on November 23rd for the 2014 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15 day public comment period will be held from November 10th through the 25th, 2015.

David Orr provided a brief overview and comments regarding the Comprehensive Assessment Performance Evaluation Report.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council had no comments.

2. City Staff

Staff had no comments.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.

(7:23 p.m.)

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



Vicky Coopwood
Asst. City Secretary



Bob Bruggeman
Mayor



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • NOVEMBER 23, 2015

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	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Absent	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Charlie Bassett, Shirley Jaster, Lisa Thompson, Mashell Daniel, Betsy Freeman, Robby Robertson, Vicky Coopwood, Eric Schlotter, J.D. Phillips, Lynn Henry, Karey Parker, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY PADDOCK

III. MAYOR'S OPENING REMARKS

Upcoming City Council Meetings:

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

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

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

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

Mayor Bruggeman announced that the annual Main Street Texarkana Christmas Parade will be held on Monday, December 7th. Mayor Bruggeman also announced that a Christmas Farmers' Market will be held on December 7th from 5:00 p.m. to 7:00 p.m. The holiday Farmers' Market will feature local vendors from the region and live music.

Parks & Recreation Events:

November 26 th	Toys for Tots Softball Tournament	Wallace Park
December 3 rd	16 th Annual Bramlett Beans & Cornbread	Southwest Center

Minutes Acceptance: Minutes of Nov 23, 2015 6:00 PM (Consent Items)

December 9 th	Senior Holiday Party	Southwest Center
December 17 th	Holiday Movies in the Park - "Elf"	Spring Lake Park

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

Other City Events:

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

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

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

Presentations

Mayor Bruggeman and Fire Chief Eric Schlotter presented Mr. Ray Harris, Jr. a *Citizen Life Saving Award* for performing life-saving CPR on a co-worker who suffered a cardiac arrest on October 31, 2015.

Small Business Saturday Proclamation - November 28, 2015

Mayor Bruggeman read the proclamation in support of Small Business Saturday.

David Wall, of Cable One, made a presentation concerning future upgrades to cable service.

Appointments to Boards & Commissions

There were no appointments made by council.

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

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

Linda Price, chairperson for Region D Water Planning Group, read a letter in support of the City and Riverbend Water Resources District for pursuing current and future water rights to Lake Wright Patman. Ms. Price thanked the city council for their efforts.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:37 p.m.)

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

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

Public Hearing:

Second Briefing:

Council Vote: November 23, 2015

Action Items

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

Public Hearing: October 26, 2015

Second Briefing: November 9, 2015

Council Vote: November 23, 2015

(6:41 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Ray, Matthews, Paddock, Davis
ABSENT:	Veal-Gooch
EXCUSED:	Bruggeman

VI. FIRST BRIEFINGS

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

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

Jerry Sparks briefed this item. Jeff Lewis made additional comments.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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2. Resolution No. 2015-121 authorizing the City Manager to enter into an incentive agreement with Ocean Canyon Properties Inc., funded by the City of Texarkana's Economic Development Fund, in an amount not to exceed FORTY-SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800).

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

Jerry Sparks briefed this item.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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3. Resolution No. 2015-125 approving Bowie Central Appraisal District's 2015 tax rolls.

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

Charlie Bassett briefed this item.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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4. Ordinance No. 2015-129 rezoning an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Single Family-2 to Office. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.

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

Shirley Jaster briefed this item.

RESULT: MOVED FORWARD**Next: 12/14/2015 6:00 PM**

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

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

Shirley Jaster briefed this item.

RESULT: MOVED FORWARD**Next: 12/14/2015 6:00 PM**

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

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

Shirley Jaster briefed this item.

RESULT: MOVED FORWARD**Next: 12/14/2015 6:00 PM**

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

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

Shirley Jaster briefed this item.

RESULT: MOVED FORWARD**Next: 12/14/2015 6:00 PM**

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

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

Eric Schlotter briefed this item. Jeff Lewis made additional comments.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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9. Resolution No. 2015-137 authorizing funding for Riverbend Water Resources District.

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

City Manager Whitson briefed this item.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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10. Resolution No. 2015-139 authorizing the City Manager to enter into a Water Supply Contract with TexAmericas Center and three (3) tri-party agreements - Assignment, Assumption and Novation of Water Supply Contract; Certificates of Convenience and Necessity on TAC-East Property; Non-Potable Water Agreement - with TexAmericas Center and Riverbend Water Resources District.

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

City Manager Whitson briefed this item. Jeff Lewis made additional comments.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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11. Resolution No. 2015-126 casting votes for candidate(s) for membership on the Bowie Central Appraisal District's Board of Directors to serve for the 2016-2017 term.

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

Charlie Bassett briefed this item. No public comments were made at this hearing.
 (7:25 p.m.)

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

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

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

Charlie Bassett briefed this item. City Manager Whitson made additional comments. No public comments were made at this hearing.
 (7:38 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Matlock, Ray, Matthews, Paddock, Davis
ABSENT:	Veal-Gooch
EXCUSED:	Bruggeman

VII. PUBLIC HEARINGS

1. The U.S. Department of Housing and Urban Development - Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2015). The Public Comment Hearing will be held on November 23rd for the 2014 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 10 - 25, 2015.

No public comments were made at this hearing.

2. Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.

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

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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3. Ordinance No. 2015-112 amending the Code of Ordinances by adopting the International Building Code, IBC, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-75 and 105-76 of the Code.

Public Hearing: November 23, 2015

Second Briefing: December 14, 2015

Council Vote: January 11, 2016

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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4. Ordinance No. 2015-113 amending the Code of Ordinances by adopting the International Plumbing Code, IPC, 2015 edition, the International Fuel Gas Code, 2015 edition, and the International Mechanical Code, 2015 edition, each with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-256, 105-257, 105-258 and 105-259 of the Code.

Public Hearing: November 23, 2015

Second Briefing: December 14, 2015

Council Vote: January 11, 2016

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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5. Ordinance No. 2015-114 amending the Code of Ordinances adopting the International Property Maintenance Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-356 and 105-357 of the Code.

Public Hearing: November 23, 2015

Second Briefing: December 14, 2015

Council Vote: January 11, 2016

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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6. Ordinance No. 2015-115 amending the Code of Ordinances by adopting the International Residential Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-98 and 105-99 of the Code.

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

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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7. Resolution No. 2015-122 approving the City's investment policy.

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

No public comments were made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES

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

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

RESULT:	MOVED FORWARD	Next: 12/14/2015 6:00 PM
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X. ITEMS FOR DISCUSSION

Staff Updates

City Manager Whitson reminded council that city offices would be closed Thursday, November 26th and Friday, November 27th for the Thanksgiving Day holiday.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Matthews asked for an update on the Masonic Lodge rubble. City Manager Whitson responded almost all of the debris has been removed from the site and Municipal Judge Sherry Jackson has dismissed the case because the court's interests have been satisfied. This decision has released the defendants from the matter and no more court dates will be scheduled.

Council Member Matlock thanked City Secretary, Jennifer Evans and Assistant City Secretary, Vicky Coopwood for preparing a timely and professional proclamation for Reverend Alvin J. Gay. Council Member Matlock introduced her niece Miyah who joined the city council at the meeting. Miyah is from Kaufman County and is a fifth grader at Barbara Walker Elementary School.

2. City Staff - None

XII. ADJOURNMENT

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

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Update Date: 12/11/2015 4:08 PM

Briefing Sheet

Lead Department:	<u>Information Technology</u>			Action Officer:	<u>Jeff Luckett, Supervisor</u>		
	<u>Resolution No. 2015-134 authorizing the City Manager to execute a purchase agreement with SHI Government Solutions of Austin, Texas for the City's</u>						
Subject:	<u>Microsoft licensing enterprise agreement.</u>						
	Public		Second		Council		
Briefing: <u>12/14/2015</u>	Hearing:		Briefing:		Vote:	<u>12/14/2015</u>	

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

NOT APPLICABLE

The City's IT Department has developed a license management system to assist in the purchase and maintenance of the software licenses for Microsoft's suite of productivity and operating system software. The Microsoft Enterprise Agreement is a three year maintenance agreement for existing Microsoft software with upgrade rights. This will also upgrade the city to Microsoft Office 365 licenses.

Funds are included in the fiscal year 2016 budget for the first of three payment years . The source of funding is the Computer Technology Fund. Payments for the remaining two years of this agreement are anticipated to be budgeted from the same fund in future years.

The cost will be FIFTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE AND 40/100 DOLLARS (\$53,265.40) per year for a total cost not to exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20) over the three year term.

IT recommends approval.

- a. City of Texarkana enrollment - Dec 2015 (DOCX)
- b. City of Texarkana renewal_en-US_DTF_0399266_003_Final_CTM 11-10-2015 (PDF)
- c. City of Texarkana Enterprise Agreement Exhibit A (PDF)
- d. City of Texarkana revision auth (DOCX)
- e. City of Texarkana signature (DOCX)

City of Texarkana, Texas

- f. CSD M306-M97 CR-20151110-095901 TX City of Texarkana EA Ren 11-10-2015 (PDF)
- g. City of Texarkana Enterprise Agreement Exhibit B (PDF)
- h. Goals & Perspectives (DOCX)
- i. 2015-134 RES Microsoft Enterprise Agreement (DOCX)
- j. 2015-134 RES Microsoft Enterprise Agreement signed (PDF)

Staff Coordination

Information Technology	Completed	Bobby Bean	Department Head Review	
		11/17/2015 2:24 PM		
Finance Department	Charlie Bassett	Review	Completed	11/17/2015
Assistant City Manager				
Review	Completed	Shirley Jaster	Assistant City Manager	
		11/18/2015 10:41 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
		11/18/2015 10:44 AM		
City Manager	John Whitson	City Manager Review	Completed	11/19/2015
City Council	Vicky Coopwood	Meeting	Pending	11/23/2015

Meeting History



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

5706916

Previous Enrollment number
(Reseller to complete)

Framework ID
(if applicable)

--

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Texarkana TX

Contact name* First Jeff **Last** Luckett

Contact email address* luckett@txkusa.org

Street address* 2411 SummerHill Rd.

City* Texarkana

State/Province* TX

Postal code* 75501-3570

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 903.792.8855

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* USA

Contact name*

Phone* 888 764 8888

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* _____
Printed title* _____
Date* _____

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. ***Financing elections.***

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft Volume Licensing		
Discount Transparency Disclosure Form		
Program:	Enterprise 6	
Enrollment Number:	Renewal	
Quote Number:	0399266.003	
Reseller Name:	SHI International Corp.	
Reseller Address:	290 Davidson Ave Somerset, NJ, United States, 08873	
Discount Details		
Enrolled Affiliate will order the Products identified in the table below. The List Price is the Estimated Retail Price (ERP) per unit for such Products. Resellers pay a net price per unit that is lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the Discount column in the table below. The discount would be lower if it were a percentage of ERP because ERP is higher than net price. Reseller may receive other or additional compensation from Microsoft (e.g., incentives or rebates). Enrolled Affiliate's actual price will be established by a separate agreement between Enrolled Affiliate and its Reseller.		
For Ordered Products		
Currency	Total Aggregated ERP Price	Aggregated % Discount to Partner Net Pricing
US Dollar	198,753	1.18
Discount Transparency Compliance Notes		
Note 1: This form must be attached to signature form to be valid.		

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0399266.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	211	292	0.7	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E1 USL	132
Office 365 Plan E3 USL	160
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	292
Windows Desktop	
Windows Enterprise OS Upgrade	211

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	160	292	0	211

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.	
Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name

City of Texarkana TX

Customer Representative Signature

Customer Printed Name and Title

Date



Program Signature Form

MBA/MBSA number

Agreement number

01E73535

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0399266.003_PSF
Discount Transparency Disclosure Form	0399266.003_DTDF
Amendment	000-frmulkey-s-316
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Texarkana TX Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* _____ Printed Title _____ Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Amendment to Contract Documents

Enrollment Number
Microsoft to Complete

000-frmulkey-s-316

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment (Indirect) US Government Community Cloud Amendment ID M306

This amendment ("Amendment") is entered into between the parties on the attached program signature form. It amends the Enrollment identified above. All terms used but not defined in this Amendment will have the same meanings provided in the Enrollment.

The parties agree that the Enrollment is amended as follows:

1. Section 1 ("Definitions") of the Enrollment is hereby amended by adding the following:

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product List.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights," means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that

accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Use Rights. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. The following sentence is added to the end of Section 6(d) of the Enrollment ("Termination for cause"):

In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise fails to meet and maintain the conditions of membership in the definition of Community.

3. The following new Section 7 is hereby added to the Enrollment:

7. Government Community Cloud

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Amendment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- e. Notwithstanding the Data Processing Terms section of the Online Services Terms, Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Microsoft Azure Trust Center describes the control standards and frameworks with which Azure Government Services comply.

Except for changes made by this Amendment, the Enrollment identified above remains unchanged and in full force and effect. If there is a conflict between any provision in this Amendment and any provision in the Enrollment identified above, this Amendment shall control.

Enterprise Enrollment (Indirect)

Invoice for Quoted Price

Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Online Services subscriptions for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

EAEnrAmend(Indirect)(USGovCloud)(US)(ENG)(Apr2015)	M306	B
EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(June2015)	M97	B



Pricing Proposal
 Quotation #: 10572719
 Created On: 11/6/2015
 Valid Until: 11/30/2015

City of Texarkana TX

JEFF LUCKETT

PO BOX 2008
 TEXARKANA, TX 75504
 UNITED STATES
 Phone: (903) 798-3830
 Fax:
 Email: Luckett@txkusa.org;

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ECALBrdgO365FSA Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12436	292	\$31.20	\$9,110.40
2 Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758 Note: 13.6/14.00	160	\$168.00	\$26,880.00
3 O365PE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R7-00002-gov	132	\$73.20	\$9,662.40
4 WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	1	\$143.20	\$143.20
5 WINENT ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353 Note: Increased by 16 after True Up	211	\$35.40	\$7,469.40
Total			\$53,265.40

Additional Comments

The pricing on this quote is based on the current contract pricing structure for DIR-SDD-2503.

Thank You

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Attachment: City of Texarkana Enterprise Agreement Exhibit B (1407 : 2015-134 RES Microsoft Software License Agreement Purchase)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests software licenses for the computer systems of Texarkana, Texas; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit “A”**; and

WHEREAS, the City of Texarkana, Texas, has received a proposed Microsoft Enterprise Agreement from SHI Government Solutions of Austin, TX for Microsoft licensing, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the proposed agreement from SHI Government Solutions of Austin, TX for the Enterprise Agreement, is for a proposed term of three (3) years, and will be paid in annual payments of an amount not to exceed FIFTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE AND 40/100 DOLLARS (\$53,265.40) per year for a total cost not to exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20) in a three-year term; and

WHEREAS, the funds for the first year payment have been appropriated in the City’s Technology Fund, account number 115-0000-55820; and funds for future payments are anticipated to be appropriated in the same fund.

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

SECTION 1: That the City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, TX for software licensing, over a three (3) year period, that will be at an amount not to exceed FIFTY-THREE THOUSAND TWO

HUNDRED SIXTY-FIVE AND 40/100 DOLLARS (\$53,265.40) per year for a total cost not to exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RESOLUTION NO. 2015-134

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests software licenses for the computer systems of Texarkana, Texas; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit "A"**; and

WHEREAS, the City of Texarkana, Texas, has received a proposed Microsoft Enterprise Agreement from SHI Government Solutions of Austin, TX for Microsoft licensing, a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, the proposed agreement from SHI Government Solutions of Austin, TX for the Enterprise Agreement, is for a proposed term of three (3) years, and will be paid in annual payments of an amount not to exceed FIFTY-THREE THOUSAND TWO HUNDRED SIXTY-FIVE AND 40/100 DOLLARS (\$53,265.40) per year for a total cost not to exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20) in a three-year term; and

WHEREAS, the funds for the first year payment have been appropriated in the City's Technology Fund, account number 115-0000-55820; and funds for future payments are anticipated to be appropriated in the same fund.

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

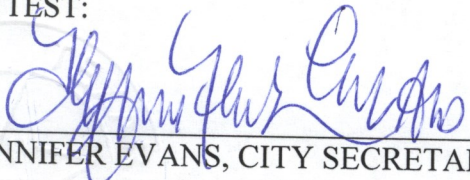
SECTION 1: That the City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, TX for software licensing, over a three (3) year period, that will be at an amount not to exceed FIFTY-THREE THOUSAND TWO

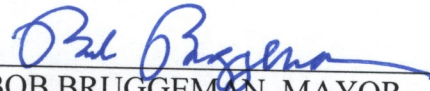
HUNDRED SIXTY-FIVE AND 40/100 DOLLARS (\$53,265.40) per year for a total cost not to exceed ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED NINETY-SIX AND 20/100 DOLLARS (\$159,796.20).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:17 p.m.

"EXH A"

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0399266.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	211	292	0.7	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E1 USL	132
Office 365 Plan E3 USL	160
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	292
Windows Desktop	
Windows Enterprise OS Upgrade	211

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	160	292	0	211

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.	
Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	



Pricing Proposal
 Quotation #: 10572719
 Created On: 11/6/2015
 Valid Until: 11/30/2015

City of Texarkana TX

JEFF LUCKETT

PO BOX 2008
 TEXARKANA, TX 75504
 UNITED STATES
 Phone: (903) 798-3830
 Fax:
 Email: Luckett@txkusa.org;

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ECALBrdgO365FSA Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12436	292	\$31.20	\$9,110.40
2 Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758 Note: 13.6/14.00	160	\$168.00	\$26,880.00
3 O365PE1FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 7R7-00002-gov	132	\$73.20	\$9,662.40
4 WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	1	\$143.20	\$143.20
5 WINENT ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353 Note: Increased by 16 after True Up	211	\$35.40	\$7,469.40
Total			\$53,265.40

Additional Comments

The pricing on this quote is based on the current contract pricing structure for DIR-SDD-2503.

Thank You

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

City of Texarkana, Texas

Version: D

Update Date: 12/11/2015 4:08 PM

Briefing Sheet

Lead Department: Information Technology **Action Officer:** Jeff Luckett, Supervisor
Resolution No. 2015-136 authorizing the City Manager to accept an enterprise agreement proposal from SHI Government Solutions of Austin, Texas for Microsoft licenses and to negotiate a final enterprise agreement at a total cost over a three-year period not to exceed ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) with the Texarkana Texas Water Utilities portion not to exceed SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94).

Subject: **Public** **Second** **Council**
Briefing: 12/14/2015 **Hearing:** **Briefing:** **Vote:** 12/14/2015

Item ScheduleSchedule 3: No briefing required (one week)**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

The City's IT Department has developed a license management system to assist in the purchase and maintenance of the software licenses for Microsoft's suite of productivity and operating system software. The Microsoft Enterprise Agreement is a three year maintenance agreement for existing Microsoft software with upgrade rights.

Fiscal Implications:

Funds are included in the fiscal year 2016 budget for the first of three payment years . The source of funding is the Technology Fund. Payments for the remaining two years of this agreement are anticipated to be budgeted from the same fund in future years. The Texas portion of the expenditure will be \$21,486.98 in 2016.

Staff Recommendation:

IT recommends approval

Attachments

- a. Exhibit B (PDF)
- b. BLANK (W29)EAEnrAmend(Ind)(Sub250)(NA)(ENG)(Apr2015)v2(CR) (DOCX)
- c. City of Texarkana Water Util signature (DOCX)
- d. City of Texarkana Water Util enrollment (DOCX)
- e. City of Texarkana Water Util_en-US_DTF_0396984_00 (PDF)
- f. Exhibit A (PDF)
- g. City of Texarkana Water Util revision auth (DOCX)
- h. Goals & Perspectives (DOCX)

City of Texarkana, Texas

- i. 2015-136 RES TWU Microsoft Enterprise Agreement (DOCX)
- j. 2015-136 RES TWU Microsoft Enterprise Agreement signed (PDF)

Staff Coordination

Information Technology	Completed	Bobby Bean	Department Head Review	
		12/03/2015 8:24 AM		
Water Utilities	JD Phillips	Review	Completed	12/10/2015
2:46 PM				
Water Utilities	Jim Cornelius	Review	Completed	12/10/2015
2:58 PM				
Finance Department	Charlie Bassett	Finance Review	Completed	12/11/2015
2:57 PM				
Assistant City Manager		John Whitson	Assistant City Manager	
Review	Skipped	12/11/2015 3:21 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	12/11/2015 3:25 PM			
City Manager	John Whitson	City Manager Review	Completed	12/11/2015
3:25 PM				
City Council	Vicky Coopwood	Meeting	Pending	11/23/2015
6:00 PM				

Meeting History



Pricing Proposal
 Quotation #: 10556911
 Created On: 11/4/2015
 Valid Until: 11/27/2015

City of Texarkana TX

Jeff Luckett

801 WOOD STREET
 TEXARKANA WATER UTILITIES
 Texarkana, TX 75501
 United States
 Phone: (903) 798-3830
 Fax:
 Email: luckett@txkusa.org

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ECALBrdgO365FSA Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12436	108	\$31.20	\$3,369.60
2 Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758 Note: 13.6/14.00	96	\$168.00	\$16,128.00
3 Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842	12	\$205.20	\$2,462.40
4 WINENT ALNG SA MVL Pltfm Microsoft - Part#: KV3-00353	96	\$38.70	\$3,715.20
5 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292	4	\$579.10	\$2,316.40
6 WinSvrDataCtr ALNG SA MVL 2Proc Microsoft - Part#: P71-07282	2	\$994.50	\$1,989.00
7 WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	29	\$143.20	\$4,152.80
Subtotal			\$34,133.40
Shipping			\$0.00
Total			\$34,133.40

Additional Comments

DIR-SDD-2503

Microsoft EA 8844695 renewal - Water Utilities

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail

Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract N
please contact an SHI-GS Sales Representative at 800-870-6079.

5.4.a

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Attachment: Exhibit B (1411 : 2015-136 RES TWU Microsoft Enterprise Agreement)



<Choose Enrollment>

Sub 250 Program

Amendment ID W29

Enrollment Number
Microsoft to complete for initial term
Partner to complete for renewal

Proposal ID

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 250 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:

a. Minimum Order Requirements. Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.

(i) Initial Order. Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.

(ii) If choosing Enterprise Products. If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.

(iii) Additional Products. Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.

(iv) Country of Usage. Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.

☐

By checking the above box, a new section is added to the Enrollment entitled "Software Assurance addition."

Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.





Program Signature Form

MBA/MBSA number

Agreement number

01E73535

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-12057
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	0396984.002_PSF
Discount Transparency Disclosure Form	0396984.002_DTDF
Amendment	W29 (new)
Document Description	Document Number or Code
Document Description	Document Number or Code

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Texarkana, AR & City of Texarkana, TX d/b/a Texarkana Water Utilities
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____
Tax ID _____

* indicates required field

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name _____ Printed Title _____ Signature Date _____ (date Microsoft Affiliate countersigns)
Agreement Effective Date _____ (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name* _____
Printed Title _____
Signature Date* _____

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA



Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)

8844695

Framework ID
(if applicable)

--

Previous Enrollment number
(Reseller to complete)

8844695

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. **Order requirements.**

- a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.
- c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. **Adding Products.**
 - (i) **Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.
 - (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. True-up requirements. Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) Enterprise Products. For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) Additional Products. For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) Online Services. For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) Subscription License reductions. Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
- 2)** For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
- 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) Update statement. An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) True-up order period. The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

- 1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and
- 2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

- (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
- (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. **Pricing.**

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. **Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) Software Assurance. If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) Online Services eligible for an Extended Term. For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) Extended Term. Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) Cancellation during Extended Term. If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) Subscription Licenses and Online Services not eligible for an Extended Term. If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Texarkana, AR & City of Texarkana, TX
d/b/a Texarkana Water Utilities

Contact name* First Jeff **Last** Luckett

Contact email address* jeffl@txkusa.org

Street address* 2411 Summerhill Road

City* Texarkana

State/Province* TX

Postal code* 75501-3570

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* USA

Phone* 903-798-3830

Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last

Contact email address*

Street address*

City*

State/Province*

Postal code* -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country*

Phone*

Language preference. Choose the language for notices. English

☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last

Contact email address*

Phone*

☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* USA

Contact name*

Phone* 888 764 8888

Contact email address*

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name* _____
Printed title* _____
Date* _____

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Microsoft | Volume Licensing

Discount Transparency Disclosure Form

Program: Enterprise 6
 Enrollment Number: Renewal
 Quote Number: 0396984.002
 Reseller Name: SHI International Corp.
 Reseller Address: 290 Davidson Ave
 Somerset, NJ, United States, 08873

Discount Details

Enrolled Affiliate will order the Products identified in the table below. The List Price is the Estimated Retail Price (ERP) per unit for such Products. Resellers pay a net price per unit that is lower than ERP. For this Enrollment, Microsoft provided Enrolled Affiliate's Reseller an additional discount off the Reseller's net price, and that additional discount is shown in the Discount column in the table below. The discount would be lower if it were a percentage of ERP because ERP is higher than net price. Reseller may receive other or additional compensation from Microsoft (e.g., incentives or rebates). Enrolled Affiliate's actual price will be established by a separate agreement between Enrolled Affiliate and its Reseller.

For Ordered Products

Currency	Total Aggregated ERP Price	Aggregated % Discount to Partner Net Pricing
US Dollar	127,752	0.81

Discount Transparency Compliance Notes

Note 1: This form must be attached to signature form to be valid.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0396984.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	96	108	0.9	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	96
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	108
Windows Desktop	
Windows Enterprise OS Upgrade	96
Office 365 GOV E3	12

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	108	108	0	96

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

Note 4: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.

Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.



Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name

City of Texarkana, AR & City of Texarkana, TX d/b/a Texarkana Water Utilities

Customer Representative Signature

Customer Printed Name and Title

Date

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) WITH THE TEXARKANA TEXAS WATER UTILITIES PORTION NOT TO EXCEED SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the IT Division of TWU budgets and requests software licenses for the computer systems of the Texarkana Water Utilities; and

WHEREAS, utilizing an Enterprise Agreement to purchase these licenses will allow for software consistency across departments; and

WHEREAS, the execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses; and

WHEREAS, the type and number of licenses to be acquired through this purchase agreement is shown on the attached document marked as **Exhibit “A”**; and

WHEREAS, Texarkana Water Utilities, has received a proposed Microsoft Enterprise Agreement from SHI Government Solutions of Austin, TX for Microsoft licensing, a copy of which is attached hereto as **Exhibit “B”**; and

WHEREAS, the proposed agreement from SHI Government Solutions of Austin, TX for the Enterprise Agreement, is for a proposed term of three (3) years, and will be paid in annual payments of an amount not to exceed THIRTY-FOUR THOUSAND ONE HUNDRED THIRTY-THREE AND 40/100 DOLLARS (\$34,133.40) with the Texarkana Texas Water Utilities portion not to exceed TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-SIX AND 98/100 DOLLARD (\$21,486.98) per year for a total cost not to exceed ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) with the Texarkana Texas Water Utilities portion not to exceed SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94) in a three-year term; and

WHEREAS, the funds for the first year payment have been appropriated in the Texarkana Water Utilities Technology Fund; and funds for future payments are anticipated to be appropriated in the same fund.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF

TEXARKANA, TEXAS:

SECTION 1: That the City Manager be and is hereby authorized to execute an Enterprise Agreement with SHI Government Solutions of Austin, TX for software licensing, over a three (3) year period, that will be at an amount not to exceed THIRTY-FOUR THOUSAND ONE HUNDRED THIRTY-THREE AND 40/100 DOLLARS (\$34,133.40) with the Texarkana Texas Water Utilities portion not to exceed TWENTY-ONE THOUSAND FOUR HUNDRED EIGHTY-SIX AND 98/100 DOLLARS (\$21,486.98) per year for a total cost not to exceed ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) with the Texarkana Texas Water Utilities portion not to exceed SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94).

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RESOLUTION NO. 2015-136

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT AN ENTERPRISE AGREEMENT PROPOSAL FROM SHI GOVERNMENT SOLUTIONS OF AUSTIN, TEXAS FOR MICROSOFT LICENSES, AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE A FINAL ENTERPRISE AGREEMENT AT A TOTAL COST OVER A THREE-YEAR PERIOD NOT TO EXCEED ONE HUNDRED TWO THOUSAND FOUR HUNDRED AND 20/100 DOLLARS (\$102,400.20) WITH THE TEXARKANA TEXAS WATER UTILITIES PORTION NOT TO EXCEED SIXTY-FOUR THOUSAND FOUR HUNDRED SIXTY AND 94/100 DOLLARS (\$64,460.94); AND ESTABLISHING AN EFFECTIVE DATE.

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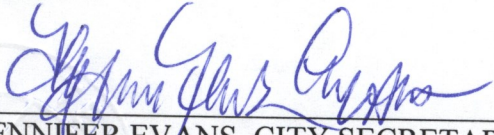
TEXARKANA, TEXAS:

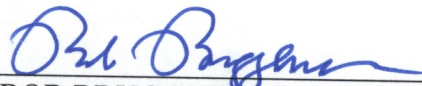
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SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:17 p.m.

:EXH B"



Pricing Proposal
 Quotation #: 10556911
 Created On: 11/4/2015
 Valid Until: 11/27/2015

City of Texarkana TX

Jeff Luckett

801 WOOD STREET
 TEXARKANA WATER UTILITIES
 Texarkana, TX 75501
 United States
 Phone: (903) 798-3830
 Fax:
 Email: luckett@txkusa.org

Account Representative

Kerri Fitzmorris

1301 South Mo-Pac Expressway
 Suite 375
 Austin, TX 78746
 Texas@shi.com*
 Phone: 1-800-870-6079
 Fax: 512-732-0232
 Email: Kerri_Fitzmorris@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 ECALBrdgO365FSA Alng MonthlySub Platform Per User Microsoft - Part#: AAA-12436	108	\$31.20	\$3,369.60
2 Off365PlanE3FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10758 Note: 13.6/14.00	96	\$168.00	\$16,128.00
3 Off365PE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842	12	\$205.20	\$2,462.40
4 WINENT ALNG SA MVL Pltfrm Microsoft - Part#: KV3-00353	96	\$38.70	\$3,715.20
5 SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292	4	\$579.10	\$2,316.40
6 WinSvrDataCtr ALNG SA MVL 2Proc Microsoft - Part#: P71-07282	2	\$994.50	\$1,989.00
7 WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	29	\$143.20	\$4,152.80
Subtotal			\$34,133.40
Shipping			\$0.00
Total			\$34,133.40

Additional Comments

DIR-SDD-2503

Microsoft EA 8844695 renewal - Water Utilities

Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail

Attachment: 2015-136 RES TWU Microsoft Enterprise Agreement signed (1411 : 2015-136 RES TWU Microsoft Enterprise Agreement)

Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0396984.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	96	108	0.9	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	96
Client Access License (CAL)	
Enterprise CAL	
ECAL Bridge for Office 365 From SA	108
Windows Desktop	
Windows Enterprise OS Upgrade	96
Office 365 GOV E3	12

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Office 365 (Plans E1, E3 and E4) + Enterprise Cloud Suite USL	Client Access License + Windows Intune + EMS USL + Enterprise Cloud Suite USL	Win Enterprise Upgrade + Win VDA + Win SA per User USL + Win VDA per User USL + Enterprise Cloud Suite USL
Quantity	108	108	0	96

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See the Product List for details.

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Note 5: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

City of Texarkana, Texas

Version:

Update Date: 10/15/2015 2:58 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2015-118 changing the City's General Election May uniform date to the November uniform date.
Briefing: 12/14/2015 **Public Hearing:** 11/9/2015 **Second Briefing:** November 23, 2015 **Council Vote:** 12/14/2015

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

During the 84th Texas Legislature two bills were enacted and became law that affect or potentially affect municipal elections. HB 2354 amended Texas Election Code §41.001(a) setting municipal elections for the first Saturday in May each year. SB 733 amended Texas Election Code §41.0052(a) which provides the authority for municipalities to change their municipal election from the May uniform election date to the November uniform election dated, provided, however the city council adopts the appropriate resolution prior to December 31, 2016.

Year	Election Month	Ballots Cast
2005	May	1,007
2006	May	4,850
2007	May	1,259
2008	May	2,276
2009	May	84
2010	May	883
2011*	May	4,813
2012	May	3,045
2014*	November	7,478

During the last ten years voters have cast 84 to 7,478 ballots in Texarkana municipal elections. In 2014 the election concerning Beer and Wine Sales and Charter Amendments was conducted in concert with the state and county elections administered by the county elections office. Both the 2011 and 2014 elections had charter and alcohol questions presented to the voters. The highest voter participation of all nine elections was during the 2014 election at 7,478 ballots or 155% of the number of ballots cast in 2011.

Staff has coordinated with the county elections office and determined that the county is agreeable to conducting joint elections in November each year. Selecting November as the uniform election date

City of Texarkana, Texas

for Texarkana will permit the city to use the county's resources for its municipal elections. Trained and qualified poll volunteers are in great demand by all the voting jurisdictions, especially when schools, cities, and the county conduct simultaneous elections. Whenever the city conducts its own election the county provides support services such as registered voter rolls and voting equipment as needed.

Potential Options:

- Adopt the recommended resolution changing municipal elections to November
- Deny the recommended resolution thus changing the municipal election from the 2nd Saturday in May to the 1st Saturday in May in compliance with the State Elections Code as amended by the 84th Legislature.

Fiscal Implications:

Annual election cost will be determined by agreement with the county. Each election will likely cost approximately \$10,000.

Staff Recommendation:

Adopt the resolution as presented

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2015-118 RES Changing General Election from May to November (jcl rev) (DOC)
- b. 2015-118 RES Goals & Perspectives (DOCX)
- c. 2015-118 RES Changing General Election from May to November (jcl rev).doc signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	10/15/2015 2:58 PM			
City Attorney	Jeffery C. Lewis	Review	Completed	10/15/2015
	5:12 PM			
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	10/19/2015 11:26 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	10/19/2015 11:37 AM			
City Manager	John Whitson	City Manager Review	Completed	10/22/2015
	4:12 PM			
City Council	Jennifer Evans	Meeting	Completed	10/26/2015
	6:00 PM			

City of Texarkana, Texas

Meeting History

10/26/15	City Council	MOVED FORWARD	Next: 11/09/15
11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

RESOLUTION NO. 2015 - 118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CHANGING THE GENERAL ELECTION DATE FOR MEMBERS OF THE CITY COUNCIL FROM THE MAY UNIFORM ELECTION DATE TO THE NOVEMBER UNIFORM ELECTION DATE AS AUTHORIZED BY TEXAS ELECTION CODE §41.0052(a); PROVIDING FOR TERMS OF OFFICE OF CITY COUNCIL MEMBERS TO BE ADJUSTED ACCORDINGLY; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the 82nd Texas Legislature implemented the federal MOVE act in 2011 with the passage of Senate Bill 100, which overlaid the period between the state's primary and primary runoff election upon the most commonly-used uniform election date for the municipal general elections, which is the second Saturday in May; and

WHEREAS, many counties in Texas have concluded that, in even-numbered years (the years in which the state's primary and primary runoff elections are held), they will be unable to provide to their cities – through sharing, lease, or other means – the electronic voting machines that are required by federal law and state laws expanding the federal requirements to any state election; and

WHEREAS, in previously held municipal elections, staff found it difficult to secure the needed personnel in positions as election judges, alternate election judges, and election clerks to volunteer and work in designated polling locations when the City's general election is also held at the same time of other political subdivisions' general elections; and

WHEREAS, the 84th Texas Legislature enacted House Bill 2354, amending Texas Election Code §41.001(a), Uniform Election Dates, to provide that the general or special election date scheduled for the month of May, 2016, be changed from the second Saturday in May to the first Saturday in May; and

WHEREAS, the City of Texarkana, Texas (the "City"), a home-rule municipality under Texas law, currently will hold its general election on the uniform election date on the first Saturday in May, 2016; and

WHEREAS, the 84th Texas Legislature enacted Senate Bill 733, amending Texas Election Code §41.0052(a), authorizing a city, by resolution, to change the date that the City holds its general election for municipal officers from the May uniform election date to the November uniform election date; and

WHEREAS, the City Charter, Article II §2(a), specifies that a term of office of a Councilmember begins on "the first weekday in May following the regular City election...", and Texas Election Code §41.0052(c) provides that a resolution of a home-rule city which

implements the change from the May uniform election date to the November uniform election date as authorized by Texas Election Code §41.0052(a) supersedes a city charter provision that requires a different general election date; and

WHEREAS, pursuant to Texas Election Code §41.0052(a) and other statutory and state constitutional provisions, the City is – through the adoption of this resolution – making best efforts to modify its election procedures to comply with this code and other federal and state laws; and

WHEREAS, the City Council believes it is to the advantage of the citizens, the City, and the pursuit of democracy to pass such a resolution; and

WHEREAS, cities that adopt a resolution pursuant to Texas Election Code §41.0052(a) are required to adjust the terms of office to conform to the new election date as outlined in Texas Election Code §41.0052(b);

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

SECTION 1: That the City Council, in accordance with Texas Election Code §41.0052(a), changes the City’s general election from the May uniform election date to the November uniform election date established by law. The City Council hereby adjusts the terms of office to conform to the November uniform election date as follows:

The terms of City Council Members elected to Mayor and Wards 1, 4, and 6, which currently expire in May 2016, shall be extended until the November 2016 uniform election date. The terms of City Council Members elected to Wards 2, 3, and 5, which currently expire in May 2017, shall be extended to the November 2017 uniform election date.

Thereafter, in accordance with Article II, Section 2(a) of the City Charter, each ward Councilmember and the Mayor shall serve for a two-year term, which term shall begin on the first weekday in November following the regular City election in which the ward Councilmember or Mayor was elected.

SECTION 2: It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551, Texas Government Code.

SECTION 3: Should any section or part of this Resolution be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair, or invalidate the remaining portion or portions hereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this Resolution are declared to be severable.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015 - 118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, CHANGING THE GENERAL ELECTION DATE FOR MEMBERS OF THE CITY COUNCIL FROM THE MAY UNIFORM ELECTION DATE TO THE NOVEMBER UNIFORM ELECTION DATE AS AUTHORIZED BY TEXAS ELECTION CODE §41.0052(a); PROVIDING FOR TERMS OF OFFICE OF CITY COUNCIL MEMBERS TO BE ADJUSTED ACCORDINGLY; PROVIDING A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

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implements the change from the May uniform election date to the November uniform election date as authorized by Texas Election Code §41.0052(a) supersedes a city charter provision that requires a different general election date; and

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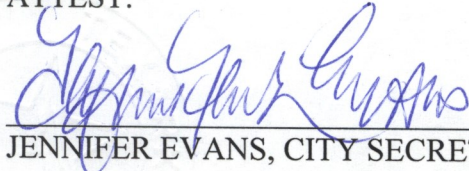
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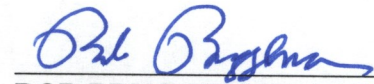
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SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:18 p.m.

City of Texarkana, Texas

Version: G

Update Date: 12/18/2015 3:33 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Resolution No. 2015-138 naming the existing pedestrian trail along Galleria Oaks Drive from Cowhorn Creek Road to Robin Lane as "Watts Trail".
Briefing: 1/11/2016 **Public Hearing:** 1/11/2016 **Second Briefing:** 1/11/2016 **Council Vote:** 1/25/2016

Item Schedule

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

Updates/History of Briefing:

At the first briefing the requestor and City Council chose Option 2 as the choice for the location of the proposed Watts Trail. The staff has changed the proposed resolution 138-2015 to Option 2. If approved, Watts Trail will be officially named along Galleria Oaks Drive from Cowhorn Creek Road to Robin Lane and signs that match existing Sister Damian Trail will be placed at the beginning and end of the trail.

Executive Summary and Background Information:

The Mayor and City Council received a letter from Marilyn Basye Markham requesting on behalf of the members and descendants of the Watts family that the pedestrian trail built along the "old Watts Lane" now known as Galleria Oaks Drive from Cowhorn Creek Road to Arista Boulevard be named "Watts Trail" to recognize and honor this pioneer family of Texarkana. (copy of the letter attached above)

Several years ago a section of this pedestrian trail along Galleria Oaks Drive from Summerhill Road to Cowhorn Creek Road was named in honor of Sister Damian, with Christus Health Care.

Parts of the proposed request are sidewalk and not an asphalt paved trail, and another section does not currently have a pedestrian walkway.

Therefore, the Council may want to consider naming only the asphalt trail section from Cowhorn Creek Road to Robin Lane as "Watts Trail".

Potential Options:

Approve or deny naming the trail to Watts Trail from:

Option 1:

Cowhorn Creek Road to Arista Blvd.

Option 2:

Cowhorn Creek Road to Robin Lane,

Option 3:

Cowhorn Creek Road to Richmond Road

City of Texarkana, Texas

Fiscal Implications:

If a sign is to be placed on the trail route there would be a cost to the City to construct and place the signs. Update: Signage to match the existing Sister Damian trail signage.

Staff Recommendation:

City does not have a policy for naming of facilities or infrastructure in honor of a person or family. This has been done in the past by Council consideration only.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

- a. 2015-138 RES Naming Watts Trail (DOC)
- b. 2015-138 RES ATTACH No. 1 Letter to Mayor and CC (PDF)
- c. 2015-138 RES ATTACH No. 2 Map (PDF)
- d. 2015-138 RES Naming Pedestrian Trail to Watts Trail signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	12/01/2015 10:58 AM	
Assistant City Manager	Jennifer Evans	Assistant City Manager
Review	12/02/2015 5:01 PM	
Public Information Officer	Lisa Thompson	PIO Review
12/10/2015 2:45 PM		Completed
City Manager	John Whitson	City Manager Review
2:47 PM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		12/14/2015

Meeting History

RESOLUTION NO. 2015-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE NAMING OF THE EXISTING PEDESTRIAN TRAIL ALONG GALLERIA OAKS DRIVE FROM COWHORN CREEK ROAD TO ROBIN LANE AS “WATTS TRAIL” IN RECOGNITION AND HONOR OF THE WATTS FAMILY BEING PIONEERS OF TEXAKANA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Mayor and City Council received a letter from Marilyn Basye Markham, descendent of the Watts family, requesting the naming of the pedestrian trail along Galleria Oaks Drive west of Cowhorn Creek Road to Robin Lane to “Watts Trail” in honor and recognition of the Watts family as pioneers of Texarkana; and

WHEREAS, the City Council has previously named trails, streets and ballfields in honor or recognition of citizens of Texarkana;

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

SECTION 1: That the section of the pedestrian trail existing along Galleria Oaks Drive from Cowhorn Creek Road to Arista Boulevard be named “Watts Trail” and authorizing the City to place signs, that match the existing Sister Damian trail signs, indicating the name of the trail.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 25th day of January, 2016.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2015-138 RES Naming Watts Trail [Revision 2] (1414 : 2015-138 RES naming Watts Trail)

January 8, 2012

City Council Members
City of Texarkana, Texas
West 3rd and Texas Blvd.
Texarkana, Texas 75501



Dear Members of the City Council,

Please accept my request, on behalf of the members and descendents of the Watts family, that the hike and bike trail to be built along the old Watts Lane from Cowhorn Creek Rd. to Arista Blvd. be named in honor of the Watts family to recognize and honor this pioneer family of Texarkana and its leadership and contributions toward building our city.

In 1837 Charles Moores and five of his sons came to this area from South Carolina to begin building a place for the family and in 1840 the rest of the family made the journey. One of the sons, Eli Harrison Moores, and his wife Minerva had the first daughter born of the settlers named Nannie Harrison Moores who married John Comer Watts.

Nannie and John Watts had eight children who made Texarkana their home and built their lives and families with honor and integrity. The daughters, Minerva, Nancy and Lizzie, married and raised their families here. One of their sons was my grandfather, David Moores Watts, a farmer, real estate developer and realtor who was very active in the civic affairs of Texarkana and served as a city councilman and county road commissioner. My uncle, Monroe Watts served as Bowie Count Sheriff. John Watts died in France in WWI. Eli M. Watts was a physician and Tom was a businessman.

The family farms included land in north Texarkana; the Moores Lane area to the Red River. My sister, Martha Smith, and I still have a home and 2 acres on Moores Lane that was in that original farm land.

Thank you for any consideration that you will give to this request.

Yours truly,

Marilyn Basye Markham

Marilyn Basye Markham

737 Willow Ridge Drive
San Marcos, Texas 78666

FORMER
ADDRESS

Attachment: 2015-138 RES ATTACH No. 1 Letter to Mayor and CC (1414 : 2015-138 RES naming Watts Trail)

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City Council Members
City of Texarkana, Texas
West 3rd and Texas Blvd.
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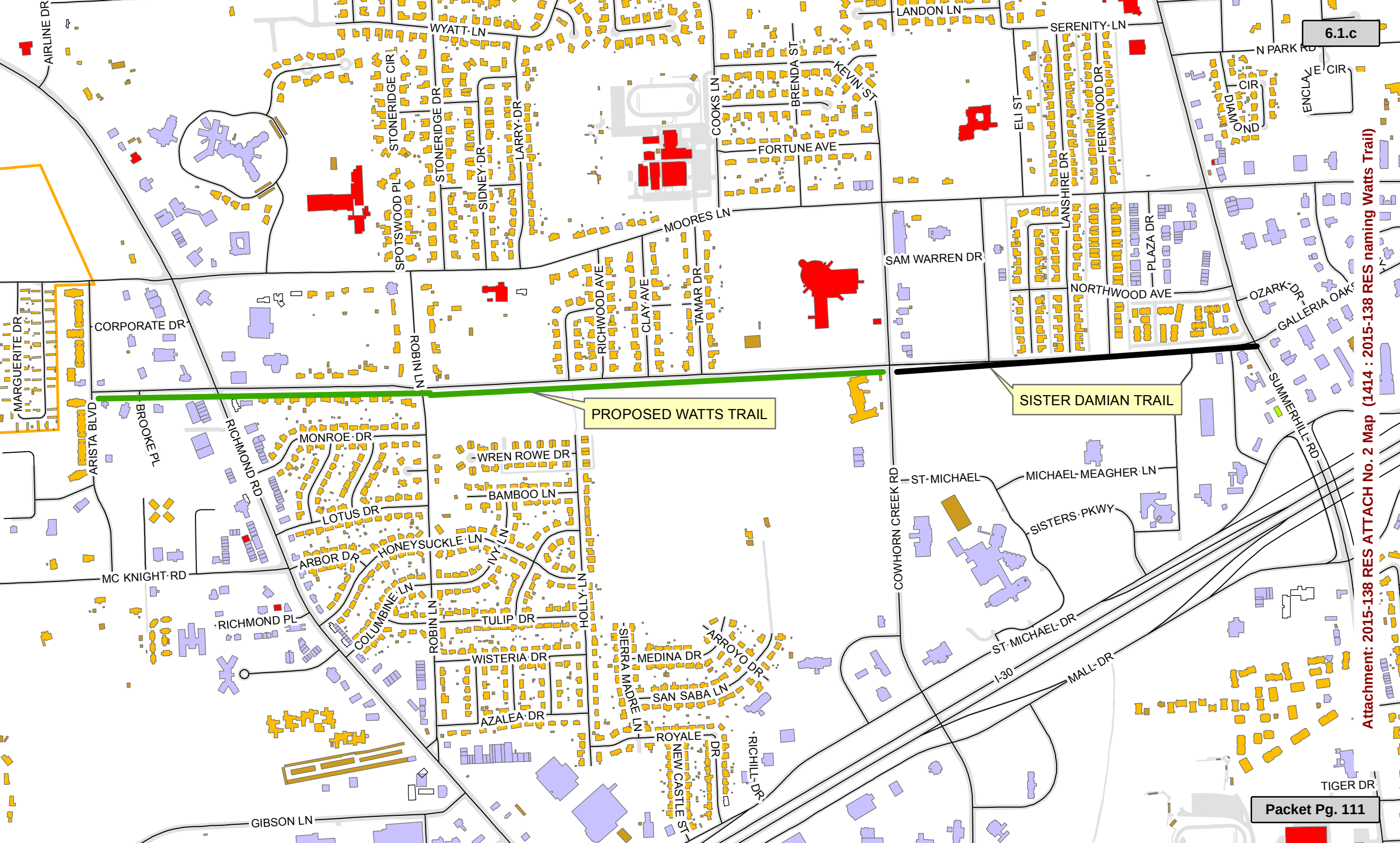
Marilyn Basye Markham

Marilyn Basye Markham

737 Willow Ridge Drive
San Marcos, Texas 78666

FORMER
ADDRESS

Attachment: 2015-138 RES ATTACH No. 1 Letter to Mayor and CC (1414 : 2015-138 RES naming Watts Trail)



RESOLUTION NO. 2015-138

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE NAMING OF THE EXISTING PEDESTRIAN TRAIL ALONG GALLERIA OAKS DRIVE FROM COWHORN CREEK ROAD TO ROBIN LANE AS "WATTS TRAIL" IN RECOGNITION AND HONOR OF THE WATTS FAMILY BEING PIONEERS OF TEXARKANA; AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, the City Council has previously named trails, streets and ballfields in honor or recognition of citizens of Texarkana;

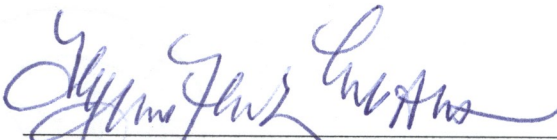
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SECTION 1: That the section of the pedestrian trail existing along Galleria Oaks Drive from Cowhorn Creek Road to Arista Boulevard be named "Watts Trail" and authorizing the City to place signs, that match the existing Sister Damian trail signs, indicating the name of the trail.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 11th day of January, 2016.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:35 p.m.

Attachment: 2015-138 RES Naming Pedestrian Trail to Watts Trail signed (1414 : 2015-138 RES naming Watts Trail)

City of Texarkana, Texas

Version: F

Update Date: 12/11/2015 4:03 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** John Whitson, City Manager
Resolution No. 2015-140 finding and determining no valid basis supporting
claims made by Forest Point Apartment Homes of being overcharged for water
and sewer services; requiring Forest Point Apartment Homes to make full
payment; authorizing alternative short-term payment plans; directing
enforcement of Code provisions in the event Forest Point Apartment Homes
fails to make full payment of its account balance.

Subject:

Briefing: 1/25/2016 **Public Hearing:** 1/11/2016 **Second Briefing:** January 25, 2016 **Council Vote:** 2/8/2016

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Summary: The management of Forest Point Apartment Homes (FP) claims that TWU has overcharged for utility services for a very long time and requests refund of 24 to 36 thousand dollars. FP management has been short-paying the account monthly to prevent utilities shutoff. The account is currently in arrears by 30 thousand dollars. TWU staff has complied with city ordinances pertaining to notices of shutoff and collection of the money owed to the city. Additionally, TWU staff has attempted to consider the unintended consequences of utilities shutoff in relation to the residents of the complex being inadvertently impacted by the actions of the manager/owners of the complex, thus have not actually shutoff the utilities. The city staff has not been able to reach a solution with the manager/owner of the complex short of shutoff and has decided to bring the matter to the attention of the city council before pursuing additional legal action or executing the current utility shutoff order.

Report:

FP management bases their claim of overbilling upon noticing water usage increasing during a time of increased vacancy, conversations with TWU field staff that the meter was not working properly, water usage exceeding HUD guidelines, and usage per unit compared to other city complexes surveyed by the FP management staff.

Complex	Units	Pool	Year Built
Woodbridge	89	Yes	1977
Westridge	96	Yes	1984
Town North	100	No	1973
Forest Point	104	Yes	1975
Lakeridge	114	Yes	2003
Richmond Oaks	120	Yes	1974
Total Units	623		

The city staff reviewed and studied the five-year usage history of six complexes consisting of 623 apartment units. Over the five years FP was the highest per unit user in 2010, second lowest in 2012, and was slightly above average in 2011, 2013, and 2014.

City of Texarkana, Texas

Claim for overcharging may go back beyond 2010 but only the data for the last five years have been reviewed. The five years of data should provide ample evidence of TWU practices and procedures related to operating water meters and servicing customer accounts. The usage per unit findings do not support a claim for overbilling.

As to the claim that usage exceeds the HUD guidelines the city was unable to find a source where HUD has published a guideline for apartment dwellers water usage. Several on-line sites do provide information related to water usage related to certain activities common to households. Using these on-line applications the staff was able to project that a typical daily water usage of an apartment (mostly domestic water uses and no outdoor water usage) might be about 265 gallons. The monthly average therefore would be 7,950 gallons. For 104 apartments then maybe the Forest Point complex might use 790,833 gallons monthly or 9.5 million gallons annually (FP use in 2010 was 9.6 million, 2011 was 9.0 million, 2014 was 8.4 million, 2012 was 7.5 million, 2013 was 5.6 million, and so far in 2015 is 6.6 million).

Staff was able to find a HUD Utilities Guidebook for Public Housing Authorities wherein the national average for a 2.5 bedroom home would use 8,000 gallons monthly. It also provides adjustment factors of 0.7 for one bedroom, 0.9 for two bedroom and 1.1 for three bedroom homes. Thus the daily averages range from 187 gallons to 293 gallons. For comparison purposes the staff applied 200 gallons per day per unit and arrived at an expected usage of 7.6 million gallons annually or 632,667 gallons monthly for 104 apartment units at 6,083 gallons per unit monthly.

Over the five years reviewed Forest Point has averaged 5,812 gallons per unit monthly as compared to 7,604 gallons per unit monthly at 250 gallons per unit daily benchmark and 6,083 gallons per unit monthly at 200 gallons per unit daily benchmark. An average usage less than both the projectable 200 and 250 gallons per day per unit benchmarks.

The most concerning usage discovery is that between September 2012 and March 2014 the city under-metered the usage due to a failing meter. The meter failed as meters are anticipated to fail in that the gearing works become impaired by buildup of particulates causing the meter to under register the water usage, thus not charging the customer for the water used. In a city-wide water system the water rates are based on sales plus financial recovery of water losses. Water losses occur for a number of reasons including fire department support, leaks, line flushing, water line breaks, and expected meter failures. In more sophisticated systems central continuous monitoring by automated and remote reading telemetry software these type of meter failures are quickly detected permitting earlier investigation as to determining cause.

The meter was replaced in February 2015 and has monitored routinely to ensure that it is registering usage in high and low flow situations. The Neptune Compound Meter is designed to accurately measure flow at low and high flow rates. Usage during this time has resulted in an average daily use per unit of 204 gallons. Conservation efforts within the complex could account for the current usage level. The current arrears amount of the account is only associated with usage as metered by the current newly installed factory fresh and certified meter. Even with this current average per unit usage there is no evidence of over metering in the past which would also be contrary to the common and expected action of a failing or failed water meter.

The city code does not state that the customer has any right to short-pay any utility billing, even in protest or while contesting any part of or all of the bill. The code is also silent concerning any method for contesting any part or all of a monthly utility bill. The code provides for the customer to request a

City of Texarkana, Texas

reread of a water meter and can request that the meter be tested (customer pays for the test if the test shows the meter is accurately reading water usage). The Texarkana City Code concerning this matter is consistent with other city codes both in Texas and nationally.

Potential Options:

- Adopt the proposed resolution
- Adopt an Amended resolution
- Deny the resolution and provide for other means to move forward with this customer

Fiscal Implications:

Continuing to permit the customer to pay based on their estimate of water use will continue to cost the city about \$3,000 monthly (based on reaching an arrears amount of \$30,000 in about ten months), which is not permitted by city code. The only estimated usage permitted is an estimate prepared by TWU using a known three month average as stated in the city code.

Staff Recommendation:

Adopt the proposed resolution directing the customer to pay monthly as billed and to make payment of the arrears within 90 days or another payment plan as approved by the city manager.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2015-140 RES Directing Settlement of Utility Billing Dispute (DOC)
- b. 2015-140 ATTH 01 Presentation of Utility Billing at Forest Point Apartments (PDF)
- c. 2015-140 ATTH 02 Account Payment and Collection Record (PDF)
- d. 2015-140 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	12/06/2015 6:45 PM			
Finance Department	Charlie Bassett	Review	Completed	12/07/2015
8:30 AM				
City Attorney	Jeffery C. Lewis	Review	Completed	12/07/2015
2:13 PM				
Water Utilities	JD Phillips	Review	Completed	12/07/2015
2:47 PM				

City of Texarkana, Texas

Water Utilities	Jim Cornelius	Review	Completed	12/07/2015
3:31 PM				
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	12/07/2015 3:32 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	12/07/2015 3:51 PM			
City Manager	John Whitson	City Manager Review	Completed	12/10/2015
2:11 PM				
City Council	Jennifer Evans	Meeting	Completed	12/14/2015
6:00 PM				

Meeting History

RESOLUTION NO. 2015-140

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, FINDING AND DETERMINING THAT NO VALID BASIS EXISTS SUPPORTING THE CLAIMS THAT FOREST POINT APARTMENT HOMES HAS BEEN OVERCHARGED FOR WATER AND SEWER SERVICES, AND THAT FOREST POINT APARTMENT HOMES SHALL MAKE FULL PAYMENT OF ANY WATER AND SEWER SERVICE ACCOUNT BALANCE IN ARREARS; AUTHORIZING ALTERNATIVE SHORT-TERM PAYMENT PLANS; DIRECTING ENFORCEMENT OF CODE PROVISIONS IN THE EVENT FOREST POINT APARTMENT HOMES FAILS TO MAKE FULL PAYMENT OF ITS ACCOUNT BALANCE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, City Code Section 42-46 provides a means to estimate water usage when a meter fails to properly register water usage; and

WHEREAS, City Code Section 42-48 provides for a due date and place of payment based on the date of mailing of the monthly bill; and

WHEREAS, City Code Section 42-49 provides for assessing penalties when bills are not paid within 15 days following the due date; and

WHEREAS, City Code Section 42-50 provides for the water to be turned off if the bill is not paid within 30 days of the due date and the service will not be restored until the bill is paid in full including appropriate service charges and penalty; and

WHEREAS, City Code Section 42-51 (e) provides that service charges will be added to those accounts that are not paid by the due date and time specified on the customer's second notice regardless if the service is actually turned off or not before payment is received; and

WHEREAS, City Code Section 42-53 provides that all provisions of the article shall be deemed to be incorporated in every contract between the water and sewer systems and its customers, and each customer shall be charged with the knowledge of the provisions of the article and, by applying for and accepting water or sewer services from the water and sewer systems, the customer shall be deemed to have assented to the provisions of the article; and

WHEREAS, the customer, Forest Point Apartment Homes, claims to have been overcharged for water and sewer services; and

WHEREAS, the customer contends that a faulty water meter was being used by Texarkana Water Utilities, that water usage when compared to unit vacancy is not as predicted based on vacancies in the complex, that metered water exceeded an unspecified HUD guideline, and that metered water usage exceeded the average per unit usage of other complexes located in Texarkana; and

WHEREAS, City staff has reviewed the water usage of this complex and others in Texarkana having similar unit counts and built in the same decade, applying multiple benchmark water usage rates based on a HUD Guidebook for Public Housing Authorities and using other on-line projection models based on household water use activities, which ultimately do not support the customer's claims that usage exceeded expectations based on a standard or benchmark generally accepted by public authorities or experts in the field; and

WHEREAS, the customer's current water meter, installed in February 2015, has been monitored closely by trained personnel to ensure its proper operation, with the average per unit usage being determined to be approximately 204 gallons per day, and the customer has been billed according to these meter readings; and

WHEREAS, during this same time period the customer, claiming estimates of usage are more accurate than the meter readings, has short-paid the monthly bill, thus failing to meet the customer's contractual agreement with the City as provided by City Code Section 42-53; and

WHEREAS, the customer's short-pay history has now caused the account to be in arrears by \$30,258.66 as of November 29, 2015; and

WHEREAS, the City Council is of the opinion that no valid basis supports the customer's claims, the customer should make full payment of the account balance in arrears, a short-term payment plan should be extended, and that all City Code provisions shall be enforced, including shut-off of water service, in the event the customer fails to make full payment.

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

SECTION 1: The City Council finds and determines that no valid basis exists supporting the claims that Forest Point Apartment Homes has been overcharged for water and sewer services, and Forest Point Apartment Homes shall make full payment of any water and sewer service account balance in arrears.

SECTION 2: To facilitate Forest Point Apartment Homes making full payment of any account balance in arrears, the City Council authorizes the City Manager to extend (i) a payment plan without additional penalty or interest, and full payment must be made within 90 days following the effective date of this Resolution, and (ii) an alternate payment plan of a longer duration with penalty and interest as provided by City ordinances and Texas law, if full payment is not made and Forest Point Apartment Homes agrees to the alternate plan within 90 days following the effective date of this Resolution.

SECTION 3: Except as provided in Section 2 of this Resolution, the City staff shall carry out and enforce fully the policy decisions of the City Council as set forth in the provisions of the Code of Ordinances applicable to this matter, including Code provisions and procedures related to collection of an unpaid or outstanding balance and shut-off of utility service, in the event Forest Point Apartment Homes fails to make full payment of the account balance in arrears as of

the effective date of this Resolution, or breaches any agreement authorized under Section 2 of this Resolution, or fails to make timely payment in full on any water and sewer charges billed after the effective date of this Resolution.

SECTION 4: This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of February, 2016.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Forest Point Apartment Complex Utility Billing Dispute

Texarkana City Council Meeting
December 14, 2015

Customer is contesting water meter readings

- Customer suspects that:
 - The Water Meter Failed, or
 - Staff misread the meter, or
 - Staff erred in recording the readings
 - Resulting in overbilling to the customer

Typical Municipal Water System



- Most steps shown here are cost generators of the system

Typical Municipal Water System



- Most steps shown here are cost generators of the system
- The offsetting revenue generator is not shown

Typical Municipal Water System



- The Water Meter serves as the primary tool to register water sales

Water Meter



- The Water Meter serves as the primary tool to register water sales
- Critical to both the customer and the city

Water Meter



- The Water Meter serves as the primary tool to register water sales
- Critical to both the customer and the city

- Must use reliable equipment
- Properly maintained
- Trained personnel
- Strong city ordinances and business procedures

TRU/FLO COMPOUND METER

6.2.b

- Designed to register wide flow ranges where varying flow rates are typical.
- Combines the low-flow sensitivity of a disc-type meter with the high-flow capacity of turbine-type meter
- Hydraulic valve transfers flow smoothly between the disc section and the turbine section of the meter, minimizing the loss of accuracy in the crossover range



TRU/FLO COMPOUND METER

6.2.b

- Industry-leading flow ranges at 98.5% - 101.5% accuracy
- Direct coupling of rotor to gear train ensures accurate registration
- Unitized Measuring Element (UME) makes maintenance easier and faster with less downtime
- Calibration vane allows in-line service to extend life and ensure accurate registration



City Code in Summary

- Nothing in the code states that the customer has a right to short-pay any utility billing, even in protest or while contesting any part or all of the bill.
- The code is also silent concerning any method for contesting any part or all of a monthly utility bill.
 - That is, there is no stated method of appeal other than to request a reread or testing of the meter.

City Code

6.2.b

- 42-46 Failure of meter to register correctly
- Should any meter fail to register correctly the amount of water used by customers since the previous reading, the water and sewer systems shall have the right to determine the amount due by making a charge for the water based on an average of the basis of any three previous months.

City Code

- 42-48
- When bills due.
 - All bills for water and sewer services rendered by the city shall be due and payable for the date on which the same are mailed
- Place of payment.
 - Bills shall be paid at the water utility business office or at an authorized collection substation. Bills paid at any other location shall not be accepted and shall be considered unpaid until such time as the payment is received by the utility.

City Code

6.2.b

- 42-49 Failure to pay bill – Penalty added
 - If any bill for water and sewer service rendered by the city is not paid within 15 days after the same is mailed, a penalty of ten percent of the total amount of such bill shall be added thereto.

- 42-50 Same (Failure to pay bill) – Disconnecting service
 - In the event any bill for water and sewer service is not paid within 30 days from the date the same is mailed, the water supply to such customer shall be turned off and shall not be turned on again until all service charges, in addition to the amount of the bill and penalty, shall have been paid.

City Code

6.2.b

- 42-51 Service Charges
- (e) A service charge will be added to those accounts that are not paid by the due date and time specified on the customer's second notice. This service charge will be assessed whether or not service is actually physically turned off before payment is received.

City Code

6.2.b

- 42-51 Service Charges
- (g) A meter reread fee shall be charged for any customer-initiated reread if no problem is found with the initial meter reading. Nothing in this article shall be construed to prevent the utility from providing this service at no charge to any customer when a problem or perceived problem exists with a meter.

City Code

6.2.b

- 42-51 Service Charges
- (k) A tampering fee shall be charged to any customer whose service has been tampered with in the following manner: (1) A meter lock broken; (2) A meter lock removed; (3) A meter broken; (4) A meter stolen; (5) An unauthorized connection inserted; (6) Damage inside the meter box; or (7) Unauthorized service turn-on or water used.

City Code

6.2.b

- 42-53 – Article deemed part of contract with customer.
- All of the provisions of this article shall be deemed to be incorporated in every contract between the water and sewer systems and its customers, and each customer shall be charged with the knowledge of the provisions of this article and, by applying for and accepting water or sewer services from the water and sewer systems, the customer shall be deemed to have assented to the provisions hereof.

The customer states that they have been overcharged by TWU

- As of 26 FEB 15 believed to be overcharged by \$24 - \$36k since 2010 because:
 - Vacancy rate and water consumption increased simultaneously
 - TWU employees reportedly informed the customer that the water meter was not working properly
 - Metered water exceeds HUD Guidelines
 - Usage compared to other complexes

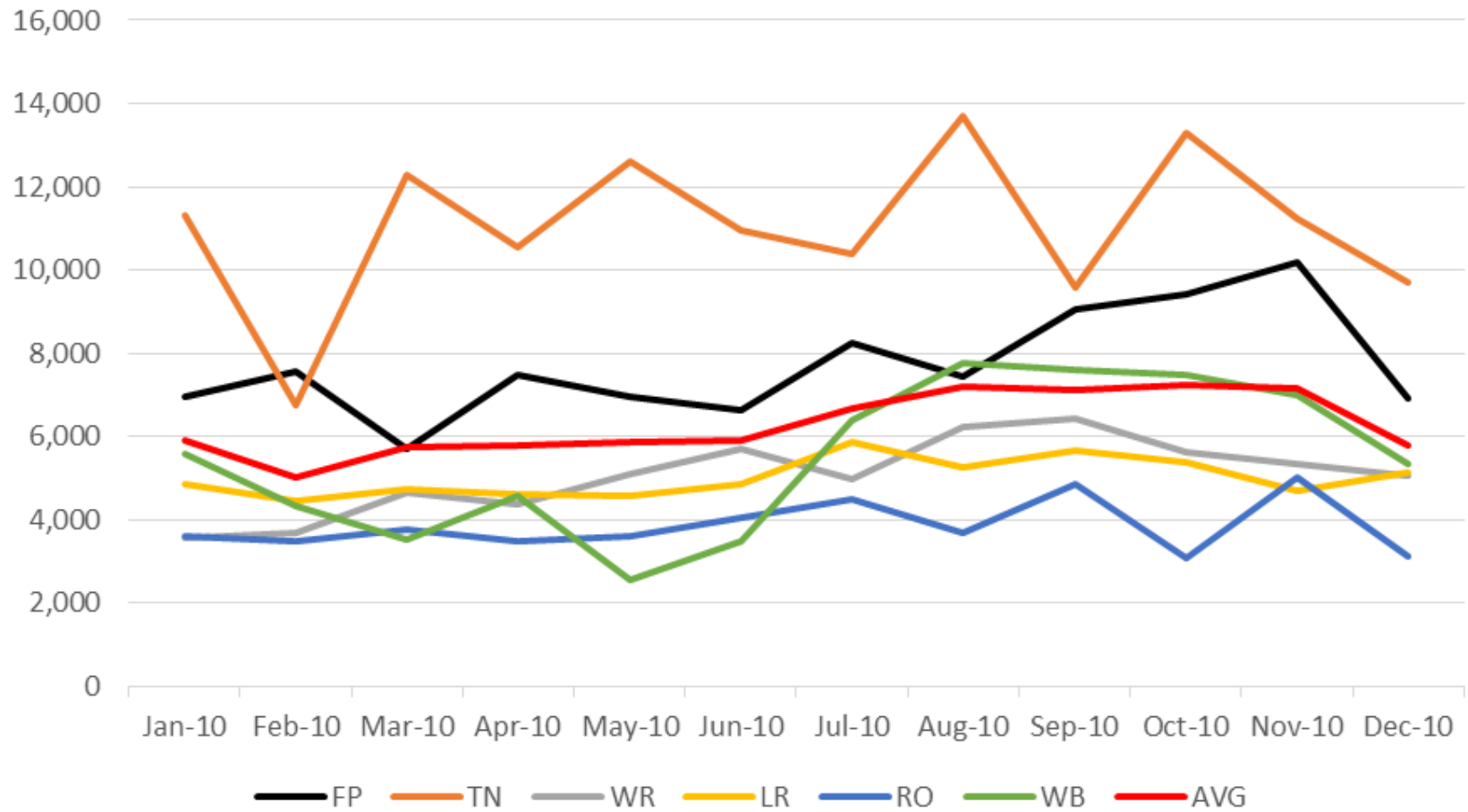
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 - Vacancy rate and water consumption increased simultaneously
 - TWU employees reportedly informed the customer that the water meter was not working properly
 - Metered water exceeds HUD Guidelines
 - ➔ ● Usage compared to other complexes

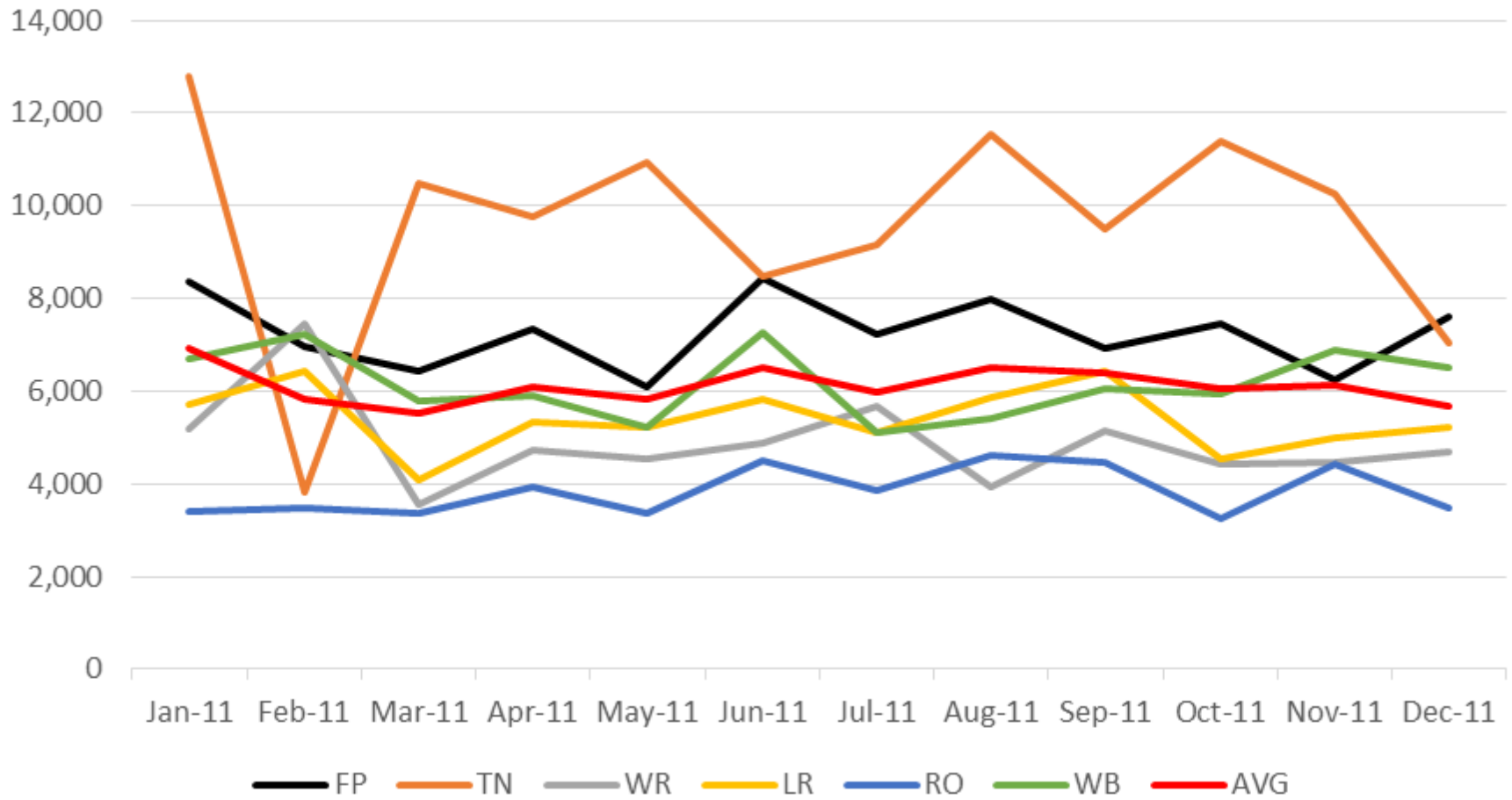
Usage Compared to Other Complexes

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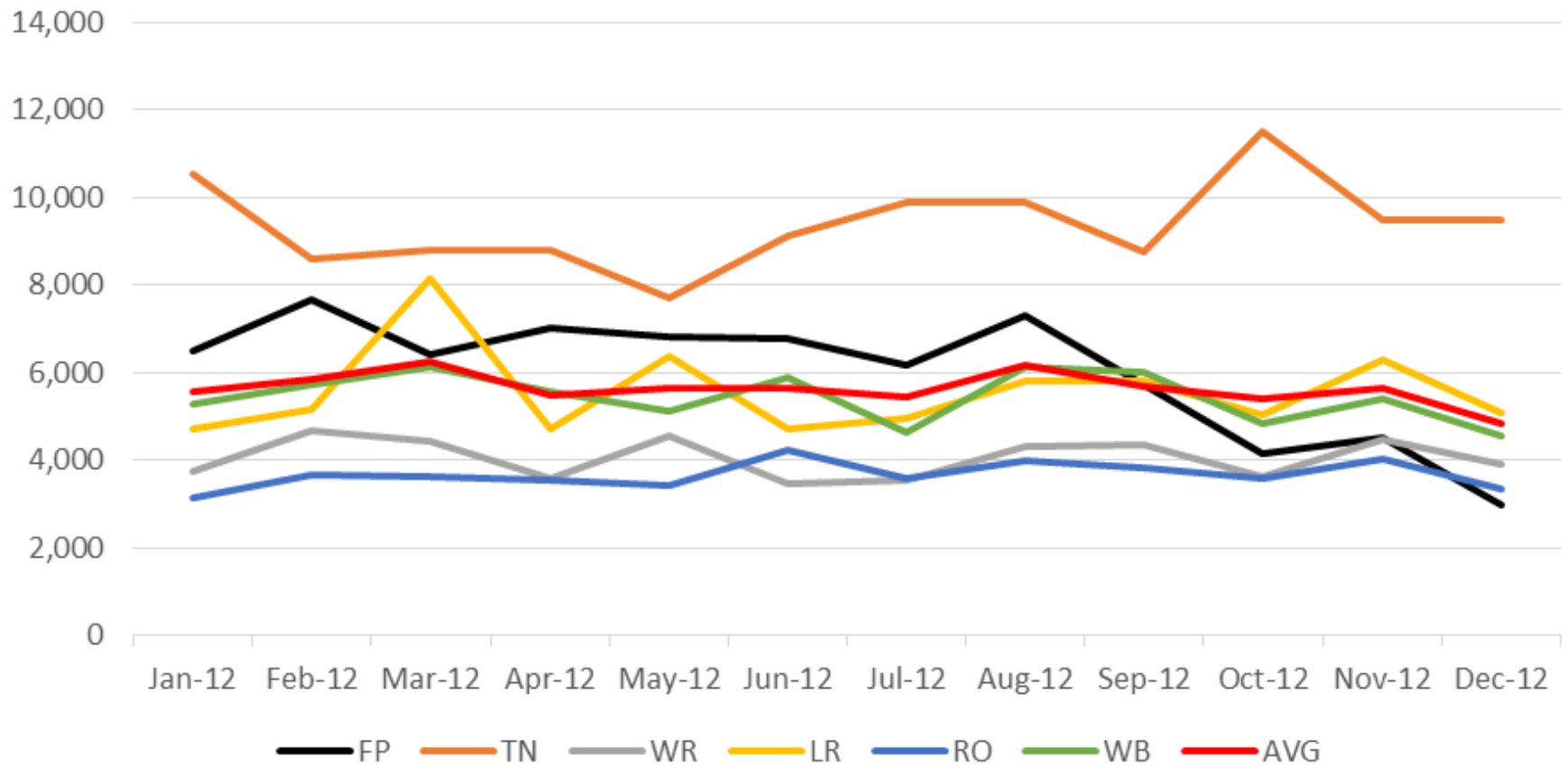
Unit Averages 2010



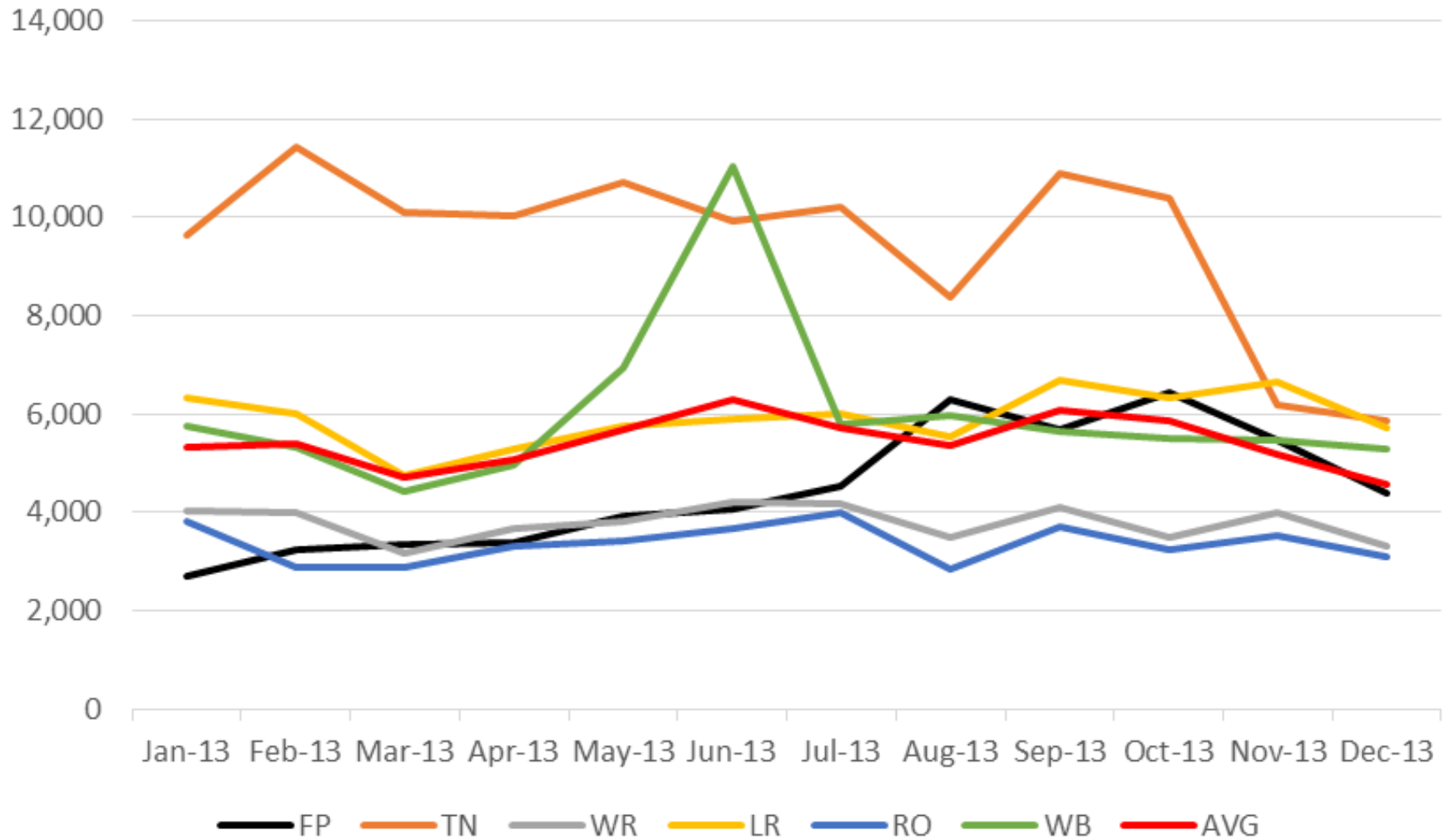
Unit Averages 2011



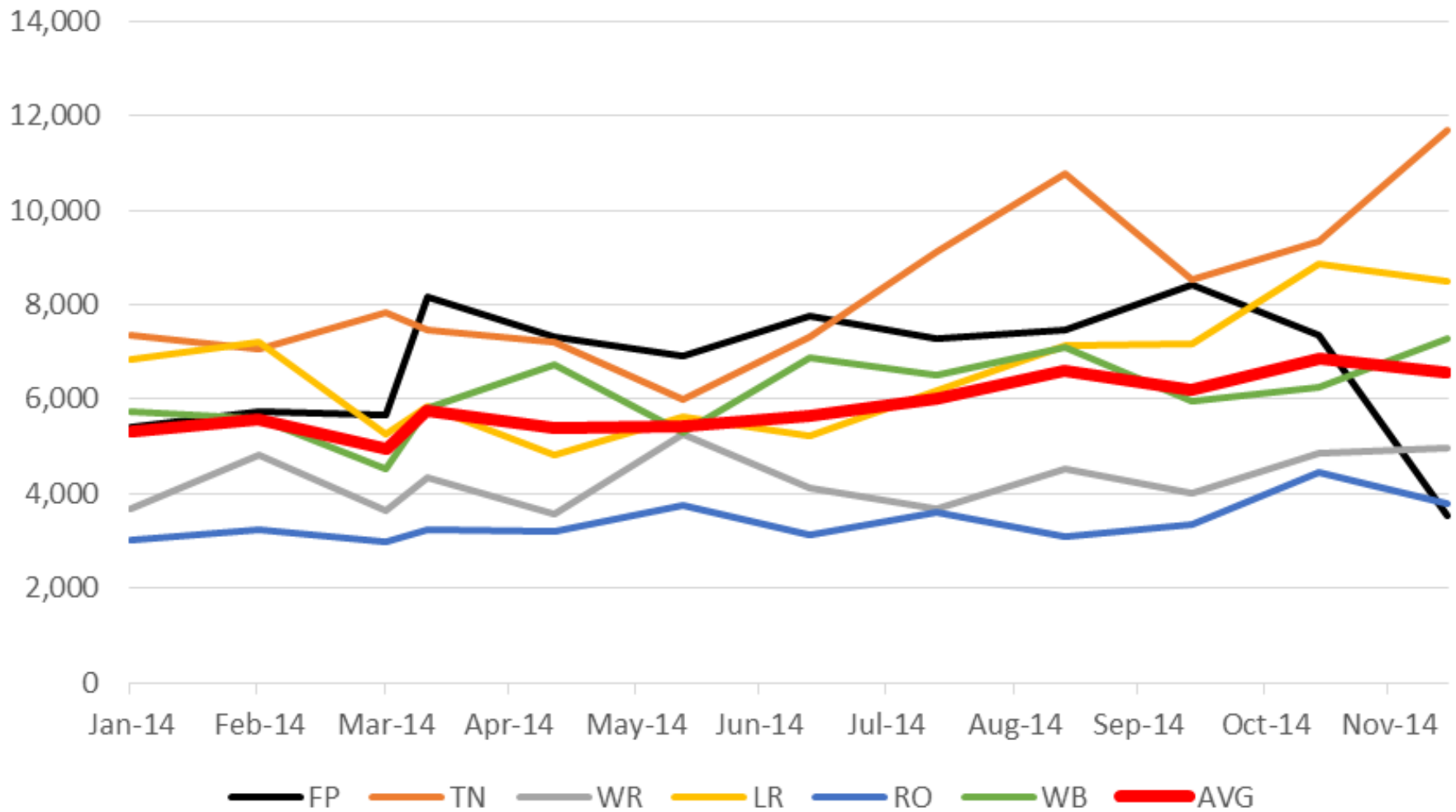
Unit Averages 2012



Unit Averages 2013

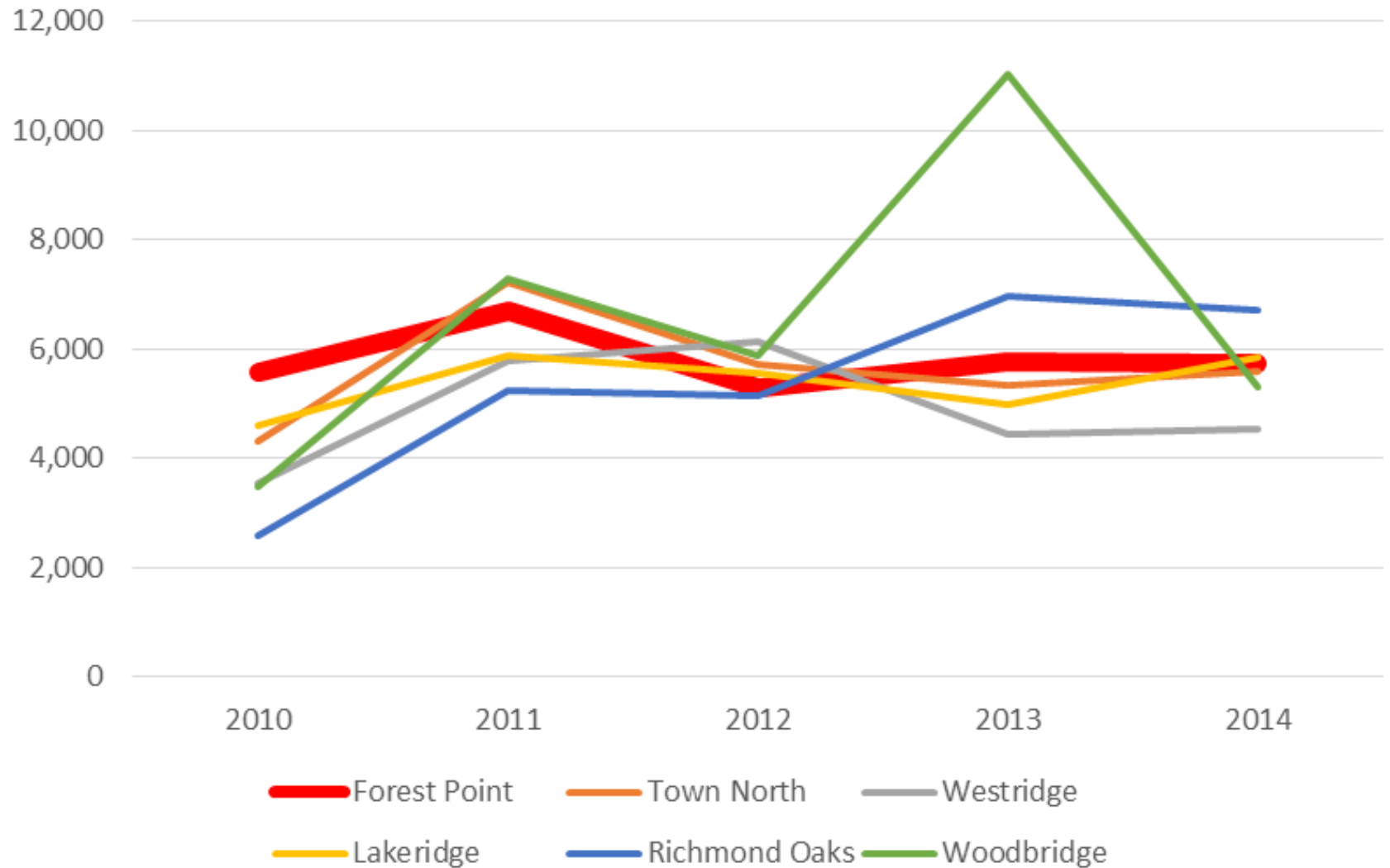


Unit Averages 2014

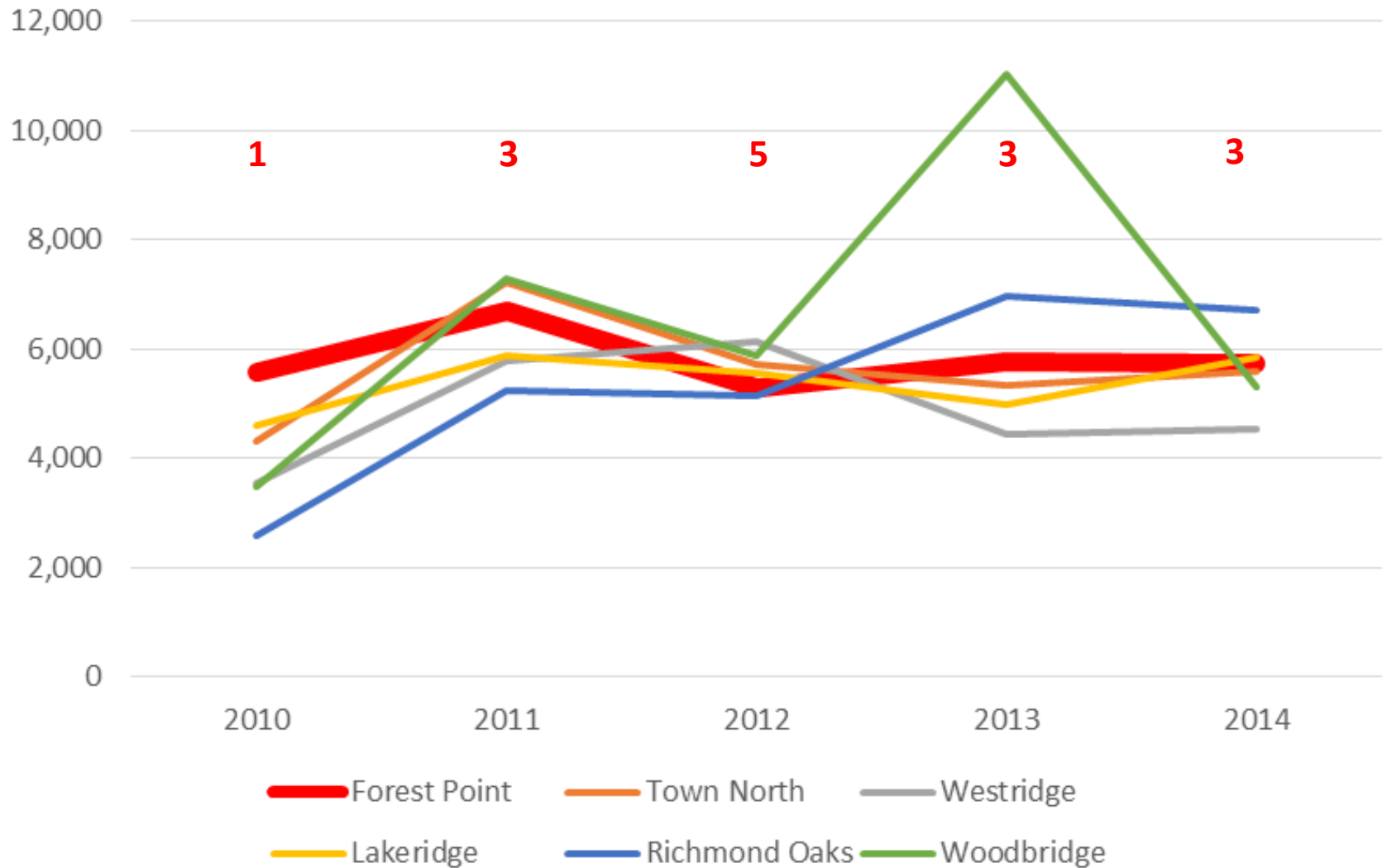


Attachment: 2015-140 ATTH 01 Presentation of Utility Billing at Forest Point Apartments

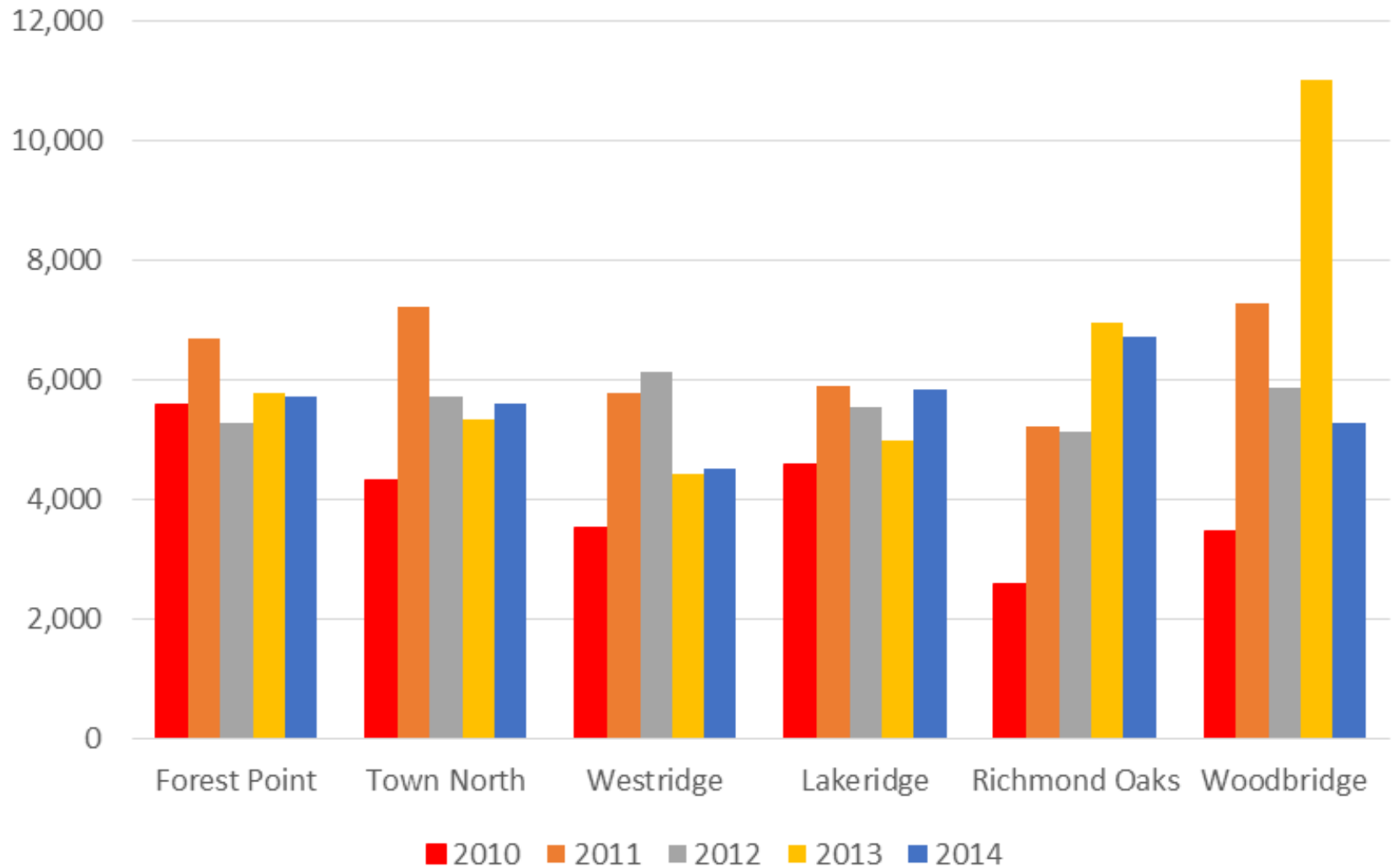
Monthly Average Per Unit by Complex



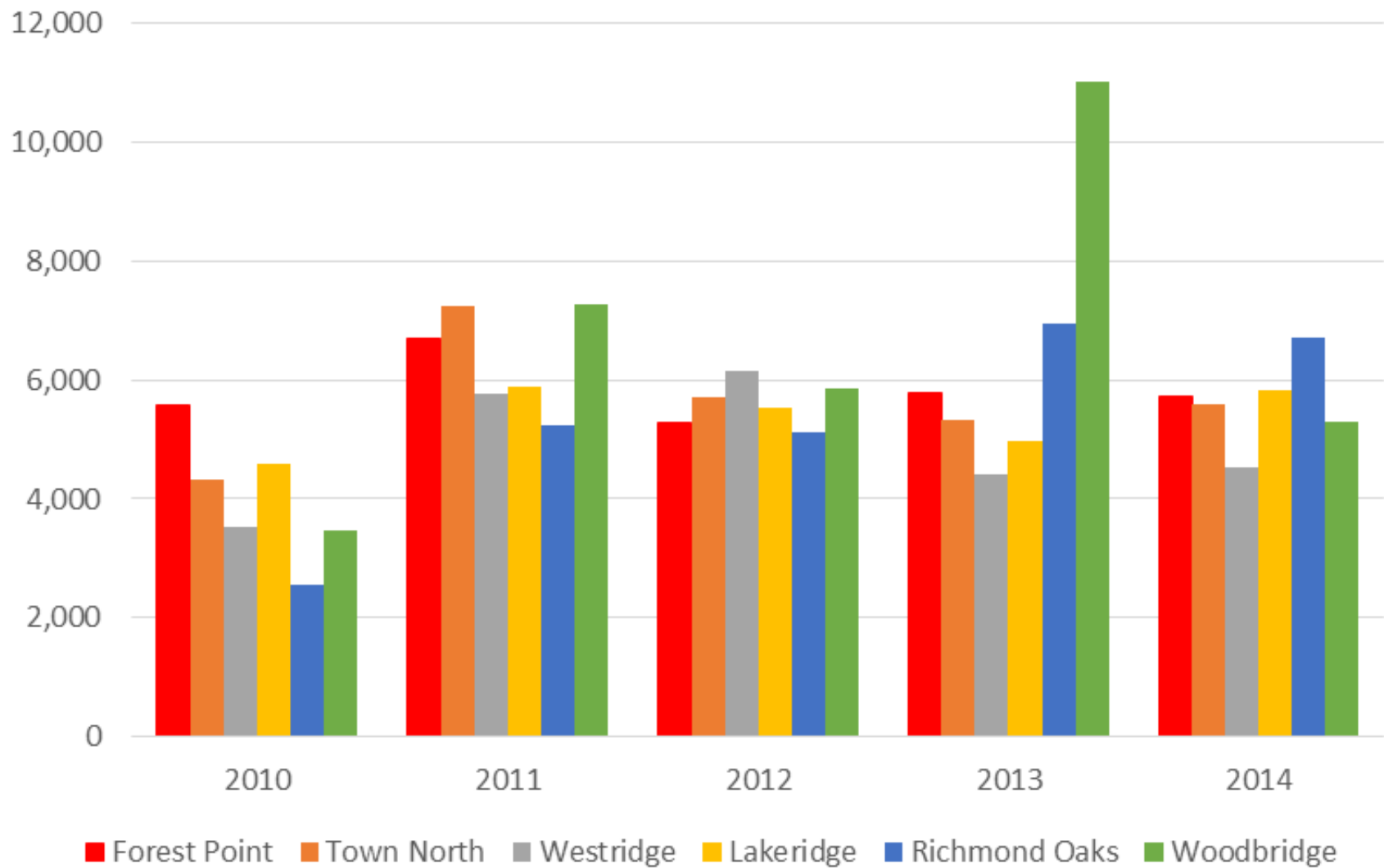
Monthly Average Per Unit by Complex



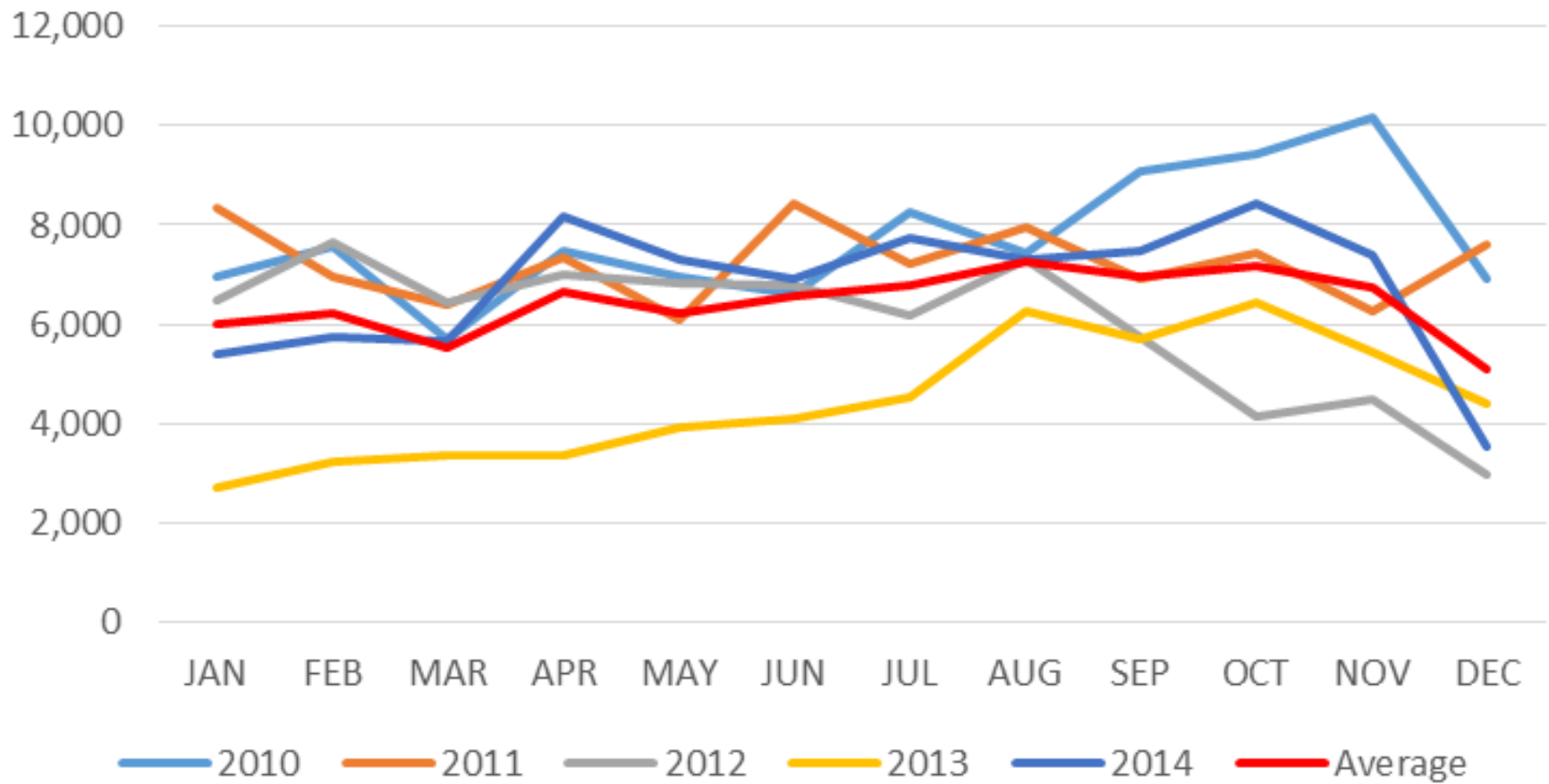
Monthly Average Per Unit by Complex



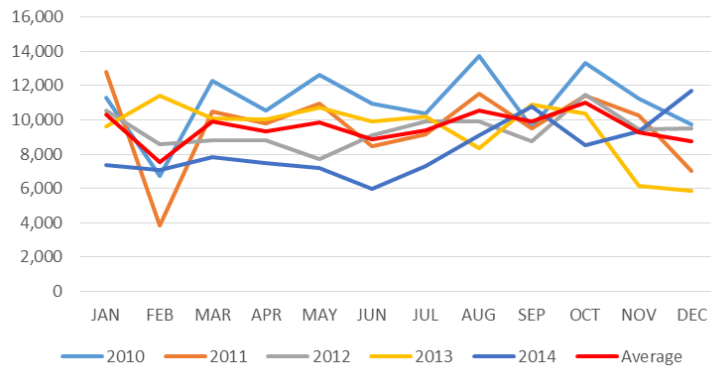
Monthly Average Per Unit by Complex



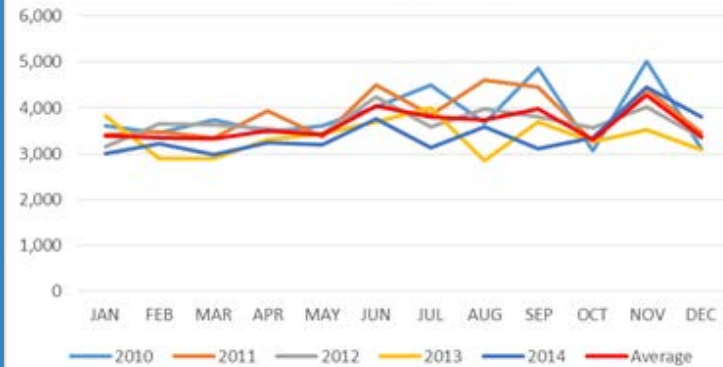
Forest Point Monthly Average Per Unit



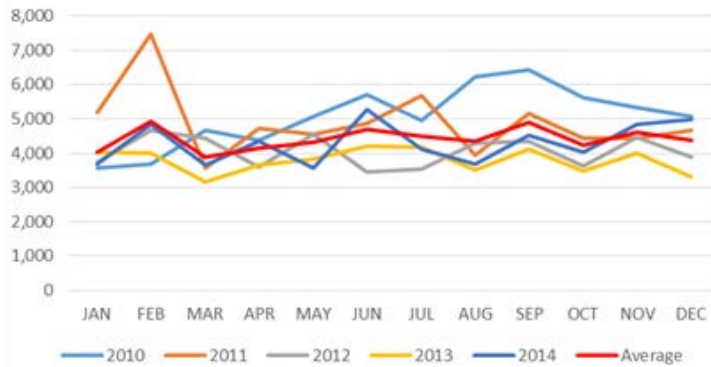
Town North Monthly Average Per Unit



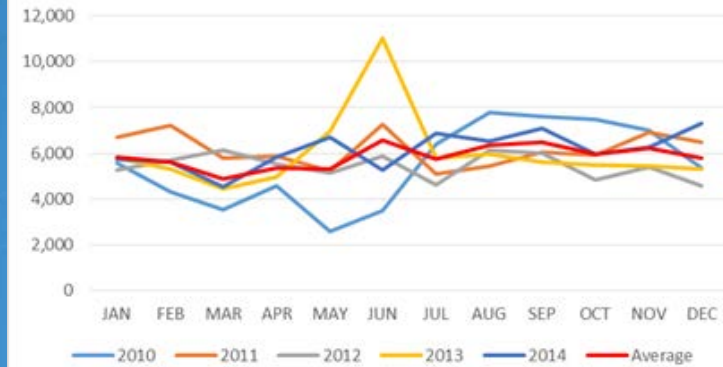
Richmond Oaks Monthly Average Per Unit



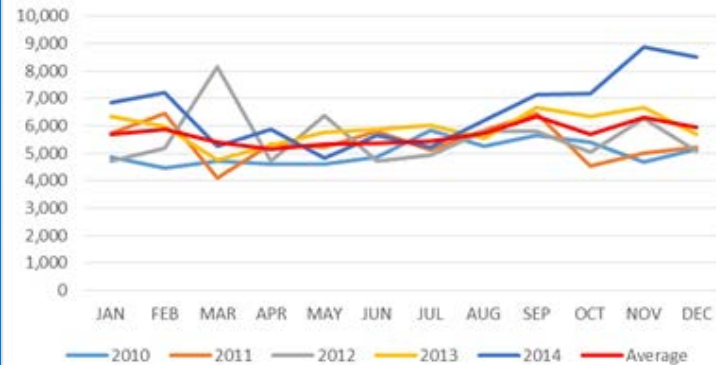
Westridge Monthly Average Per Unit



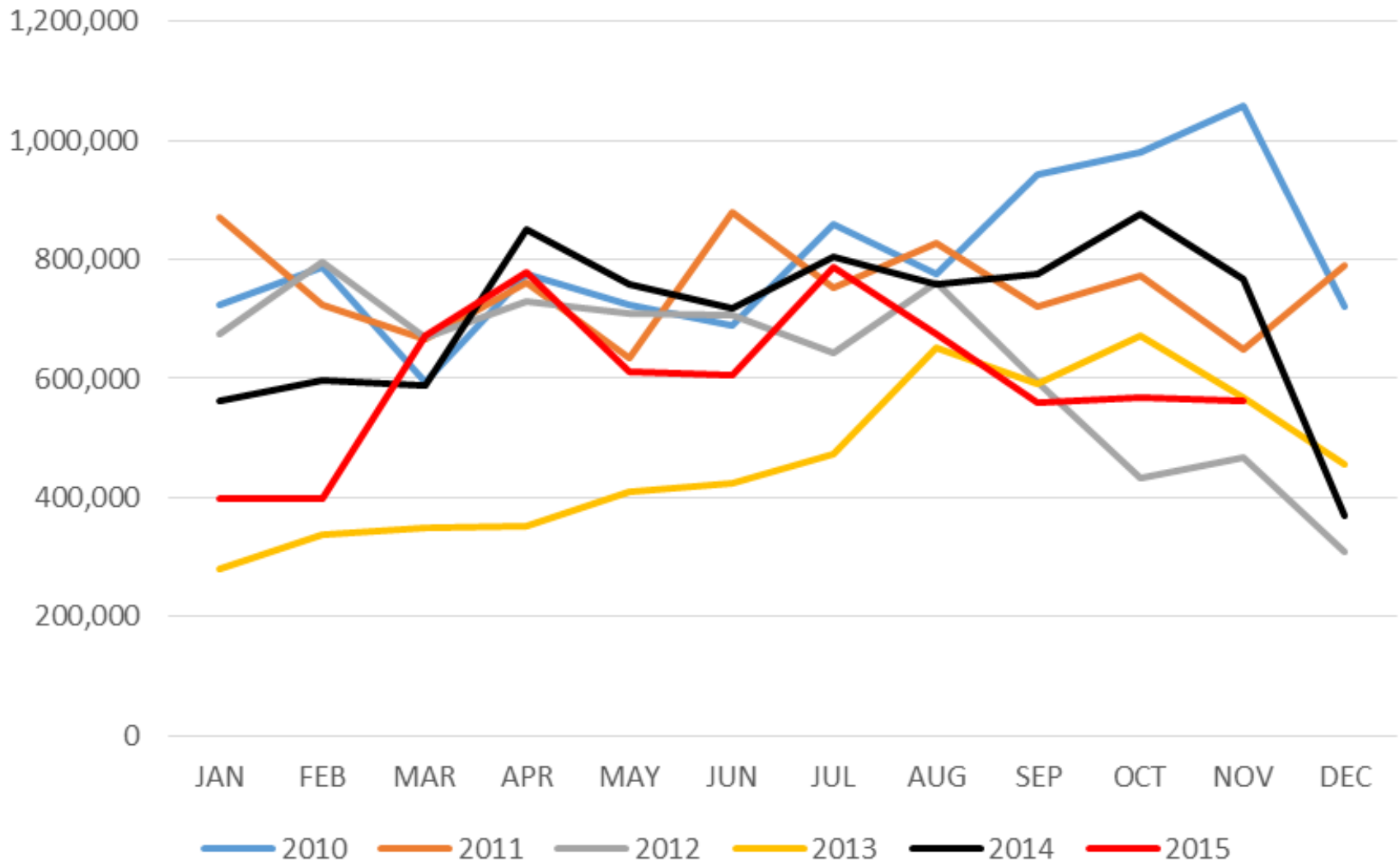
Woodbridge Monthly Average Per Unit



Lakeridge Monthly Average Per Unit



Forest Point Gallons By Month + 2015 to date



Comparison to Other Complexes

- Complexes compared = 6
- Number of units compared = 623
 - Average Unit Consumption
 - Forest Point highest in 2010
 - Forest Point second lowest in 2012
 - Forest Point slightly above average in 2011, 2013, & 2014

The customer states that they have been overcharged by TWU

- As of 26 FEB 15 believed to be overcharged by \$24 - \$36k since 2010 because:
 - Vacancy rate and water consumption increased simultaneously
 - TWU employees reportedly informed the customer that the water meter was not working properly
 - ➔ ● **Metered water exceeds HUD Guidelines**
 - Usage compared to other complexes

Metered Water Exceeds HUD Guidelines

- Cannot find a HUD Guideline concerning expected water usage for apartment units
- A number of different on-line water use calculators help consumers identify their personal use for the purpose of determining how to conserve water
- The results of these calculators project personal daily consumption ranged from 69 to 125 gallons per day

Metered Water Exceeds HUD Guidelines

- As a projection measure after exploring the on-line water usage calculators.....

Showers x 2	80
Flushes x 10	40
15 minutes running water	60
15 minutes washing dishes by hand	60
Dishwasher x 4 per week	7
Laundry 3 loads per week	18
Total Gallons per Day	265
Monthly Average	7,950

Metered Water Exceeds HUD Guidelines

- As a projection measure after exploring the on-line water usage calculators.....
- Used 250 gallons per day per household to project annual consumption (94.3% of 265)

Number of units	104
Daily Gallons per Household	250
Days per year	365
Gallons Per Year	9,490,000
Monthly average	790,833
Monthly Average Per Unit	7,604

HUD Utilities Guidebook for Public Housing Authorities

Domestic Water	Adjustment Factor	Monthly	Annual	Daily
2.5 Bedroom National Average		8,000	96,000	267
1 BR	0.7	5,600	67,200	187
2 BR	0.9	7,200	86,400	240
3 BR	1.1	8,800	105,600	293

Metered Water Exceeds HUD Guidelines

- Incorporating the HUD guidelines for PHAs.....
- Revised to 200 gallons per day per household to project annual consumption (75.5% of 265)

Number of units	104	104
Daily Gallons per Household	250	200
Days per year	365	365
Gallons Per Year	9,490,000	7,592,000
Monthly average	790,833	632,667
Monthly Average Per Unit	7,604	6,083

Monthly Average Gallons/Unit by Complex

	2010	2011	2012	2013	2014	Average
Woodbridge	3,480	7,278	5,867	11,020	5,289	6,587
Forest Point	5,578	6,702	5,283	5,772	5,727	5,812
Town North	4,319	7,233	5,709	5,322	5,596	5,636
Lakeridge	4,593	5,889	5,545	4,979	5,827	5,367
Richmond Oaks	2,570	5,230	5,130	6,953	6,717	5,320
Westridge	3,535	5,780	6,142	4,425	4,525	4,881

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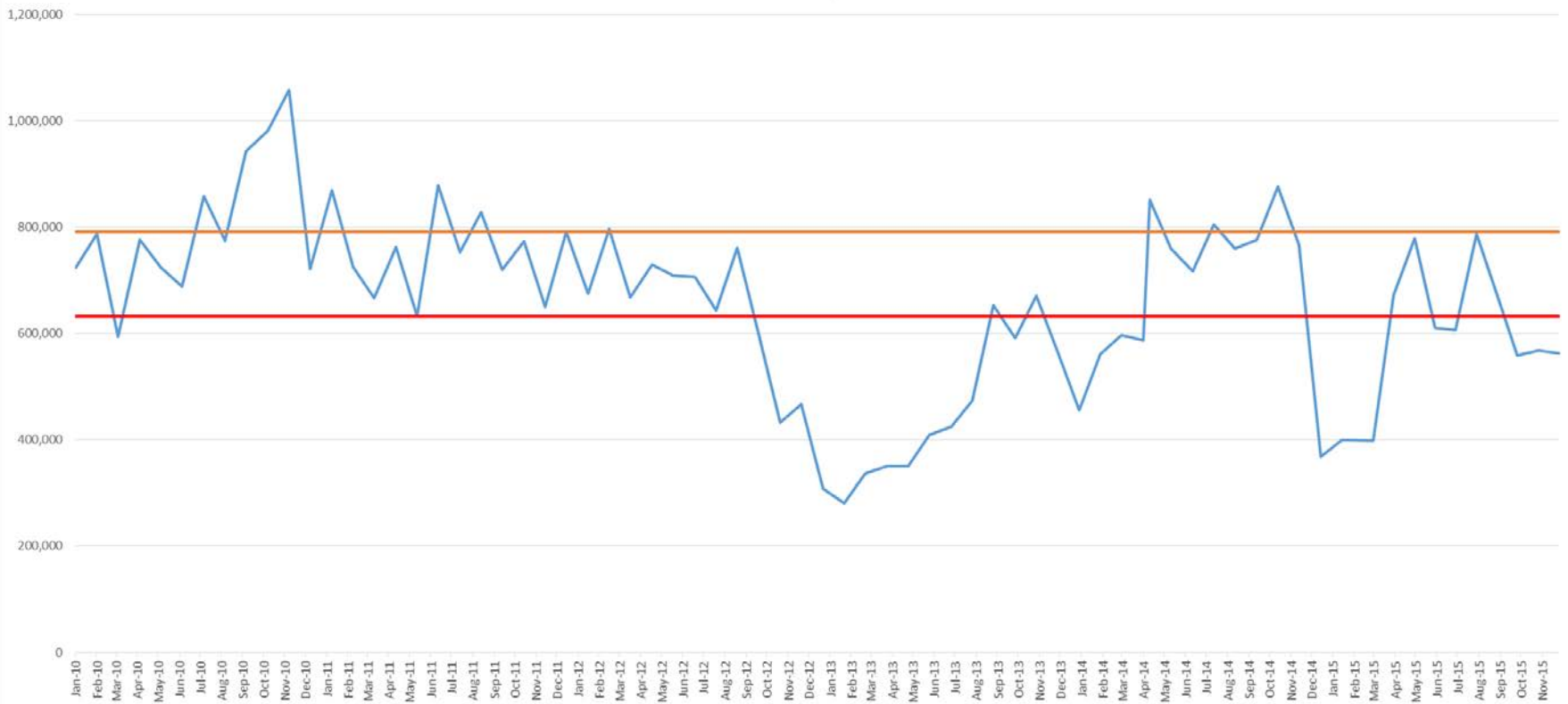
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Monthly Water Usage vs 250 and 200 Gallon Averages

Forest Point Monthly Gallons



Forest Point Total Gallons by Month

	2010	2011	2012	2013	2014	2015
JAN	723,550	869,700	674,890	281,300	561,800	399,510
FEB	786,930	725,100	797,160	336,600	596,600	398,470
MAR	594,080	666,970	668,600	349,900	587,600	671,830
APR	776,890	762,170	730,000	350,900	851,200	778,970
MAY	723,970	633,080	709,050	408,800	759,700	611,000
JUN	689,210	879,030	705,790	424,800	718,000	607,000
JUL	857,770	752,640	643,200	473,100	805,600	787,100
AUG	775,030	828,660	760,660	652,800	759,300	673,700
SEP	942,670	719,610	595,570	591,000	775,600	558,900
OCT	981,230	774,010	432,700	671,100	876,000	568,800
NOV	1,057,850	649,780	467,300	567,000	767,000	562,800
DEC	721,050	791,080	308,600	456,300	368,700	
Totals	9,632,240	9,053,841	7,495,532	5,565,613	8,429,114	6,620,095

Months used less than 790,833 gallons (250/unit/day)

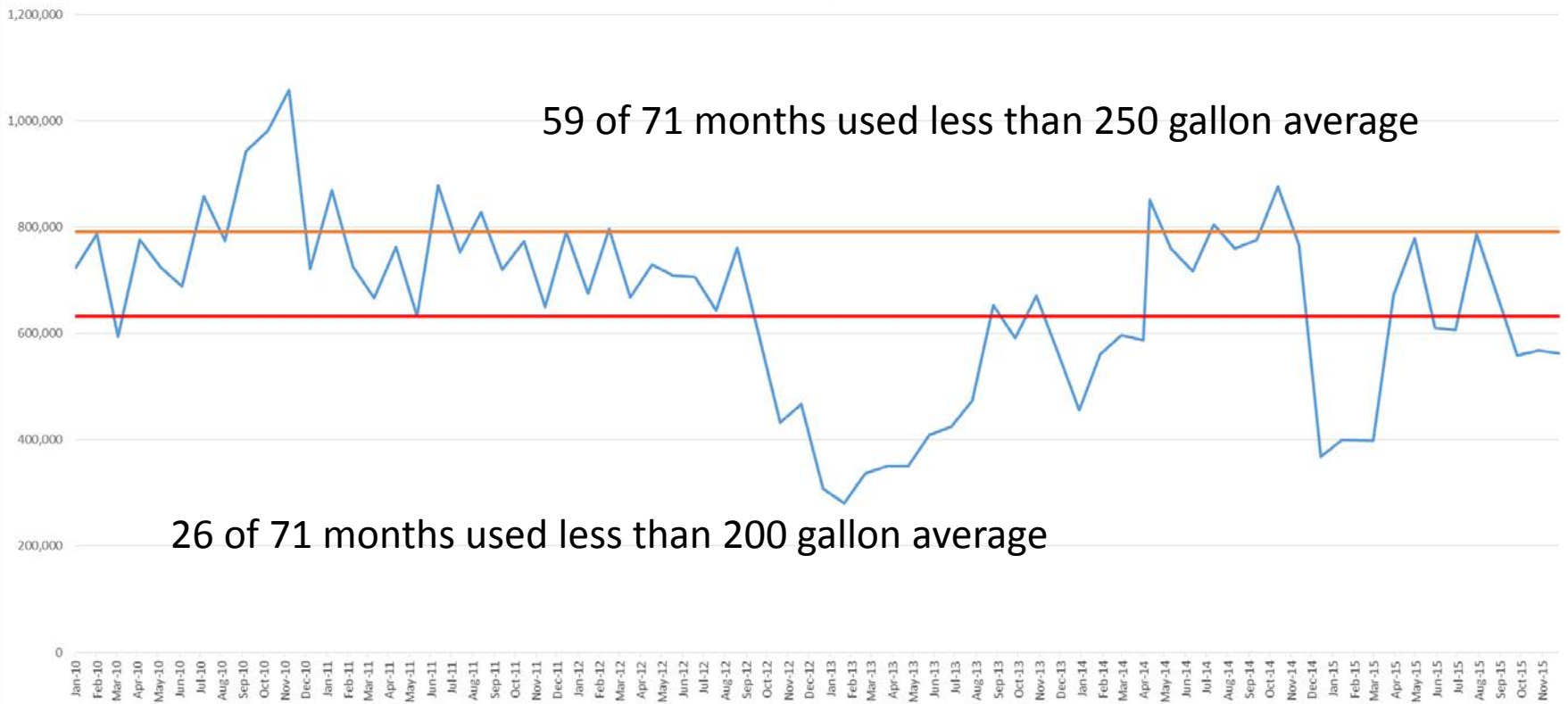
	2010	2011	2012	2013	2014	2015	Totals
JAN	1	0	1	1	1	1	5
FEB	1	1	0	1	1	1	5
MAR	1	1	1	1	1	1	6
APR	1	1	1	1	0	1	5
MAY	1	1	1	1	1	1	6
JUN	1	0	1	1	1	1	5
JUL	0	1	1	1	0	1	4
AUG	1	0	1	1	1	1	5
SEP	0	1	1	1	1	1	5
OCT	0	1	1	1	0	1	4
NOV	0	1	1	1	1	1	5
DEC	1	0	1	1	1		4
Totals	8	8	11	12	9	11	59
							83.10%

Months used less than 632,667 gallons (200/unit/day)

	2010	2011	2012	2013	2014	2015	Totals
JAN	0	0	0	1	1	1	3
FEB	0	0	0	1	1	1	3
MAR	1	0	0	1	1	0	3
APR	0	0	0	1	0	0	1
MAY	0	0	0	1	0	1	2
JUN	0	0	0	1	0	1	2
JUL	0	0	0	1	0	0	1
AUG	0	0	0	0	0	0	0
SEP	0	0	1	1	0	1	3
OCT	0	0	1	0	0	1	2
NOV	0	0	1	1	0	1	3
DEC	0	0	1	1	1		3
Totals	1	0	4	10	4	7	26
							36.62%

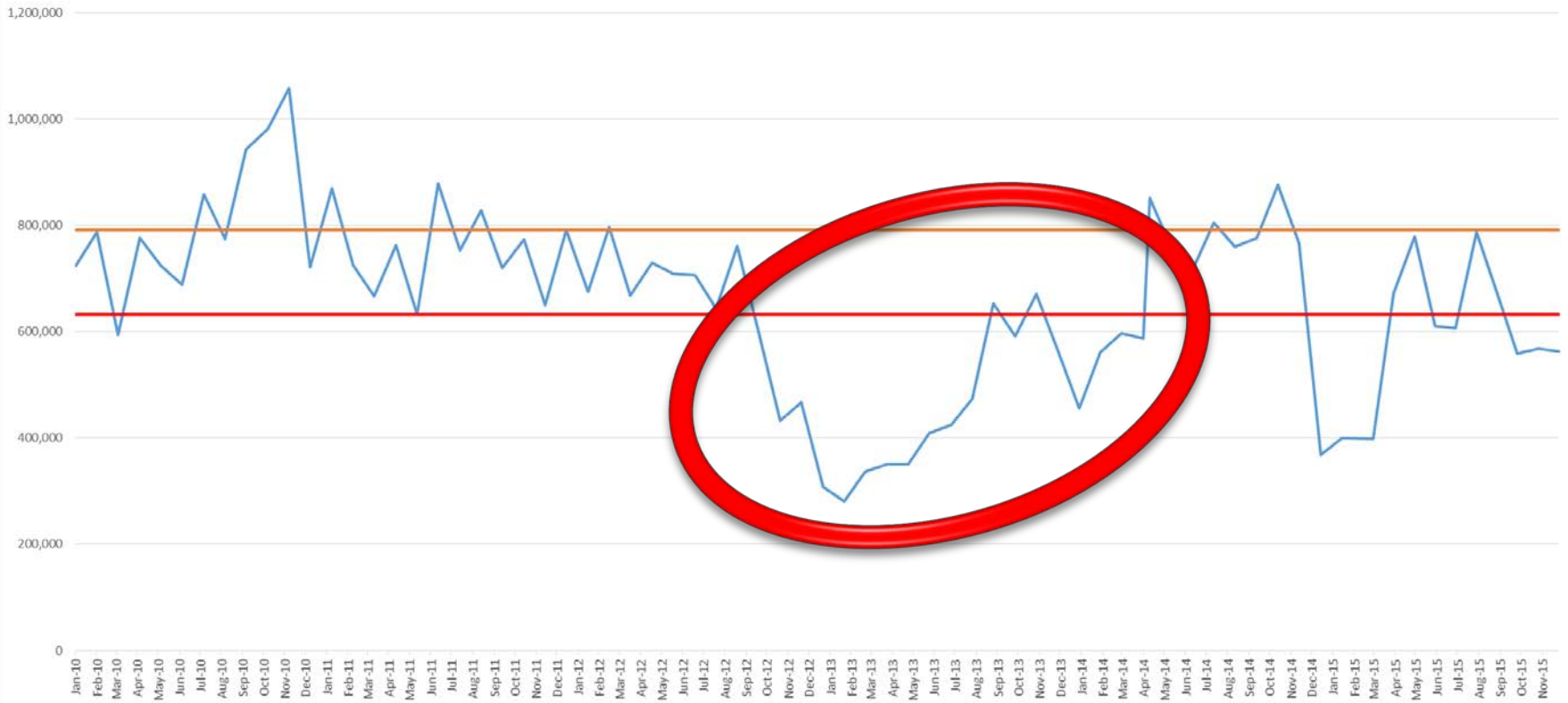
Monthly Water Usage vs 250 and 200 Gallon Averages

Forest Point Monthly Gallons



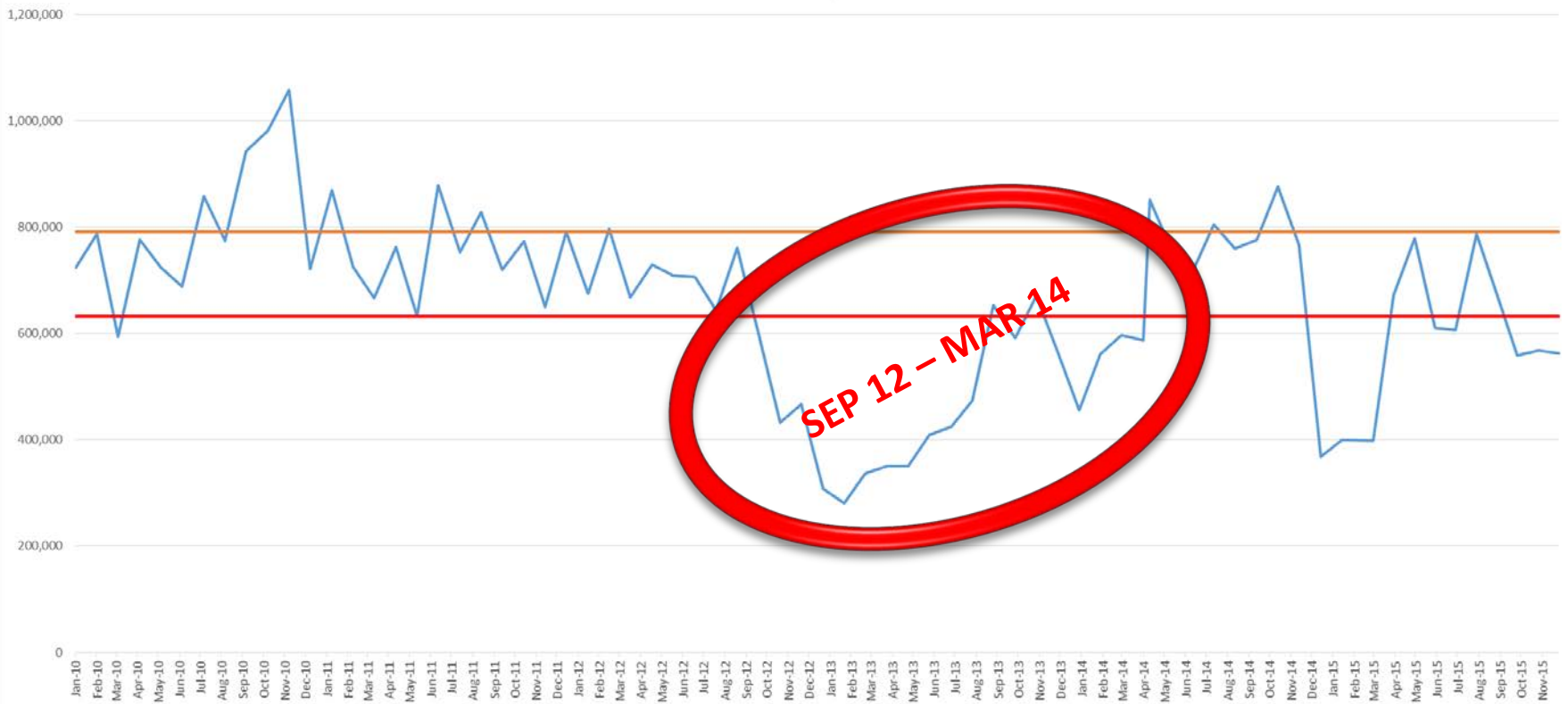
Lower Usage Reviewed

Forest Point Monthly Gallons



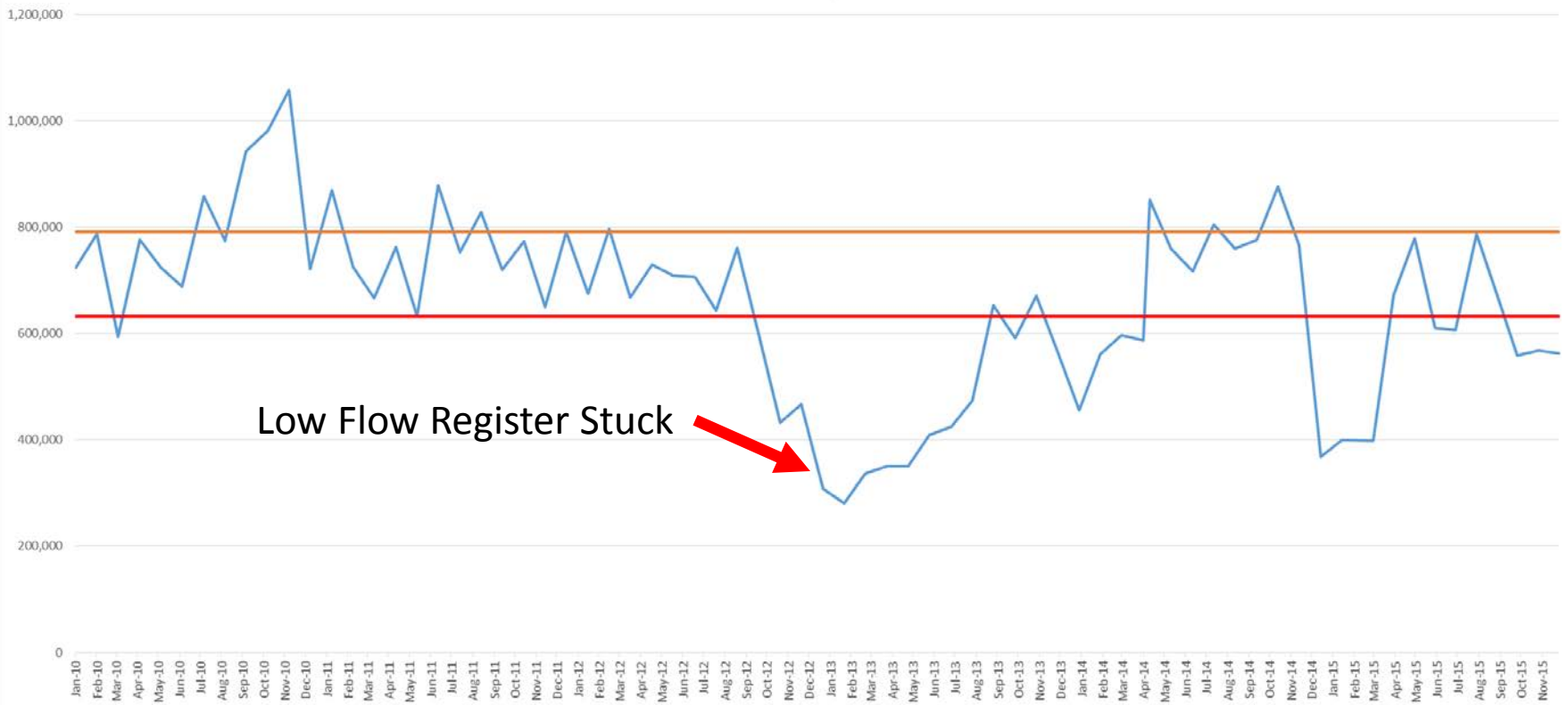
Lower Usage Reviewed

Forest Point Monthly Gallons



Meter Malfunctions Noted

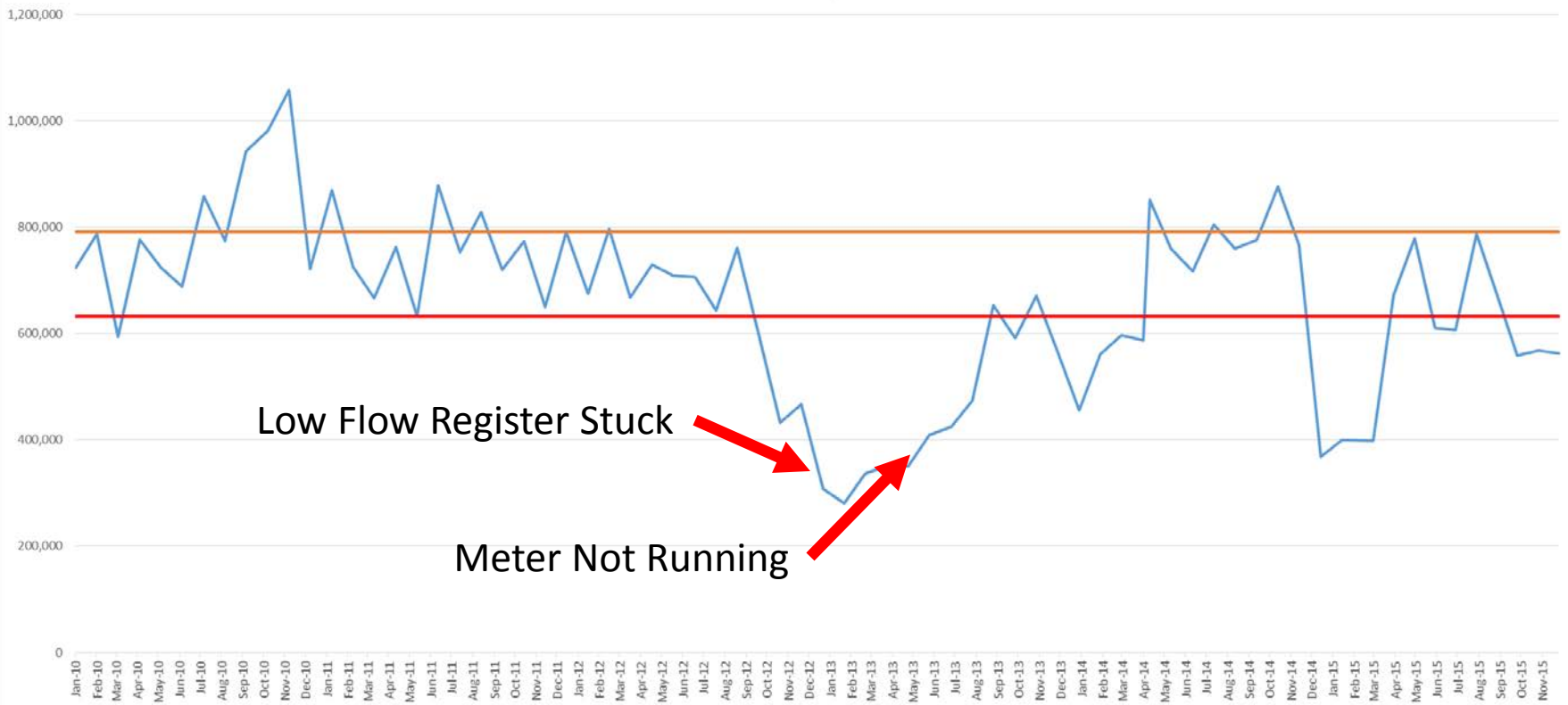
Forest Point Monthly Gallons



Low Flow Register Stuck

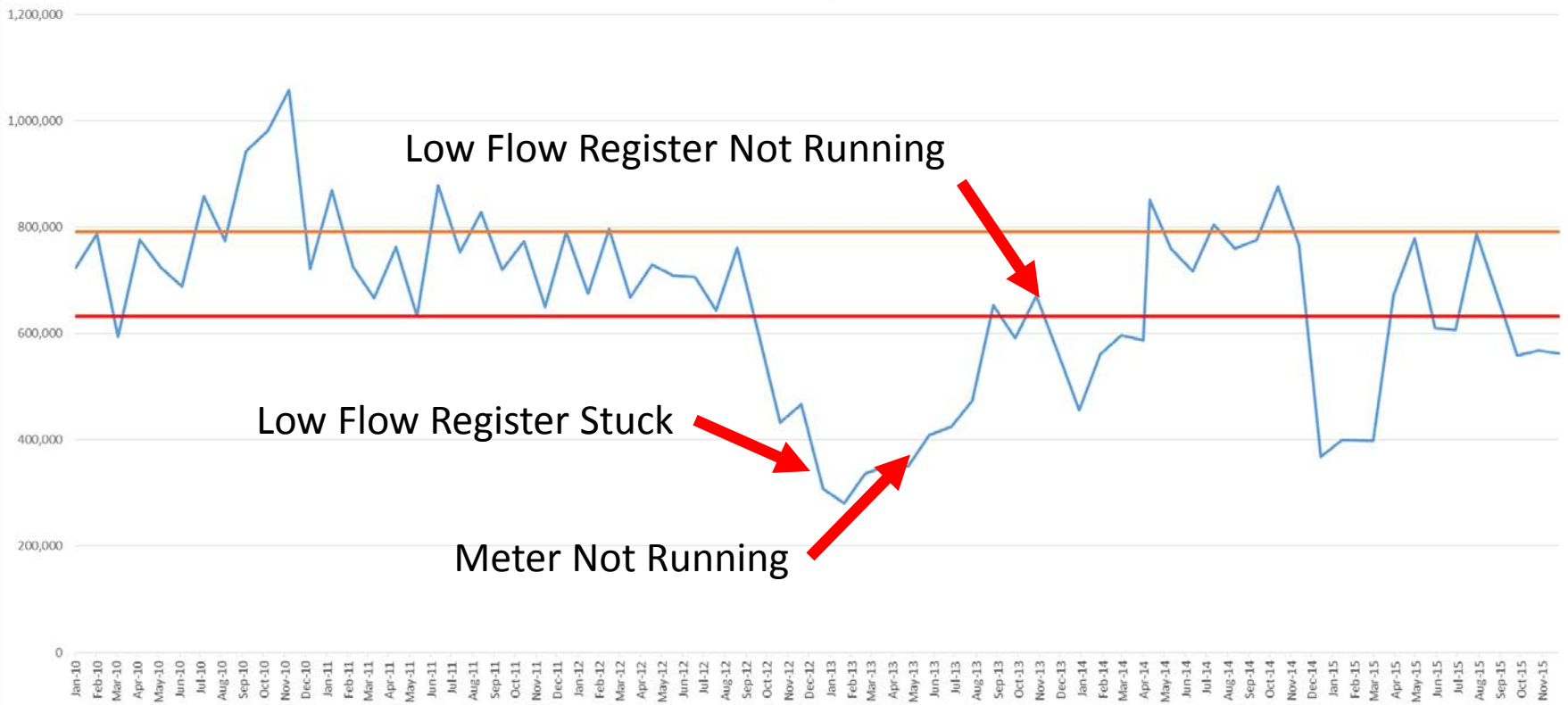
Meter Malfunctions Noted

Forest Point Monthly Gallons



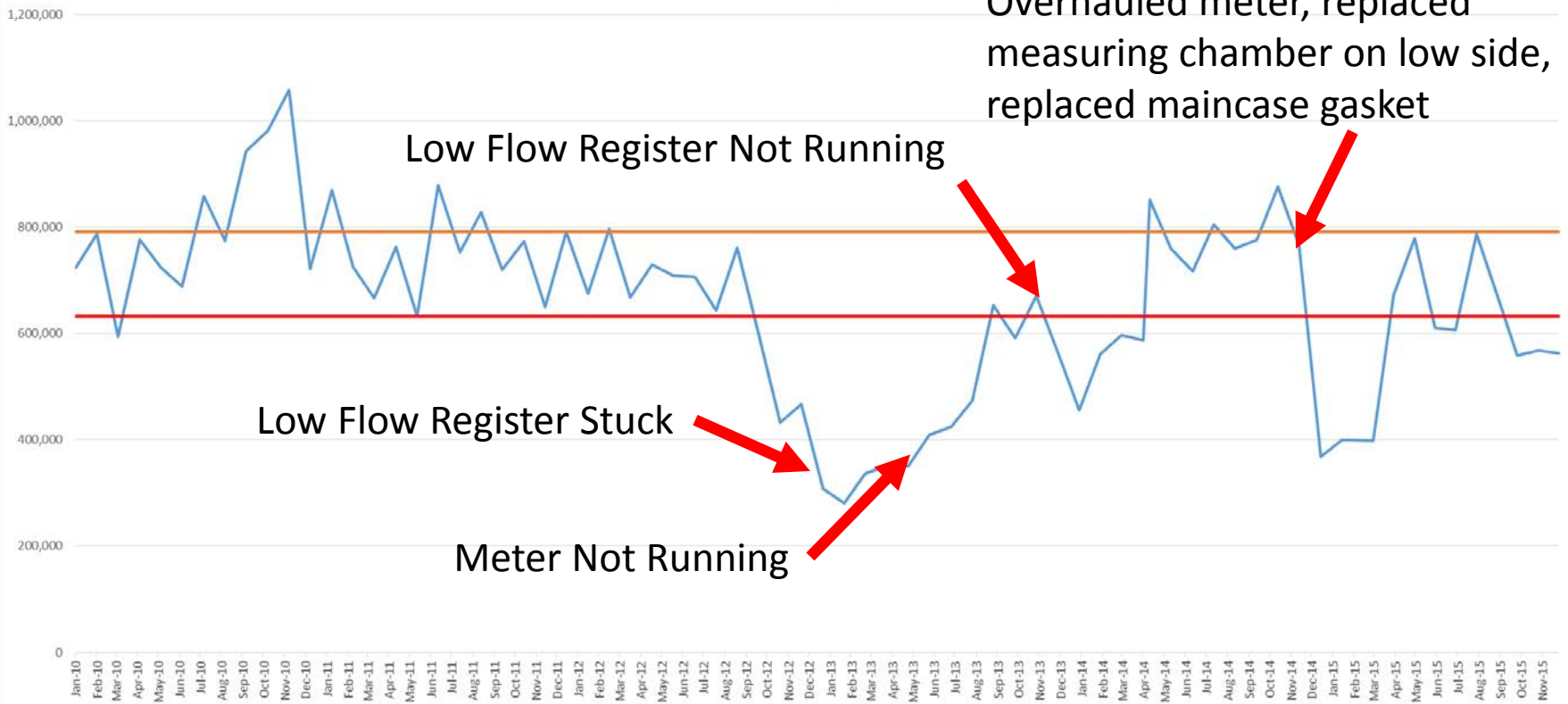
Meter Malfunctions Noted

Forest Point Monthly Gallons



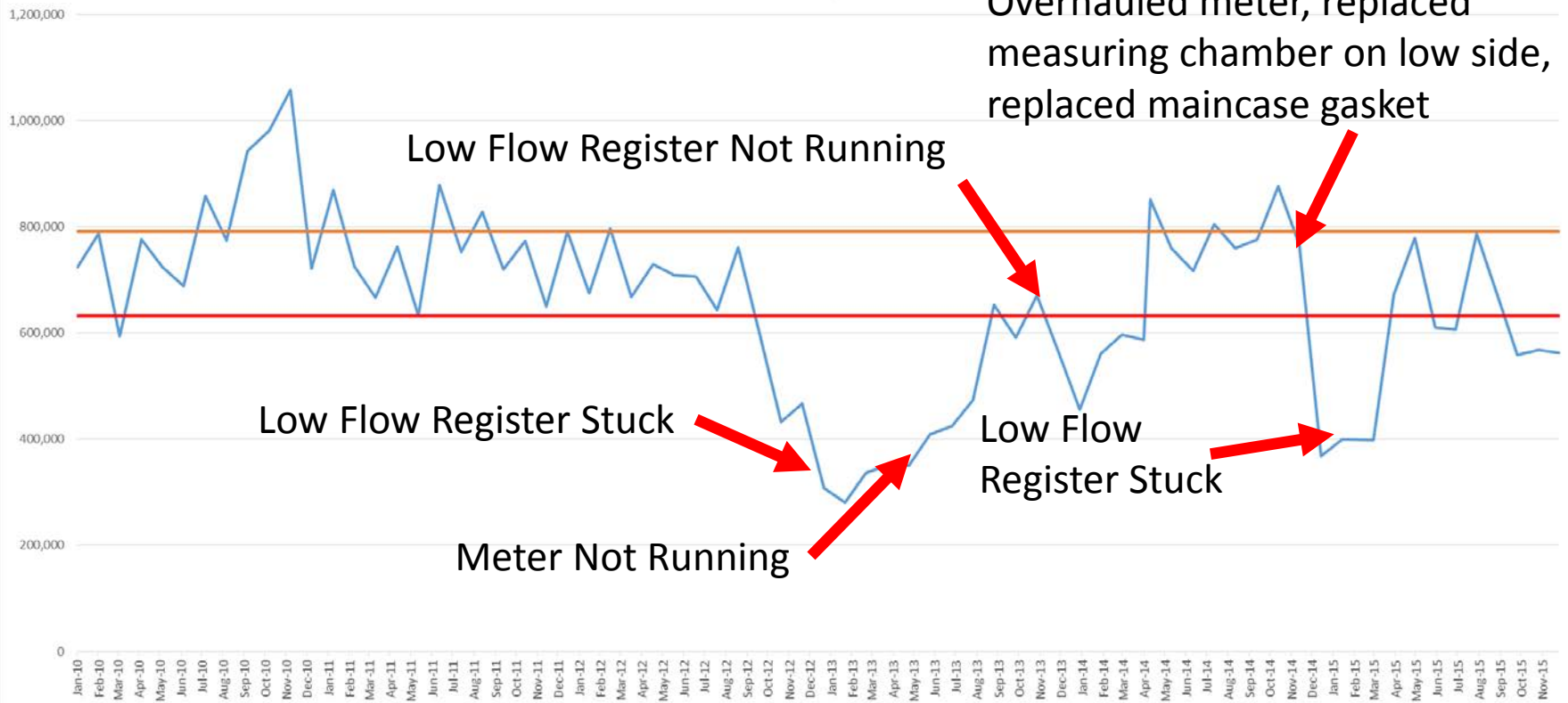
Meter Overhauled

Forest Point Monthly Gallons



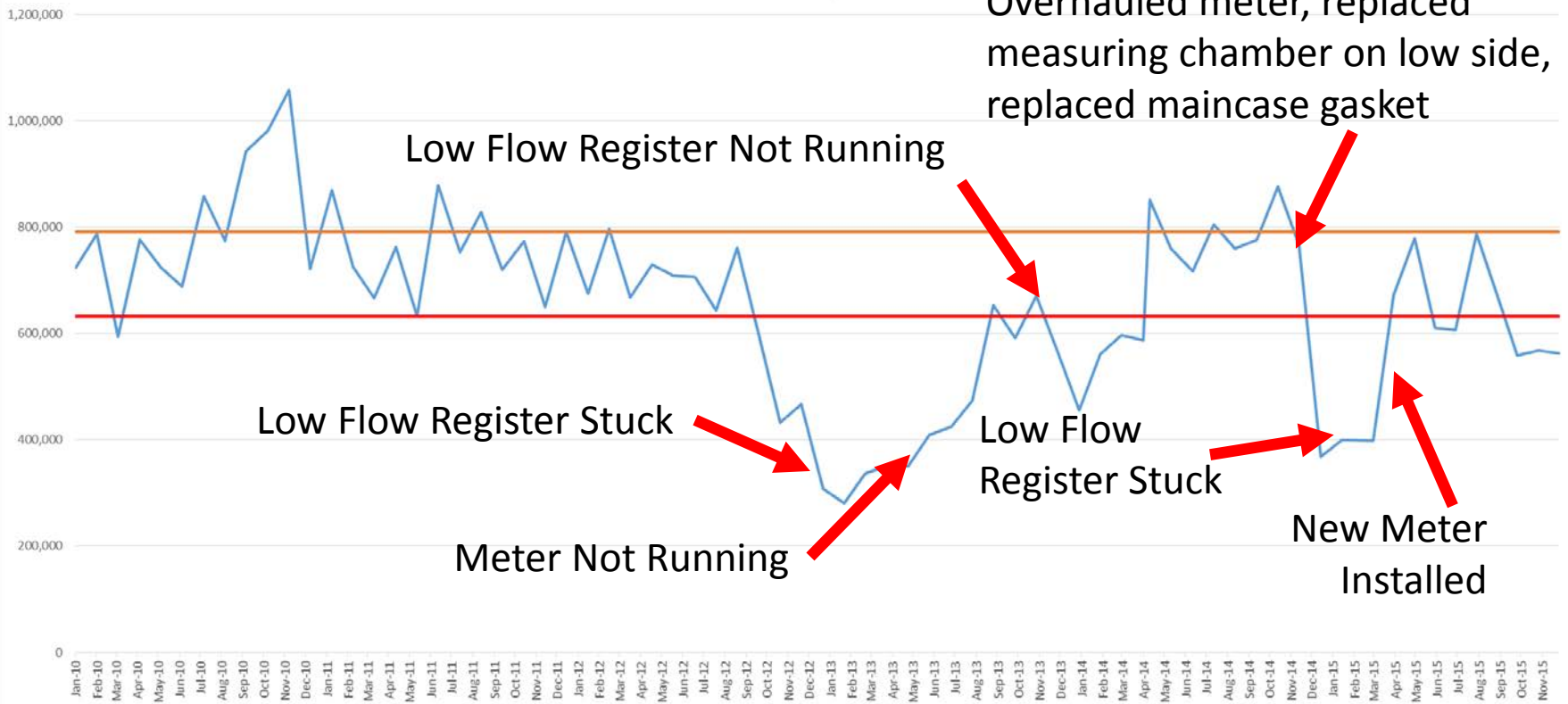
Meter Malfunction Noted

Forest Point Monthly Gallons



Meter Replaced

Forest Point Monthly Gallons



Meter Replaced 20 FEB 15

	2010	2011	2012	2013	2014	2015	Average
JAN	6,957	8,363	6,489	2,705	5,402	3,841	5,626
FEB	7,567	6,972	7,665	3,237	5,737	3,831	5,835
MAR	5,712	6,413	6,429	3,364	5,650	6,460	5,671
APR	7,470	7,329	7,019	3,374	8,185	7,490	6,811
MAY	6,961	6,087	6,818	3,931	7,305	5,875	6,163
JUN	6,627	8,452	6,786	4,085	6,904	5,837	6,448
JUL	8,248	7,237	6,185	4,549	7,746	7,568	6,922
AUG	7,452	7,968	7,314	6,277	7,301	6,478	7,132
SEP	9,064	6,919	5,727	5,683	7,458	5,374	6,704
OCT	9,435	7,442	4,161	6,453	8,423	5,469	6,897
NOV	10,172	6,248	4,493	5,452	7,375	5,412	6,525
DEC	6,933	7,607	2,967	4,388	3,545		5,088
Average	7,717	7,253	6,004	4,458	6,752	5,785	6,319
Median	7,461	7,283	6,459	4,236	7,303	5,837	6,487

Average Consumption After Installation of New Meter

Mar-15	671,830
Apr-15	778,970
May-15	611,000
Jun-15	607,000
Jul-15	787,100
Aug-15	673,700
Sep-15	558,900
Oct-15	568,800
Nov-15	562,800
Dec-15	
Totals	5,820,100
Monthly Average	646,678
Annual	7,760,133
Daily	21,261
Per Unit/Daily	204

Apply the 204 Gallons per Unit per Day Average

Year	FP	204	Difference
2010	9,630,230	7,760,133	1,870,097
2011	9,051,830	7,760,133	1,291,697
2012	7,493,520	7,760,133	-266,613
2013	5,563,600	7,760,133	-2,196,533
2014	8,427,100	7,760,133	666,967
Totals	40,166,280	38,800,667	1,365,613

- Over five years the city metered 1.4 million gallons more than the 204 gallon benchmark

Adjust for Full Occupancy

Year	FP	Full Occupancy	Difference
2010	9,630,230	8,504,256	1,125,974
2011	9,051,830	8,504,256	547,574
2012	7,493,520	8,504,256	-1,010,736
2013	5,563,600	8,504,256	-2,940,656
2014	8,427,100	8,504,256	-77,156
Totals	40,166,280	42,521,279	-2,354,999

- Or, maybe, the city under-metered the water by 2.3 million gallons?

Total Gallons Metered

JAN 10 – FEB 15

	FP	250	227	204	200
Jan-10	723,550	790,833	708,688	646,678	632,667
Feb-15	398,470	790,833	708,688	646,678	632,667
Totals	40,964,260	49,031,646	43,938,654	40,094,022	39,225,354
Over/Under		-8,067,386	-2,974,394	870,238	1,738,906

- Arguably the city may have under-metered the water usage by 8.067 million gallons or over-metered water usage by 1.738 million gallons.

What about non-domestic water use?

- The benchmark amounts account for domestic water usage such as...
 - Showers
 - Sinks
 - Commodes
 - Washing Machines
- The benchmark amounts do not consider on-site swimming pool

Pool Evaporation

Pool area	780	SF
Evaporation rate per hour per SF	0.0291	pounds
Total evaporation rate per hour	22.698	pounds
Total evaporation rate per day	544.752	pounds
One gallon of water weighs	8.3454	pounds
Total evaporation rate per day	65.275721	gallons
Days in Season each year	190	days
Total evaporated annually	12,402	gallons

Findings

- Water metering for this account has changed over a number of years:
 - Initially served by a 1" service and meter
 - Changed to two each 2" services and meters
 - Changed to one 2" service and meter
 - 2" Meter replaced in 2015
- No known reliable water usage standard for typical apartment unit
- Average usage per apartment unit does not seem out of line with other Texarkana apartment units based in similar sized complexes

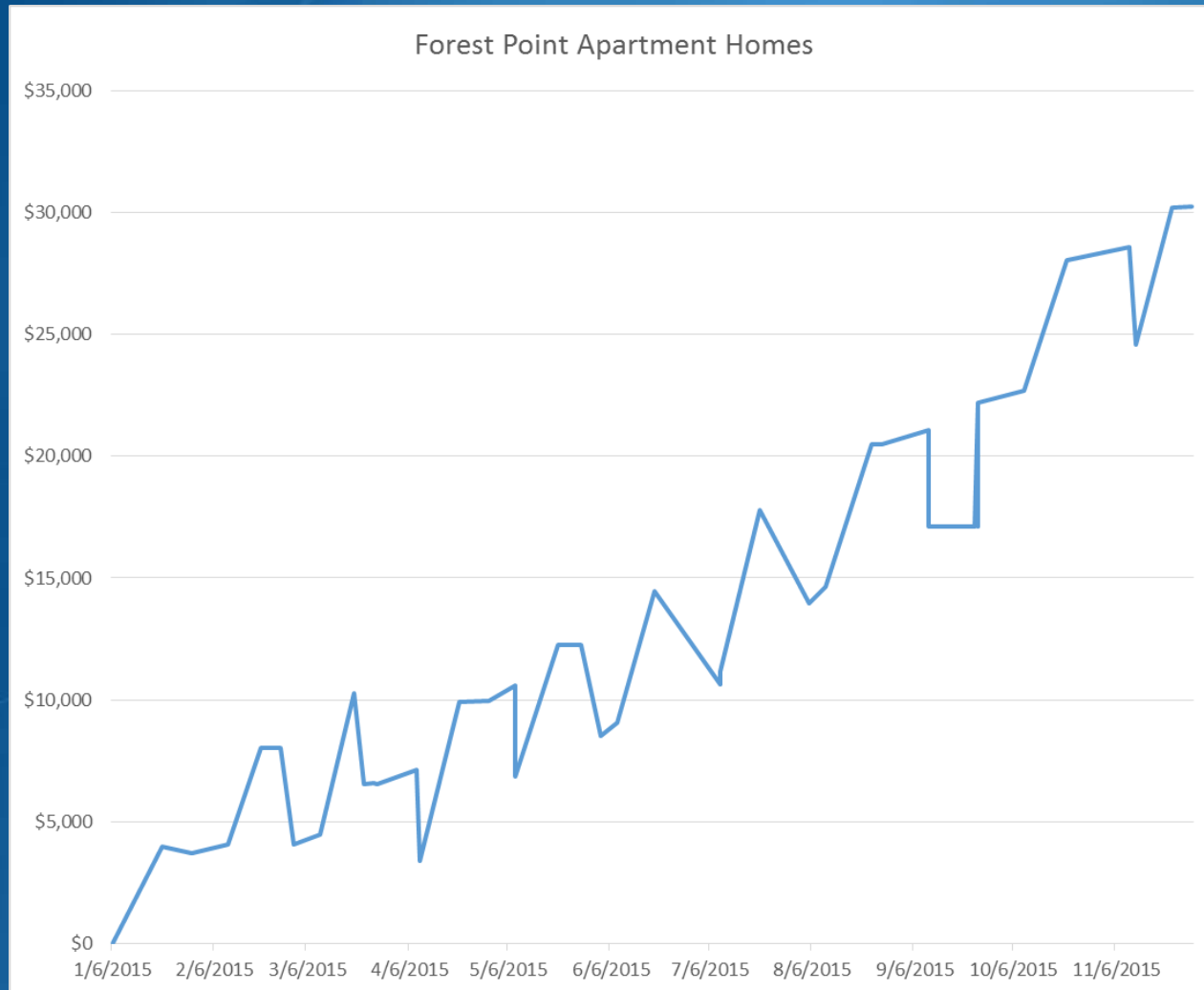
Findings (con't)

- TWU uses meters manufactured by reputable firms who provide meters that meet or exceed industry standards for durability and accuracy.
- TWU personnel are trained and experienced in installing, replacing, maintaining, servicing, and reading water meters.
- City ordinances are clearly stated concerning utility account maintenance pertaining to payment and enforcement of payment.
- City ordinances clearly states that the customer enters into a contract with the city once they start using the city's utility services

Findings (con't)

- Clearly the city ordinance contemplates that the adverse impact of utility cutoff directly impacts the customer responsible for payment:
 - Apartment complexes are different in that the residents are subject to the actions of the owner
 - Extraordinary steps are warranted to ensure the residents have ample opportunity to prepare for a utility shutoff.
- January 6, 2015 was the last date that the account was paid in full.
- The Forest Point account is \$30,258 in arrears.

Forest Point Account Balance



Recommendation

- City Council find that the preponderance of evidence provided supports the city's billings for water and sewer usage at Forest Point Apartment Homes.
 - Account has routinely been in arrears during 2015
 - Meter was replaced in FEB 2015
 - Usage for the time the account has been in arrears appears to be normal
 - TWU personnel has been conducting additional meter readings to ensure new meter is working properly

Recommendation Con't

- City Council recognize the city ordinances as the prevailing doctrine concerning the method of metering, charging, and collecting revenue for the city's water and sewer utility services.
 - City staff has attempted, in good faith, to follow all applicable ordinances.
 - City staff has given due consideration to the negative impact or unintended consequences related to the city residents who are tenants of the customer.
 - City staff has attempted to assure the customer that the city's billings fairly document the customer's water/sewer usage.

Recommendation Con't

- City Council find that the customer is bound contractually to pay for services as billed or adjusted appropriately by policy as stated in the city's ordinances.
 - That all new utility billings are to be paid in full when due.
 - That the arrears amount shall be paid in full within 90 days without additional interest or service charges or a payment plan entered into as approved by the city manager which may include interest or service charges.
 - Failure to make either payment timely will result in the appropriate notice of utility shutoff.

Date	Jour Code	Description	Amount	Sales	Late Payment	Service Charge	Adjustment	Payment	Balance
12/21/2009	BJ	REGULAR BILLING	\$ 6,698.47	\$6,698.47					\$6,698.47
1/8/2010	CR	PAYMENT APPLIED	\$ (6,698.47)					-\$6,698.47	\$0.00
1/8/2010	LP	LATE PAYMENT	\$ 669.84		\$669.84				\$669.84
1/21/2010	BJ	REGULAR BILLING	\$ 6,056.68	\$6,056.68					\$6,726.52
2/1/2010	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$6,746.52
2/4/2010	EC	NON PAY SC REVERSAL	\$ (20.00)			-\$20.00			\$6,726.52
2/8/2010	CR	PAYMENT APPLIED	\$ (6,726.52)					-\$6,726.52	\$0.00
2/22/2010	BJ	REGULAR BILLING	\$ 6,486.40	\$6,486.40					\$6,486.40
3/4/2010	CR	PAYMENT APPLIED	\$ (6,486.40)					-\$6,486.40	\$0.00
3/19/2010	BJ	REGULAR BILLING	\$ 5,178.87	\$5,178.87					\$5,178.87
4/6/2010	CR	PAYMENT APPLIED	\$ (5,178.87)					-\$5,178.87	\$0.00
4/21/2010	BJ	REGULAR BILLING	\$ 6,418.33	\$6,418.33					\$6,418.33
5/7/2010	CR	PAYMENT APPLIED	\$ (6,418.33)					-\$6,418.33	\$0.00
5/21/2010	BJ	REGULAR BILLING	\$ 6,059.53	\$6,059.53					\$6,059.53
6/7/2010	CR	PAYMENT APPLIED	\$ (6,059.53)					-\$6,059.53	\$0.00
6/18/2010	BJ	REGULAR BILLING	\$ 5,823.85	\$5,823.85					\$5,823.85
7/6/2010	CR	PAYMENT APPLIED	\$ (5,823.85)					-\$5,823.85	\$0.00
7/20/2010	BJ	REGULAR BILLING	\$ 6,966.69	\$6,966.69					\$6,966.69
8/10/2010	CR	PAYMENT APPLIED	\$ (6,966.69)					-\$6,966.69	\$0.00
8/19/2010	BJ	REGULAR BILLING	\$ 6,405.71	\$6,405.71					\$6,405.71
9/9/2010	CR	PAYMENT APPLIED	\$ (6,405.71)					-\$6,405.71	\$0.00
9/10/2010	CR	PAYMENT APPLIED	\$ (6,405.71)					-\$6,405.71	-\$6,405.71
9/21/2010	BJ	REGULAR BILLING	\$ 7,542.32	\$7,542.32					\$1,136.61
9/24/2010	CR	PAYMENT APPLIED	\$ -					\$0.00	\$1,136.61
10/6/2010	CR	PAYMENT APPLIED	\$ (1,136.61)					-\$1,136.61	\$0.00
10/21/2010	BJ	REGULAR BILLING	\$ 7,803.75	\$7,803.75					\$7,803.75
11/8/2010	CR	PAYMENT APPLIED	\$ (7,803.75)					-\$7,803.75	\$0.00
11/19/2010	BJ	REGULAR BILLING	\$ 8,323.23	\$8,323.23					\$8,323.23
12/9/2010	LP	LATE PAYMENT	\$ 832.33		\$832.33				\$9,155.56
12/13/2010	CR	PAYMENT APPLIED	\$ (8,323.23)					-\$8,323.23	\$832.33
12/21/2010	BJ	REGULAR BILLING	\$ 6,039.73	\$6,039.73					\$6,872.06
12/21/2010	EC	PENALTY REVERSED	\$ (832.33)			-\$832.33			\$6,039.73
1/7/2011	CR	PAYMENT APPLIED	\$ (6,039.73)					-\$6,039.73	\$0.00
1/20/2011	BJ	REGULAR BILLING	\$ 7,047.58	\$7,047.58					\$7,047.58
2/8/2011	EC	BILLING ADJUSTMENT	\$ (557.26)			-\$557.26			\$6,490.32
2/9/2011	CR	PAYMENT APPLIED	\$ (6,490.32)					-\$6,490.32	\$0.00
2/21/2011	BJ	REGULAR BILLING	\$ 6,071.92	\$6,071.92					\$6,071.92
3/4/2011	CR	PAYMENT APPLIED	\$ (6,071.92)					-\$6,071.92	\$0.00
3/21/2011	BJ	REGULAR BILLING	\$ 5,683.98	\$5,683.98					\$5,683.98
4/7/2011	CR	PAYMENT APPLIED	\$ (5,683.98)					-\$5,683.98	\$0.00
4/21/2011	BJ	REGULAR BILLING	\$ 6,329.43	\$6,329.43					\$6,329.43
5/9/2011	CR	PAYMENT APPLIED	\$ (6,329.43)					-\$6,329.43	\$0.00
5/19/2011	BJ	REGULAR BILLING	\$ 5,454.20	\$5,454.20					\$5,454.20
6/8/2011	CR	PAYMENT APPLIED	\$ (5,454.20)					-\$5,454.20	\$0.00
6/22/2011	BJ	REGULAR BILLING	\$ 7,121.74	\$7,121.74					\$7,121.74
7/8/2011	CR	PAYMENT APPLIED	\$ (7,121.74)					-\$7,121.74	\$0.00
7/8/2011	LP	LATE PAYMENT	\$ 712.17		\$712.17				\$712.17
7/21/2011	BJ	REGULAR BILLING	\$ 6,264.82	\$6,264.82					\$6,976.99
8/8/2011	CR	PAYMENT APPLIED	\$ (6,264.82)					-\$6,264.82	\$712.17
8/9/2011	LP	LATE PAYMENT	\$ 71.22		\$71.22				\$783.39
8/19/2011	BJ	REGULAR BILLING	\$ 6,780.24	\$6,780.24					\$7,563.63
9/8/2011	CR	PAYMENT APPLIED	\$ (7,458.26)					-\$7,458.26	\$105.37
9/9/2011	LP	LATE PAYMENT	\$ 10.54		\$10.54				\$115.91
9/21/2011	BJ	REGULAR BILLING	\$ 6,040.88	\$6,040.88					\$6,156.79
9/22/2011	CR	PAYMENT APPLIED	\$ (115.91)					-\$115.91	\$6,040.88
10/7/2011	CR	PAYMENT APPLIED	\$ (6,040.88)					-\$6,040.88	\$0.00
10/20/2011	AJ	REGULAR BILLING	\$ 6,409.71				\$6,409.71		\$6,409.71
10/20/2011	AJ	BILLING ADJUSTMENT	\$ (12,796.53)				-\$12,796.53		-\$6,386.82
10/20/2011	BJ	REGULAR BILLING	\$ 12,796.53	\$12,796.53					\$6,409.71
11/7/2011	CR	PAYMENT APPLIED	\$ (6,409.71)					-\$6,409.71	\$0.00
11/18/2011	BJ	REGULAR BILLING	\$ 5,567.43	\$5,567.43					\$5,567.43
12/8/2011	CR	PAYMENT APPLIED	\$ (5,567.43)					-\$5,567.43	\$0.00
12/21/2011	BJ	REGULAR BILLING	\$ 6,525.44	\$6,525.44					\$6,525.44
1/9/2012	CR	PAYMENT APPLIED	\$ (6,525.44)					-\$6,525.44	\$0.00
1/19/2012	BJ	REGULAR BILLING	\$ 5,743.99	\$5,743.99					\$5,743.99
2/9/2012	CR	PAYMENT APPLIED	\$ (5,743.99)					-\$5,743.99	\$0.00
2/21/2012	BJ	REGULAR BILLING	\$ 6,629.73	\$6,629.73					\$6,629.73
3/7/2012	CR	PAYMENT APPLIED	\$ (6,629.73)					-\$6,629.73	\$0.00
3/20/2012	BJ	REGULAR BILLING	\$ 5,758.10	\$5,758.10					\$5,758.10
4/10/2012	CR	PAYMENT APPLIED	\$ (5,758.10)					-\$5,758.10	\$0.00

Attachment: 2015-140 ATTH 02 Account Payment and Collection Record (1416 : 2015-140 RES Directing Settlement of Utility Billing Dispute)

Date	Jour Code	Description	Amount	Sales	Late Payment	Service Charge	Adjustment	Payment	Balance
4/19/2012	BJ	REGULAR BILLING	\$ 6,174.39	\$6,174.39					\$6,174.39
5/4/2012	CR	PAYMENT APPLIED	\$ (6,174.39)					-\$6,174.39	\$0.00
5/21/2012	BJ	REGULAR BILLING	\$ 6,032.35	\$6,032.35					\$6,032.35
6/6/2012	CR	PAYMENT APPLIED	\$ (6,032.35)					-\$6,032.35	\$0.00
6/20/2012	BJ	REGULAR BILLING	\$ 6,010.25	\$6,010.25					\$6,010.25
7/9/2012	CR	PAYMENT APPLIED	\$ (6,010.25)					-\$6,010.25	\$0.00
7/19/2012	BJ	REGULAR BILLING	\$ 5,585.88	\$5,585.88					\$5,585.88
8/7/2012	CR	PAYMENT APPLIED	\$ (5,585.88)					-\$5,585.88	\$0.00
8/20/2012	BJ	REGULAR BILLING	\$ 6,382.27	\$6,382.27					\$6,382.27
9/7/2012	CR	PAYMENT APPLIED	\$ (6,382.57)					-\$6,382.57	-\$0.30
9/21/2012	BJ	REGULAR BILLING	\$ 5,262.96	\$5,262.96					\$5,262.66
10/8/2012	CR	PAYMENT APPLIED	\$ (5,262.66)					-\$5,262.66	\$0.00
10/19/2012	BJ	REGULAR BILLING	\$ 4,158.70	\$4,158.70					\$4,158.70
11/5/2012	CR	PAYMENT APPLIED	\$ (4,158.70)					-\$4,158.70	\$0.00
11/20/2012	BJ	REGULAR BILLING	\$ 4,393.28	\$4,393.28					\$4,393.28
12/6/2012	CR	PAYMENT APPLIED	\$ (4,383.28)					-\$4,383.28	\$10.00
12/10/2012	LP	LATE PAYMENT	\$ 1.00		\$1.00				\$11.00
12/19/2012	BJ	REGULAR BILLING	\$ 3,317.30	\$3,317.30					\$3,328.30
1/7/2013	LP	LATE PAYMENT	\$ 1.10		\$1.10				\$3,329.40
1/7/2013	CR	PAYMENT APPLIED	\$ (3,317.30)					-\$3,317.30	\$12.10
1/18/2013	BJ	REGULAR BILLING	\$ 3,162.80	\$3,162.80					\$3,174.90
2/7/2013	CR	PAYMENT APPLIED	\$ (3,174.90)					-\$3,174.90	\$0.00
2/21/2013	BJ	REGULAR BILLING	\$ 3,507.14	\$3,507.14					\$3,507.14
3/4/2013	CR	PAYMENT APPLIED	\$ (3,507.14)					-\$3,507.14	\$0.00
3/21/2013	BJ	REGULAR BILLING	\$ 3,597.31	\$3,597.31					\$3,597.31
4/5/2013	CR	PAYMENT APPLIED	\$ (3,597.31)					-\$3,597.31	\$0.00
4/19/2013	BJ	REGULAR BILLING	\$ 3,604.09	\$3,604.09					\$3,604.09
5/6/2013	CR	PAYMENT APPLIED	\$ (3,604.09)					-\$3,604.09	\$0.00
5/21/2013	BJ	REGULAR BILLING	\$ 3,996.66	\$3,996.66					\$3,996.66
6/5/2013	CR	PAYMENT APPLIED	\$ (3,996.66)					-\$3,996.66	\$0.00
6/20/2013	BJ	REGULAR BILLING	\$ 4,105.14	\$4,105.14					\$4,105.14
7/5/2013	CR	PAYMENT APPLIED	\$ (4,105.14)					-\$4,105.14	\$0.00
7/19/2013	BJ	REGULAR BILLING	\$ 4,432.61	\$4,432.61					\$4,432.61
8/5/2013	CR	PAYMENT APPLIED	\$ (4,432.61)					-\$4,432.61	\$0.00
8/21/2013	BJ	REGULAR BILLING	\$ 5,650.98	\$5,650.98					\$5,650.98
9/4/2013	CR	PAYMENT APPLIED	\$ (5,650.98)					-\$5,650.98	\$0.00
9/20/2013	BJ	REGULAR BILLING	\$ 5,231.97	\$5,231.97					\$5,231.97
10/4/2013	CR	PAYMENT APPLIED	\$ (5,231.97)					-\$5,231.97	\$0.00
10/21/2013	BJ	REGULAR BILLING	\$ 5,775.05	\$5,775.05					\$5,775.05
11/6/2013	CR	PAYMENT APPLIED	\$ (5,775.05)					-\$5,775.05	\$0.00
11/21/2013	BJ	REGULAR BILLING	\$ 5,069.25	\$5,069.25					\$5,069.25
12/9/2013	CR	PAYMENT APPLIED	\$ (5,069.25)					-\$5,069.25	\$0.00
12/19/2013	BJ	REGULAR BILLING	\$ 4,318.70	\$4,318.70					\$4,318.70
1/6/2014	CR	PAYMENT APPLIED	\$ (4,318.70)					-\$4,318.70	\$0.00
1/22/2014	BJ	REGULAR BILLING	\$ 5,034.00	\$5,034.00					\$5,034.00
2/7/2014	CR	PAYMENT APPLIED	\$ (5,034.00)					-\$5,034.00	\$0.00
2/21/2014	BJ	REGULAR BILLING	\$ 5,269.94	\$5,269.94					\$5,269.94
3/7/2014	CR	PAYMENT APPLIED	\$ (5,269.24)					-\$5,269.24	\$0.70
3/21/2014	BJ	REGULAR BILLING	\$ 5,216.88	\$5,216.88					\$5,217.58
4/7/2014	CR	PAYMENT APPLIED	\$ (5,216.88)					-\$5,216.88	\$0.70
4/21/2014	BJ	REGULAR BILLING	\$ 7,013.20	\$7,013.20					\$7,013.90
5/7/2014	CR	PAYMENT APPLIED	\$ (7,013.90)					-\$7,013.90	\$0.00
5/21/2014	BJ	REGULAR BILLING	\$ 6,392.84	\$6,392.84					\$6,392.84
6/9/2014	LP	LATE PAYMENT	\$ 639.29		\$639.29				\$7,032.13
6/20/2014	BJ	REGULAR BILLING	\$ 6,110.11	\$6,110.11					\$13,142.24
6/26/2014	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$13,162.24
7/3/2014	CR	PAYMENT APPLIED	\$ (7,052.13)					-\$7,052.13	\$6,110.11
7/3/2014	EC	PENALTY REVERSED	\$ (639.29)			-\$639.29			\$5,470.82
7/8/2014	CR	PAYMENT APPLIED	\$ (6,110.11)					-\$6,110.11	-\$639.29
7/21/2014	BJ	REGULAR BILLING	\$ 6,704.03	\$6,704.03					\$6,064.74
8/5/2014	CR	PAYMENT APPLIED	\$ (6,064.74)					-\$6,064.74	\$0.00
8/21/2014	BJ	REGULAR BILLING	\$ 6,390.11	\$6,390.11					\$6,390.11
9/8/2014	CR	PAYMENT APPLIED	\$ (6,390.11)					-\$6,390.11	\$0.00
9/19/2014	BJ	REGULAR BILLING	\$ 6,500.63	\$6,500.63					\$6,500.63
10/7/2014	LP	LATE PAYMENT	\$ 650.07		\$650.07				\$7,150.70
10/13/2014	CR	PAYMENT APPLIED	\$ (7,150.70)					-\$7,150.70	\$0.00
10/21/2014	BJ	REGULAR BILLING	\$ 7,181.35	\$7,181.35					\$7,181.35
11/7/2014	CR	PAYMENT APPLIED	\$ (7,181.35)					-\$7,181.35	\$0.00
11/20/2014	BJ	REGULAR BILLING	\$ 6,442.33	\$6,442.33					\$6,442.33
12/5/2014	CR	PAYMENT APPLIED	\$ (6,442.33)					-\$6,442.33	\$0.00

Attachment: 2015-140 ATTH 02 Account Payment and Collection Record (1416 : 2015-140 RES Directing Settlement of Utility Billing Dispute)

Date	Jour Code	Description	Amount	Sales	Late Payment	Service Charge	Adjustment	Payment	Balance
12/22/2014	BJ	REGULAR BILLING	\$ 3,741.86	\$3,741.86					\$3,741.86
1/6/2015	CR	PAYMENT APPLIED	\$ (3,741.86)					-\$3,741.86	\$0.00
1/21/2015	BJ	REGULAR BILLING	\$ 3,961.68	\$3,961.68					\$3,961.68
1/30/2015	EC	TX REFUSE ADJ-H#6	\$ (285.22)			-\$285.22			\$3,676.46
2/10/2015	LP	LATE PAYMENT	\$ 367.65		\$367.65				\$4,044.11
2/20/2015	BJ	REGULAR BILLING	\$ 3,967.14	\$3,967.14					\$8,011.25
2/26/2015	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$8,031.25
3/2/2015	CR	PAYMENT APPLIED	\$ (3,961.68)					-\$3,961.68	\$4,069.57
3/10/2015	LP	LATE PAYMENT	\$ 396.71		\$396.71				\$4,466.28
3/20/2015	BJ	REGULAR BILLING	\$ 5,820.53	\$5,820.53					\$10,286.81
3/23/2015	CR	PAYMENT APPLIED	\$ (3,741.86)					-\$3,741.86	\$6,544.95
3/26/2015	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$6,564.95
3/27/2015	EC	NON PAY SC REVERSAL	\$ (20.00)			-\$20.00			\$6,544.95
4/8/2015	LP	LATE PAYMENT	\$ 582.05		\$582.05				\$7,127.00
4/9/2015	CR	PAYMENT APPLIED	\$ (3,741.86)					-\$3,741.86	\$3,385.14
4/21/2015	BJ	REGULAR BILLING	\$ 6,547.29	\$6,547.29					\$9,932.43
4/30/2015	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$9,952.43
5/8/2015	LP	LATE PAYMENT	\$ 619.06		\$619.06				\$10,571.49
5/8/2015	CR	PAYMENT APPLIED	\$ (3,741.86)					-\$3,741.86	\$6,829.63
5/21/2015	BJ	REGULAR BILLING	\$ 5,409.10	\$5,409.10					\$12,238.73
5/28/2015	EC	NON PAY SERVICE CHARGE	\$ 20.00			\$20.00			\$12,258.73
6/3/2015	CR	PAYMENT APPLIED	\$ (3,741.86)					-\$3,741.86	\$8,516.87
6/8/2015	LP	LATE PAYMENT	\$ 540.91		\$540.91				\$9,057.78
6/19/2015	BJ	REGULAR BILLING	\$ 5,381.98	\$5,381.98					\$14,439.76
7/9/2015	CR	PAYMENT APPLIED	\$ (3,800.00)					-\$3,800.00	\$10,639.76
7/9/2015	LP	LATE PAYMENT	\$ 538.20		\$538.20				\$11,177.96
7/21/2015	BJ	REGULAR BILLING	\$ 6,603.05	\$6,603.05					\$17,781.01
8/5/2015	CR	PAYMENT APPLIED	\$ (3,800.00)					-\$3,800.00	\$13,981.01
8/10/2015	LP	LATE PAYMENT	\$ 660.31		\$660.31				\$14,641.32
8/24/2015	BJ	REGULAR BILLING	\$ 5,834.20	\$5,834.20					\$20,475.52
8/27/2015	EC	TX NON PAY SERVICE CHARG	\$ 35.00			\$35.00			\$20,510.52
9/10/2015	LP	LATE PAYMENT	\$ 583.42		\$583.42				\$21,093.94
9/10/2015	CR	PAYMENT APPLIED	\$ (4,000.00)					-\$4,000.00	\$17,093.94
9/24/2015	EC	TX NON PAY SERVICE CHARG	\$ 35.00			\$35.00			\$17,128.94
9/25/2015	BJ	REGULAR BILLING	\$ 5,055.86	\$5,055.86					\$22,184.80
9/25/2015	AJ	BILLING ADJUSTMENT	\$ (5,055.86)				-\$5,055.86		\$17,128.94
9/25/2015	BJ	REGULAR BILLING	\$ 5,055.86	\$5,055.86					\$22,184.80
10/9/2015	LP	LATE PAYMENT	\$ 505.58		\$505.58				\$22,690.38
10/22/2015	BJ	REGULAR BILLING	\$ 5,364.10	\$5,364.10					\$28,054.48
11/10/2015	LP	LATE PAYMENT	\$ 536.41		\$536.41				\$28,590.89
11/12/2015	CR	PAYMENT APPLIED	\$ (4,000.00)					-\$4,000.00	\$24,590.89
11/23/2015	BJ	REGULAR BILLING	\$ 5,632.77	\$5,632.77					\$30,223.66
11/29/2015	EC	TX NON PAY SERVICE CHARG	\$ 35.00			\$35.00			\$30,258.66
Totals				\$422,019.49	\$8,917.86	-\$2,129.10	-\$11,442.68	-\$387,106.91	\$30,258.66

Attachment: 2015-140 ATTH 02 Account Payment and Collection Record (1416 : 2015-140 RES Directing Settlement of Utility Billing Dispute)

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:

City of Texarkana, Texas

Version: D

Update Date: 1/11/2016 3:44 PM

Briefing Sheet

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

Subject: city.

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

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

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

Potential Options:

- None
-

Fiscal Implications:

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

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

Attachments

- 2015-120 RES Establishing Chapter 380 Economic Development Program (DOC)
- 2015-120 RES Goals & Perspectives (DOCX)
- 2015-120 ATT 1-Example Funds analysis Chapter 380 (PDF)

City of Texarkana, Texas

- d. 2015-120 ATT 2- Example Funds analysis Chapter 380 (PDF)
- e. 2015-120 RES EXH-1 Chapter 380 Program Guidelines 8 Dec 2015 (JCL)(PDF)

Staff Coordination

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

Meeting History

11/23/15 City Council MOVED FORWARD Next: 12/14/15

RESOLUTION NO. 2015-120

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

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

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

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

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

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 25th day of January, 2016.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

City of Texarkana

Chapter 380 Agreement-Tax Rebate at 100%

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

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

Assumption

Reversion of Bowie County Tax Rate after 2015

No changes made to property tax rate

City of Texarkana - Bowie County

Chapter 380 Agreement-Tax Rebate with declining percentage

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

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

Additional Assumption

Reversion of Bowie County Tax Rate after 2015

No changes made to property tax rate

No assumptions made for equipment or inventory

City of Texarkana, Texas
Chapter 380 Program Requirements

Preamble

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

Policy Statement

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

Effective Date and Duration

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

Section 1. Definitions.

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

- 1.7 “Deferred Maintenance Improvements” means improvements necessary for continued operation that either do not improve productivity or do not alter the process technology.
- 1.8 “Eligible Project” means Eligible Property, Exceptional Project, Existing Facility, Expanded Facility, Facility Modernization, or New Facility which, as a direct result of granting a Business Incentive, is reasonably likely to cause (1) the retention or expansion of primary employment, (2) an increase in the City's property tax base, or (3) the attraction of a major investment that would contribute to new economic development within the City.
- 1.9 “Eligible Property” means buildings, structures, fixed machinery and equipment, site improvements, or related fixed improvements, made or added subsequent to and specified in an Agreement. “Eligible Property” does not include “Ineligible Property”.
- 1.10 “Exceptional Project” means a project that makes use of an underutilized asset, diversifies the local economic base, creates leverage with local economic interests, expands the local market for a good or service, or is located in a designated redevelopment or historical area or neighborhood.
- 1.11 “Expanded Facility” means the addition of buildings, structures, machinery, equipment or payroll to an Existing Facility for purposes of increasing production capacity.
- 1.12 “Existing Facility” means property improvements completed or in the process of construction which together comprise an integral whole.
- 1.13 “Facility Modernization” means replacing or upgrading an Existing Facility, through one or more combinations of construction, alteration, or installation of buildings, structures, machinery, or equipment, which increases the productive input or output, updates the technology, or substantially lowers the unit cost of an operation.
- 1.14 “Force Majeure” means an event, circumstance, or act of a third party that is beyond the control of either the City or the Business Incentive Prospect (e.g., “acts of God” as recognized by law; an act of the public enemy; an act of a government entity; acts of war; compliance with laws or regulations; strikes or other labor disturbances; hurricanes; earthquakes; fires; floods; epidemics; embargoes; war; and riots).
- 1.15 “Ineligible Property” means land, inventories, housing, supplies, tools, furnishings, other personal property, Deferred Maintenance Improvements, and property which has a Productive Life of less than ten (10) years.
- 1.16 “Leased Property” means the property associated with or related to an Eligible Project which is offered or intended to be offered for lease.
- 1.17 “New Facility” means a property previously undeveloped which is placed into service by means other than or in conjunction with an Expanded Facility or Facility Modernization.

- 1.18 “Non-appropriations Event” means a lack of sufficient funding or revenue, funds becoming unavailable, no funds appropriated by the City, or insufficient funds appropriated by the City, for any Business Incentive due under the Agreement or any other performance of City obligations under the Agreement.
- 1.19 “Productive Life” means the number of years a property improvement is expected to be in service.

Section 2. Limited Availability, Exclusions, and Threshold Prerequisites

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

- 2.3.3.1 The project value, including land, construction and fixed improvements, totals at least \$10,000,000 for new Construction or at least \$5,000,000 for an Existing Facility;
- 2.3.3.2 The City deems the project an Exceptional Project;
- 2.3.3.3 The project contributes to the retention or expansion of employment;
- 2.3.3.4 The project contributes substantially to redevelopment efforts as opposed to merely transferring employment from one business in the City to another;
- 2.3.3.5 At least fifty (50) jobs will be created or retained that meet or exceed the per capita income level in the Texarkana MSA.
- 2.3.3.6 At least \$5,000,000 in annual payroll will be paid by the project; or
- 2.3.3.7 At least \$400,000 in local sales taxes are to be directly generated by the project.

Section 3. Application Guidelines and Evaluation.

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

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

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

the information; the City obtained the information from a source independent of the Business Incentive Prospect; or an opinion of the Attorney General of the State of Texas or court order requires disclosure.

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

similar project for a calendar year from the date of the council meeting at which the motion to approve failed.

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

3.4.4.1 The Business Incentive Prospect has provided all necessary information and documentation to the City for implementation of the Business Incentive and preparation of the Agreement; and

3.4.4.2 The Agreement contains, to the satisfaction of the City Manager and City Attorney, the required provisions set forth in Section 4 and any other provisions required by City ordinance, state and federal law, and the resolution of the City Council authorizing the Agreement.

Section 4. Required Agreement Provisions.

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

4.1 Business Incentive specific provisions

4.1.1 The type and value of the Business Incentive, deducting general fees set by the City Council for City functions involved with the proposed project, and deducting City costs and expenses specific to the proposed project.

4.1.2 The Business Incentive Period, including provisions for City recovery of any Business Incentive, as applicable, in the event the Business Incentive Prospect relocates, sells, closes, or discontinues the business relating to the proposed project (examples including the Business Incentive Prospect bearing responsibility for payment of any remaining balance of a loan or execution of a promissory note with sufficient security for such balance).

4.1.3 The proposed project and intended use of project features (including such particulars, as applicable, identifying the nature of construction and project improvements, time schedule for construction and completion, City remedies for project delay, size of investment and average number of new jobs specific to the proposed project, and description and map of affected property).

4.1.4 For an Agreement involving Leased Property, the lessor(s) and lessee(s) shall sign the Agreement and shall each agree to joint and several responsibility for compliance with the Agreement.

4.1.5 Reasonable access by City to the areas of the proposed project and access to current financial documentation to evaluate performance of the Agreement.

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

- 4.1.14 City, through its designated agents or auditors, shall have the right at all reasonable times to audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at City's expense, the books, records, accounts and tax returns of Business Incentive Prospect to ensure compliance with the terms of the Agreement.
- 4.1.15 Other provisions specific to the proposed project and Business Incentive as deemed necessary by the City Manager and City Attorney.
- 4.2 Restrictions on assignment
- 4.2.1 Assignment shall only be authorized by a new resolution of the City Council.
- 4.2.2 Prospective Assignee must submit audited financial documentation proving financial capacity and capability to perform Agreement.
- 4.2.3 No proposed assignment shall be submitted to the City Council for consideration if any party to the Agreement or a proposed assignee is delinquent on paying any obligation to any third party.
- 4.3 Termination and Default provisions
- 4.3.1 Grounds for termination of the Agreement and a reasonable period for the Business Incentive Prospect to cure a default or breach of the Agreement.
- 4.3.2 Termination of the Agreement in the event of Force Majeure.
- 4.3.3 Suspension of Business Incentive during any cure period, dispute resolution period, or Force Majeure.
- 4.3.4 City recapture or recovery of Business Incentive with interest as provided under Chapter 2264 of the Texas Government Code in the event of the Business Incentive Prospect's default or breach of the Agreement, violation of state or federal law, or delinquency on payment of ad valorem taxes owed to City.
- 4.4 Insurance provisions
- 4.4.1 Throughout the term of the Agreement, the Business Incentive Prospect shall, at its expense, maintain in full force and effect the following insurance:
- | | |
|-----------------------|---------------------------------------|
| Type of Insurance | Amount |
| Worker's Compensation | as required by law |
| Commercial General | \$1,000,000 Each Accident/Occurrence. |

Builder's risk insurance	in the amount of the construction values
Liability (Public)	\$1,000,000 Aggregate; \$1,000,000 Products & Completed Operations Aggregate
Owner's Protective	\$600,000 per occurrence
Liability Insurance	\$1,000,000 aggregate
Excess/Umbrella Liability	\$10,000,000 per occurrence w/drop-down coverage
Automobile Liability	\$1,000,000 Combined single limit per occurrence
Environmental Insurance	\$1,000,000

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

- 4.4.4.1 name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance;
- 4.4.4.2 provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal or material change of the insurance; and
- 4.4.4.3 provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

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

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

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

4.5 Dispute resolution provisions

4.5.1 Initial resolution process requiring the party raising a dispute to provide written notice to the other party with sufficient detail describing the provision of the

Agreement alleged to be breached, the underlying facts of the dispute, a proposed solution consistent with the terms of the Agreement, and the relief sought.

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

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

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

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

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

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

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

4.9 General Provisions:

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

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

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

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

City of Texarkana, Texas

Version: F

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

Briefing Sheet

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

Subject: SIX THOUSAND EIGHT HUNDRED DOLLARS (\$46,800).

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

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**(Insert Date Here):(Insert Text Here) or Select, Delete this and all text with parentheses and say "NOT APPLICABLE"**Executive Summary and Background Information:**

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

Potential Options:

- "
-

Fiscal Implications:

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

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

Internal review committee considered the application.

Board/Committee Recommendation:

Approved

Advisory Board/Committee Meeting Date and Minutes:

22 Sept 2015

City of Texarkana, Texas

Attachments

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

Staff Coordination

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

Meeting History

11/23/15 City Council MOVED FORWARD Next: 12/14/15

RESOLUTION NO. 2015-121

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

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

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ 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:

2015-121 Resolution of the City Council of Texarkana, TX
Briefing Sheet

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

Narrative:
Ocean Canyon Properties

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

City of Texarkana, Texas

Version:

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

Briefing Sheet

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

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

NOT APPLICABLE

Executive Summary and Background Information:

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

Potential Options:

- Approve as presented.
-

Fiscal Implications:

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

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2015-125 RES BCAD 2015 Tax Rolls (DOC)
- 2015-125 EXH A (PDF)
- 2015-125 RES Goals & Perspectives (DOCX)
- 2015-125 RES Approving BCAD 2015 Tax Rolls signed (PDF)

City of Texarkana, Texas

Staff Coordination

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

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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RESOLUTION NO. 2015-125

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

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

WHEREAS, it is recommended by the Finance Department that the 2015 Tax Rolls for the City of Texarkana, Texas be approved as presented.

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

SECTION 1: That the 2015 Tax Rolls for the City of Texarkana, Texas as prepared and presented by the Bowie Central Appraisal District are hereby approved. Copies of the City of Texarkana, Texas 2015 Tax Rolls are attached hereto and incorporated herein as Exhibit "A".

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2015-125 RES BCAD 2015 Tax Rolls (1399 : 2015-125 RES Approving BCAD 2015 Tax Rolls)

CITY OF TEXARKKANA

2015 TAX ROLL

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

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER JEAN MATLOCK

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRIAN MATTHEWS

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE _____ DAY OF _____

2015

CITY OF TEXARKKANA T1

2015 TAX ROLL

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

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER BRIAN MATTHEWS

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRAD CASTEEL

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE _____ DAY OF _____

2015

CITY OF TEXARKKANA T2

2015 TAX ROLL

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

COUNCIL MEMBERS :

MAYOR , BOB BRUGGEMAN

MEMBER BRAD CASTEEL

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRIAN MATTHEWS

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE _____ DAY OF _____

2015

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015-125

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

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

WHEREAS, it is recommended by the Finance Department that the 2015 Tax Rolls for the City of Texarkana, Texas be approved as presented.

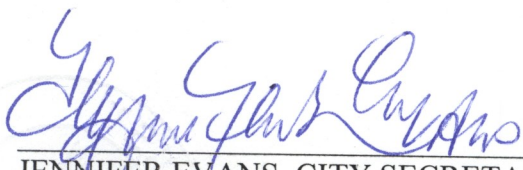
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

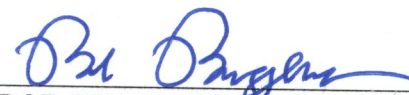
SECTION 1: That the 2015 Tax Rolls for the City of Texarkana, Texas as prepared and presented by the Bowie Central Appraisal District are hereby approved. Copies of the City of Texarkana, Texas 2015 Tax Rolls are attached hereto and incorporated herein as Exhibit "A".

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:11 p.m.

Attachment: 2015-125 RES Approving BCAD 2015 Tax Rolls signed (1399 : 2015-125 RES Approving BCAD 2015 Tax Rolls)

CITY OF TEXARKKANA

2015 TAX ROLL

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

COUNCIL MEMBERS:

MAYOR, BOB BRUGGEMAN

Bob Bruggeman

MEMBER JEAN MATLOCK

Jean A Matlock

MEMBER MS WILLIE RAY

Willie Ray

MEMBER TINA VEAL GOOCH

Tina Veal Gooch

MEMBER BRIAN MATTHEWS

Brian Matthews

MEMBER JOSH DAVIS

Josh Davis

MEMBER, CHRISTY PADDOCK

ABSENTAPPROVED THE 14th DAY OF DECEMBER 2015

CITY OF TEXARKKANA T1

2015 TAX ROLL

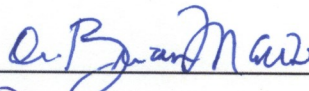
TOTAL TAXABLE VALUE	315,982,377
GROSS TAX LEVY	\$2,114,847.97
LESS TAX ON FROZEN ITEMS	\$17,596.56
PLUS FROZEN TAXES	\$11,393.03
PLUS LATE PENALTY GAIN	\$0.00
TOTAL TAX LEVY	\$2,108,644.44

COUNCIL MEMBERS:

MAYOR, BOB BRUGGEMAN



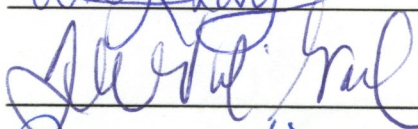
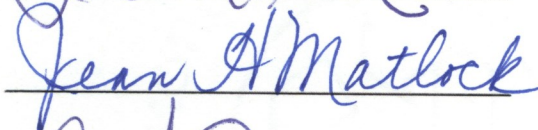
MEMBER BRIAN MATTHEWS



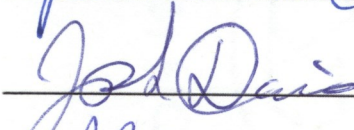
MEMBER MS WILLIE RAY



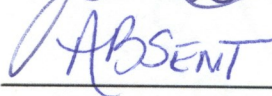
MEMBER TINA VEAL GOOCH

MEMBER ~~BRAD CASTEEL~~ ^{JEAN MATLOCK}

MEMBER JOSH DAVIS



MEMBER, CHRISTY PADDOCK

APPROVED THE 14th DAY OF DECEMBER 2015

CITY OF TEXARKKANA T2

2015 TAX ROLL

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

COUNCIL MEMBERS:

MAYOR, BOB BRUGGEMAN

MEMBER ~~BRAD CASTEEL~~ ^{JEAN MATLOCK}

MEMBER MS WILLIE RAY

MEMBER TINA VEAL GOOCH

MEMBER BRIAN MATTHEWS

MEMBER JOSH DAVIS

MEMBER, CHRISTY PADDOCK

APPROVED THE 14th DAY OFDECEMBER

2015

Bob Bruggeman

Jean Matlock

Willie Ray

Tina Veal Gooch

Brian Matthews

Josh Davis

ABSENT

City of Texarkana, Texas

Briefing Sheet

Version:

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

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

Item Schedule

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

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

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

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

The Comprehensive Plan has designated this as a Retail area.

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

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

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

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

Attachments

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

Staff Coordination

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

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Z-15-14

ORDINANCE NO. 2015-129

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

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

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

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

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

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

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

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

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

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

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

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

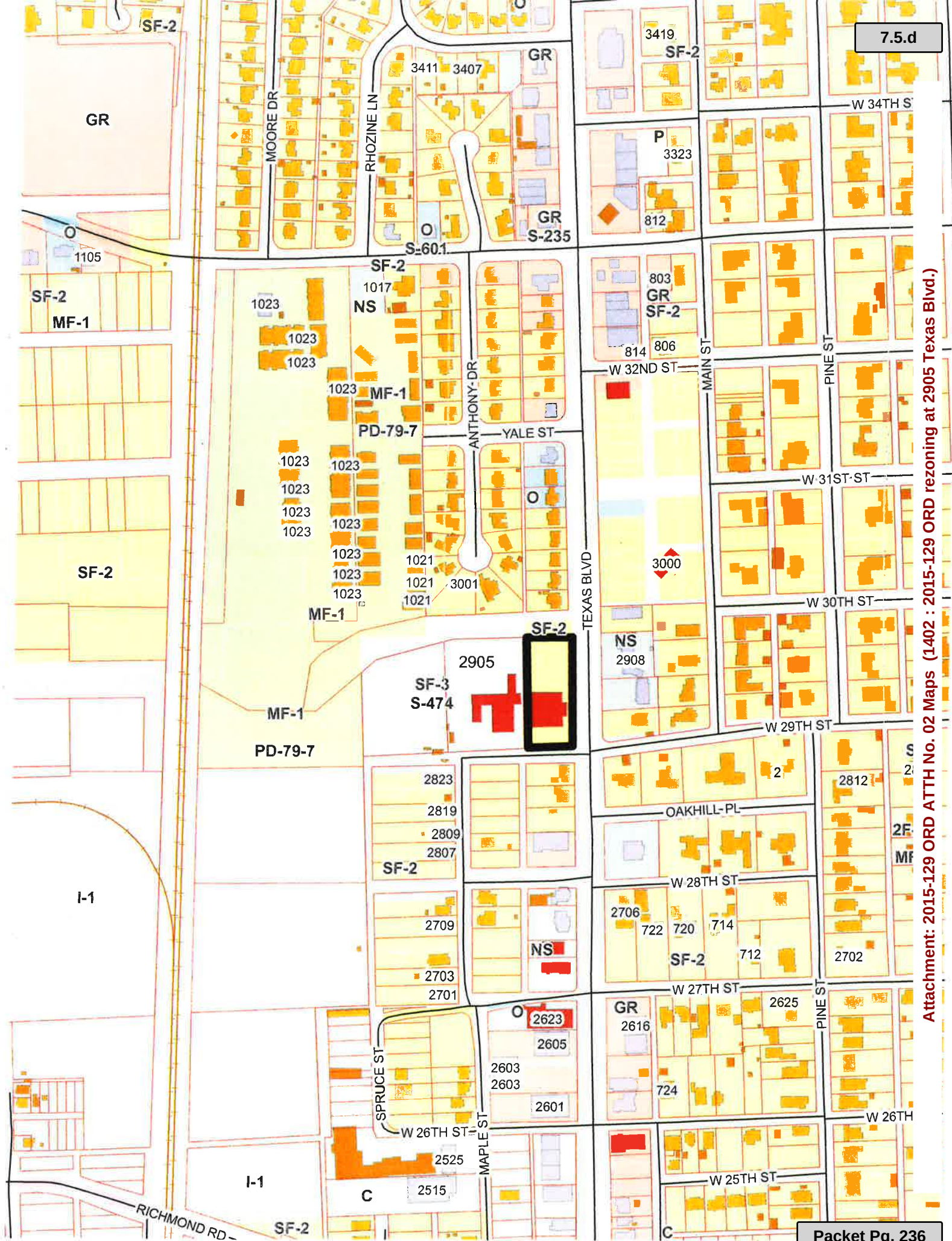
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"

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





City of Texarkana, Texas

Version:

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

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2015-130 granting a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (CEVMS) on an approximate 0.9 acre tract of land located in the M.A. Bassett HRS, A-91, located at 2905 Texas Boulevard. Landmark Pentecostal Church, applicant. Keith Culberson, Whatley Signs, agent.
Briefing: 1/25/2016 **Public Hearing:** 12/14/2015 **Second Briefing:** January 11, 2016 **Council Vote:** 1/25/2016

Item Schedule

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

Updates/History of Briefing:

Not applicable

Executive Summary and Background Information:

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

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

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

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

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

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

Potential Options:

None

City of Texarkana, Texas

Fiscal Implications:

None

Staff Recommendation:

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

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

Attachments

- a. Goals & Perspectives (DOCX)
- b. 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd. (DOCX)
- c. 2015-130 ORD ATTH No. 01 EXH 'A' Prop. sign (PDF)
- d. 2015-130 ORD ATTH No. 02 EXH 'B' (PDF)
- e. 2015-130 ORD ATTH No. 03 Existing signage (PDF)
- f. 2015-130 ORD ATTH No. 04 Maps (PDF)
- g. 2015-130 ATTH 05 Email Support of Request (PDF)
- h. 2015 - 130 ORD ATTH 06 Texas Boulevard CEVMS (PDF)

Staff Coordination

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

City of Texarkana, Texas

City Manager 3:38 PM	John Whitson	City Manager Review Completed	11/19/2015
City Council 6:00 PM	Jennifer Evans	Meeting Completed	11/23/2015

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

ORDINANCE NO. 2015-130

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-661 TO ALLOW A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) ON AN APPROXIMATE 0.9 ACRE TRACT OF LAND IN THE M.A. BASSETT HRS, A-91, LOCATED AT 2905 TEXAS BOULEVARD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance so as to grant a **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** on an approximate 0.9 acre tract of land in the M.A. Bassett HRS, A-91 (**Exhibit “B”**), located at 2905 Texas Boulevard in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted three (3) to two (2) to recommend approval of the application for a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”) with the stipulation that the electronic messaging (CEVMS) portion of the sign be turned off from 10:00 p.m. to 7:00 a.m.** to the City Council of Texarkana, Texas; and

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

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

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

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

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

a.m.

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

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

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

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

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

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

Option 2.B



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

PROPERTY OF WHATLEY SIGN COMPANY - NOT BE DUPLICATED

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

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

Landmark Pentecostal Church

Designed for

Signature of Authorized Representative

Date

WHATLEY
SIGN COMPANY

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

www.whatleysign.com

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

EXHIBIT "B"

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

Attachment: 2015-130 ORD ATTH No. 02 EXH 'B' (1403 : 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd.)

Existing

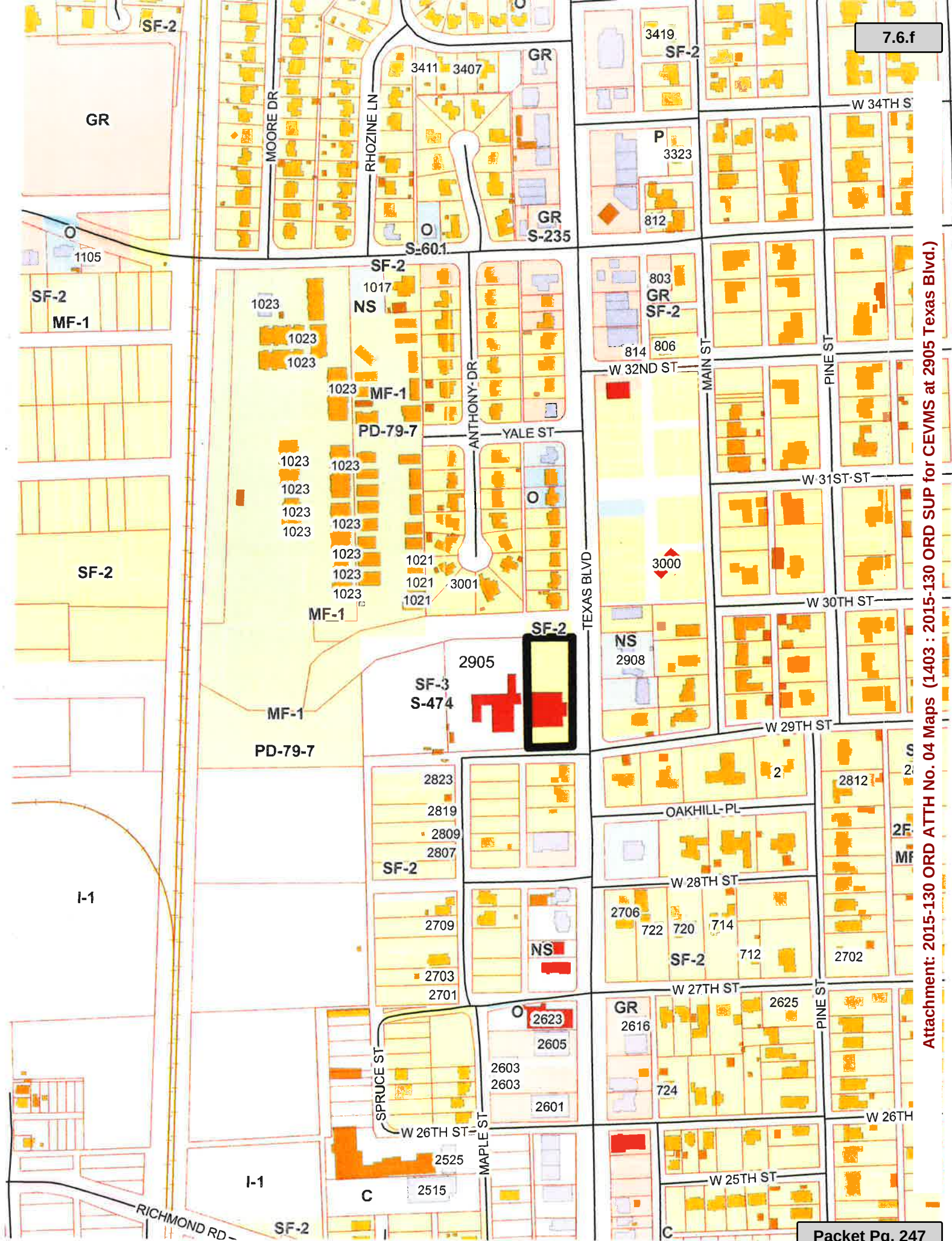
Approx. size of
existing cabinet:
5' H x 10' W

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

Height 19' from
ground to top of
cabinet



SET YOUR
AFFECTIONS ON
THINGS ABOVE
INSTEAD OF EARTH



From: [TEX-Whitson, John](#)
To: [TEX - Council](#)
Cc: [TEX - Cabinet Members](#); [Becky Bell \(bbell@texarkanagazette.com\)](mailto:bbell@texarkanagazette.com)
Subject: FW: City council: Sign for Landmark Pentecostal Church
Date: Friday, January 08, 2016 1:17:59 PM

Dear Mayor and Councilmembers:

The email below was received after the agenda for Monday had been posted. We will certainly add the email to the briefing item for the 25 JAN meeting.

Sincerely,

John A. Whitson, ICMA-CM
 City Manager
 Texarkana, Texas

PO BOX 1967, 75504
 220 TEXAS BLVD, 75501
 903-798-3930, (C) 903-949-7839
<http://www.ci.texarkana.tx.us/>
 City Council Agendas <http://texarkanacitytx.igm2.com/Citizens/Default.aspx>

Email communications through this office may be subject to Texas Public Records laws and may be shared with others.

From: Josh Davis [mailto:joshd@cableone.net]
Sent: Thursday, January 07, 2016 11:20 PM
To: TEX-Whitson, John <John.whitson@txkusa.org>; TEX-Evans, Jennifer <j.evans@txkusa.org>; TEX-Jaster, Shirley <Jaster@txkusa.org>; Jeff Lewis <jlewis@arwhlaw.com>
Subject: Fwd: City council: Sign for Landmark Pentecostal Church

I'm not sure if everyone got this, so I'm forwarding this email before Monday nights meeting.

Josh

Sent from my iPad

Begin forwarded message:

From: Michael Dumdei <mdumdei@gmail.com>
Date: January 7, 2016 at 7:51:10 PM CST
To: joshd@cableone.net
Subject: City council: Sign for Landmark Pentecostal Church

Council Member Josh Davis,

I am a member of Landmark Pentecostal Church and attended the last city council meeting where our sign was one of the agenda items. Having already obtained approval by the Planning and Zoning

Attachment: 2015-130 ATTH 05 Email Support of Request (1403 : 2015-130 ORD SUP for CEVMS at 2905 Texas Blvd.)

commission we had expected approval by city council to be a formality; however, there were some objections raised by one of the council members opposed to us proceeding with our plans. I would like to offer counter-arguments to the issues raised with the hope of obtaining your vote of approval.

1. Allowing electronic signage on Texas Boulevard would result in Texas Boulevard looking like State Line – inferring run down or unkempt looking (I suppose).

Response: I would simply ask you to look at our proposed sign and picture in your mind what State Line would look like if all the signage on it was torn down and replaced with signs such as the one we are proposing. If you are like me, that mental vision looks like a major beautification project. The “Texas Boulevard will look like State Line” analogy is not valid. If we were talking portable marquis, then I would agree, but as it is I would say State Line looks like State Line due to older buildings that have not been kept their best and a prolific number of utility poles. Landmark is a well maintained facility and the sign we are proposing should fit into any plans to keep Texas Boulevard up to date and looking nice.

2. A number of calls have been received by those opposed to electronic signage.

Response: How many calls have you received by those opposed to electronic signage and how does it compare to those in favor? I can tell you there are around 200 regular members of Landmark in favor, and they have somewhere around a million-dollar investment on that section of Texas Boulevard. There were no members of the public at the last meeting opposed and seven or eight that were in favor there. The area the church is located has a park on one side, rental housing going north, and one or two houses to the south. I would say, of those, only one or two houses at the most are close enough to have even a slight concern. Remember too, we have agreed to shut the electronic portion of the sign off at 10:00 pm.

3. The ruling to allow or disallow the sign should not be arbitrary or capricious.

Response: This was mentioned in regard to other organizations (churches actually) having similar signs in similar neighborhoods and to disallow ours would be ok as long as it wasn't arbitrary or capricious (the city wasn't picking on us). I don't think the city is picking on us. It's been a few years back now, but the city did us a huge favor when they finished out the drainage ditch immediately north of us. They cleaned it out, paved it with concrete, and PAID us for an easement. That's not picking on us. That said, it is true that Cross Point Baptist, Williams Memorial, and First Baptist all have these types of signs and are in similar “residential” type areas. There may be others, but these are ones I drive by regularly. The argument that some of these went up prior to them falling within city limits is not totally valid in that, I am fairly certain that some of these were either newly put in or replaced existing electronic signage AFTER they were within the city limits. I suspect the real reason we are facing some opposition has more to do with timing than our particular case. If an ordinance were already in place, then disallowing the sign may be in order, but to disallow based on “we are planning on regulating these” when others have similar signs could be argued to be arbitrary and capricious. Not only that, I think wholesale banning these types of signs is a wrong decision in the first place. Schools, churches, convention centers and similar type organizations have a unique need to post events and electronic signage is the ideal way to achieve the result. They are a modern replacement for the old black letters posted on an illuminated backboard approach. With the zoning commission having already given approval, it is now simply an arbitrary decision of the city council as to whether the sign is approved or not.

Conclusion:

I fully respect the council, it's members, and am a Texarkana fan having lived here the last 40 years. I would really like to have our sign and will still love our city with or without it, but I sure am hoping a majority of you will side with us when it comes time to vote. At Landmark, the business we are engaged in is serving God and ministering the gospel. Whether or not one more person would be reached or not because of a sign is pretty debatable; however, it would enhance our property and the boulevard and we would REALLY like to have it.

Please vote AYE for the Landmark sign!!!

God bless!



Michael Dumdei

Texas Boulevard CEVMS

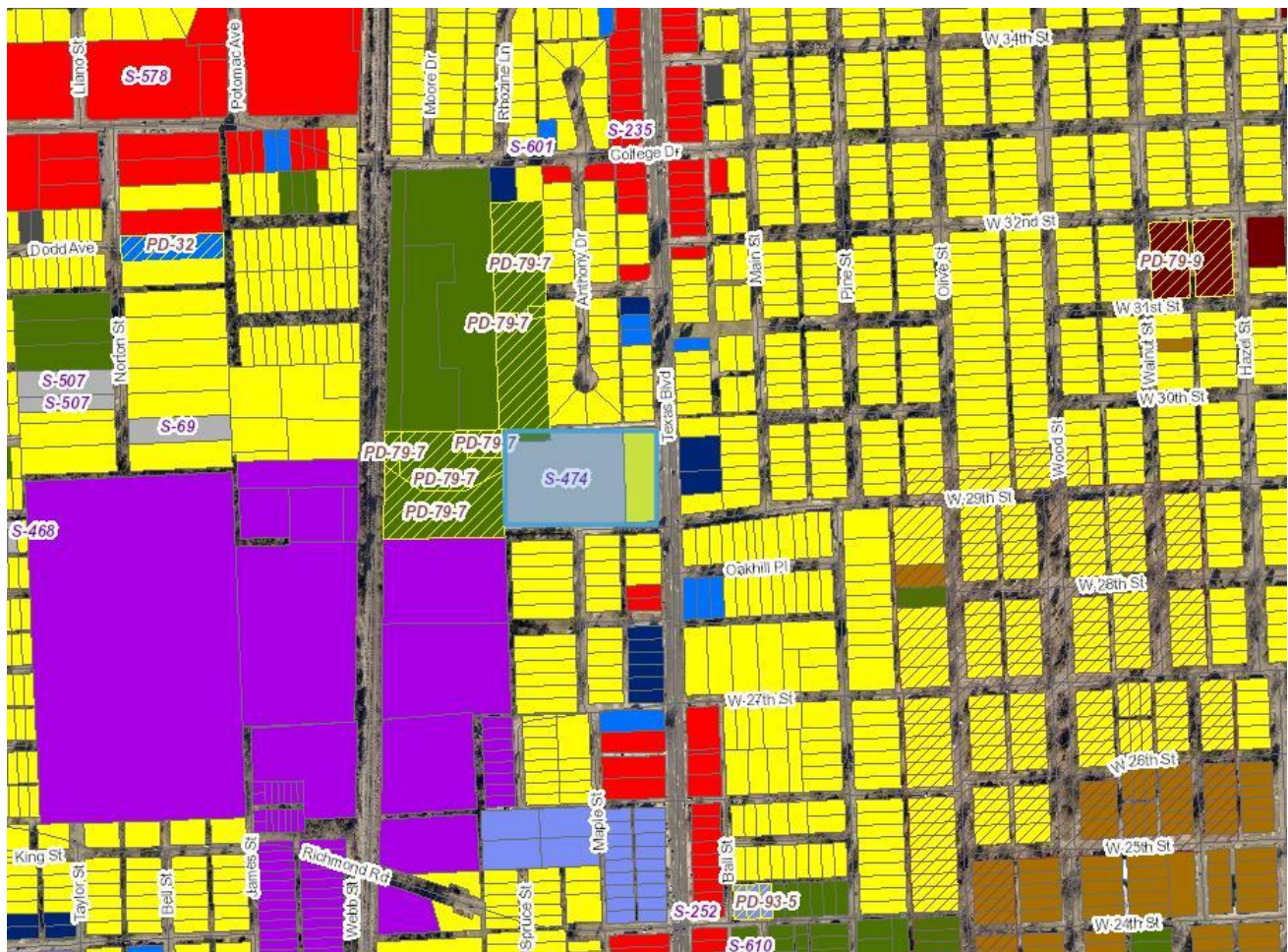
4807 Texas Boulevard - Greg Cockrell State Farm has CEVMS signage.

4505 Texas Blvd- Texarkana Eye Associates has CEVMS signage.

2306 Texas Boulevard - Gary's Body Shop has a CEVMS sign for time and temperature.

2116 Texas Boulevard - E-Z Mart at has the electronic messaging gas prices.

Texas Boulevard Zoning Map



City of Texarkana, Texas

Version:

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

Briefing Sheet

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

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

Not applicable

Executive Summary and Background Information:

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

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

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

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

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

City of Texarkana, Texas

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

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

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

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

Attachments

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

Staff Coordination

Planning and Community Development
Completed

David Orr
11/12/2015 5:28 PM

Department Head Review

City of Texarkana, Texas

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

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

ORDINANCE NO. 2015-131

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-662 TO ALLOW A CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGN (CEVMS) ON AN APPROXIMATE 7.39 ACRE TRACT OF LAND IN THE A.J. KING HRS, A-331, LOCATED AT 1601 MALL DRIVE, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an Amendment to the Zoning Ordinance so as to grant a **Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** on an approximate 7.39 acre tract of land in the A.J. King HRS, A-331 (**Exhibit “B”**), located at 1601 Mall Drive in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted four (4) to one (1) to recommend approval of the application for a Specific Use Permit to allow a Changeable Electronic Variable Message Sign (Exhibit “A”)** to the City Council of Texarkana, Texas; and

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

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

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

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

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

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

PASSED AND APPROVED in Regular Council Session on this the 25th day of January, 2016.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

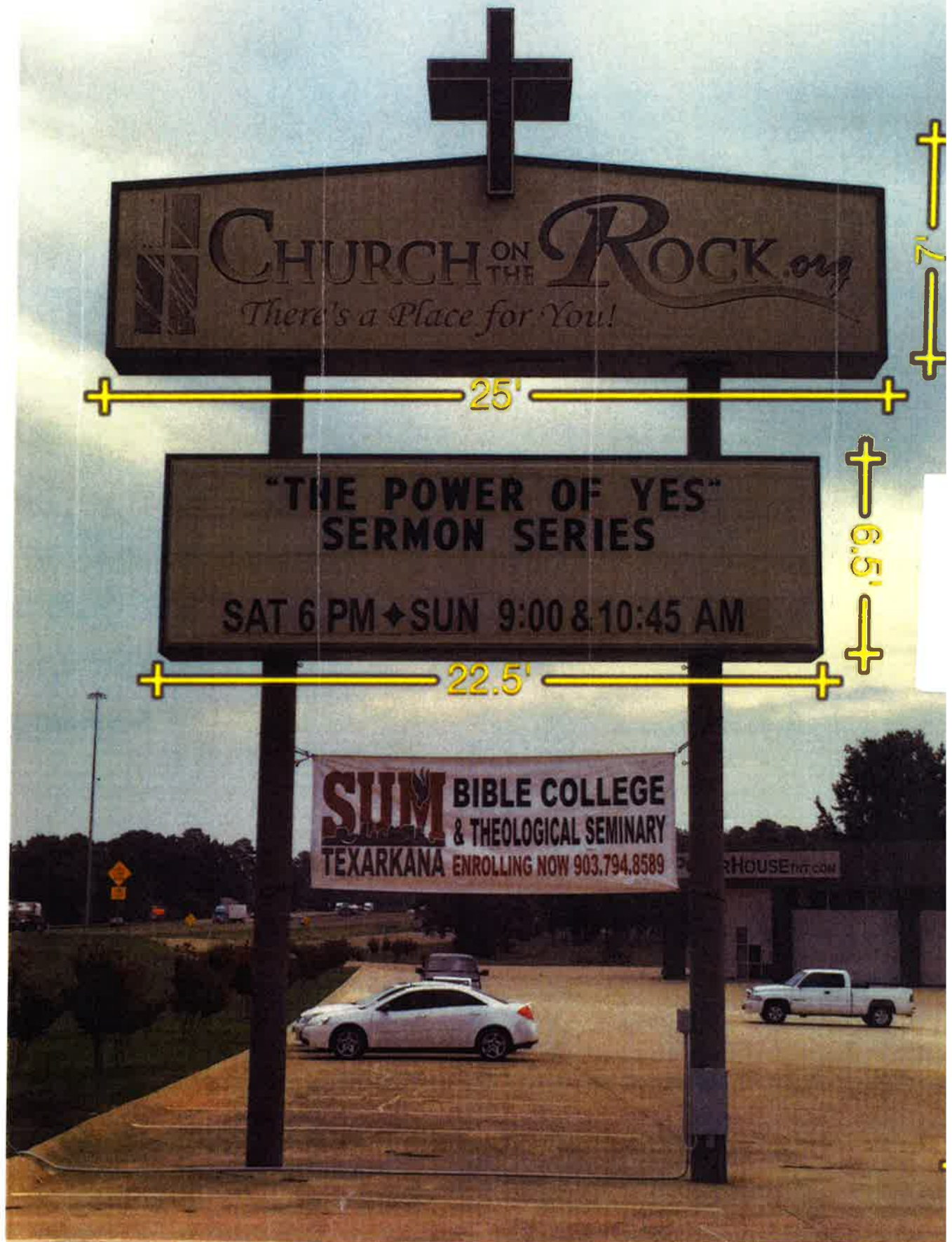
BOB BRUGGEMAN, MAYOR



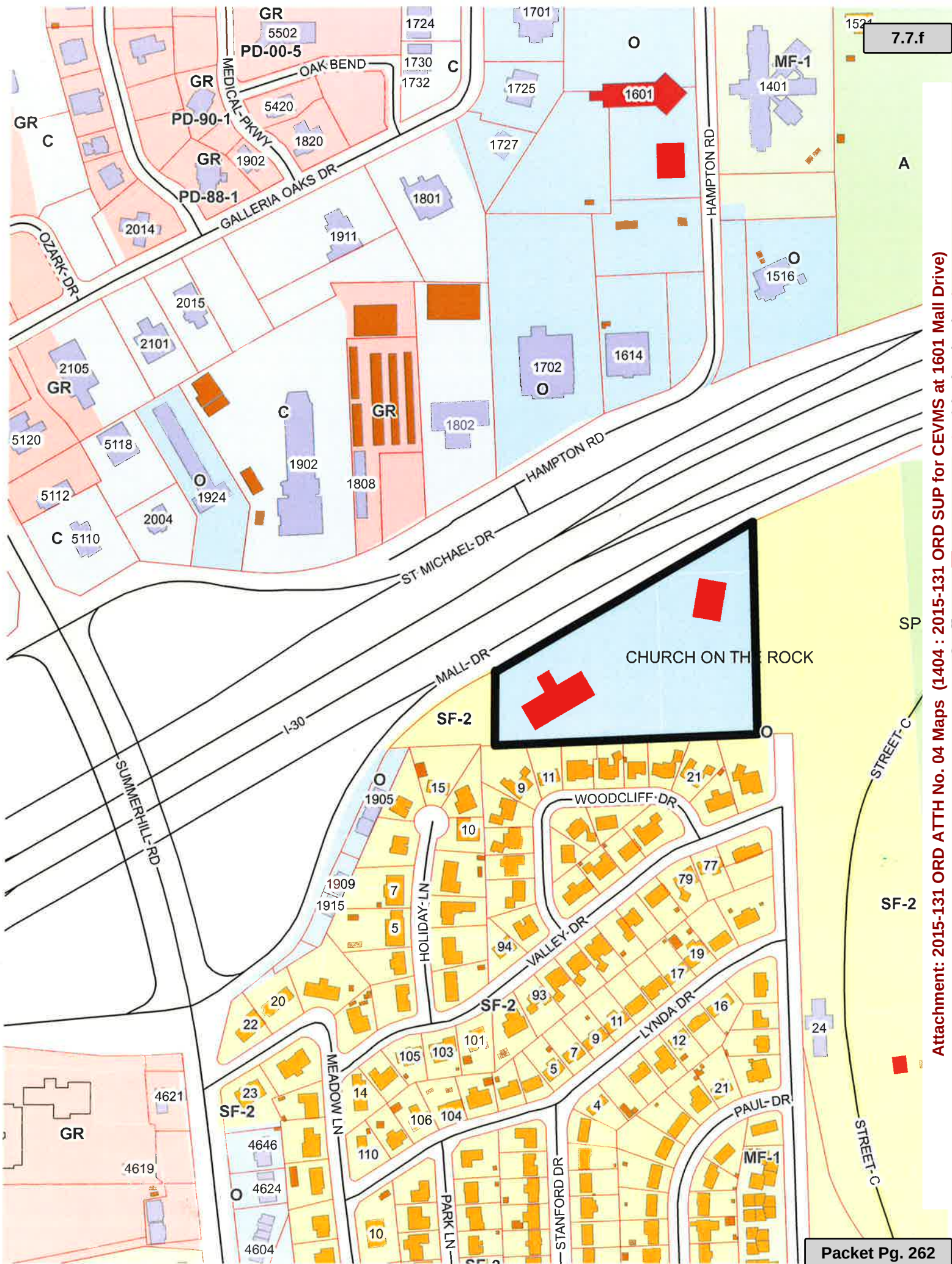
0035

EXHIBIT "B"

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



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



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

City of Texarkana, Texas

Version: A

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

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2015-132 rezoning an approximate 1.12 acre tract of land
located in the J.M. Goff HRS, A-244, located at 3012 Moores Lane.
Agriculture to Planned Development-Office. Alan Schimming, applicant.
Subject: David Williams, MTG Engineering, agent.

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

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

Not applicable

Executive Summary and Background Information:

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

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

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

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

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

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

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

City of Texarkana, Texas

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of this request.

Advisory Board/Committee Review:

Planning and Zoning Commission.

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

November 2, 2015

Attachments

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

Staff Coordination

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

Meeting History

11/23/15 City Council MOVED FORWARD Next: 12/14/15

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Z-15-16

ORDINANCE NO. 2015-132

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

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

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

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

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

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"

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

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

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

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

SUBJECT TO THE FOLLOWING:

Visible and apparent roadways and/or easements.

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

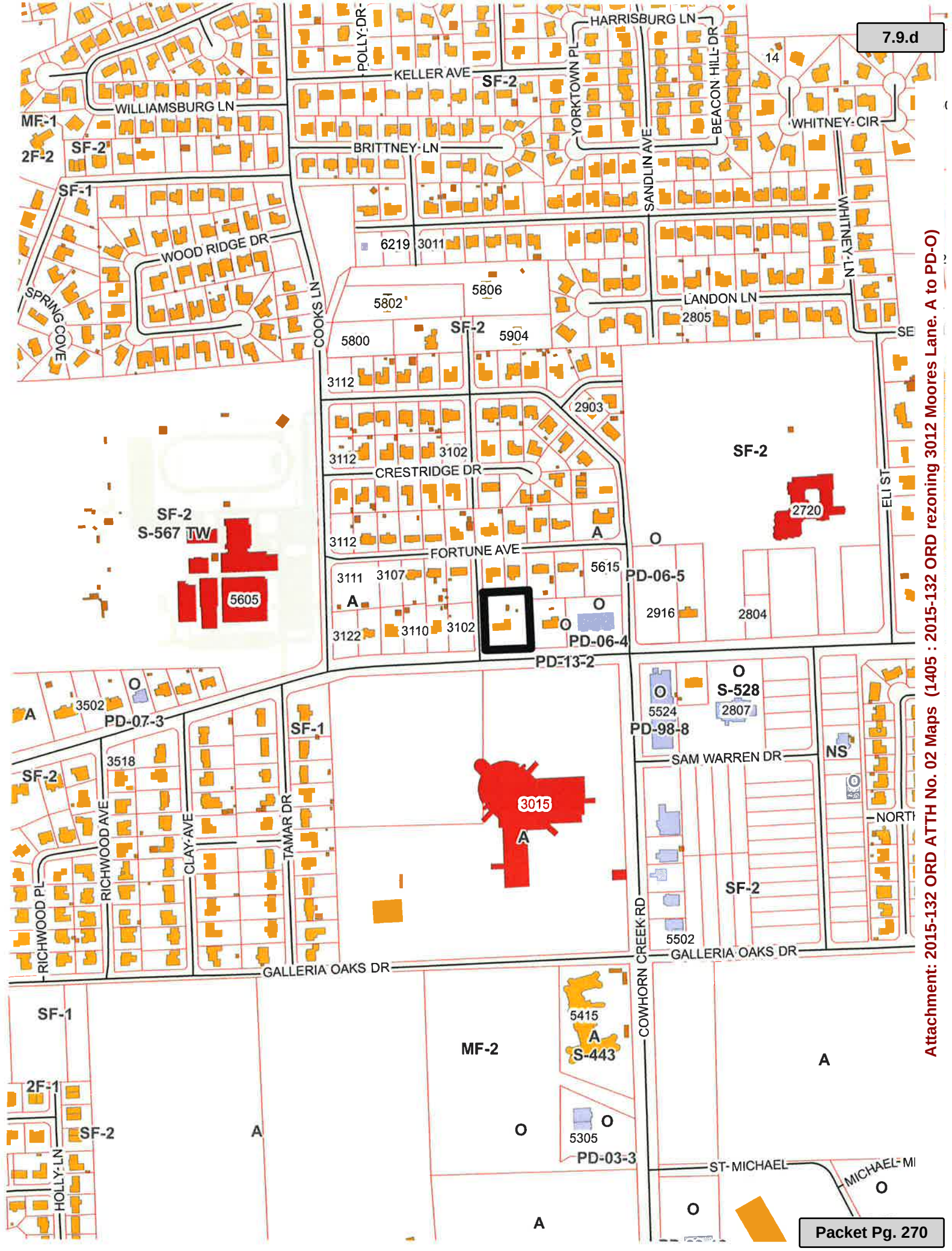
Easement in favor of General Telephone Co. of the Southwest recorded in Volume 358, Page 247, Deed Records of Bowie County, Texas.

4280

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6621

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325

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



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



Z-15-16

ORDINANCE NO. 2015-132

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

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

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

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

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

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

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Attachment: 2015-132 ORD Rezoning 3012 Moores Ln signed (1405 : 2015-132 ORD rezoning 3012 Moores Lane. A to PD-O)

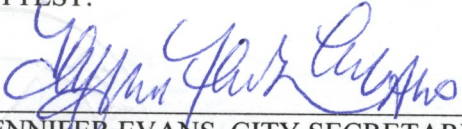
SECTION 2: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

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

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **December, 2015**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:55 p.m.

EXHIBIT "A"

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

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

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SUBJECT TO THE FOLLOWING:

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

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

4280

Vol 6621 Page 325

Attachment: 2015-132 ORD Rezoning 3012 Moores Ln signed (1405 : 2015-132 ORD rezoning 3012 Moores Lane. A to PD-O)

City of Texarkana, Texas

Version: D

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

Briefing Sheet

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

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

"NOT APPLICABLE"

Executive Summary and Background Information:

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

Potential Options:

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

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval of the Ordinance.

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

City of Texarkana, Texas

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

Staff Coordination

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

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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Sec. 18-14. Outdoor burning.

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

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

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

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

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

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:7

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

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

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

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

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

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

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

(d) *Recreational fires; approved containers.*

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

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

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

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

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

§ 18-14 TEXARKANA CITY CODE

CD18:8

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

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

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

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

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

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

(g) *Recreational fires; acceptable locations.*

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

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:9

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

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

(j) *Bonfires; permit required.*

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

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

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

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

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

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

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

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

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

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

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

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

(2) Treated lumber, construction debris.

§ 18-14 TEXARKANA CITY CODE

CD18:10

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

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

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

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

(o) Outdoor burning; permit required.

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

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

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

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

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

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

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

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

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

- (4) Have equipment on site to control and extinguish the fire.
- (5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.
- (6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.
- (7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.
- (8) Ensure the fire will be extinguished if the fire escapes control.
- (9) Be responsible and liable for any damages.
- (q) Outdoor burning; fuels. Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.
- (1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.
- (2) Old tires shall not be used to start fires.
- (r) Outdoor Burning; Appeals. Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.
- (s) Penalty for violation. Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$~~2,050~~500.00. Each day of any such violation shall be deemed to be a separate offense.

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

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

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

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

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

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

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

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

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

(o) *Outdoor burning; permit required.*

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

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

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

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

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

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

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

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

(3) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

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

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

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

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

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

(9) Be responsible and liable for any damages.

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

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

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

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

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

Sec. 18-14. Outdoor burning.

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

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

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

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

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

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:7

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

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

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

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

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

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

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

(d) *Recreational fires; approved containers.*

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

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

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

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

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

§ 18-14 TEXARKANA CITY CODE

CD18:8

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

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

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

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

(2) Leaves, pine needles or grass clippings.

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

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

(5) Flammable or combustible liquids.

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

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

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

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

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

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

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

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

(g) *Recreational fires; acceptable locations.*

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

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

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

FIRE PROTECTION, EMERGENCY MEDICAL SERVICES § 18-14

CD18:9

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

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

(j) *Bonfires; permit required.*

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

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

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

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

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

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

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

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

(3) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

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

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

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

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

(2) Treated lumber, construction debris.

§ 18-14 TEXARKANA CITY CODE

CD18:10

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

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

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

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

(o) *Outdoor burning; permit required.*

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

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

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

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

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

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

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

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

(3) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

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

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

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

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

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

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

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

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

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

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ 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:

PUBLISH

ORDINANCE NO. 2015 - 135

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

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

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

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

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

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

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

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

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

(o) *Outdoor burning; permit required.*

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

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

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

Attachment: 2015-135 Ordinance [Revision 3] (1408 : 2015-135 ORD Amending Code of Ordinances Sec. 18-14. Outdoor Burning)

PUBLISH

- (4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.
- (5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.
- (p) *Outdoor burning; responsible party responsibilities.* The responsible party shall:
- (1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.
 - (2) Ensure the fire does not create a risk of damage to person or property.
 - (3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.
 - (4) Have equipment on site to control and extinguish the fire.
 - (5) Not commence burning when wind speed is predicted to be less than 6 mph or greater than 23 mph.
 - (6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.
 - (7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.
 - (8) Ensure the fire will be extinguished if the fire escapes control.
 - (9) Be responsible and liable for any damages.
- (q) *Outdoor burning; fuels.* Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.
- (1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.
 - (2) Old tires shall not be used to start fires.
- (r) *Outdoor Burning; Appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten (10) days after receipt of the notice of denial. The city council shall hear and determine the appeal, and the decision of the council shall be final.
- (s) *Penalty for violation.* Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than \$2,000.00. Each day of any such violation shall be deemed to be a separate offense.

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

- (4) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.
- (3) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

PUBLISH

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

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

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

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the 25th day of January, 2016.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Version: C

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

Briefing Sheet

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

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

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

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

City of Texarkana, Texas

Potential Options:

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

Fiscal Implications:

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

Staff Recommendation:

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

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

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

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

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

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	
	11/19/2015 3:24 PM			
Water Utilities	Jim Cornelius	Review	Completed	11/19/2015
3:51 PM				
Water Utilities	JD Phillips	Review	Completed	11/19/2015
4:49 PM				
Finance Department	Charlie Bassett	Finance Review	Completed	11/19/2015
4:53 PM				
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	11/19/2015 5:10 PM		

City of Texarkana, Texas

Public Information Officer	Lisa Thompson	PIO Review	Completed
	11/19/2015 5:13 PM		
City Manager	John Whitson	City Manager Review	Completed 11/20/2015
6:25 AM			
City Council	Jennifer Evans	Meeting	Completed 11/23/2015
6:00 PM			

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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RESOLUTION NO. 2015 - 137

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

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

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

AGENDA ITEM IV. C.

Supplemental Budget

and

Water Consumption and Production Numbers

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

Riverbend Consumption Summary

FY15 Estimated Consumption (1000 Gallons)												
Oct 14- Jun 15 (with Aug- Sept Estimated)												
RIVERBEND October 13, 2015												
							Estimated based on Aug & Sept 14					
		OCT/ APR	NOV/ MAY	DEC/ JUN	JAN/ JUL	FEB/ AUG	MAR/ SEP			YTD	% OF TOTAL	
Redwater, TX		8,609.750	6,016.300	7,045.650	7,171.700	7,701.600	7,928.550			97,079.950	2.2525%	
		7,188.050	5,585.250	8,647.550	11,654.250	10,097.400	9,433.900					
Nash, TX		8,213.000	6,513.000	6,934.000	6,730.000	6,299.000	6,575.000					
		7,490.000	6,026.000	8,631.000	9,611.000	8,450.000	8,359.000			89,831.000	2.0843%	
Atlanta, TX		28,268.000	22,209.000	24,349.000	21,905.000	23,420.000	22,374.000					
		22,825.000	19,632.000	25,806.000	29,929.000	32,512.000	27,700.000			300,929.000	6.9823%	
Leary, TX		1,356.240	1,065.080	1,300.910	1,193.450	1,147.400	1,476.080					
		1,128.150	989.270	1,511.850	1,695.800	3,147.050	1,224.490			17,235.770	0.4000%	
Total Wholesale		46,446.990	35,803.380	39,629.560	37,000.150	38,568.000	38,353.630					
		38,631.200	32,232.520	44,596.400	52,890.050	54,206.450	46,717.390			505,075.720		
New Boston, TX		32,902.070	24,373.580	28,759.360	24,368.240	27,165.760	27,192.840					
		30,251.080	22,489.570	30,599.620	30,040.680	38,005.350	30,298.900			346,447.050	8.0384%	
Hooks, TX		11,836.290	8,607.370	8,415.520	6,472.730	8,877.770	11,268.590					
		14,857.700	10,699.600	15,551.400	15,317.400	14,821.900	10,217.510			136,943.780	3.1774%	
DeKalb, TX		6,757.000	5,013.000	5,380.000	5,978.000	6,137.000	5,976.000					
		6,934.000	5,157.000	7,289.000	7,223.000	7,161.000	5,940.000			74,945.000	1.7389%	
Wake Village, TX		15,698.000	11,603.000	12,677.000	11,293.000	12,017.000	10,742.000					
		11,858.000	11,134.000	15,034.000	19,526.000	19,309.000	16,052.000			166,943.000	3.8735%	
Maud, TX		4,809.000	3,893.000	3,777.000	3,594.000	3,845.000	3,313.000					
		3,711.000	3,059.000	4,512.000	4,983.000	4,841.000	4,236.000			48,573.000	1.1270%	
Avery, TX		2,615.400	1,885.900	2,154.500	1,934.600	1,917.800	1,660.800					
		1,718.900	1,010.900	1,497.200	1,522.800	2,599.700	2,167.500			22,686.000	0.5264%	
Annona, TX		968.949	514.358	517.836	550.404	508.993	585.350					
		571.847	439.088	457.571	689.454	650.913	704.655			7,159.418	0.1661%	
TexAmericas Center (RRAD)		23,794.700	19,440.150	23,231.050	19,699.220	17,045.000	20,244.950					
		21,238.040	19,374.430	23,871.260	27,544.770	25,670.880	27,374.300			268,528.750	6.2305%	
Total Member Cities & TexAmericas		99,381.409	75,330.358	84,912.266	73,890.194	77,514.323	80,983.530					
		91,140.567	73,363.588	98,812.051	106,847.104	113,059.743	96,990.865			1,072,225.998		
Total Wholesale, Member Cities & TexAmericas		145,828.399	111,133.738	124,541.826	110,890.344	116,082.323	119,337.160					
		129,771.767	105,596.108	143,408.451	159,737.154	167,266.193	143,708.255			1,577,301.718		
Texarkana, TX*		207,522.657	188,251.575	160,689.787	178,858.414	144,097.233	190,601.355	430,188.415 **				
		162,533.215	173,764.832	160,632.020	231,487.247	266,663.060	237,291.470			2,732,581.280	63.4027%	
Total All		353,351.056	299,385.313	285,231.613	289,748.758	260,179.556	309,938.515	430,188.415 **				
		292,304.982	279,360.940	304,040.471	391,224.401	433,929.253	380,999.725			4,309,882.998	99.9999%	
* See Following Page for Texarkana, TX Total												
**Difference of Other Texarkana Production												
FOR DISCUSSION PURPOSES ONLY												

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

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

Riverbend Supplemental Budget 2015-2016

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

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

By Member Entity Riverbend Supplemental Budget

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

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

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

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

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

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

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

City of Texarkana, Texas
Proposed Water Production Rate By City

9/30/2016

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

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

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2015 - 137

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

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

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

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

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

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

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

7:59 p.m.

City of Texarkana, Texas

Version: D

Update Date: 1/4/2016 1:23 PM

Briefing Sheet

Lead Department: City Manager **Action Officer:** John Whitson, City Manager
Resolution No. 2015-139 authorizing the City Manager to enter into a Water Supply Contract with TexAmericas Center and three (3) tri-party agreements - Assignment, Assumption and Novation of Water Supply Contract; Certificates of Convenience and Necessity on TAC-East Property; Non-Potable Water Agreement - with TexAmericas Center and Riverbend Water Resources District.

Subject:

Briefing: 1/25/2016 **Public Hearing:** 1/25/2016 **Second Briefing:** 1/25/2016 **Council Vote:** 1/25/2016

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

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

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Approve the Resolution

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

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

Staff Coordination

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

Meeting History

11/23/15	City Council	MOVED FORWARD	Next: 12/14/15
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RESOLUTION NO. 2015-139

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

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

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

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

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

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

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

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

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

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

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

TRI-PARTY AGREEMENT REGARDING
NON-POTABLE WATER

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

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

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

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

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

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

TEXAMERICAS CENTER**RIVERBEND WATER RESOURCES DISTRICT**

BY: _____

Scott Norton
Executive Director & CEO

BY: _____

Executive Director

Date: _____

Date: _____

Approved as to form:

Approved as to form:

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

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

THE CITY OF TEXARKANA, TEXAS

Attest:

BY: _____

John A. Whitson ICMA-CM
City Manager

BY: _____

Jennifer Evans
City Secretary

Date: _____

Approved as to form:

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

WATER SUPPLY CONTRACT

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

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

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

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

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

1. Texarkana agrees:

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

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

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

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2. The Purchaser agrees:

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

3. Purchaser's Monthly Payment

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

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

Water Supply Contract

Page 3 of 9

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

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

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

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

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

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

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

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

5. Term and Termination

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

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

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

6. **Dispute Resolution**

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

7. **General Provisions**

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

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

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

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

IT IS AGREED:

**Purchaser,
TexAmericas Center**

Scott Norton, Executive Director

Approved as to Form:

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

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Water Supply Contract

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The City of Texarkana, Texas

Attest

John A. Whitson, ICMA-CM
City Manager

Jennifer Evans, CAP
City Secretary

Approved as to Form:

Jeffery C. Lewis
City Attorney

Water Supply Contract

Page 9 of 9

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

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

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

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

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

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

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

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

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

date hereof.

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

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

TEXAMERICAS CENTER

**RIVERBEND WATER RESOURCES
DISTRICT**

BY: _____
Scott Norton,
Executive Director & CEO

BY: _____
Executive Director

Approved as to form:

Approved as to form:

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

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

THE CITY OF TEXARKANA, TEXAS

Attest:

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

BY: _____
Jennifer Evans
City Secretary

Approved as to form:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TEXAMERICAS CENTER

BY: _____

Scott Norton
Executive Director & CEO

Approved as to form:

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

THE CITY OF TEXARKANA, TEXAS

BY: _____

John A Whitson ICMA-CM
City Manager

Approved as to form:

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

RIVERBEND WATER RESOURCES DISTRICT

BY: _____

Executive Director

Approved as to form:

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

Attest:

BY: _____

Jennifer Evans
City Secretary

ECONOMIC DEVELOPMENT WATER SYSTEM TRANSFER CONTRACT

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

RECITALS

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

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

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

WHEREAS, as a portion of the acquisition of the above-referenced Property, TAC acquired the water distribution system for that portion of the former Lone Star Army Ammunition Plant located West of Central Avenue and located upon the Property described in the above-referenced Deed; and

WHEREAS, TAC is charged by the Texas Legislature with the responsibility and has been given the authority to redevelop the Property for the purpose of economic development and job creation; and

WHEREAS, Texarkana and TAC, through their authorized representatives, signed a "Letter of Intent" dated September 28, 2010, which addressed, among other things, the mutual intent of both parties to negotiate an agreement for a direct interconnection between Texarkana's water system and the water distribution system located upon the Property in connection with negotiating a water supply contract to assist TAC in providing competitively-priced water to its largest customer, Red River Army Depot, and to ensure that abundant supplies of water are made available to support TAC's economic development objectives and its tenants and landowners; and

WHEREAS, Texarkana and TAC are of the opinion that the economic development of the Property is of vital importance to the economic growth of the region, and that they should cooperatively work for the economic development of the Property by implementing a direct interconnection between Texarkana's water system and the water distribution system located upon the Property, in addition to Texarkana acquiring, owning, and operating the water distribution system upon the Property, and TAC developing the Property, including development of the Property's road infrastructure and wastewater treatment facilities.

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

ARTICLE ONE WATER SYSTEM TRANSFER

- 1.1 *TAC-East Water System Transfer.* TAC agrees to transfer to Texarkana, and Texarkana agrees to accept the transfer from TAC, of the water distribution system located upon the Property consisting of all water pipes greater than 10 inches in size; all meters, pumps, valves and accessories attached thereto; and all service laterals that serve existing customers up to the point of the property line of that customer or to a meter or appurtenance that establishes the point of service to that property (the "TAC-East Water System"). Within 90 days after transfer, the parties shall prepare a system map and inventory that memorializes the final assets subject to this transfer along with the definitive easement rights thereto.
 - 1.1.1 The parties agree that the TAC-East Water System is valued at approximately \$849,702.00.
 - 1.1.2 The transfer of the TAC-East Water System shall be conveyed by TAC to Texarkana in a Bill of Sale without warranty and all parts of the system shall be transferred in their "AS IS" condition; provided, however, that Texarkana's acquisition of the "as-is" risk of the TAC-East Water System's condition shall not extend to the following:
 - (a) pre-existing environmental conditions;
 - (b) obligations of TAC to others unless expressly assigned to or otherwise assumed by Texarkana with the consent of the City Council of Texarkana; and
 - (c) the presence of functioning subsurface structures used by TAC.
 - 1.1.3 TAC shall also convey to Texarkana easements having a width of fifteen (15) feet on each side of the center line of the existing water lines, thirty (30) feet total, transferred pursuant to § 1.1 of this Contract. Texarkana agrees that it will repair to a like-kind condition any damage to roads, culverts, or other structures caused by either its access to such easements, or its repair, maintenance, or replacement

of the water lines in such easements, or adding of additional water lines located in such easements.

- 1.1.4 As part of the transfer of the TAC-East Water System, TAC shall cause to be transferred to Texarkana by assignment or other means any TAC customer accounts for those customers receiving water from the TAC-East Water System (excluding the U.S. Army / Red River Army Depot), so that such customers become Texarkana customers and Texarkana assumes responsibility for providing potable water under separate water supply contracts to such customers.
- 1.2 *Consideration and Payments.* As consideration for the conveyance of the TAC-East Water System and related facilities and as consideration for the right to use the easements and the roads within the TAC property, Texarkana agrees to the following:
 - 1.2.1 For a period of no more than twenty (20) years, or until the dissolution of TAC, or until the value of the TAC-East Water System set forth in § 1.1.1 has been paid, whichever occurs first, Texarkana shall pay to TAC \$0.03 per 1,000 gallons of water delivered by Texarkana to its customers on the TAC-East Water System (excluding the U.S. Army / Red River Army Depot).
 - 1.2.2 Payments shall be made on a quarterly basis and tendered to TAC not later than the 90th day following the quarter in which water was delivered to TAC-East Water System customers.
 - 1.2.3 TAC agrees that all monies paid by Texarkana under §1.2 and subsections shall be deposited in a separate TAC escrow or trust fund, specifically designated and used solely for economic development.
- 1.3 *True-Up.* Upon receipt and review of audited financials, the parties shall review data of water delivered to TAC-East Water System customers and calculate a true-up of payments made under §1.2 for the twelve-month period following the conveyances described in §1.1 ("Payment Year"), and for each successive Payment Year.
 - 1.3.1 If, during any Payment Year, the aggregate amount paid by Texarkana exceeds \$42,485.00 (the "ceiling aggregate"), then the overage is credited to Texarkana and applied to the following Payment Year.
 - 1.3.2 If, during any Payment Year, the aggregate amount paid by Texarkana is less than the ceiling aggregate, no further monies are due from Texarkana to TAC for that Payment Year.
 - 1.3.3 If, at any time, the total payments made by Texarkana to TAC exceed the value of the TAC-East Water System set forth in § 1.1.1, then TAC shall refund such excess to Texarkana, and Texarkana shall not owe TAC any additional payments.

1.3.4 If, at the end of the twenty-year period referenced in §1.2.1, the total payments made by Texarkana to TAC are less than the value of the TAC-East Water System set forth in § 1.1.1, then Texarkana shall not owe TAC any additional payments.

1.4 *Timing of Conveyances and Payments.* The conveyances and transfers described in §1.1 and its subsections, together with the beginning of the first twelve-month period for payments described in §1.2.1, shall coincide with the date that Texarkana begins supplying water to TAC pursuant to that certain “Water Supply Contract” between Texarkana and TAC.

ARTICLE TWO WATER SUPPLY INTERCONNECT

2.1 *Water Supply Interconnect.* Subject to § 2.2, below, TAC shall construct an interconnect between the System and Texarkana’s water line adjacent to U.S. Highway 82 (the “Interconnect”). The Interconnect shall consist of the improvements identified in the attached Exhibit A estimate of construction costs (exclusive of the 250,000 elevated storage facility).

2.1.1 *Construction Cost.* The construction cost for the Interconnect shall be paid by Texarkana providing the sum of \$250,000.00 in economic development funds, and TAC providing the remainder of the construction cost from its available funds and /or a DEAAG assistance grant (the parties acknowledging that TAC requires a local match from Texarkana in order to secure a DEAAG assistance grant).

2.1.2 *Transfer of Title.* Title to the Interconnect shall be transferred to Texarkana upon the date that Texarkana begins supplying water to TAC through the Interconnect pursuant to that certain “Water Supply Contract” between Texarkana and TAC. At such time, TAC shall additionally convey to Texarkana easements for the construction and continued maintenance of the Interconnect.

2.2 *Alternative Water Supply Interconnect.* If, within sixty (60) days of signing this Contract, Texarkana has a firm commitment from Day & Zimmerman to acquire certain assets which would provide for an alternative interconnection and obviate the need for construction of the Interconnect, then § 2.1 and its subsections shall be suspended for a period not to exceed ninety (90) days from the signing of this Contract in order for Texarkana to negotiate and finalize such acquisition. However, if, within sixty (60) days of signing this Contract, Texarkana does not have a firm commitment from Day & Zimmerman to acquire certain assets which would provide for an alternative interconnection and obviate the need for construction of the Interconnect, then § 2.1 and its subsections shall be in full force and effect.

ARTICLE THREE AUTHORIZATION FOR FUTURE NEGOTIATIONS

- 3.1 *TAC Central Water System Negotiations.* The parties acknowledge that in addition to the TAC-East Water System, TAC presently owns and operates a potable water production and distribution system which draws water from Caney Lake and Elliott Lake, both located upon Red River Army Depot, and a water treatment plant located at Caney Lake (the “TAC Central Water System”), which presently serves Red River Army Depot, the TexAmericas Center – Central Campus, and others. By signing this Contract, Texarkana and TAC authorize their designated representatives to explore the feasibility – and, if feasible, to begin negotiations – of Texarkana acquiring the TAC Central Water System, which would necessarily include an amendment and modification of TAC’s agreement with the Department of the Army such that the Red River Army Depot would become a direct water purchasing customer of Texarkana. TAC agrees to provide assistance to Texarkana in negotiating the terms of the amendment and/or modification of TAC’s agreement with the Department of the Army given TAC’s expertise and knowledge in operating the system and having previously negotiated amendments and changes to said contract.
- 3.2 *No Effect on Other Provisions or Water Supply Contract.* If Texarkana does not acquire the TAC Central Water System, such shall not void or invalidate Articles One, Two, and Four of this Contract, nor shall it affect the Water Supply Contract between Texarkana and TAC.

ARTICLE FOUR MISCELLANEOUS PROVISIONS

- 4.1 This Agreement shall be governed exclusively by the laws of the State of Texas and, where applicable, the laws of the United States of America.
- 4.2 In construing this Agreement, neither of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 4.3 The parties to this Contract are independent contractors. No party shall exercise control over either the performance of the other party or the employees of any other party; and no party shall be deemed to be the agent, employee or representative of any other party.
- 4.4 Unless otherwise specified in this agreement, any notice required or document to be provided under this agreement shall be given by hand delivery or United States Mail to the following:

City of Texarkana, Texas
Attn: City Manager
220 Texas Boulevard
Texarkana, Texas 75501

TexAmericas Center
Attn: Executive Director
107 Chapel Lane
New Boston, Texas 75570

- 4.5 Should any portion of this agreement be determined or declared to be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
- 4.6 This Agreement may be amended only by a written document signed by duly authorized representatives of the parties hereto.
- 4.7 This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld.
- 4.8 If a dispute arises between the parties relating to the rights, duties, or obligations arising out of this agreement, the parties agree to meet informally in a good faith effort to negotiate a resolution of the dispute prior to the initiation of any litigation. The parties may, but are not obligated to, bring into said negotiations a neutral third party, or may refer the matter to formal mediation to assist in resolving the dispute. Jurisdiction and venue for any litigation arising out of this agreement shall be in the District Court of Bowie County, Texas. Each party shall pay its own cost and expenses, including attorney's fees, incurred during any facet of dispute resolution prior to litigation. The prevailing party in any litigation, as determined by the Judge of the presiding court, is entitled to recover reasonable attorney's fees and court and other costs incurred in the litigation.
- 4.9 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 4.10 This Agreement shall be effective upon the date of the last of the parties to execute the same.

CITY OF TEXARKANA, TEXAS

By: _____

F. Larry Sullivan
 F. Larry Sullivan, Ed.D.
 City Manager

ATTEST:

Kerry Meredith
 Kerry Meredith, City Secretary

Date: _____

7/28/2011

APPROVED AS TO FORM:

Jeffery C. Lewis
 Jo Thomason

Jeffery C. Lewis

ATCHLEY, RUSSELL, WALDROP & HLAVINKA, LLP

Retained Legal Counsel

TEXAMERICAS CENTER

By: _____

William V. Cork
 William V. Cork,
 Executive Director/CEO

Date: _____

7/26/11

APPROVED AS TO FORM:

Raymond W. Jordan
 Raymond W. Jordan,
 JORDAN LAW FIRM, L.L.P.
 Retained Legal Counsel

PREPARED IN THE OFFICE OF:
JORDAN LAW FIRM, L.L.P.
 #4 Woodmont Crossing
 Texarkana, Texas 75503

NOTICE OF CONFIDENTIALITY RIGHTS:
 IF YOU ARE A NATURAL PERSON, YOU
 MAY REMOVE OR STRIKE ANY OF THE
 FOLLOWING INFORMATION FROM THIS
 INSTRUMENT BEFORE IT IS FILED FOR
 RECORD IN THE PUBLIC RECORDS:
 YOUR SOCIAL SECURITY NUMBER OR
 YOUR DRIVER'S LICENSE NUMBER

BILL OF SALE

Date: July ____, 2012

Seller: TexAmericas Center (formerly Red River Redevelopment Authority) acting by and through William V. Cork, its duly authorized Executive Director

Seller's Mailing Address (including county): 107 Chapel Lane
 New Boston, Bowie County, Texas

Buyer: City of Texarkana, Texas, acting by and through F. Larry Sullivan, its duly authorized City Manager

Buyer's Mailing Address (including county): Texarkana Municipal Building
 West 3rd and Texas Boulevard
 Texarkana, Texas 75501

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration as more particularly set forth in that certain Economic Development Water System Transfer Contract by and between the City of Texarkana, Texas and TexAmericas Center dated July 28, 2011 as more particularly set forth in Sections 1.2 and 1.3 of said Economic Development Water System Transfer Contract.

Personal Property: The TAC-East Water System and the Water Supply Interconnect connecting the TAC-East Water System to the City of Texarkana's water line adjacent to U.S. Highway 82,

Bowie County, Texas, all as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

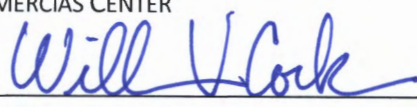
For value received, Seller sells and delivers the personal property to Buyer and warrants and agrees to defend title to the personal property to Buyer and Buyer's successors against all lawful claims, by, through, or under Seller but not otherwise.

WITH THE EXCEPTION OF THE WARRANTIES OF TITLE, INCLUDING THE WARRANTY THAT NO LIENS EXIST ON THE PROPERTY, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT HAS BECOME ANY BASIS OF THIS BARGAIN, AND FURTHER, SELLER HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE PROPERTY THAT IT WOULD CONFIRM TO ANY SUCH AFFIRMATION OR PROMISE. SELLER DISCLAIMS ANY WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE WHATEVER WITH RESPECT TO THE PROPERTY. THE PROPERTY IS SOLD ON AN "AS IS" BASIS EXCEPT THAT THE CITY OF TEXARKANA, TEXAS ACCEPTS NO RESPONSIBILITY FOR THE FOLLOWING:

- a. Preexisting environmental conditions;
- b. Obligations of TexAmericas Center to others unless expressly assigned to or otherwise assumed by the City of Texarkana, Texas, with the consent of the City Council of Texarkana, Texas; and
- c. The presence of functioning subsurface structures used by TexAmericas Center.

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

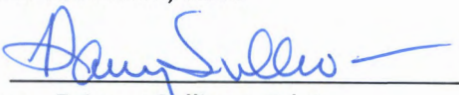
TEXAMERCAS CENTER

By: 

William V. Cork, Executive Director/CEO

ACCEPTED:

CITY OF TEXARKANA, TEXAS

By: 

Name: F. Larry Sullivan, Ed.D.

Title: City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 27th day of June, 2012, by William V. Cork, Executive Director/CEO of TexAmericas Center, a political subdivision of the State of Texas.



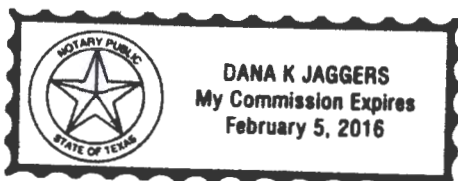
Sherri L. Smith
Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF BOWIE

This instrument was acknowledged before me this 12th day of July, 2012, by F. Larry Sullivan, as the City Manager of the City of Texarkana, Texas.



Dana K. Jaggers
Notary Public, State of Texas

EXHIBIT "A"
TO
BILL OF SALE

TEXAMERICAS CENTER TO CITY OF TEXARKANA, TEXAS

PERSONAL PROPERTY:

- A. TAC-East Water System. The Water Distribution System located upon that certain tract of approximately 8,867 acres more particularly described in that certain Deed Without Warranty dated September 1, 2010, by and between the United States of America and Red River Redevelopment Authority which is recorded in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas, to the extent said system consists of water pipes 10 inches and greater in size together with all meters, pumps, valves and accessories attached thereto, and all service laterals which serve existing customers as of the date of this Bill of Sale including TexAmericas Center properties requiring water service, up to the point of service of the customers property which point of service shall be the current meter or other appurtenance establishing the demarcation between the customer's service line and the system's service lateral line. The system includes but is not limited to approximately 26,420 linear feet of 16 inch main and 27,302 linear feet of 12 inch main. The 12 inch meter station, and one 4 inch meter station, shall remain the property of TexAmericas Center. This conveyance does not include meters owned by Day and Zimmermann Lone Star, LLC which may be attached to the system.

- B. Water Supply Interconnect. The interconnecting line, including all mains, gate valves, meters, pumps, meter stations, pump stations, pump building, booster stations, ground storage tanks, and accessories attached thereto installed upon property of TexAmericas Center for the purpose of connecting the TAC-East Water System to the City of Texarkana, Texas water line which is located adjacent to U.S. Highway 82 North of the TAC-East Property, including but not limited to the itemized component parts described in Exhibit "A-1" attached hereto and incorporated herein for all purposes.

- C. Within ninety (90) days after the date of this document, the parties shall prepare a system map and inventory that memorializes the complete list of assets transferred and identifies the location of said assets.

WATER SUPPLY CONTRACT

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

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

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

WHEREAS, the Purchaser, a political subdivision of the State of Texas, has a need for such water supply and desires to enter into a contractual arrangement with Texarkana for water from said System; and

WHEREAS, Texarkana and Purchaser, through their authorized representatives, signed a "Letter of Intent" dated September 28, 2010, which addressed, among other things, the mutual intent of both parties to negotiate a water supply contract to assist Purchaser in providing competitively-priced water to its largest customer, Red River Army Depot, and to ensure that abundant supplies of water are made available to support Purchaser's economic development objectives and its tenants and landowners.

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

1. Texarkana agrees:

- 1.1 To reserve capacity in the System so as to furnish the Purchaser at the point of delivery hereinafter specified during the term of this Contract and any renewal or extensions thereof, potable treated water as may be required by the Purchaser to fulfill its obligation to provide water to Red River Army Depot under that certain Solicitation, Offer and Award, Contract NO DAAE32-02-D-008 dated May 14, 2002 (Army Contract) and to provide water to the retail water customers of Purchaser as of the date hereof and in the future during the term of this Agreement (the initial reserve capacity to be required by Purchaser is estimated at 300,000,000 gallons annually. Texarkana further agrees to reserve capacity in the System to be able to supply to Purchaser, if required by Red River Army Depot, an annual allocation of 25,000 acre-feet of water for Red River Army Depot's water requirements from the Texarkana, Texas, municipal water system. Water delivered under this Contract shall be of the same quality as that distributed by Texarkana to its other customers on this System. If in the future, a larger quantity of water is desired by the Purchaser, any improvements required shall be at the expense of the Purchaser or if such quantity of water is voluntarily available from another purchaser with reserved capacity in the drinking water system, then agreed upon capacity may be transferred to Purchaser upon completion of appropriate contract amendments that include but are not

limited to changes in payment under Section 3, below.

- 1.2 To provide treated surface water meeting all applicable Texas and Federal regulations, in such volumes, pressures and rates of flow that will enable Purchaser to fulfill its obligations to Red River Army Depot pursuant to the terms of the Army Contract as provided in Sections C.3.5 and C.3.5.1 of said contract.
- 1.3 To allow the Purchaser to use existing connections, with certain upgrades stated herein including backflow devices and Supervisory Control and Data Acquisition (SCADA) equipment, to Texarkana's system to receive the quantities of water specified in this Contract. Said connections, including all monitoring, control, transmission, metering, telemetry and attendant facilities are recognized as the property of Texarkana, except all backflow prevention facilities shall remain the property and responsibility of the Purchaser. Purchaser specifically agrees to install at Purchaser's expense backflow prevention devices and telemetry equipment acceptable to Texarkana and meeting any applicable Texas Commission on Environmental Quality (TCEQ) rules and regulations at the point of delivery.
- 1.4 To furnish the Purchaser, not later than the 15th day of the month following water usage, with an itemized statement of the amount of water furnished the Purchaser and the charges for such during the preceding month. The quantity of water for which Purchaser shall be billed shall be based upon the reading of the master meter of Texarkana except under conditions set out in ¶ 1.5. The unit of measure for water delivered hereunder shall be 1,000 gallons of water, U.S. Standard Liquid Measure, rounded to the nearest 1,000 gallons. The monthly billing statement to Purchaser shall issue from the Chief Financial Officer of Texarkana.
- 1.5 To maintain and calibrate (or arrange for calibration of) its metering equipment as often as it considers necessary or such time as Purchaser may show reasonable evidence of error. Upon any test, the percentage of any inaccuracy thereof --- if found to be in excess of two percent (2%) registration thereof --- shall be corrected for a period extending back to the time such inaccuracy began, if such time is ascertainable; and if such time is not ascertainable, then for a period extending back one-half of the time elapsed since the last date of calibration, but in no event further back than a period of six (6) months. In the event Purchaser has provided no check meter with reference thereto and if for any reason any master meter is out of service or out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered during the period such meter is out of service or out of repair shall be determined by Texarkana from the best available information, by correcting the error if the percentage of error is ascertainable by calibration tests or mathematical calculations, or by estimating the quantity of water by the deliveries made during preceding periods under similar conditions when the meter was registering accurately, or from pump records of Texarkana and other customers on the same supply line.

- 1.6 Upon the Purchaser's request, in an effort to ensure regulatory compliance with water quality standards, to provide the Purchaser with Texarkana's sampling, laboratory analysis and reporting data in connection with Texarkana's water treatment plant and Texarkana's transmission main up to the point of delivery.

2. The Purchaser agrees:

- 2.1 For water delivered in accordance with the rates set forth in Section 3 of this Contract, to make monthly payments to Texarkana not later than thirty (30) days from the date of receipt of the invoice/billing. Purchaser's monthly payment shall be tendered to Texarkana's Chief Financial Officer.
- 2.2 That should Purchaser fail to make any payments as required under this Contract, interest on such amounts shall be due and owing to Purchaser and shall accrue at the rate determined pursuant to Section 2251.025 of the Texas Government Code from the date such payment becomes due until paid in full with interest as herein specified.
- 2.3 That while Purchaser may at any time seek additional water sources, it agrees to pay the minimum payment as provided in ¶ 2.1 and Section 3 of this Contract each month throughout the contract term.
- 2.4 That Texarkana is hereby authorized to enter onto any Purchaser's properties, whether held in fee simple or by easement, upon reasonable notice and within normal business hours, wherein there is reasonable need to operate and / or maintain Texarkana's lines and facilities located on Purchaser's properties, whether for the present system or for any mutually agreed upon future facilities (such operation and maintenance shall be provided by Texarkana on its lines and facilities up to and including the meter located at the point of delivery, except as otherwise stated).
- 2.5 That its meter shall be of the type required by Texarkana. Purchaser shall pay all costs of meter replacement at a frequency not greater than that of once every ten (10) years. Said costs shall be in addition to rates and fees as provided in ¶ 2.1 and Section 3 of this Contract
- 2.6 To fix and collect such rates and charges as required, in combination with any other funds legally available and reasonably assured of the purpose, to make possible the prompt payment of all expenses of operating and maintaining its water system and all payments as required under this Contract.
- 2.7 That control and monitoring facilities by telemetry are a necessary part of the connection facilities in the form of SCADA equipment. The Purchaser agrees to install at the point of delivery, at its sole expense, SCADA equipment approved by Texarkana. Such equipment to be compatible with Texarkana's current SCADA system.

- 2.8 That all payments to be made hereunder shall constitute “operating expenses” of its waterworks system with the effect that the obligation to make such payments from its waterworks system revenues under this Contract shall be an operating expense as defined by Chapter 1502 of the Texas Government Code.
- 2.9 That backflow devices to protect Texarkana's system are a necessary part of the connection facilities and agrees to install, test and maintain such facilities as necessary and required by state or local codes or statutes, but in no case shall maintenance and inspections be performed less than annually. Purchaser shall supply all records of such maintenance and inspections on an annual basis to Texarkana. Texarkana is hereby authorized to enter onto any of Purchaser's properties with prior notice and during normal business hours, whether held in fee simple or by easement, necessary to verify maintenance and inspection of backflow prevention. Purchaser agrees that during the term of this Contract, should the existing backflow measures be inadequate to meet the State's standards, to bring the backflow measures up to the State's standards at Purchaser's sole expense. As an alternative to backflow prevention devices, the Purchaser may install an “air gap” system at the primary intake to separate Texarkana's water supply from the Purchaser's water supply. Any “air gap” system installed by the Purchaser shall meet the approval of Texarkana.
- 2.10 That Purchaser shall at all times have the right to records and audits of all costs for water treatment and delivery, and shall have the right to discuss with Texarkana its concerns or opposition to rate increases as well as a right to appeal such increase to the City Council of Texarkana, Texas, after discussion with Texarkana's City Manager. Nothing in this section prevents the Purchaser from making appeal directly to the Texas Commission on Environmental Quality or its successor as allowed by law.

3. Purchaser's Monthly Payment

- 3.1 *First Year of Term.* During the first year of the Contract term, Purchaser's monthly payment shall be set at the current year's potable water rate which is established using the City's system budgeted production costs for water from Lake Wright Patman and total budgeted gallons, and shall be an averaged, fixed charge.
- 3.2 *Subsequent Years of Term.* Purchaser's monthly payment during subsequent years of the Contract term shall be determined in the following manner:
- 3.2.1 No later than August of each calendar year, the parties shall confer and compare budgeted total cost and usage to actual audited cost and usage (the “true-up” process). No later than November of each calendar year, the parties shall reach a consensus on the next year's monthly payment. To facilitate Purchaser's preparation of an annual budget, the potable water rate shall be an averaged, fixed monthly charge, computed on an annual basis.

- 3.2.2 If, during the “true-up” process, it is determined that the past year’s actual billing of the potable water rate:
- 3.2.2.1 exceeds the past year’s usage, then, the determined overage shall be calculated to the nearest rounded dollar figure, computed on an annual basis; this amount will be pro-rated and applied to each monthly billing charge for the next year as a credit.
 - 3.2.2.2 is less than the past year’s usage, then, the determined shortfall shall be calculated to the nearest rounded dollar figure computed on an annual basis; this amount will be pro-rated and applied to each monthly billing charge for the next year as an additional charge.
- 3.2.3 If, during the “true-up” process, it is calculated that the actual, audited production cost is more or less than the budgeted cost projection for the current year, then the true cost as determined annually by independent audit shall be calculated and the overage or shortfall between actual, audited production cost and budgeted cost projection shall be credited or deducted, at the case may be, in whole dollars to the purchaser.
- 3.2.4 In the event Purchaser is in arrears in performing the payment obligations owed to Texarkana under this Contract, the amount as determined in the “true-up” process shall constitute only a floor or base rate, to which Texarkana may add an additional payment to liquidate the unpaid balance due and owing to Texarkana.
- 3.2.5 Any dispute arising during the “true-up” process or in establishing a monthly payment for subsequent years of the term shall be resolved pursuant to Section 6 of this Contract. Pending the resolution of any dispute, the potable water rate payment shall remain fixed at the parties’ last agreed-upon rate.
- 3.3 In no event shall the potable water rate charged to Purchaser in any given budget cycle exceed either the rate calculated from the City’s system production costs for water from Lake Wright Patman or the lowest corresponding rate charged by Texarkana to other municipalities contracting with Texarkana, whichever is less. Notwithstanding the above, the Parties acknowledge that any overages, credits, or liquidation payments as set forth in Section 3 above shall be included in determining the potable water rate to be charged, but are separate charges or credits derived from the “true-up” process.
- 4. It is further mutually agreed between Texarkana and the Purchaser:**
- 4.1 *Point of Delivery.* The exact Point of Delivery of water to Purchaser shall be at a meter to be installed by Purchaser which will become operational upon either construction of a direct interconnection between Texarkana’s water system and the Purchaser’s water distribution system, or use of another interconnection. The location of the meter shall be determined by Purchaser in consultation with Texarkana.

- 4.2 *Force Majeure.* As used herein, the term “force majeure” as employed herein shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of public enemy, orders or actions of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, wash-outs, breakage or accident to dams, machinery, pipelines, or canals or other structures of machinery, partial or entire failure of water supply and inability on the part of Texarkana to deliver water hereunder, or of Purchaser to receive water, on account of any other cause not reasonably within the control of the party claiming such liability.
- 4.2.1 If, for any reason of “force majeure”, either of the parties hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement, other than the obligation of Purchaser to make the payments required under the terms this Contract, then if such party shall give notice and full particulars of such reasons in writing to the other party within a reasonable time after the occurrence of the event, or cause relied on, the obligation of the party giving such notice, so far as it is affected by such “force majeure”, shall be suspended during the continuance of the inability than claimed, but for no longer period, and any such parties shall endeavor to remove or overcome such inability with all reasonable dispatch. It is understood and agreed that the settlement of strikes and lock-outs shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing parties when such settlement is unfavorable to it in the judgment of the party having the difficulty. No failure of Texarkana to meet any obligation by reason of force majeure shall relieve Purchaser from its obligations to make payments required under the terms of this Contract.
- 4.2.2 No damages shall be recoverable from Texarkana by reason of the suspension of delivery of water due to any of the causes above-mentioned. If Texarkana's ability to deliver water to Purchaser is affected by any of such causes, Texarkana shall promptly notify Purchaser, in writing, giving the particulars as soon as practicable after the occurrence of the cause or causes for such interruption.
- 4.2.3 It is expressly recognized by Purchaser that Texarkana may be compelled to make necessary alterations, perform maintenance, make repairs or construct extensions of new or additional water transporting or treatment facilities from time to time during the life of this Contract and any suspension of delivery to Purchaser due to such operation shall not be cause for claim of damage against Texarkana provided all reasonable effort is used by Texarkana to provide Purchaser with water in accordance with this Contract. In such case Texarkana shall give Purchaser at least forty-eight (48) hours notice or as much advance notice as may be practicable of the suspension of delivery and of the estimated duration thereof.
- 4.2.4 That this Contract is subject to such rules, regulations, or laws as may be

applicable to similar agreements in this State and Texarkana and Purchaser will collaborate in obtaining such permits, certificates, or the like as may be required to comply herewith.

- 4.2.5 That Purchaser shall not enter into any contracts for the wholesale supply or resale of water supplied by Texarkana to any other entity or agency or provide wholesale service outside its territorial boundary or certificate of convenience and necessity (CCN) without first having received approval, in writing, from Texarkana, and such approval will not be unreasonably withheld. However, Purchaser may provide retail service to current and future customers located inside or outside of Purchaser's territorial boundary and to Red River Army Depot. Nothing in this section will prohibit Purchaser from exercising its full authority under the laws of the State of Texas as they currently exist or shall in the future be amended.
- 4.2.6 That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser, whether the result of legal process, assignment or otherwise, shall succeed to the rights of the Purchaser hereunder.
- 4.2.7 That Texarkana is not responsible or liable for delivering a greater quantity of water to all combined customers than the capacity of the distribution main at the time of the execution of this Contract.
- 4.2.8 In the event any sales or use taxes, or taxes of any similar nature are hereafter imposed upon the gathering, taking, sale, use or consumption of the water received by Purchaser under this Contract, the amount of such taxes shall be borne by Purchaser, in addition to all other charges; and whenever Texarkana shall be required to pay, collect, or remit any such taxes on water received by Purchaser, then Purchaser shall promptly reimburse Texarkana for payment of such taxes.
- 4.2.9 In the event of an extended shortage of water or the supply of water available to Texarkana is otherwise diminished over any extended period of time, the supply of water to Purchaser shall be reduced or diminished in the same ratio or proportion as the supply to other wholesale customers on the system is reduced or diminished. It is specifically provided, however, that to the extent allowed by applicable law and subject to Texarkana's existing contractual commitments to others, Texarkana shall give priority to providing sufficient water to Purchaser to allow Purchaser to meet its obligations to Red River Army Depot as required by the Army Contract.

5. Term and Termination

- 5.1 The initial term of this Contract shall begin when the terms and conditions under Articles

One and Two under that certain Economic Development Water System Transfer Contract (executed concurrently with this Contract) have occurred or otherwise have been fulfilled. This Contract shall terminate on May 13, 2022, upon the termination of TAC's obligation under its existing contract with the U.S. Army / Red River Army Depot to provide potable water. Purchaser shall have the unilateral option to renew/extend the term in increments of 10 years, not to exceed a total contract term of 50 years provided that Red River Army Depot exercises its unilateral option to renew/extend the Army Contract as provide in Section C.19.3 thereof. Thereafter, this Contract may be renewed or extended for such term, or terms, as may be agreed upon by Texarkana and Purchaser.

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

6. Dispute Resolution

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

7. General Provisions

- 7.1 *No Third Party Beneficiaries.* Nothing herein should be construed to benefit any person or entity not a signatory to this Contract.
- 7.2 *Governing Law.* This Contract shall be governed exclusively by the laws of the State of Texas.
- 7.3 *Construction.* In construing this Contract, none of the parties hereto shall have any term or provision, or any uncertainty or ambiguity as to any provisions herein, construed against such party solely by reason of such party having drafted the same.
- 7.4 *Independent Contractors.* The parties to this Contract are independent contractors. No party shall exercise control over either the performance of any other party or the employees of any other party; and no party shall be deemed to be the agent, employee, or

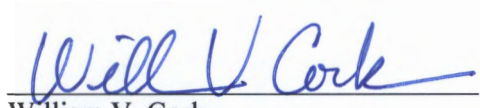
representative of any other party.

- 7.5 *Effective Date.* This Contract becomes effective upon execution by the latter of the parties to execute this Agreement; provided, however, the actual purchase and sale of water shall commence upon completion of the connection of Purchaser's System to Texarkana's System.
- 7.6 *Notices.* Unless otherwise specified in this Contract, any notice required or document to be provided under this Contract shall be given by hand delivery or by U.S. Mail to the following persons:
- for Texarkana, its City Manager, 220 Texas Blvd., Texarkana, Texas 75501
 - for Purchaser, its Executive Director, 107 Chapel Lane, New Boston, TX 75570
- 7.7 *Amendment.* Any amendment to this Contract must be in writing.
- 7.8 *Severability.* Should any portion of this agreement be determined or declared to be invalid, illegal, or unenforceable for any reason, the remaining portions hereof shall remain in full force and effect as though the invalid, illegal or unenforceable portions were not contained herein.
- 7.9 This Agreement and/or the rights and obligations of the parties may not be assigned by either party without the written consent of the other party which consent shall not be unreasonably withheld.
- 7.10 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns

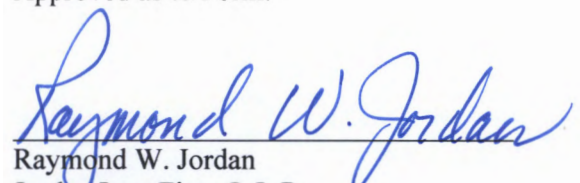
IN WITNESS WHEREOF, Texarkana, as properly authorized by its City Council, has caused this Contract to be executed by its City Manager and attested by its City Secretary, and Purchaser, as properly authorized by its governing board, has caused this Contract to be executed by its Executive Director.

IT IS AGREED:

**Purchaser,
TexAmericas Center**


William V. Cork
Executive Director/CEO

Approved as to Form:


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

The City of Texarkana, Texas

Attest

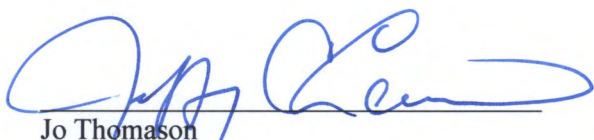


F. Larry Sullivan, Ed. D.
City Manager



Kerry Meredith
City Secretary

Approved as to Form:



Jo Thomason
Jeffery C. Lewis
Atchley, Russell, Waldrop & Hlavinka, LLP
Retained Legal Counsel

**AMENDMENT NUMBER ONE
TO
ECONOMIC DEVELOPMENT WATER SYSTEM TRANSFER CONTRACT**

This Amendment Number One to Economic Development Water System Transfer Contract is by and between the City of Texarkana, Texas ("Texarkana"), and TexAmericas Center ("TAC") and is effective the date opposite the latter of the two parties to execute the same as indicated below.

RECITALS

WHEREAS, Texarkana and TAC entered into that certain Economic Development Water System Transfer Contract ("Contract") for transfer of the water supply and distribution system located upon property owned by TAC acquired from the United States of America by Deed dated September 1, 2010, recording in Volume 5898, Page 1 of the Real Property Records of Bowie County, Texas to Texarkana; and

WHEREAS, the parties anticipate transfer of the system within thirty (30) days after the date of this letter by Bill of Sale as provided in the Contract; and

WHEREAS, the parties desire to amend said Contract to incorporate new and modify existing terms as mutually agreed by the parties;

NOW, THEREFORE, in consideration of the premises and mutual promises, covenants, and agreements contained herein, Texarkana and TAC hereby amend the Contract as follows:

1. The Agreement is amended by adding a new subsection 1.5 to read as follows:

1.5 Transfer of Certificate of Convenience and Necessity. TAC shall transfer its Certificate of Convenience and Necessity to provide potable water to the TAC East property to Texarkana. Texarkana shall file the appropriate application for said transfer and process the same at its expense. TAC shall execute any and all documents necessary to consummate the transfer of the Certificate of Convenience and Necessity. The Assignment shall be filed within thirty (30) days after the date Texarkana begins supplying water to TAC pursuant to that certain Water Supply Contract between Texarkana and TAC.

2. The Contract is amended by adding a new Section 1.6 to read as follows:

1.6 Disconnection of the TAC-East Water System from Day & Zimmerman System. Upon transfer of the TAC-East Water System from TAC to Texarkana, and Texarkana begins supplying water to TAC pursuant to that certain Water Supply Contract, Texarkana shall

disconnect the TAC-East Water Supply System from its existing connection to the Day & Zimmerman Water System. The cost for such disconnect shall be paid by Texarkana.

3. The Contract is amended by adding a new Section 1.7 to read as follows:

1.7 Elliott Lake Water Connection. To facilitate supplying water to the U.S. Army Facilities located at Elliott Lake, TAC shall construct a new water supply line and meter for service to the Elliott Lake Facilities, which new lines shall connect to the existing 10 inch water supply line (the Maud line). Texarkana shall charge TAC, and TAC shall pay Texarkana for water delivered to the Elliott Lake Facilities at the same rate Texarkana charges TAC under the terms of that certain Water Supply Contract dated on or about July 28, 2011 reference to which is hereby made for said purpose.

4. The Contract is amended by adding a new Section 1.8 to read as follows:

1.8 Transition Issues. 120 days after the date of transfer of the TAC-East Water System, the parties shall implement a Transition Plan including but not limited to the following items:

- A. TAC shall make the first contact giving notice to existing customers of the system of the transfer of ownership of the system and the plan for final billing by TAC and initial billing by Texarkana.
- B. TAC and Texarkana shall jointly read customer meters on a specified date for purposes of determining the final billing to customers by TAC and the initiation of service to the customers by Texarkana.
- C. TAC and Texarkana shall jointly work to locate existing service lines and laterals which will be active connections to the system. The parties shall jointly work to determine the location of said lines and prepare Computer Aided Drawings of the system, which maps when completed shall be the property of Texarkana. The expense of preparing the maps shall be paid by Texarkana.

5. The Contract is amended by adding a new Section 2.3 to read as follows:

2.3. Additional Water Supply Interconnect Construction and Costs. The design of the Interconnect has been revised at the request of Texarkana to include the construction at the Interconnect pump house of a bypass line and the installation of a flow meter. TAC shall construct the bypass line after approval of the plans and specifications for the same by Texarkana. TAC shall fund the construction of the bypass line for an amount not to exceed \$15,390.00 in construction costs. Texarkana shall install and pay for the flow meter after

transfer of the system. TexAmericas Center shall credit the sum of \$5,500.00 to the amount due to TexAmericas Center from Texarkana under Section 2.2.1 of the Contract leaving a net sum due from Texarkana of \$244,500.00 payable upon transfer of the system.

6 The Contract shall remain in full force and effect as amended by this Amendment Number One.

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

CITY OF TEXARKANA, TEXAS

By: _____

F. Larry Sullivan, Ed. D.
City Manager

ATTEST: _____

Kerry Meredith, City Secretary

Date: _____

7-9-12

TEXAMERICAS CENTER

By: _____

William V. Cork,
Executive Director/CEO

Date: _____

6/26/12

APPROVED AS TO FORM: _____

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

APPROVED AS TO FORM: _____

Jeffery C. Lewis

Atchley, Russell, Waldrop & Hlavinka, L.L.P.,
Retained Legal Counsel

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CITY OF TEXARKANA, TEXAS

By: _____

F. Larry Sullivan, Ed. D.
City Manager

ATTEST: _____

Kerry Meredith, City Secretary

Date: _____

7-9-12

TEXAMERICAS CENTER

By: _____

William V. Cork,
Executive Director/CEO

Date: _____

6/26/12

APPROVED AS TO FORM: _____

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

APPROVED AS TO FORM: _____

Jeffery C. Lewis

Atchley, Russell, Waldrop & Hlavinka, L.L.P.,
Retained Legal Counsel

City of Texarkana, Texas

Version: L

Update Date: 11/16/2015 5:06 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-111 amending the Code of Ordinances by adopting the National Electrical Code, NEC, 2014 edition, which amends Section 105-159 of the Code.
Briefing: 12/14/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections of the code.

Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the electrical building code. The current NEC, National Electric Code is the 2008 edition. The proposed ordinance is to adopt the 2014 edition of the NEC code.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (Insurance Service Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Electrical Board. The

City of Texarkana, Texas

members of this board are electricians that work in our city as well as citizens, staff and elected officials.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

Sec. 105-159. - National Electrical Code, 2008 2014 edition adopted.

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain code known as the National Electrical Code, 2008 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the city.

Potential Options:

Approve or deny the ordinance.

Fiscal Implications:

Cost to buy new books and train inspectors.

Staff Recommendation:

Staff Recommends approval of the ordinance.

Advisory Board/Committee Review:

Board/Committee Recommendation:

Electrical Board recommends approval.

Advisory Board/Committee Meeting Date and Minutes:

Meeting date: March 11, 2015

Attachments

- a. 2015-111 ORD Adopting 2014 NEC Elec (DOC)
- b. 2015-111 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015 -111 ORD ATTACH No 2. letter Nov 13 2015(PDF)
- d. 2015-111 ORD Adoption of NEC National Electric Code signed (PDF)

Staff Coordination

Assistant City Manager
Completed

Shirley Jaster
10/19/2015 3:16 PM

Department Head Review

City of Texarkana, Texas

Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	10/19/2015 3:17 PM	
Municipal Prosecutor	Deborah Jones	Review	Completed 10/20/2015
11:33 AM			
Public Information Officer		Lisa Thompson	PIO Review Completed
	10/21/2015 2:21 PM		
City Manager	John Whitson	City Manager Review	Completed 10/22/2015
3:57 PM			
City Council	Jennifer Evans	Meeting	Completed 10/26/2015
6:00 PM			

Meeting History

10/26/15	City Council	MOVED FORWARD	Next: 11/09/15
11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

PUBLISH

ORDINANCE NO. 2015-111

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE NATIONAL ELECTRICAL CODE, 2014 EDITION; BY AMENDING SECTION 105-159 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State of Texas has mandated the adoption and use of the latest version of the National Electrical Code; and

WHEREAS, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions; and

WHEREAS, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the deletion of section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, that would be addressed by the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions.

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

SECTION 1: That Section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-159. National Electrical Code – 2014 Edition Adopted.

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain Code known as the National Electrical Code, 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this chapter, said Code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the City.

SECTION 2: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of

Attachment: 2015-111 ORD Adopting 2014 NEC Elec [Revision 6] (1384 : 2015-111 ORD Adopting 2014 National Electric Code, NEC)

PUBLISH

Texarkana, Texas.

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

SECTION 4: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 5: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



CITY OF
TEXARKANA
Building and Code Division
TEXAS

220 Texas Blvd. Room 301
P.O. Box 1067
Texarkana, Texas 75504
Phone (903) 798-3912
Fax (903) 794-1257
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

Re: International Building Codes

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2nd floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or lhenry@txkusa.org

Sincerely,

FOR LYNN HENRY

Lynn Henry
Chief Building Official

ORDINANCE NO. 2015-111

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE NATIONAL ELECTRICAL CODE, 2014 EDITION; BY AMENDING SECTION 105-159 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the State of Texas has mandated the adoption and use of the latest version of the National Electrical Code; and

WHEREAS, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions; and

WHEREAS, the Electrical Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the deletion of section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, that would be addressed by the adoption of the National Electrical Code, 2014 Edition; with certain amendments, modifications, and deletions.

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

SECTION 1: That Section 105-159 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-159. National Electrical Code – 2014 Edition Adopted.

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of electrical equipment and systems, that certain Code known as the National Electrical Code, 2014 edition, save and except such portions as are hereinafter amended, modified or deleted by this chapter, said Code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the installation of electrical systems therein contained within the corporate limits of the City.

SECTION 2: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the

PUBLISH

passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

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

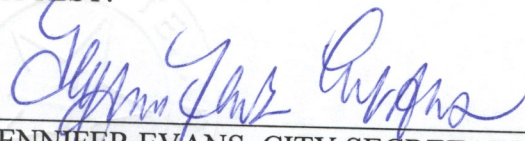
SECTION 4: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 5: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

8:06 p.m.

City of Texarkana, Texas

Version: N

Update Date: 12/3/2015 1:30 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-112 amending the Code of Ordinances by adopting the International Building Code, IBC, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-75 and 105-76 of the Code.
Briefing: 12/14/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

A second public hearing was held on November 23, 2015 at the regular city council meeting and no one from the public spoke on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current building IBC, International Building Code is the 2009 edition.

City of Texarkana, Texas

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

Below is a red line version of the change in the code:

Sec. 105-75. – International Building Code, ~~2009~~ 2015 addition adopted.

There is hereby adopted by the city for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, that certain building code known as the International Building Code, ~~2009~~ 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this division, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the construction of all buildings and other structures contained within the corporate limits of the city.

Sec. 105-76. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Building Code adopted by section 105-75 are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Building Code:

Section 101.4.1 Electrical, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto."

Section 103 Department of Building Safety, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 103 Inspection Department.

Section 103.1 Creation of enforcement agency, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the building official."

Section 106.3.3 Phased approval, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The building official is authorized to issue a permit for construction of a building shell prior to the receipt finish out documents. The required documents would include site plans with existing and finished grade, drainage, parking, foundation, structural and exterior finish details. It should also include proposed location of plumbing and electrical services and service sizes."

Section ~~112~~ 113 Board of Appeals, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 112 Building and Standards Commission.

City of Texarkana, Texas

Section 112.1 113.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Building Code. All references elsewhere in this said International Building Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."

Section 113.2 Limitations on authority, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 113.3 Qualifications, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 114 Violations, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 115 Stop Work Orders, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 116 Unsafe Structures and Equipment, of said International Building Code adopted by Section 105-75 herein, is hereby deleted in its entirety.

Section 116 Unsafe Structures and Equipment, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "When in the code official's judgment any structure or existing equipment become so unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, so that demolition is necessary, the code official shall apply the provisions of **Chapter 105**, article VI. Unsafe Buildings and Structures of Code of Ordinances to said building or structure."

Chapter 11 Accessibility, of the said International Building Code as adopted by section 105-75 herein, is hereby deleted in its entirety and the *Texas Accessibility Standards (TAS)* are hereby adopted and incorporated in their entirety as if fully set out in the said International Building Code.

Section 1805.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended by adding the following sentence: "In addition a minimum of four each No. 5 steel reinforcement bars are required in turned-down footings."

Chapter 27 Electrical, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the currently adopted National Electrical Code (NEC).

Section 3103.1.1 Permit required, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "Temporary structures shall not be erected, operated, or maintained for any commercial purpose without obtaining a permit from the building official. A permit is valid for a period of time not longer than 14 days. A permit may not be granted more than five times in each calendar year for any lot, premises, or location. Permits may not be granted for consecutive periods of time. The building official can approve a one-time seasonal permit for a period not to exceed forty-five (45) days, i.e., Christmas, Valentine's Day, Mother's Day, etc."

City of Texarkana, Texas

Potential Options:

Approve or deny the ordinance.

Fiscal Implications:

Cost to purchase new books and train inspectors.

Staff Recommendation:

Approval

Advisory Board/Committee Review:

Board/Committee Recommendation:

Building and Standards Commission recommends approval

Advisory Board/Committee Meeting Date and Minutes:

Meeting date: August 11, 2015

Attachments

- a. 2015 -112 ORD Adopting 2015 IBC (DOC)
- b. 2015-112 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-112 ORD ATTACH NO 2 LETTER Nov 13, 2015 (PDF)
- d. 2015-112 ORD Adoption of International Building Code and Residential Code signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review	
Completed	10/19/2015 3:35 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review Completed	10/19/2015 3:35 PM		
Public Information Officer	Lisa Thompson	PIO Review	Completed
	10/19/2015 4:01 PM		
Municipal Prosecutor Vicky Coopwood	Review	Skipped	10/21/2015
1:46 PM			
City Manager John Whitson	City Manager Review	Completed	10/22/2015
3:59 PM			
City Council Jennifer Evans	Meeting	Completed	10/26/2015
6:00 PM			

Meeting History

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

City of Texarkana, Texas

11/23/15

City Council MOVED FORWARD

Next: 12/14/15

PUBLISH

ORDINANCE NO. 2015-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL BUILDING CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-75 AND SECTION 105-76 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Building Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-75 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-75. - International Building Code, 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Building Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That Section 105-76 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

Sec. 105-76. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Building Code adopted by section 105-75, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Building Code:

Attachment: 2015 -112 ORD Adopting 2015 IBC [Revision 5] (1385 : 2015-112 ORD Adoption of 2015 International Building Code)

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Section 101.4.1 Electrical, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto."

Section 103 Department of Building Safety, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 103 Inspection Department.

Section 103.1 Creation of enforcement agency, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the building official."

Section 106.3.3 Phased approval, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The building official is authorized to issue a permit for construction of a building shell prior to the receipt of finish out documents. The required documents would include site plans with existing and finished grade, drainage, parking, foundation, structural and exterior finish details. It should also include proposed location of plumbing and electrical services and service sizes."

Section 113 Board of Appeals, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 112 Building and Standards Commission.

Section 113.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Building Code. All references elsewhere in this said International Building Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."

Section 113.2 Limitations on authority, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 113.3 Qualifications, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 114 Violations, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

PUBLISH

Section 115 Stop Work Orders, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 116 Unsafe Structures and Equipment, of said International Building Code adopted by Section 105-75 herein, is hereby deleted in its entirety.

Section 116 Unsafe Structures and Equipment, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "When in the code official's judgment any structure or existing equipment becomes so unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, so that demolition is necessary, the code official shall apply the provisions of Chapter 105, article VI. Unsafe Buildings and Structures of Code of Ordinances to said building or structure."

Chapter 11 Accessibility, of the said International Building Code as adopted by section 105-75 herein, is hereby deleted in its entirety and the *Texas Accessibility Standards (TAS)* are hereby adopted and incorporated in their entirety as if fully set out in the said International Building Code.

Section 1805.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended by adding the following sentence: "In addition a minimum of four each No. 5 steel reinforcement bars are required in turned-down footings."

Chapter 27 Electrical, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety. Electrical components, equipment and systems shall be designed and constructed in accordance with the provisions of the currently adopted National Electrical Code (NEC).

Section 3103.1.1 Permit required, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "Temporary structures shall not be erected, operated, or maintained for any commercial purpose without obtaining a permit from the building official. A permit is valid for a period of time not longer than 14 days. A permit may not be granted more than five times in each calendar year for any lot, premises, or location. Permits may not be granted for consecutive periods of time. The building official can approve a one-time seasonal permit for a period not to exceed forty-five (45) days, i.e., Christmas, Valentine's Day, Mother's Day, etc."

SECTION 3: That the City Secretary be and is hereby directed to publish the caption of this

PUBLISH

Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



CITY OF
TEXARKANA
Building and Code Division
TEXAS

220 Texas Blvd. Room 301
P.O. Box 1067
Texarkana, Texas 75504
Phone (903) 798-3912
Fax (903) 794-1257
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

Re: International Building Codes

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2nd floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or lhenny@txkusa.org

Sincerely,

FOR LYNN HENRY

Lynn Henry
Chief Building Official

PUBLISH

ORDINANCE NO. 2015-112

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL BUILDING CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-75 AND SECTION 105-76 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Building Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-75 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-75. - International Building Code, 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Building Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That Section 105-76 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

Sec. 105-76. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Building Code adopted by section 105-75, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Building Code:

PUBLISH

Section 101.4.1 Electrical, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The provisions of the National Electrical Code (NEC) shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto."

Section 103 Department of Building Safety, of the said International Building Code adopted by section 105-75 herein, is hereby amended to be entitled section 103 Inspection Department.

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Section 106.3.3 Phased approval, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The building official is authorized to issue a permit for construction of a building shell prior to the receipt of finish out documents. The required documents would include site plans with existing and finished grade, drainage, parking, foundation, structural and exterior finish details. It should also include proposed location of plumbing and electrical services and service sizes."

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Section 113.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows: "The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Building Code. All references elsewhere in this said International Building Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."

Section 113.2 Limitations on authority, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 113.3 Qualifications, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 114 Violations, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

PUBLISH

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Section 116 Unsafe Structures and Equipment, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "When in the code official's judgment any structure or existing equipment becomes so unsafe, unsanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, so that demolition is necessary, the code official shall apply the provisions of Chapter 105, article VI. Unsafe Buildings and Structures of Code of Ordinances to said building or structure."

Chapter 11 Accessibility, of the said International Building Code as adopted by section 105-75 herein, is hereby deleted in its entirety and the *Texas Accessibility Standards (TAS)* are hereby adopted and incorporated in their entirety as if fully set out in the said International Building Code.

Section 1805.1 General, of the said International Building Code adopted by section 105-75 herein, is hereby amended by adding the following sentence: "In addition a minimum of four each No. 5 steel reinforcement bars are required in turned-down footings."

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Section 3103.1.1 Permit required, of the said International Building Code adopted by section 105-75 herein, is hereby amended in its entirety to read as follows: "Temporary structures shall not be erected, operated, or maintained for any commercial purpose without obtaining a permit from the building official. A permit is valid for a period of time not longer than 14 days. A permit may not be granted more than five times in each calendar year for any lot, premises, or location. Permits may not be granted for consecutive periods of time. The building official can approve a one-time seasonal permit for a period not to exceed forty-five (45) days, i.e., Christmas, Valentine's Day, Mother's Day, etc."

PUBLISH

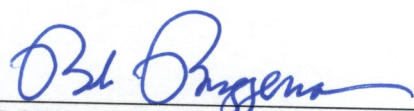
SECTION 3: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

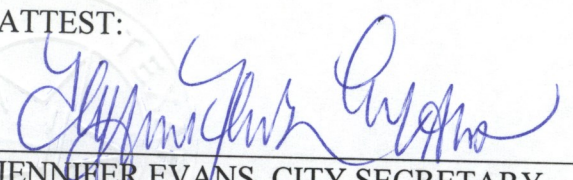
SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

8:07 p.m.

City of Texarkana, Texas

Version: M

Update Date: 12/3/2015 1:31 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-113 amending the Code of Ordinances by adopting the International Plumbing Code, IPC, 2015 edition, the International Fuel Gas Code, 2015 edition, and the International Mechanical Code, 2015 edition, each with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-256, 105-257, 105-258 and 105-259 of the Code.
Briefing: 12/14/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

Item Schedule

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

Updates/History of Briefing:

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

A second public hearing was held on November 23, 2015 at the regular city council meeting and no one from the public spoke on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current IPC, International Plumbing Code, Fuel Gas Code, and Mechanical Code is the 2009 edition.

City of Texarkana, Texas

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Plumbing Board. The members of this board are plumbers that work in our city as well as citizens.

Where there are deletions of the coded the City is using its own process to give notice of violation. Below is a red line version of the change in the code:

Sec. 105-256. - Plumbing code, fuel gas code and mechanical code, adopted.

(a)

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the safe installation and maintenance of all plumbing equipment and systems, natural gas piping and appliances and mechanical equipment and systems on all property and all buildings and all structures now erected or hereafter erected, changed, constructed, reconstructed, repaired or altered within the corporate limits of the city and outside the corporate limits in subdivisions within the extraterritorial jurisdiction limits of the city as provided by law those certain codes:

(1)

International Plumbing Code, ~~2009~~ 2015 edition, with appendices;

(2)

International Fuel Gas Code, ~~2009~~ 2015 edition, with appendices;

(3)

International Mechanical Code, ~~2009~~ 2015 edition, with appendices.

(b)

Said codes are incorporated herein as if fully set out herein; save and except such portions as are hereinafter amended, modified or deleted by this article. The term "code official" shall mean "building official" where used in the above codes.

Sec. 105-257. - Amendments, additions and deletions to plumbing code.

The following amendments, modifications and deletions to and from the International Plumbing Code adopted by section 105-256 are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Plumbing Code:

102.9 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this Code shall be determined by the code official. Master plumbers

City of Texarkana, Texas

and licensed journeyman plumbers may supervise only three apprentices at one time.

Section 108. Violation, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 605.3 *Water service pipe*. of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to add the following: "*Materials above ground*. Materials for water distribution pipes and tubing shall be brass, copper water tube minimum type K or L, stainless steel water tube minimum grade H, cast iron pressure pipe, galvanized steel, or chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing, Cross-linked polyethylene (PEX) tubing all to be installed with approved fittings; except that changes in direction in copper tube (ASTM B88) may be made with bends having a radius of not less than four (4) diameters of the tube, providing such bends are made by use of forming equipment which does not deform or create a loss in cross-sectional area of the tube. PEX to be insulated with closed cell foam pipe insulation in exterior walls and in attics." *Materials below ground*. Inaccessible water distribution piping under slabs shall be copper water tube minimum type K or L, brass, cast iron pressure pipe, all to be installed with approved fittings or bends. Cross-linked Polyethylene tubing (PEX) when sleeved and buried at least 6 inches under frost line, continuous with no connections underground, sleeve must be a minimum 2" or twice the diameter of the PEX, schedule 40 PVC, bends must be long sweep or a combination of fittings to produce the long sweep." Any material subject to corrosion shall be protected when used in corrosive soils."

Section 1003.3.4.1 Grease trap capacity, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Grease traps shall be sized according to section 42-138 of the Code of Ordinances of the City of Texarkana, Texas."

Appendix A Plumbing Permit Fee Schedule, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

Permit fees shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

City of Texarkana, Texas

Penalty fee: If any person commences any work before obtaining the necessary permits, the permit fee shall be doubled.

Permits will be required for all plumbing and irrigation to be erected, installed, enlarged, altered, repaired, removed, converted, or replaced. With Exemptions as outlined in Chapter 1, section 106.2 of the International Plumbing Code as adopted in section 105-256 herein.

Appendix C Gray Water Recycling Systems, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Sec. 105-258. - Amendments, additions and deletions to fuel gas code.

The following amendments, modifications and deletions to and from the International Fuel Gas Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Fuel Gas Code:

Section 108 Violation, of the said International Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 404.14.1 Limitations. of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Plastic piping must be buried at least 18 inches underground for its entire length and may not be used within or under any building or slab but must terminate no closer than two (2) feet to the building or slab. Gas piping must enter the structure above the foundation."

Sec. 105-259. - Amendments, additions and deletions to mechanical code.

The following amendments, modifications and deletions to and from the International Mechanical Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth

City of Texarkana, Texas

herein with reference to and prefaced by the section number or chapter number of the International Mechanical Code:

Section 108 Violation, of the said Mechanical Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 603.6.1.1 of the said Mechanical Code is amended as follows: "There shall be no flexible duct allowed over the length of 6 (six) feet, in the air conditioning and furnace system except for return air. These pieces will connect trunk lines or plenums to grills."

Appendix B Recommended Permit Fee Schedule of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Permit fees. The permit and inspection fees herein provided shall be paid to the city before the issuance of a permit and before any work has started. The fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website."

Potential Options:

Approve or deny the ordinance.

Fiscal Implications:

Cost to purchase new code books and train Inspectors

Staff Recommendation:

Approval

Advisory Board/Committee Review:

Board/Committee Recommendation:

Plumbing Board of Appeals recommends approval.

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

Meeting date: February 26, 2015

Attachments

- a. 2015-113 ORD Adopting IPC & Amend Plmb (DOC)
- b. 2015-113 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-113 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)
- d. 2015-113 ORD Adoption of International Plumbing, Fuel Gas & Mechanical Code signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	10/19/2015 3:08 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	10/20/2015 5:15 PM
Municipal Prosecutor Shirley Jaster	Review	Skipped 10/21/2015
4:01 PM		
Public Information Officer	Lisa Thompson	PIO Review
10/21/2015 4:03 PM		Completed
City Manager	John Whitson	City Manager Review
4:07 PM		Completed 10/22/2015
City Council	Jennifer Evans	Meeting
6:00 PM		Completed 10/26/2015

Meeting History

10/26/15	City Council	MOVED FORWARD	Next: 11/09/15
11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

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ORDINANCE NO. 2015-113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PLUMBING CODE, 2015 EDITION; THE INTERNATIONAL FUEL GAS CODE, 2015 EDITION; AND THE INTERNATIONAL MECHANICAL CODE, 2015 EDITION; EACH WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-256, 105-257, 105-258 AND 105-259 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Plumbing and Appeals Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Plumbing Code, 2015 Edition; the International Fuel Gas Code, 2015 Edition; and the International Mechanical Code, 2015 Edition; each with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-256 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-256. - Plumbing Code, Fuel Gas Code, and Mechanical Code – Adopted.

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of all plumbing equipment and systems, natural gas piping and appliances, and mechanical equipment and systems on all property and all buildings and all structures now erected or hereafter erected, changed, constructed, reconstructed, repaired or altered within the corporate limits of the City and outside the corporate limits in subdivisions within the extraterritorial jurisdiction limits of the City as provided by law those certain Codes:

- (a) International Plumbing Code, 2015 Edition, with appendices;
- (b) International Fuel Gas Code, 2015 Edition, with appendices;
- (c) International Mechanical Code, 2015 Edition, with appendices.

Said Codes are incorporated herein as if fully set out herein; save and except such portions as are hereinafter amended, modified or deleted by this chapter. The term “code official” shall mean “building official” where used in the above Codes.”

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SECTION 2: That Section 105-257, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-257. - Amendments, additions and deletions to plumbing code.

The following amendments, modifications and deletions to and from the International Plumbing Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Plumbing Code:

102.9 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this Code shall be determined by the code official. Master plumbers and licensed journeyman plumbers may supervise only three apprentices at one time.

Section 108. Violation, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 605.3 Water service pipe. of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to add the following: "*Materials above ground.* Materials for water distribution pipes and tubing shall be brass, copper water tube minimum type K or L, stainless steel water tube minimum grade H, cast iron pressure pipe, galvanized steel, or chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing, Cross-linked polyethylene (PEX) tubing all to be installed with approved fittings; except that changes in direction in copper tube (ASTM B88) may be made with bends having a radius of not less than four (4) diameters of the tube, providing such bends are made by use of forming equipment which does not deform or create a loss in cross-sectional area of the tube. PEX to be insulated with closed cell foam pipe insulation in exterior walls and in attics." *Materials below ground.* Inaccessible water distribution piping under slabs shall be copper water tube minimum type K or L, brass, cast iron

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pressure pipe, all to be installed with approved fittings or bends. Cross-linked Polyethylene tubing (PEX) when sleeved and buried at least 6 inches under frost line, continuous with no connections underground, sleeve must be a minimum 2" or twice the diameter of the PEX, schedule 40 PVC, bends must be long sweep or a combination of fittings to produce the long sweep." Any material subject to corrosion shall be protected when used in corrosive soils."

Section 1003.3.4.1 Grease trap capacity, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Grease traps shall be sized according to section 42-138 of the Code of Ordinances of the City of Texarkana, Texas."

Appendix A Plumbing Permit Fee Schedule, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

Permit fees shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

Penalty fee: If any person commences any work before obtaining the necessary permits, the permit fee shall be doubled.

Permits will be required for all plumbing and irrigation to be erected, installed, enlarged, altered, repaired, removed, converted, or replaced. With Exemptions as outlined in Chapter 1, section 106.2 of the International Plumbing Code as adopted in Sec. 105-256 herein.

Appendix C Gray Water Recycling Systems, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

SECTION 3: That Section 105-258 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-258. - Amendments, additions and deletions to fuel gas code.

The following amendments, modifications and deletions to and from the International Fuel Gas Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Fuel Gas Code:

Section 108 Violation, of the said International Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

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Section 109 Means of Appeal, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 404.1 Prohibited locations, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Underground gas piping shall not be installed closer than 24 inches to water or sewer piping."

Section 404.9 Minimum burial depth, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Underground piping systems shall be installed a minimum depth of 18 inches below grade, except as provided for in section 404.9.1."

Section 404.14.1 Limitations, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Plastic piping must be buried at least 18 inches underground for its entire length and may not be used within or under any building or slab but must terminate no closer than two feet to the building or slab. Gas piping must enter the structure above the foundation."

Section 406.4.1 Test pressure, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by amending the first sentence to read as follows: "The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than 20 psig, irrespective of design pressure."

SECTION 4: That Section 105-259 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-259. - Amendments, additions and deletions to mechanical code.

The following amendments, modifications and deletions to and from the International Mechanical Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Mechanical Code:

Section 108 Violation, of the said Mechanical Code adopted by section 105-256 herein, is hereby deleted in its entirety.

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Section 109 Means of Appeal, of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 603.6.1.1 of the said Mechanical Code is amended as follows: "There shall be no flexible duct allowed over the length of 6 (six) feet, in the air conditioning and furnace system except for return air. These pieces will connect trunk lines or plenums to grills."

Appendix B Recommended Permit Fee Schedule of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Permit fees. The permit and inspection fees herein provided shall be paid to the city before the issuance of a permit and before any work has started. The fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website."

SECTION 5: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 6: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 7: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 8: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **December**, 2015.

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BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



CITY OF
TEXARKANA
Building and Code Division
TEXAS

220 Texas Blvd. Room 301
P.O. Box 1067
Texarkana, Texas 75504
Phone (903) 798-3912
Fax (903) 794-1257
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

Re: International Building Codes

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2nd floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or lhenry@txkusa.org

Sincerely,

FOR LYNN HENRY

Lynn Henry
Chief Building Official

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ORDINANCE NO. 2015-113

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PLUMBING CODE, 2015 EDITION; THE INTERNATIONAL FUEL GAS CODE, 2015 EDITION; AND THE INTERNATIONAL MECHANICAL CODE, 2015 EDITION; EACH WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-256, 105-257, 105-258 AND 105-259 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Plumbing and Appeals Board voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Plumbing Code, 2015 Edition; the International Fuel Gas Code, 2015 Edition; and the International Mechanical Code, 2015 Edition; each with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-256 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-256. - Plumbing Code, Fuel Gas Code, and Mechanical Code – Adopted.

There is hereby adopted by the City of Texarkana, Texas, for the purpose of establishing rules and regulations for the safe installation and maintenance of all plumbing equipment and systems, natural gas piping and appliances, and mechanical equipment and systems on all property and all buildings and all structures now erected or hereafter erected, changed, constructed, reconstructed, repaired or altered within the corporate limits of the City and outside the corporate limits in subdivisions within the extraterritorial jurisdiction limits of the City as provided by law those certain Codes:

- (a) International Plumbing Code, 2015 Edition, with appendices;
- (b) International Fuel Gas Code, 2015 Edition, with appendices;
- (c) International Mechanical Code, 2015 Edition, with appendices.

Said Codes are incorporated herein as if fully set out herein; save and except such portions as are hereinafter amended, modified or deleted by this chapter. The term

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“code official” shall mean “building official” where used in the above Codes.”

SECTION 2: That Section 105-257, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-257. - Amendments, additions and deletions to plumbing code.

The following amendments, modifications and deletions to and from the International Plumbing Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Plumbing Code:

102.9 Requirements not covered by code. Any requirements necessary for the strength, stability or proper operation of an existing or proposed plumbing system, or for the public safety, health and general welfare, not specifically covered by this Code shall be determined by the code official. Master plumbers and licensed journeyman plumbers may supervise only three apprentices at one time.

Section 108. Violation, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 605.3 Water service pipe. of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to add the following: "*Materials above ground.* Materials for water distribution pipes and tubing shall be brass, copper water tube minimum type K or L, stainless steel water tube minimum grade H, cast iron pressure pipe, galvanized steel, or chlorinated polyvinyl chloride (CPVC) plastic pipe or tubing, Cross-linked polyethylene (PEX) tubing all to be installed with approved fittings; except that changes in direction in copper tube (ASTM B88) may be made with bends having a radius of not less than four (4) diameters of the tube, providing such bends are made by use of forming equipment which does not deform or create a loss in cross-sectional area of the tube. PEX to be insulated with closed cell foam pipe insulation in exterior walls and in attics." *Materials below ground.* Inaccessible water distribution piping under slabs shall

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be copper water tube minimum type K or L, brass, cast iron pressure pipe, all to be installed with approved fittings or bends. Cross-linked Polyethylene tubing (PEX) when sleeved and buried at least 6 inches under frost line, continuous with no connections underground, sleeve must be a minimum 2" or twice the diameter of the PEX, schedule 40 PVC, bends must be long sweep or a combination of fittings to produce the long sweep." Any material subject to corrosion shall be protected when used in corrosive soils."

Section 1003.3.4.1 Grease trap capacity, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Grease traps shall be sized according to section 42-138 of the Code of Ordinances of the City of Texarkana, Texas."

Appendix A Plumbing Permit Fee Schedule, of the said Plumbing Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

Permit fees shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

Penalty fee: If any person commences any work before obtaining the necessary permits, the permit fee shall be doubled.

Permits will be required for all plumbing and irrigation to be erected, installed, enlarged, altered, repaired, removed, converted, or replaced. With Exemptions as outlined in Chapter 1, section 106.2 of the International Plumbing Code as adopted in Sec. 105-256 herein.

Appendix C Gray Water Recycling Systems, of the said Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

SECTION 3: That Section 105-258 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-258. - Amendments, additions and deletions to fuel gas code.

The following amendments, modifications and deletions to and from the International Fuel Gas Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Fuel Gas Code:

Section 108 Violation, of the said International Plumbing Code adopted by section 105-256 herein, is hereby deleted in its entirety.

PUBLISH

Section 109 Means of Appeal, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 404.1 Prohibited locations, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Underground gas piping shall not be installed closer than 24 inches to water or sewer piping."

Section 404.9 Minimum burial depth, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Underground piping systems shall be installed a minimum depth of 18 inches below grade, except as provided for in section 404.9.1."

Section 404.14.1 Limitations, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by adding the following sentence: "Plastic piping must be buried at least 18 inches underground for its entire length and may not be used within or under any building or slab but must terminate no closer than two feet to the building or slab. Gas piping must enter the structure above the foundation."

Section 406.4.1 Test pressure, of the said Fuel Gas Code adopted by section 105-256 herein, is hereby amended by amending the first sentence to read as follows: "The test pressure to be used shall be no less than 1½ times the proposed maximum working pressure, but not less than 20 psig, irrespective of design pressure."

SECTION 4: That Section 105-259 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-259. - Amendments, additions and deletions to mechanical code.

The following amendments, modifications and deletions to and from the International Mechanical Code adopted by section 105-256, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Mechanical Code:

PUBLISH

Section 108 Violation, of the said Mechanical Code adopted by section 105-256 herein, is hereby deleted in its entirety.

Section 109 Means of Appeal, of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows: "Any person shall have the right to appeal a decision of the code official to the Plumbing Appeals and Advisory Board as set forth in section 105-262 of the Code of Ordinances of the City of Texarkana, Texas. An appeal shall be based on a claim that the true intent of this Code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this Code do not fully apply, or an equally good or better form of construction is proposed. An appeal must be filed within 20 days after notice of the decision of the code official is served."

Section 603.6.1.1 of the said Mechanical Code is amended as follows: "There shall be no flexible duct allowed over the length of 6 (six) feet, in the air conditioning and furnace system except for return air. These pieces will connect trunk lines or plenums to grills."

Appendix B Recommended Permit Fee Schedule of the said Mechanical Code adopted by section 105-256 herein, is hereby amended to read in its entirety as follows:

"Permit fees. The permit and inspection fees herein provided shall be paid to the city before the issuance of a permit and before any work has started. The fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office and city website."

SECTION 5: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 6: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 7: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

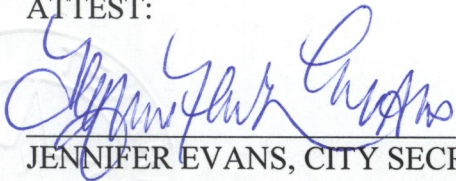
SECTION 8: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PUBLISH

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **December**, 2015.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

8:08 p.m.

City of Texarkana, Texas

Version: R

Update Date: 12/3/2015 1:32 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-114 amending the Code of Ordinances adopting the International Property Maintenance Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-356 and 105-357 of the Code.
Briefing: 12/14/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

Updates/History of Briefing: The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present. A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue. A second public hearing was held on November 23, 2015 at the regular city council meeting and no one from the public spoke on this issue. If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code. As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of the building code. The current building IBC, International Building Code is the 2009 edition.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current

City of Texarkana, Texas

edition.

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

Sec. 105-356. - International Property Maintenance Code, ~~2009~~ 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Property Maintenance Code, ~~2009~~ 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city

Sec. 105-357. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Property Maintenance Code adopted by section 105-356, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Property Maintenance Code:

Section 103 Department of Property Maintenance Inspection, of the said International Property Maintenance Code adopted by section 105-356 < herein, is hereby amended to be entitled section 103 Inspection Department.

Section 103.1 General, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the code official."

Section 106 Violation, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

City of Texarkana, Texas

Section 107 Notice and Orders, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 108 Unsafe Structures and Equipment, of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 110 Demolition, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

~~Section 111 Means of Appeal~~, of the said International Building Code adopted by section 105-75 herein, is hereby amended to read in its entirety as follows:

~~"111.1 General. The board known as the Building and Standards Commission, shall serve as the board to which appeals may be taken from decisions of the Building Official related to the International Property Maintenance Code. All references elsewhere in this said International Property Maintenance Code to the "Board of Appeals" or "Board" shall be construed to mean the Building and Standards Commission."~~

~~"111.2 Application for appeal. Any person directly affected by a decision of the code official or a notice or order issued under the code shall have the right to appeal to the Building and Standards Commission, provided that a written application for appeal is filed within 20 days after the day the decision, notice, or order was served by the code official. An application for appeal shall be based on a claim that the true intent of this Code or the rules legally adopted therein have been incorrectly interpreted, the provisions of this Code do not fully apply, or the requirements of this Code are adequately satisfied by other means."~~

Section 111 Means of Appeal, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 112 Stop Work Order, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Potential Options:

Approve or deny the ordinance.

Fiscal Implications:

Cost to purchase new books and train inspectors

Staff Recommendation:

Approval

City of Texarkana, Texas

Advisory Board/Committee Review:

Board/Committee Recommendation:

Building and Standards Commission

Advisory Board/Committee Meeting Date and Minutes:

Meeting date August 11, 2015

Attachments

- a. 2015114 ORD Adopting 2015 International Property Maintenance code (DOC)
- b. 2015-114 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-114 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)
- d. 2015-114 ORD Adoption of 2015 International Maintenance Code signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	10/19/2015 3:23 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review Completed	10/19/2015 3:23 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
10/19/2015 3:59 PM		
Municipal Prosecutor Vicky Coopwood	Review	Skipped 10/21/2015
1:46 PM		
City Manager John Whitson	City Manager Review Completed	10/22/2015
4:08 PM		
City Council Jennifer Evans	Meeting Completed	10/26/2015
6:00 PM		

Meeting History

10/26/15	City Council	MOVED FORWARD	Next: 11/09/15
11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

PUBLISH

ORDINANCE NO. 2015-114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-356 AND 105-357, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Property Maintenance Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-356 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-356. - International Property Maintenance Code, 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Property Maintenance Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That Section 105-357, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-357. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Property Maintenance Code adopted by section 105-356, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Property Maintenance Code:

Section 103 Department of Property Maintenance Inspection, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to be entitled section 103 Inspection Department.

PUBLISH

Section 103.1 General, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the code official."

Section 106. Violation, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 107 Notice and Orders of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 108 Unsafe Structures and Equipment of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 110 Demolition, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 111 Means of Appeal, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 112 Stop Work Order of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

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

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015**.

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



CITY OF
TEXARKANA
Building and Code Division
TEXAS

220 Texas Blvd. Room 301
P.O. Box 1067
Texarkana, Texas 75504
Phone (903) 798-3912
Fax (903) 794-1257
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

Re: International Building Codes

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2nd floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or lhenry@txkusa.org

Sincerely,


FOR LYNN HENRY

Lynn Henry
Chief Building Official

PUBLISH

ORDINANCE NO. 2015-114

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTIONS 105-356 AND 105-357, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Property Maintenance Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-356 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-356. - International Property Maintenance Code, 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Property Maintenance Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That Section 105-357, of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-357. - Amendments; modifications; deletions.

The following amendments, modifications and deletions to and from the International Property Maintenance Code adopted by section 105-356, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Property Maintenance Code:

Section 103 Department of Property Maintenance Inspection, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to be entitled section 103 Inspection Department.

Attachment: 2015-114 ORD Adoption of 2015 International Maintenance Code signed (1387 : 2015-114 ORD Adoption of IPM, International Property

PUBLISH

Section 103.1 General, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby amended to read in its entirety as follows: "The Inspection Department is hereby created and the official in charge thereof shall be known as the code official."

Section 106. Violation, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 107 Notice and Orders of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 108 Unsafe Structures and Equipment of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 110 Demolition, of the said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

Section 111 Means of Appeal, of the said International Building Code adopted by section 105-75 herein, is hereby deleted in its entirety.

Section 112 Stop Work Order of said International Property Maintenance Code adopted by section 105-356 herein, is hereby deleted in its entirety.

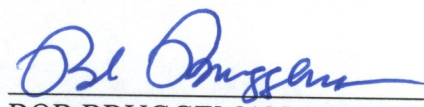
SECTION 3: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

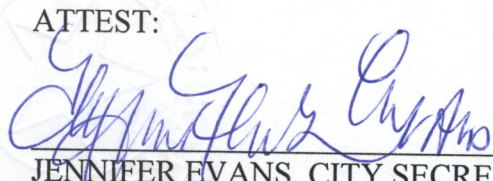
SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

8:09 p.m.

City of Texarkana, Texas

Version: N

Update Date: 12/3/2015 1:33 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2015-115 amending the Code of Ordinances by adopting the International Residential Code, 2015 edition, with certain amendments, modifications, deletions, and appendices by amending in their entirety Sections 105-98 and 105-99 of the Code.
Briefing: 12/14/2015 **Public Hearing:** 11/23/2015 **Second Briefing:** December 14, 2015 **Council Vote:** 1/11/2016

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

The Homebuilders Association met with Mr. Henry and Mr. Whitson at lunch on November 5, 2015 at city hall to discuss the new adoption of the code. All present understood the need to adopt the latest addition of the code and no objections were raised by the members present.

A public hearing was held on November 9, 2015 at the regular City Council meeting and no one spoke on this item. The City had sent a letter informing the contractors that this public hearing was at 7 PM instead of 6 PM, therefore another letter was sent on Friday, November 13, 2015 informing the contractors that another public hearing is scheduled on November 23, 2015 at the regular City Council meeting. This will insure transparency and give anyone a chance to address the Council with any comments on this issue.

A second public hearing was held on November 23, 2015 at the regular city council meeting and no one from the public spoke on this issue.

If the council adopts the new code any project that has a current building permit will remain under the old code for completion of the project. Any new codes will also be granted a 90 day grace period to get all contractors familiar with the new code.

As a reminder, adoption of the new code does not change other sections in our current code that exempt, modify or delete sections or the code, unless it is listed in the ordinance.

Executive Summary and Background Information:

The City keeps current with codes in the building and construction business by adopting newer editions of

City of Texarkana, Texas

the building code. The current building IRC, International Residential Code is the 2009 edition.

It is important for life safety to stay current with the national codes for all buildings in our City. The adoption of this code will also increase our ISO (International Insurance Organization) rating. That ISO rating requires Cities to be within 5 years of the most current edition.

Adoption of the new edition has been reviewed and approved by the Building and Standards Commission. The members of this commission are contractors that work in our city as well as citizens.

The Homebuilders Association will be meeting with Lynn Henry, Chief Building Official and John Whitson, City Manager to review the new codes in a couple of weeks.

Below is a red line version of the change in the code:

Sec. 105-98. - International Residential Code for One- and Two-Family Dwellings, 2009 2015 edition adopted.

There is hereby adopted by the city, for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with separate means of egress, including permits and penalties, that certain building code known as the International Residential Code for One- and Two-Family Dwellings, ~~2009~~ 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this division, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the construction of all one- and two-family dwellings and other structures therein regulated within the corporate limits of the city.

Sec. 105-99. - Amendments, modifications and deletions.

The following amendments, modifications and deletions to and from the International Residential Code for One- and Two-Family Dwellings adopted by section 105-98, are hereby made and adopted, such amendments, modifications and deletions being set forth herein with reference to and prefaced by the section number or chapter number of the International Residential Code for One- and Two-Family Dwellings:

Section R110.3 Certificate issued, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

Section R112.3 Qualifications, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

Section R112.4 Administration, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

City of Texarkana, Texas

Section R113 Violations, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

Section R 114 Stop Work Order, of the said International Residential Code adopted by section 105-98 herein, is hereby deleted in its entirety.

Potential Options:

Approve or deny the ordinance

Fiscal Implications:

Cost to purchase new books and train inspectors

Staff Recommendation:

Approval

Advisory Board/Committee Review:

Board/Committee Recommendation:

Building and Standards Commission

Advisory Board/Committee Meeting Date and Minutes:

Meeting Date: August 11, 2015

Attachments

- a. 2015-115 ORD Adopting 2015 IRC & Amend (DOC)
- b. 2015-115 ORD ATTCH No. 1 Goals & Perspectives (DOCX)
- c. 2015-115 ORD ATTACH No 2 Letter Nov. 13, 2015 (PDF)
- d. 2015-115 ORD Adoption of 2015 International Residential Code signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	10/19/2015 3:31 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	10/19/2015 3:31 PM
Public Information Officer	Lisa Thompson	PIO Review
	10/19/2015 4:00 PM	Completed
Municipal Prosecutor Vicky Coopwood	Review	Skipped
1:47 PM		10/21/2015
City Manager	John Whitson	City Manager Review
4:09 PM	Completed	10/22/2015

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

10/26/2015

Meeting History

10/26/15	City Council	MOVED FORWARD	Next: 11/09/15
11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

PUBLISH

ORDINANCE NO. 2015-115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-98 AND SECTION 105-99 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Building and Standards Commission voted unanimously to recommend to the City Council of the City of Texarkana, Texas, the adoption of the International Residential Code, 2015 Edition; with certain amendments, modifications, deletions and appendices.

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

SECTION 1: That Section 105-98 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

Sec. 105-98. - International Residential Code, 2015 edition adopted.

There is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain building code known as the International Residential Code, 2015 edition, save and except such portions as are hereinafter amended, modified or deleted by this article, said code being incorporated herein as if fully set out herein; the provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That Section 105-99 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to read as follows:

Sec. 105-99. - Amendments, modifications and deletions.

The following amendments, modifications and deletions to and from the International Residential Code for One- and Two-Family Dwellings adopted by section 105-98, are hereby made and adopted, such amendments, modifications and deletions being set forth

PUBLISH

herein with reference to and prefaced by the section number or chapter number of the International Residential Code for One- and Two-Family Dwellings:

Section R110.3 Certificate issued, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

Section R112.3 Qualifications, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

Section R112.4 Administration, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

Section R113 Violations, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

Section R114 Stop Work Order, of the said International Residential Code adopted by Section 105-98 herein, is hereby deleted in its entirety.

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

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the **14th day of December, 2015.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:



CITY OF
TEXARKANA
Building and Code Division
TEXAS

220 Texas Blvd. Room 301
P.O. Box 1067
Texarkana, Texas 75504
Phone (903) 798-3912
Fax (903) 794-1257
<http://ci.texarkana.tx.us>

November 13, 2015

To: Plumbing, Electrical, Mechanical, Commercial and Residential Building Contractors

Re: International Building Codes

On Monday, November 9, 2015 the Texarkana Texas City Council met in a regularly scheduled council meeting at 6:00 p.m. to discuss adopting the 2015 International Codes and the 2014 NEC Electrical Codes. Due to misinformation printed in a letter mailed from this office, some interested parties may not have been present for the public hearing regarding this issue. I apologize for any inconvenience our mistake may have caused. The city has planned another public hearing to allow any interested citizen the opportunity to provide input to council regarding this decision.

The City of Texarkana Texas will hold a public hearing for all the Building Code revision updates at the City Council Meeting on November 23, 2015 at 6:00 p.m. located in the City Council Chambers, 2nd floor, 220 Texas Boulevard.

The City Council will consider adopting the 2015 International Codes and the 2014 NEC Electrical Codes with some existing amendments, modifications, deletions and appendices.

The proposed adoption of the latest codes will improve the ISO rating for the city and for building insurance purposes.

If you have any questions before the meeting, please don't hesitate to contact me at 903-798-3912 or lhenry@txkusa.org

Sincerely,

FOR LYNN HENRY

Lynn Henry
Chief Building Official

PUBLISH

ORDINANCE NO. 2015-115

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADOPTING THE INTERNATIONAL RESIDENTIAL CODE, 2015 EDITION; WITH CERTAIN AMENDMENTS, MODIFICATIONS, DELETIONS; AND APPENDICES BY AMENDING IN THEIR ENTIRETY SECTION 105-98 AND SECTION 105-99 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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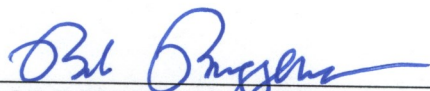
SECTION 3: That the City Secretary be and is hereby directed to publish the caption of this Ordinance for three (3) successive days in the Texarkana Gazette within ten (10) days of the passage of this Ordinance, as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 4: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

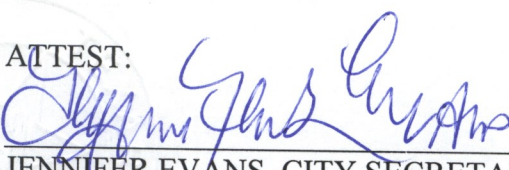
SECTION 5: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 6: That this Ordinance shall be in full force and effect immediately upon its passage, approval and publication.

PASSED AND APPROVED in Regular Council Session on this the 14th day of December, 2015.


BOB BRUGGEMAN, MAYOR

ATTEST:


JENNIFER EVANS, CITY SECRETARY

8:10 p.m.

City of Texarkana, Texas

Version: D

Update Date: 11/5/2015 9:52 AM

Briefing Sheet**Lead Department:** Finance Department**Action Officer:** Charlie Bassett, CFO**Subject:** Resolution No. 2015-122 approving the City's investment policy.

Public	Second	Council
Briefing: <u>1/11/2016</u>	Hearing: 11/23/2015	Briefing: <u>December 14, 2015</u>
		Vote: <u>1/11/2016</u>

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

NOT APPLICABLE

Executive Summary and Background Information:

The Public Funds Investment Act, as amended, requires the City to annually adopt an investment policy and investment strategies. The attached Exhibit "A" complies with the Public Funds Investment Act, and authorizes investment of City funds in safe and prudent investments. The City's investment consultant, Valley View Consulting, LLC, has assisted staff in updating this policy to comply with state requirements.

Potential Options:

- Approve the recommended policy
- Reject the policy and recommend an alternative policy

Fiscal Implications:

Allows placement of available funds in safe and prudent investments, providing additional usable resources to the City.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Investment Committee

Board/Committee Recommendation:

Investment Committee recommends approval.

Advisory Board/Committee Meeting Date and Minutes:

Investment Committee minutes dated August 5, 2015 are attached.

Attachments

- 2015-122 RES Approving City's Investment Policy (DOC)

City of Texarkana, Texas

- b. 2015-122 RES ATTCH No. 01 EXH A Investment Policy (DOC)
- c. 2015-122 RES ATTCH No. 2 Goals & Perspectives (DOCX)
- d. 2015-122 RES ATTCH No. 3 Investment Committee Meeting Minutes 08.05.15 (DOCX)

Staff Coordination

Finance Department	Charlie Bassett	Department Head Review	Completed
	10/26/2015 11:39 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	10/26/2015 1:06 PM	
Public Information Officer		Lisa Thompson	PIO Review
	10/26/2015 1:08 PM		Completed
City Manager	John Whitson	City Manager Review	Completed
9:52 AM			11/05/2015
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			11/09/2015

Meeting History

11/09/15	City Council	MOVED FORWARD	Next: 11/23/15
11/23/15	City Council	MOVED FORWARD	Next: 12/14/15

RESOLUTION NO. 2015-122

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE CITY'S INVESTMENT POLICY; RECORDING THE ANNUAL REVIEW; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act, as amended, requires the City to annually adopt an investment policy and investment strategies by rule, order, ordinance, or resolution; and

WHEREAS, the attached (**Exhibit "A"**) investment policy complies with the current Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments.

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

SECTION 1: The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2: The City Council of the City of Texarkana, Texas approves the investment policy and investment strategy (**Exhibit "A"**).

SECTION 3: The City Council of the City of Texarkana, Texas has performed an annual review of the investment policy and strategies and adopts its statements in the minutes recording that review.

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

PASSED AND APPROVED in Regular Council Session on this the **11th day of January, 2016.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CITY OF TEXARKANA, TEXAS

INVESTMENT POLICY



OCTOBER 27, 2014

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CITY OF TEXARKANA, TEXAS

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INTRODUCTION

The purpose of this document is to set forth specific investment policy and strategy guidelines for the City of Texarkana, Texas (the “City”) in order to achieve the goals of safety, liquidity, public trust, and yield for all investment activity. The City Council of the City shall review and adopt, by resolution, its investment strategies and policy not less than annually. The resolution shall include a record of changes made to either the Investment Policy or strategy. This Policy serves to satisfy the statutory requirement, specifically the Public Funds Investment Act and Public Funds Collateral Act, Texas Government Code Chapter 2256 and Chapter 2257(the “PFIA” and “PFCFA” respectively) to define, adopt, and review a formal investment strategy and policy.

INVESTMENT STRATEGY

The City maintains two distinct portfolios (the City and the Water Utilities Department), which independently utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the portfolios:

- A. Investment strategies for operating funds and combined pools containing operating funds have as their primary objectives to preserve principal and assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio structure, which will experience minimal volatility during economic cycles. This may be accomplished by maintaining adequate liquid balances and utilizing high quality, short-to-medium term investments, which will complement each other in a ladder or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The dollar weighted average maturity of 365 days or less will be calculated using the stated final maturity date of each investment. The maximum stated final maturity shall

be three years. The yield objective shall be a comparable maturity rolling Treasury portfolio.

- B. Investment strategies for debt service funds shall have as the primary objectives the preservation of principal and the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a short-term, government portfolio local government pool.
- C. Investment strategies for debt service reserve funds shall have as the primary objectives to preserve principal and to generate a dependable revenue stream to the appropriate debt service fund from investments with a low degree of volatility. Investments shall be of high quality and, except as may be required by the bond ordinance specific to an individual issue, of short-to-intermediate term maturities. Maximum maturity shall be the shorter of the first call date or five years. Volatility shall be further controlled through the purchase of securities carrying the highest coupon available, within the desired maturity and quality range, without paying a premium, if at all possible. Any investment authorized by this Policy is suitable for these funds. The yield objective shall be a comparable maturity rolling Treasury portfolio.
- D. Investment strategies for special projects or special purpose fund portfolios will have as their primary objectives to preserve principal and to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in cash equivalent investments to allow for flexibility and unanticipated project outlays, and by utilizing high quality, short-to-medium term investments, which will complement each other in a laddered or barbell maturity structure, and can be easily liquidated if the need arises. Any investment authorized by this Policy is suitable for these funds. The stated final

maturity dates of securities held should not exceed the estimated project completion date. The yield objective shall be a comparable maturity rolling Treasury portfolio.

INVESTMENT POLICY

A. SCOPE

This Investment Policy applies to all financial assets of the City including the Water Utilities Department. These funds are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Special Revenue Funds
- Debt Service Funds
- Capital Projects Funds
- Proprietary Funds
- All Other Funds

This Policy shall not govern the Firemen's Relief and Pension Fund which is under the management and supervision of the City of Texarkana, Texas Firemen's Relief and Pension Fund Board of Trustees.

B. OBJECTIVES

The City shall manage and invest its cash with four objectives, listed in order of priority: Safety, Liquidity, Public Trust, and Yield. The safety of the principal invested always remains the primary objective. All investments shall be designed and managed in a manner responsive to the public trust and consistent with State and Local law.

The City shall maintain a comprehensive cash management program which includes collection of accounts receivable, vendor payment in accordance with invoice terms, and prudent investment of available cash. Cash management is defined as the process of managing monies in order to ensure maximum cash availability and maximum yield on short-term investment of pooled idle cash.

1. Safety

The primary objective of the City's investment activity is the preservation of principal in the overall portfolio. Each investment transaction shall be conducted in a manner to avoid principal losses, whether from investment defaults or erosion of market value.

2. Liquidity

The City's investment portfolio shall be structured such that the City is able to meet all obligations in a timely manner. This shall be achieved by maintaining adequate cash equivalent balances, matching investment maturities with forecasted cash flow requirements, and by investing in securities with active secondary markets.

3. Public Trust

All participants in the City's investment process shall seek to act responsibly as custodians of the public trust. Investment Officers shall avoid any transaction which might impair public confidence in the City's ability to govern effectively.

4. Yield

The City's cash management portfolio shall seek to augment returns above this threshold consistent with risk limitations identified herein and prudent investment policies.

C. RESPONSIBILITY AND CONTROL

1. Investment Committee

An Investment Committee, consisting of one City Council Member appointed by the Mayor, City Chief Executive Officer/Manager (or his designee), Chief Financial Officer/Finance Director (City), Director of Finance (Water Utilities Department), Accounting/Human Resources Manager (Water Utilities Department), ~~and Financial Services Manager~~ Assistant Chief Financial Officer (City), and Controller/Accounting Manager (City) shall meet as needed to determine operational strategies and to monitor

results. The Investment Committee shall include in its deliberation such topics as: performance reports, economic outlook, portfolio diversification, maturity structure, potential risk to the City's funds, authorized broker/dealers, eligible investment training sources, and the target rate of return on the investment portfolio.

2. Delegation of Authority and Training

Authority to manage the City's investment program is derived from the City Charter. The Chief Financial Officer/Finance Director, ~~Financial Services Manager~~Assistant Chief Financial Officer, and Controller/~~Accounting Manager~~ are designated as Investment Officers and are responsible for investment decisions and activities for the City portfolio. The Director of Finance and Accounting/Human Resources Manager are designated as Investment Officers and are responsible for investment decisions and activities for the Water Utilities Department portfolio. The Chief Financial Officer/Finance Director and Director of Finance shall establish written procedures for the operation of their respective investment program, consistent with this Investment Policy. In order to ensure qualified and capable investment management, the Investment Officers shall attend training sessions relating to the Officer's responsibility under the PFIA within 12 months after assuming duties and receive at least 10 hours of training, and additional training sessions not less than once every two year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date, and receive at least 108 hours of training ~~at these sessions~~. Independent sources for sSuch training ~~from an independent source~~ shall be approved by the Investment Committee.

3. Internal Controls

The Chief Financial Officer/Finance Director and Director of Finance, or their respective designee, are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the City are protected from loss, theft or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of a control should not exceed the benefits likely to be

derived; and (2) the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the Chief Financial Officer/Finance Director and Director of Finance shall establish a process for annual independent review by an external auditor in conjunction with the annual audit, to assure compliance with policies and procedures. The internal controls shall address the following points:

- A. Control of collusion.
- B. Separation of transaction authority from accounting and record keeping.
- C. Custodial safekeeping.
- D. Avoidance of physical delivery securities.
- E. Clear delegation of authority to subordinate staff members.
- F. Written confirmation for telephone (voice) transactions for investments and wire transfers.

4. Prudence

The standard of prudence to be applied by the Investment Officers shall be the “prudent person” rule, which states: “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital, as well as the probable income to be derived.” In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- A. The investment of all funds, or funds under the City’s control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment.

- B. Whether the investment decision was consistent with the written Investment Policy of the City.

An Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and that appropriate action is taken to control adverse developments.

5. Ethics and Conflicts of Interest

Investment Officers shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. Investment Officers shall disclose to the City Manager any material financial interest in financial institutions that conduct business with the City and they shall further disclose positions that could be related to the performance of the City's portfolio. Investment Officers shall subordinate their personal financial transactions to those of the City, particularly with regard to timing of purchases and sales.

An Investment Officer of the City who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the City Council.

D. REPORTING

1. Quarterly Reporting

The Chief Financial Officer/Finance Director shall submit a quarterly investment report in compliance with the PFIA and signed by all Investment Officers.

2. Annual Report

Within a reasonable time after the end of the fiscal year, the Chief Financial Officer/Finance Director shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council.

3. Methods

The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner which will allow the City to ascertain whether investment activities during the reporting period have conformed to the Investment Policy. The report will be prepared in compliance with the PFIA. The report will be provided to the City Manager and City Council. The report will include the following:

- A. A listing of individual investments held at the end of the reporting period. This list will include the name of the fund or pooled group fund for which each individual investment was acquired.
- B. Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be obtained from financial institutions or portfolio reporting services independent from the investment provider.
- C. Additions and changes to the market value during the period.
- D. Fully accrued interest for the reporting period.
- E. Average weighted yield to maturity of portfolio on City investments as compared to applicable benchmarks.

- F. Listing of investments by maturity date.
- G. The percentage of the total portfolio which each type of investment represents.
- H. Statement of compliance of the City's investment portfolio with State Law and the Investment Strategy and Policy approved by the City Council.

In conjunction with the annual audit, a formal annual review of these reports will be performed by an independent auditor with the results reported to the City Council as part of the overall audit report.

E. INVESTMENT PORTFOLIO

1. Active Portfolio Management

The City shall pursue an active versus a passive portfolio management philosophy. That is, investments may be sold or redeemed before they mature if market conditions present an opportunity for the City to benefit from the trade. The Investment Officers will routinely monitor the contents of the portfolio, the available markets, and the relative value of competing instruments, and will adjust the portfolio accordingly.

2. Performance

It is the City's policy to purchase investments with maturity dates coinciding with cash flow requirements. Using this strategy, the City attempts to purchase the highest yielding allowable investments available at the time of purchase. The City shall encourage a competitive environment for all investment activities including investment pool and mutual fund selections, financial institution deposit placements, securities transactions, and other investment-related proceedings. Weighted-average-yield-to-maturity shall be the portfolio's performance measurement standard.

3. Investments

Assets of the City may be invested in the following instruments; provided, however, that at no time shall assets of the City be invested in any instrument or security not authorized at the time of purchase for investment under the PFIA, as the PFIA may from time to time be amended. The City is not required to liquidate investments that were authorized investments at the time of purchase. All prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

a). Authorized

1. Obligations issued, guaranteed, or insured by the United States of America, its agencies and instrumentalities, which have a liquid market with a readily determinable market value, including letters of credit.
2. Direct obligations of the State of Texas, its agencies and instrumentalities.
3. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of this State or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Obligations of the States, agencies thereof, Counties, Cities, and other political subdivision of any state having been rated as investment quality by a nationally recognized investment rating firm, and having received a rating of not less than "A" or its equivalent.
5. Certificates of Deposit, and other forms of deposit, of state and national banks, savings banks, or state or federal credit unions that

has a main or branch office in Texas, guaranteed or insured by the Federal Deposit Insurance Corporation (or its successor) or the National Credit Union Share Insurance Fund (or its successor), or secured by obligations described in G. 3. Collateral Defined. Bids/quotes for certificates of deposit may be solicited in the following ways: orally, in writing, electronically, or in any combination of the above methods.

6. Fully collateralized direct repurchase agreements with a defined termination date secured by cash or obligations of the United States or its agencies and instrumentalities. Securities purchased must be pledged to the City, held in the City's account, and deposited at the time of the investment with the City, and placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in Texas. Such agreements may include direct security repurchase agreements and reverse security repurchase agreements with terms of 90 days or less after the delivery date. Funds received by the City under a reverse security agreement shall be used to acquire additional authorized investments, but those investments must mature no later than the expiration date stated in the reverse security repurchase agreement.
7. Local Government Investment Pools, if the pool is specifically approved by the Council and the pool invests only in investments authorized by the PFIA. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service. In order to be eligible to receive City funds a pool must comply with all PFIA requirements.
8. "Money Market" mutual funds that have a rating of AAA by least one nationally recognized rating firm and are "no-load" funds. A "money

market” mutual fund must maintain a \$1 share value and include only short-term, highly liquid, and relatively low risk debt instruments. Must be registered with and regulated by the Securities and Exchange Commission. The City cannot own more than 10% of the mutual fund’s total assets.

9. Guaranteed Investment contracts are allowed investments for bond proceeds only, if such contracts have a defined termination date, are secured by U.S. Government direct or agency obligations approved by the PFIA, in an amount equal to the bond proceeds, if security is pledged to the City and deposited with the City or a third party, and if the investment term is limited to five years from the date of bond issuance. In addition, specific provisions under PFIA Section 2256.015(c) 1-5 must be met to allow investment in these contracts.

b. Not Authorized

The City’s authorized investment options are more restrictive than those allowed by State law. State law specifically prohibits investment in the following investment securities, or investment in specific instruments at levels higher than those listed below:

- 1) Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal.
- 2) Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest.
- 3) Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.

- 4) Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

4. Holding Period

The City intends to match the holding periods of investment funds with liquidity needs of the City.

5. Risk and Diversification

The City recognizes that investment risks can result from issuer defaults, market price changes or various technical complications leading to temporary illiquidity. Risk is controlled through portfolio diversification which shall be achieved by the following general guidelines:

- a) Risk of issuer default is controlled by limiting investments to those instruments allowed by the PFIA, which are described herein.
- b) Risk of market price changes shall be controlled by avoiding over-concentration of assets in a specific maturity sector, maintenance of adequate liquidity, and limitation of appropriate average maturity.
- c) Risk of temporary illiquidity shall be controlled by monitoring the rating of each issuer, as applicable, at least quarterly, and taking all prudent measures that are consistent with this Policy to liquidate an investment that does not have the minimum rating.

F. SELECTION OF FINANCIAL INSTITUTIONS AND BROKER/DEALERS

1. Depository

In compliance with State legislation, a Primary Depository shall be selected through the City's banking services procurement process, which shall include a formal request for application (RFA). In selecting a Primary Depository, the credit worthiness of institutions shall be considered, and the Chief Financial Officer/Finance Director shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history. In addition, the City may establish non-primary banking relationships based on deposit and unique service capabilities.

Institutions seeking to establish eligibility for the City's depository shall submit for review financial statements, evidence of federal insurance and other information as required by the Chief Financial Officer/Finance Director.

Any institution designated as a depository by the City will provide collateral in accordance with this Policy and applicable State law. The City reserves the right, in its sole discretion, to accept or reject any form of insurance or collateralization pledged towards depository deposits. Institutions serving as a depository will be required to sign a Depository/Collateral Agreement with the City. The collateralized deposit portion of the Agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- The agreement must be in writing;
- The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;

- The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- The agreement must be part of the Depository's "official record" continuously since its execution.

2. Broker/Dealers

For broker/dealers, the City shall select only those dealers reporting to the Market Reports Division of the Federal Reserve Board of New York, also known as the "Primary Government Security Dealers", unless analysis reveals that other firms are adequately financed to conduct public business. All broker/dealers shall provide the City with references from public entities which they are currently serving. The Investment Committee shall adopt and annually review a list of qualified broker/dealers authorized to engage in investment transactions with the City.

All investment providers, financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the following, as appropriate:

- audited financial statements
- proof of Financial Industry Regulatory Authority (FINRA) certification
- proof of state registration
- certification of having received and thoroughly reviewed the City's Investment Policy, signed by a qualified representative of the organization, acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on

an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

G. SAFEKEEPING AND CUSTODY

1. Insurance or Collateral

All non-insured deposits and repurchase agreement investments of City funds shall be secured as required by State legislation. In order to anticipate market changes and provide a level of security for all funds, the minimum collateralization level will be 102% of market value of principal plus accrued interest on the deposits or repurchase agreement investments less any amount insured. Evidence of the pledged collateral shall be maintained by the Chief Financial Officer/Finance Director or Director or Finance (for their respective portfolios), or a third party financial institution. Repurchase agreements shall be documented by a specific agreement noting the eligible collateral pledge in each agreement. Collateral shall be reviewed at least monthly to assure that the market value of the pledged securities is adequate.

2. Custodial Agreement

Collateral pledged to secure deposits of the City shall be held by a custodian institution in accordance with a Custodial Agreement which clearly defines the procedural steps for gaining access to the collateral should the City determine that the City's funds are in jeopardy. The custodian institution shall be the Federal Reserve Bank or an institution not affiliated with the firm pledging the collateral.

3. Collateral Defined

The City shall accept only the following as collateral:

- a) FDIC and NCUSIF insurance coverage.

- b) A bond, certificate of indebtedness, or note of the United States or its agencies and instrumentalities, or other evidence of indebtedness that is guaranteed as to the principal and interest by the United States or its agencies and instrumentalities.
- c) Obligations, the principal and interest on which are unconditionally guaranteed or insured by the State of Texas or its agencies and instrumentalities.
- d) A bond of a county, city or other political subdivision of the State of Texas having been rated as investment grade (investment rating no less than "A" or its equivalent) by a nationally recognized rating agency, with a remaining maturity of ten (10) years or less.

The use of a letter of credit issued to the City by a Federal Home Loan Bank may be considered by the City to meet the required bank depository collateral requirements.

4. Subject to Audit

All collateral shall be subject to inspection and audit by the City or the City's independent auditors.

5. Delivery vs. Payment

Securities shall be purchased using the delivery versus payment method. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the City or its safekeeping agent. The security shall be held in the name of the City or held on behalf of the City. The safekeeping agent's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

H. INVESTMENT POLICY ADOPTION

The City Investment Policy shall be adopted by resolution of the City Council. The Investment Committee shall review the Policy for effectiveness on an annual basis and any modifications will be recommended for approval to the City Council. The City Council shall review and approve these investment policies and strategies not less than annually.

APPENDIX A

SAMPLE INVESTMENT POLICY CERTIFICATION FORM

As required by Texas Government Code 2256.005(k)

CITY OF TEXARKANA, TEXAS

THE STATE OF TEXAS

COUNTY OF BOWIE

BEFORE ME, the undersigned authority, on this day personally appeared the person whose name is subscribed below, who, being by me first duly sworn, upon oath depose and said:

My name is _____. I am a Qualified Representative of _____ (the "Business Organization"), which is engaged in the business of selling investments and desires to sell investments to the City of Texarkana, Texas. This Statement is provided to meet the requirements of the Public Funds Investment Act.

I hereby certify that:

1. I have reviewed the City's Investment Policy;
2. The "Business Organization" has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City of Texarkana and the Business Organization that are not authorized by the City's Investment Policy, except to the extent that the Business Organization has not made an analysis of the make-up of the City's entire portfolio or has not engaged in any interpretation of subjective investment standards; and
3. The statements, representations and declarations made in this document are true and correct.

Qualified Representative

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, 20_____.

Notary Public in and for the State of Texas

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Investment Committee Meeting August 5, 2015

Present: Charles L. Bassett, Jr., Chief Financial Officer
Jim Cornelius, Finance Director, TWU
John Whitson, City Manager
Kristin Peeples, Assistant Chief Financial Officer
Paula Jeans, Accounting/HR Manager, TWU
Jodie Lee, Controller
Dick Long, Valley View Consulting (via conference call)
Bob Bruggeman, Mayor (via conference call)

- Approved the minutes from the May 04, 2015 investment committee meeting. Jim Cornelius made the motion to approve. John Whitson seconded the motion.
- Discussed multiple CD's maturing in the future that will be absorbed into cash.
- Dick Long presented the investment report and market outlook for the quarter ended 6/30/15. Paula Jeans made a motion to approve the investment report. Kristin Peeples seconded the motion.
- All funds are collateralized above the required level at all banks. Jim Cornelius made a motion to approve the Collateral Report. John Whitson seconded the motion.
- Dick mentioned our area banks have been very competitive with the rates they are offering. He said rates may possibly go up by year end.
- Discussion of annual Investment Policy resulted in date change, title changes, PFIA training updated to reflect the new law, and the broker/dealer list will also be updated. Kristin Peeples made a motion to approve the Investment Policy. Bob Bruggeman seconded the motion. Bob Bruggeman made a motion to approve the broker/dealer list and Kristin Peeples seconded the motion.
- The next investment committee meeting is scheduled for November 4, 2015 at 2:00 PM.
- Paula Jeans made the motion to adjourn the meeting. Kristin Peeples seconded the motion.